

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

September 10, 2019

**ADJOURNED MEETING:**

6:00 p.m.

CITY OF LAKEWOOD RECREATION LEASE AGREEMENT FOR *EXECUTIVE BOARD ROOM*  
THE LAKEWOOD EQUESTRIAN CENTER - Staff recommends City Council authorize Mayor and City Clerk to execute agreement subject to approval as to form by City Attorney with Michele Bloomquist, DBA GRB Ranch to manage equestrian boarding and training operation at Lakewood Equestrian Center for a ten-year period, inclusive of a one-year probationary period commencing on October 1, 2019, and terminating on September 30, 2029.

**CLOSED SESSION**

*PAN AMERICAN ROOM*

CONFERENCE WITH LABOR NEGOTIATORS – Pursuant to Government Code §54957.6  
Agency Designated Representative: City Manager, Office of the City Attorney and Liebert Cassidy Whitmore, Director of Administrative Services, Assistant to the City Manager, Human Resources Manager, Personnel Technician  
Employee Organization: Lakewood City Employees' Association

**CALL TO ORDER**

7:30 p.m.

**INVOCATION:** Bishop David Montgomery, Church of Jesus Christ of Latter-day Saints

**PLEDGE OF ALLEGIANCE:** Camp Fire Wild Things

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

**ANNOUNCEMENTS AND PRESENTATIONS:**

Update on ABC Unified School District Programs by School Board President Ernie Nishii and Communications Officer Scott Smith

Presentation by Caren Spilsbury of the Lakewood Jaycees Regarding Donation to Teens in Lakewood Care Program

**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 June 25, 2019

## **City Council Agenda**

September 10, 2019

Page 2

### **ROUTINE ITEMS: - Continued**

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 PERMIT FOR MAYFAIR HIGH SCHOOL HOMECOMING PARADE - Staff recommends City Council approve application of Mayfair High School for a permit to conduct their annual Homecoming parade on September 27, 2019.

RI-6 RESOLUTION NO. 2019-42; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD ADOPTING FEES FOR THE RECOVERY OF OVERHEAD COSTS ASSOCIATED WITH THE PROCESSING OF SIDEWALK VENDOR PERMITS - Staff recommends City Council adopt proposed resolution.

RI-7 AUTHORIZATION FOR CITYWIDE TRAFFIC SIGNAL MAINTENANCE STUDY - Staff recommends City Council accept Willdan's proposal to conduct Citywide Traffic Signal Maintenance Study, under existing Agreement for Engineering Services, in amount of \$91,800 and authorize Mayor to sign proposal, and authorize Measure "R" funds be used for project in amount up to \$100,000.

RI-8 RESOLUTION NO. 2019-43; AUTHORIZING REMOVAL OF DISABLED PERSON PARKING SPACE AT 21127 PIONEER BOULEVARD - Staff recommends City Council adopt proposed resolution.

RI-9 ACCEPTANCE OF NOTICE OF COMPLETION FOR PUBLIC WORKS CONTRACT 2019-2, WOODRUFF PAVING 2019 - Staff recommends City Council accept work performed by R.J. Noble Company of Orange in final contract amount of \$1,874,284.92 and authorize City Clerk to file Notice of Completion for project.

### **PUBLIC HEARINGS:**

1.1 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT - Staff recommends City Council hold a public hearing and receive public comment on the Consolidated Annual Performance and Evaluation Report for fiscal year July 1, 2018 through June 30, 2019, and direct staff to submit to the local HUD office.

### **LEGISLATION:**

2.1 ORDINANCE NO. 2019-3, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD ESTABLISHING RULES FOR SIDEWALK VENDING PURSUANT TO GOVERNMENT CODE SECTION 51036, ET SEQ. - Staff recommends City Council introduce the proposed ordinance.

### **REPORTS:**

3.1 FALL AND WINTER RECREATION PROGRAMS - Staff recommends City Council receive and file the report.

## **City Council Agenda**

September 10, 2019

Page 3

### **AGENDA LAKEWOOD SUCCESSOR AGENCY**

1. AMENDED RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS) FOR JULY 1, 2019 THROUGH JUNE 30, 2020 – ROPS 19-20 - Staff recommends Successor Agency approve the Amended Recognized Obligations Payment Schedule (ROPS) for July 1, 2019 through June 30, 2020 – ROPS 19-20

### **AGENDA LAKEWOOD 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)

*Adjourned*



## **COUNCIL AGENDA**

September 10, 2019

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

**SUBJECT:** City of Lakewood Recreation Lease Agreement for the Lakewood Equestrian Center

### **INTRODUCTION**

The Lakewood Equestrian Center is a 19-acre facility where equestrian enthusiasts participate in a variety of activities, including riding lessons, horse training and a petting zoo. Since 1987, Sandie Mercer Ranch, Inc. has coordinated equestrian activities and boarding facilities for horses at the facility and is currently under agreement with the City to continue concessions through September 30, 2019. While equestrian activities remain active, with steady participation in rider lessons and training for horses, the near end of the contracted term provided an opportunity to explore future use and management of the equestrian center.

### **STATEMENT OF FACT**

Following direction from the 2018-2019 Park Development Committee, staff developed and advertised a Request for Proposals (RFP) to solicit for an experienced and qualified equestrian center concessionaire to improve, operate and maintain the Lakewood Equestrian Center. The RFP was posted on the city's website, advertised in equestrian publications in which prospective concessionaires might seek opportunities, and mailed to owners and managers of equestrian facilities in southern California. Three site visits of the Lakewood Equestrian Center were provided, allowing proposers an opportunity to better determine their interest in submitting a proposal to improve, operate and maintain the facility.

Five proposals were received on or before the submission deadline of April 22, 2019.

- Hacienda Sosegado, LLC.
- KHS, Incorporated
- Michele Bloomquist Training Stables
- S & S Company
- Sandie Mercer Ranch, Inc.

A selection committee, comprised of city staff, the Park Development Committee, the Chairperson of the Recreation and Community Services Commission, and the city's contracted consultant, thoroughly reviewed all proposals using a uniformed rating guideline and scale. Of the five proposers, Hacienda Sosegado, LLC., and Michele Bloomquist Training Stables were selected to advance in the selection process. After a thorough background investigation of each finalist, Michele Bloomquist Training Stables was selected to enter into a lease agreement with the City to operate and maintain the Lakewood Equestrian Center beginning October 1, 2019.

Throughout the selection process Ms. Bloomquist and her team exhibited high levels of passion for the equestrian world and demonstrated a deep affection for the Lakewood Equestrian Center, having worked at the facility for many years as a trainer in the past. Ms. Bloomquist brings decades of experience in equestrian relations and has exhibited a competent plan for managing the facility and maintaining it at a level of prominence for horse owners and trainers, as well as for the recreational level user.

The recommended 10-year lease agreement has a one year probationary period of which time, Michele Bloomquist, DBA, GRB Ranch, will be closely evaluated on performance, conduct, aptitude and abilities. Monthly lease fees to the City will be 5% of all gross receipts. Additionally, the lessee will pay 3% of gross receipts into a capital improvement fund during the first year of the lease term and then again during years 4 through 10. The term length and fees support the city's interests in working with a concessionaire who will provide the financial resources needed to initiate and complete much needed facility improvements.

#### **SUMMARY**

Entering into a recreation lease agreement with Michele Bloomquist, DBA, GRB Ranch sets forth a revised lease agreement which addresses best management practices in the maintenance and operation of equestrian facilities, necessary insurances with appropriate levels of liability coverages, and a clear delineation of lessee and city responsibilities for maintenance and management of the facility.

#### **RECOMMENDATION**

Staff recommends that the City Council:

Authorize the Mayor and the City Clerk to execute the City of Lakewood Recreation Lease Agreement for the Lakewood Equestrian Center, subject to approval as to legal form by the City Attorney, with Michele Bloomquist, DBA, GRB Ranch, to manage the equestrian boarding and training operation at the Lakewood Equestrian Center for a ten (10) year period, inclusive of a one (1) year probationary period commencing on October 1, 2019, and terminating on September 30, 2029.

Valarie Frost, Director VF  
Recreation and Community Services

  
Thaddeus McCormack  
City Manager

**CITY OF LAKEWOOD  
RECREATION LEASE AGREEMENT FOR  
LAKEWOOD EQUESTRIAN CENTER**

THIS LEASE AGREEMENT is made and entered into by and between the CITY OF LAKEWOOD, a municipal corporation, sometimes hereinafter referred to as "CITY", and Michele Bloomquist, dba, GRB Ranch, sometimes hereinafter referred to as "LESSEE", with reference to the following facts:

- A. CITY is the owner of land generally described as 11369 East Carson Street, Lakewood, California, all more particularly described in Exhibit "A," attached hereto and made a part hereof as though set forth in full, referred to hereinafter as the "Leased Premises", on which land is located a facility referred to hereinafter as "Lakewood Equestrian Center".
- B. The City Council has heretofore authorized and approved this Lease Agreement for the public purpose of maintaining on said land public recreation uses including horse boarding and riding facilities, all subject to the terms and provisions of this Lease Agreement hereinafter set forth.

NOW, THEREFORE, CITY, for and in consideration of the performance of the covenants and agreements hereinafter contained, to be kept and performed by LESSEE, and upon the following terms and conditions, hereby Leases to LESSEE and LESSEE hires and takes of and from CITY the Leased Premises, subject to the following terms and conditions:

- 1. Leased Premises. For and in consideration of the recitals hereinafter specified, CITY hereby Leases to LESSEE, and LESSEE hires and rents from CITY:
  - A. The Leased Premises, along with all fixtures, fences, corrals, improvements and buildings located thereon, including but not limited to the structure described below in subsection B.
  - B. That certain residential dwelling, having a common mailing address of 11369 East Carson Street, Lakewood, California, and shown with red outline on Exhibit "B" attached hereto and made a part hereof. During the term of this Lease Agreement, LESSEE or an employee of LESSEE may occupy the residential dwelling provided by the CITY, for the purpose of providing management and security for the Leased Premises. Such occupancy shall terminate upon termination of this Lease Agreement. Said residential dwelling shall not be leased, subleased or rented, in whole or in part, for consideration or profit by LESSEE.

- C. It is understood and agreed that LESSEE will, in connection with the Lakewood Equestrian Center, occupy and use a portion of that certain adjoining and adjacent real property owned by the Southern California Edison Company, more particularly described in the License Agreement marked Exhibit "C" and made a part hereof as though set forth in full. That portion of said real property described in Exhibit "C" that the LESSEE will occupy and use during the term of this Lease Agreement is generally described as that part thereof Southerly of the Los Angeles County Flood Control District Gridley Drain and shown by cross hatch marks on Exhibit "C", attached hereto and made a part hereof. LESSEE acknowledges that CITY has obtained from Southern California Edison Company a License Agreement to use that real property described therein and sometimes hereinafter referred to as the Edison right-of-way for horse riding and boarding stable purposes only. CITY AND LESSEE agree that it would be beneficial to each of them and the Lakewood Equestrian Center for LESSEE to utilize that part of said Edison right-of-way shown on Exhibit "C" for the purposes of this Lease Agreement, and LESSEE therefore agrees that it will, in connection with carrying out the purposes of this Lease Agreement, use the property shown on Exhibit "C" subject to all of the covenants, terms and conditions thereof during the term of said Lease Agreement or any extension thereof. LESSEE further agrees, in consideration of the right to use said Edison right-of-way, that it will assume all duties and responsibilities imposed upon CITY as Licensee under said License Agreement, excluding payment of any rent, charges or other consideration. LESSEE further acknowledges that CITY'S right to use said Edison right-of-way or any part thereof under said License Agreement is subject to termination on December 31, 2020, or sooner on thirty (30) days written notice by the Southern California Edison Company to CITY, and that termination of said License Agreement in whole or in part, at any time during the term of this Lease Agreement, shall at option of LESSEE be a ground for termination of this Lease Agreement.
2. CITY Management. The City Manager or his or her authorized representative shall represent CITY in the administration of any CITY functions required hereunder and in the supervision of the performance of this Lease Agreement. The term "City Manager," as used in this Lease Agreement, shall include and mean the City Manager and his or her authorized representative.
3. LESSEE as Independent Contractor. It is expressly agreed that for all purposes pertaining to this Lease Agreement, LESSEE shall be an independent contractor, and is not an agent or employee of CITY. Except as otherwise expressly limited by other provisions of this Lease Agreement, LESSEE has and shall retain the right to exercise full control and supervision of the operation of the Lakewood Equestrian Center, and full control over the employment, direction, compensation and discharge of all persons assisting LESSEE in the operation of same under this

Lease Agreement. LESSEE shall be solely responsible for all matters, and shall be solely responsible for LESSEE'S own acts and those of subordinates and employees.

4. Term. This Lease Agreement is for a Term of ten (10) years, commencing at 12:01 a.m. on the 1<sup>st</sup> day of October, 2019, and terminating at midnight on the 30<sup>th</sup> day of September, 2029.

Term shall include a Probationary Period of one (1) year and CITY reserves the right to extend Probationary Period at its sole discretion. At any time during or at the end of the period of probation or any extension thereof, this Lease Agreement may be terminated by either party giving to the other party thirty (30) days' notice without assigning any reasons whatsoever. During Probationary Period, LESSEE shall be evaluated on performance, conduct, aptitude and ability to meet required standards as detailed in the LESSEE Quarterly Evaluation Checklist, attached hereto marked as Exhibit "J".

During Probationary Period or any extension thereof, LESSEE is bound by Maintenance Obligations as defined in Section 49, however, LESSEE is not required to initiate or perform Facility and Capital Improvements as defined in Section 15.

Definitions of Regular Maintenance, Major Maintenance and Capital Improvements to Structures and Fixed Assets are further defined in Exhibit "G".

At least 180 days prior to the end of the Term, the parties shall meet and confer as to whether or not both parties wish to extend the Term beyond the initial ten years. If both parties wish to extend the Term, they shall negotiate the terms of such extension in good faith. Both parties retain the complete discretion to allow the Lease Agreement to expire at the end of the ten year Term, without any extension.

5. Lease Fees and Payment.

- A. Recreation Lease Fee. Each month, LESSEE shall pay to CITY as the Recreation Lease Fee, without deduction, set off, or demand, the sum equal to 5% of LESSEE'S Gross Receipts, as defined in Section 5.C., for the prior calendar month.
- B. Capital Improvement Fund Fee. During Probationary Period and commencing with the fourth year of the Term and continuing each month for the balance of the Term, in addition to the Recreation Lease Fee paid pursuant to Section 5.A. and the ongoing regular maintenance required by this Lease Agreement, LESSEE agrees to pay into the "Lakewood Equestrian Center Capital Improvement Fund" account for major

maintenance, replacement, or additions at the Leased Premises, the sum equal to 3% of LESSEE'S gross receipts for the prior calendar month.

CITY will keep such funds in a separate account and maintain adequate records therefor. This Fund shall be used solely for major maintenance and capital improvements at the Leased Premises, as described in Exhibit "G". LESSEE acknowledges that it shall not possess any right, title or interest in this Fund other than to help administrate pursuant to this section. Expenditures from this Fund will be at the CITY'S discretion and will require prior written approval from CITY. If LESSEE uses its own labor for these projects, payment for such labor for the purpose of this section must be preapproved by the CITY. All work paid for by this Fund must comply with California prevailing wage laws. Credit for management or supervision staff will only be allowed for reimbursement if there are no other employees that regularly do the work. Hours and rate must be preapproved by CITY and reimbursement must be at the regular rate of pay for the work, not the supervisor or manager rate. Reimbursement will include 16% of wages for payroll taxes. Any interest accrued in this account will be added to the account and be available to use as stated.

- C. Gross Receipts. LESSEE is required to recognize its revenue with a cash basis accounting method. The term "Gross Receipts" herein shall include the total aggregate amount of the business done, sales made, rentals, commissions received, and services performed by LESSEE, such as, but not limited to, all income from boarding operations, third party contracts, summer camp registration, facility rentals for parties or weddings, all food and vending sales, filming on the Leased Premises, temporary boarding, and any other activity for which fees are charged or revenue is received for services rendered in, on, or from the Leased Premises for cash and on credit which shall be reported on the Monthly Gross Revenue Report contained in Exhibit "K", attached hereto. Gross Receipts shall not include the amount of any tax on sales from the Leased Premises where such taxes are added to the selling price, stated separately, and paid by LESSEE'S customers, and remitted directly to the taxing authorities by LESSEE.

- i. LESSEE will maintain detailed records regarding lessons, training and commissions earned by retaining independently verifiable written reports that show date, name of participants, amount collected, and keep a comprehensive all-inclusive calendar of events and class rosters at least for three (3) years, to substantiate accuracy of LESSEE'S reported gross receipts as described in Section 5.C. These records will be provided as back up to LESSEE'S monthly report of Gross Receipts as required in Section 5.C.

- ii. Sales of the LESSEE'S fixed assets, such as equipment, will not be considered part of Gross Receipts. The exception would be sale of horses, if these sales are considered a routine source of revenue for the business. If considered a revenue source, the net profit on the sale of a horse would be included in Gross Receipts. In addition, boarder reimbursement for actual costs or services, such as veterinarian fees or tack purchases, should not be included in Gross Receipts. However, if the LESSEE adds a "handling or service" fee to the actual costs, then this "handling or service" fee shall be included in Gross Receipts.
  - iii. Use of horses owned by boarders for program purposes, whereby LESSEE gives rent credit (reduced boarding rent) to the boarder for use of their private horse in LESSEE'S programs, activities, or events, shall be reported in the backup records required in 5.C.i and provided to CITY as required in Section 5.C. This record shall indicate the full rent due for the month less the rent credit (amount of reduced rent) given the boarder for the use of their horse during the month. For liability and security purposes, the LESSEE shall include language in the LESSEE'S boarding agreement, whereby the boarder agrees to the use of their horse by LESSEE and the specific rent credit (amount of reduced rent) the boarder shall receive by agreeing to the use of their horse. Use by the LESSEE, LESSEE'S trainers, or instructors, of a boarder's private horse without the express written permission of the boarder is prohibited and will be considered a violation of this Lease Agreement with CITY and subject to default action under the terms of this Lease Agreement.
- D. Payment. Each month, beginning with the first whole or partial month of the Term, LESSEE shall furnish to CITY by the 15<sup>th</sup> day of each month, a verified statement of its total Gross Receipts for the preceding month along with the Recreation Lease Fee and Capital Improvement Fund Fee (when applicable) for that period. In event the 15<sup>th</sup> falls on a non-business day for CITY, such payment shall be due the next business day.

The Monthly Gross Revenue Report (Exhibit "K"), Recreation Lease Fee, and the Capital Improvement Fund Fee shall be delivered to:

City Hall  
5050 Clark Avenue  
Lakewood, CA 90712  
Attn: Recreation and Community Services Department

- E. **Late Charge.** If any installment of the Recreation Lease Fee or the Capital Improvement Fund Fee due from LESSEE is not received by CITY when due, LESSEE shall pay, in addition, interest on the amount due at the rate of twelve percent (12%) per annum, or the maximum legal rate, whichever is less. LESSEE shall not be liable for a late charge where payments are late due to a Force Majeure Event. Acceptance of any late charge shall not constitute a waiver of LESSEE'S default with respect to the overdue amount or prevent CITY from exercising any of the other rights and remedies available to CITY.

Rent not paid within fifteen (15) days of when due shall bear interest at the rate of twelve percent (12%) per annum until paid.

6. **Utilities.** LESSEE shall be responsible for the payment when due and owing of all charges for the care and maintenance of said Leased Premises, including refuse waste and recycling removal, manure removal, gas, potable water, reclaimed water, electricity, telephone, cable, and internet supplied to the Leased Premises during the term hereof.
7. **Purposes.** The purpose of this Recreation Lease Agreement is to provide and maintain a public park and recreation facility on the Leased Premises known as the Lakewood Equestrian Center for the use and benefit of the general public. In order to carry out the purposes of this Lease Agreement, LESSEE agrees to develop, provide, operate and maintain on the Leased Premises an Equestrian Center where, as a minimum, it will develop, operate and maintain boarding, training, riding and exhibition of horses for the general public. LESSEE has been granted this Lease Agreement based upon its written proposal attached hereto marked Exhibit "E" and made a part hereof as though set forth in full. In the event of any conflict between any provision contained in the body of this Lease Agreement and any provision in Exhibit "E", the provision contained in the body of this Lease Agreement shall control. LESSEE shall develop and maintain each of the programs and facility improvements set forth in Exhibit "E" at the time and in the manner approved in writing by CITY unless CITY agrees in writing to any modification thereof. LESSEE agrees to perform each of the aforementioned purposes as consideration for the use of the Leased Premises, in order to carry out CITY'S public park and recreation mission.
8. **Lakewood Equestrian Center.** LESSEE will conduct business at the Leased Premises in the name "Lakewood Equestrian Center", and no other name or business designation shall be used without the written consent of CITY, either on advertisements, including print, electronic and social media, facility signs or facility postings on the Leased Premises.



9. Use of the Leased Premises. LESSEE shall use the Leased Premises to operate, manage and maintain the service operations for the public described below in this section upon the terms and conditions of this Lease Agreement and for no other purposes:
- A. A full service equestrian boarding facility for the public, including but not limited to, horse boarding, group and individual instruction for adults and youth, guided rental rides, community outreach programs targeted to community youth to provide horse related activities, facility rentals for horse shows, special events, birthday parties, filming, and other programs consistent with or complimentary to an equestrian center. The lesson program should offer a variety of trainers that meet the needs of boarders and provide training and access opportunities for others to the site and park trails. LESSEE shall make its best effort to work with CITY staff and community youth organizations to introduce local youth to equestrian activities through such programs and activities as summer equestrian camps, Boy Scout and Girl Scout merit badge programs, school field trips, offering group lessons for local nonprofit youth organizations, youth birthday parties, and special open house events planned in coordination with CITY staff for community youth.
  - B. LESSEE shall conduct its activities in a safe and professional manner and in accordance with all applicable CITY Code provisions and regulations, and all other applicable County, State, and Federal laws and regulations.
  - C. The Lakewood Equestrian Center is to be opened daily, offering hours of operation consistent with a public equestrian center and sufficient for the operation of a full service equestrian center. LESSEE shall continuously and uninterruptedly occupy and use the Leased Premises for the purposes herein specified. Notwithstanding the foregoing, it is agreed that the Leased Premises shall be open at least between the hours of sunrise and sunset on each day of the week, exclusive of Thanksgiving, Christmas Eve and Christmas Day, unless agreed otherwise by CITY in writing.
  - D. LESSEE shall provide a presence by either LESSEE, an employee or person acting on behalf of LESSEE, on the site to operate the Lakewood Equestrian Center and respond to emergencies on a daily basis.
  - E. Improve the Leased Premises to maximize accessibility, general safety and overall appearance. The LESSEE will make reasonable access accommodations and comply with the intent of CITY, County, State and Federal laws relating to access for people with disabilities.

- F. LESSEE shall not do, bring or keep anything in or about the Leased Premises that would cause cancellation of any insurance covering the Leased Premises.
  - G. LESSEE shall not use the Leased Premises in any manner that will constitute a waste, nuisance, or unreasonable annoyance, including without limitation, the use of loudspeakers or sound, or light apparatus that can be seen or heard outside the Leased Premises to the reasonable annoyance of the owners or occupants of adjacent properties, or to CITY.
  - H. LESSEE shall not use the Leased Premises for the preparation, manufacture or mixture of anything that might emit an odor or objectionable noise, or light onto adjacent properties, other than that commonly associated with a well maintained and operated horse stable.
  - I. LESSEE shall not do anything on the Leased Premises that will cause damage to the buildings, structures or improvements, fences or corrals. Fences and corrals, buildings and structure, shall not be moved, altered or relocated without written permission of CITY. The Leased Premises shall not be overloaded, and no machinery or apparatus or other appliance shall be used or operated in or on the Leased Premises that will in any manner, injure, vibrate or shake the Leased Premises, or cause a nuisance.
  - J. Because the Leased Premises are part of publicly-owned parkland, there will be no long term outdoor storage of privately owned personal property.
10. Residential Dwelling. Under no circumstances shall any occupant be permitted to continue to occupy the residential dwelling after the termination of this Lease Agreement. Should any occupant refuse to vacate the residential dwelling upon notice of termination of Lease Agreement, LESSEE shall be required to immediately pursue eviction proceedings, including obtaining a writ of possession in unlawful detainer, at its sole cost.

LESSEE is required to leave the residential dwelling in a clean and reasonable condition. If not, CITY shall have the right to bill the LESSEE for excessive cleaning and repair of the residential dwelling.

All improvements, code requirements, and major maintenance for the residential dwelling shall be paid for and performed by CITY. No demolition, alteration, or improvements can be made to the residential dwelling without written permission of CITY. All major maintenance and/or capital improvements to the residential dwelling will be in compliance with all applicable CITY, County, State and Federal building and safety codes. CITY shall have the right to enter and inspect the residential dwelling by giving a minimum of 24 hours' notice to LESSEE.

No person shall reside elsewhere on the Leased Premises without CITY'S written permission.

11. Other LESSEE Activities. Other or additional activities, including organized special events, by LESSEE shall require the prior written consent of CITY, which consent may be granted or withheld in CITY'S sole discretion. CITY shall process LESSEE'S requests in a timely manner, subject to established CITY approval processes, and shall endeavor to expedite such requests to the extent possible. LESSEE shall comply with any and all present laws, general rules or regulations of CITY and any governmental authority now in force relating to sanitation or public health, safety or welfare and environmental matters relating to the condition, use or occupancy of the Leased Premises during the Lease Term.
12. Rules, Regulations and Ordinances. LESSEE shall comply with Rules and Regulations to be prepared by CITY, which shall not be inconsistent with the terms and provisions of this Lease Agreement and which CITY has found to be reasonable and necessary in order to carry out the terms and provisions of this Lease Agreement. No rule or regulation shall be enforceable which is inconsistent or contrary to the provisions of this Lease Agreement, and no regulation shall be adopted or be enforceable unless the same relates to the use and operation of the Leased Premises and covers a matter not specifically covered under the Lease Agreement. All such rules and regulations shall be reasonably necessary in order to protect the public health, safety and welfare. All such rules and regulations shall be in writing and delivered to LESSEE at least ten (10) days in advance of the effective date of said rules or regulations. In addition, LESSEE shall have authority to develop, administer and regulate the activities of the Leased Premises pursuant to posted rules and regulations governing use of the Leased Premises. All such rules and regulations must be approved in advance in writing by CITY and shall not conflict with City Council policy and other rules and regulations established by CITY. CITY ordinances and rules and regulations shall take precedence. LESSEE shall post all rules and instruct customers on the safe use of the Leased Premises.
13. Quality of Products and Services. LESSEE shall conduct its business on the Leased Premises in an orderly, cooperative and proper manner so as not to annoy, disturb, disrupt, offend or otherwise interfere with the ongoing operation and purposes of the Lakewood Equestrian Center.

In the course of discharging its responsibilities under the terms of this Lease Agreement, LESSEE shall at all times insure maintenance of the highest standards of quality in both the products offered and the services provided. LESSEE shall furnish prompt, courteous, efficient and inoffensive quality services to meet the reasonable demands of the public in using the park and recreation facility.

LESSEE shall furnish all authorized and/or required services described in the previous paragraph on a fair, equal and nondiscriminatory basis to all members of

the general public. In this regard, LESSEE shall control and be held responsible for the conduct, demeanor and appearance of its officers, agents, employees, representatives, guests, contractors and others while doing business in or about and adjacent to the Leased Premises. Upon reasonable objection from CITY concerning the conduct, demeanor or appearance of these persons, LESSEE shall immediately take all actions necessary to remove the cause of the objection.

14. Pricing of Products and Services. LESSEE acknowledges that the purpose of this Lease Agreement is to provide a park and recreation facility primarily in connection with the equestrian use thereof for the general public, and that in order to protect the general public, CITY reserves the right to regulate prices LESSEE charges for its products, services and boarding of horses. LESSEE acknowledges that the success of the Lakewood Equestrian Center is in part dependent upon its use and utilization by the general public, and therefore the pricing of products and services provided by LESSEE is of considerable importance to CITY.

CITY acknowledges that LESSEE has entered into this Lease Agreement for the purpose of making a profit, and CITY further acknowledges that it is in the best interest of CITY that LESSEE'S use and occupancy of said Leased Premises be profitable so that LESSEE will be able to install the improvements herein required and provide and maintain the Lakewood Equestrian Center recited herein under Lease Purposes. To that end, CITY agrees not to impose any regulation of the price of products and services that will fail to render to LESSEE a reasonable return on its investment and profit or that would be below the general pricing of products and services imposed by other competitors.

In order to carry out the foregoing, LESSEE agrees to provide to CITY a written list of the charges and prices for all products and services before any such prices or charges are collected from the public using said facility. Upon receipt of said written prices or charges, CITY shall have thirty (30) days to object to any prices or charges proposed by LESSEE, or said prices or charges shall be deemed approved. In the event of any objection by CITY to said prices or charges, or any subsequent modification thereof, and LESSEE'S failure to agree to said objection, LESSEE shall not impose any prices or charges other than that approved by CITY unless and until an independent Arbitrator selected by the parties has resolved the conflict. CITY and LESSEE agree to submit any such conflict to arbitration within thirty (30) days of LESSEE'S failure to accept CITY'S objection. CITY and LESSEE agree to be bound, and waive the right to litigate the issue in any Court, by the written decision of the Arbitrator. The cost of arbitration shall be equally shared by CITY and LESSEE, and each party shall be responsible for and pay all other costs and attorney's fees incurred by it in connection with said arbitration. Except as provided in this paragraph, no provision of this Lease Agreement is subject to arbitration.

LESSEE shall retain existing boarders' stall rental rates for six (6) months from the commencement of this Lease Agreement before adjusting the rents to LESSEE'S market rates. LESSEE shall also provide a courtesy to existing trainers and subcontractors that would allow them to stay for a minimum of six (6) months from the effective date of this Lease Agreement to enable LESSEE to evaluate their performance and develop either a new contract to continue or a plan to phase out of their services.

15. Facility and Capital Improvements by LESSEE. LESSEE acknowledges that immediately prior to the commencement of this Lease Agreement, LESSEE has inspected said Leased Premises and accepts said Leased Premises in its "as is" condition, and to the extent that no improvements, modifications or changes have been made in said Leased Premises, LESSEE agrees to quit and deliver said Leased Premises to CITY at the end of the term of this Lease in as good condition, ordinary reasonable use, wear and damage by the elements excepted, as the same are now or may hereafter be put in.

LESSEE acknowledges that a primary motivating factor considered by CITY in granting this Lease Agreement to LESSEE has been LESSEE'S development proposal, a copy of which is marked Exhibit "E" and is attached hereto and made a part hereof. LESSEE further acknowledges that it was the intention of CITY as a primary motivating factor in granting this Lease Agreement to LESSEE that LESSEE, at its expense, modernize and improve the land, property and facilities and as a part of its development program to remove most of the existing facilities and to replace the same with new and improved facilities other than the residential dwelling described on Exhibit "B." Accordingly, LESSEE covenants and agrees that it will replace existing buildings and structures as necessary in order to install, develop and maintain the improvements shown on its development proposal, marked Exhibit "E," within the general time frame therein set forth.

LESSEE further agrees to commence the installation of said improvements in accordance with the time schedule attached hereto marked Exhibit "F" and made a part hereof as though set forth in full. As heretofore set forth, LESSEE agrees to complete said improvements on or before the 30<sup>th</sup> day of September, 2029, and that time is of the essence in the installation of said improvements. It is understood and agreed that failure to install and thereafter maintain said improvements in accordance with the aforementioned time schedule is a default authorizing CITY to terminate this Lease Agreement, and that unforeseen circumstances including lack of gross proceeds or profits shall not excuse said performance.

LESSEE shall install said improvements subject to the following terms and conditions:

- A. California State Contractor's License - Contractors and subcontractors shall be licensed in accordance with the laws of the State of California. Any contractors and subcontractors must possess and maintain registration with the Department of Industrial Relations (DIR) at <https://efiling.dir.ca.gov/PWCR> . This is a separate requirement from the Contractors State License Board (CSLB) licensing requirement. The concessionaire must provide all necessary information regarding any contractor hired so that the City can report the execution of the contract to the DIR website.
- B. City Business License - Contractors and any subcontractor thereof will be required to comply with the City Business Licensing provisions. No free or exempt license will be issued by the City.
- C. Performance and Payment bonds – Before undertaking any improvements of more than \$25,000 in contract value, the concessionaire shall require any prime contractor that they hire to provide two surety bonds. Each bond shall incorporate, by reference, the Contract and be signed by both the contractor and the Surety. The signature of the authorized agent of the Surety shall be notarized. All bonds shall be written and executed by a corporate surety with a Best's rating of A:VII or better.

The "Payment Bond" (material and labor bond) shall be for not less than 100 percent of the Contract Price, to satisfy claims of material suppliers and mechanics and laborers employed by it on the Work. The Bond shall be maintained by the Contractor in full force and effect until the performance of the Contract is accepted by the concessionaire and the City, and until all claims for materials and labor are paid, and shall otherwise comply with the Civil Code.

The "Performance Bond" shall be for 100 percent of the Contract Price to guaranty faithful performance of all work, within the time prescribed, and in a manner satisfactory to the concessionaire and the City, and that all materials and workmanship will be free from original or developed defects. The Bond must remain in effect until the end of all warranty periods set forth in the Contract Documents.

Should any bond become insufficient, the Contractor shall renew the bond within 10 Days after receiving notice from the concessionaire. All alterations, extensions of time, extra and additional work, and other changes authorized by the contract may be made without the consent of the surety or sureties on the contract bonds. It shall be the duty of the

Contractor to advise its surety of any changes to the contract that may affect the surety.

Prevailing Wages -The concessionaire must include the following provisions in any contract of a value of more than \$1,000 for improvements to the site.

Pursuant to Section 1773.2 of the Labor Code, the current prevailing rate of per diem wages at the time of the Bid as determine by the Director of the Department of Industrial Relations (DIR) are available on the DIR website. The Contractor shall post a copy of these rate at the work site. Pursuant to Sections 1771 and 1774 of the Labor Code, the Contractor and any Subcontractors shall pay not less than the specified prevailing rates of wages to workers employed on the Contract. Pursuant to Section 1775 of the Labor Code, the Contractor and any Subcontractors, shall, as a penalty to the City, forfeit the prescribed amounts per calendar day, or portion thereof, for each worker paid less than the prevailing wage rates. Pursuant to Section 1776 of the Labor Code the Contractor shall keep, make available, and submit to the City or the DIR upon request, certified payroll records. Pursuant to 1775.5 of the Labor Code, the Contractor shall comply with all requirements for apprenticeable occupations.

- D. No improvements shall be acquired or installed without the prior written approval of CITY. Said written approval shall contain, among other things, the following:
  - i. The nature and extent of said improvement and the place and location of the same.
  - ii. The estimated cost of said improvement.
  - iii. The date said improvement shall commence and the estimated date that said improvement shall be completed.
- E. No such improvements shall be installed until CITY has filed and recorded a Notice of Nonresponsibility.
- F. The Law of Fixtures shall be applicable to all improvements, unless CITY should otherwise agree in writing, and all such fixtures shall belong to CITY upon completion thereof and acceptance by CITY.
- G. No improvement shall be utilized for any purpose until the same has been inspected by and accepted by CITY.

LESSEE further agrees, in connection with any improvement constructed or installed by the LESSEE pursuant to this Lease Agreement that:

- A. All work shall be performed in a good and workmanlike manner, shall substantially comply with plans and specifications submitted to CITY as required by this Lease Agreement, and shall comply with all applicable governmental permits, laws, ordinances and regulations including, but not limited to, building codes, fire codes, zoning, the Americans with Disabilities Act (ADA) and the California Environmental Quality Act (CEQA). CITY reserves the right to inspect the installation at any time to insure that all work is satisfactory and complies with approved plans and specifications, and to order any alteration or correction to comply with the approved plans and specifications.
- B. LESSEE shall submit to CITY for approval complete detailed construction plans and specifications for all improvements prior to construction of same. All plans shall be subject to approval by CITY prior to any construction.
- C. LESSEE shall not paint, install or maintain any sign or placard on said Leased Premises, or on the exterior of any building, without first having obtained the written consent of CITY thereto. Any sign that LESSEE is given the right to place, construct and maintain, shall comply with all laws and LESSEE shall obtain any approval required by such law.
- D. LESSEE, its architect, engineer, or its contractor shall, at its own expense, procure all building, fire, safety and other permits necessary for such work.
- E. All fixtures installed or constructed on the Leased Premises shall become the property of CITY upon acceptance thereof by CITY. LESSEE authorizes CITY, upon acceptance, to file and record a Notice of Completion and does hereby guarantee to CITY that said improvements, when so accepted by CITY, shall be free of liens and encumbrances.

All other improvements, which under the law are not fixtures or are the personal property of LESSEE, shall only be installed, maintained and used on said Leased Premises as follows:

- A. Any facility improvement of a cost in excess of \$1,000.00 shall only be procured, installed or used on said Leased Premises after submission of a written proposal, plans or specifications thereof to CITY and upon approval by CITY of said improvement, the location thereof and the cost thereof. Where requested by CITY, bids for the purpose or installation of said improvement shall be first procured and approved by CITY.



- B. No such improvement shall thereafter be relocated, modified or moved without the written consent of CITY or be used for any purpose other than that approved by CITY.

16. Alterations. LESSEE shall not make any alterations to the Leased Premises or any improvement hereafter installed thereon without CITY'S written consent. Any alteration to a fixture shall remain on and be surrendered with the Leased Premises on expiration of, or termination of the term, or except that CITY can elect within thirty (30) days before expiration of the term, or within five (5) days after termination of the term, to require LESSEE to remove any such alteration that LESSEE has made to the Leased Premises, unless the parties have otherwise agreed. If CITY so elects, LESSEE, at its cost, shall restore the Leased Premises to the condition designated by CITY in its election before the last day of the term, or within thirty (30) days after notice of the election is given, whichever is later. Alteration includes landscaping and any exterior painting.

If LESSEE makes any alteration to the Leased Premises, as provided in this paragraph, the alteration shall not commence until two (2) weeks after CITY has received notice from LESSEE stating the date the alteration is to commence so that CITY can post and record an appropriate Notice of Nonresponsibility.

17. Title to Improvements. LESSEE hereby acknowledges the title of CITY in and to the Leased Premises described in this Lease Agreement, including real property improvements existing or erected thereon, and hereby covenants and agrees never to assail, contest, or resist said title.

18. Payment of Debts. No Liens. LESSEE shall promptly pay all debts incurred by it for materials, supplies, equipment, merchandise or services used in or about or in connection with its business or operations, and the wages and salaries and payroll taxes of all employees employed thereon. LESSEE shall permit no liens to be levied upon or to attach to any property used by it in the performance of this Lease Agreement. LESSEE shall pay before delinquency all license fees, taxes, and assessments imposed, levied or assessed upon items or upon any property used by LESSEE in the performance of this Lease Agreement or upon LESSEE'S possessory interest therein, upon LESSEE'S business or activity conducted hereunder or LESSEE'S right to conduct same, or based upon the proceeds of such business or activity.

19. Faithful Performance Bond. LESSEE shall maintain during the term of this Lease Agreement with CITY a surety bond in the amount of Four Hundred Thousand Dollars (\$400,000.00) in a form acceptable to CITY and from a company licensed to do business in the State of California or, in lieu thereof, cash, securities or other form approved by CITY.

20. CITY Improvements. A condition of this Lease Agreement is that CITY shall complete within the property described on Exhibit "A" improvements as therein described in Exhibit "F". CITY covenants and agrees to perform the aforementioned work and to complete said improvements on the Leased Premises on or before September 30, 2020, or within any extension, at its expense. Following the completion of said work and the acceptance of said improvements by CITY, LESSEE shall maintain said improvements during the term of this Lease Agreement as hereinafter provided.

21. Occupancy by LESSEE During CITY Improvement. LESSEE acknowledges that during the Term of this Lease Agreement CITY will be completing certain improvements on the Leased Premises hereinafter set forth. During such time that CITY is completing said improvements, LESSEE shall conduct its activities so as not to interfere with the installation of said improvements and LESSEE waives any right or claim it may have for damages by reason of interference with its business activities arising out of CITY'S installation of said improvements.

CITY agrees to schedule said improvements in such a manner so as not to unreasonably interfere with LESSEE'S business operations and to consult in advance with LESSEE pertaining to the installation of said improvements.

CITY agrees that during such time improvements and/or demolition work is being performed on the Leased Premises which interferes with LESSEE'S operations under this Lease Agreement that said LESSEE may utilize that portion of the Edison right-of-way north of the Los Angeles County Flood Control Channel and south of the towers shown on Exhibit "C" with single hatch marks. LESSEE agrees that if it should utilize the aforementioned described portion of said Edison right-of-way, that it will do so subject to all of the terms and conditions herein imposed on LESSEE pertaining to the use and occupancy of the Edison right-of-way except that LESSEE shall not be responsible for payment to CITY of any rent or charge for the temporary use of said portion of the Edison right-of-way.

22. Indemnification and Hold Harmless. CITY shall not be liable to LESSEE for any damage to LESSEE or LESSEE'S property, or LESSEE'S employees, volunteers, invitees, customers, guests, agents, subcontractors, or contractors, for any cause.

LESSEE shall indemnify, hold harmless, and defend CITY, its elected or appointed officers, agents, officials, employees, and volunteers, each of which is an indemnitee, from and against any and all claims, losses, damages, demands, liabilities, suits, costs, expenses, including attorneys' fees, penalties, judgments or obligations whatsoever for or in connection with injury, including death, or damage to any person or property or pecuniary or monetary loss resulting from, arising out of, or in any way related to activity conducted by LESSEE, including, but not limited to, LESSEE'S development, construction, occupation, use, operation, or maintenance of the concession, residential dwelling or any facilities, including

events occurring on or of the Leased Premises or facilities, regardless of how the injury or damage was caused or suffered, unless the injury or damage resulted from the sole negligence or the intentional and willful misconduct of CITY, its elected or appointed officers, agents, officials, employees, and volunteers.

LESSEE waives all claims against CITY for damages to person or property arising for any reason except that CITY shall be liable to LESSEE for damages to LESSEE or LESSEE'S person or property resulting from the acts or omissions of CITY or its authorized agents or representatives.

LESSEE shall hold CITY, its elected or appointed officers, agents, officials, employees, and volunteers harmless for all damages or losses arising out of any injury or damage to person or property occurring in or about the Leased Premises or the Southern California Edison right-of-way described and depicted in Exhibits "B" and "C," or arising from LESSEE'S occupancy, use and maintenance of the Lakewood Equestrian Center pursuant to the terms and provisions of this Lease Agreement, including but not limited thereby, the use, rental, display, storage or maintenance of horses or other animals on said Leased Premises by LESSEE or its authorized employees, volunteers, invitees, customers, guests, agents, subcontractors, or contractors,.

LESSEE hereby waives all claims and recourse against the CITY, including the right to contribution for loss of damage by reason of death or injury to persons or damages to property, whether the person or property of LESSEE, its agents or employees, or third persons arising from, growing out of or in any way connected with or incident to this Lease Agreement, except claims arising from the sole negligence or sole willful misconduct of CITY, its elected or appointed officers, agents, officials, employees, and volunteers.

The provisions of this section shall survive the termination or expiration of this Lease Agreement.

LESSEE shall require a signed waiver and release, on a form approved by CITY, from any guest, invitee or person utilizing services provided by LESSEE including but not limited to, any training, individual instruction for adults and youth, guided rental rides, community outreach programs targeted to CITY youth to provide horse related activities, facility rentals for horse shows, special events, birthday parties, filming, and other programs consistent with or complimentary to an equestrian center.

CITY shall have no responsibility to safeguard the equipment and property of LESSEE or any of its invitees. CITY shall have no responsibility to safeguard or protect the LESSEE, or its employees, volunteers, invitees, customers, guests, agents, subcontractors, or contractors from bodily injury, including death, or personal injury.

In the event a claim is made against CITY or CITY is named a co-defendant in any action, arising out of, or in any way related to activity conducted by LESSEE, LESSEE shall immediately notify CITY of such fact, and at CITY'S option shall either retain legal counsel of CITY'S choice to represent CITY in such action at LESSEE'S sole expense or reimburse CITY for CITY'S litigation costs, expenses and attorneys' fees in undertaking to represent itself.

In the event a claim is made against both CITY and LESSEE for joint and several liability, notwithstanding any apportionment of liability between CITY and LESSEE, LESSEE shall nevertheless be responsible to indemnify and hold harmless CITY as fully set forth above, unless the court determines that the injury or damage resulted from the sole negligence or intentional and willful misconduct of CITY, its elected or appointed officers, agents, officials, employees, and volunteers.

Notwithstanding the foregoing, CITY shall save, keep and hold harmless LESSEE and all of its officers, agents, and employees from all damages, costs or expenses in law or equity that may at any time arise or be set up because of damage to property or death or injury to persons received or suffered by reason of the operation of CITY, its agents or employees or contractors or any of them, or any act or omission to act on the part of said parties, or any one of them, during such time that CITY, its agents, employees or contractors are on the Leased Premises performing any function or act including the installation of improvements to be installed by the CITY, aforementioned.

CITY shall, by appropriate, written notice to LESSEE, advise LESSEE as soon as practicable regarding any potential liability of LESSEE under this section.

23. Insurance Requirements. Without limiting LESSEE'S indemnification of CITY, and prior to commencement of the Lease Agreement, LESSEE shall obtain, provide and maintain at its own expense during the term of this Lease Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to CITY.

- A. Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits shall be no less than \$3,000,000.00 per occurrence for all covered losses and no less than \$5,000,000.00 general aggregate.
- B. Commercial Equine General Liability Insurance shall be required should Commercial General Liability exclude Equine operations. Coverage shall cover equestrian activities such as boarding, riding instruction and training. Coverage shall be extended to provide on premises coverage for independent trainers or instructors while acting

within the scope of their duties at the operation. Additionally, this coverage shall include these specific activities if included in the operation: guided trail rides, therapeutic riding, carriage rides, pony rides and petting zoos. LESSEE shall procure and maintain, at its sole costs and expense, comprehensive Commercial Equine General Liability Insurance in the single limit minimum amount of \$2,000,000.00 per occurrence and an aggregate in the amount of \$4,000,000.00.

- C. Equine Professional Liability. LESSEE shall maintain Equine Professional Liability Coverage of limits not less than \$1,000,000.00 per claim and shall provide coverage for claims and defense fees resulting from any negligent act, error or omission arising from its professional equestrian activities.
- D. Care, Custody and Control Insurance. LESSEE shall procure and maintain, at its sole cost and expense, a Care, Custody and Control (CCC) policy of insurance that specifically insures against damages resulting from the death, injury, illness, or theft of non-owned horses in the care, custody and control of LESSEE in an amount of \$300,000.00 per horse, with an aggregate limit of \$500,000.00.
- E. Horse Shows, Clinics or Equestrian Events Insurance. LESSEE shall procure special event coverage in advance of Horse Shows, Clinics or Equestrian Events that will provide coverage to include protection for the LESSEE running the event and also protect the show officials and (City) premise owner. Coverage is provided for negligence that causes bodily injury or property damage to a third party. Coverage shall be in an amount that adequately protects both LESSEE and CITY from loss resulting from such events.
- F. Worker's Compensation Insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000.00 per accident for all covered losses.
- G. Business Auto Coverage Insurance. LESSEE shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the LESSEE arising out of or in connection with work to be performed under this Lease Agreement, including coverage for any owned, hired, non-owned or rented autos, trucks and trailers, and other vehicles or equipment, to include loading and unloading, in an amount not less than \$5,000,000.00 combined single limit for each accident.

If LESSEE owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If LESSEE or LESSEE'S employees will use personal autos in any way, LESSEE shall provide evidence of personal auto liability coverage for each such person.

- A. Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a "drop down" provision with a maximum \$25,000.00 self-insured retention. LESSEE will be required to fully indemnify and hold harmless CITY, its elected or appointed officers, agents, officials, employees, and volunteers, for any injury to person or property resulting from its operations.
- B. Commercial Property Insurance covering the Leased Premises, fixtures, equipment, building, all property situated in, on, or constituting a part of the Leased Premises and any improvements. Coverage shall be at least as broad as the Insurance Services Offices broad causes of loss form CP 10 20, and approved of in writing by CITY. Coverage shall be sufficient to insure 100% of the replacement value and there shall be no coinsurance provisions. The policy shall include an inflation guard endorsement, 100% rents coverage, contents coverage, coverage for personal property of others, ordinance or law and increased cost of construction coverage. CITY shall be included as an insured and as loss payee on any such insurance. CITY shall not be liable for any business income or other consequential loss sustained by LESSEE. CITY shall not be liable for any loss of LESSEE'S personal property even if such loss is caused by negligence of CITY, CITY'S employees or agents.

24. Additional Insurance. Upon commencement of construction of LESSEE improvements and betterments, or installation of equipment, with approval of CITY, LESSEE shall obtain and maintain insurance on LESSEE'S improvements and betterments. Policy shall be provided for replacement value on an "all risk" basis. There shall be no coinsurance penalty provision in any such policy.

LESSEE shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection. LESSEE'S personal property, fixtures, equipment, inventory and vehicles are not insured by CITY against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause.

25. Proof of Insurance. LESSEE shall provide certificates of insurance to CITY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City Manager or their authorized representative prior to commencement of performance. Current certification of insurance shall be kept on file with CITY at all times during the term of this Lease Agreement. CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.
26. Duration of Coverage. LESSEE shall procure and maintain for the duration of the Lease Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by LESSEE, their employees, volunteers, invitees, customers, guests, agents, subcontractors, or contractors.
27. Primary/Noncontributing. Coverage provided by LESSEE shall be primary and any insurance or self-insurance procured or maintained by CITY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of CITY before the CITY'S own insurance or self-insurance shall be called upon to protect it as a named insured.
28. CITY'S Rights of Enforcement. In the event any policy of insurance required under this Lease Agreement does not comply with these specifications or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by LESSEE or CITY will withhold amounts sufficient to pay premium from LESSEE payments. In the alternative, CITY may cancel this Lease Agreement.
29. Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line with the California Department of Insurance and with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by CITY.
30. Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Lease Agreement shall be endorsed to waive subrogation against CITY, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow LESSEE or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. LESSEE hereby waives its own right of recovery against CITY, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

31. Enforcement of Contract Provisions (non estoppel). LESSEE acknowledges and agrees that any actual or alleged failure on the part of CITY to inform LESSEE of noncompliance with any requirement imposes no additional obligations on CITY nor does it waive any rights hereunder.
32. Requirements not Limiting. Requirements of specific coverage features or limits contained in this Lease Agreement are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the LESSEE maintains higher limits than the minimums shown above, CITY requires and shall be entitled to coverage for the higher limits maintained by the LESSEE. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to CITY.
33. Notice of Cancellation. LESSEE agrees to oblige its insurance agent or broker and insurers to provide to CITY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.
34. Additional Insured Status. General liability policies shall provide, or be endorsed to provide, that CITY, its elected or appointed officers, agents, officials, employees, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.
35. Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to CITY and approved of in writing.
36. Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that LESSEE'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policies shall not contain any cross-liability exclusions.
37. Pass Through Clause. LESSEE agrees to ensure that its subconsultants, subcontractors, and any other party involved with the concession who is brought onto or involved in the concession by LESSEE, provide the same minimum insurance coverage and endorsements required of LESSEE. LESSEE agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. LESSEE agrees that upon request, all agreements with consultants,



subcontractors, and others engaged in the concession will be submitted to CITY for review.

38. CITY'S Right to Revise Specifications. CITY reserves the right at any time during the term of the Lease Agreement to change the amounts and types of insurance required by giving the LESSEE ninety (90) days advance written notice of such change.
39. Self-insured Retentions. Any self-insured retentions must be declared to and approved by CITY. CITY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by CITY.
40. Timely Notice of Claims. LESSEE shall give CITY prompt and timely notice of claims made or suits instituted that arise out of or result from LESSEE'S performance under this Lease Agreement, and that involve or may involve coverage under any of the required liability policies.
41. Damage or Destruction. In the event the Leased Premises should be partially or totally destroyed by fire or other casualty so as to cause a substantial interference with LESSEE'S business, LESSEE shall have the option of terminating this Lease Agreement. If the LESSEE should not elect to terminate said Lease Agreement the same shall be repaired or rebuilt as speedily as possible by CITY with said insurance proceeds, and to the extent insurance proceeds provide therefor. If insurance proceeds are insufficient to restore said Leased Premises to the same condition the same were in immediately prior to said fire or other casualty, LESSEE shall pay to CITY said difference, and CITY shall restore said Leased Premises. If LESSEE should decline to pay said difference CITY has the option of restoring said Leased Premises with said insurance proceeds, and at its additional cost, or terminating said Lease Agreement. If the Lease Agreement is terminated, LESSEE shall be excused from payment of further rent. If the Leased Premises are restored and there is a substantial interference with LESSEE'S business during restoration, a just and proportionate part of the fixed rent shall be abated until the Leased Premises are repaired or rebuilt.
42. LESSEE'S Records, Accounts and Statements. LESSEE shall keep true and accurate books and records showing all of its income and expenses and business transactions in connection with the concession in separate records of account in a manner reasonably acceptable to CITY. LESSEE shall provide a letter from its accountant affirming the filing of tax returns for the tax year preceding April 15.
43. Audit and Adjustment. CITY shall have the right at any time, and from time to time, to audit all of the books of account, bank statements, documents, records, returns, papers and files of LESSEE, relating to gross sales and business transactions, and, where relevant, deductions from said gross sales and business transactions,

and on the request of CITY, LESSEE shall make such matters available for examination at the Leased Premises.

LESSEE shall keep and preserve for at least two (2) years, including that time after the termination of this Lease Agreement, all sales books, bank books, or duplicate deposit slips, cash register receipts and other evidence of gross sales and business transacted during Lease Agreement, as well as, where relevant, cancelled checks and receipts and other evidence of deductions from gross sales and business transacted.

If CITY should have an audit made for any twelve (12) month period, and the gross sales, financial transactions and receipts shown by LESSEE'S statement for such term should be found to be understated, LESSEE shall immediately pay to CITY the amount of such understatement plus ten percent (10%) interest per annum from the date the same is due and owing.

44. Accounting Information. Any accounting or audit information obtained by CITY pursuant to the foregoing provisions shall be treated as confidential, except in any litigation or arbitration proceedings between the parties, or where relevant on any issue raised before the City Council concerning any term or provision of this Lease Agreement, enforcement thereof, modification or renewal thereof.
45. Personal Property Taxes. LESSEE shall pay before delinquency all taxes, assessments, license fees, and other charges, including CITY Business License Taxes or fees that are chargeable, levied or assessed against LESSEE'S personal property installed or located in or on the Leased Premises, or that arise out of the LESSEE'S maintenance and use of said Leased Premises for conducting the aforementioned business or LESSEE on said Leased Premises, and that become payable during the term of this Lease Agreement. On demand of CITY the LESSEE shall furnish CITY with satisfactory evidence of those payments. If any taxes, license fees or other charges are levied against LESSEE or LESSEE'S property or the charges, LESSEE on demand shall immediately reimburse CITY for the sum of the taxes, licenses or charges levied against LESSEE. It is understood that CITY shall have the right to pay the taxes, license fees and charges regardless of the validity of the levy, and upon payment, LESSEE shall, on CITY'S demand, reimburse CITY.
46. Indemnification for Taxes. As additional rent LESSEE shall pay all taxes, assessments or liens of any nature whatsoever, for which CITY is liable, including, but not limited to excise taxes, ad valorem taxes, ad valorem and special assessments, and gross receipt taxes, if any, levied, assessed, asserted or recorded, upon any business activity or property, or income used, derived, or maintained by LESSEE hereunder.

47. Possessory Interest Tax. LESSEE acknowledges that the real property and improvements and other facilities of CITY are exempt from taxation. If, by reason of this Lease Agreement, a possessory interest subject to property tax is levied, LESSEE acknowledges and does hereby agree to pay and assume the same when due and owing and hold CITY free and harmless from liability thereon.

In this regard, the following notice is given to LESSEE:

NOTICE: Pursuant to Section 107.6 of the California Revenue and Taxation Code, a possessory interest as defined in Revenue and Taxation Code 107 and 107.4 may be created by this Lease Agreement, and may be subject to property taxation, in which event the private party to this Lease Agreement in which a possessory interest is vested may be subject to the payment of property tax levied on such interest.

Nothing herein contained shall be construed as an acknowledgment by the parties that this Lease Agreement creates a possessory interest.

48. Condition of Premises. LESSEE acknowledges and agrees to accept the Leased Premises in its current condition. LESSEE shall accept the Leased Premises to be provided by CITY in their presently existing "as is, where is" condition and agrees that CITY shall not be obligated to make any alterations, additions or improvements thereto.

CITY makes no representation or warranty of any kind, express or implied, as to the suitability of the Leased Premises for the specified use. LESSEE represents and warrants that it has independently made a full and thorough investigation and examination of the Leased Premises and that it is entering this Lease Agreement relying upon facts ascertained from said independent investigation.

49. LESSEE'S Maintenance Obligation.

LESSEE expressly agrees, at its own cost and expense, to maintain and operate all of the Leased Premises in a clean, safe, wholesome, and sanitary condition in compliance with any and all present and future laws, rules or regulations of any governmental authority now or in the future having jurisdiction over the Leased Premises. LESSEE shall remedy without delay any defective, dangerous, or unsanitary conditions.

LESSEE, at its cost, shall be liable for and maintain in good condition all portions of the Leased Premises, as described and depicted in Exhibit "B", including, without limitation, LESSEE'S personal property, signs, windows, the interior and exterior of all buildings and structures, including the residential dwelling, lighting fixtures, sidewalks, driveways, parking areas, fauna, grass, landscaping and planting, corrals, horse paths, barns and areas designed or used for boarding,

riding and exercising of horses which are located on the Leased Premises, but exclusive of the public equestrian trail maintained by CITY.

LESSEE, at its cost, shall maintain in good condition all structures, facilities and equipment located or maintained, within that section of the Southern California Edison right-of-way, depicted in Exhibit "C", on behalf of CITY and within the time, manner and conditions imposed on CITY by Exhibit "C" attached hereto and made a part hereof. CITY shall, however, maintain and operate any water well or water well equipment located within the Edison right-of-way. CITY reserves the right to cap or close down said water well equipment.

Facilities located on said Leased Premises, including structures, mechanical and plumbing facilities, shall not be used for any purpose other than that for which constructed, and it shall be the responsibility of the LESSEE to carry out this condition. The expense of any breakage, stoppage, damage, or injury to person or property resulting from a violation of this subparagraph shall be borne by LESSEE, if LESSEE, his employees, agents or invitees, guests or customers have caused it.

LESSEE shall store within the Leased Premises, at such place indicated by CITY, and in a manner approved by CITY, all trash, garbage, refuse, recycling material, and other waste material, and arrange for the regular pickup and disposal thereof, at LESSEE'S expense, not less than two times per week or as often as necessary to ensure there is no excess waste on the premise.

50. Repair and Replacement by CITY. CITY reserves the right of entry for its employees and agents to inspect the Leased Premises as deemed necessary by CITY, and the right (but not obligation) to do any and all work of any nature necessary for preservation, maintenance and operation of the park in which the Leased Premises are located. LESSEE shall be given reasonable notice when any such work may become necessary and will adjust concession operations in such a manner that CITY may proceed expeditiously.

51. Repair and Replacement by LESSEE. LESSEE shall have the obligation to repair or replace to the extent damage or destruction caused by LESSEE, or to the extent insurance proceeds are received by LESSEE, or to the extent that proceeds would have been obtained by LESSEE having carried the insurance required by this Lease Agreement.

LESSEE shall perform, at LESSEE'S own expense, any required maintenance and repairs, including small structural maintenance. No reimbursement from the Capital Improvement Fund may be made for such required maintenance and repairs; other than for CITY-approved major maintenance and capital improvements as outlined in Exhibit "G". Should LESSEE fail, neglect or refuse to do so, CITY shall have the right, but not the obligation, to perform such

maintenance or repairs for the LESSEE'S account, and the LESSEE agrees to promptly reimburse CITY for the cost thereof, provided, however, that CITY shall first give LESSEE 30 days written notice of its intention to perform such maintenance. CITY shall not be obligated to make any repairs to or maintain any improvements on the Leased Premises unless otherwise required by this Lease Agreement.

52. LESSEE'S Specific Ongoing "Regular Maintenance". In addition to the general maintenance required. LESSEE shall perform the following ongoing regular maintenance and repairs, improvements and programs in a prompt manner, without reimbursement from the Capital Improvement Fund (Exhibit "G"):

- A. Secure any and all equipment used on the Leased Premises every evening upon closing. Storage will be permitted at the site.
- B. Remove all rubbish generated by the concession. LESSEE will be responsible for cleaning the Leased Premises and the area within 50 feet of the Leased Premises.
- C. Keep all signage on site up to date and in good condition so that it is easily readable and posted in plain sight locations where staff, customers, vendors, and visitors can easily observe the safety rules and policies of use at the facility. Keep all signs and structures free of graffiti.
- D. Comply with all CITY, County, State, and Federal regulations regarding recycling and handling of toxic or hazardous materials, waste disposal, and requirements of the Clean Water Act and National Pollution Discharge Elimination System Permit with regards to water run-off.
- E. Complete daily maintenance of LESSEE'S personal property, signs, windows, the interior and exterior of all buildings and structures, including the residential dwelling, lighting fixtures, sidewalks, driveways, parking areas, fauna, grass, landscaping and planting located on the Leased Premises.
- F. Provide and maintain a Manure Management Plan that allows no more than 80 cubic yards of manure on the property at any time and meets the regulations for drainages.
- G. LESSEE representative and CITY liaison shall perform a quarterly safety and maintenance inspection together and file quarterly reports with the City Manager or their authorized representative.
- H. Maintain the perimeter landscape maintenance, including tree maintenance to ISA standards throughout the Leased Premises.

- I. Maintain an on-call pest and rodent abatement services contractor with a licensed contractor throughout the term of the Lease Agreement. All pesticide use must be preapproved by CITY.
- J. Install and maintain fire extinguishers and AEDs per building and safety code with documented monthly inspections.
- K. Confirm the well-being of the horses twice per day.
- L. Establish and maintain feed, stall chips, and hay storage bins that are covered and in an area raised or elevated above the natural fall line so as not to collect water from rain or run off.
- M. Clean waterers at least weekly, or more often, as necessary to prevent algae buildup and repair waterers when needed.
- N. Stalls shall be cleaned a minimum of once per day or as often as necessary to ensure there is no excess buildup of manure and urine.
- O. Shape or re-slope outside paddocks and barns for improved footing and drainage at least annually.
- P. Clean and maintain food managers daily.
- Q. Replace burned out bulbs and repair light fixtures promptly as needed.
- R. Clean restroom at least twice a day or more often as needed and determined by frequency of use.
- S. Mow and/or remove weeds from exterior of barns, paddocks, arenas, picnic areas, and perimeter of the Leased Premises so that the grounds are free from weeds and fire hazard conditions.
- T. Repair perimeter fencing as needed.
- U. Monitor and repair plumbing as needed.
- V. Keep all arenas and pathways through barns compacted and well-sprinkled to minimize dust.

53. LESSEE'S Alterations and Improvements. At any time during the term hereof, LESSEE shall have the right, subject to prior written approval by CITY as hereinafter provided in Exhibit "G", to construct alterations, additions and/or perform major maintenance or capital improvements to structures or fixed assets

on the Leased Premises using the Capital Improvement Fund to pay for such expense. Whenever LESSEE desires to perform major maintenance, as defined in Exhibit "G", construct alterations to structures or fixed assets, or add additional permanent amenities to the Leased Premises, it shall prepare specifications and working drawings and submit them to CITY for approval, which approval shall not be unreasonably withheld, provided that the proposed work will be of high quality, compatible with the purposes described and compatible in finish, color, and design with the existing structures on the Leased Premises and the park environment.

Upon expiration or termination of this Lease Agreement, any alterations or additions to the Leased Premises or to any structures located thereon, and all fixtures, shall remain upon the Leased Premises and be surrendered to and become the property of the CITY, except that thirty (30) day prior to expiration or termination of this Lease Agreement, LESSEE shall ascertain from the CITY whether CITY desires to have any such alterations removed from the Leased Premises or have the Leased Premises or any portion thereof restored to their condition as of the date of this Lease Agreement. If CITY so desires, LESSEE shall remove or restore same before the end of the term at no cost to CITY.

54. Right of Entry. Notwithstanding the aforementioned paragraph, and any provision of this Lease Agreement to the contrary, it is understood and agreed that CITY, or its agents or contractors, may at any time enter the Leased Premises and exterior and right-of-way occupied by LESSEE, other than those Leased Premises described on Exhibit "B," for the purpose of inspecting said Leased Premises, observing the operations thereon, or for making any improvements or repairs necessary to carry out the purposes of this Lease Agreement, or to maintain said Leased Premises in a safe and sanitary condition, or to eliminate therefrom any nuisance or default of LESSEE.

55. LESSEE'S Covenants. LESSEE shall comply with each and every term and obligation imposed upon LESSEE pursuant to this Lease Agreement, and in addition, but not limited thereby, perform the following covenants.

- A. LESSEE shall assume and pay when due and owing all day-to-day operating costs of maintaining and operating said business, and said Leased Premises, including all payroll, feed costs, hay costs, and other expenses.
- B. LESSEE shall acquire and maintain insurances as required in section 23.
- C. LESSEE covenants to observe, comply with and enforce all CITY, County, State, and Federal laws relative to the keeping, harboring and disposition of animals.
- D. LESSEE agrees to maintain a record of all complaints received.

- E. LESSEE agrees to maintain all barns, corrals and other animal shelters or storage areas in a humane manner, and to keep said Leased Premises in a sanitary condition at all times and use humane methods of care and destruction of any animals coming under its control.
- F. LESSEE agrees that no person shall, on the ground of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, marital status, citizenship, national origin, genetic information, or any other characteristic protected by law, be excluded from participating in, be denied the benefits of, or be subject to discrimination under any program or activity of LESSEE hereunder.
- G. LESSEE covenants that it is, at the time of entering into this Lease Agreement, a California corporation in good standing, and LESSEE covenants and agrees during the term of this Lease Agreement to maintain in good standing its status as a California corporation. No alteration, change, abandonment or dissolution of said corporation, including change of name, shall be made without the prior written approval of CITY. LESSEE agrees to provide to CITY at the time of the execution of this Lease Agreement a Certificate from the Secretary of the State of California stating that said LESSEE is in good standing.

56. Management by LESSEE. It is understood and agreed that this Lease Agreement is made on the condition that LESSEE, will maintain during the term of this Lease Agreement the business herein authorized, and no interest of LESSEE, in this Lease Agreement shall be assigned, either voluntarily or involuntarily. Each of the following acts shall be considered as an involuntary assignment terminating this Lease Agreement:

- A. Failure of LESSEE, to devote that time necessary to maintain and operate the business conducted on said Leased Premises as outlined throughout this Lease Agreement.
- B. Any transfer or assignment by LESSEE, of any interest under this Lease Agreement, or the substitution by LESSEE, of any person to act in their place and stead, other than their representative or agents, for the purpose of performing any obligation of LESSEE, under this Lease Agreement.
- C. If said LESSEE becomes bankrupt or insolvent, or makes an assignment for the benefit of creditors, or institutes a proceeding under the Bankruptcy Act.
- D. If a Writ of Attachment or Execution is levied on this Lease Agreement.



E. If in any proceeding or action to which LESSEE is a party a Receiver is appointed with authority to take possession of the Leased Premises.

F. Any involuntary assignment shall constitute a default by LESSEE, and CITY shall have the right to elect to terminate this Lease Agreement, in which event this Lease Agreement shall not be treated an asset of the LESSEE.

57. Licenses. LESSEE shall, at its expense, obtain from time to time and shall be in possession of and display such licenses, permits or certificates issued by Federal, State, County, and CITY authorities certifying that the business operations, equipment, facilities, products on sale and methods of preparing, serving and selling thereof all meet current health and sanitation regulations, as well as all necessary business licenses and permits.

LESSEE agrees to provide CITY with current copies of said licenses and permits and with copies as they are renewed.

58. Business Operation. LESSEE agrees to operate the business authorized by this Lease Agreement and to devote all time reasonably necessary to the supervision of said business.

LESSEE agrees to price all goods and services at a rate comparable to the prices of said goods and services pursuant to section 14, and to submit and file with CITY at all times a statement of prices of goods and services. LESSEE shall not charge any person at a rate differently than that set forth on the schedule filed with CITY without CITY'S written approval.

59. Employees. No person employed in the performance of this Lease Agreement by LESSEE shall be deemed a CITY employee, and CITY shall not be called upon to assume any liability for the direct payment of any salary, wage or other compensation to LESSEE, or their employees, agents, volunteers, subcontractors, or their subcontractors' employees or agents.

LESSEE will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, marital status, citizenship, national origin, genetic information, or any other characteristic protected by law.

LESSEE agrees to ensure that employees are treated equally during their employment without regard to their race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, marital status, citizenship, national origin, genetic information, or any other characteristic protected by law. Such action shall include, but is not limited to, the following: promotion, demotion or

transfer, lay-off or termination; rate of pay or other form of compensation; and selection for training, including apprenticeship.

LESSEE shall abide by all regulations and requirements governing the employment of minors as set forth by the Federal Department of Labor, the State of California Employment Development Department, and local school district jurisdictions.

All persons employed or utilized in connection with the operation of the Leased Premises, shall be adequately trained for such purposes, shall be courteous, shall be suitably and neatly attired so as to be recognizable as agents of LESSEE.

If in the reasonable judgment of CITY, any such person is incompetent, disorderly, discourteous, or otherwise objectionable, such person, shall be discharged or reassigned to a non-CITY facility upon LESSEE'S receipt of written notice from the City Manager or their authorized representative to such. LESSEE shall devote their own time and attention to the conduct of the services to be rendered on and from the Leased Premises to the extent reasonably required to ensure such standards of operation called for in this Lease Agreement.

LESSEE shall meet the provisions of Public Resources Code, Section 5164 and shall not hire a person for employment or hire a volunteer to perform services for recreational purposes, who will be assigned in a position having supervisory or disciplinary authority over a minor, if that person has been convicted of certain crimes as defined in Public Resources Code, Section 5164. Prior to appointment, LESSEE will require employees, volunteers and subcontractors that will have direct supervision over or conduct programs with minors, to be fingerprinted for a background investigation through the California Department of Justice.

LESSEE shall insure that all management and supervisory personnel who have supervisory capacity over minors be appropriately trained and comply with the California Child Abuse and Neglect Reporting Act, which provides definitions and procedures for mandated reporting of child abuse.

The LESSEE shall make it mandatory for all employees, regularly contracted workers, and operational staff to obtain and maintain CPR, First Aid and AED certification.

60. LESSEE'S Use of Boarding Units. LESSEE shall use no more than 25% of each type of available boarding units for boarding of LESSEE'S own horses or those of its trainers and instructors. For boarding units whereby the LESSEE gives reduced rent to trainers or instructors in exchange for in-kind services (such as teaching or performing maintenance or security functions) the reduced rent shall be the amount of income reported in the LESSEE'S gross receipts. The LESSEE'S Monthly Gross Revenue Report shall clearly detail which units are used for

LESSEE'S horses whereby no rent income is reported and those units used for trainer or instructor horses whereby partial rent is received.

Use of horses owned by boarders for program purposes, whereby LESSEE gives rent credit (reduced boarding rent) to the boarder for use of their private horse in LESSEE'S programs, activities, or events, shall be recorded. This record shall indicate the full rent due for the month less the rent credit (amount of reduced rent) given the boarder for the use of their horse during the month. For liability and security purposes the LESSEE shall include language in the LESSEE'S boarding agreement whereby the boarder agrees to the use of their horse by LESSEE and the specific rent credit (amount of reduced rent) the boarder shall receive by agreeing to the use of their horse. Use by the LESSEE, LESSEE'S trainers, or instructors, of a boarder's private horse without the express written permission of the boarder is prohibited and will be considered a violation of this Lease Agreement and subject to default action under the terms of this Lease Agreement.

61. General Oversight.

LESSEE shall use reasonable efforts to stay informed of equine health and/or safety issues and shall implement any governmental mandates related to equine health and/or safety.

LESSEE shall establish and maintain a Lakewood Equestrian Center Users Committee and hold quarterly meetings with a CITY liaison in attendance. CITY will provide a location for the meetings. Notices of the meetings shall be posted at the Lakewood Equestrian Center and given to all boarders, trainers, instructors, sub-contractors, and employees.

LESSEE shall establish, and maintain up to date, a Lakewood Equestrian Center website that provides information on services, events, rates, and other information the public would need to know about programs and activities available. The website should also contain an announcement section where dates for meetings, events, construction schedules, rule changes, and other information that is timely can be posted. CITY shall provide a link on its website to LESSEE'S website for the Lakewood Equestrian Center.

LESSEE shall maintain one or more bulletin boards for posting notices, hours of operation, fees, safety regulations, information about activities on the Leased Premises and may distribute pamphlets or brochures describing the services and activities available on the Leased Premises. All promotional materials shall contain the reference "Lakewood Equestrian Center".

62. Emergency Preparedness and Response. LESSEE shall establish, and maintain up to date, an Emergency Preparedness and Evacuation Plan, to file with CITY and train all employees and contract workers on site.

LESSEE shall cooperate with CITY during an emergency situation, including a disaster or other unanticipated eventualities. During an emergency, whereby horses or other animals from other areas may need to be housed at the stables during the emergency, the fee for boarding such horses during the emergency must be approved by CITY. LESSEE shall notify CITY immediately upon receiving a request for temporary boarding of horses or other animals at Lakewood Equestrian Center. Temporary boarding fees will only be approved by CITY if, in the sole opinion of CITY, they represent a fair charge for services needed to board the animals during the unanticipated emergency. It shall be the responsibility of LESSEE to justify the requested temporary fee for boarding to the CITY.

63. Facility Safety and Security. LESSEE shall be responsible for having adequately trained personnel on site to supervise and operate the facility and respond to emergencies on a 24 hour/7 day a week basis as required to perform foreseeable needs for maintaining an orderly operation, protecting visitors on the Leased Premises and providing emergency response in the event of accident or fire, including first-aid assistance on the Leased Premises. LESSEE will notify CITY of incidents, accidents, emergencies or other significant disturbances within 24 hours.

Use of tobacco and marijuana products, including smokeless tobacco and e-cigarettes will be strictly prohibited on the Leased Premises and the surrounding area.

LESSEE shall take all necessary precautions to prevent fire in or about the Leased Premises. LESSEE shall, at its expense, install and maintain such fire prevention and firefighting practices and equipment as may be specified or required by CITY or any other agency having jurisdiction to regulate fire prevention measures at the Leased Premises. LESSEE shall perform and document monthly inspection of fire extinguishers on the Leased Premises.

No goods, merchandise or material shall be kept, stored, or sold in or on said Leased Premises which are in any way explosive or hazardous; and no offensive or dangerous trade, business, or occupation shall be carried on therein or thereon, and nothing shall be done on said Leased Premises, other than as is provided for in this Lease Agreement, and no machinery or apparatus shall be used or operated on said Leased Premises which will, in any way injure said Leased Premises or adjacent buildings. Gasoline and other flammable material shall be stored, handled, and used by LESSEE as required by all present and future regulations and laws.

LESSEE represents and warrants to CITY that LESSEE will not generate, store, release or dispose of any hazardous materials on, under or about the Leased Premises in violation of any hazardous substance laws. LESSEE shall indemnify, defend and hold CITY harmless from any costs, losses, claims, damages,

penalties and liabilities arising from LESSEE'S generation, storage, release, or disposal of any hazardous materials on or about the Leased Premises. The provisions of this section will survive the expiration or termination of this Lease Agreement.

64. Conflict of Interest. LESSEE warrants and covenants that no official or employee of CITY nor any business entity in which an official or employee of CITY is interested; (1) has been employed or retained to solicit or aid in the procuring of this Lease Agreement; (2) will be employed in the performance of this Lease Agreement without the immediate divulgence of such fact to CITY. In the event CITY determines that the employment of any such official or employee is not compatible with such official's or employee's duties as an official or employee of CITY, LESSEE, upon request of CITY, shall terminate such employment immediately. For breaches or violation of this paragraph, CITY shall have the right both to annul this Lease Agreement without liability and, in its discretion, recover the full amount of any such compensation paid to such official or employee.

65. Assignment, Transfer of Ownership or Control.

- A. This Lease Agreement shall not be assigned or encumbered, in whole or in part, or subleased or mortgaged in any manner, nor shall title thereto, either legal or equitable, or any right or interest in the property be sold, transferred or assigned to any person without the prior written consent of the City Council. LESSEE understands and agrees that a primary motivating force in entering into this Lease Agreement was the representations made by the LESSEE, and a condition of the continuation of this Lease Agreement is the participation by the LESSEE in the management and operation of the property. LESSEE agrees not to allow any other person other than the individual LESSEE to assume a position of management and control of the Leased Premises or the Lakewood Equestrian Center without first obtaining CITY'S consent in writing. Any assignment, encumbrance, sublease or violation of any of the terms and provisions of this paragraph without CITY'S written consent is void and, at CITY'S election, shall constitute a default terminating this Lease Agreement.
- B. LESSEE shall promptly notify CITY of any actual or proposed change in, or transfer of, or acquisition by any other party of, or control of the corporate LESSEE. The word control as used herein is not limited to major stockholders but includes any and all shareholders thereof or any other person having working control of the business entity. A rebuttable presumption that a transfer of control has occurred shall arise upon the sale or transfer by any person of ten percent (10%) or more of the shares of the business entity. Every change, transfer or acquisition of control of the corporation shall make the Lease Agreement subject to cancellation

unless and until CITY has consented thereto. For the purpose of determining whether it shall consent to such change, transfer or acquisition of control, CITY may inquire into all qualifications of the prospective controlling party.

- C. In the absence of extraordinary circumstances, the CITY will not approve any transfer or assignment of the Lease Agreement prior to seventy percent (70%) of the completion of the proposed improvements.

66. No Waiver. No waiver by CITY of CITY'S right to enforce any provision hereunder after any default on the part of LESSEE shall be deemed a waiver of CITY'S right to enforce each and all of the provisions hereof upon any other or further default on the part of LESSEE. The acceptance of rent hereunder shall not be or constitute to be a waiver of any breach of any term, covenant or condition of this Lease Agreement.

67. Eminent Domain. This Lease Agreement shall not in any way or to any extent impair or effect the right of CITY to acquire LESSEE's interest in the Leased Premises during the Term of this Lease Agreement, either by purchase or through the exercise of the right of eminent domain, and nothing herein contained shall be construed to contract away or to modify or to breach, either for a term or in perpetuity, CITY'S right of eminent domain with respect to the Leased Premises and LESSEE'S interest therein.

68. Default.

- A. The occurrence of any of the following shall constitute a default by LESSEE:

- i. Failure to make any payment of recreation lease fees, capital improvement fund fees, or any other payment required to be made by LESSEE hereunder when due, if failure continues for ten (10) days after notice has been given to LESSEE.
- ii. Failure to initiate and complete facility improvements as defined in Exhibit "F" and proposed by LESSEE in the LESSEE'S proposal, Exhibit "E".
- iii. Abandonment and vacation of the Leased Premises, including the failure to occupy the Leased Premises, and operate the business thereon for thirty (30) consecutive days.
- iv. The failure of LESSEE to submit the required monthly reports as listed in section 5.C. upon thirty (30) days written notice from CITY of failure to submit required reports.

- v. The failure of LESSEE to observe or perform all of the covenants, conditions or provisions of this Lease Agreement to be observed or performed by LESSEE, upon thirty (30) days written notice from CITY to LESSEE. If the nature of LESSEE'S default is such that more than thirty days are reasonably required for cure thereof, then LESSEE shall not be in default if LESSEE shall commence such cure within the thirty day period and thereafter diligently prosecutes such cure to completion.
- vi. The failure of LESSEE to comply with any written order or directives relating to the Leased Premises from any governmental entity within the time set forth in such order and all applicable appeal rights have been exhausted.
- vii. If any petition is filed by LESSEE under any section or chapter of the federal Bankruptcy Code as it may be amended from time to time and such petition is not dismissed within ninety days after the filing thereof; if LESSEE becomes insolvent or makes a transfer in fraud of creditors; if LESSEE makes a general arrangement or general assignment for the benefit of creditors; if a receiver, custodian or trustee is appointed for any of the assets of LESSEE located at the Leased Premises and the appointment is not vacated within ninety (90) days.
- viii. The discovery by CITY that LESSEE has provided CITY with false financial information.

No notice under this subsection shall be deemed a forfeiture or termination of this Lease Agreement unless CITY so elects in the notice.

- B. If LESSEE commits a default, it is understood that the remedies herein provided for CITY are not exclusive; they are cumulative, in addition to the remedies now or later provided by law or at equity, and any of which remedies CITY shall have the right to use at its option:
  - i. CITY can continue this Lease Agreement in full force and effect, and this Lease Agreement will continue in effect as long as CITY does not terminate LESSEE'S right to possession, and CITY shall have the right to collect rent when due. Such election shall not be deemed a waiver of CITY'S right at any time to demand that LESSEE correct said default or to enforce this Lease Agreement.
  - ii. CITY can terminate LESSEE'S right to possession of the Leased Premises at any time if LESSEE defaults as described above. No

act by CITY other than giving notice to LESSEE shall terminate this Lease Agreement. Acts of maintenance, emergency repairs, or other acts taken by CITY to protect said Leased Premises or the public shall not constitute a termination of LESSEE'S right of possession without such notice.

- iii. CITY shall have the right to collect all business receipts and to conduct LESSEE'S business in whole or in part.
  - iv. CITY at any time after LESSEE commits a default under this Lease Agreement can cure the default at LESSEE'S cost. If CITY at any time by reason of LESSEE'S default pays any sum or does any act that requires the payment of any sum, or the occurrence of any cost, the sum paid or cost incurred by CITY shall be due immediately from LESSEE to CITY at the time the sum was paid, and if paid at a later date, shall bear interest at the rate of twelve percent (12%) per annum from the date the sum is paid by CITY until CITY is reimbursed by LESSEE. The sum, together with interest on it, shall be additional rent.
- C. CITY shall be in default under this Lease Agreement if it fails or refuses to perform any provision of this Lease Agreement that it is obligated to perform, if the failure to perform is not cured within thirty (30) days after notice of the default has been given by LESSEE to CITY. If the default cannot be reasonably cured within thirty (30) days, CITY shall not be in default of this Lease Agreement, if CITY commences to cure the default within the thirty (30) day period, and diligently and in good faith continues to cure the default thereafter.

#### 69. Surrender of Premises and Holding Over.

- A. On the termination of this Lease Agreement, LESSEE shall surrender to CITY the Leased Premises and the Southern California Edison right-of-way, along with all-improvements, additions and alterations thereon, in good condition except for ordinary wear and tear occurring after the last required maintenance by LESSEE, or destruction of the Leased Premises as covered by this Lease Agreement, and with the exception of any property that LESSEE has the right to remove or is obligated to remove under the provisions of this Lease Agreement. LESSEE shall remove all its personal property prior to the termination date, and perform all restoration necessary by removal of any alterations or LESSEE'S personal property within ten (10) days after the termination of the Lease Agreement. CITY can elect to retain or dispose of in any manner any alteration or LESSEE'S personal property that LESSEE does not remove from the Leased Premises on expiration or termination of the Lease Agreement, as allowed or required by this Lease



Agreement, by giving at least ten (10) days' notice to LESSEE. Title to any such alteration or LESSEE'S personal property that CITY elects to retain, or dispose of on the expiration of the ten (10) day period, shall vest in CITY. LESSEE waives all claims against CITY for any damage to LESSEE resulting from CITY'S retention or disposition of any such alteration, or LESSEE'S personal property. LESSEE shall be liable to CITY for CITY'S costs of storage, removal and disposal of any alterations, or LESSEE'S personal property. If LESSEE fails to surrender the Leased Premises to CITY on the expiration of the term, as required by this subparagraph. LESSEE shall hold CITY harmless from all damages resulting from LESSEE'S failure to surrender the Leased Premises.

B. If LESSEE, with CITY'S consent, remains in possession of the Leased Premises after the expiration or termination of the term, such possession shall be deemed to be a month-to-month tenancy, terminable on thirty (30) day notice given at any time by either party. All provisions of this Lease Agreement, except those pertaining to the term shall apply to the month-to-month tenancy.

70. Attorneys' Fees. If either party commences an action against the other party arising out of or in connection with this Lease Agreement, the prevailing party shall be entitled to have and recover from the losing party reasonable litigation expenses, including but not limited to attorneys' fees and court costs.

71. Advice of Counsel. Each party hereto has been provided full opportunity for review of this Lease Agreement by legal counsel. Therefore, no presumption or rule that ambiguity shall be construed against the drafting party shall apply to the interpretation or enforcement of this Lease Agreement.

72. Quiet Enjoyment. CITY agrees that LESSEE upon paying the rental and performing the covenants and agreements of this Lease Agreement may quietly hold and enjoy the Leased Premises during the term hereof.

73. Miscellaneous. The title to paragraphs are not a part of this Lease Agreement and shall have no effect upon the construction or interpretation of any part of this Lease Agreement.

This Lease Agreement contains all of the agreements and conditions made between the parties to this Lease Agreement, and may not be modified orally, or in any other manner than by an agreement in writing signed by all parties.

Time is the essence in the performance of LESSEE'S obligations under this Lease Agreement.

74. Notices. Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail in an envelope bearing the proper amount of postage thereon, and addressed as follows:

To CITY:                      Director of Recreation and Community Services  
                                    City of Lakewood  
                                    5050 Clark Avenue, Lakewood, CA 90712

To LESSEE:                   Michele Bloomquist, dba, GRB Ranch  
                                    3553 Atlantic Avenue #187, Long Beach, CA 90807

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this day and year first above written.

CITY OF LAKEWOOD

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

Michele Bloomquist, dba, GRB Ranch

By \_\_\_\_\_

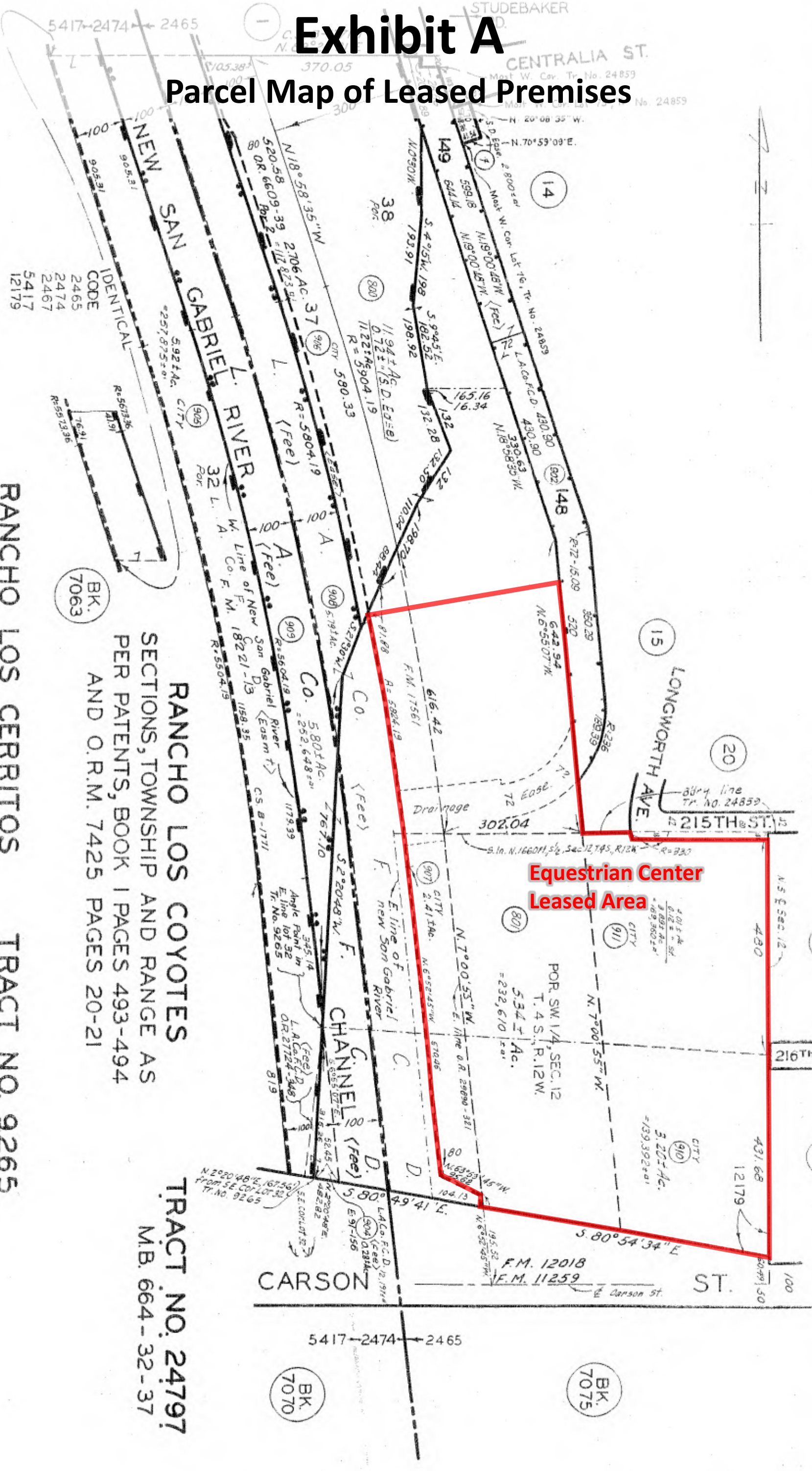
\_\_\_\_\_  
Title

List of Exhibits attached.

Exhibit A	Parcel Map of Leased Premises
Exhibit B	Lakewood Equestrian Center Site Map as of June 30, 2019
Exhibit C	Southern California Edison Company License Agreement with City of Lakewood
Exhibit D	LESSEE'S Personal Property List
Exhibit E	LESSEE'S Program and Capital Improvement Plan Proposal
Exhibit F	Proposed Timeline for LESSEE and CITY Facility Improvements
Exhibit G	Definitions of Regular Maintenance, Major Maintenance and Capital Improvements to Structures and Fixed Assets
Exhibit H	Quarterly Safety and Maintenance Inspection Form
Exhibit I	LESSEE'S Management and Operations Contact List
Exhibit J	LESSEE Quarterly Evaluation Checklist
Exhibit K	Monthly Gross Revenue Report
Exhibit L	LESSEE'S Manure Management Plan

# Exhibit A

## Parcel Map of Leased Premises



RANCHO LOS COYOTES  
SECTIONS, TOWNSHIP AND RANGE AS  
PER PATENTS, BOOK 1 PAGES 493-494  
AND O.R.M. 7425 PAGES 20-21

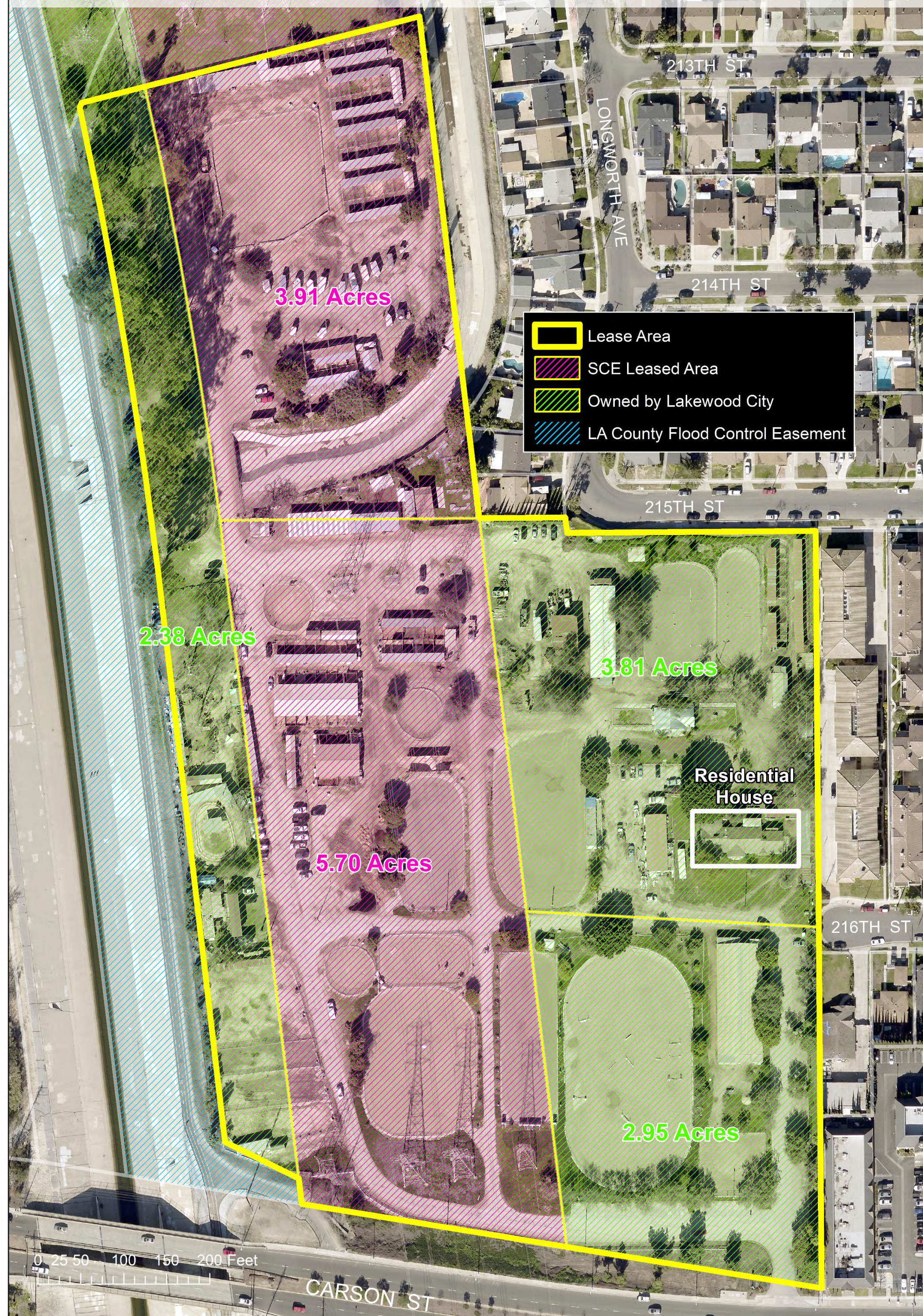
RANCHO LOS CERRITOS  
TRACT NO. 9265  
P. 2-202-205  
M. B. 176-31-35

TRACT NO. 24797  
M.B. 664-32-37



# Exhibit B

## Lakewood Equestrian Center Site Map as of June 30, 2019





**Exhibit C**  
**Southern California Edison Company**  
**License Agreement**  
**with City of Lakewood**

---

**20 pages**

THE CITY OF LAKEWOOD

L I C E N S E   A G R E E M E N T  
I N D E X   O F   A R T I C L E S

1. USE
2. TERM
3. CONSIDERATION
4. INSURANCE
5. LICENSOR'S USE OF THE PROPERTY
6. LICENSEE'S IMPROVEMENTS
7. LICENSEE'S PERSONAL PROPERTY
8. HEIGHT LIMITATIONS AND VERTICAL CLEARANCES
9. ACCESS AND CLEARANCES
10. PARKING
11. WEEDS, BRUSH, RUBBISH AND DEBRIS (WEED ABATEMENT)
12. FLAMMABLES, WASTE AND NUISANCES
13. PESTICIDES AND HERBICIDES
14. HAZARDOUS WASTE
15. SIGNS
16. FENCING
17. PARKWAYS AND LANDSCAPING
18. IRRIGATION EQUIPMENT
19. UNDERGROUND TANKS
20. UNDERGROUND FACILITIES
21. UTILITIES
22. TAXES, ASSESSMENTS AND LIENS
23. EXPENSE
24. ASSIGNMENTS
25. COMPLIANCE WITH LAW
26. GOVERNING LAW
27. INDEMNIFICATION
28. TERMINATION
29. EVENTS OF DEFAULT
30. REMEDIES
31. NON-POSSESSORY INTEREST
32. WAIVER
33. AUTHORITY
34. ATTORNEY FEES
35. ELECTRIC AND MAGNETIC FIELDS
36. INDUCED VOLTAGES

Initial MS JA  
Licensor/Licensee

37. NOTICES

38. RECORDING

39. COMPLETE AGREEMENT

40. SIGNATURE AUTHORITY

APPENDIX: GUIDELINES FOR STANDARD LICENSEE IMPROVEMENTS

ADDENDUM(S)

PARKING

RIDING AND BOARDING

TREES AND LANDSCAPING

Initial MS / JK  
Licensor/Licensee



## LICENSE AGREEMENT

THIS AGREEMENT between SOUTHERN CALIFORNIA EDISON COMPANY, a corporation organized under the laws of the State of California, hereinafter called "Licensor", and THE CITY OF LAKEWOOD, hereinafter called "Licensee";

WITNESSETH: That Licensor, for and in consideration of the faithful performance by Licensee of the terms, covenants and agreements hereinafter set forth to be kept and performed by Licensee, does hereby give to Licensee the license to use that certain real property solely for the purpose hereinafter specified, upon and subject to the terms, reservations, covenants and conditions hereinafter set forth, hereinafter designated as "Property" on the Exhibit "A" attached hereto and made a part hereof, being a portion of Assessor's Parcel Numbers 7060-002-801 and 7060-002-800, situated in the City of Lakewood, County of Los Angeles, State of California.

## SUBJECT TO:

Covenants, conditions, restrictions, reservations, exceptions, rights and easements, whether or not of record.

1. Use: Licensee will use the Property for horse stable purposes only. Licensor makes no representation, covenant, warranty or promise that the Property is fit for any particular use, including the use for which this Agreement is made and Licensee is not relying on any such representation, covenant, warranty or promise. Licensee's failure to utilize the Property in accordance with this License as determined by the Licensor in its sole discretion will be grounds for immediate termination of this Agreement in accordance with Article 29.

2. Term: Unless otherwise terminated as provided herein, this Agreement will be in effect for a term of five (5) years commencing on the first day of January, 2016 and ending on the last day of December, 2020. Licensee acknowledges that this Agreement does not entitle Licensee to any subsequent agreement, for any reason whatsoever, regardless of the use Licensee makes of the Property, the improvements Licensee places on or makes to the Property, or for any other reason.

3. Consideration: Licensee will pay to Licensor the sum of Thirty Three Thousand Seven Hundred Seventy Seven and 82/100 Dollars (\$33,777.82) upon the execution and delivery of this Agreement with subsequent annual payments. Payment to Licensor must be in the form of a check or money order payable to Southern California Edison Company. No cash payments will be accepted by Licensor. Payment schedule as follows:

Term	Year Due	Yearly Amount	Payment Due First Day Of
First Year	2016	\$33,777.82	January
Second Year	2017	\$34,791.15	January
Third Year	2018	\$35,834.89	January
Fourth Year	2019	\$36,909.94	January
Fifth Year	2020	\$38,017.23	January

Initial HS JK  
Licensor/Licensee

All accounts not paid by the agreed upon due date may be subject to a late fee of up to 20% of the full amount that was due on said date.

All payments subsequent to the initial payment will be paid to the Southern California Edison Company, Post Office Box 800 Rosemead, California, 91770, and Attention: Corporate Accounting Department - Accounts Receivable.

4. Insurance: During the term of this Agreement, Licensee shall maintain the following insurance:

- (a) Workers' Compensation with statutory limits, in accordance with the laws of the State of California and Employer's Liability with limits of not less than \$1,000,000.00 each accident, disease/each employee, and disease/policy limit. Licensee shall require its insurer to waive all rights of subrogation against Licensor, its officers, agents and employees, except for any liability resulting from the willful or grossly negligent acts of the Licensor.
- (b) Commercial General Liability Insurance, including contractual liability and products liability, with limits not less than \$2,000,000.00 per occurrence. Such insurance shall: (i) name Licensor, its officers, agents and employees as additional insureds, but only for Licensee's acts or omissions; (ii) contain separation of insureds or cross-liability clause, and (iii) require its insurer to waive all rights of subrogation against Licensor, its officers, agents and employees, except for any liability resulting from the willful or grossly negligent acts of the Licensor.
- (c) Commercial Automobile Liability insurance with a combined single limit of \$1,000,000.00. Such insurance shall cover the use of owned, non-owned and hired vehicles on the Property.

Licensee shall provide Licensor with proof of such insurance by submission of certificates of insurance, pursuant to Article 37 "Notices", at least ten days prior to the effective date of this Agreement, and thereafter at least ten days prior to each insurance renewal. Such insurance shall not be canceled nor allowed to expire, nor be materially reduced, without thirty days prior written notice to Licensor, ten days for non-payment of premium. The required insurance policies shall be maintained with insurers reasonably satisfactory to Licensor, and shall be primary and non-contributory with any insurance or self-insurance maintained by Licensor.

5. Licensor's Use of the Property: Licensee agrees that Licensor, its successors and assigns, have the right to enter upon the Property, at all times, for any purpose, and the right to conduct any activity on the Property. Exercise of these rights by Licensor, its successors and assigns, will not result in compensation to Licensee for any damages whatsoever to personal property and/or crops located on the Property.

6. Licensee's Improvements: Licensee must submit, for Licensor's prior written approval, complete improvement plans, including, but not limited to, grading, lighting, landscaping, grounding, and irrigation plans, - identifying all existing and proposed improvements, a minimum of sixty (60) days prior to making any use of the Property. Licensee's conceptual plans for proposed improvements shall be developed in accordance with the guidelines contained in the Appendix to this License. It is understood and agreed that the general guidelines contained in the Appendix are intended to provide a

Initial   
Licensor/Licensee

framework for the development of conceptual plans only; and that Licensor may modify or add to the conditions contained in the Appendix hereto, based on individual site characteristics, Licensor's existing or potential operating needs or Licensee's proposed use(s). Licensee must submit, for Licensor's prior written approval plans for any modifications to such improvements. Written approval may be modified and/or rescinded by Licensor for any reason whatsoever. At any time, Licensee may be required to modify and/or remove any or all such previously approved improvements at Licensee's risk and expense and without any compensation from Licensor. Licensor is not required, at any time, to make any improvements, alterations, changes or additions of any nature whatsoever to the Property. Licensee expressly acknowledges that any expenditures or improvements will in no way alter Licensor's right to terminate in accordance with Article 28.

7. Licensee's Personal Property: All approved equipment and other property brought, placed or erected on the Property by Licensee shall be and remain the Property of Licensee, except as otherwise set forth herein. If Licensee is not in default hereunder, Licensee shall have the right to remove the same from the Property at any time prior to the expiration or earlier termination of this Agreement; provided, however, that Licensee shall promptly restore any damage to the Property caused by the removal. If Licensee is in default, however, such equipment or other property shall not be removed by Licensee without Licensor's written consent until Licensee has cured such default, and Licensor shall have a lien thereon to the extent thereof. Licensee further acknowledges and agrees that Licensor is not responsible for Licensee's property. Licensor further assumes no duty or obligation to maintain or secure Licensee's property including, but not limited to such times when Licensee's property may not be removed by Licensee from the Property in the event of a default.

8. Height Limitations and Vertical Clearances: Any equipment used by Licensee or its agents, employees or contractors, on and/or adjacent to the Property, will be used and operated so as to maintain minimum clearances from all overhead electrical conductors as designated in the table below:

Vehicle/ Equipment Vertical Clearance	
500 kV	36 feet
220 kV - 66kV	30 feet
<66kV (Distribution facilities)	25 feet
Telecom	18 feet

All trees and plants on the Property will be maintained by Licensee at a maximum height of fifteen (15) feet. If requested by Licensor, Licensee will remove, at Licensee's expense, any tree and/or other planting.

9. Access and Horizontal Clearances: Licensee will provide Licensor with adequate access to all of Licensor's facilities on the Property and at no time will there be any interference with the free movement of Licensor's equipment and materials over the Property. Licensor may require Licensee to provide and maintain access roads within the Property, at a minimum usable width of sixteen (16) feet, together with commercial driveway aprons and curb depressions capable of supporting a gross load of forty (40) tons on a three-axle vehicle. The minimum width of all roads shall be increased on curves by a distance equal to 400/inside radius of curvature. All curves shall have a radius of not less than 50 feet measured at the inside edge of the usable road surface. Unless otherwise specified in writing by Licensor, Licensee will make no use of the area directly underneath Licensor's towers and will maintain the following minimum clearances at all times:

Initial MS / AN  
Licensor / Licensee

- a. A 50-foot-radius around suspension tower legs, H-Frames and poles and 100-foot radius around dead-end tower legs, H-Frames and poles.
- b. A 25-foot-radius around all other poles.

NOTE: Additional clearance may be required for structures.

10. Parking: Licensee will not park, store, repair or refuel any motor vehicles or allow parking, storage, repairing or refueling of any motor vehicles on the Property unless specifically approved in writing by Licensor.

11. Weeds, Brush, Rubbish and Debris (Weed Abatement): Licensee will keep the Property clean, free from weeds, brush, rubbish and debris and in a condition satisfactory to Licensor.

12. Flammables, Waste and Nuisances: Unless permitted by Licensor in writing, Licensee will not, or allows others to place, use, or store any flammable or combustible materials or waste materials on the Property or commit any waste or damage to the Property or allow any to be done. Licensee will be responsible for the control of and will be liable for any damage or disturbance, caused by dust, odor, flammable or waste materials, noise or other nuisance disturbances. Licensee will not permit dogs on the Property.

13. Pesticides and Herbicides: Any pesticide or herbicide applications and disposals will be made in accordance with all Federal, State, County and local laws. Licensee will dispose of all pesticides, herbicides and any other toxic substances declared to be either a health or environmental hazard, as well as all materials contaminated by such substances, including but not limited to, containers, clothing and equipment, in the manner prescribed by law.

14. Hazardous Waste: Licensee will not engage in, or permit any other party to engage in, any activity on the Property that violates federal, state or local laws, rules or regulations pertaining to hazardous, toxic or infectious materials and/or waste. Licensee will indemnify and hold Licensor, its directors, officers, agents and employees, and its successors and assigns, harmless from any and all claims, loss, damage, actions, causes of action, expenses and/or liability arising from leaks of, spills of, and/or contamination by or from hazardous materials as defined by applicable laws or regulations, which may occur during and after the Agreement term, and are attributable to the actions of, or failure to act by, Licensee or any person claiming under Licensee.

15. Signs: Licensee must obtain written approval from Licensor prior to the construction or placement of any sign, signboard or other form of outdoor advertising. Licensee shall within three (3) days from the date on which the Licensee becomes aware of the graffiti remove any signs containing graffiti or shall otherwise remove such graffiti from the signs in a manner reasonably acceptable to Licensor. Licensee shall not advertise on any Sign any product, service, or good which is offensive to the public or which Licensor, in its reasonable discretion, deems objectionable.

16. Fencing: Licensee may install fencing on the Property with prior written approval from Licensor. Such fencing will include double drive gates, a minimum of twenty (20) feet in width, designed to accommodate Licensor's locks, in locations specified by Licensor. Licensee will ground and maintain all fencing in a manner acceptable to Licensor. Grounding plans must be prepared and stamped by a licensed electrical engineer and submitted to Licensor.

Initial MS / gn  
Licensor / Licensee

17. Parkways and Landscaping: Licensee will keep parkway and sidewalk areas adjacent to the Property free of weeds, brush, rubbish and debris. Licensee will maintain parkways on the Property and provide landscaping that is compatible with adjoining properties and that is satisfactory to Licensor.

18. Irrigation Equipment: Any irrigation equipment located on the Property prior to the commencement of this Agreement, including but not limited to pipelines, well pumping equipment and other structures, is the property of Licensor and will remain on and be surrendered with the Property upon termination of this Agreement. Should Licensee desire to use the irrigation equipment, Licensee will maintain, operate, repair and replace, if necessary, all irrigation equipment at its own expense.

19. Underground and Above-Ground Tanks: Licensee will not install underground or above-ground storage tanks, as defined by any and all applicable laws or regulations, without Licensor's prior written approval.

20. Underground Facilities: Licensee must contact Dig Alert prior to any underground installation. Any underground facilities installed or maintained by Licensee on the Property must have a minimum cover of three feet from the top of the facility and be capable of withstanding a gross load of forty (40) tons on a three-axle vehicle. Licensee will compact any earth excavated to a compaction of ninety percent (90%). Licensee will relocate its facilities at its own expense so as not to interfere with Licensor's proposed facilities.

21. Utilities: Licensee will pay all charges and assessments for, or in connection with, water, electric current or other utilities which may be furnished to or used on the Property.

22. Taxes, Assessments and Liens: Licensee will pay all taxes and assessments which may be levied upon any crops, personal property, and improvements, including but not limited to, buildings, structures, and fixtures on the Property. Licensee will keep the Property free from all liens, including but not limited to, mechanics liens and encumbrances by reason of use or occupancy by Licensee, or any person claiming under Licensee. If Licensee fails to pay the above-mentioned taxes, assessments or liens when due, Licensor will have the right to pay the same and charge the amount to the Licensee. All accounts not paid within 30 days of the agreed upon due date will be charged a "late fee" on all amounts outstanding up to the maximum rate allowed by law.

23. Expense: Licensee will perform and pay all obligations of Licensee under this Agreement. All matters or things herein required on the part of Licensee will be performed and paid for at the sole cost and expense of Licensee, without obligation on the part of Licensor to make payment or incur cost or expense for any such matters or things.

24. Assignments: This Agreement is personal to Licensee, and Licensee will not assign, transfer or sell this Agreement or any privilege hereunder in whole or in part, and any attempt to do so will be void and confer no right on any third party.

25. Compliance with Law: Licensee will comply with all applicable federal, state, county and local laws, all covenants, conditions and restrictions of record and all applicable ordinances, zoning restrictions, rules, regulations, orders and any requirements of any duly constituted public authorities now or hereafter in any manner affecting the Property or the streets and ways adjacent thereto. Licensee will obtain all permits and other governmental approvals required in connection with Licensee's activities hereunder.

Initial   
Licensor/Licensee

26. Governing Law: The existence, validity, construction, operation and effect of this Agreement and all of its terms and provisions will be determined in accordance with the laws of the State of California.

27. Indemnification: Licensee shall hold harmless, defend and indemnify Licensor, its officers, agents and employees, and its successors and assigns, from and against all claims, loss, damage, actions, causes of actions, expense and/or liability arising from or growing out of loss or damage to property, including that of Licensor, or injury to or death of persons, including employees of Licensor resulting in any manner whatsoever, directly or indirectly, by reason of this Agreement or the use or occupancy of the Property by Licensee or any person claiming under Licensee.

28. Termination: Licensor may cancel and terminate this agreement, at any time, for any reason for all or any portion of the licensed Property, upon thirty (30) days notice in writing, unless otherwise extended by Licensor at the sole and absolute discretion of the Licensor. Licensee may cancel and terminate this agreement at any time, for any reason for all of the licensed Property, upon thirty (30) days notice in writing. In the event Licensee wishes to cancel and terminate this agreement for a portion of the licensed property, Licensee will request Licensor's consent to either an amendment or a new license, such consent may be withheld in Licensor's sole and absolute discretion. To the extent an amendment or new license is granted, Licensee shall peaceably quit, surrender and, prior to termination date, restore the Property being vacated to the condition in which it existed prior to Licensee's use of the Property in a manner satisfactory to Licensor. Termination, cancellation or expiration does not release Licensee from any liability or obligation (indemnity or otherwise) which Licensee may have incurred. Licensee's continued presence after termination shall be deemed a trespass. To the event of a termination for any reason other than non-payment of the License fee, Licensor shall refund any previously collected/pre-paid License fees covering the unused portion of the remaining term.

29. Events of Default: The occurrence of any of the following shall constitute a material default and breach of this Agreement by Licensee:

- (a) Any failure by Licensee to pay the consideration due in accordance with Article 3, or to make any other payment required to be made by Licensee hereunder when due.
- (b) The abandonment or vacating of the Property by Licensee.
- (c) Any attempted assignment or subletting of this Agreement by Licensee in violation of Article 24.
- (d) The violation by Licensee of any resolution, ordinance, statute, code, regulation or other rule of any governmental agency in connection with Licensee's activities pursuant to this Agreement.
- (e) A failure by Licensee to observe and perform any other provision of this Agreement to be observed or performed by Licensee, where such failure continues for the time period specified in a written notice thereof by Licensor to Licensee.
- (f) Any attempt to exclude Licensor from the licensed premises.
- (g) The making by Licensee of any general assignment for the benefit of creditors; the appointment of a receiver to take possession of substantially all of Licensee's assets

Initial MS  
Licensor/ Licensee

located on the Property or of Licensee's privileges hereunder where possession is not restored to Licensee within five (5) days; the attachment, execution or other judicial seizure of substantially all of Licensee's assets located on the Property or of Licensee's privileges hereunder, where such seizure is not discharged within five (5) days.

- (h) Any case, proceeding or other action brought against Licensee seeking any of the relief mentioned in "clause g" of this Article which has not been stayed or dismissed within thirty (30) days after the commencement thereof.

30. Remedies: In the event of any default by Licensee, then in addition to any other remedies available to Licensor at law or in equity, Licensor shall have the immediate option to terminate this Agreement and all rights of Licensee hereunder by giving written notice of termination to Licensee. Upon termination, Licensor will have the right to remove any and all of Licensee's personal property from the Property, including but not limited to, buildings, structures, fixtures, or goods. In addition, Licensor may immediately recover from Licensee all amounts due and owing hereunder, plus interest at the maximum rate permitted by law on such amounts until paid, as well as any other amount necessary to compensate Licensor for all the detriment proximately caused by Licensee's failure to perform its obligations under this Agreement. Such amounts shall include, but are not limited to environmental studies and environmental remediation and/or cleanup attributable to Licensee's use of the Property. Licensor shall have no obligation to keep or otherwise maintain Licensee's property and may, at its option sell such property or otherwise dispose of it.

31. Non-Possessory Interest: Licensor retains full possession of the Property and Licensee will not acquire any interest temporary, permanent, irrevocable, possessory or otherwise by reason of this Agreement, or by the exercise of the permission given herein. Licensee will make no claim to any such interest. Any violation of this provision will immediately void and terminate this Agreement.

32. Waiver: No waiver by Licensor of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Licensee of the same or any other provision. Licensor's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Licensor's consent to or approval of any subsequent act by Licensee.

33. Authority: This License Agreement is executed subject to General Order No. 69-C of the Public Utilities Commission of the State of California dated and effective July 10, 1985, incorporated herein by this reference. As set forth in General Order 69-C, this License is made conditional upon the right of the Licensor either on order of the Public Utilities Commission or on Grantor's own motion to resume the use of the property in question (including, but not limited to the removal of any obstructions) whenever, in the interest of Licensor's service to its patrons or consumers, it shall appear necessary or desirable to do so. Licensee agrees to comply with all applicable federal, state and local laws and regulations. This License Agreement should not be construed as a subordination of Licensor's rights, title and interest in and to its fee ownership, nor should this License Agreement be construed as a waiver of any of the provisions contained in said License or a waiver of any costs of relocation of affected Licensor facilities.

34. Attorneys' Fees: In the event of any action, suit or proceeding against the other, related to this Agreement, or any of the matters contained herein, the successful party in such action, suit or proceeding shall be entitled to recover from the other party reasonable attorney fees incurred.

Initial   
Licensor/Licensee

35. Electric and Magnetic Fields ("EMF"): There are numerous sources of power frequency electric and magnetic field ("EMF"), including household or building wiring, electrical appliances and electric power transmission and distribution facilities. There have been numerous scientific studies about the potential health effects of EMF. Interest in a potential link between long-term exposures to EMF and certain diseases is based on the combination of this scientific research and public concerns.

While some 40 years of research have not established EMF as a health hazard, some health authorities have identified magnetic field exposures as a possible human carcinogen. Many of the questions about specific diseases have been successfully resolved due to an aggressive international research program. However, potentially important public health questions remain about whether there is a link between EMF exposures in homes or work and some diseases including childhood leukemia and a variety of other adult diseases (e.g. adult cancers and miscarriages). While scientific research is continuing on a wide range of questions relating to exposures at both work and in our communities, a quick resolution of the remaining scientific uncertainties is not expected.

Since Licensee plans to license or otherwise enter Licensor property that is in close proximity to Licensor electric facilities, Licensor wants to share with Licensee and those who may enter the property under this agreement, the information available about EMF. Accordingly, Licensor has attached to this document a brochure that explains some basic facts about EMF and that describes Licensor policy on EMF. Licensor also encourages Licensee to obtain other information as needed to assist in understanding the EMF with respect to the planned use of this property.

36. Induced Voltages: Licensee hereby acknowledges that any structures (including, but not limited to, buildings, fences, light poles) that exist or may be constructed on the Property licensed herein, (hereinafter, the "Structures") in close proximity to one or more high voltage (66 kilovolt or above) electric transmission lines and/or substation facilities may be susceptible to induced voltages, static voltages and/or related electric fault conditions (hereinafter collectively referred to as "Induced Voltages") unless appropriate grounding or other mitigation measures are incorporated into the Structures. If not properly mitigated, Induced Voltages can result in a variety of safety and/or nuisance conditions including, but not limited to, electric shocks or other injuries to individuals contacting the Structures or other utilities connected to the Structures (including, but not limited to, natural gas lines, water lines or cable television lines), or interference with or damage to sensitive electronic equipment located in or around the Structures. Appropriate measures to mitigate Induced Voltages, if required, will vary from case to case because of factors such as electric facility configuration and voltage, other utilities involved, or sensitivity of electronic equipment. Licensee will be responsible to determine what, if any, Induced Voltages mitigation measures should be undertaken regarding the Structures and to implement such mitigation measures at its sole cost and expense.

Licensee agrees for itself and for its contractors, agents, licensees, invitees, and employees, to save harmless and indemnify Licensor, its parent, subsidiaries and affiliated entities and their respective officers and employees from and against any and all claims, loss, damage, actions, causes of action, expenses and/or liability arising from or growing out of loss or damage to property, including Licensor's own personal property, or injury to or death of persons, including employees of Licensor caused by or resulting from or connected to Induced Voltages on or related to the Structures.

37. Notices: All notices required to be given by either party will be made in writing and deposited in the United States mail, first class, postage prepaid, addressed as follows:

Initial   
Licensor/Licensee



To Licensor: Southern California Edison Company  
Real Properties Department  
Land Management – Metro Region  
2131 Walnut Grove Avenue  
Rosemead, CA 91770

To Licensee: The City of Lakewood  
5050 Clark Avenue  
Lakewood, CA 90712

Business Telephone No. (562) 866-9771

Licensee will immediately notify Licensor of any address change.

38. Recording: Licensee will not record this Agreement.

39. Complete Agreement: Licensor and Licensee acknowledge that the foregoing provisions and any appendix, addenda and exhibits attached hereto constitute the entire Agreement between the parties.

40. Signature Authority: Each of the persons executing this Agreement warrants and represents that he or she has the full and complete authority to enter into this Agreement on behalf of the Party for which he or she is signing, and to bind said party to the agreements, covenants and terms contained herein.

(this space left intentionally blank)

Initial MS/AN  
Licensor/Licensee

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate.

SOUTHERN CALIFORNIA EDISON COMPANY

By Marisol Sanchez  
Date 9-16-15 LICENSOR

MARISOL SANCHEZ  
Supervisor  
Land Management – Metro Region  
Real Properties Department

THE CITY OF LAKEWOOD

By Jeff Wood  
Date August 25, 2015 LICENSEE

Print Name: Jeff Wood, Mayor

Initial MS / JW  
Licensor/Licensee

## APPENDIX

### Guidelines for Standard Licensee Improvements

The following criteria are provided to aid in the development of a conceptual plot plan to be submitted to Southern California Edison Company herein after referred to as "Licensor" for consideration and approval prior to the start of any construction on "Licensor" property.

Plans should be developed indicating the size and location of all planned improvements. The plan should specify the dimensions of all planned improvements as well as the distance of all planned improvements from property lines and all adjacent "Licensor" towers, poles, guy wires or other "Licensor" facilities.

The plan must show the locations of all "Licensor" towers and poles, 16-foot wide access roads, main water lines and water shut-off valves, electrical service lines and parking areas. All plans must indicate adjacent streets and include a "north arrow" and the Licensee's name.

### SHADE STRUCTURES

*(Definition: A non-flammable frame covered on the top with a material designed to provide shade to aid in growing plants)*

1. Shade structures must maintain minimum spacing of 50 feet between shade structure locations, should be placed perpendicular to Licensor's overhead electrical conductors (wires) unless otherwise approved in writing by Licensor, and should not exceed maximum dimensions of:
  - a. 100 feet in length
  - b. 50 feet in width
  - c. 15 feet in height
2. Shade structures will not be permitted within the following areas reserved for Licensor's access:
  - a. Within 2 feet from edge of 16-foot wide access roads
  - b. 50 foot radius around suspension tower legs, H-Frames and poles
  - c. 100 foot radius around dead-end tower legs, H-Frames and poles
  - d. 25 foot radius around anchors/guy wires, poles and wood poles
3. Shade structures must utilize the following design:
  - a. Temporary/slip joint construction only
  - b. Non-flammable frame only
  - c. Adequately grounded by a licensed electrical engineer
  - d. Shade covering must be non-flammable and manufactured with non-hydrocarbon materials.

Initial (  )  
Licensor/Licensee

**SHADEHOUSES/HOTHOUSES**

*(Definition: A simple, non-flammable, enclosed structure designed to control temperature **without** the benefit of heating and/or air conditioning units to aid in propagating and/or growing plants)*

1. Shadehouses/hothouses must maintain minimum spacing of 50 feet between shadehouse/hothouse locations, should be placed in perpendicular to Licensor's overhead electrical conductors (wires) unless otherwise approved in writing by Licensor, and should not exceed maximum dimensions of:
  - a. 100 feet in length
  - b. 50 feet in width
  - c. 15 feet in height
2. Shadehouses/hothouses will not be permitted within the following areas reserved for Licensor's access:
  - a. Within 2 feet from edge of 16-foot wide access roads
  - b. 50 foot radius around suspension tower legs, H-Frames and poles
  - c. 100 foot radius around dead-end tower legs, H-Frames and poles
  - d. 25 foot radius around anchors/guy wires, poles and wood poles
3. Shadehouses/hothouses must utilize the following design:
  - a. Temporary/slip joint construction only
  - b. Non-flammable frame only
  - c. Adequately grounded by a licensed electrical engineer
  - d. Covering must be non-flammable and manufactured with non-hydrocarbon materials

**GREENHOUSES**

*(Definition: An enclosed structure designed to control temperature and/or humidity by the use of heating and/or air conditioning units to aid in propagating and/or growing plants)*

Greenhouses will be considered on a case-by-case basis.

**IRRIGATION SYSTEMS / WELLS**

1. Maximum diameter of pipe: 3 inches
2. All pipe must be plastic Schedule 40 or better
3. No irrigation system will be permitted within the following areas reserved for Licensor's access:
  - a. Within 2 feet from edge of 16-foot wide access roads
  - b. 50 foot radius around suspension tower legs, H-Frames and poles

Initial   
Licensor/Licensee

- c. 100 foot radius around dead-end tower legs, H-Frames and poles
4. Sprinkler and drip irrigation controllers must be located at the edge of the right of way
5. Suitable identification markers will be required on main controllers and valves
6. Locations of main shut off valve will be provided and shown on a plot plan
7. Underground facilities must have a minimum cover of three feet
8. Earth disturbed must be compacted to ninety percent (90%)

#### LANDSCAPING

1. No trees will be permitted under the overhead electrical conductors or within 20 feet of the "drip line" of the conductors
2. Trees must have slow to moderate growth, and must be of a variety that grows to a maximum height of no more than 40 feet and must be maintained by the Licensee at a height not to exceed 15 feet
3. Placement of large rocks (boulders) must be approved in writing by Licensor
4. Any mounds or change of grade must be approved in writing by Licensor
5. No cactus or thorny shrubs will be permitted
6. Retaining walls, planters, etc. may be considered on a case by case basis and must be approved in writing by Licensor

TRAILERS *(Definition: Removable / portable office modules are not permitted without Licensor's prior permission. Trailers must meet the following criteria to be considered: Trailers must meet the following criteria:*

- a. Must have axles and wheel and be able to be moved at any time
  - b. Maximum length: 40 feet
  - c. Maximum height: 15 feet
  - d. Maximum width: 12 feet
2. No trailers will be permitted within the following areas reserved for Licensor's access:
    - a. Within 2 feet from edge of 16-foot wide access roads
    - b. 50 foot radius around suspension tower legs, H-Frames and poles
    - c. 100 foot radius around dead-end tower legs, H-Frames and poles
    - d. 25 foot radius around anchors/guy wires, poles and wood poles
    - e. Under or within 10 feet of the conductor "drip lines"

Initial RS / JH  
Licensor/Licensee

3. Sewer or gas lines to trailers must be approved in writing by Licensor
4. Location of all electrical and telephone lines must be approved in writing by Licensor
5. Electrical lines must be installed by a licensed -general contractor.
6. Trailers shall not be used for residential purposes
7. Toxic or flammable materials will not be permitted in trailers
8. Adequately grounded by a licensed -general contractor

#### PARKING AREAS

Parking areas should not be designed under the overhead electrical conductors or within 10 feet of the "drip lines" without Licensor's prior written approval. Parking spaces to be identified in accordance with the approved site plan. "No Parking" striping may be required in areas where additional clearance is required.

#### MATERIAL STORAGE

1. In the event of an emergency, Licensee must immediately - relocate all materials specified by Licensor in order to provide Licensor clear access to its facilities.
2. Licensee must provide Licensor with a list of material stored on the right of way
3. No toxic or flammable materials will be permitted
4. No materials shall be stored within the following areas reserved for Licensor's access:
  - a. Within 2 feet from edge of 16-foot wide access roads
  - b. 50 foot radius around suspension tower legs, H-Frames and poles
  - c. 100 foot radius around dead-end tower legs, H-Frames and poles
  - d. 25 feet from anchors/guy wires, poles and wood poles
5. Storage of materials not to exceed a maximum height of 15 feet
6. No storage of gasoline, diesel or any other type of fuel will be permitted
7. Any fencing around the storage areas must have Licensor's prior written approval.

Initial MS JH  
Licensor/Licensee

ADDENDUM

PARKING

- A. Vehicles parked on the Property are limited to those owned by Licensee and its employees, invitees, customers and visitors. Licensee will not allow the storage, repairing or refueling of any vehicles on the property.
- B. No portion of the Property will be used to satisfy the minimum parking requirements of any government agency.
- C. Licensee must obtain prior written approval from Licensor for any vehicle parking improvements and/or subsequent modification. Licensee will maintain parking improvements at all times in a safe condition satisfactory to Licensor.
- D. Parking will be permitted in designated areas only. No parking will be permitted under or within ten feet of the "drip line" of Licensor's overhead electric conductors.
- E. At any time, Licensor may require the relocation of any portion of the parking improvements. Licensee will relocate same, at its expense, to a location satisfactory to Licensor within sixty (60) days after receiving notice to relocate from Licensor.

Initial VS / GW  
Licensor / Licensee

ADDENDUM

**RIDING AND BOARDING STABLES**

- A. Licensee must obtain prior written approval from Licensor for the installation of any structures, including but not limited to, fencing and corrals, and any subsequent modifications. Licensee will maintain the structures at all times in a safe condition satisfactory to Licensor.
- B. At any time, Licensor may require the relocation of any portion of the structures including fences and corrals. Licensee will relocate same, at its expense, to a location satisfactory to Licensor within sixty (60) days after receiving notice to relocate from Licensor.
- C. Vehicle parking is restricted to those areas designated and approved in writing by Licensor. Licensee will post signs identifying the areas where parking is prohibited.
- D. Hay may only be stacked in areas approved of in writing by Licensor and at a maximum height of four bales.
- E. Licensee will post and distribute rules to each horse owner boarding horses. The rules will include but not be limited to the following:
  - 1. No minors are permitted on premises during regular school hours unless accompanied by parent or guardian.
  - 2. No smoking shall be allowed within fifty (50) feet of stacked hay.
  - 3. All vehicles must be parked in accordance with posted signs.
  - 4. Owners of any animals boarded or kept on the Property hereby waives any claims against operator and Licensor, should either operator or Licensor require the removal of owner's animals because owner neglected or abused animals or owner has not kept boarding fees current.
  - 5. Owner will hold harmless and indemnify the operator and Licensor, its officers, agents, and employees, and its successors and assigns, from and against all claims, or injury to or death of persons including employees of operator and Licensor, resulting in any manner whatsoever, directly or indirectly, by reason of this license or the use or occupancy of the Property by owner or any person claiming under owner.
- F. Hay Storage structures shall not exceed maximum dimensions of:
  - 1. 15-feet in length
  - 2. 10-feet in width
  - 3. 10-feet in height
- G. Hay storage structures will not be permitted within the following access areas:
  - 1. Within 2-feet from edge of 16-foot wide access road.
  - 2. 50-foot radius around suspension towers.

Initial MS JW  
Licensor/Licensee



3. 100-foot radius around all dead-end towers.
4. 10-foot radius around all anchors/guy wires, tubular steel poles and wood poles.
5. Not permitted directly under or within 10-0feet of the conductor drip lines.

H. Hay storage structures must utilize the following design:

1. Temporary/Slip joint construction.
2. Metal frame only.
3. Properly grounded.
4. Metal roof only.
5. Equipped with an automated water sprinkler system for fire suppressions (only is hay is stacked more than four bales high).

Initial NSD  
Licensor/Licensee

ADDENDUM

**TREES / LANDSCAPING**

Existing landscaping improvements (trees, plants, and shrubs) have been inspected and approved by Licensor. This written approval may be modified and/or rescinded by Licensor for any reason whatsoever.

At any time, Licensor may require Licensee to modify and/or remove any or all such previously approved improvements at Licensee's risk and expense and without any compensation from Licensor.

Licensee agrees and accepts full responsibility for the maintenance and/or removal of all trees, plants, and shrubs (vegetation) located on the Property. All costs associated with the maintenance and/or removal of trees/vegetation will be the sole burden of Licensee.

Periodically, the Property will be inspected by Licensor, and upon determination that any tree/vegetation requires trimming or removal, Licensee will be notified by Licensor. Failure by Licensee to trim or remove said tree/vegetation in the time allotted, that results in Licensor's contractor performing the work, Licensee will be billed by Licensor for the contractors expense, and Licensee may be subject to termination under the terms and conditions of the permit or license.

Trees/vegetation must be slow growing and maintained by Licensee to not exceed fifteen (15) feet in height. Failure by Licensee to maintain all permit or license clearance requirements will require removal at Licensee's expense.

Unless authorized in writing by Licensor, Licensee agrees not to plant any additional trees, plants, or shrubs within the property. If additional authorization is requested by Licensee and prior written authorization is received by Licensor, no tree or plant species that is protected by federal or state law shall be planted within Licensor's land and no cactus or thorny shrubs/plants will be permitted.

Any improvements or alterations, including retaining walls, planters, placement of large rocks, etc., and any mounds or changes of grade, require prior written approval by Licensor.




Licensee will keep the property clean, free from weeds, rubbish and debris, and in a condition satisfactory to Licensor.

Upon permit or license termination, Licensee agrees to remove all trees/vegetation and improvements and restore the Property to a condition satisfactory to Licensor, at the sole expense of Licensee.

Initial MS/DW  
Licensor/Licensee

# Exhibit D

## Lessee's Personal Property

Item Description and Quantity	Serial #, License Plate #, Model #, Etc.	Estimated Value	Proposed location on property	Image
(1) 2014 Dodge Ram 2500 Silver	VIN#3C6UR4CL1EG313492 Lic #24610P2	\$40,000	House Driveway	
(1) 2015 Kia Forte Red	VIN#KNAFU4A27C5586691 Lic #6VSG579	\$7,500	House Driveway	
(1) Sea Ray Boat Yellow	None	\$4,000	House Driveway	

## **Exhibit D**

### **Lessee's Personal Property**

<b>Item Description and Quantity</b>	<b>Serial #, License Plate #, Model #, Etc.</b>	<b>Estimated Value</b>	<b>Proposed location on property</b>	<b>Image</b>
Household Furniture and Furnishings	None	\$5,000	House	No images available
Office Furniture and Furnishings	None	\$8,000	Office	No images available

# **Exhibit E**

## **Lessee's Program and Capital Improvement Plan**

---

### **Proposed Programs and Activities**

<b>Program / Activity</b>	<b>Lessee-Managed or Sub-Contractor</b>
Pony Time (pony rides, petting zoo and birthday parties)	Sub-Contractor
Shoestring City Ranch (equine therapy and horse care training for youth and adults)	Sub-Contractor
English Training	Sub-Contractor
Dressage Training and Lesson Program	Sub-Contractor
Western Training and Lesson Program	Sub-Contractor
Equine Therapy Program (equine therapy for at-risk youth)	Sub-Contractor
Summer Camps	Lessee-Managed

# Exhibit E

## Lessee's Program and Capital Improvement Plan

---

### Proposed Capital Improvements

Year	Improvement(s)	Estimated Total
1	<ul style="list-style-type: none"> <li>• Replace pipe stalls in need</li> <li>• Signage</li> <li>• Arena Footing</li> <li>• Maintenance Yard creation</li> </ul>	<ul style="list-style-type: none"> <li>• \$3,000</li> <li>• \$3,000</li> <li>• \$5,000</li> <li>• \$5,000</li> </ul>
		Total \$16,000
2	<ul style="list-style-type: none"> <li>• Manure Collection Box</li> <li>• Manure Collection Box</li> <li>• Solar Lighting</li> <li>• Create Bioswales</li> <li>• Front Barn Electrical Repair</li> <li>• Hay &amp; Shavings Barn</li> <li>• Modular Consignment Store</li> </ul>	<ul style="list-style-type: none"> <li>• \$900</li> <li>• \$900</li> <li>• \$10,000</li> <li>• \$5,000</li> <li>• \$10,000</li> <li>• \$11,000</li> <li>• \$10,000</li> </ul>
		Total \$47,800
3	<ul style="list-style-type: none"> <li>• Uniform Tack Lockers</li> <li>• Wash Racks and Cross Ties</li> <li>• Barn Roof (Maintenance / Uniformity)</li> <li>• Viewing Areas</li> <li>• Pony time Parking Lot Improvements</li> </ul>	<ul style="list-style-type: none"> <li>• \$15,000</li> <li>• \$11,000</li> <li>• \$10,000</li> <li>• \$5,000</li> <li>• \$2,000</li> </ul>
		Total \$43,000
4	<ul style="list-style-type: none"> <li>• Covered Arena with Solar Lighting</li> </ul>	<ul style="list-style-type: none"> <li>• \$225,000</li> </ul>
		Total \$225,000
5	<ul style="list-style-type: none"> <li>• Arena Footing Evaluation and Upgrades</li> <li>• Additional Lighted Observation Areas</li> <li>• Solar Lighting Installations</li> <li>• Luxury Lockers/Cross tie Combo</li> </ul>	<ul style="list-style-type: none"> <li>• \$20,000</li> <li>• \$6,000</li> <li>• \$4,500</li> <li>• \$15,000</li> </ul>
		Total \$45,500
6	<ul style="list-style-type: none"> <li>• Existing Barn Upgrades/Repairs</li> <li>• Existing Barn Upgrades/Repairs</li> <li>• Grading/Foundation Prep for New Barn</li> </ul>	<ul style="list-style-type: none"> <li>• \$25,000</li> <li>• \$10,000</li> <li>• \$20,000</li> </ul>
		Total \$55,000

# Exhibit E

## Lessee's Program and Capital Improvement Plan

---

Year	Improvement(s)	Estimated Total
7	<ul style="list-style-type: none"> <li>• Installation of Premium 24 Box Stall Barn</li> <li>• Creation of large lawn area</li> </ul>	<ul style="list-style-type: none"> <li>• \$195,000</li> <li>• \$2,000</li> </ul> Total \$197,000
8	<ul style="list-style-type: none"> <li>• Installation &amp; Maintenance Solar Lighting</li> <li>• Installation &amp; Maintenance Manure Boxes</li> <li>• Landscaping Maintenance</li> </ul>	<ul style="list-style-type: none"> <li>• \$20,000</li> <li>• \$1,500</li> <li>• \$1,500</li> </ul> Total \$23,000
9	<ul style="list-style-type: none"> <li>• Arena Fencing Evaluation &amp; Upgrades</li> <li>• Pipe Stall Maintenance &amp; Roofing</li> <li>• Installation &amp; Maintenance Tack Lockers</li> </ul>	<ul style="list-style-type: none"> <li>• \$25,000</li> <li>• \$25,000</li> <li>• \$10,000</li> </ul> Total \$60,000
10	<ul style="list-style-type: none"> <li>• Installation of 20 Horse Barn with Attached Tack Room</li> <li>• Hard Surface Trailer Parking</li> </ul>	<ul style="list-style-type: none"> <li>• \$100,000</li> <li>• \$17,000</li> </ul> Total \$117,000
	<b>Total Investment Plan</b>	<b>\$829,300</b>

# Exhibit F

## Proposed Timeline for Lessee and City Facility Improvements

Action	Estimated Project Initiation Date	Estimated Project Completion Date	City or Lessee?
Install new roof, remove patio cover, and install new ceiling insulation for the residential house	August 2019	November 2019	City
Abandon existing septic tank and demolish accompanying restroom building	September 2019	June 2020	City
Demolish previous field office	September 2019	June 2020	City
Contract with West Coast Arborist to complete tree removal and/or trimming throughout property	September 2019	October 2019	City
Demolish dilapidated structures including the hay barn, residential trailer and unclaimed tack sheds	September 2019	June 2020	City
Replace pipe stalls in need	October 2019	January 2020	Lessee
Install combination lock for restroom	October 2019	November 2019	Lessee
Paint the exterior of the residential house	November 2019	June 2020	City
Create dedicated maintenance yard	December 2019	April 2020	Lessee



# Exhibit F

## Proposed Timeline for Lessee and City Facility Improvements

Action	Estimated Project Initiation Date	Estimated Project Completion Date	City or Lessee?
Install footing in critical arenas	February 2020	April 2020	Lessee
Install new signage	May 2020	May 2020	Lessee
Installation of movable front gate for security	October 2020	November 2020	Lessee
Complete installation of white fencing along Carson Street to accompany front gate	November 2020	December 2020	City
Installation & maintenance of manure boxes (Round 1)	November 2020	February 2021	Lessee
Install new hay & shavings barn	December 2020	January 2021	Lessee
Create bioswales	January 2021	March 2021	Lessee
Repair electrical in front barn	May 2021	August 2021	Lessee
Installation & maintenance of manure boxes depending on need (Round 2)	June 2021	August 2021	Lessee
Installation and maintenance of solar lighting (Round 1)	June 2021	October 2021	Lessee

# Exhibit F

## Proposed Timeline for Lessee and City Facility Improvements

Action	Estimated Project Initiation Date	Estimated Project Completion Date	City or Lessee?
Establish viewing areas for patrons to watch lessons	January 2022	March 2022	Lessee
Install new wash racks and cross ties	April 2022	June 2022	Lessee
Repair existing barn roof	June 2022	September 2022	Lessee
Work with boarders to install uniform tack lockers and sheds (Round 1)	June 2022	September 2022	Lessee
Pony Time parking lot improvements	July 2022	September 2022	Lessee
Install new covered arena with solar lighting	June 2023	September 2023	Lessee
Evaluate remaining arenas for upgrades and repair or replace as deemed necessary	October 2023	November 2023	Lessee
Installation and maintenance of solar lighting (Round 2)	November 2023	January 2024	Lessee
Install additional lighted observation areas	January 2024	March 2024	Lessee
To accompany new barn, install luxury lockers/cross tie combo	May 2024	September 2024	Lessee

# Exhibit F

## Proposed Timeline for Lessee and City Facility Improvements

Action	Estimated Project Initiation Date	Estimated Project Completion Date	City or Lessee?
Remove and relocate stall entrance panels	November 2024	February 2025	Lessee
Complete grading and foundation prep for new barn	May 2025	September 2025	Lessee
Install new premium 24 capacity box stall barn	October 2025	March 2026	Lessee
Create large lawn area	March 2026	April 2026	Lessee
Installation & maintenance of manure boxes depending on need (Round 3)	October 2026	January 2027	Lessee
Develop a landscape maintenance plan for aesthetics	March 2027	April 2027	Lessee
Installation and maintenance of solar lighting (Round 3)	June 2027	September 2027	Lessee
Evaluate and upgrade arena fencing	October 2027	December 2027	Lessee
Complete maintenance and roofing of pipe stalls	January 2028	March 2028	Lessee
Work with boarders to install uniform tack lockers and sheds (Round 2)	June 2028	October 2028	Lessee

# **Exhibit F**

## **Proposed Timeline for Lessee and City Facility Improvements**

<b>Action</b>	<b>Estimated Project Initiation Date</b>	<b>Estimated Project Completion Date</b>	<b>City or Lessee?</b>
Install 20 capacity horse barn with attached tack room	January 2029	September 2029	Lessee
Create designated trailer parking	June 2029	September 2029	Lessee
Install modular tack store	TBD	TBD	Lessee

# Exhibit G

## **DEFINITION OF “REGULAR MAINTENANCE”, “MAJOR MAINTENANCE”, AND “CAPITAL IMPROVEMENTS TO STRUCTURES AND FIXED ASSETS”**

For purposes of determining what costs are eligible for reimbursement for the Capital Improvement Fund (CIF) the following shall be the agreed definitions of what is “Regular Maintenance”, “Major Maintenance”, and “Capital Improvements to Structures and Fixed Assets”. All regular maintenance costs are the responsibility of the concessionaire and shall not be reimbursed from the Capital Improvement Fund. Major maintenance items may be considered by the city to be eligible for reimbursement from the Capital Improvement Fund if the city finds that the need for the “Major Maintenance” was not caused by neglect or failure of the concessionaire to provide “Regular Maintenance”, but rather from normal wear and tear, deterioration, natural disaster, or need to upgrade to meet new safety standards, and the cost is \$5,000 or more. All improvements in the “Capital Improvements to Structures and Fixed Assets” definition shall be eligible for reimbursement from the Capital Improvement Fund, as long as, the city gives its prior consent and approval for the improvement. Additionally, all work completed is subject to county health, fire and building codes.

All workers employed on public works projects must be paid the prevailing wage determined by the Director of the Department of Industrial Relations, according to the type of work and location of the project. Prevailing wages are due, in most instances, if the project costs more than \$1,000, and involves the following construction work: new construction, alteration, demolition, installation, repair and maintenance. The City of Lakewood is subject to the State of California prevailing wage laws as set forth in California Labor Code Section 1770 et seq. The city notifies all proposers of the adoption of **SB 854** and subsequently, **SB 96**, and encourages understanding and compliance with the requirements as set forth on the Department of Industrial Relations (DIR) website at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

Additionally, work that exceeds \$5,000 is subject to the California Public Contract Code.

### **REGULAR MAINTENANCE**

“Regular Maintenance” is defined as the costs necessary to maintain operations on the site in a safe and inviting condition and are those maintenance functions that are performed on a regular basis according to best practices in the industry. These functions include, but are not limited to, the following:

- Keeping all signage on site up to date and in good condition so that it is easily readable and posted in plain sight locations where staff, customers, vendors, and visitors can easily observe the safety rules and use policies of the facility.
- Establishing and maintaining a manure storage and removal program, where by no more than 80 cubic yards of manure may be on the premises at any time. Maintaining manure storage bins that are covered and in an area raised or elevated above the natural fall line so as not to collect water from rain or run off.

# Exhibit G

## **DEFINITION OF “REGULAR MAINTENANCE”, “MAJOR MAINTENANCE”, AND “CAPITAL IMPROVEMENTS TO STRUCTURES AND FIXED ASSETS”**

- Establishing and maintaining feed, stall chips, and hay storage bins that are covered and in an area raised or elevated above the natural fall line so as not to collect water from rain or run off.
- Cleaning waterers at least weekly, or more often, as necessary to prevent algae buildup and repairing waterers when needed.
- Twice daily cleaning of stalls and paddocks including manure removal, treating of urine spots with stall freshener, placement of sufficient ground chips, use of rodent bars, and maintaining level of the ground.
- Shaping or re-sloping outside paddocks and barns for improved footing and drainage at least annually.
- Clean and maintain food and water managers as required.
- Replace burned out bulbs and repair light fixtures promptly as needed.
- Clean restroom at least twice a day or more often as needed.
- Mow and remove weeds from exterior of barns, paddocks, arenas, picnic areas, and perimeter of the premises so that the grounds are free from weeds and fire hazard conditions. Annually, prior to June 15<sup>th</sup> of each year, concessionaire shall conduct hazardous fuel reduction up to 100 feet around all structures on site in compliance with State of California requirements specified in Public Resources Code 4291.
- Maintenance of all landscaping and trees, to include trimming and replacement when needed.
- Repair perimeter fencing as needed.
- Monitor and control pest problems - pigeons, flies, etc. All pesticide use must be preapproved by the city.
- Check all fire extinguishers monthly.
- Check all automated external defibrillators monthly.
- Check all fire hoses regularly and outside water source for fire engines.
- Monitor and repair plumbing as needed.
- Keep all arenas well sprinkled to minimize dust.
- Regular wellness check of horse (2 to 3 times per day).
- Use of outdoor turnouts will be minimized during the rainy season (October 6 - April 15). Daily manure removal will be required for any turnout use during the rainy season.
- Keep storm drain access clear of debris and prevent containments and pollutants from entering the storm drain in accordance with Regional Water Quality Control Board guidelines.
- Keep all pathways through barns compacted and sprinkled to minimize dust.
- Routine maintenance of all equipment

# Exhibit G

## **DEFINITION OF “REGULAR MAINTENANCE”, “MAJOR MAINTENANCE”, AND “CAPITAL IMPROVEMENTS TO STRUCTURES AND FIXED ASSETS”**

### **MAJOR MAINTENANCE**

“Major Maintenance” is defined as the costs necessary to perform tasks above and beyond those of the “Regular Maintenance” required tasks to ensure safe operations on the site and meet the boarding or programming demand for the facility.

These tasks are those major repairs or replacements that are needed to be performed on a periodic basis due to deterioration, obsolescence, safety reasons, or changes in city, county, or state regulations.

“Major Maintenance” tasks must cost a minimum of \$5,000, be preapproved by the city, and be made to structures or fixed assets on the premises. “Major Maintenance” items may include, but are not limited to the repair and/or replacement of the following:

- Roofs
- Arena, turnout, and paddock piping
- Manure and feed storage bins
- Barns
- Residence or staff quarters
- Parking lots
- Arena lighting
- Security lighting
- Shade structures
- Trees
- Perimeter fencing
- Concrete slabs
- Utilities

### **CAPITAL IMPROVEMENTS TO STRUCTURES AND FIXED ASSETS**

Capital improvements to structures or fixed assets is defined as alterations, additions, or replacement of the permanent amenities fixed to the premises.

The following categories of capital improvements may receive reimbursement from the Capital Improvement Fund with city's prior consent:

- Alteration or expansion of existing arenas or adding additional arenas
- Adding additional barn or paddock space on the premises
- Complete replacement and installation of automatic horse watering equipment and new feeding devices
- Upgrading or additional boarder convenience facilities
- Construction of new facilities on the premises approved by the city
- New or additional fire protection system
- New or additional arena lighting
- Security lighting and video surveillance
- Parking lot expansion

# Exhibit G

## **DEFINITION OF “REGULAR MAINTENANCE”, “MAJOR MAINTENANCE”, AND “CAPITAL IMPROVEMENTS TO STRUCTURES AND FIXED ASSETS”**

- ADA improvements
- Access and right-of-way improvements
- Grading and water collection structures required by code

Additional major maintenance categories or capital improvement to structures or fixed assets categories, may be recommended by concessionaire or the city and established only upon city's written authorization in city's sole discretion.

All new acquired fixed assets that will become property of the city must be placed on an inventory list and a city identification number affixed, if possible.



# Exhibit H

## Quarterly Safety and Maintenance Inspection Form

**Purpose:**

Lessee will place a high priority on keeping the facility and its buildings and structures well maintained, aesthetically pleasing, safe and available to serve its customers and visitors. Lessee will also view the facility infrastructure as a significant part of the public trust that must be properly maintained and operated to ensure a long and useful service. Lessee shall regularly inspect the premises with a city representative.

**Procedure:**

- Examine all items identified on the checklist and answer the questions regarding each safety item
- List detailed comments on all problem or potential problem areas.
- Submit the checklist to the Director of Recreation and Community Services or their designee upon completion.
- City representative shall forward a copy of the completed inspection form to Lessee.
- Appropriate actions and notifications will be made as a result of the inspection.

**Inspected By:** \_\_\_\_\_, Lessee

**Date:**

**Inspected By:** \_\_\_\_\_, City Representative

**Date:**

# Exhibit H

## Quarterly Safety and Maintenance Inspection Form

General Safety and Aesthetics	Yes	No	
1. Are updated Cal/OSHA Safety & Health posters/notices posted on employee bulletin boards?	<input type="checkbox"/>	<input type="checkbox"/>	
2. Are there clearly marked evacuation plans posted?	<input type="checkbox"/>	<input type="checkbox"/>	
3. Are all possible exits kept free of obstructions?	<input type="checkbox"/>	<input type="checkbox"/>	
4. Are hazardous materials located on the facility properly stored?	<input type="checkbox"/>	<input type="checkbox"/>	
5. Are all hazardous materials located on the facility clearly labeled?	<input type="checkbox"/>	<input type="checkbox"/>	
6. Are Safety Data Sheets (SDS) readily available for each hazardous material?	<input type="checkbox"/>	<input type="checkbox"/>	
7. Are good industry standards used to minimize accidents?	<input type="checkbox"/>	<input type="checkbox"/>	
8. Are first aid kits available and stocked with necessary supplies?	<input type="checkbox"/>	<input type="checkbox"/>	
9. Are the locations of AED machines posted?	<input type="checkbox"/>	<input type="checkbox"/>	
10. Have AEDs been tested for readiness each month?	<input type="checkbox"/>	<input type="checkbox"/>	
11. Are Bio-Hazard Kits in place and complete?	<input type="checkbox"/>	<input type="checkbox"/>	
12. Is the facility free of graffiti?	<input type="checkbox"/>	<input type="checkbox"/>	
13. Can facility signage be read clearly?	<input type="checkbox"/>	<input type="checkbox"/>	
14. Are roads maintained and free of ruts and potholes?	<input type="checkbox"/>	<input type="checkbox"/>	
15. Are exercise ring boundary gates/fences in tact, free from damage, corrosion, holes, etc.?	<input type="checkbox"/>	<input type="checkbox"/>	
16. Are rodent and pest control procedures maintained? No burrows, holes, feces, etc.?	<input type="checkbox"/>	<input type="checkbox"/>	
17. Are horse enclosures in good condition?	<input type="checkbox"/>	<input type="checkbox"/>	
Buildings and Structures	Yes	No	
1. Are buildings and structures kept orderly and in good repair?	<input type="checkbox"/>	<input type="checkbox"/>	
2. Are buildings and structures free of hazards such as sharp edges and pointed corners?	<input type="checkbox"/>	<input type="checkbox"/>	
3. Are security lights throughout the property operable?	<input type="checkbox"/>	<input type="checkbox"/>	
4. Is fencing throughout the property well maintained and free of sharp edges, pointed corners, or objects that could injure?	<input type="checkbox"/>	<input type="checkbox"/>	
5. Is gate hardware (latches, bolts, hinges) positioned as not to snag humans, animals or equipment?	<input type="checkbox"/>	<input type="checkbox"/>	
6. Are all plumbing systems functioning correctly and are free of corrosion and leaks?	<input type="checkbox"/>	<input type="checkbox"/>	

## Exhibit H

### Quarterly Safety and Maintenance Inspection Form

7. Are water heaters strapped, wrapped and free of leaks?	<input type="checkbox"/>	<input type="checkbox"/>	
8. Are roof surfaces free from debris and overhanging tree branches?	<input type="checkbox"/>	<input type="checkbox"/>	
9. Are gutters and downspouts kept fastened and free of debris and corrosion?	<input type="checkbox"/>	<input type="checkbox"/>	
10. Are foundations for buildings and/or structures free of differential settlement or displacement?	<input type="checkbox"/>	<input type="checkbox"/>	
11. Are concrete pads level and free of excessive cracks?	<input type="checkbox"/>	<input type="checkbox"/>	
12. Are buildings and structures free of termites, insect and rodent damage and rot?	<input type="checkbox"/>	<input type="checkbox"/>	
13. Are tack sheds well maintained? Doors, locks, roofs, footings, all in proper working order?	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Electrical Safety</b>	Yes	No	
1. Are extension cords and plugs properly grounded?	<input type="checkbox"/>	<input type="checkbox"/>	
2. Are ground fault protectors installed on plugs within 5 feet of a water supply?	<input type="checkbox"/>	<input type="checkbox"/>	
3. Are electrical enclosures such as switches, receptacles, junction boxes, etc., provided with tight-fitting cover plates?	<input type="checkbox"/>	<input type="checkbox"/>	
4. Are power strips plugged into outlets, and not plugged into other power strips?	<input type="checkbox"/>	<input type="checkbox"/>	
5. Are major electrical appliances, plugged into outlets, not power strips?	<input type="checkbox"/>	<input type="checkbox"/>	
6. Are extension cords used in place of fixed wiring?	<input type="checkbox"/>	<input type="checkbox"/>	
7. Do panel boxes have ample service, correctly sized fuses or circuit breakers, and are properly grounded?	<input type="checkbox"/>	<input type="checkbox"/>	
8. Are outlets overused with too many plugs?	<input type="checkbox"/>	<input type="checkbox"/>	
9. Are electrical panels kept clear for easy access, 30" or more in front of panel?	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Supply Storage Safety</b>	Yes	No	
1. Are shelving systems securely fastened to the wall?	<input type="checkbox"/>	<input type="checkbox"/>	
2. Are the heaviest items stored on the lower shelves but not on the ground?	<input type="checkbox"/>	<input type="checkbox"/>	
3. Do shelves appear to be overloaded?	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Office Furniture &amp; Equipment</b>	Yes	No	
1. Is office furniture arranged to allow easy egress under emergency conditions?	<input type="checkbox"/>	<input type="checkbox"/>	
2. Are floors free of slip, trip and fall hazards?	<input type="checkbox"/>	<input type="checkbox"/>	
3. Is weight distributed in file cabinets so that upper drawer contents don't create a top-heavy condition?	<input type="checkbox"/>	<input type="checkbox"/>	
4. Are bookcases, furniture, etc., secured to walls?	<input type="checkbox"/>	<input type="checkbox"/>	

## Exhibit H

### Quarterly Safety and Maintenance Inspection Form

<b>Fire Protection</b>	Yes	No	
1. Are fire extinguishers mounted in the designated locations and unobstructed?	<input type="checkbox"/>	<input type="checkbox"/>	
2. Are fire extinguishers fully charged? Inspect and initial tag located on the fire extinguisher, monthly.	<input type="checkbox"/>	<input type="checkbox"/>	

### Hazard Description and Corrective Action

Hazard Description: _____	Date Action Was Corrected
Corrective Action Taken/Needed: _____	
Hazard Description: _____	Date Action Was Corrected
Corrective Action Taken/Needed: _____	
Hazard Description: _____	Date Action Was Corrected
Corrective Action Taken/Needed: _____	
Hazard Description: _____	Date Action Was Corrected
Corrective Action Taken/Needed: _____	
Hazard Description: _____	Date Action Was Corrected
Corrective Action Taken/Needed: _____	

# Exhibit I

## Lessee Management and Operations Contact List

Name	Title	Broad Scope of Work	Main Phone Number	Email Address	Mailing Address
Michele Gardner Bloomquist	Concessionaire Operations Manager	<ul style="list-style-type: none"> <li>Oversee Management Team</li> <li>Manages ordering of supplies and equipment manure disposal</li> </ul>	562-480-3857	Michelegardner33@yahoo.com	3553 Atlantic Avenue #187, Long Beach, CA 90807
Hayley Bloomquist	Programs Manager	<ul style="list-style-type: none"> <li>Manages interactions with Boarders and Trainers</li> <li>Creates and organizes LEC activities</li> <li>Budgets for Improvement</li> </ul>	562-505-8455	hayleybloomquist@outlook.com	3553 Atlantic Avenue #187, Long Beach, CA 90807
Erick Bloomquist	Ranch Manager	<ul style="list-style-type: none"> <li>Manages Ranch employees</li> <li>Takes requests for simple daily</li> </ul>	562-359-1583	erickbloomquist@gmail.com	3553 Atlantic Avenue #187, Long Beach, CA 90807

# Exhibit I

## Lessee Management and Operations Contact List

Name	Title	Broad Scope of Work	Main Phone Number	Email Address	Mailing Address
Erick Bloomquist (continued)	Ranch Manager (continued)	<ul style="list-style-type: none"> <li>repairs and maintenance</li> <li>• Maintains ranch aesthetics and functionality</li> </ul>			
Kathleen Dibble	Research & Development	<ul style="list-style-type: none"> <li>• Keeps Management up to date on new and cost effective machinery, compliance and activities</li> <li>• Procures equipment</li> </ul>	702-419-9922	Picklina66@yahoo.com	2413 Exotic Bloom Drive, Las Vegas, NV 89130
Elizabeth Vozzella	Attorney Website Manager	<ul style="list-style-type: none"> <li>• Legal advice</li> <li>• Maintaining website with activities and important updates</li> </ul>	562-756-6413	Vozzella.esq@verizon.net	3553 Atlantic Avenue #187, Long Beach, CA 90807
Vacant	Bookkeeper/Office Manager	<ul style="list-style-type: none"> <li>• Maintains records for ranch</li> <li>• A/R</li> <li>• A/P</li> </ul>			

# Exhibit I

## Lessee Management and Operations Contact List

Name	Title	Broad Scope of Work	Main Phone Number	Email Address	Mailing Address
Vacant (continued)	Bookkeeper/Office Manager (continued)	<ul style="list-style-type: none"> <li>• Payroll</li> <li>• Calendar</li> </ul>			
Ciro "Alfredo" Cortez	Ranch Hand	Feeding, Cleaning and Maintenance	562-533-7027	None	11369 East Carson St, Lakewood, CA 90715
Juan Castellanos	Ranch Hand	Feeding, Cleaning and Maintenance	562-221-2175	None	11369 East Carson St, Lakewood, CA 90715
Salvador Coria	Ranch Hand	Feeding, Cleaning and Maintenance	+52-354-115-6061	None	N/A
Lucas Mendoza	Ranch Hand	Feeding, Cleaning and Maintenance	562-358-1239	None	N/A
Reynaldo Barcena	Ranch Hand	Feeding, Cleaning and Maintenance	562-507-6435	None	N/A

# Exhibit J

## Lessee Quarterly Evaluation Checklist

The purpose of this evaluation is to track the progress and performance in meeting the terms and conditions required in the Recreation Lease Agreement for the Lakewood Equestrian Center. Quarterly evaluations will be completed throughout the term of the agreement providing the Director of Recreation and Community Services with information and data necessary to determine if Lessee is in compliance with the terms and conditions of the Lease Agreement. If the evaluation discovers Lessee is not in compliance, a notice to correct will be issued by the City, which could lead to default and termination if not corrected.

For Period from _____ to _____	Needs Improvement	Proficient
	Non-Compliant	Compliant
<b>Lease Fees and Payment</b>		
Lessee has provided payment of the Recreation Lease and Capital Improvement Fund Fees, by the 15 <sup>th</sup> day of the month.		
<b>Monthly Gross Revenue Report</b>		
Monthly Gross Revenue Report was complete and accurate and submitted by the 15 <sup>th</sup> day of the month.		
<b>Use of Leased Premises</b>		
Lessee used the Leased Premises to operate, manage and maintain the service operations for the public as described in the terms and conditions of the Lease Agreement and for no other unauthorized purposes.		
<b>Rules, Regulations and Ordinances</b>		
<ul style="list-style-type: none"> <li>• Lessee has complied with City ordinances and rules and regulations of the City.</li> <li>• Lessee has posted all rules and instructed customers on the safe use of the Leased Premises.</li> </ul>		
<b>Quality of Products and Service</b>		
<ul style="list-style-type: none"> <li>• Lessee conducted its business in an orderly, cooperative and proper manner.</li> <li>• Lessee provided a diverse selection of equestrian opportunities to the community and maintained an attendance log for each opportunity.</li> <li>• Lessee reported and logged all complaints and no complaints went unresolved.</li> </ul>		
<b>Facility and Capital Improvements</b>		
Lessee followed procedures in the Lease Agreement for approval and implementation of capital improvements to the property.		
<b>Licenses, Permits and Insurance Requirements</b>		
<ul style="list-style-type: none"> <li>• Lessee maintained all required licenses, permits and/or certificates required by Federal, State, County, and City authorities.</li> <li>• Lessee maintained all required insurances as described in the terms and conditions of the Lease Agreement, provided the city with proof of required insurances.</li> </ul>		



# Exhibit J

## Lessee Quarterly Evaluation Checklist

For Period from _____ to _____	Needs Improvement	Proficient
	Non-Compliant	Compliant
<b>Records, Accounts and Statements</b>		
<ul style="list-style-type: none"> <li>• Lessee has kept true and accurate books and records showing all of its income and expenses and business transactions in connection with the Lease Agreement in separate records of account and has provided access to City for inspection.</li> <li>• Lessee has contracts and records for all recurrent facility users, including boarders and sub-contractors.</li> </ul>		
<b>Maintenance Obligations</b>		
<ul style="list-style-type: none"> <li>• Lessee performed all regular maintenance, upkeep and operational obligations for the Leased Premises to City standards as described in the terms and conditions of the Lease Agreement and at no cost to the City.</li> <li>• Lessee provided the maintenance equipment necessary to properly maintain the facility in a clean, safe, operating condition.</li> <li>• Lessee has completed quarterly facility safety inspection with city's designee and has adequately addressed any issues which arose during inspection in a timely manner.</li> </ul>		
<b>General Oversight</b>		
<ul style="list-style-type: none"> <li>• Lessee conducts quarterly informational meetings with boarders, trainers, instructors, sub-contractors, employees and city personnel.</li> <li>• Lessee maintains a website that provides the general public and recurrent users with pertinent information about programs and activities.</li> </ul>		
<b>Employees</b>		
<ul style="list-style-type: none"> <li>• Lessee provided qualified personnel for the operation of the Leased Premises.</li> <li>• Lessee has followed the law in regards to employment practices, including background checks as described in the terms and conditions of the Lease Agreement.</li> <li>• Lessee has provided all necessary training for employees and has record of required training certifications.</li> </ul>		
<b>Facility Safety and Security</b>		
Lessee met terms and conditions outlined in the Lease Agreement with regards to protection of park property, public safety, site security, and public access.		

# Exhibit J

## Lessee Quarterly Evaluation Checklist

Comments regarding areas needing improvement or non-compliance:

---

---

---

---

---

---

---

---

---

---

---

Checklist completed by: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Copy provided to Lessee on: \_\_\_\_\_

# Exhibit K

## Monthly Gross Revenue Report

Report Date:	Reporting Period:
--------------	-------------------

### Gross Income from Boarding Operations

Boarding Type	Rate	Unit	Total Revenue
Double Pipe Stalls			
Dressage Barn Box Stalls			
Breezeway Barn Box Stalls			
Regular Pipe Stalls			
Regular Pipe Stalls (provides own shavings)			
Regular Pipe Stalls (Pony Ride Operator)			
Stall Used for Owner's/Trainer's Horses			
Number of Vacant Stalls			
Breezeway Barn In and Out			
Breezeway Barn Pipe Stalls			

### Gross Income from Training Operations

Trainer/Discipline	Contract Rate	Number of Participants	Total Revenue

### Gross Income from Sub-contractors

Contractor/Activity	Contract Rate	Number of Participants	Total Revenue

# Exhibit K

## Monthly Gross Revenue Report

### Gross Income from Events

Type of Event	Contract Rate	Number of Participants	Total Revenue

### Gross Income from Horse Trailer Parking

Owner Size of Trailer	Rate	Unit	Total Revenue

### Gross Income from Other Services

Type of Service	Rate	Unit	Total Revenue

<b>Total Gross Income for Reporting Period</b>	
<b>5% of Gross Income Due to City</b>	
<b>3% of Gross Income Due to Capital Improvement Fund</b>	
<b>TOTAL LEASE PAYMENT DUE TO CITY</b>	

**By the 15th day of each month, this form, along with payment shall be delivered to:**

City of Lakewood  
Attn: Recreation and Community Services Department  
5050 Clark Avenue  
Lakewood, CA 90712

Report prepared and verified for accuracy by:

Name	Signature	Date
------	-----------	------

# **Exhibit L**

## **Manure Management Plan**

---

A comprehensive manure management plan is critical for all horse facilities, regardless of size. Horse owners plan the input (feed) for horses and should equally plan for the horse's output (manure).

Manure is a source of storm water pollution and can greatly impact the health of the animals if not managed properly. A manure management plan promotes a clean and safe facility, protection of bodies of water and ground water, and reduces odors and insect breeding opportunities.

A successful manure management plan addresses collection, storage and disposal or utilization as addressed below.

### **COLLECTION**

#### Pasture Horses

- Manure will be collected daily to reduce smell and flies.
- Areas will be graded if need be to ensure no run off into storm drain and contained on site. If needed, bio-swales will be added for runoff.'
- If the pastures are consistently muddy, filling low spots and grading will be done to manage area.

#### Turn outs/Wash Racks/Arenas

- Manure will be collected daily to reduce smell and flies.
- Arenas will be graded if need be to ensure no run off into storm drain and contained on site. If needed, bio-swales will be added for runoff.

#### Stalled horses

- Manure and bedding will be collected daily, or as often as necessary to ensure there is no undo buildup of manure in a stall or pipe corral.

### **STORAGE**

All manure will be stored away from residential areas.

Daily manure collection will be stored in 3-sided, concrete, non-porous open storage areas for drying so as not to create hazardous methane gas issues.

- Areas will be covered during rain.
- No more than 80 cubic yards (CY) of manure will remain stored on site at any one time

#### Run Off Prevention

- Manure will be stored with collected bedding material absorbing moisture.
- Manure holding areas will be open to promote evaporation and discourage methane gas build up but will be covered with tarps on rainy days.
- Run off will be contained within a concrete, non-porous containment area.

# **Exhibit L**

## **Manure Management Plan**

---

### **DISPOSAL OR UTILIZATION**

Composting and hauling away of manure removal and distribution

- Gathering information for an AQMD permit and requirements for composting.
- Discussing possibly providing manure for fertilization for landscape contractors.
- On off-site collection whereby manure will be moved from the storage areas to large dumpsters to be hauled away by a removal company. (i.e. EDCO; CR & R; Popelino's)
- Removal of large dumpsters containing manure will occur weekly or bi-weekly dependent upon occupancy and CY accumulation.

# **D I V I D E R S H E E T**

# Routine Items



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


# **D I V I D E R S H E E T**

**COUNCIL AGENDA**

September 10, 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>			
Ann Moloney	Senior Clerk	06/A	08/25/2019
<b>B. Changes</b>			
None			
<b>C. Separations</b>			
None			
<b>2. PART-TIME EMPLOYEES</b>			
<b>A. Appointments</b>			
Xenia Avilez Perez	Community Services Officer I	B	08/26/2019
Jordan Granados	Maintenance Trainee I	B	08/26/2019
<b>B. Changes</b>			
Daniel Gutierrez	Paratransit Vehicle Operator III Paratransit Vehicle Operator IV	B to B	08/11/2019
Jason Lai	Recreation Leader II Community Services Leader III	A to B	09/08/2019
George Schwarz	Paratransit Vehicle Operator III Paratransit Vehicle Operator IV	B to B	08/11/2019
Jonathan Siordia	Paratransit Communication Operator IV DASH Communication Specialist II	B to B	07/28/2019
<b>C. Separations</b>			
Matthew Chieuchin	Maintenance Trainee II	B	08/07/2019
Stephen Sturz	Paratransit Communication Operator V	B	08/31/2019

  
Thaddeus McCormack  
City Manager

# DIVIDER SHEET

**CITY OF LAKEWOOD  
FUND SUMMARY 8/15/2019**

In accordance with section 2521 of the Lakewood Municipal Code there is presented herewith a summary of obligations to be paid by voucher 94072 through 94178. Each of the following demands has been audited by the Director of Administrative Services and approved by the City Manager.

1010	GENERAL FUND	297,378.20
1015	SPECIAL OLYMPICS	84.13
1030	CDBG CURRENT YEAR	3,949.58
1050	COMMUNITY FACILITY	16,388.41
1630	USED OIL GRANT	341.19
3001	CAPITAL IMPROV PROJECT FUND	15,771.24
3070	PROPOSITION "C"	139,684.25
5010	GRAPHICS AND COPY CENTER	1,177.39
5020	CENTRAL STORES	2,988.98
5030	FLEET MAINTENANCE	4,519.44
7500	WATER UTILITY FUND	34,989.88
		<hr/>
		<b>517,272.69</b>

Council Approval

\_\_\_\_\_  
Date

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

Attest

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

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

# CITY OF LAKEWOOD

## SUMMARY CHECK REGISTER

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
94072	08/15/2019	2701	AIRE RITE A/C & REFRIGERATION INC	5,007.17	0.00	5,007.17
94073	08/15/2019	4800	BISHOP COMPANY	793.01	0.00	793.01
94074	08/15/2019	45069	LOS ANGELES CO/DEPT PW BLDG SVCS	87,543.04	0.00	87,543.04
94075	08/15/2019	59113	MACRO AUTOMATICS	3,186.71	0.00	3,186.71
94076	08/15/2019	4887	MATHESON TRI-GAS. INC.	45.61	0.00	45.61
94077	08/15/2019	5033	NICHOLLS CONSULTING. INC.	633.69	0.00	633.69
94078	08/15/2019	5036	SFG RETIREMENT PLAN CONSULTING LLC	2,400.00	0.00	2,400.00
94079	08/15/2019	5218	SH & YK INC.	136.00	0.00	136.00
94080	08/15/2019	5230	SITEONE LANDSCAPE SUPPLY. LLC	79.66	0.00	79.66
94081	08/15/2019	4026	SPASEFF TED C	275.00	0.00	275.00
94082	08/15/2019	66215	SUPERIOR COURT OF CALIFORNIA	10,747.50	0.00	10,747.50
94083	08/15/2019	66215	SUPERIOR COURT OF CALIFORNIA	8,748.50	0.00	8,748.50
94084	08/15/2019	59212	TETRA TECH INC	6,929.19	0.00	6,929.19
94085	08/15/2019	5289	TRANSCAT. INC.	684.00	0.00	684.00
94086	08/15/2019	4842	A T & T CORP	245.61	0.00	245.61
94087	08/15/2019	50223	A.W.W.A.	4,141.00	0.00	4,141.00
94088	08/15/2019	61142	ADAMS-HILLERY SHARRON	3,199.58	0.00	3,199.58
94089	08/15/2019	58000	AMERICAN TRUCK & TOOL RENTAL INC	845.07	0.00	845.07
94090	08/15/2019	443	B&M LAWN AND GARDEN INC	119.35	0.00	119.35
94091	08/15/2019	5158	BANNER BANK	8,842.05	0.00	8,842.05
94092	08/15/2019	5112	BELLFLOWER AUTOMOTIVE HECTOR	465.00	0.00	465.00
94093	08/15/2019	48108	BERG. APRIL	731.25	0.00	731.25
94094	08/15/2019	5280	BROWN. BONNIE	175.81	0.00	175.81
94095	08/15/2019	53983	CALIF STATE FRANCHISE TAX BOARD	250.00	0.00	250.00
94096	08/15/2019	53983	CALIF STATE FRANCHISE TAX BOARD	235.00	0.00	235.00
94097	08/15/2019	5047	CALIFORNIANS ORGANIZED FOR POLICE SUPPORT	100.00	0.00	100.00
94098	08/15/2019	5146	CASTANEDA. BRANDON	1,579.50	0.00	1,579.50
94099	08/15/2019	988	CDW LLC	1,655.45	0.00	1,655.45
94100	08/15/2019	51331	CERRITOS POOL SUPPLY	114.84	0.00	114.84
94101	08/15/2019	45894	CINTAS CORPORATION	63.02	0.00	63.02
94102	08/15/2019	5214	CLEANCOR HOLDINGS LLC	465.00	0.00	465.00
94103	08/15/2019	53451	COMMUNITY FAMILY GUIDANCE CTR	750.00	0.00	750.00
94104	08/15/2019	59434	CONTRACT LAW FUND	75.00	0.00	75.00
94105	08/15/2019	4963	COUCH. RON JR.	487.50	0.00	487.50
94106	08/15/2019	60195	CR TRANSFER INC	4,480.20	0.00	4,480.20
94107	08/15/2019	4102	CROSBY. JERRIT	123.50	0.00	123.50
94108	08/15/2019	39267	DOG DEALERS INC	382.20	0.00	382.20
94109	08/15/2019	4660	ZW USA INC.	295.08	0.00	295.08
94110	08/15/2019	5229	DUNRITE PEST CONTROL INC.	1,200.00	0.00	1,200.00
94111	08/15/2019	58618	DURHAM SCHOOL SERVICES	3,443.15	0.00	3,443.15
94112	08/15/2019	51393	EMPLOYMENT DEVELOPMENT DEPT	4,536.00	0.00	4,536.00
94113	08/15/2019	4641	FONTELA. THAO	339.95	0.00	339.95
94114	08/15/2019	42664	GIACHELLO. LENNY	341.25	0.00	341.25
94115	08/15/2019	61769	GRAUTEN. EVELYN R	819.00	0.00	819.00

# CITY OF LAKEWOOD SUMMARY CHECK REGISTER

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
94116	08/15/2019	49031	HDL COREN & CONE	5,620.00	0.00	5,620.00
94117	08/15/2019	4872	HEATON, KATHRYN	113.75	0.00	113.75
94118	08/15/2019	34354	HI-WAY SAFETY RENTALS INC	109.74	0.00	109.74
94119	08/15/2019	42031	HOME DEPOT	1,225.94	0.00	1,225.94
94120	08/15/2019	36589	IMMEDIATE MEDICAL CARE	390.00	0.00	390.00
94121	08/15/2019	4622	JHM SUPPLY INC	523.51	0.00	523.51
94122	08/15/2019	59873	JJS PALOMO'S STEEL INC	181.91	0.00	181.91
94123	08/15/2019	36167	KARTER, JANET	464.10	0.00	464.10
94124	08/15/2019	2956	KICK IT UP KIDZ, LLC	68.25	0.00	68.25
94125	08/15/2019	4696	NORTH AMERICAN YOUTH ACTIVITIES LLC	1,439.10	0.00	1,439.10
94126	08/15/2019	55469	LAKEWOOD CITY EMPLOYEE ASSOCIATION	2,040.00	0.00	2,040.00
94127	08/15/2019	271	LOS ANGELES CO DEPT OF HEALTH SVCS	3,380.00	0.00	3,380.00
94128	08/15/2019	21300	LOS ANGELES CO FIRE DEPT	5,492.00	0.00	5,492.00
94129	08/15/2019	4887	MATHESON TRI-GAS, INC.	29.77	0.00	29.77
94130	08/15/2019	52588	MILLER DON & SONS	118.31	0.00	118.31
94131	08/15/2019	5033	NICHOLLS CONSULTING, INC.	460.00	0.00	460.00
94132	08/15/2019	3922	NOBLE R.J. COMPANY	138,032.06	0.00	138,032.06
94133	08/15/2019	4443	O'REILLY AUTOMOTIVE STORES INC	1,363.90	26.70	1,337.20
94134	08/15/2019	47554	OFFICE DEPOT BUSINESS SVCS	494.43	0.00	494.43
94135	08/15/2019	5287	OFFUTT COMPANIES INC.	21.40	0.00	21.40
94136	08/15/2019	51171	PERS LONG TERM CARE PROGRAM	70.64	0.00	70.64
94137	08/15/2019	4841	CENTAUR HOLDINGS UNITED STATES, INC.	812.68	0.00	812.68
94138	08/15/2019	4459	READWRITE EDUCATIONAL SOLUTIONS INC	561.60	0.00	561.60
94139	08/15/2019	63364	REEVES NORM HONDA	322.63	0.00	322.63
94140	08/15/2019	4956	ROSS AVIATION INVESTMENT, LLC	4,376.08	0.00	4,376.08
94141	08/15/2019	65297	S.T.E.A.M.	12,207.61	0.00	12,207.61
94142	08/15/2019	42819	SEMENSE-MAYBERRY, JOSEFINA	150.00	0.00	150.00
94143	08/15/2019	52279	SMART & FINAL INC	679.90	0.00	679.90
94144	08/15/2019	26900	SO CALIF SECURITY CENTERS INC	27.92	0.00	27.92
94145	08/15/2019	29400	SOUTHERN CALIFORNIA EDISON CO	120,212.13	0.00	120,212.13
94146	08/15/2019	29500	SOUTHERN CALIFORNIA GAS CO	810.48	0.00	810.48
94147	08/15/2019	49529	SPICERS PAPER INC	1,177.39	0.00	1,177.39
94148	08/15/2019	60792	STEPHENS, ERIC	748.80	0.00	748.80
94149	08/15/2019	977	STEVEN ENTERPRISES	123.48	0.00	123.48
94150	08/15/2019	66215	SUPERIOR COURT OF CALIFORNIA	9,881.00	0.00	9,881.00
94151	08/15/2019	66215	SUPERIOR COURT OF CALIFORNIA	13,275.00	0.00	13,275.00
94152	08/15/2019	52610	SWANK MOTION PICTURES INC	565.00	0.00	565.00
94153	08/15/2019	2533	TNEMEC COMPANY INC.	55.84	0.00	55.84
94154	08/15/2019	52484	TREND OFFSET PRINTING SERVICES INC	4,303.69	0.00	4,303.69
94155	08/15/2019	1833	TUSTIN, CITY OF	275.00	0.00	275.00
94156	08/15/2019	64024	U S POSTAL SERVICE	4,382.75	0.00	4,382.75
94157	08/15/2019	5254	US DEPARTMENT OF EDUCATION AWG	348.76	0.00	348.76
94158	08/15/2019	5291	VENECIANO, KRISTINA	150.00	0.00	150.00
94159	08/15/2019	4840	VERITIV OPERATING COMPANY	212.80	0.00	212.80

# CITY OF LAKEWOOD SUMMARY CHECK REGISTER

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
94160	08/15/2019	3943	WATERLINE TECHNOLOGIES INC	6,316.09	0.00	6,316.09
94161	08/15/2019	17640	WAXIE ENTERPRISES INC	802.12	0.00	802.12
94162	08/15/2019	1939	WAYNE HARMEIER INC	443.48	0.00	443.48
94163	08/15/2019	62628	WELLS C. PIPELINE MATERIALS	1,825.92	0.00	1,825.92
94164	08/15/2019	2279	AMERICAN PACIFIC PRINTERS COLLEGES	870.53	0.00	870.53
94165	08/15/2019	3699	AGUAYO, JAVIER	48.00	0.00	48.00
94166	08/15/2019	3699	BENIGNO, BRENDA	250.00	0.00	250.00
94167	08/15/2019	3699	HUBBARD, LARRY	250.00	0.00	250.00
94168	08/15/2019	3699	PINEDA, ROMINA	250.00	0.00	250.00
94169	08/15/2019	3699	POUGH, APRIL	250.00	0.00	250.00
94170	08/15/2019	3699	ROSALES, GRACIELA	53.00	0.00	53.00
94171	08/15/2019	3699	SERVICE CHAMPIONS INC	28.80	0.00	28.80
94172	08/15/2019	3699	SERVICE CHAMPIONS INC	86.96	0.00	86.96
94173	08/15/2019	3699	SOLOMON, FIDEL	250.00	0.00	250.00
94174	08/15/2019	3699	SUNLUX	2.60	0.00	2.60
94175	08/15/2019	3699	SUNRUN INSTALLATION SERVICES	60.50	0.00	60.50
94176	08/15/2019	3699	TESLA ENERGY OPERATIONS INC	2.60	0.00	2.60
94177	08/15/2019	3699	WALKER, PAUL	250.00	0.00	250.00
94178	08/15/2019	3699	WYANT, TERESA	250.00	0.00	250.00
<b>Totals:</b>				<u>517,299.39</u>	<u>26.70</u>	<u>517,272.69</u>



**CITY OF LAKEWOOD  
FUND SUMMARY 8/22/2019**

In accordance with section 2521 of the Lakewood Municipal Code there is presented herewith a summary of obligations to be paid by voucher 94179 through 97298. Each of the following demands has been audited by the Director of Administrative Services and approved by the City Manager.

1010	GENERAL FUND	1,611,905.56
1020	CABLE TV	400.00
1030	CDBG CURRENT YEAR	2,497.37
1050	COMMUNITY FACILITY	3,299.48
1336	STATE COPS GRANT	16,227.17
1621	LA CNTY MEASURE R	356,575.37
3001	CAPITAL IMPROV PROJECT FUND	480,830.24
3015	ROAD MAINTC & REHAB ACCT	2,700.00
3070	PROPOSITION "C"	7,375.22
5020	CENTRAL STORES	1,569.31
5030	FLEET MAINTENANCE	2,545.69
7500	WATER UTILITY FUND	305,408.85
8020	LOCAL REHAB LOAN	6,019.10
8030	TRUST DEPOSIT	200.00
		<hr/>
		<b>2,797,553.36</b>

Council Approval

\_\_\_\_\_  
Date

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

Attest

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

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

# CITY OF LAKEWOOD SUMMARY CHECK REGISTER

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
94179	08/22/2019	59607	DANGELO COMPANY	1,098.44	0.00	1,098.44
94180	08/22/2019	3188	GALLS LLC/OUARTEMASTER LLC	94.78	0.00	94.78
94181	08/22/2019	3188	GALLS LLC/OUARTEMASTER LLC	517.68	0.00	517.68
94182	08/22/2019	3959	HORIZON MECHANICAL CONTRACTORS	759.64	0.00	759.64
94183	08/22/2019	59873	JJS PALOMO'S STEEL INC	60.64	0.00	60.64
94184	08/22/2019	18400	LAKEWOOD. CITY WATER DEPT	203.97	0.00	203.97
94185	08/22/2019	59144	LONG BEACH CITY	1,991.57	0.00	1,991.57
94186	08/22/2019	21600	LOS ANGELES CO SHERIFFS DEPT	909,049.43	0.00	909,049.43
94187	08/22/2019	52225	MITY-LITE	2,102.06	0.00	2,102.06
94188	08/22/2019	47554	OFFICE DEPOT BUSINESS SVCS	52.06	0.00	52.06
94189	08/22/2019	4403	ORIGINAL WATERMEN INC	542.52	0.00	542.52
94190	08/22/2019	65659	PHASE II SYSTEMS INC	3,351.21	0.00	3,351.21
94191	08/22/2019	4374	PITNEY BOWES INC	371.34	0.00	371.34
94192	08/22/2019	4907	VARSITY BRANDS HOLDING CO INC	510.82	0.00	510.82
94193	08/22/2019	2416	WAIT. STUART	635.49	0.00	635.49
94194	08/22/2019	7400	WATER REPLENISHMENT DISTRICT OF	215,129.40	0.00	215,129.40
94195	08/22/2019	35146	WILLDAN ASSOCIATES	47,769.99	0.00	47,769.99
94196	08/22/2019	4113	SHAKER NERMINE	1,925.00	0.00	1,925.00
94197	08/22/2019	2701	AIRE RITE A/C & REFRIGERATION INC	12,632.48	0.00	12,632.48
94198	08/22/2019	4763	ALBANO'S PLUMBING. INC.	650.00	0.00	650.00
94199	08/22/2019	1700	ALLIED REFRIGERATION INC	26.50	0.00	26.50
94200	08/22/2019	50163	AMERICAN PUBLIC WORKS ASSN	252.50	0.00	252.50
94201	08/22/2019	65668	ANICETO. SANDRA	1,127.10	0.00	1,127.10
94202	08/22/2019	5251	ARAMEXX GROUP INC.	450,776.18	0.00	450,776.18
94203	08/22/2019	5158	BANNER BANK	17,717.94	0.00	17,717.94
94204	08/22/2019	39123	BACKFLOW APPARATUS & VALUE COMPANY	65.60	0.00	65.60
94205	08/22/2019	4978	CALIFORNIA FOUNDATION FOR THE	627.90	0.00	627.90
94206	08/22/2019	51331	CERRITOS POOL SUPPLY	110.06	0.00	110.06
94207	08/22/2019	40572	CHICAGO TITLE CO	100.00	0.00	100.00
94208	08/22/2019	45894	CINTAS CORPORATION	72.35	0.00	72.35
94209	08/22/2019	57070	CITY LIGHT & POWER LKWD INC	3,935.00	0.00	3,935.00
94210	08/22/2019	5077	CLAVERIE. COURTNEY DAY	84.50	0.00	84.50
94211	08/22/2019	4776	CORELOGIC. INC.	244.75	0.00	244.75
94212	08/22/2019	62287	CRYSTAL TECH WEB HOSTING	514.80	0.00	514.80
94213	08/22/2019	4442	DANIEL'S TIRE SERVICE INC	357.82	0.00	357.82
94214	08/22/2019	1783	DEMSEY FILLIGER & ASSOCIATES LLC	750.00	0.00	750.00
94215	08/22/2019	4680	DIAZ. ISABELLE	95.45	0.00	95.45
94216	08/22/2019	27200	DICKSON R F CO INC	45,836.43	0.00	45,836.43
94217	08/22/2019	58618	DURHAM SCHOOL SERVICES	3,805.81	0.00	3,805.81
94218	08/22/2019	3199	EDCO WASTE SERVICES LLC	419,661.50	0.00	419,661.50
94219	08/22/2019	4435	ELLIOTT AUTO SUPPLY COMPANY INC	3.43	0.00	3.43
94220	08/22/2019	5030	FATHOM WATER MANAGEMENT INC.	118,517.43	0.00	118,517.43
94221	08/22/2019	52316	FEDERAL EXPRESS CORP	135.21	0.00	135.21
94222	08/22/2019	63519	FLUE STEAM INC	64.00	0.00	64.00

# CITY OF LAKEWOOD SUMMARY CHECK REGISTER

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
94223	08/22/2019	4641	FONTELA. THAO	839.80	0.00	839.80
94224	08/22/2019	5182	FRED ALLEN ENTERPRISES. INC.	1,248.70	0.00	1,248.70
94225	08/22/2019	59433	GANAHL LUMBER COMPANY	53.85	0.00	53.85
94226	08/22/2019	65779	GOLDEN STATE WATER COMPANY	18,756.36	0.00	18,756.36
94227	08/22/2019	52540	GONSALVES JOE A & SON	4,526.00	0.00	4,526.00
94228	08/22/2019	35477	HARA M LAWNMOWER CENTER	45.99	0.00	45.99
94229	08/22/2019	49554	HAWK. TRUDY (FAHTIEM)	146.25	0.00	146.25
94230	08/22/2019	4985	HERNANDEZ. STEVEN	2,689.00	0.00	2,689.00
94231	08/22/2019	5173	HOLMES. JASON	68.90	0.00	68.90
94232	08/22/2019	42031	HOME DEPOT	1,548.01	0.00	1,548.01
94233	08/22/2019	41897	HOSE-MAN THE	57.72	0.00	57.72
94234	08/22/2019	65891	HUMAN SERVICES ASSOCIATION	750.00	0.00	750.00
94235	08/22/2019	4622	JHM SUPPLY INC	678.44	0.00	678.44
94236	08/22/2019	59873	JJS PALOMO'S STEEL INC	120.34	0.00	120.34
94237	08/22/2019	4180	JONES RICHARD D. A PROF LAW CORP	6,370.11	0.00	6,370.11
94238	08/22/2019	4180	JONES RICHARD D. A PROF LAW CORP	16,750.00	0.00	16,750.00
94239	08/22/2019	53311	LAKEWOOD MEALS ON WHEELS	875.00	0.00	875.00
94240	08/22/2019	18400	LAKEWOOD. CITY WATER DEPT	39,665.51	0.00	39,665.51
94241	08/22/2019	44733	LIEBERT CASSIDY WHITMORE	6,726.15	0.00	6,726.15
94242	08/22/2019	2409	LIFTECH ELEVATOR SERVICES INC	375.00	0.00	375.00
94243	08/22/2019	58414	MANAGED HEALTH NETWORK	400.00	0.00	400.00
94244	08/22/2019	62080	MARKLEY. ELIZABETH	143.00	0.00	143.00
94245	08/22/2019	23130	MC MASTER-CARR SUPPLY CO	406.04	0.00	406.04
94246	08/22/2019	52588	MILLER DON & SONS	236.40	0.00	236.40
94247	08/22/2019	64333	MOSES-CALDERA. ISABEL	499.20	0.00	499.20
94248	08/22/2019	4443	O'REILLY AUTOMOTIVE STORES INC	786.01	17.10	768.91
94249	08/22/2019	48035	OCAJ INC	19.00	0.00	19.00
94250	08/22/2019	4513	OCEAN BLUE ENVIRONMENTAL SERVICES	1,032.04	0.00	1,032.04
94251	08/22/2019	47554	OFFICE DEPOT BUSINESS SVCS	78.01	0.00	78.01
94252	08/22/2019	4497	PACIFIC COACHWAYS CHARTER SERVICES	1,163.75	0.00	1,163.75
94253	08/22/2019	50512	PATHWAYS VOLUNTEER HOSPICE	750.00	0.00	750.00
94254	08/22/2019	4374	PITNEY BOWES INC	827.34	0.00	827.34
94255	08/22/2019	5045	SAN JUAN. CLYDE J	630.50	0.00	630.50
94256	08/22/2019	3153	SECTRAN SECURITY INC	153.49	0.00	153.49
94257	08/22/2019	3186	CORAL BAY HOME LOANS	1,411.80	0.00	1,411.80
94258	08/22/2019	52279	SMART & FINAL INC	1,673.05	0.00	1,673.05
94259	08/22/2019	26900	SO CALIF SECURITY CENTERS INC	52.71	0.00	52.71
94260	08/22/2019	29400	SOUTHERN CALIFORNIA EDISON CO	68,106.90	0.00	68,106.90
94261	08/22/2019	29500	SOUTHERN CALIFORNIA GAS CO	3,090.93	0.00	3,090.93
94262	08/22/2019	4026	SPASEFF TED C	487.50	0.00	487.50
94263	08/22/2019	50299	SPENCER. GORDON	400.00	0.00	400.00
94264	08/22/2019	60792	STEPHENS. ERIC	343.20	0.00	343.20
94265	08/22/2019	5128	SUKUT CONSTRUCTION. LLC	198,608.61	0.00	198,608.61
94266	08/22/2019	57912	SURI. KAREN	114.40	0.00	114.40

# CITY OF LAKEWOOD SUMMARY CHECK REGISTER

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
94267	08/22/2019	2533	TNEMEC COMPANY INC.	55.84	0.00	55.84
94268	08/22/2019	1676	U S TELEPACIFIC CORP	548.41	0.00	548.41
94269	08/22/2019	4907	VARSITY BRANDS HOLDING CO INC	15.06	0.00	15.06
94270	08/22/2019	5155	WATER SYSTEM SERVICES LLC	175.00	0.00	175.00
94271	08/22/2019	17640	WAXIE ENTERPRISES INC	1,317.92	0.00	1,317.92
94272	08/22/2019	37745	WESTERN EXTERMINATOR CO	57.50	0.00	57.50
94273	08/22/2019	35146	WILLDAN ASSOCIATES	135,485.74	0.00	135,485.74
94274	08/22/2019	3699	ALIWALAS. EMELINDA	250.00	0.00	250.00
94275	08/22/2019	3699	AVILA. BLANCA	250.00	0.00	250.00
94276	08/22/2019	3699	BROTHERS HOME IMPROVEMENT	5,900.10	0.00	5,900.10
94277	08/22/2019	3699	CORDON. LUCRECIA	250.00	0.00	250.00
94278	08/22/2019	3699	CORTES. KARLA	11.00	0.00	11.00
94279	08/22/2019	3699	CRUZ. JAZMIN	250.00	0.00	250.00
94280	08/22/2019	3699	DIAZ. PRISCILLA	100.00	0.00	100.00
94281	08/22/2019	3699	HERNANDEZ. ROBERTA	10.00	0.00	10.00
94282	08/22/2019	3699	HUERTA DEL VELAZOUEZ. GRACIELA	24.00	0.00	24.00
94283	08/22/2019	3699	JENKINS. DANITA	250.00	0.00	250.00
94284	08/22/2019	3699	KHMER ALUMNI ASSOCIATION	250.00	0.00	250.00
94285	08/22/2019	3699	KLINE. JAMES A.	250.00	0.00	250.00
94286	08/22/2019	3699	KNEZOVICH. MILAN	20.00	0.00	20.00
94287	08/22/2019	3699	LAKEWOOD AQUATICS	80.00	0.00	80.00
94288	08/22/2019	3699	MADDAHL. DARIUSH	100.00	0.00	100.00
94289	08/22/2019	3699	OROZCO. YVONNE	33.00	0.00	33.00
94290	08/22/2019	3699	PABICO. CARMINA	15.00	0.00	15.00
94291	08/22/2019	3699	PHILLIPSON. JESSY	38.00	0.00	38.00
94292	08/22/2019	3699	REYES. KYLA	35.00	0.00	35.00
94293	08/22/2019	3699	ST. PANCRATIUS CATHOLIC CHURCH	250.00	0.00	250.00
94294	08/22/2019	3699	TECTA AMERICA SOUTHERN CALIFORNIA INC	3,453.10	0.00	3,453.10
94295	08/22/2019	3699	VILLEGAS. CHELSEA	7.00	0.00	7.00
94296	08/22/2019	3699	WILSON. LTOYA	20.00	0.00	20.00
94297	08/22/2019	3699	WISNER. DENNY	25.00	0.00	25.00
94298	08/22/2019	3699	YEPEZ. MARTHA	8.00	0.00	8.00
<b>Totals:</b>				<u>2,797,570.46</u>	<u>17.10</u>	<u>2,797,553.36</u>

**CITY OF LAKEWOOD  
FUND SUMMARY 8/29/2019**

In accordance with section 2521 of the Lakewood Municipal Code there is presented herewith a summary of obligations to be paid by voucher 94299 through 94395. Each of the following demands has been audited by the Director of Administrative Services and approved by the City Manager.

1010	GENERAL FUND	200,192.16
1015	SPECIAL OLYMPICS	35.02
1020	CABLE TV	884.52
1050	COMMUNITY FACILITY	2,311.73
1622	LA CNTY MEASURE M	19,511.12
1630	USED OIL GRANT	5,331.81
3001	CAPITAL IMPROV PROJECT FUND	614.63
3060	PROPOSITION "A"	84.26
3070	PROPOSITION "C"	31,007.48
5010	GRAPHICS AND COPY CENTER	4,257.61
5020	CENTRAL STORES	5,964.60
5030	FLEET MAINTENANCE	2,622.34
7500	WATER UTILITY FUND	18,866.92
8030	TRUST DEPOSIT	290.59
		<hr/>
		<b>291,974.79</b>

Council Approval

\_\_\_\_\_  
Date

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

Attest

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

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

# CITY OF LAKEWOOD SUMMARY CHECK REGISTER

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
94299	08/29/2019	5179	ALS GROUP USA. CORP.	2,656.50	0.00	2,656.50
94300	08/29/2019	35016	ASSOCIATED SOILS ENGINEERING INC	25,897.50	0.00	25,897.50
94301	08/29/2019	4278	BEAR COMMUNICATIONS INC	443.72	0.00	443.72
94302	08/29/2019	52244	BELLFLOWER. CITY OF	261.08	0.00	261.08
94303	08/29/2019	4300	CAL-RECYCLE	5,331.81	0.00	5,331.81
94304	08/29/2019	57231	EARLYCHILDHOOD LLC	1,269.04	0.00	1,269.04
94305	08/29/2019	3188	GALLS LLC/OUARTERMMASTER LLC	54.64	0.00	54.64
94306	08/29/2019	5007	GRAPHIC TICKETS & SYSTEMS. LLC	1,812.93	0.00	1,812.93
94307	08/29/2019	42031	HOME DEPOT	268.19	0.00	268.19
94308	08/29/2019	42031	HOME DEPOT	415.40	0.00	415.40
94309	08/29/2019	36844	LA COUNTY DEPT OF PUBLIC WORKS	31,498.58	0.00	31,498.58
94310	08/29/2019	5153	MIDWEST MOTOR SUPPLY CO. INC.	109.50	0.00	109.50
94311	08/29/2019	4443	O'REILLY AUTOMOTIVE STORES INC	33.39	0.00	33.39
94312	08/29/2019	4760	PUN GROUP. THE LLP	5,000.00	0.00	5,000.00
94313	08/29/2019	39640	RAYVERN LIGHTING SUPPLY CO INC	868.01	0.00	868.01
94314	08/29/2019	1437	U S BANK NATIONAL ASSOCIATION	17,001.76	0.00	17,001.76
94315	08/29/2019	2416	WAIT. STUART	265.00	0.00	265.00
94316	08/29/2019	5264	ADVANTAGE MAILING. LLC	4,429.87	0.00	4,429.87
94317	08/29/2019	1700	ALLIED REFRIGERATION INC	248.50	0.00	248.50
94318	08/29/2019	58000	AMERICAN TRUCK & TOOL RENTAL INC	174.21	0.00	174.21
94319	08/29/2019	46678	AUTOLIFT SERVICES INC	337.50	0.00	337.50
94320	08/29/2019	5184	BEGINNERS EDGE SPORTS TRAINING. LLC	2,653.17	0.00	2,653.17
94321	08/29/2019	48108	BERG. APRIL	1,686.75	0.00	1,686.75
94322	08/29/2019	59748	BIG STUDIO INC	601.76	0.00	601.76
94323	08/29/2019	1935	BREA. CITY OF	38,497.50	0.00	38,497.50
94324	08/29/2019	42144	BROEKER. CANDACE	22.75	0.00	22.75
94325	08/29/2019	53983	CALIF STATE FRANCHISE TAX BOARD	250.00	0.00	250.00
94326	08/29/2019	5294	CIROUE DU SOLEIL AMERICA INC.	700.00	0.00	700.00
94327	08/29/2019	64932	CJ CONCRETE CONSTRUCTION INC	18,000.00	0.00	18,000.00
94328	08/29/2019	63558	COLLINS GROUP. THE	375.26	0.00	375.26
94329	08/29/2019	4348	D&J INTERNATIONAL INC	2,682.75	0.00	2,682.75
94330	08/29/2019	5200	DAHLIN GROUP. INC.	16,157.75	0.00	16,157.75
94331	08/29/2019	3213	DIRECTV INC	78.50	0.00	78.50
94332	08/29/2019	57231	EARLYCHILDHOOD LLC	14.95	0.00	14.95
94333	08/29/2019	39267	DOG DEALERS INC	790.40	0.00	790.40
94334	08/29/2019	5157	INTERNATIONAL E-Z UP INC	5,870.02	0.00	5,870.02
94335	08/29/2019	4435	ELLIOTT AUTO SUPPLY COMPANY INC	4.12	0.00	4.12
94336	08/29/2019	66217	MAGNASYNC-MOVIOLA CORP	84.26	0.00	84.26
94337	08/29/2019	5182	FRED ALLEN ENTERPRISES. INC.	255.07	0.00	255.07
94338	08/29/2019	3188	GALLS LLC/OUARTERMMASTER LLC	472.03	0.00	472.03
94339	08/29/2019	52540	GONSALVES JOE A & SON	4,526.00	0.00	4,526.00
94340	08/29/2019	33150	GRAINGER W W INC	431.66	0.00	431.66
94341	08/29/2019	4872	HEATON. KATHRYN	113.75	0.00	113.75
94342	08/29/2019	59486	HERMAN. LINDA	250.00	0.00	250.00

# CITY OF LAKEWOOD

## SUMMARY CHECK REGISTER

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
94343	08/29/2019	34354	HI-WAY SAFETY RENTALS INC	1,600.02	0.00	1,600.02
94344	08/29/2019	42031	HOME DEPOT	1,193.54	0.00	1,193.54
94345	08/29/2019	4622	JHM SUPPLY INC	59.79	0.00	59.79
94346	08/29/2019	2956	KICK IT UP KIDZ. LLC	1,742.00	0.00	1,742.00
94347	08/29/2019	18300	LAKEWOOD CHAMBER OF COMMERCE	2,416.67	0.00	2,416.67
94348	08/29/2019	2453	LAKEWOOD EDUCATION FOUNDATION	2,500.00	0.00	2,500.00
94349	08/29/2019	65773	MAYFLOWER DISTRIBUTING COMPANY	29.54	0.00	29.54
94350	08/29/2019	5062	MORALES. JOSE ALEJANDRO	425.00	0.00	425.00
94351	08/29/2019	51171	PERS LONG TERM CARE PROGRAM	70.64	0.00	70.64
94352	08/29/2019	4459	READWRITE EDUCATIONAL SOLUTIONS INC	1,168.70	0.00	1,168.70
94353	08/29/2019	4309	SAFESHRED	25.00	0.00	25.00
94354	08/29/2019	56957	SALCO GROWERS INC	219.00	0.00	219.00
94355	08/29/2019	66280	BARRY SANDLER ENTERPRISES	118.05	0.00	118.05
94356	08/29/2019	59218	SIERRA INSTALLATIONS INC	5,720.00	0.00	5,720.00
94357	08/29/2019	5197	SIGNAL HILL AUTO ENTERPRISES INC.	363.32	0.00	363.32
94358	08/29/2019	62286	J R SIMPLOT COMPANY	976.74	0.00	976.74
94359	08/29/2019	5230	SITEONE LANDSCAPE SUPPLY. LLC	5,712.25	0.00	5,712.25
94360	08/29/2019	4913	SKATE EXPRESS	1,625.00	0.00	1,625.00
94361	08/29/2019	3186	CORAL BAY HOME LOANS	470.60	0.00	470.60
94362	08/29/2019	52279	SMART & FINAL INC	121.15	0.00	121.15
94363	08/29/2019	29450	SOUTHERN CALIFORNIA EDISON	549.50	0.00	549.50
94364	08/29/2019	4972	CHARTER COMMUNICATIONS HOLDINGS. LLC	4,272.44	0.00	4,272.44
94365	08/29/2019	49529	SPICERS PAPER INC	899.36	0.00	899.36
94366	08/29/2019	5286	SUBSURFACE INSTRUMENTS. INC.	7,450.00	0.00	7,450.00
94367	08/29/2019	52610	SWANK MOTION PICTURES INC	497.00	0.00	497.00
94368	08/29/2019	4830	TELECOM LAW FIRM PC	1,188.00	0.00	1,188.00
94369	08/29/2019	5283	THE BROAD	1,400.00	0.00	1,400.00
94370	08/29/2019	4364	THE RINKS-LAKEWOOD ICE	146.25	0.00	146.25
94371	08/29/2019	2533	TNEMEC COMPANY INC.	55.84	0.00	55.84
94372	08/29/2019	60685	TURF STAR	442.38	0.00	442.38
94373	08/29/2019	1437	U S BANK NATIONAL ASSOCIATION	923.37	0.00	923.37
94374	08/29/2019	1437	U S BANK NATIONAL ASSOCIATION	11,402.59	0.00	11,402.59
94375	08/29/2019	5254	US DEPARTMENT OF EDUCATION AWG	348.76	0.00	348.76
94376	08/29/2019	4907	VARSITY BRANDS HOLDING CO INC	382.44	0.00	382.44
94377	08/29/2019	2416	WAIT. STUART	746.48	0.00	746.48
94378	08/29/2019	3943	WATERLINE TECHNOLOGIES INC	1,065.99	0.00	1,065.99
94379	08/29/2019	17640	WAXIE ENTERPRISES INC	2,972.15	0.00	2,972.15
94380	08/29/2019	60651	WECK ANALYTICAL ENVIRONMENTAL SERVICES I	1,028.20	0.00	1,028.20
94381	08/29/2019	40925	WEST COAST ARBORISTS INC	26,850.60	0.00	26,850.60
94382	08/29/2019	37745	WESTERN EXTERMINATOR CO	53.50	0.00	53.50
94383	08/29/2019	2279	AMERICAN PACIFIC PRINTERS COLLEGES	1,095.00	0.00	1,095.00
94384	08/29/2019	35146	WILLDAN ASSOCIATES	2,396.75	0.00	2,396.75
94385	08/29/2019	4183	WINZER CORPORATION	472.35	0.00	472.35
94386	08/29/2019	4837	XEROX CORPORATION	3,358.25	0.00	3,358.25

**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>
94387	08/29/2019	3699	ALVIS. LOGAN	250.00	0.00	250.00
94388	08/29/2019	3699	BELTRAN. JOSE	250.00	0.00	250.00
94389	08/29/2019	3699	CORDERO. MARICELA	250.00	0.00	250.00
94390	08/29/2019	3699	GIPSON. DONICA	250.00	0.00	250.00
94391	08/29/2019	3699	HOANG. NEWTON	100.00	0.00	100.00
94392	08/29/2019	3699	OLSON. DARLA	250.00	0.00	250.00
94393	08/29/2019	3699	SMOOT. DIANE	490.00	0.00	490.00
94394	08/29/2019	3699	STUFF III. CARL	435.00	0.00	435.00
94395	08/29/2019	3699	TIPTON. LAEKOHN	250.00	0.00	250.00
<b>Totals:</b>				<u>291,974.79</u>	<u>0.00</u>	<u>291,974.79</u>



# CITY OF LAKEWOOD

## SUMMARY ACH/WIRE REGISTER AUG 2019

ACH date	Amount	Recipient	Purpose	Period
8/1/19	6,534.50	Southland C/U	employee savings account	Jul 14-27, 2019
8/1/19	4,938.50	F&A Fed C/U	employee savings account	Jul 14-27, 2019
8/1/19	7,876.13	MidAmerica	ARS aka APPLE	Jul 14-27, 2019
8/1/19	9,463.45	VOYA	VOYA 401(a)	Jul 14-27, 2019
8/1/19	3,425.00	PARS via U.S. Bank	excess stackable plan	Jul 14-27, 2019
8/1/19	5,174.12	PARS via U.S. Bank	stackable plan	Jul 14-27, 2019
8/1/19	22,704.59	VOYA	VOYA 457 & ROTH	Jul 14-27, 2019
8/2/19	25,846.05	EDD	State taxes	Jul 14-27, 2019
8/8/19	94,659.57	CalPERS	PERS contribution	Jul 14-27, 2019
8/8/19	49,871.80	Marquette Bank	annual lease pmt-Helicopter	FY 19/20
8/14/19	6,534.50	Southland C/U	employee savings account	Jul 28-Aug 10, 2019
8/14/19	4,938.50	F&A Fed C/U	employee savings account	Jul 28-Aug 10, 2019
8/14/19	26,360.88	EDD	State taxes	Jul 28-Aug 10, 2019
8/14/19	101,329.99	IRS via F&M	Fed taxes	Jul 28-Aug 10, 2019
8/15/19	7,906.44	MidAmerica	ARS aka APPLE	Jul 28-Aug 10, 2019
8/15/19	9,725.17	VOYA	VOYA 401(a)	Jul 28-Aug 10, 2019
8/15/19	8,624.47	PARS via U.S. Bank	stackable plan	Jul 28-Aug 10, 2019
8/15/19	22,829.59	VOYA	VOYA 457 & ROTH	Jul 28-Aug 10, 2019
8/19/19	97,317.40	CalPERS	PERS contribution	Jul 28-Aug 10, 2019
8/28/19	87,318.34	IRS via F&M	Fed taxes	Aug 11-24, 2019
8/29/19	21,575.42	EDD	State taxes	Aug 11-24, 2019
8/29/19	59,059.21	City Light & Power	monthly maint fee	Aug 2019
8/29/19	7,076.18	MidAmerica	ARS aka APPLE	Aug 11-24, 2019
8/29/19	8,861.40	VOYA	VOYA 401(a)	Aug 11-24, 2019
8/29/19	8,814.17	PARS via U.S. Bank	stackable plan	Aug 11-24, 2019
8/29/19	23,029.59	VOYA	VOYA 457 & ROTH	Aug 11-24, 2019

Council Approval

\_\_\_\_\_  
Date

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

Attest

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

\_\_\_\_\_  
Director of Finance & Administrative Services

**CITY OF LAKEWOOD  
FUND SUMMARY 9/5/2019**

In accordance with section 2521 of the Lakewood Municipal Code there is presented herewith a summary of obligations to be paid by voucher 94396 through 94474. Each of the following demands has been audited by the Director of Administrative Services and approved by the City Manager.

1010	GENERAL FUND	91,431.41
1020	CABLE TV	300.00
1050	COMMUNITY FACILITY	264.00
1622	LA CNTY MEASURE M	4,657.85
3070	PROPOSITION "C"	515.63
5010	GRAPHICS AND COPY CENTER	1,371.39
5020	CENTRAL STORES	2,856.68
5030	FLEET MAINTENANCE	17,981.88
7500	WATER UTILITY FUND	81,732.41
8020	LOCAL REHAB LOAN	2,320.00
		<hr/>
		<b>203,431.25</b>

Council Approval

\_\_\_\_\_  
Date

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

Attest

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

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

# CITY OF LAKEWOOD

## SUMMARY CHECK REGISTER

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
94396	09/05/2019	62243	4IMPRINT	408.43	0.00	408.43
94397	09/05/2019	4208	AIRGAS INC	39.77	0.00	39.77
94398	09/05/2019	4684	AMAZON.COM LLC	2,012.24	0.00	2,012.24
94399	09/05/2019	4465	ATALLA. IBRAHIM	341.25	0.00	341.25
94400	09/05/2019	443	B&M LAWN AND GARDEN INC	111.13	0.00	111.13
94401	09/05/2019	4790	COMPASS BANK	12,954.57	0.00	12,954.57
94402	09/05/2019	62737	BOYES. GOBIND	78.00	0.00	78.00
94403	09/05/2019	42144	BROEKER. CANDACE	22.75	0.00	22.75
94404	09/05/2019	315	CALIF PUBLIC PARKING ASSOCIATION	1,188.00	0.00	1,188.00
94405	09/05/2019	57079	CALIF JOINT POWERS INS AUTHORITY	1,365.00	0.00	1,365.00
94406	09/05/2019	43135	CERRITOS. CITY OF	53,238.00	0.00	53,238.00
94407	09/05/2019	45894	CINTAS CORPORATION	63.02	0.00	63.02
94408	09/05/2019	4397	CM SCHOOL SUPPLY	37.84	0.00	37.84
94409	09/05/2019	5008	COLOR CARD ADMINISTRATOR CORP.	37.54	0.00	37.54
94410	09/05/2019	51550	CUMMINS CAL PACIFIC LLC	556.23	0.00	556.23
94411	09/05/2019	4498	DELTA DENTAL INSURANCE COMPANY	1,108.51	0.00	1,108.51
94412	09/05/2019	56889	DELTA DENTAL OF CALIFORNIA	8,013.76	0.00	8,013.76
94413	09/05/2019	58618	DURHAM SCHOOL SERVICES	515.63	0.00	515.63
94414	09/05/2019	4435	ELLIOTT AUTO SUPPLY COMPANY INC	9.27	0.00	9.27
94415	09/05/2019	52316	FEDERAL EXPRESS CORP	20.14	0.00	20.14
94416	09/05/2019	5272	GREENE BACKFLOW	2,040.00	0.00	2,040.00
94417	09/05/2019	54961	HACH COMPANY	163.65	0.00	163.65
94418	09/05/2019	34354	HI-WAY SAFETY RENTALS INC	4,657.85	0.00	4,657.85
94419	09/05/2019	5173	HOLMES. JASON	68.90	0.00	68.90
94420	09/05/2019	42031	HOME DEPOT	1,099.07	0.00	1,099.07
94421	09/05/2019	41897	HOSE-MAN THE	89.43	0.00	89.43
94422	09/05/2019	4180	JONES RICHARD D. A PROF LAW CORP	3,580.50	0.00	3,580.50
94423	09/05/2019	4458	KIM. YVONNE	788.40	0.00	788.40
94424	09/05/2019	53992	YMCA OF GREATER LONG BEACH	1,000.00	0.00	1,000.00
94425	09/05/2019	18400	LAKEWOOD. CITY WATER DEPT	41,339.12	0.00	41,339.12
94426	09/05/2019	20300	LONG BEACH CITY GAS & WATER DEPT	393.77	0.00	393.77
94427	09/05/2019	63809	MACAULAY. CHRISTINA	150.00	0.00	150.00
94428	09/05/2019	4409	MALLORY SAFETY AND SUPPLY LLC	298.61	0.00	298.61
94429	09/05/2019	58414	MANAGED HEALTH NETWORK	351.12	0.00	351.12
94430	09/05/2019	23130	MC MASTER-CARR SUPPLY CO	39.51	0.00	39.51
94431	09/05/2019	4190	NATIONAL UNION FIRE INSURANCE CO	554.33	0.00	554.33
94432	09/05/2019	4892	NESTLE WATERS NORTH AMERICA	104.70	0.00	104.70
94433	09/05/2019	4443	O'REILLY AUTOMOTIVE STORES INC	377.73	6.26	371.47
94434	09/05/2019	1615	PFM ASSET MANAGEMENT LLC	3,133.32	0.00	3,133.32
94435	09/05/2019	45437	S & J SUPPLY CO	11,683.66	0.00	11,683.66
94436	09/05/2019	56359	S Y NURSERY	195.46	0.00	195.46
94437	09/05/2019	63960	SOUTHERN COUNTIES OIL CO	15,240.12	0.00	15,240.12
94438	09/05/2019	52279	SMART & FINAL INC	550.92	0.00	550.92
94439	09/05/2019	26900	SO CALIF SECURITY CENTERS INC	6.03	0.00	6.03

# CITY OF LAKEWOOD SUMMARY CHECK REGISTER

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
94440	09/05/2019	29400	SOUTHERN CALIFORNIA EDISON CO	3,892.25	0.00	3,892.25
94441	09/05/2019	1737	SOUTHERN COUNTIES LUBRICANTS	552.71	0.00	552.71
94442	09/05/2019	4368	SPECIALTY TIRES LLC	112.18	0.00	112.18
94443	09/05/2019	50299	SPENCER. GORDON	150.00	0.00	150.00
94444	09/05/2019	49529	SPICERS PAPER INC	1,371.39	0.00	1,371.39
94445	09/05/2019	37930	STANDARD INSURANCE CO UNIT 22	2,593.75	0.00	2,593.75
94446	09/05/2019	37930	STANDARD INSURANCE CO UNIT 22	8,703.32	0.00	8,703.32
94447	09/05/2019	4212	SYN-TECH SYSTEMS INC	59.43	0.00	59.43
94448	09/05/2019	4893	TENG. WHEA-FUN	166.40	0.00	166.40
94449	09/05/2019	2372	TGIS CATERING SVCS INC	765.14	0.00	765.14
94450	09/05/2019	4364	THE RINKS-LAKEWOOD ICE	204.75	0.00	204.75
94451	09/05/2019	2533	TNEMEC COMPANY INC.	111.68	0.00	111.68
94452	09/05/2019	4873	TRANSAMERICA LIFE INSURANCE COMPANY	1,905.69	0.00	1,905.69
94453	09/05/2019	35089	UNDERGROUND SERVICE ALERT	203.05	0.00	203.05
94454	09/05/2019	4840	VERITIV OPERATING COMPANY	106.87	0.00	106.87
94455	09/05/2019	57135	VISION SERVICE PLAN	4,431.66	0.00	4,431.66
94456	09/05/2019	3943	WATERLINE TECHNOLOGIES INC	723.58	0.00	723.58
94457	09/05/2019	17640	WAXIE ENTERPRISES INC	1,796.20	0.00	1,796.20
94458	09/05/2019	37745	WESTERN EXTERMINATOR CO	264.00	0.00	264.00
94459	09/05/2019	4183	WINZER CORPORATION	19.99	0.00	19.99
94460	09/05/2019	3837	WORTHINGTON FORD	220.19	0.00	220.19
94461	09/05/2019	3699	ABUEG. DANIEL	250.00	0.00	250.00
94462	09/05/2019	3699	ALVARADO. RICHELLE	250.00	0.00	250.00
94463	09/05/2019	3699	DE JOYA. JOHN	5.00	0.00	5.00
94464	09/05/2019	3699	DOAN. THOMAS DIEN	81.00	0.00	81.00
94465	09/05/2019	3699	MACHADO. CARMEN	250.00	0.00	250.00
94466	09/05/2019	3699	NANEZ. MARIA	250.00	0.00	250.00
94467	09/05/2019	3699	NELSON. RYAN	250.00	0.00	250.00
94468	09/05/2019	3699	PAXTON-FORD. STACEY	250.00	0.00	250.00
94469	09/05/2019	3699	PAYTON. BRITTNEY	250.00	0.00	250.00
94470	09/05/2019	3699	PRO PLUMBING&DRAIN SOLUTIONS INC	2,320.00	0.00	2,320.00
94471	09/05/2019	3699	REYES. ANGELICA	250.00	0.00	250.00
94472	09/05/2019	3699	RJOS. ROCIO	250.00	0.00	250.00
94473	09/05/2019	3699	SIBAYAN. NORMA	250.00	0.00	250.00
94474	09/05/2019	3699	VAEA. DONNA	150.00	0.00	150.00
Totals:				<u>203,437.51</u>	<u>6.26</u>	<u>203,431.25</u>

**D  
I  
V  
I  
D  
E  
R  
  
S  
H  
E  
E  
T**

**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 committee: Public Safety Committee.

### **On August 13, 2019, the Water Resources Committee met and discussed:**

- The Public Health Goals (PHG) Report, which covered the city's three most recent annual water quality reports (2016-2018) and outlined reporting requirements;
- The necessity of drilling a new well to meet future water supply demands, which the Committee reviewed and approved to recommend that the City Council authorize a professional services agreement for consulting services for the drilling project of new well #28 at Arbor Yard;
- An update of recent regulatory activities of per- and polyfluoroalkyl substances (PFAS), monitoring requirements, test results, and current and proposed health advisory notification levels; and
- The proposed Capital Improvement Program (CIP) schedule for Lakewood's water system, which includes drilling a new well, pipeline replacement, rehabilitation of existing wells and reservoirs, and facility site improvements.

### **On August 27, the Public Safety Committee met and discussed:**

#### Crime Trends and Statistics

- It was reported that all Part 1 Crimes, except burglaries and larceny thefts, from January to July of 2019 were down compared to the same time frame last year. A sampling of crimes that occurred since the last Committee meeting were discussed, noting that 3 of the 15 aggravated assaults were domestic related and that grand theft auto incidents continued to decrease. There were 22 residential and 37 commercial burglaries since the last meeting and deputies were continuing to monitor these crimes closely. Recent meetings with personnel indicated that burglary numbers were beginning to decline.
- Crime stats at the Lakewood Mall were positive. ASAP cameras had over 20,000 license plate hits from January to June. It was explained that the license plate hits can signify various indicators relating to the respective vehicles and registered owners, such as arson/sex registrants, lost/stolen plates, and warrants. Although every hit does not lead to an arrest, it is important to note that the system helps identify potential criminal activity and is a valuable tool for deputies.

#### Public Outreach

- The Public Information Office (PIO) continued to heavily promote the Ring rebate program and Community Safety meetings on the city's Facebook page and through various articles. Staff presented the Neighborhood Watch (NW) promotional advertisement that was created for the August to October Lakewood Community News (LCN) publications.

- PIO published a story on school safety tips in the August Lakewood Living Magazine and stories about Captain Sprengel from Lakewood Station, and rules for solicitors were in the August LCN. With September being "Emergency Preparedness Month," there will be a publicity emphasis on the CERT program and Survive for 7. Current publicity included details of the city's difficult budget situation while highlighting public safety as a top priority and upcoming budget briefings for community organizations. An upcoming eMag article and Facebook post will promote the great collection of photos from the National Night Out (NNO) event at Palms Park. In response to an inquiry from Committee Member Rogers, staff noted that attendance for the NNO event was about 600 people. Committee Member Rogers commended staff on a great event that many neighborhood residents attended and were excited to be a part of.

#### Neighborhood Watch Update

- Public Safety staff reported that enrollment for the eWatch newsletter continued to increase and there were currently 437 subscribers. Block Captains (BCs) requested the opportunity to collaborate with other BCs, so BC liaisons were established with the goal of having one in each reporting district (RD). The liaisons will have various duties including being a point of contact for BCs in their RD and holding joint Neighborhood Watch (NW) meetings with them. They will also meet monthly with Public Safety staff to provide suggestions on how to grow NW and recruit new BCs.
- The recent NW quarterly seminar had an increase in attendance, with 40 BCs participating. The new BC liaisons were introduced and there was discussion about the challenges the liaisons overcame to establish successful NW programs. Attendees also broke into small discussion groups with their BC liaison to discuss challenges they were facing. The NW appreciation picnic is scheduled for September 14 at Boyar Park to recognize the efforts of BCs with a picnic lunch, fun activities, and prizes.

#### Community Safety Meetings Update

- Public Safety staff presented an overview of the ten community safety meetings that were held throughout the city. The concept for the meeting series was to invite the general public, by their reporting district (RD), to a State of Public Safety meeting for a comprehensive presentation by LASD and Public Safety staff about the policing model, deputy response for service, city-wide crime data, RD-specific crime data specific, and Public Safety Department information. Each meeting had good attendance and there was a total of 166 residents who attended the sessions. The meetings resulted in 14 eWatch sign-ups, four new BCs, five residents who were interested in holding NW meetings on their blocks, and 87 comment cards from attendees were addressed. Staff felt that residents were overall very appreciative of the information that was presented and the meetings were a success thanks in large part to the efforts of LASD staff and Public Safety staff.
- Chairman Piazza was appreciative of the overview and requested that the findings be shared with the rest of the City Council. The Committee also suggested sharing the information with the community at large since attendees' concerns were likely shared by many other residents, and so that residents could learn of the opportunity that was

provided to the public. Staff noted that the information would be shared with the rest of the City Council and that an eMag article could be created for the public to highlight the general themes addressed at each meeting. The Committee noted that these meetings were a very proactive measure by the City and that those who attended received great information.

#### Abatement Deputy Update

- The Abatement Deputy discussed various cleanups that were conducted at Los Coyotes and in the San Gabriel riverbed. The Abatement Deputy met with a representative from Union Pacific - the company that owns the railroad track that runs between Carson, Del Amo, and Candlewood - to discuss placing fencing across the railroad entrances. Union Pacific agreed to install fencing on Candlewood Street and Cherry Avenue and will grant access to the railroad to LASD to clear out and or arrest people for trespassing or other incidents. Responding to an inquiry from Committee Member Rogers, The Abatement Deputy stated he believed that Union Pacific would allow fencing at other railroad entrances if the city secured funding for them. Chairman Rogers suggested that staff keep this in consideration. In order to prevent homeless encampments, Union Pacific agreed to clear overgrown vegetation on their property and shared property with a pipeline company. The Abatement Deputy was also working with code enforcement to have residences in the area cut back hedges.
- The Abatement Deputy shared with the Committee that there had been an increase in calls for complaints to City Hall regarding homeless in vehicles. He noted that there was not much that deputies could do if someone was living in their car on a public street unless their car was not registered or the person did not have a driver's license. Deputies have been talking to the individuals and informing them about outreach organizations that might be able to assist them. Staff noted that they spoke to the outreach organization People Assisting the Homeless (PATH) about the increase in the city and they agreed to do more outreach to homeless in vehicles. Staff explained that people living in their cars were usually recently displaced and could be more accepting of help. In response to an inquiry from Chairman Piazza, the Abatement Deputy stated that the city's parking policy prohibits a vehicle from being parked on a street or alley for more than 72 consecutive hours. Committee Member Rogers shared his observations of recreational vehicles (RVs) parking in business parking lots and possibly taking up residency since he saw them there frequently. He felt that a policy was needed to address this issue so it would not spread throughout the city and he noted that other cities were considering safe haven areas for people to park overnight, which were usually unoccupied land or lots that are out of sight from the general public. He suggested that a safe haven area be considered when developing a policy to combat RVs taking up residency in parking lots.

#### Neighborhood Traffic Safety/Traffic Signal Phasing

- Public Works staff discussed their observations of sporadic traffic signal phasing at one area of the intersection at Del Amo and Lakewood Boulevards. Due to the inconsistency of the signal, staff contacted Los Angeles County to assess the signal and technicians found that a wasp nest was impeding the view of the intersection's camera. The nest was cleared by LA County staff and the sporadic signal phasing should be resolved.



- Public Works staff reported that two intersections in the city had been approved for a traffic signal phasing study by Willdan Engineering, and that a study for the remaining intersections in the city could be done for \$1,800 per intersection for a total cost of \$91,800. The last traffic signal phasing study was completed 2005 and that a study should be conducted every 10-15 years. The new study would build off of the last study and could be easily funded through various outside sources. The Committee approved staff's recommendation to present the proposal from Willdan Engineering for a traffic signal study to the City Council for their consideration.
- Staff noted that the goal of Neighborhood Traffic Safety was to look throughout city neighborhoods for traffic safety issues and create a plan to mitigate them. Public Works staff was currently visiting each stop sign throughout the city to search for any visual obstructions and would forward the information to the tree department to service specific trees that obstructed stop signs. Staff was also working to identify areas that were in need of street restriping and they were ensuring that signage around schools and parks were adequate. Staff noted that adding MPH signage in areas of speeding, such as sections of streets that widen, or areas where the speed limit changes might discourage drivers from speeding.
- Staff presented various maps that plotted all traffic citations from 2018 and it was discovered that major streets were common areas for high citation numbers. A map that excluded citations on major streets showed that neighborhood citations usually occurred near schools and parks. Staff noted that this information could allow a deeper dive into areas of the city to help discover what might be driving traffic violations in specific areas.
- The Committee requested that Neighborhood Traffic Safety efforts prioritize schools and parks and then funnel into all neighborhoods of the city. The Committee appreciated the analysis of traffic citations and requested that staff look into neighborhood areas with no citations to compare with calls for service to see if the areas were being neglected for traffic enforcement. The Committee also noted that if Council Members or residents had traffic safety concerns then they should be submitted for consideration.

#### Sidewalk Vending

- Staff noted that requirements were added to the sidewalk vendor ordinance to tighten it up based on Committee input and outreach to other cities. The added requirements were that the vendor must have identification on them at all times and charcoal and BBQ grills were added to the list of exclusions. Cities that adopted their own ordinances reported that it was an effective tool, there were no increases in sidewalk vendor applications, and residents were more aware of sidewalk vendors and reporting more of them. The city had received two complaints about vendors, one was an ice cream push cart and the other was a fruit stand. Without an adopted ordinance, the vendors could only be asked if they had County Health permits and if they did not, they would be unable to operate. The Committee approved staff's recommendation to forward the ordinance to the City Council for their review at the upcoming meeting.

Public Event Safety/Security

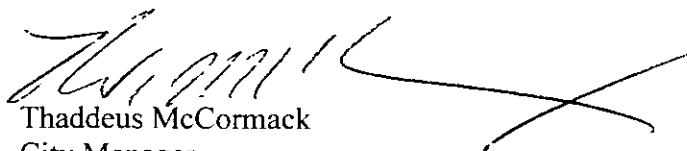
- Staff reported that with public events being targeted for violence, the city began working to establish protocols to bolster security and safety at events. They include identifying a staff safety officer at each event to work as the liaison with first responders; staff expectations during an incident; what information to share with staff during an incident; and better signage of egress and ingress at events. Staff noted that this was a work in progress but ensured that they were doing what they could to keep Lakewood as safe as possible. These measures would also be implemented for events on private property or city property that the city issued permits for or has a role in.
- The Committee appreciated the work being done and felt that staff was on the right track. The Committee shared their concerns about some of the heavily visited areas in the city that might not be equipped to handle an incident and requested that outreach be made to businesses on this topic. Staff noted that they would work with the Chamber of Commerce to get security and safety information out to local businesses. The Committee also requested that each event have a designated scanner/lookout for abnormalities and suspicious behavior. They noted that most people at events are focused on the event itself so it would be beneficial to have someone with their eyes up and observing from outside and over the event as a whole. Staff agreed with that suggestion and noted that scanning could be part of the staff safety officer duties since that position was still in the developmental stages. Staff added that in looking into best practices, many events advertised a number that attendees could send a text to if they saw something suspicious.

Follow-up from Previous Meetings

- Staff reported that they met with Lancaster Public Safety staff about the development of their hybrid law enforcement model that would be studied by a firm out of Chicago and be completed by late 2020. Staff noted that this hybrid law enforcement model could help free up deputies from handling of lower level crimes so that they could focus on more serious crimes. Staff felt that this model could be something worth pursuing and added that they would have follow-up conversations with Lancaster and possibly visit the city to see the hybrid law enforcement model in action.
- Staff reported that the appreciation lunch for the 4<sup>th</sup> of July suppression team that was recommended by the Committee would take place in late September.

**RECOMMENDATION**

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

  
Thaddeus McCormack  
City Manager

# DIVIDER SHEET

## **COUNCIL AGENDA**

September 10, 2019

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

**SUBJECT:** Mayfair High School Homecoming Parade Permit

### **STATEMENT OF FACTS**

Mayfair High School has submitted an application for a Homecoming Parade Permit.

The scheduled parade date is Friday, September 27, 2019, between 3:30 p.m. and 4:30 p.m. The parade would start at Fidler Avenue and South Street (across from Mayfair Park), proceed east on South Street to Woodruff Avenue, then north on Woodruff Avenue to Mayfair High School. This year's parade will consist of approximately twelve convertible cars.

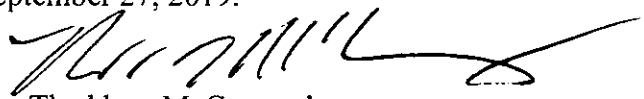
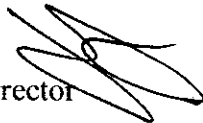
The parade permit was directed to the Sheriff's Station for review and approval. Lakewood's service area lieutenant will supervise parade activities.

It is staff's opinion that this event: 1) will not substantially interrupt the safe and orderly movement of other traffic contiguous to its route; 2) will not require a significant number of law enforcement officers to properly police the parade route; 3) will not unduly interfere with proper fire and police protection or ambulance services; and 4) will proceed from its point of origin to its point of destination expeditiously and without unreasonable delays en route.

### **RECOMMENDATION**

Staff recommends the City Council approve the application of Mayfair High School for a permit to conduct their annual Homecoming parade on September 27, 2019.

Joshua Yordt  
Public Safety Director



Thaddeus McCormack  
City Manager

# DIVIDER SHEET

## **COUNCIL AGENDA**

September 10, 2019

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

**SUBJECT:** Application Fee for Sidewalk Vendors

### **INTRODUCTION**

The attached resolution allows the city to adopt fees for the recovery of overhead costs associated with the processing of sidewalk vending permits.


### **STATEMENT OF FACTS**


An applicant that wishes to vend, peddle, and sell on public property be subject to the following fee:

Sidewalk Vendor Application Fee – this fee is to recoup city staff costs to review and process permits for sidewalk vending.

### **RECOMMENDATION**

It is recommended that the City Council adopt the proposed resolution establishing a fee for the recovery of overhead costs associated with the processing of sidewalk vendor permits.

Paolo Beltran   
Assistant to the City Manager

  
Thaddeus McCormack  
City Manager

RESOLUTION NO. 2019-42

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
LAKEWOOD ADOPTING FEES FOR THE RECOVERY OF  
OVERHEAD COSTS ASSOCIATED WITH THE PROCESSING  
OF SIDEWALK VENDOR PERMITS

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

SECTION 1. The City Council of the City of Lakewood finds that applicants for Sidewalk Vendor permits should pay sufficient fees to reasonably recover the total costs associated with the processing, storage and retrieval of Sidewalk Vendor permit applications and that these activities should not be subsidized by funding from the City's General Fund.

SECTION 2. The City Council finds and determines that the fees established by this Resolution do not exceed the amounts reasonably required to administer or process such permits, certificates or other forms or documents or to defray the cost of enforcement of the provisions of the pertinent Codes, and that the fees do not exceed the estimated reasonable costs of providing such services. Such finding and determination is applicable to present fees as well as potential future increases.

SECTION 3. Pursuant to Chapter 7 in Article VII of the Lakewood Municipal Code, the fees and charges set forth in Exhibit "A" attached hereto and made a part hereof, are hereby adopted.

SECTION 4. The City Clerk shall certify to the adoption of this Resolution and henceforth and thereafter the same shall be in full force and effect until amended or repealed by the City Council.

ADOPTED AND APPROVED THIS 10TH DAY OF SEPTEMBER, 2019.

\_\_\_\_\_  
Mayor

ATTEST:

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

EXHIBIT A

Sidewalk Vendor Application Fee	\$50
---------------------------------	------



# DIVIDER SHEET

## COUNCIL AGENDA

September 10, 2019

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

**SUBJECT:** Approval of Citywide Traffic Signal Maintenance Study

### INTRODUCTION

Staff is proposing that a comprehensive study of traffic signals be done Citywide. The study will determine if any equipment needs to be upgraded and if operational changes should be made. It will also establish priority for the changes.

### STATEMENT OF FACT

Traffic Signals in the City have been installed and upgraded since incorporation of the City over 65 years ago. An inventory of all equipment and an analysis of operational procedures was last done in 2007. That study resulted in various upgrades to 16 signalized intersections. A current update of this information will allow the City to plan and budget for changes that may be needed to ensure that the traffic signal network continues to provide for safe, orderly and efficient movement of traffic.

There are 77 signalized intersections of which 53 are operated and maintained by Lakewood through our contract with Los Angeles County Public Works Department, 20 shared on borders with adjacent cities and 4 owned and operated by Caltrans.

The consulting engineering firm of Willdan has an agreement with the City of Lakewood to assist with various engineering matters and has submitted a proposal to conduct a Citywide Traffic Signal Study of 51 signalized locations. The other two are currently under review by Willdan.


The project involves data collection of existing records, such as timing sheets, intersection geometry, field observations and traffic counts during AM and PM Peak Hour to include turning movements, detailed inventory of field equipment and finally, a comprehensive study of information collected for each intersection. The work is expected to take four months.

This comprehensive study with recommendations will serve as a master plan for future operation and maintenance and upgrades of our traffic signal system. The Public Safety Council Committee has recommended that this study be done.

### RECOMMENDATION

That the City Council:

1. Accept Willdan's proposal to conduct a Citywide Traffic Signal Maintenance Study, under their existing Agreement for Engineering Services, in an amount of \$91,800 and authorize the Mayor to sign the proposal.
2. Authorize Measure "R" funds be used for this project in an amount up to \$100,000.

Lisa Ann Rapp   
Director of Public Works

  
Thaddeus McCormack  
City Manager



August 23, 2019

Mr. Max Withrow, PE  
Assistant Director of Public Works  
City of Lakewood  
5050 Clark Avenue  
Lakewood, CA 90713

**Subject: Proposal to Provide Professional Traffic Engineering Services to Evaluate Signal Timing at Fifty-One (51) Intersections Citywide**

Dear Mr. Withrow:

Willdan Engineering (Willdan) is pleased to submit this proposal to provide professional traffic engineering services to evaluate the signal timing for fifty-one (51) intersections throughout the City of Lakewood. Concern has been expressed that the green times are too short for the through vehicle traffic and left turning vehicle traffic to progress through the intersection during peak hours. Willdan will evaluate the existing traffic circulation and volumes to provide recommended signal timing adjustments for implementation by the City. The following intersections maintained by the City of Lakewood will be included in this study:

### **Signalized Intersections to be Evaluated**

- |                           |                                       |
|---------------------------|---------------------------------------|
| 1. Arbor/Woodruff         | 2. Ashworth/Bellflower                |
| 3. Ashworth/Clark         | 4. Bellflower/Candlewood              |
| 5. Bellflower/South       | 6. Bloomfield/Centralia               |
| 7. Candlewood/Clark       | 8. Candlewood/Downey                  |
| 9. Candlewood/Graywood    | 10. Candlewood between Graywood/Clark |
| 11. Candlewood/Hazelbrook | 12. Candlewood/Woodruff               |
| 13. Canehill/South        | 14. Carson/Obispo                     |
| 15. Carson/Paramount      | 16. Carson/Watson Plaza/Country Club  |
| 17. Centralia/Claretta    | 18. Clark/Del Amo                     |
| 19. Clark/Hardwick        | 20. Clark/Hedda                       |
| 21. Clark/South           | 22. Centralia/Norwalk                 |
| 23. Del Amo/Bloomfield    | 24. Del Amo/Downey                    |
| 25. Del Amo/Graywood      | 26. Del Amo/Mapes                     |
| 27. Del Amo/Norwalk       | 28. Del Amo/Palo Verde                |

### Signalized Intersections to be Evaluated

29. Del Amo/Paramount	30. Del Amo/Pioneer
31. Del Amo/Roseton	32. Del Amo/State
33. Del Amo/Studebaker	34. Lakewood/Ashworth
35. Lakewood/Candlewood	36. Lakewood/Del Amo
37. Lakewood/Hardwick	38. Lakewood/South
39. Paramount/Arbor	40. Clark/Del Amo
41. Paramount/Candlewood	42. Paramount/Cover
43. Paramount/Hardwick	44. Pioneer/215th
45. Pioneer/Centralia	46. South/Palo Verde
47. Woodruff/Allington	48. Woodruff/Arabella
49. Woodruff/Centralia	50. Woodruff/Harvey Way
51. Woodruff/South	

The following is our proposed scope of work, schedule and fee:

#### SCOPE OF WORK

1. Willdan will conduct field observations and review existing intersection geometry.
2. Collect AM and PM peak hour turning movement counts during the hours of 7:00 AM to 9:00 AM and 4:00 PM to 6:00 PM.
3. Willdan will coordinate with the City's signal maintenance company (LA County) to gather existing signal timing charts for the study intersections.
4. Willdan will analyze the intersection using Synchro signal timing and analysis software version 10 for the study intersections. The analysis will provide recommended timing parameters for the AM and PM peak periods.
5. A study memo will be prepared to document the data, analyses, and recommendations of the signal timing evaluation. Willdan will also redline the existing signal timing charts based on the recommended signal timing settings.



## SCHEDULE

It is our recommendation that data collection not start until at least 2 weeks after the first week of school starting on August 26<sup>th</sup>. It is generally at this time when the "regular school" schedule for residents is formulated. We estimate a draft study memo can be completed within 10 weeks from receiving the traffic count data.

## FEE

We propose to provide the professional traffic engineering services outlined in this proposal for a total not-to-exceed fee of **\$91,800** based on 51 study intersections at \$1,800 per intersection.

Please indicate the City's approval and authorization to proceed by either printing out and signing two originals and returning one hard copy original to our office, or by scanning one signed original and returning it by e-mail.

Thank you for the opportunity to be of continuing service to the City of Lakewood. We recognize the importance of the study to the City and are committed to realizing its timely completion. Should you have any questions regarding this proposal, please contact Mr. Jeff Lau at (562) 364-8526 or Mr. Farhad Iranitalab at (562) 368-4893.

Respectfully submitted,

**WILLDAN ENGINEERING**

Vanessa Muñoz, PE, TE, PTOE  
*Director of Engineering*

Approval and Authorization to Proceed By:

**CITY OF LAKEWOOD**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

910005/06-160/P19-253\_17562

# DIVIDER SHEET

## **COUNCIL AGENDA**

September 10, 2019

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

**SUBJECT:** Community Safety Commission Recommendation – Removal of Disabled Person Parking Space

### **INTRODUCTION**


The Community Safety Commission met on August 5, 2019 to consider various community safety matters that included the consideration of a request for the removal of the disabled person parking space at 21127 Pioneer Boulevard.

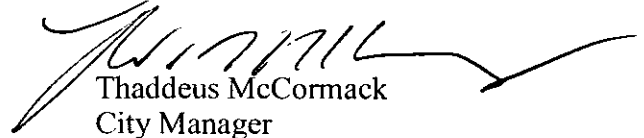
### **STATEMENT OF FACT**

The Public Works Department received a request for the removal of the disabled person parking space at 21127 Pioneer Boulevard. Staff verified that the disabled person who obtained the disabled person parking space was the person requesting removal. Therefore, the parking restriction should be removed. The Community Safety Commission, at their regular meeting on August 5, 2019, approved recommending removal.

### **RECOMMENDATION**

The Community Safety Commission recommends that the City Council adopt the attached resolution authorizing the removal of the disabled person parking space at 21127 Pioneer Boulevard.

Lisa Ann Rapp   
Director of Public Works

  
Thaddeus McCormack  
City Manager

RESOLUTION NO. 2019-43

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

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

SECTION 1. Resolution No. 2017-49 entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
LAKEWOOD ESTABLISHING DISABLED PERSON  
DESIGNATED PARKING ON THE WEST SIDE OF PIONEER  
BOULEVARD WITHIN THE CITY OF LAKEWOOD

is hereby rescinded.

SECTION 2. This resolution has been adopted pursuant to a Community Safety  
Commission recommendation.

ADOPTED AND APPROVED this 10th day of September, 2019.

\_\_\_\_\_  
Mayor

ATTEST:

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



# **D I V I D E R S H E E T**

## COUNCIL AGENDA

September 10, 2019

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

**SUBJECT:** Notice of Completion – Woodruff Paving 2019 - PW Project 19-02

### INTRODUCTION

The project resurfaced Woodruff Avenue between the southern city limits at Carson Street and the northern city limits north of Allington Street with rubberized asphalt concrete. City staff did the design work and construction management for the project.

### STATEMENT OF FACT

The City Council awarded a contract for Woodruff Paving–2019 PW19-02 in the amount of \$1,857,000 to R. J. Noble Company of Orange on March 26, 2019.

The final amount of the construction contract was \$1,874,284.92. The increased contract amount of \$17,285 was due to quantity adjustments of actual field measurements versus estimated bid quantities.

The project was funded using Proposition “C” funds.

### RECOMMENDATION

That the City Council accept the work constructed by R. J. Noble Company of Orange for “Woodruff Paving 2019 - PW Project 19-02” in the amount of \$1,874,284.92 and authorize the City Clerk to file the Notice of Completion for the project.

Lisa Ann Rapp   
Director of Public Works

  
Thaddeus McCormack  
City Manager

**D  
I  
V  
I  
D  
E  
R  
  
S  
H  
E  
E  
T**

# Public Hearings

## **COUNCIL AGENDA**

September 10, 2019

**TO:** Honorable Mayor and Members of the City Council

**SUBJECT:** CDBG Program Public Hearing on the Consolidated Annual Performance and Evaluation Report (CAPER) Fiscal Year 2018-2019

### **INTRODUCTION**

Community Development Block Grant (CDBG) regulations require grantees, such as the City of Lakewood (City), to prepare an annual performance report. The CAPER summarizes a grantee's programmatic and financial accomplishments during the previous program year and it is used by HUD to: 1) Assess each grantee's ability to carry out its programs in compliance with applicable regulations and requirements; 2) Provide information necessary for HUD to report to Congress; and 3) Provide the grantee with an opportunity to describe its program achievements with its citizens. This report is called the Consolidated Annual Performance and Evaluation Report (CAPER) and is required to be submitted to the U.S. Department of Housing and Urban Development (HUD) no later than 90 days after the close of the grantee's program year.

### **STATEMENT OF FACTS**

The CAPER includes a summary of Lakewood's overall progress in meeting local priorities and goals during the program year. The City's CAPER discusses annual and cumulative performance in the context of the strategic goals of the five-year Consolidated Plan and the annual goals of the Annual Action Plan, including the following areas: decent housing, continuum of care, leveraged resources, citizen participation, and other actions. The CAPER summarizes the City's accomplishments in furthering fair housing and other program requirements such as subrecipient monitoring, displacement and/or relocation activities, anti-poverty strategies, and an annual financial summary. It also includes a self-evaluation, which describes the City's accomplishments and identifies any changes necessary to meet the listed goals and strategies.

The CDBG accomplishments for FY 2018-2019 are summarized as follows:

1. Public Facilities - Burns Community Center Improvements were completed during FY 2018-2019 including:
  - Replacement of existing elevator with ADA compliant elevator
  - Remodel Meals on Wheels kitchen
  - Expand first floor multi-purpose room
  - Replace flooring
  - Upgrade restrooms to ADA compliance
  - Upgrade HVAC system
  - Waterproof exterior of building
  - Upgrade landscaping

2. Public Services – unduplicated participants served:
  - Meals on Wheels - 90 individuals
  - Community Family Guidance - 74 individuals
  - Pathways Volunteer Hospice - 30 individuals
  - Human Services Association - 126 individuals
  - Fair Housing - 356 individuals / 242 households
3. Single Family Rehabilitation Loan Program – During FY 2018-2019, a total of nine loans were approved and funded with Lakewood Housing Successor Agency funds.
4. Fix-Up Paint-Up Grant Program - During FY 2018-2019, a total of six grants were approved and funded with Lakewood Successor Agency funds.
5. Community Conservation – During FY 2018-2019 Code Enforcement responded to 1,288 service requests. Of the 1,288 requests, 342 were located within CDBG eligible areas.

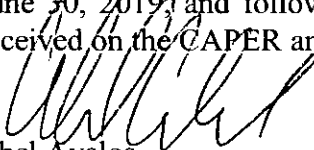
The Citizen Participation Plan requires that the City conduct a public hearing for the purpose of reviewing program performance and progress through the submission of the CAPER for public review. A 15-day comment period began on August 22, 2019 to allow citizens to review the CAPER and submit written comments to the Community Development Director no later than September 10, 2019. The Comment period concludes on September 10, 2019 with a public hearing held before the City Council. Any comments received will be submitted in conjunction with the CAPER, which is due to the local HUD office no later than September 27, 2019.

### **SUMMARY**

The CAPER provides a summary of the accomplishments of the CDBG Program, both programmatic and financial, for the 2018 Fiscal Year (July 1, 2018 through June 30, 2019). The CAPER also summarizes how the City of Lakewood met its priority needs and goals as outlined in the Annual Action Plan. As required by Code of Federal Regulations (24 CFR Part 91.105), a Public Hearing must be held to give Lakewood's citizens an opportunity to comment on this report.

### **STAFF RECOMMENDATION**

It is recommended that the City Council hold a public hearing to solicit citizen comments on the City's Consolidated Annual Performance and Evaluation Report for fiscal year July 1, 2018 through June 30, 2019, and following the hearing, direct staff to take into consideration all comments received on the CAPER and submit those comments, if any, to the local HUD office.

  
Abel Avalos  
Director of Community Development

  
Thaddeus McCormack  
City Manager



# **CITY OF LAKEWOOD CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT**

**FOR THE**

**COMMUNITY DEVELOPMENT  
BLOCK GRANT PROGRAM**

**JULY 1, 2018 - JUNE 30, 2019**

**Prepared by the City of Lakewood  
Community Development Department**

## City Lakewood

### FY 2018-2019 CAPER

#### TABLE OF CONTENTS

CR-05 Goals and Outcomes .....	1
CR-10 Racial and Ethnic Composition of Families Assisted .....	4
CR-15 Resources and Investments .....	5
CR-20 Affordable Housing .....	8
CR-25 Homeless and Other Special Needs .....	10
CR-30 Public Housing .....	13
CR-35 Other Actions.....	14
CR-40 Monitoring.....	18
CR-45 CDBG .....	20
Narrative Concerning Use of CDBG Funds.....	21

#### **Appendix A**

Map of CDBG Eligible Areas  
Map of Public Service Providers  
List of Homeless Shelters in Nearby Gateway Cities  
PATH Homeless Service Counts  
Code Enforcement Summary Report

#### **Appendix B**

PR 26 CDBG Financial Summary Report  
Published Notice



## **CR-05 - Goals and Outcomes**

**Progress the jurisdiction has made in carrying out its strategic plan and its action plan.**

### **91.520(a)**

*This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.*

The City of Lakewood was successful in carrying out its Strategic Plan and its Action Plan during FY 2018-2019. The City expects to serve 1250 residents experiencing fair housing issues during the Five-Year 2015-2019 Consolidated Plan years. During FY 2018-2019, Lakewood's Fair Housing Consultant assisted 242 residents bringing the total number of residents during the Consolidated Plan years to 990. During the Five-Year 2015-2019 Consolidated Plan Lakewood's Code Enforcement staff are expected to assist 2500 residents. During FY 2018-2019 Code Enforcement responded to 342 residents bringing the total number of residents assisted during the Consolidated Plan to 1756. During the Five-Year 2015-2019 Consolidated Plan Lakewood's subrecipients providing public service are expected to assist 2500 residents and 340 during FY 2018-2019. Lakewood's subrecipients assisted 320 Lakewood residents for a total of 1255 residents assisted within the first four years of the FY 2015-2019 Consolidated Plan. Services include congregate and delivered meals to Lakewood seniors, counseling for abused children, and non-medical hospice care for Lakewood residents facing end of life. During FY 2018-2019, Lakewood completed the much needed Burns Community Center improvements.

**Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)**

*Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.*

Lakewood's progress in meeting goals and objectives have been made. Code Enforcement exceeded its expected outcome by 92 cases or 136.8%. Lakewood's subrecipients providing a public service to Lakewood residents fell short by 20 clients this fiscal year but succeeded in completing 94.11% of the proposed number. Lakewood's Fair Housing Consultant fell short by 8 clients but succeeded in completing 96.8% of the proposed number. Lakewood competed the Burns Center Improvement Project during FY 2018-2019

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Equal Housing Opportunity	Affordable Housing Public Housing Homeless Non-Homeless Special Needs	CDBG: \$37,386	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1250	990	79.2%	250	242	96.8%
Housing Preservation and Improvement	Non-Homeless Special Needs	CDBG: \$92,523	Homeowner Housing Rehabilitated	Household Housing Unit	80	54	67.5%	16	15	93.75%
Housing Preservation and Improvement	Non-Homeless Special Needs	\$54,493	Housing Code Enforcement/Foreclosed Property Care	Household Housing Unit	2500	1756	70.24%	250	342	136.8%
Provide Assistance to Continuum of Care	Homeless	General Fund: \$20,000	Homelessness Prevention	Persons Assisted	30	11	36.66%	6	2	33.33%
Provide Community Services	Affordable Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	CDBG: \$34,000	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	2500	1,146	45.84%	340	320	94.11%

**Table 1 - Accomplishments – Program Year & Strategic Plan to Date**

**Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.**

The City of Lakewood's Con Plan goals are used as the basis for the budgetary principals that were outlined in the Con Plan. During FY 2018-2019, the City was awarded \$532,525.00 in CDBG funds, \$46,079.00 in unexpended CDBG funds at the end of the program year, received \$17,052 in program income, and \$52.00 returned from HUD for a total of \$595,708.00. During FY 2018-2019, the City spent a total of \$593,656.00 in CDBG expenditures including \$279,894.00 on Community Facilities and Infrastructure, \$92,523.28 on Rehabilitation Delivery Costs, \$109,317.28 on Program Administration, \$33,999.96 in Public Service, \$37,386.00 in Fair Housing and \$40,535.44 for Code Enforcement. All CDBG funds were expended on CDBG eligible activities that include improving public facilities, assisting low and moderate income households through home delivered and congregate meals to senior citizens, providing counseling services to abused children, providing hospice to persons experiencing terminal illness and affirmatively furthering fair housing.

## CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG
White	268
Black or African American	95
Asian	31
American Indian or Alaskan Native	1
Native Hawaiian or Other Pacific Islander	6
Other/Multi Racial	164
American Indian or Alaskan Native & White	0
Asian & White	7
Black or African American & White	5
American Indian or Alaskan Native & Black	0
<b>Total</b>	<b>577</b>
Hispanic	201
Not Hispanic	376

Table 2 – Table of assistance to racial and ethnic populations by source of funds

### Narrative

The City of Lakewood and its subrecipients served 320 individuals during FY 2018-2019. The subrecipients include Meals on Wheels, Community Family Guidance, Human Services Association, and Pathways Volunteer Hospice. The City also contracts with a Fair Housing consultant, during FY 2018-2019, a total of 242 residents received fair housing services.

Through the City of Lakewood's Single-Family Residential Loan and Grant Programs, 15 extremely low to low income families received assistance in rehabilitating their homes.

## CR-15 - Resources and Investments 91.520(a)

### Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	\$595,708.00	\$593,656.00

Table 3 - Resources Made Available

### Narrative

The CDBG resources available in FY 2018-2019 include program income received and carryover funds. During FY 2018-2019, the City of Lakewood expended \$593,603.00 on CDBG eligible programs and administrative activities. The remainder of resources will be carried over to FY 2019-2020.

### Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
5550.01	8.3%	8.3%	
5550.02	8.3%	8.3%	
5551.02	8.3%	8.3%	
5551.03	8.3%	8.3%	
5700.01	8.3%	8.3%	
5700.03	8.3%	8.3%	
5707.01	8.3%	8.3%	
5708.00	8.3%	8.3%	
5709.02	8.3%	8.3%	
5710.00	8.3%	8.3%	
5711.01	8.3%	8.3%	
5711.02	8.3%	8.3%	

Table 4 – Identify the geographic distribution and location of investments Prior to April 1, 2019

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
5550.01	10%	10%	
5550.02	10%	10%	
5551.02	10%	10%	
5551.03	10%	10%	
5551.04	10%	10%	
5700.01	10%	10%	
5700.03	10%	10%	
5708.00	10%	10%	
5714.00	10%	10%	
5715.03	10%	10%	

Table 5a – Identify the geographic distribution and location of investments April 1, 2019 - Present

## **Narrative**

The City's housing programs were advertised and made available throughout the City during FY 2018-2019 to assist in the reduction of concentration of low income persons. The program was not directed to one geographical area but to extremely low to low income (0 to 80% of the County MFI) persons and families. The City continues to promote a balanced and integrated community and is committed to providing assistance throughout the City. On April 1, 2019, HUD required the City to adopt a new Target Area Map which included While the City currently only has

The only exception to this policy is that some activities (Code Enforcement, Public Facilities and Street Improvements) are limited to low to moderate income census tracts, which are known as area benefit activities. An area benefit activity is an activity that meets the identified needs of low income persons residing in an area where at least 51 percent of the residents (or less if the exception criteria are applicable) are low income persons. During FY 2018-2019, an area where at least 44.51 percent of the residents are low to moderate income persons is considered an area where the exception criteria is applied. The benefits of the activity are available to everyone in that area despite their income. A map of these low to moderate income census tracts is included in the CAPER. The City has traditionally used 80 percent or more of its CDBG resources to benefit special areas and to operate programs available exclusively to low and moderate income people (whereas HUD regulations only require a minimum 70 percent low and moderate benefit for CDBG activities). To achieve this high ratio of low and moderate benefit for its CDBG resources and the compelling need to assist these areas, the City utilized CDBG resources within low to moderate income census tracts areas. The allocation of funds is evenly distributed to the targeted census tracts.

## **Leveraging**

**Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.**

While the City does not leverage additional funds, the City offers an annual Neighborhood Clean-Up Program that is operated through the City's Code Enforcement program. The program provides assistance to tenants and property owners in disposing of unsightly and unwanted debris in neighborhoods identified as needing assistance. Each year a total of six clean-up events are scheduled and each event has three or more roll-off bins available to residents in the vicinity of the bin. Neighborhood residents are notified of the event date and community volunteer assistance is provided. A private waste disposal company donated the bins for this FY 2018-2019 event saving the City \$8,761.50 in rental fees.

Lakewood's City facilities that are used to address the needs identified in the plan includes the Weingart Senior Center and Burns Community Center. Both facilities serve Lakewood's senior population. The Weingart Senior Center hosts a wide variety of services for Lakewood's 50 plus population. Services include educational and social engagement programs, fitness programs, special events, passive recreational programs, case management referrals, food assistance programs such as the congregate meals provided by Human Services Association, tax assistance and volunteer opportunities. Burns Community Center provides many services, including Meals on Wheels, senior exercise programs, Continuum of Care, and Mothers At Work, a day care operation.

## CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	6	2
Number of Non-Homeless households to be provided affordable housing units	277	277
Number of Special-Needs households to be provided affordable housing units	4	4
<b>Total</b>	<b>87</b>	<b>283</b>

Table 6 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	8
Number of households supported through Rehab of Existing Units	16	15
Number of households supported through Acquisition of Existing Units	0	0
<b>Total</b>	<b>16</b>	<b>23</b>

Table 7 – Number of Households Supported

**Discuss the difference between goals and outcomes and problems encountered in meeting these goals.**

The City partners with PATH, an organization that provides services to homeless persons with an ultimate goal of permanently housing the homeless. PATH was successful in providing many services such as connecting homeless persons to medical services, veterans benefits, etc, as well as housing two homeless persons this fiscal year. The City estimated 0 Number of Households supported through the Production of New Units. The actual amount was calculated at 8 units as 8 Accessory Dwelling Units (ADUs) were constructed during FY 18-19.

**Discuss how these outcomes will impact future annual action plans.**

This outcome will not impact future annual action plans as PATH's ultimate goal is house permanently house homeless persons.



**Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.**

<b>Number of Households Served</b>	<b>CDBG Actual</b>	<b>HOME Actual</b>
Extremely Low-income	216	0
Low-income	189	0
Moderate-income	137	0
<b>Total</b>	<b>542</b>	<b>0</b>

**Table 8 – Number of Households Served**

### **Narrative Information**

The affordable housing units are not funded through CDBG, however, 18 units of the 281 affordable units are reserved for extremely low income households, 243 units are reserved for low income units and 16 units are reserved for moderate income units. The six special needs affordable housing units are reserved for women and children who are victims of domestic violence.

There were 542 extremely low to moderate income residents that were served through public service programs. The City served 35 high income residents.

The Lakewood's Rehabilitation Loan and Grant Programs also require that recipients be low income residents. During FY 2018-2019 eight extremely low income families and seven low income families assisted through the loan and grant programs.

### **CR-20: AFFORDABLE HOUSING- Worst Case Scenario**

1) The efforts the City of Lakewood takes to address worse case needs includes its partnership with PATH. PATH conducts outreach to Lakewood's homeless population, provides services such as connections to medical and mainstream services, and ultimately finds permanent housing.

2) Efforts to foster and maintain affordable housing for extremely low and low income households includes a covenant with Su Casa, and two NSP properties located in the City. Additionally, the City is in possession of nine Housing Successor Agency parcels that are slated to be developed with affordable housing. The density of these properties allow for up to 40 affordable units. The City is in the process of developing a Request for Proposal for affordable housing for these sites.

## **CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)**

**Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:**

### **Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

Services are provided to people experiencing homeless in Lakewood by PATH. Services begin with outreach and continue up to one year after a person is permanently housed. An outreach worker (Lakewood Sheriff) and case manager provide services to Lakewood. Activities in the outreach phase are focused on assessing basic needs (clothing, hygiene products, showers and transportation). Outreach can include assistance obtaining documents necessary for housing i.e., social security card, identification, DD214, proof of income and disability verification. Outreach also includes emergency and temporary housing, liason and referral to subsidy providers, access to medical and mental health and substance abuse treatment services and primary care home establishment i.e. Department of Mental Health, Veterans Administration, and federally qualified health centers located in the SPA, Benefit establishment assistance for General Relief, Social Security programs, Temporary Assistance to Needy Families, and Veteran's Administration, referral to employment and education services i.e. Goodwill Industries and local centers of the Workforce Investment Board, housing location and re-location assistance.

Once a person is permanently housed retention services can continue up to one year and include household set up assistance, case management including prevention assistance to maintain housing, home visits and linkage to mainstream support services. See attached table, PATH Homeless Service Counts for the City of Lakewood FY 2018-2019, for number of homeless persons assisted in the City of Lakewood during FY 2018-2019.

### **Addressing the emergency shelter and transitional housing needs of homeless persons**

In 2017, LAHSA released the Los Angeles Continuum of Care Housing Inventory Count. The housing inventory includes emergency shelters, transitional housing, safe havens, permanent supportive housing, rapid re-housing and other forms of permanent housing. According to LAHSA, there are a total of 39,799 beds available in Los Angeles County within the above stated categories. SPA 7 has a total of 2,236 beds available.

The City works with community non-profit groups and community based organizations interested in providing transitional housing services to the homeless. The City does not directly provide transitional housing for the homeless; however, the City coordinated efforts to provide information and resources for transitional housing through the Burns Community Center.

Another form of transitional housing in the City is Adult Residential Facilities, Residential Care Facilities for the Elderly, Group Homes and Small Family Homes and is described as follows:

- The City has 16 Adult Residential Facilities that each house up to six adults aged 18-59. The facilities provide 24-hour non-medical care to individuals who may be physically, mentally or developmentally disabled.
- The City has 10 Residential Care Facilities for the Elderly, which each house up to six persons aged

60 or older. These facilities were accepted as transitional housing by the State Department of Housing and Community Development during the FY 2013-2021 Housing Element update.

The City has one Small Family Home that provides 24-hour care for families with less than six children who are in need of assistance because of a physical, mental or developmental disability.

**Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs**

The short-term emergency housing location allows a maximum stay of 30 days providing supportive services to battered women and their children. At this facility, Su Casa has 20 beds and a shelter capacity of 22 to 24 persons. Their support services include food, shower facilities, laundry facilities, mail drop (the site is used as a mailing address), clothing, childcare, transportation, and intensive individual and group counseling for children.

At the second location, Su Casa provides transitional housing for up to one year in an apartment complex, which facilitates residents' ability to adapt to independent living and break the cycle of abuse. The maximum capacity at this facility is 16 persons and the residents are provided counseling, assistance in seeking jobs, schooling, and assistance with the location of permanent housing. Those persons who are employed while residing in the shelter are charged a small percentage of their income, which is saved in an escrow account and used for the costs associated with securing permanent housing.

Admittance to the program is strictly on a referral basis. The City provided funding for the purchase of the Transitional Housing Facility and has secured the transitional shelter with affordable housing covenants, which will expire in December 2025.

**Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

The Burns center staff assisted 32 homeless individuals during FY 2018-2019. Support services included emergency food, referrals to qualified social service providers, and transportation to their facilities, and use of the telephone when persons are calling for assistance.

During FY 2018-2019, the Housing Specialist and Neighborhood Preservation Manager attended SPA 7 meetings to discuss strategies for assisting the homeless. Additionally, the Housing Specialist and Neighborhood Preservation Manager met quarterly with PATH during FY 2018-2019 to discuss strategies

for assisting the homeless.

Although Lakewood does not directly provide affordable housing, the City is in possession of nine vacant parcels remaining from the Successor Agency that are reserved to be developed with affordable housing using private funding. The City maintains nine parcels with the intention to partner with a private developer to develop affordable housing.

## **CR-30 - Public Housing 91.220(h); 91.320(j)**

### **Actions taken to address the needs of public housing**

There are no public housing developments in the City; therefore, funding for FY 2018-2019 does not apply to this section.

### **Actions taken to encourage public housing residents to become more involved in management and participate in homeownership**

There are no public housing developments in the City; therefore, funding for FY 2018-2019 does not apply to this section.

### **Actions taken to provide assistance to troubled PHAs**

There are no public housing developments in the City; therefore, funding for FY 2018-2019 does not apply to this section.

## **CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)**

**Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)**

The City is committed to addressing the negative effects of public policies over which it has control. In order to promote integration and prevent low income concentrations, the City has designed its affordable housing programs to be available Citywide. This priority also serves to make sure that the City does not have any policies, rules, or regulations that would lead to minority or racial concentrations.

Since 1989, Lakewood has demonstrated a willingness to encourage housing development of all types. It has approved several zone changes to allow the construction of housing including General Commercial (C-4) to Multiple Family Residential (M-F-R) to allow for the building of a 201-unit senior citizen apartment complex in 1989, Light Manufacturing (M-1) to Planned Development Single Family (PDSF), to allow for the building of 184 single family residences in 1994, Open Space (O-S) to MFR, to allow for the building of a 85-unit senior citizen apartment complex in 1996, C-4 to MFR, to allow for the conversion of the Cloud Motel into apartments in 1999, Intermediate Commercial (C-3) to PDSF to all a 20 unit single-family residential project in 2003, C-4 to M-F-R in 2014 to allow an existing apartment complex to expand by adding 22 additional apartments, O-S to M-F-R to allow a three-unit condominium project in 2015, and Code amendments to allow for development of a variety of housing types, including those that benefit low and moderate income people.

The City has worked cooperatively within existing legislatively mandated constraints to develop and encourage public policies that foster affordable housing development and assistance. During FY 2018-2019, the City amended its zoning ordinance to allow the construction of Accessory Dwelling Units (ADU) on Single-Family Residentially (R-1) zoned properties as mandated by the State of California. During FY 18-19 the City approved the construction of eight ADUs within the City of Lakewood.

The City makes an effort to fast track projects and process permits in a timely manner. The City intends to maintain its current posture of openness and willingness to consider new ideas and eliminate any regulatory barriers under its control in the provision of a variety of housing to meet the needs of all income groups.

## **Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)**

The City promoted its housing and community service programs in all areas of the City to ensure all low and moderate income households received notifications of services provided by the City and to address the continuing needs of the underserved population. The City used the Chamber of Commerce, local newspaper, City newsletter, and community events to promote these services. The City, in conjunction with, the Los Angeles County Housing Authority and the Los Angeles County Community Development Department, provided the following services for low and moderate income Renter Households and Owner-occupied Households:

- Referrals for mortgage assistance programs

- Coordination with neighborhood networks to elaborate on the needs of the community
- Code enforcement
- Home Improvement Programs
- Infrastructure improvements
- Provision of Fair Housing Services

**Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)**

No specific actions concerning lead-based paint was taken for FY 2018-2019. To reduce lead-base paint hazards in Lakewood, the City disseminates information and monitors the lead-poisoning data provided by Los Angeles County. In addition, the City's Residential Rehabilitation Program provides funding to low and moderate income households in making necessary improvements and correct code violations.

**Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)**

According to the 2012-2016 American Community Survey (ACS) 5-Year Estimates, it is estimated that approximately 12.48% of the City's population were living below the poverty level. This includes 5.2% in families and 12.1% in female head of household. Lakewood's rate of poverty is significantly lower, when compared to the 17.8% in Los Angeles County and 15.4% in the nation overall.

The County's Department of Public and Social Services administers various programs that provide cash aid and other benefits and services to individuals and families in need. These programs are designed to alleviate hardship and promote family health, personal responsibility, and economic independence. According to the County, the majority of persons who seek these programs are primarily in need of medical assistance and in-home support services.

A fundamental way to reduce poverty is through job creation and enhancement. There are a number of local, state, and federal programs that focus on job creation and retention. The most notable is the State of California's welfare reform plan, known as CalWORKS. CalWORKS is designed to move welfare recipients from dependency to self-sufficiency through employment, and to divert potential recipients from dependency. Job related education and training are provided through the County of Los Angeles, Department of Public and Social Services, as well as the State of California.

During FY 2018-2019, the City's Recreation and Community Services Department referred persons to the County anti-poverty programs described above. In addition, the City coordinated efforts with public and private organizations providing economic development and job training opportunities. Some of these are summarized as follows:

- Southeast Los Angeles County Workforce Investment Board
- California Trade and Commerce Agency-Team California
- California Employment Development Department
- Los Angeles County ROP

The City fostered employment growth through the expansion and rehabilitation of commercial centers located throughout the City. The new and improved commercial centers enhance the economic vitality of the City and work to attract and retain employment opportunities for Lakewood's residents.

### **Actions taken to develop institutional structure. 91.220(k); 91.320(j)**

The institutions involved in carrying out the aforesaid Priority actions include the Lakewood Community Development Department, the Housing Authority of the County of Los Angeles, Successor Agency, and private sector owners of rental property. The City, for its part, will promote and encourage fair housing, housing assistance and single-family home rehabilitation through:

- Continued utilization of the services of a Fair Housing Contractor or organization to promote, educate and enforce fair housing in the community.
- Continued use of the Los Angeles County Housing Authority to refer residents who are interested in receiving affordable housing assistance.

Continued use of Successor Agency funds to assist low income homeowners in rehabilitating their homes and in eliminating substandard conditions. The City will continue to encourage the Single Family Residential Rehabilitation Loan and Grant Programs by advertising the programs in a variety of ways.

### **Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)**

In FY 2018-2019, the City's housing programs are limited by resources to Housing Rehabilitation and Fair Housing.

The Single Family Residential Rehabilitation Loan and Fix-Up Paint-Up Grant Program are funded with Housing Successor Agency Loan Payback funds. The Section 8 Housing Program is federally funded and is administered entirely by HACOLA. Lakewood's Fair Housing Consultant to referred 94 residents who are interested in affordable housing to contact HACOLA.

### **Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)**

For the fiscal year FY 2018-2019, the City, along with the Fair Housing Consultant, affirmatively furthered fair housing and addressed impediments to fair housing by:

1. Held quarterly workshops for tenants and landlords to educate them on their rights and responsibilities.
2. Provided Public Education publications in both English and Spanish outlining the objectives and services of the Fair Housing Program. Information was made available at City Hall and was distributed to community organizations.
3. Provided five speaking engagements to Lakewood audiences who want to learn about the Fair Housing Program goals and services.
4. Provided referral assistance to 110 low and moderate income housing consumers, especially those who are disabled, members of minority groups, the senior, and those who have been unable to find decent, safe, and sanitary housing.



5. Attended the City of Lakewood's Safety Expo to disseminate information regarding Fair Housing services.
6. Attended monthly SPA 7 meetings to discuss homeless services and resources.
7. Attended quarterly PATH meetings held by the City of Long Beach Homeless Services coordinator.

## **CR-40 - Monitoring 91.220 and 91.230**

**Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements**

The Consolidated Plan provides the City with a number of benchmarks for measuring its progress toward the five-year goals. The FY 2018-2019 Action Plan is developed with this progress in mind, with quantifiable objectives and measurable outcomes for each of the proposed activities to adequately assess the City's Housing and Community Development accomplishments.

The City follows the monitoring requirements for the use of federal funds as established by HUD. The Community Development Department tracks the City's progress in implementing all of the strategies outlined in the Consolidated Plan. The lead person responsible for the Consolidated Plan preparation and yearly reporting is the Housing Specialist, under the supervision of the Neighborhood Preservation Manager and Director of Community Development.

Careful evaluation of the housing and public service delivery system can be the most effective tool in detecting gaps and making appropriate modifications. The City notifies all subrecipients that annual monitoring of their agency's day-to-day operations will take place to ensure compliance with all CDBG rules and regulations. The City also coordinates with the Fair Housing Organization in the administration of the Fair Housing Program.

The Department's loan portfolio, including loan administration and servicing functions, is managed and tracked by the Community Development Department. Loans are monitored for compliance and regulatory requirements such as affordability restrictions, occupancy and rent requirements, maintenance requirements, and loan repayments.

In addition to this monitoring, the Community Development Department tracks housing unit production through a housing database, which identifies housing projects from concept to completion. This database provides opportunity for staff to respond to City Council and public inquiries regarding the City's progress toward its Regional Housing Needs Goals.

In September 2003, HUD issued a notice to all entitlement grantees encouraging the development and use of a local performance measurement system. This performance measurement system has two critical components - productivity and program impact. Productivity reflects the level of efficiency (quantity, quality, and pace) and program impact reflects the desired outcomes in the community or in the lives of persons assisted.

The City's performance measurement system, as requested by HUD, is modeled from the City of Los Angeles' Matrix of Goals versus Accomplishments by Priority. The matrix collects an array of data, including priority, activity, funding source and amount spent, strategy, goals, and annual and long-term accomplishments. In addition, a performance indicator for each activity is defined. These performance indicators help the City identify if goals are being met and/or if outcomes are being produced. Generally, the performance indicators relate to people, housing units, public facilities, and jobs.

The required tracking matrix is attached to the City's Consolidated Annual Performance Evaluation Report (CAPER). The matrix yields the following outcomes over a five-year period:

- Improved quality of life for CDBG program participants and low and moderate income persons
- Maintained current property values
- Increased percentage of housing units that are standard
- Increased business sales volume

#### **Citizen Participation Plan 91.105(d); 91.115(d)**

##### **Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.**

On August 22, 2019, a notice was published in the Press Telegram announcing the public hearing before the Lakewood City Council on September 10, 2019 and announced a 15-day public comment period that will conclude on September 10, 2019. Public hearing notices were also posted in three locations within the City.

The Draft CAPER was available for public review at the following locations:

- Lakewood City Hall, Community Development Department, 5050 Clark Avenue, Lakewood, CA 90712
  - Lakewood City Hall, City Clerk's Office, 5050 Clark Avenue, Lakewood, CA 90712
  - Angelo M. Iacoboni Library, 4990 N. Clark Avenue, Lakewood, CA 90712
- The City welcomed any written recommendations, suggestions, or other input. Any opinions or comments related to the CAPER were to be addressed to the following person:

Abel Avalos  
Director of Community Development  
City of Lakewood  
5050 North Clark Avenue  
Lakewood, CA 90712  
(562) 866-9771 extension 2301

All comments received during the 15-day comment period will be submitted to City Council for consideration and recommendation prior to being submitted to HUD.

**CR-45 - CDBG 91.520(c)**

**Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.**

The City of Lakewood will not be changing any of the program objectives as a result of its experiences during FY 2018-2019.

**Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?**

No.

**[BEDI grantees] Describe accomplishments and program outcomes during the last year.**

**REPORTING PERIOD JULY 1, 2018 - JUNE 30, 2019**

<b>CDBG</b>	<b>Entitlement</b>	<b>Budgeted</b>	<b>Amount Spent (Expenditure)</b>
	<b>\$532,525.00</b>	<b>\$595,708.00</b>	<b>\$593,656.00</b>

\*The actual budgeted amount includes \$46,079.00 in unexpended funds at the end of the previous program year, \$17,052.00 in program income and \$52.00 in entitlement funds returned from HUD.

**NARRATIVE CONCERNING USE OF CDBG FUNDS:**

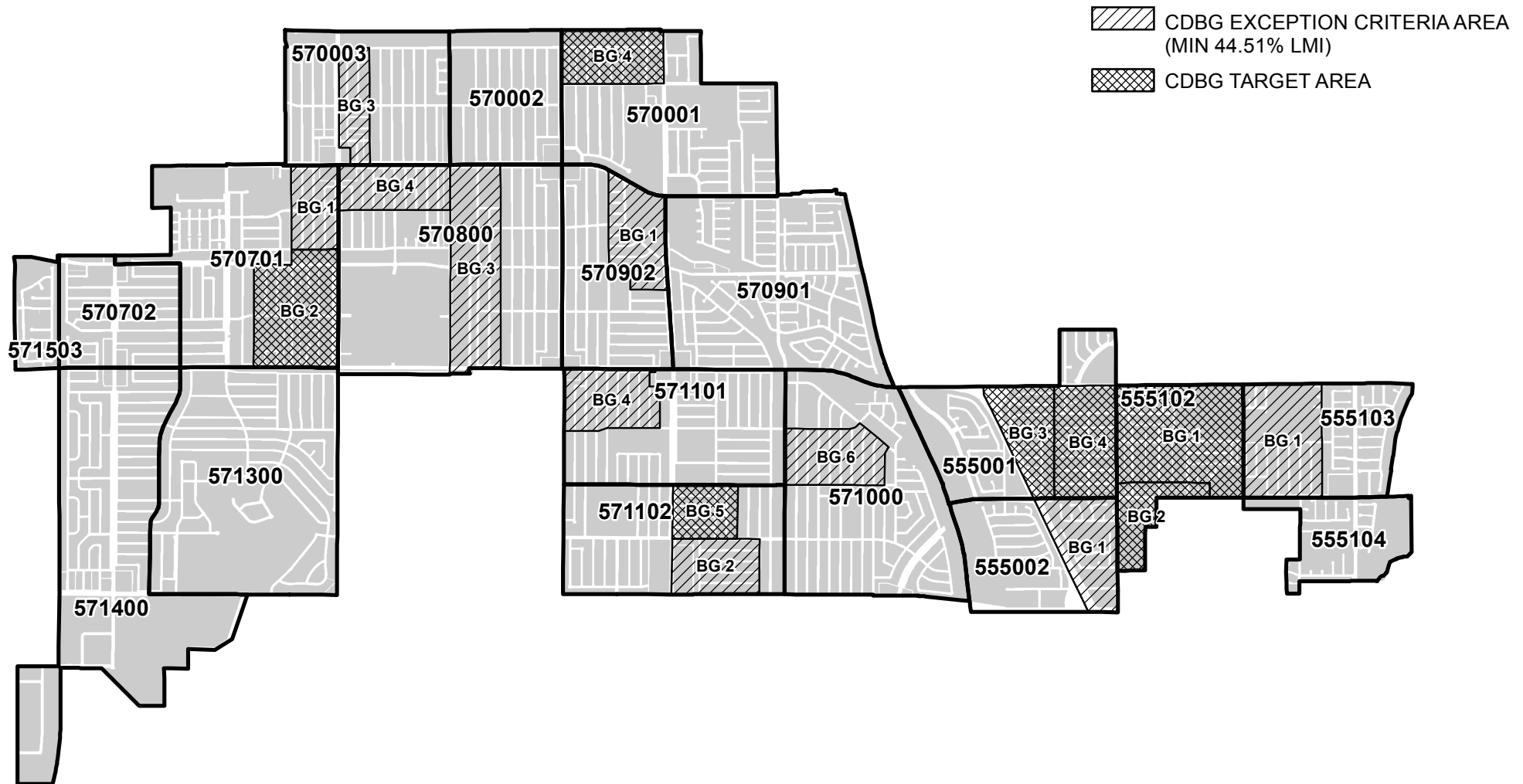
- a. All CDBG funds except for Planning/Administration were used for activities that benefited low and moderate income persons.
- b. The City carried out its planned actions described in its Action Plan and followed its HUD approved Consolidated Plan. The City pursued all resources it said it would pursue. The City refers interested residents to California Housing Finance Agency program for first time home buyers assistance.
- c. All of the City's entitlement grant funds were used exclusively for one or more of the three national objectives.
- d. The source of program income is repayment of single-family rehabilitation loans. For FY 2018-2019 actual program income received was \$17,052.00.

The City will carry over \$2,052.00 of FY 2018-2019 funds into FY 2019-2020. These funds have been budgeted for Planning and Administration.

# **APPENDIX A**

- Map of CDBG Eligible Areas
- Map of Public Service Providers
- Homeless Shelters, Transitional and Permanent Housing within Nearby Gateway Cities
- PATH Homeless Service Counts
- Code Enforcement Summary Report

# CDBG ELIGIBLE AREAS



0 0.5 1 Mile

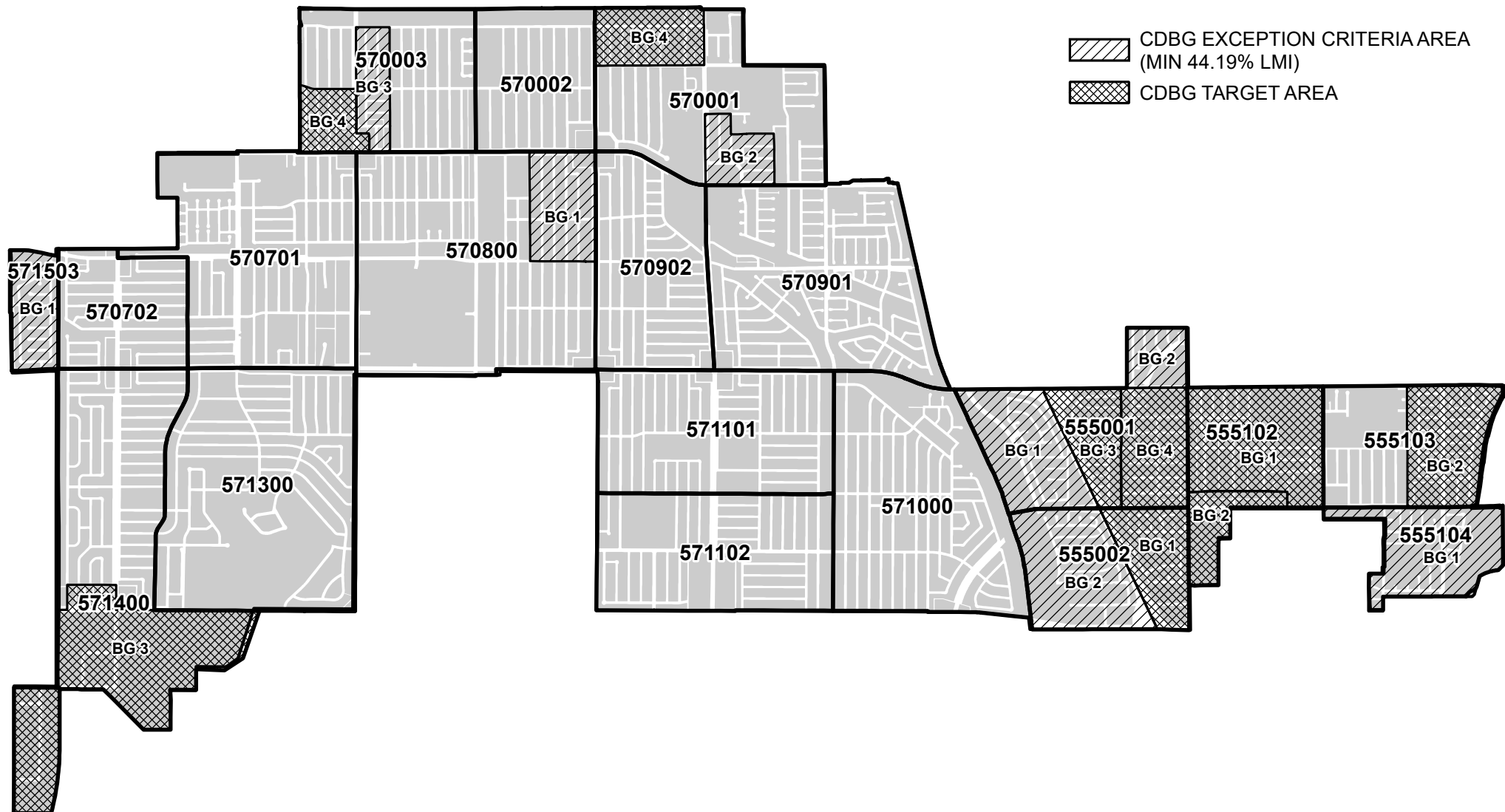
## CAPER FY 2018-2019

July 1, 2018 - March 31, 2019

DATA FROM FY 2015 CDBG GRANTEES AND 2006-2010 ACS LMISD,  
BY HUD OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT



# CDBG ELIGIBLE AREAS



CAPER FY 2018 - 2019

April 1, 2019 - June 30, 2019



# PUBLIC SERVICE PROGRAMS

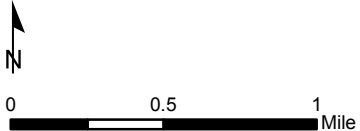
Human Services Association  
(Bell Gardens, CA)

Meals on Wheels

Fair Housing

Community Family Guidance

Pathways Volunteer  
Hospice



CAPER FY 2018-2019

## Homeless Shelters, Transitional Housing and Permanent Housing Within Nearby Gateway Cities

City	Name of Facility and Address	Target Population
Bell	The Salvation Army Crisis Housing at Bell Shelter 5600 Rickenbacker Rd Building 1-E 90201 (323) 263-1206 Crisis	Adults
	The Salvation Army Transistional Housing at Bell Shelter 5600 Rickenbacker Rd Building 2-A 90201 (323) 263-1206	Adults
Bellflower	Southern California Alcohol & Drug Programs, Inc. Angel Step Too Transistional Housing 16314 Cornuta Avenue (562) 461-9272	Domestic Violence Drug & Alcohol Abuse Women and Children Under 9 months
Compton	Shields For Families 3221 Alameda St (323) 242-5000	Families
	Shields For Families 215 S Acaia Ave (323) 605-1700	Families
	Shields For Families 1315 Bullis Rd #15 (323) 668-9091	Families
	Jordan's Disciples Community Service 1616 E Pine St (323) 577-5941	Women and Children
Downey	Southern California Alcohol & Drug Programs, Inc. Positive Steps 11501 Dolan St (562) 923-7894	Substance Abuse Men
Lakewood	Su Casa Family Crisis & Support Center Su Casa Family Crisis & Support Center - 30 Day Shelter Confidential Site	Women and Children-Domestic Violence
	Su Casa Family Crisis & Support Center Su Casa Family Crisis & Support Center - Transitional Housing Confidential Site	Women and Children-Domestic Violence

Long Beach	1736 Family Crisis Center Domestic Violence Shelter Confidential Site	Domestic Violence
	Catholic Charities of Los Angeles, Inc 123 E 14th St (213) 251-3432	Families
	Disabled Resources Center, Inc Motel Vouchers Program 2750 East Spring St Ste 100 (562) 427-1000	Disabled
	United States Veterans Initiative, Inc Villages at Cabrillo 2001 River Ave (562) 200-7300	Veterans

## PATH Homeless Service Counts for the City of Lakewood FY 2018-2019

[illegible]

<b>No. Connected to Life Skills / Personal</b>	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>No. Connected to Mainstream Benefits</b>	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>No. Connected to Education Services</b>	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>No. Connected to Veterans Benefits</b>	1	0	0	0	0	0	0	0	0	0	0	0	1
<b>No. Connected to Criminal Justice/Legal</b>	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>No. Placed in Emergency Shelter</b>	0	0	0	0	0	0	0	0	0	0	0	1	1
<b>No. Issued a Motel/Hotel Voucher</b>	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>No. Exited Shelter or Motel/Hotel</b>	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>No. Provided Move- In Assistance</b>	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>No. Permanently Housed</b>	0	0	0	0	0	1	0	0	0	0	1	0	2

## FY 2018-2019 Code Enforcement Cases Within CDBG Eligible Areas

ID	ADDRESS	ID	ADDRESS	ID	ADDRESS
1	5672 Pepperwood Avenue	45	20927 Ely Avenue	89	5730 Lakewood Boulevard
2	6100 Bellflower Boulevard	46	5517 Premiere Avenue	90	11703 Centralia Street
3	11617 207th Street	47	6178 Adenmoor Avenue	91	5324 Ocana Avenue
4	6112 Dunrobin Avenue	48	21121 Dalaman Avenue	92	5324 Ocana Avenue
5	5645 Bonfair Avenue	49	21121 Dalaman Avenue	93	21403 Seeley Place
6	12211 Centralia Street	50	11619 208th Street	94	20902 Roseton Avenue
7	11614 209th Street	51	6115 Woodruff Avenue	95	20318 Belshire Avenue
8	11612 209th Street	52	20404 Jersey Avenue	96	21350 Rossford Avenue
9	5413 Pimenta Avenue	53	21307 Rossford Avenue	97	11748 205th Street
10	5861 Daneland Street	54	21238 Haston Place	98	11611 209th Street
11	20409 Clarkdale Avenue	55	4803 Ocana Avenue	99	5909 Pepperwood Street
12	20412 Clarkdale Avenue	56	5420 Clark Avenue	100	11700 208th Street
13	20327 Clarkdale Avenue	57	21318 Haston Place	101	11522 205th Street
14	20317 Clarkdale Avenue	58	21404 Alburtis Avenue	102	11872 209th Street
15	20941 Norwalk Avenue	59	12049 Lemming Street	103	11879 209th Street
16	5225 Hayter Avenue	60	5447 Fidler Avenue	104	11878 209th Street
17	4935 Pearce Avenue	61	12427 Centralia Street	105	5324 Ocana Avenue
18	20411 Roseton Avenue	62	6115 Woodruff Avenue	106	5324 Ocana Avenue
19	11647 207th Street	63	4409 Hungerford Street	107	20811 Ely Avenue
20	6217 Carson Street	64	21402 Seeley Place	108	20710 Nectar Avenue
21	6217 Carson Street	65	11537 Elvins Street	109	11842 206th Street
22	5023 Fidler Avenue	66	6109 Woodruff Avenue	110	5759 Allington Street
23	20729 Ibex Avenue	67	20806 Alburtis Avenue	111	6012 Bonfair Avenue
24	11610 207th Street	68	20806 Alburtis Avenue	112	11790 Del Amo Boulevard
25	11618 207th Street	69	5623 Bonfair Avenue	113	5125 Candlewood Street
26	6100 Bellflower Boulevard	70	20915 Pioneer Boulevard	114	4870 Bellflower Boulevard
27	6107 Ibbetson Avenue	71	4415 Hungerford Street	115	11700 Carson Street
28	11712 207th Street	72	11727 Carson Street	116	21402 Rossford Avenue
29	12017 Lemming Street	73	4657 Ladoga Avenue	117	21402 Rossford Avenue
30	12029 208th Street	74	4415 Hungerford Street	118	11507 Elvins Street
31	20627 Alburtis Avenue	75	5615 Graywood Avenue	119	5512 Oliva Avenue
32	20808 Verne Avenue	76	4009 Hardwick Street	120	6203 Carson Street
33	11830 209th Street	77	21404 Seeley Place	121	12049 Lemming Street
34	20900 Pioneer Avenue	78	21403 Seeley Place	122	20303 Violeta Avenue
35	20817 Arline Avenue	79	11959 207th Street	123	5233 Coke Avenue
36	20854 Pioneer Avenue	80	4627 Ladoga Avenue	124	12305 207th Street
37	20727 Arlina Avenue	81	4627 Ladoga Avenue	125	6121 Woodruff Avenue
38	20808 Pioneer Avenue	82	5505 Fidler Avenue	126	11827 Centralia Street
39	20808 Pioneer Avenue	83	5505 Fidler Avenue	127	11624 Walcroft Street
40	20745 Arline Avenue	84	5418 Ocana Avenue	128	20621 Seine Avenue
41	11817 209th Street	85	11600 206th Street	129	6166 Eastbrook Avenue
42	20525 Pioneer Avenue	86	20909 Hawaiian Avenue	130	5759 Allington Street
43	5409 Oliva Avenue	87	5302 Premiere Avenue	131	5727 Castana Avenue
44	4838 Bellflower Boulevard	88	4912 Minturn Avenue	132	20719 Elaine Avenue

ID	ADDRESS	ID	ADDRESS	ID	ADDRESS
133	5759 Allington Street	179	20411 Rosteon Avenue	225	5503 Hersholt Avenue
134	20319 Belshire Avenue	180	6146 Adenmoor Avenue	226	5725 Faust Avenue
135	11627 206th Street	181	11943 207th Street	227	20203 Jersey Avenue
136	4355 Mc Nab Avenue	182	6103 Village Road	228	11944 206th Street
137	4617 Ladoga Avenue	183	11910 206th Street	229	11600 216th Street
138	11755 Carson Street	184	6103 Village Road	230	5949 South Street
139	11747 Carson Street	185	4718 Bellflower Boulevard	231	5433 Lorelei Avenue
140	5728 Sunfield Avenue	186	4708 Bellflower Boulevard	232	11406 Chadwell Street
141	11755 Carson Street	187	11681 206th Street	233	20102 Jesey Avenue
142	20728 Nectar Avenue	188	4702 Bellflower Boulevard	234	20727 Roseton Avenue
143	11649 Walcroft Street	189	11940 207th Street	235	11411 Chadwell Street
144	20822 Belshire Avenue	190	4115 Candlewood Street	236	20118 Jersey Avenue
145	11708 216th Street	191	11827 Centralia Street	237	11401 Chadwell Street
146	5220 Clark Avenue	192	20529 Pioneer Boulevard	238	5433 Bellflower Boulevard
147	11921 209th Street	193	4456 Gondar Avenue	239	20453 Sylvanwood Avenue
148	11728 205th Street	194	11513 Elvins Street	240	11624 Walcroft Street
149	11644 206th Street	195	20320 Norwalk Boulevard	241	11502 213th Street
150	5843 Candlewood Street	196	11513 Elvins Street	242	11913 206th Street
151	21100 Pioneer Boulevard	197	4912 Coke Avenue	243	21109 Wardham Avenue
152	5532 Premiere Avenue	198	4523 Josie Avenue	244	5832 Lakewood Boulevard
153	4539 Monogram Avenue	199	5800 South Street	245	21442 Verne Avenue
154	11649 Walcroft Street	200	11624 Walcroft Avenue	246	12432 215th Street
155	21411 Seeley Place	201	20413 Clarkdale Avenue	247	11943 Centralia Street
156	11944 206th Street	202	20408 Clarkdale Avenue	248	6109 Pepperwood Avenue
157	11944 206th Street	203	5744 Castana Avenue	249	20718 Seine Avenue
158	4909 Filder Avenue	204	4733 Dunrobin Avenue	250	11445 Renville Street
159	5420 Clark Avenue	205	5744 Pennswood Avenue	251	5702 Spahn Avenue
160	3903 Candlewood Street	206	5909 Pepperwood Avenue	252	11529 Carson Street
160	2125 Candlewood Street	207	5603 Lakewood Boulevard	253	11727 Carson Street
162	20920 Roseton Avenue	208	4812 Bellflower Boulvard	254	11854 206th Street
163	4759 Carfax Avenue	209	4656 Josie Avenue	255	3900 Paramount Boulevard
164	12029 Lemming Street	210	5843 Candlewood Street	256	11517 Elvins Street
165	20920 Roseton Avenue	211	6702 Turnergrove Drive	257	20811 Seine Avenue
166	11865 Centralia Street	212	6702 Turnergrove Drive	258	11863 1/2 207th Street
167	11865 Centralia Street	213	11747 Carson Street	259	5829 Lakewood Boulevard
168	12238 Renville Street	214	4832 Dunrobin Avenue	260	5450 South Street
169	11865 Centralia Street	215	11643 207th Street	261	20835 Alburtis Avenue
170	4613 Ladoga Avenue	216	11605 205th Street	262	5602 Lorelei Avenue
171	12113 Lemming Street	217	11953 Centralia Street	263	3460 Cherry Street
172	11431 Elvins Street	218	12350 Del Amo Boulevard	264	11610 207th Street
173	12427 Centralia Street	219	12337 Farlow Avenue	265	11403 213th Street
174	11517 Elvins Street	220	20809 Seine Avenue	266	6109 Briercrest Avenue
175	20605 Arline Avenue	221	11925 207th Street	267	6113 Bonfair Avenue
176	20411 Rosteon Avenue	222	5433 Bellflower Boulevard	268	11643 207th Street
177	11874 206th Street	223	20727 Roseton Avenue	269	6008 Pepperwood Avenue
178	4906 Minturn Avenue	224	6153 Adenmoor Avenue	270	11455 Carson Street

ID	ADDRESS	ID	ADDRESS
271	11629 206th Street	317	6223 Woodruff Avenue
272	20314 Wilder Avenue	318	11608 208th Street
273	6008 Pepperwood Avenue	319	20929 Pioneer Avenue
274	20453 Sylvanwood Avenue	320	11604 208th Street
275	20308 Wilder Avenue	321	20931 Pioneer Boulevard
276	12615 Renville Street	322	11615 206th Street
277	11646 209th Street	323	11604 205th Street
278	11531 216th Street	324	5739 Bellflower Boulevard
279	11624 Walcroft Street	325	6118 Bellflower Boulevard
280	11604 206th Street	326	20915 Pioneer Boulevard
281	5719 Lorelei Avenue	327	5636 Montair Avenue
282	6162 Briercrest Avenue	328	5332 Pearce Avenue
283	11644 206th Street	329	20528 Longworth Avenue
284	11606 206th Street	330	20915 Pioneer Boulevard
285	6120 Bellflower Boulevard	331	11719 208th Street
286	20300 Bloomfield Avenue	332	5319 Montair Avenue
287	12624 Gradwell Street	333	5626 Montair Avenue
288	12638 206th Street	334	20703 Ibex Avenue
289	20802 Pioneer Boulevard	335	11600 Centralia Street
290	5102 Meadow Wood Avenue	336	21627 Pioneer Boulevard
291	20800 Elaine Avenue	337	11747 Carson Street
292	4409 Hungerford Street	338	4409 Hungerford Street
293	11719 208th Street	339	11421 Elvins Street
294	11513 Elvins Street	340	3969 Paramount Boulevard
295	11523 Elvins Street	341	11747 Carson Street
296	20806 Gridley Road	342	5654 Montair Avenue
297	20411 Roseton Avenue		
298	11513 Elvins Street		
299	12542 Chadwell Street		
300	11703 Walcroft Street		
301	3969 Paramount Boulevard		
302	11747 Carson Street		
303	2121 Denmead Street		
304	11414 215th Street		
305	6101 Adenmoor Avenue		
306	19906 Corby Avenue		
307	11755 Carson Street		
308	119902 Corby Avenue		
309	20704 Wardham Avenue		
310	6137 Ibbetson Avenue		
311	11515 Walcroft Avenue		
312	20528 Longworth Avenue		
313	11600 208th Street		
314	6133 Ibbetson Avenue		
315	11515 Walcroft Avenue		
316	11610 208th Street		



## **APPENDIX B**

- PR 26 – CDBG Financial Summary Report
- Public Notice



Office of Community Planning and Development  
U.S. Department of Housing and Urban Development  
Integrated Disbursement and Information System  
PR26 - CDBG Financial Summary Report  
Program Year 2018  
Lakewood , CA

DATE: 08-22-19  
TIME: 16:21  
PAGE: 1

PART I: SUMMARY OF CDBG RESOURCES

01 UNEXPENDED CDBG FUNDS AT END OF PREVIOUS PROGRAM YEAR	46,078.85
02 ENTITLEMENT GRANT	532,525.00
03 SURPLUS URBAN RENEWAL	0.00
04 SECTION 108 GUARANTEED LOAN FUNDS	0.00
05 CURRENT YEAR PROGRAM INCOME	17,052.25
05a CURRENT YEAR SECTION 108 PROGRAM INCOME (FOR SI TYPE)	0.00
06 FUNDS RETURNED TO THE LINE-OF-CREDIT	52.11
06a FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT	0.00
07 ADJUSTMENT TO COMPUTE TOTAL AVAILABLE	0.00
08 TOTAL AVAILABLE (SUM, LINES 01-07)	595,708.21

PART II: SUMMARY OF CDBG EXPENDITURES

09 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	484,338.68
10 ADJUSTMENT TO COMPUTE TOTAL AMOUNT SUBJECT TO LOW/MOD BENEFIT	0.00
11 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 09 + LINE 10)	484,338.68
12 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	109,265.17
13 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	0.00
14 ADJUSTMENT TO COMPUTE TOTAL EXPENDITURES	0.00
15 TOTAL EXPENDITURES (SUM, LINES 11-14)	593,603.85
16 UNEXPENDED BALANCE (LINE 08 - LINE 15)	2,104.36

PART III: LOW/MOD BENEFIT THIS REPORTING PERIOD

17 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
18 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	0.00
19 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	484,338.68
20 ADJUSTMENT TO COMPUTE TOTAL LOW/MOD CREDIT	0.00
21 TOTAL LOW/MOD CREDIT (SUM, LINES 17-20)	484,338.68
22 PERCENT LOW/MOD CREDIT (LINE 21/LINE 11)	100.00%

LOW/MOD BENEFIT FOR MULTI-YEAR CERTIFICATIONS

23 PROGRAM YEARS(PY) COVERED IN CERTIFICATION	PY: PY: PY:
24 CUMULATIVE NET EXPENDITURES SUBJECT TO LOW/MOD BENEFIT CALCULATION	0.00
25 CUMULATIVE EXPENDITURES BENEFITING LOW/MOD PERSONS	0.00
26 PERCENT BENEFIT TO LOW/MOD PERSONS (LINE 25/LINE 24)	0.00%

PART IV: PUBLIC SERVICE (PS) CAP CALCULATIONS

27 DISBURSED IN IDIS FOR PUBLIC SERVICES	71,385.96
28 PS UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
29 PS UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
30 ADJUSTMENT TO COMPUTE TOTAL PS OBLIGATIONS	0.00
31 TOTAL PS OBLIGATIONS (LINE 27 + LINE 28 - LINE 29 + LINE 30)	71,385.96
32 ENTITLEMENT GRANT	532,525.00
33 PRIOR YEAR PROGRAM INCOME	40,009.71
34 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PS CAP	0.00
35 TOTAL SUBJECT TO PS CAP (SUM, LINES 32-34)	572,534.71
36 PERCENT FUNDS OBLIGATED FOR PS ACTIVITIES (LINE 31/LINE 35)	12.47%

PART V: PLANNING AND ADMINISTRATION (PA) CAP

37 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	109,265.17
38 PA UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
39 PA UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
40 ADJUSTMENT TO COMPUTE TOTAL PA OBLIGATIONS	0.00
41 TOTAL PA OBLIGATIONS (LINE 37 + LINE 38 - LINE 39 +LINE 40)	109,265.17
42 ENTITLEMENT GRANT	532,525.00
43 CURRENT YEAR PROGRAM INCOME	17,052.25
44 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PA CAP	0.00
45 TOTAL SUBJECT TO PA CAP (SUM, LINES 42-44)	549,577.25
46 PERCENT FUNDS OBLIGATED FOR PA ACTIVITIES (LINE 41/LINE 45)	19.88%



Office of Community Planning and Development  
U.S. Department of Housing and Urban Development  
Integrated Disbursement and Information System  
PR26 - CDBG Financial Summary Report  
Program Year 2018  
Lakewood , CA

DATE: 08-22-19  
TIME: 16:21  
PAGE: 2

LINE 17 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 17

Report returned no data.

LINE 18 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 18

Report returned no data.

LINE 19 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 19

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2016	13	317	6237981	Burns Center Improvements	03A	LMC	\$279,894.00
					03A	Matrix Code	\$279,894.00
2018	4	335	6236551	Meals on Wheels	05A	LMC	\$4,375.00
2018	4	335	6292058	Meals on Wheels	05A	LMC	\$6,125.00
2018	5	336	6236551	Pathways Volunteer Hospice	05A	LMC	\$3,000.00
2018	5	336	6292058	Pathways Volunteer Hospice	05A	LMC	\$6,000.00
2018	6	337	6236551	Human Services Association	05A	LMC	\$1,374.99
2018	6	337	6292058	Human Services Association	05A	LMC	\$4,124.97
					05A	Matrix Code	\$24,999.96
2018	2	333	6236551	Fair Housing	05J	LMC	\$15,472.17
2018	2	333	6292058	Fair Housing	05J	LMC	\$21,913.83
					05J	Matrix Code	\$37,386.00
2018	3	334	6236551	Community Family Guidance	05N	LMC	\$3,000.00
2018	3	334	6292058	Community Family Guidance	05N	LMC	\$6,000.00
					05N	Matrix Code	\$9,000.00
2018	7	338	6236551	Rehabilitation Delivery Costs	14H	LMH	\$40,009.71
2018	7	338	6292208	Rehabilitation Delivery Costs	14H	LMH	\$52,513.57
					14H	Matrix Code	\$92,523.28
2018	1	332	6236551	Code Enforcement	15	LMA	\$26,293.88
2018	1	332	6292058	Code Enforcement	15	LMA	\$14,241.56
					15	Matrix Code	\$40,535.44
Total							\$484,338.68

LINE 27 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 27

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2018	4	335	6236551	Meals on Wheels	05A	LMC	\$4,375.00
2018	4	335	6292058	Meals on Wheels	05A	LMC	\$6,125.00
2018	5	336	6236551	Pathways Volunteer Hospice	05A	LMC	\$3,000.00
2018	5	336	6292058	Pathways Volunteer Hospice	05A	LMC	\$6,000.00
2018	6	337	6236551	Human Services Association	05A	LMC	\$1,374.99
2018	6	337	6292058	Human Services Association	05A	LMC	\$4,124.97
					05A	Matrix Code	\$24,999.96
2018	2	333	6236551	Fair Housing	05J	LMC	\$15,472.17
2018	2	333	6292058	Fair Housing	05J	LMC	\$21,913.83
					05J	Matrix Code	\$37,386.00
2018	3	334	6236551	Community Family Guidance	05N	LMC	\$3,000.00
2018	3	334	6292058	Community Family Guidance	05N	LMC	\$6,000.00
					05N	Matrix Code	\$9,000.00
Total							\$71,385.96

LINE 37 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 37



Office of Community Planning and Development  
U.S. Department of Housing and Urban Development  
Integrated Disbursement and Information System  
PR26 - CDBG Financial Summary Report  
Program Year 2018  
Lakewood , CA

DATE: 08-22-19  
TIME: 16:21  
PAGE: 3

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2017	5	330	6276771	Program Administration	21A		(\$52.11)
2018	8	339	6236551	Program Administration	21A		\$50,580.73
2018	8	339	6292058	Program Administration	21A		\$58,736.55
Total					21A	Matrix Code	\$109,265.17
							\$109,265.17

**NOTICE OF PUBLIC HEARING  
AND 15-DAY COMMENT PERIOD**

**NOTICE IS HEREBY GIVEN** that on September 10, 2019, a Public Hearing will be held before the City of Lakewood's City Council for citizen comments on the City's Consolidated Annual Performance and Evaluation Report (CAPER) for the Fiscal Year (FY) July 1, 2018 - June 30, 2019. The CAPER is an assessment of the effectiveness of the City of Lakewood's performance during the reporting period of FY 2018 - 2019, and the achievement of its five-year strategy objectives and priorities as described in the Consolidated Plan.

The CAPER will be available for public review during the 15-day comment period beginning Thursday, August 22, 2019. The City of Lakewood welcomes any written recommendations, suggestions, or other input on the CAPER.

The City of Lakewood intends to provide reasonable accommodations in accordance with the Americans with Disabilities Act of 1990. If special accommodations are required, please call Carolyn Lehouillier, Housing Specialist, at (562) 866-9771, extension 2320, at least 48 hours prior to the Public Hearing.

Citizens wishing to comment on the FY 2018 - 2019 CAPER may be heard at the September 10, 2019 Public Hearing or may do so in writing by September 9, 2019 to:

City of Lakewood  
Community Development Department  
5050 Clark Avenue  
Lakewood, CA 90712  
Attention: Carolyn Lehouillier  
Housing Specialist

**NOTICE IS FURTHER GIVEN** that said Public Hearing will be held Tuesday, September 10, 2019, at 7:30 p.m. in the Council Chambers at the Civic Center, 5000 Clark Avenue, Lakewood, California 90712. All interested persons may attend at said time and testify in this matter. The current proposed CAPER is available for review in the City Clerk's office and Community Development Department at Lakewood City Hall, 5050 Clark Avenue, Lakewood, California, and at Jacoboni Library, 4990 Clark Avenue, Lakewood California.

**NOTICE IS FURTHER GIVEN** that if you challenge the aforementioned action in court, you may be limited to raise only those issues you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the City, at or prior to the Public Hearing.

Thaddeus McCormack  
City Manager, City of Lakewood

Dated this 22nd day of August, 2019

Pub Aug 22, 2019 (11) PT (11304527)

# DIVIDER SHEET

*Legislation*

## **COUNCIL AGENDA**

September 10, 2019

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

**SUBJECT:** Ordinance Relating to Sidewalk Vendors

### **INTRODUCTION**

On September 17, 2018, Governor Jerry Brown signed Senate Bill 946 (Lara), Sidewalk Vendors, into law. This legislation limits the City's ability to regulate sidewalk vending unless the City adopts specific regulations or specific findings. Staff has drafted an ordinance establishing a program to permit and regulate sidewalk vendors in accordance with SB 946.

### **STATEMENT OF FACT**

Senate Bill 946 mandates that cities and counties must permit sidewalk vending of goods, merchandise and food and imposes restrictions on the ways that cities may regulate sidewalk vending to protect public health and safety. Although SB 946 mandates that sidewalk vending be permitted by cities and restricts the regulation of sidewalk vending, some regulation is allowed. The proposed ordinance would make the Lakewood Municipal Code consistent with SB 946 and impose the restrictions State law will allow.

### **SB 946**

Under previous law, cities and counties enjoyed broad authority to regulate businesses within their jurisdictions. SB 946 added a new chapter to the Government Code to substantially narrow that discretion with respect to sidewalk vendors by setting parameters for local regulations and prohibiting the imposition of criminal penalties. As described in the Legislature's findings, the bill's purpose is to promote entrepreneurship, to support immigrant and low-income communities and to remove barriers those entrepreneurs face to accessing the formal economy. It applies to charter and general law cities and counties.

The new law defines "sidewalk vendors" to include any person who sells food or merchandise from a pushcart, wagon, or other non-motorized conveyance, or from his or her person, while on a public sidewalk or other pedestrian path. A sidewalk vendor may either be "stationary" or "roaming." Stationary sidewalk vendors are those who operate from a fixed location, while roaming sidewalk vendors move from place to place and stop only to complete a transaction. The statutory requirements discussed apply to both stationary and roaming sidewalk vendors unless otherwise indicated.

### **Prohibitions on Street Vending Regulations**

SB 946 prohibits local authorities from adopting regulations that do any of the following:



- Restrict the overall number of sidewalk vendors allowed to operate within the jurisdiction, except if directly related to objective health, safety or welfare concerns.
- Require sidewalk vendors to obtain the consent or approval of any nongovernmental entity or individual before selling goods or merchandise.
- Require sidewalk vendors to operate within specific parts of the public right-of-way, except if directly related to objective health, safety or welfare concerns.
- Require sidewalk vendors to operate only in designated neighborhoods or areas, except if directly related to objective health, safety or welfare concerns.

#### **Authorized Street Vending Regulations**

Local authorities may, however, regulate the time, place and manner in which sidewalk vending is conducted, provided that such regulations are directly related to objective health, safety or welfare concerns. Permissible regulations include, but are not limited to, the following:

- Limits on hours of operation, provided that they are not unduly restrictive. In nonresidential areas, limitations cannot be more restrictive than the hours of operation imposed on other businesses on the same street.
- Requirements to maintain sanitary conditions.
- Requirements to ensure compliance with the Americans with Disabilities Act and other disability access standards.
- Requiring a sidewalk vending permit, business license, health permit, California Department of Tax and Fee Administration seller's permit, and/or other licenses from other state or local agencies.
- Requiring a sidewalk vendor to submit certain information on his or her operations.
- Requiring compliance with other generally applicable laws.

The proposed ordinance adopts those requirements and requires that permits and licenses be posted at all times. It also requires that vendors maintain a trash receptacle and remove trash within a 15 foot radius, and that vendors not sell within 1,000 feet of a K-12 school between 6 am and 6 pm. It mandates distance operating distance requirements and prohibits certain specified items in vending receptacles.

#### **Residential Neighborhoods and Parks**

In areas that are zoned exclusively residential, local authorities must allow "roaming" sidewalk vendors, but may prohibit "stationary" sidewalk vendors. The proposed ordinance prohibits fixed vending in residential neighborhoods and prohibits the permitted hours of vending by "roaming" vendors from 5 pm to 9 am.

SB 946 precludes local authorities from prohibiting sidewalk vendors in public parks. A limited exception is allowed where a concessionaire has been granted an exclusive concession for the sale of food or merchandise. In such a case, the local authority can prohibit stationary sidewalk vendors but must allow roaming sidewalk vendors. Lakewood has not granted a concession.

#### **Farmers' Markets and Temporary Use Permit Areas**

Local authorities may prohibit sidewalk vendors within the immediate vicinity of permitted certified farmers' markets during the event's operating hours. Similarly, sidewalk vendors can be restricted or prohibited within the immediate vicinity of an area for which the local authority has issued a temporary use permit, such as an encroachment permit or special event permit for filming, a parade or an outdoor concert. The prohibition on sidewalk vending can only be effective for the duration of the temporary use permit, and sidewalk vendors must be provided notice, business interruption mitigation, or any other rights that are provided to other affected businesses or property owners. This ordinance prohibits sidewalk vending within 500 feet of either.

#### **Violations and Penalties**

Sidewalk vendors cannot be cited, fined or prosecuted for a violation of any rule or regulation that is inconsistent with SB 946.

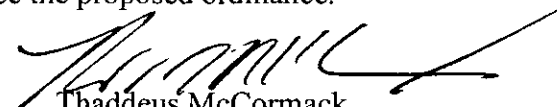
SB 946 also precludes the imposition of criminal penalties. Instead, violations may be punished with administrative citations in the amounts set forth in Government Code Section 51039. No additional fines, penalties, or other financial conditions may be assessed, including for a failure to pay an administrative fine. However, following a fourth violation of local sidewalk vending regulations, a vendor's permit can be rescinded for the remainder of the permit term.

Once a citation is issued, the City is required to consider the person's ability to pay the fine, and must notify the person of his or her right to request an ability to pay determination. Such a request may be made even after he or she has become delinquent on payment. Further, if the person is a recipient of certain means-tested government benefits, or his or her income is 125% or less of the current federal poverty guidelines, the local authority must accept payment of 20% as full satisfaction of the fine. For any citation, the City may accept community service in lieu of payment, waive the administrative fine, or offer an alternative disposition. This ordinance includes those provisions.

#### **RECOMMENDATION**

Staff recommends that the City Council introduce the proposed ordinance.

Paolo Beltran *PB*  
Assistant to the City Manager

  
Thaddeus McCormack  
City Manager

## ORDINANCE NO. 2019-3

### AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD ESTABLISHING RULES FOR SIDEWALK VENDING PURSUANT TO GOVERNMENT CODE SECTION 51036, ET SEQ.

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

SECTION 1. The City Council finds and determines as follows:

- A. At present, the Lakewood Municipal Code generally prohibits vending, peddling, selling and/or soliciting on public property.
- B. Government Code §§ 51036, et seq., became effective on January 1, 2019, and it acts to, among other things, decriminalize sidewalk vending.
- C. Amendments to the LMC implemented by this Ordinance are necessary to create a Sidewalk Vending Program that establishes licensing regulations for street vendors in the City and limits penalties to a specified schedule of fines.

SECTION 2. The purpose of this Ordinance is to establish a uniform and comprehensive set of standards and regulations for sidewalk vending in the City. The regulations contained herein are designed to promote and protect the public health, safety, and general welfare of citizens of the City, and to reduce or eliminate any potential adverse impacts from sidewalk vending operations. At the same time, the intent is to comply with the provisions contained in California Government Code, section 51036, et seq., to not unduly restrict the operation of sidewalk vendors, and to encourage a balance between the managed establishment of sidewalk vending operations and objective public health, safety and welfare concerns.

SECTION 3. The following new Chapter 4.5 is hereby added to Article VI of the Lakewood Municipal Code:

#### **CHAPTER 4.5 SIDEWALK VENDOR PERMITS**

**6405.1 DEFINITIONS.** Unless the contrary is stated or clearly appears from the context, the following definitions will govern the construction of the words and phrases used in this Chapter. Words and phrases undefined in this Chapter shall have the same meanings as set forth in Title 8 of the Public Health Code of Los Angeles County, as amended by this Code.

- A. "Conveyance" means any pushcart, stand, display, pedal-driven cart, wagon, showcase, rack or other non-motorized conveyance used by a sidewalk vendor for purposes of vending.

- B. "Roaming Sidewalk Vendor" means a Sidewalk Vendor who moves from place to place and stops only to complete a transaction, as defined in Government Code Section 51036, as it may be amended from time to time.
- C. "Sidewalk Vendor" means a person who sells food or merchandise from a pushcart, stand, pedal-driven cart, wagon, showcase, rack or other non-motorized conveyance, or from one's person, upon a public sidewalk or other pedestrian path, as defined in Government Code Section 51036, as amended from time to time.
- D. "Stationary Sidewalk Vendor" means a Sidewalk Vendor who vends from a fixed location, as defined in Government Code Section 51036 as it may be amended from time to time.
- E. "Certified Farmers' Market" means a California agricultural product point-of-sale location that is registered under, and operated in accordance with Food and Agriculture Code §§ 47000, et seq.
- F. "Pedestrian Path" means a footpath, not adjacent to a road, which is intended for use only by pedestrians, tricycles, strollers or baby carriages.
- G. "Special Event" means any parade, athletic event, block party, or public assembly that requires partial or complete street or sidewalk closure to vehicular or pedestrian traffic and use of the street or sidewalk for the event, or any event for which a City-issued permit is required for the temporary use of, or encroachment on, the sidewalk or other public area.

**6405.2 SIDEWALK PERMIT REQUIREMENT.** Operating as a Sidewalk Vendor is prohibited without a valid Permit issued in accordance with this Chapter. Persons must, in addition to obtaining a permit in this Chapter, comply with all other provisions of this Code and all other applicable laws and regulations.

**6405.3 PERMIT APPLICATIONS.**

- A. Sidewalk Vendor Permit applications must be made on a form approved by the City Manager or designee, and accompanied by all information requested on the application, including:
  - 1. The applicant's full, true name and California Driver's License, California Identification Card number, or individual taxpayer identification number;
  - 2. City of Lakewood business license, under the "Peddler" designation pursuant to Title VI of the LMC;
  - 3. Live Scan background check;
  - 4. Proof of a valid California Department of Tax and Fee Administration seller's permit;
  - 5. The name, telephone number, current mailing address, and current photograph of the Sidewalk Vendor;
  - 6. The name and business address of the principal if the Sidewalk Vendor is an agent of an individual, company, partnership or corporation;
  - 7. A complete description of the food or merchandise offered for sale or exchange. Any applicant who intends to sell food must also provide proof of either a Food Handler

- Card or Certified Food Protection Manager certificate, where applicable, pursuant to Health and Safety Code §§ 113700-114437, and certify that the pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other non-motorized conveyance used has been approved by the County Health Department for that particular type of food;
8. The address of the location or proposed route where the Sidewalk Vendor is proposing to operate;
  9. Proof of liability insurance; and
  10. A complete description of any ancillary items that the applicant intends to use in conjunction with sales including, without limitation, small tables, trash receptacles, chairs, umbrellas and umbrella stands, or other similar items.
- B. Each application must be accompanied by an application fee, the amount of which will be set by City Council resolution. Such application fee is solely to reimburse the City for costs incurred as a result of processing a Permit application.
- C. Complete applications must be submitted to the City Manager or designee. Only complete applications will be considered. An application shall be complete if it includes all required information together with full payment of the application fee. Applications will be considered in the order they are received. The City may require supplemental information from any applicant before deeming an application complete. If supplemental information is requested, it must be provided to the City Manager or designee, within seven business days of the request.
- D. The City may reject or deny any or any application. The City may request and obtain supplemental information from any applicant before making a decision on the application.
- E. Applicants must agree to abide by the Operating Requirements set forth in this Chapter.
- F. Sidewalk Vendors shall not be permitted as a permanent or proprietary location at or on any property within the City.
- G. The City Manager's decision with respect to a Sidewalk Vendor Permit application may be appealed to the License and Permit Hearing Board.

#### **6405.4 OPERATING REQUIREMENTS.**

- A. A Sidewalk Vendor Permit shall be valid for 12 months after being issued unless revoked or suspended, and may be renewed early, before expiration. Sidewalk Vendor Permits shall be issued to persons, not pushcarts, wagons, or other non-motorized conveyances. Sidewalk Vending Permits shall be nontransferable.
- B. Sidewalk Vendors must maintain a clearance of not less than four feet (48 -inches) upon every sidewalk or pedestrian path in order to comply with the Americans with Disabilities Act.

- C. Sidewalk Vendors must provide trash receptacles and recycling containers for customers' proper disposal of customer trash during the sidewalk vendor's hours of operation. A Sidewalk Vendor may not dispose of customer trash in existing receptacles provided by the City.
- D. Sidewalk Vendors must keep the area around them clean and free of trash (no less than a 300 -foot radius) during the sidewalk vendor's hours of operation and must pick up and properly discard any trash associated with their activities before leaving the area upon termination of the day's activities.
- E. All Sidewalk Vendor Permits and any other legally required permits must be displayed in plain view at all times.
- F. No pushcart, stand, display, pedal-driven cart, wagon, showcase, rack or other non-motorized conveyance, or ancillary vending items or equipment may be left unattended or chained or fastened to any pole, sign, tree or other object in the public right of way. Any pushcart, stand, display, pedal -driven cart, wagon, showcase, rack or other non-motorized conveyance in violation of this subsection will be confiscated.
- G. Merchandise may not be placed directly onto the public right-of-way.
- H. No freestanding signs or banners are allowed, pursuant to LMC 9503.A.
- I. Sidewalk Vendors may not sell within 1000 feet of any K-12 school between the hours of 6:00 am and 6:00 pm.
- J. Sidewalk Vendors may not operate within 500 feet of a Certified Farmers' Market or area designated for a Special Event, during their limited duration.
- K. Sidewalk Vendors shall not offer services or any illegal or counterfeit merchandise.
- L. Stationary Sidewalk Vendors shall not operate in any of the City's residential zones. Roaming Sidewalk Vendors shall not operate in any residential zone between the hours of 5 p.m. to 9 a.m.
- M. Stationary Sidewalk Vendors shall not operate within any City park which park has an agreement between the City and a concessionaire for the exclusive sale of food or merchandise by the concessionaire.
- N. Any Stationary Sidewalk Vendor that stores, prepares, packages, serves, vends, or otherwise provides food must be operated within 200 feet of an approved and readily available toilet and handwashing facility whenever the Stationary Sidewalk Vendor is stopped to conduct business for more than a one-hour period, per §114315 of the Health and Safety Code.

- O. Sidewalk Vendors may not operate vending tricycles, icicle trikes, bicycle vending carts or the like, in any City park.
- P. Sidewalk Vendors may not operate:
  - 1. Within 15 feet of an intersection;
  - 2. Within 10 feet of a driveway;
  - 3. Within 5 feet of any alleyway;
  - 4. Within 5 feet of any fire hydrant, fire call box or other emergency facility;
  - 5. Within a marked bus zone;
  - 6. Within 18 inches from the edge of the curb;
  - 7. Where placement impedes the flow of pedestrian traffic or impedes egress from, access to or the use of abutting property;
  - 8. Within 25 feet of the entrance or exit to any building; or
  - 9. Within a parking lot of a City park or public facility.
- Q. Use of an electrical outlet or power source that is owned by the City, or any other entity, other than the Sidewalk Vendor's own source, is prohibited.
- R. No Sidewalk Vending receptacle shall contain or use propane, natural gas, batteries, barbecue grills, charcoal, generators or other explosive or hazardous materials.
- S. Sidewalk Vendors shall not throw, deposit, or leave, or permit to be thrown, deposited, or left, any trash, food, fluids, liquids, grease or hazardous materials in or upon any street, sidewalk, path, gutter, storm drain, inlet, catch basin, or other drainage structure, on private or public property.
- T. Sidewalk Vendors must have personal identification on their person at all times.
- U. Sidewalk Vendors shall comply with all applicable federal, state and local laws.

**6405.5 VIOLATIONS AND PENALTIES.**

- A. Any violation of any provision set forth in this Chapter is deemed to be a public nuisance and each day such condition continues shall be regarded as a new and separate offense. Violations of this Chapter will be subject to penalties as set forth in this Section.
- B. Fines imposed for such violations shall be as follows:
  - 1. An administrative fine of \$100 for a first violation;
  - 2. An administrative fine of \$200 for a second violation within one year of the first violation; and
  - 3. An administrative fine of \$500 for a third or subsequent violation within one year of the first violation. Additionally, the City may revoke the Permit upon a fourth or subsequent violation.
- C. When assessing an administrative fine, the City must take into consideration the violator's ability to pay the fine. In doing so, the City may allow the violator to complete community

service in lieu of paying the total administrative fine, waive the fine, or offer an alternative disposition. If either of the following are true, the violator may remit to the City 20% of the administrative fine imposed:

1. The violator is receiving public benefits under one or more of the following programs: (i) Supplemental Security Income (SSI) and State Supplementary Payment (SSP); (ii) California Work Opportunity and Responsibility to Kids Act (CalWORKs) or a federal Tribal Temporary Assistance for needy Families (Tribal TANF) grant program; (iii) Supplemental Nutrition Assistance Program or the California Food Assistance Program; (iv) County Relief, General Relief (GR), or General Assistance (GA); (v) Cash Assistance Program for Aged, Blind, and Disabled Legal Immigrants; (vi) In-Home Supportive Services (IHSS); or (vii) Medi-Cal; or
2. The violator's monthly income is 125 percent or less of the current poverty guidelines updated periodically in the Federal Register by the United States Department of Health and Human Services under the authority of 42 U.S.C. 9902(2).

- D. Any fine required to be paid pursuant to this Chapter shall constitute a debt owed by the Vendor to the City. Any person owing money to the City pursuant to this Chapter shall be subject to an action brought in the name of the City for the recovery of such amount.

#### **6405.6 SUSPENSION OR REVOCATION OF PERMIT.**

- A. After holding a hearing, the City Manager or designee shall have the authority to suspend or revoke a Sidewalk Vendor Permit as provided in this Chapter, or for other violations of the Code or other applicable law, or for any grounds that would warrant the denial of initial issuance of a permit hereunder. Prior to holding such hearing, the City Manager or designee shall give the Permit holder 10 days' notice in writing to the address stated on the application, specifying the time and place of hearing, and requiring him/her to show cause why his/her Permit should not be revoked. The City will not issue a new Permit after the revocation of a Permit unless it is satisfied that the applicant will thereafter comply with all provisions of this Chapter, the rules and regulations adopted hereunder, and all other applicable provisions of law, and until the City collects a fee in an amount sufficient to recover the actual costs of processing the re-application.
- B. The City Manager or designee will provide the Permittee with written notice of suspension or revocation by certified mail addressed to the Permittee's address.
- C. Any decision by the City Manager or designee to suspend or revoke a Permit shall be appealable to the License and Permit Hearing Board. Any such appeal must be filed with the City Clerk not later than 10 days after deliver of the notice of suspension or revocation, or the right to appeal shall be deemed waived.

#### **6405.7 CONFLICTS.** In the event of any conflict between any provision contained in this Chapter and any other provision in this Code, including but not limited to Sections 3260 and 4220, the provision in this Chapter shall be controlling.



SECTION 4. The City Council hereby declares it would have passed this Ordinance sentence by sentence, paragraph by paragraph and section by section, and does hereby declare the provisions of this Ordinance are severable, and if for any reason any section of this Ordinance should be held invalid, such decision shall not affect the validity of the remaining parts of this Ordinance.

SECTION 5. The City Clerk shall certify to the adoption of this Ordinance. The City Council hereby finds and determines there are no newspapers of general circulation both published and circulated within the City and, in compliance with Section 36933 of the Government Code, directs the City Clerk to cause said Ordinance within fifteen (15) days after its passage to be posted in at least three (3) public places within the City as established by Ordinance.

ADOPTED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2019, by the following roll call vote:

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

\_\_\_\_\_  
Mayor

ATTEST:

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

# **D I V I D E R S H E E T**

*Reports*

## **COUNCIL AGENDA**

September 10, 2019

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

**SUBJECT:** Fall and Winter Recreation Programs

### **INTRODUCTION**

From after-school activities to community service initiatives, the Recreation and Community Services department plays a central role in creating opportunities that enrich the lives of all those who participate in the many programs and activities offered. Registration for 2019 fall classes began over the Labor Day weekend and classes will begin on Monday, September 23 and run through January 2020.

### **STATEMENT OF FACTS**

The seasonal recreation catalog is the guidebook for the plethora of recreation programs, activities and events scheduled at city parks and community centers. Falling in line to promote this season's recreational opportunities, the 2019-20 Fall/Winter Recreation Catalog lists over 600 classes and workshops. The cover highlights the Recreation and Community Services Department's energetic Active+ participants posing in front of the newly remodeled home of Active+ programming, Burns Community Center.

### **AFTER-SCHOOL PROGRAMS**

The fall season represents the start of a new school year for Lakewood's school-age population and a new calendar of programming for the department's After-school Activity Zone. Providing a safe and secure place for children to go to after school remains a core component of the department's recreation programming and the After-school Activity Zone is a mainstay. Trained recreation staff, at eight parks, supervise "The Zone" providing homework assistance, organized games and supervised activities for school-age children. The free drop-in program offers a positive place for children to create, learn and play. Zone activities began on Thursday, August 15. Students can participate in a variety of fun activities while parents can be assured that their children are being properly supervised in a safe and creative environment.

**Facility supervision schedules at most city parks are:**

	<b>August 27 – November 2</b>	<b>November 3 – March 7</b>
<b>Monday – Friday</b>	3 – 6 p.m.	3 – 5 p.m.
<b>Saturday</b>	9 a.m. – 6 p.m.	9 a.m. – 5 p.m.
<b>Sunday/School Holidays</b>	12 noon – 6 p.m.	12 noon – 5 p.m.
All parks are closed on Thanksgiving Day, Christmas Eve and Christmas Day		

## **TEEN PROGRAMS**

Teen programs are plentiful this fall. A full schedule of teen programs is offered at the Lakewood Youth Center and the Teen Resource Center at Bloomfield Park. Both teen centers are in operation Monday through Friday starting at 3 p.m., offering daily drop-in opportunities and many special event nights.

Although social activities are popular with the teenage population, recreation staff has placed special emphasis on civic activities and college preparation. In this regard, the Lakewood Teen Action Committee (LTAC), a teen-run community service program, provides teens in middle and high school with opportunities to volunteer their time in meaningful ways. LTAC meets monthly throughout the school year and members participate in activities and workshops that build self-esteem, teach life skills, develop job skills and help resolve conflict.

To help students and parents alike, the annual College Fair provides a forum for collegiate representatives to interact with potential students and parents to discuss admission requirements, application deadlines, campus life, and financial assistance programs. This year's event will be held on Tuesday, October 15 from 6 to 8 p.m. at The Centre.

## **LAKESWOOD YOUTH SPORTS**

The Lakewood Youth Sports (LYS) program continues to be a core focus area of recreational opportunities for youth. For 63 years, LYS has provided young residents a free, fun, and inclusive sports atmosphere to learn athletic skills and the value of sportsmanship. This season, both volleyball and flag football are offered, and the LYS Program will again offer a volleyball league for girls ages 10 to 17.

Flag football provides competitive divisions for children ages 8 to 17, a Smurf division for ages 6 to 7, and a Rookie division for 4-5 year olds. The Rookie division is a fun introduction to flag football fundamentals using a Nerf football and modified rules with minimal competition. Volleyball is offered for girls ages 8 to 9. Team practices and league games are scheduled on weekday evenings and Saturday mornings from October 12 through December 7. Playoff games will conclude by December 14.

Also this fall, LYS basketball signups will take place December 7-21. Teams will begin practice in January, with league play beginning in late January. In addition to LYS, multiple contract classes offer fee-based sports opportunities such as tennis, karate, gymnastics, soccer, and ice hockey.

## **OLDER ADULT PROGRAMMING**

Lakewood's senior population will also find many opportunities to stay busy this fall. At the Burns Community Center, different fitness classes, including step aerobics, stretching, walking club, and

chair volleyball, are offered daily, with a few of the more popular classes meeting twice per week. The competitive Pickleball group attracts over 100 members and continues to meet twice per week as well. A slate of new Active+ classes, classes and activities for the more active older adult, has been added to the fall programming, including: Active+ Line Dance, Active+ Zumba, Gentle Pilates, and Gentle Yoga. Also new this fall, two driving courses, sponsored by AARP, and a series of banking classes, sponsored by Wells Fargo Bank, will be offered.

Daily activities at the Weingart Senior Center include a variety of classes that keep older adults interested and engaged. The fitness room provides stationary bikes, treadmills, and weights, and is open for daily use. Additionally, recreation staff leads and conducts fitness classes including chair exercise, mat exercise, aerobics, and cardio salsa. A variety of dance, art, handicraft, and other recreation programs are also offered throughout the week and free seminars are scheduled regularly covering health-related topics, financial matters, consumer information, insurance benefits, driver safety courses and more.

Several health and wellness events scheduled this fall season will inform older adults of their personal health and educate them on the programs and services that support a healthy lifestyle. To start, the 11<sup>th</sup> annual Older Adults Benefits Fair takes place at Weingart Senior Center on Monday, October 21 from 10 a.m. to noon. Representatives of various HMOs will help seniors compare benefits among different health plans. Secondly, a free walk-in flu shot clinic, co-sponsored by the Los Angeles County Health Department and the City of Lakewood, will be held on Tuesday, October 22 from 1 to 3 p.m. at the Weingart Senior Center. Anyone over the age of six months is eligible for a free vaccination. Additionally, a Lung Health Workshop, sponsored by BREATHE California of Los Angeles County, offered at the Burns Community Center on Monday, September 30 from 10 a.m. to 12 p.m., will educate participants about their lung health and provide a free lung capacity screening.

### **FALL SPECIAL EVENTS**

The fall issue of the catalog promotes several special events including the Play at Palms series of events featuring a different event at Palms Park on the second Friday of each month. The series begins on September 13 with a Concert in the Outfield featuring the Susie Hansen Latin Band. Movie Nights will be offered on October 11, with Monsters, Inc., and January 10 with Dumbo, and a Harvest Festival will debut on November 8. Entrance to all events is free with minimal cost for food and some attractions.

The Lollipop Lane Craft Boutique will once again take place at Mayfair Park, on Saturday, October 19 from 9 a.m. to 3 p.m. This shopping venue will feature over 115 vendors, many of which are Lakewood residents, selling affordable handmade craft and gift items.

Lakewood's Halloween carnivals will take place at eight parks on Thursday, October 31 from 6 to 8:30 p.m. The free carnivals feature game booths and contests in a safe Halloween environment for youngsters 6 to 12 years of age. Over 200 attractions for preschool and school-age children will be featured. Winners will receive candy and novelty prizes at each booth. Special contests and games are scheduled throughout the evening, highlighted by the costume parade for all ages at 7 p.m. Popular attractions include the haunted house, specially designed for children 6 to 11 years old, which will be open throughout the evening at Bolivar, Del Valle, Palms and San Martin Parks. Bolivar and Mayfair Parks will also have inflatable bounce houses, obstacle courses and extreme attractions on site for additional Halloween fun for a minimal cost.


Children will have a plethora of choices for enjoying winter vacation. Park staff will plan fun and creative holiday-themed activities to keep children busy when school is on winter break. The highlight of the season is when Santa Claus visits the parks on Saturday, December 21. Kids will get to make holiday crafts and enjoy a cup of hot chocolate while waiting to get their picture taken with Santa.

Additionally, children and members of the entire Lakewood community may participate in the Project Shepherd Holiday Assistance Program. Students have an opportunity to be involved by donating food and grocery store gift cards through their school's Holiday Dinner Food Drive, which benefits Project Shepherd. Children enrolled in the Project Shepherd program can request individualized gifts through the Teddy Bear Tree Program. Community members, employee groups, churches, and businesses throughout the city traditionally fulfill gift requests for this holiday giving program. Registration for the Project Shepherd Program opens on Thursday, November 4 at the Burns Community Center and Palms Park.

#### **RECOMMENDATION**

Staff recommends the City Council receive and file report.

Valarie Frost, Director *VF*  
Recreation and Community Services

  
Thaddeus McCormack  
City Manager

# **D I V I D E R S H E E T**



*Successor  
Agency*

## **SUCCESSOR AGENCY AGENDA**

September 10, 2019

**TO:** The Honorable Successor Agency to the former Redevelopment Agency to the City of Lakewood

**SUBJECT:** Amended Recognized Obligation Payment Schedule (ROPS) for July 1, 2019 through June 30, 2020 – ROPS 19-20

### **INTRODUCTION**

The Successor Agency to the former Redevelopment Agency to the City of Lakewood (Agency) is required to submit an annual ROPS pursuant to California Health and Safety Code (H&S) Section 34177(o)(1) to the county auditor controller and State Department of Finance (DOF) no later than February 1.

Successor agencies may also submit an amended ROPS no later than October 1 if they believe there are revisions necessary. The successor agency's county-managed oversight board must approve an amendment to the ROPS before submittal to the DOF for consideration.

### **STATEMENT OF FACT**

The Agency submitted the annual ROPS to the Los Angeles County Fourth Supervisorial District Consolidated Oversight Board (Oversight Board) who approved it on January 29, 2019. It covered the period July 1, 2019 to June 30, 2020 (ROPS 19-20). Since submitting, Agency staff has learned that it is necessary to submit an Amended ROPS 19-20 in order to receive payment of the already-approved enforceable obligations. While the Agency's ROPS has not changed, the DOF has indicated that the ROPS amendment process is the only way to make a correction to an internal calculation error.

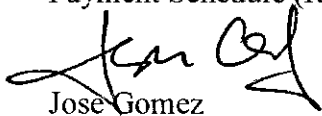
Specifically, after the Agency's January submittal the DOF notified the Agency that payments would not be made due to a lack of residual funds available for the Agency. This conclusion was based on the State-prescribed ROPS payment calculation. Agency staff was not in agreement with the response as residual fund levels are closely associated with changes in property values over the years, which have only seen significant growth. Staff requested that the Los Angeles County Auditor-Controller's Office (CAC) further review the Agency's submittal and requested a formal meet and confer discussion with the DOF. The CAC subsequently provided new information indicating that indeed corrections were needed as some calculation factors were inadvertently overlooked. The corrected formula showed that residual funds are due to the Agency and could be used to repay an estimated \$500,324 (see Attachment A) in housing funds that the Agency had listed as Supplemental Educational Revenue Augmentation Fund (SERAF)/ Educational Revenue Augmentation Fund (ERAF) obligations in the original ROPS 19-20.

Therefore, the Agency is specifically requesting the reconsideration of payments toward Amended ROPS - Item 18 (SERAF loan) for \$1,607,976 (see Attachment B). The anticipated \$500,324 would be applied towards this amount, with the balance owed being placed on future year ROPS.

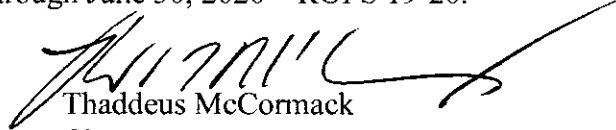
The Amended ROPS 19-20 will be presented to the 4<sup>th</sup> District of Los Angeles County Consolidated Oversight Board for review and approval on September 17, 2019.

**RECOMMENDATION**

It is recommended that the Successor Agency approve the Amended Recognized Obligations Payment Schedule (ROPS) for July 1, 2019 through June 30, 2020 – ROPS 19-20.



Jose Gomez  
Director of Administrative Services



Thaddeus McCormack  
City Manager

## ATTACHMENT A

### Unadjusted Repayment Calculation:

ROPS Review Period:		ROPS 19-20		
Sponsoring Entity Loan Repayment Calculator				
Base Year:		ROPS II July thru December 2012	ROPS III January thru June 2013	Total For Base Year
Residual Balance (Unadjusted)		0	4,699,068	4,699,068
Comparison Year:		ROPS 18-19 A July thru December 2018	ROPS 18-19 B January thru June 2019	Total For Comparison Year
Residual Balance		1,805,731	1,575,871	3,381,602
		A	Total Residual Balance for Comparison Year	3,381,602
		B	Total Residual Balance for Base Year	4,699,068
		A-B	Difference of Residual Balance	0
				÷2
			Maximum Repayment for Fiscal Year 2019-20	0

### Adjusted Repayment Calculation:

ROPS Review Period:		ROPS 19-20		
Sponsoring Entity Loan Repayment Calculator				
Base Year:		ROPS II July thru December 2012	ROPS III January thru June 2013	Total For Base Year
Residual Balance (Adjusted)		0	2,380,954	2,380,954
Comparison Year:		ROPS 18-19 A July thru December 2018	ROPS 18-19 B January thru June 2019	Total For Comparison Year
Residual Balance		1,805,731	1,575,871	3,381,602
		A	Total Residual Balance for Comparison Year	3,381,602
		B	Total Residual Balance for Base Year	2,380,954
		A-B	Difference of Residual Balance	1,000,648
				÷2
			Maximum Repayment for Fiscal Year 2019-20	500,324

**ATTACHMENT B**

**Amended Recognized Obligation Payment Schedule (ROPS 19-20B) - Summary  
Filed for the January 1, 2020 through June 30, 2020 Period**

**Successor Agency:** Lakewood

**County:** Los Angeles

<b>Current Period Requested Funding for Enforceable Obligations (ROPS Detail)</b>	<b>ROPS 19-20B Authorized Amounts</b>	<b>ROPS 19-20B Requested Adjustments</b>	<b>ROPS 19-20B Amended Total</b>
<b>A Enforceable Obligations Funded as Follows (B+C+D)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
B Bond Proceeds	-	-	-
C Reserve Balance	-	-	-
D Other Funds	-	-	-
<b>E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)</b>	<b>\$ 38,200</b>	<b>\$ 1,607,976</b>	<b>\$ 1,646,176</b>
F RPTTF	38,200	1,607,976	1,646,176
G Administrative RPTTF	-	-	-
<b>H Current Period Enforceable Obligations (A+E)</b>	<b>\$ 163,200</b>	<b>\$ 1,607,976</b>	<b>\$ 1,771,176</b>

**Certification of Oversight Board Chairman:**

Pursuant to Section 34177 (o) of the Health and Safety code,  
I hereby certify that the above is a true and accurate  
Recognized Obligation Payment Schedule for the above  
named successor agency.

\_\_\_\_\_  
Name Title

/s/ \_\_\_\_\_  
Signature Date

**Lakewood Amended Recognized Obligation Payment Schedule (ROPS 19-20B) - ROPS Detail**  
**January 1, 2020 through June 30, 2020**

Item #	Project Name	Obligation Type	Total Outstanding Obligation	Authorized Amounts					Total	Requested Adjustments					Total	Notes
				Fund Sources						Fund Sources						
				Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		
			\$18,320,896	\$-	\$-	\$- \$1,646,176	\$-	\$-	\$38,200	\$-	\$-	\$- \$1,607,976	\$-	\$- \$1,607,976		
7	County Deferral	Unfunded Liabilities	\$756,943	-	-	-	-	-	\$-	-	-	-	-	-	\$-	
8	City Advance to Agency	City/County Loan (Prior 06/28/11), Cash exchange	\$114,600	-	-	-	38,200	-	\$38,200	-	-	-	-	-	\$-	
9	Housing Fund Deficit	Unfunded Liabilities	\$1,085,310	-	-	-	-	-	\$-	-	-	-	-	-	\$-	
17	Administrative Costs	Admin Costs	\$250,000	-	-	-	-	-	\$-	-	-	-	-	-	\$-	
18	LMIHF Loan (SERAF)	SERAF/ERAF	\$3,215,951	-	-	-	1,607,976	-	\$-	-	-	1,607,976	-	\$1,607,976		
19	LMIHF Loan (SERAF)	SERAF/ERAF	\$662,108	-	-	-	-	-	\$-	-	-	-	-	\$-		
20	LMIHF Loan (ERAF)	SERAF/ERAF	\$90,492	-	-	-	-	-	\$-	-	-	-	-	\$-		
21	City Loans and Advances to Agency	City/County Loan (Prior 06/28/11), Cash exchange	\$9,262,411	-	-	-	-	-	\$-	-	-	-	-	\$-		
22	City Loans and Advances to Agency	City/County Loan (Prior 06/28/11), Cash exchange	\$2,315,603	-	-	-	-	-	\$-	-	-	-	-	\$-		
26	Legal Fee	Admin Costs - Litigation	\$-	-	-	-	-	-	\$-	-	-	-	-	\$-		
30	Proportional Share of Unfunded Pension Liabilities	Unfunded Liabilities	\$567,478	-	-	-	-	-	\$-	-	-	-	-	\$-		

# DIVIDER SHEET

# *Housing Successor*



**CITY OF LAKEWOOD SUCCESSOR AGENCY - HOUSING  
FUND SUMMARY 8/15/19**

In accordance with section 2521 of the Lakewood Municipal Code there is presented herewith a summary of obligations to be paid by voucher 367 through 368. Each of the following demands has been audited by the Director of Administrative Services and approved by the City Manager.

3901	HOUSING SUCCESSOR AGENCY	18,046.00
		<hr/>
		<b>18,046.00</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>
367	08/15/2019	5290	SUSAN CAROL KUHN AND	18,000.00	0.00	18,000.00
368	08/15/2019	40572	CHICAGO TITLE CO	46.00	0.00	46.00
Totals:				<u>18,046.00</u>	<u>0.00</u>	<u>18,046.00</u>

**CITY OF LAKEWOOD SUCCESSOR AGENCY - HOUSING  
FUND SUMMARY 8/29/2019**

In accordance with section 2521 of the Lakewood Municipal Code there is presented herewith a summary of obligations to be paid by voucher 369 through 369. Each of the following demands has been audited by the Director of Administrative Services and approved by the City Manager.

3901	HOUSING SUCCESSOR AGENCY	3,350.00
		<hr/>
		<b>3,350.00</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>
369	08/29/2019	2177	SINDAHA SAMIR	3,350.00	0.00	3,350.00
<b>Totals:</b>				<u>3,350.00</u>	<u>0.00</u>	<u>3,350.00</u>