

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

July 23, 2013, 7:30 p.m.

**CALL TO ORDER**

**INVOCATION:** Pastor Darrin McWatters, First Baptist Church of Lakewood

**PLEDGE OF ALLEGIANCE:** Royal Rangers Outpost #170

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

**ANNOUNCEMENTS AND PRESENTATIONS:**

**ROUTINE ITEMS:**

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

RI-1 Approval of Minutes of the Meeting held June 25 and July 9, 2013

RI-2 Approval of Personnel Transactions

RI-3 Approval of Registers of Demands

RI-4 Approval of Designation of Voting Delegate for League Annual Conference

RI-5 Approval of Donation of Fume Alert Kits to Lakewood Sheriff's Station

RI-6 Approval of Report of Monthly Investment Transactions

RI-7 Approval of Memorandum of Understanding for FY 2013-14, Resolution No. 2013-29; and Establishing Compensation, Rules and Regulations for Part-time Employees, Resolution No. 2013-30

**PUBLIC HEARINGS:**

1.1 Review and Approval of Water Department Public Health Goals Report 2010-2012

1.2 Consideration of Report of Delinquent Fees for Garbage, Waste and Refuse Collection and Disposal, Resolution No. 2013-31

## **City Council Agenda**

July 23, 2013

Page 2

### **LEGISLATION:**

- 2.1 Second Reading and Adoption of Ordinance No. 2013-1; Approving Zone Change No. 112 for 2922 South Street
- 2.2 Second Reading and Adoption of Ordinance No. 2013-2; Approving Amendment to the Specific Plan for 500 Lakewood Center and 4301 through 5021 Candlewood Street Sign Program
- 2.3 Second Reading and Adoption of Ordinance No. 2013-4; Amending Article II, Chapter 7 of the Lakewood Municipal Code Pertaining to Purchases

### **REPORTS:**

- 3.1 Approval of Lease Agreement with United States Postal Services for 5200 Clark Avenue

## **AGENDA**

### **LAKESWOOD HOUSING SUCCESSOR AGENCY**

1. Approval of Registers of Demands

### **ORAL COMMUNICATIONS:**

### **ADJOURNMENT**

Any qualified individual with a disability that would exclude that individual from participating in or attending the above meeting should contact the City Clerk's Office, 5050 Clark Avenue, Lakewood, CA, at 562/866-9771, ext. 2200; at least 48 hours prior to the above meeting to ensure that reasonable arrangements can be made to provide accessibility to the meeting or other reasonable auxiliary aids or services may be provided.

Copies of staff reports and other writings pertaining to this agenda are available for public review during regular business hours in the Office of the City Clerk, 5050 Clark Avenue, Lakewood, CA 90712

# **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

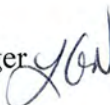

# **D I V I D E R S H E E T**

**COUNCIL AGENDA**

July 23, 2013

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

<u>Name</u>	<u>Title</u>	<u>Schedule</u>	<u>Effective Date</u>
<b>1. FULL-TIME EMPLOYEES</b>			
<b>A. Appointments</b> None			
<b>B. Changes</b> Sandra Ruiz	Sr. Account Clerk Accounting Technician	10A to 13A	06/23/2013
<b>C. Separations</b> Gloria Ramos	Sr. Account Clerk	10A	06/20/2013
<b>2. PART-TIME EMPLOYEES</b>			
<b>A. Appointments</b> Bobby Aguiar Hector Alamillo Don Nguyen	Maintenance Trainee I Maintenance Trainee I Maintenance Trainee I	B B B	 07/01/2013 07/08/2013
<b>B. Changes</b> Desmond Carter	Recreation Leader II Community Services Specialist	A to B	06/23/2013
<b>C. Separations</b> Jerry Hunter	Paratransit Vehicle Operator IV	B	06/17/2013

Lisa Novotny  
Assistant City Manager Howard L. Chambers  
City Manager 

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



**CITY OF LAKEWOOD  
FUND SUMMARY 6/20/2013**

In accordance with section 2521 of the Lakewood Municipal Code there is presented herewith a summary of obligations to be paid by voucher 51165 through 51318. Each of the following demands has been audited by the Director of Administrative Services and approved by the City Manager.

1010	GENERAL FUND	332,953.36
1015	SPECIAL OLYMPICS	250.44
1020	CABLE TV	789.67
1030	CDBG CURRENT YEAR	59,000.00
1050	COMMUNITY FACILITY	8,424.23
3060	PROPOSITION "A"	148.24
3070	PROPOSITION "C"	2,498.23
5010	GRAPHICS AND COPY CENTER	4,240.47
5020	CENTRAL STORES	2,919.11
5030	FLEET MAINTENANCE	5,808.88
6020	GEOGRAPHIC INFORMATION SYSTEM	10,000.00
7500	WATER UTILITY FUND	309,492.87
8030	TRUST DEPOSIT	370.69
		<hr/>
		<b>736,896.19</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
51165	06/14/2013	65519	HASSIEN. TIM	26,617.35	0.00	26,617.35
51166	06/17/2013	1555	MONROE K-8 SCHOOL	250.00	0.00	250.00
51167	06/20/2013	4113	SHAKER. NERMINE	2,631.07	0.00	2,631.07
51168	06/20/2013	48210	AIRFLITE. INC	5,142.84	0.00	5,142.84
51169	06/20/2013	60819	AIRGAS SAFETY	136.03	1.25	134.78
51170	06/20/2013	4429	ANDERSON. WANDA AND	18,000.00	0.00	18,000.00
51171	06/20/2013	3982	AMERICAN REPROGRAPHICS COMPANY. LLC	1,218.88	0.00	1,218.88
51172	06/20/2013	41215	AREND. DALE	165.75	0.00	165.75
51173	06/20/2013	4050	B&K ELECTRIC WHOLESALE	79.88	0.00	79.88
51174	06/20/2013	3152	BANNERMAN. BARBARA	403.65	0.00	403.65
51175	06/20/2013	66012	BARTKUS. KRISTIN	101.40	0.00	101.40
51176	06/20/2013	66364	BELL EVENT SERVICES	2,100.00	0.00	2,100.00
51177	06/20/2013	62737	BOYES. GOBIND	61.75	0.00	61.75
51178	06/20/2013	44420	BRAMMER. ROBERT	503.04	0.00	503.04
51179	06/20/2013	1935	BREA. CITY OF	44,028.35	0.00	44,028.35
51180	06/20/2013	66457	BRENNTAG PACIFIC. INC	6,121.39	0.00	6,121.39
51181	06/20/2013	6600	CALIFORNIA STATE DEPT OF JUSTICE	5,001.00	0.00	5,001.00
51182	06/20/2013	7300	CARSON SUPPLY CO	259.41	0.00	259.41
51183	06/20/2013	45894	CINTAS CORPORATION	171.40	0.00	171.40
51184	06/20/2013	2084	CLEVELAND ELEMENTARY	250.00	0.00	250.00
51185	06/20/2013	4428	COLANTUONO & LEVIN. PC	1,055.00	0.00	1,055.00
51186	06/20/2013	53451	COMMUNITY FAMILY GUIDANCE CTR	750.00	0.00	750.00
51187	06/20/2013	4380	CAPITAL ONE NATIONAL ASSOCIATION	337.01	0.00	337.01
51188	06/20/2013	62287	CRYSTAL TECH	17.85	0.00	17.85
51189	06/20/2013	4080	CURRY. TOM	1,000.00	0.00	1,000.00
51190	06/20/2013	59400	C & C AUTOMOTIVE/ MARFIELD MGMT. INC	363.06	0.00	363.06
51191	06/20/2013	2548	DAY. KATHY	312.00	0.00	312.00
51192	06/20/2013	27200	DICKSON. R F CO INC	4,389.39	0.00	4,389.39
51193	06/20/2013	58284	EMAMI. CYNTHIA	390.00	0.00	390.00
51194	06/20/2013	47824	TRICOR DIRECT. INC	198.34	0.00	198.34
51195	06/20/2013	63519	FLUE STEAM. INC	67.68	0.00	67.68
51196	06/20/2013	64415	FULLER. LAURA	2,535.00	0.00	2,535.00
51197	06/20/2013	3188	GALLS. AN ARAMARK CO. LLC	54.39	0.00	54.39
51198	06/20/2013	47841	GARDNER TRACTOR SERVICE	6,185.00	0.00	6,185.00
51199	06/20/2013	34788	GEORGE CHEVROLET	435.24	0.00	435.24
51200	06/20/2013	64215	GOLD COAST AWARDS. INC	573.07	0.00	573.07
51201	06/20/2013	65779	GOLDEN STATE WATER COMPANY	7,797.07	0.00	7,797.07
51202	06/20/2013	65575	HAP'S AUTO PARTS	57.08	0.00	57.08
51203	06/20/2013	35477	HARA. M. LAWNMOWER CENTER	9.81	0.00	9.81
51204	06/20/2013	65593	HASS. BARBARA	286.00	0.00	286.00
51205	06/20/2013	44352	HAWKINS. LIONEL A. JR.	675.00	0.00	675.00
51206	06/20/2013	59486	HERMAN. LINDA	200.00	0.00	200.00
51207	06/20/2013	42031	HOME DEPOT. THE	670.82	0.00	670.82
51208	06/20/2013	4327	EVERGREEN TRAILS. INC	2,464.20	0.00	2,464.20

# CITY OF LAKEWOOD

## SUMMARY CHECK REGISTER

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
51209	06/20/2013	3913	HOWE. DANIEL	204.75	0.00	204.75
51210	06/20/2013	65891	HUMAN SERVICES ASSOCIATION	375.00	0.00	375.00
51211	06/20/2013	36589	IMMEDIATE MEDICAL CARE	220.00	0.00	220.00
51212	06/20/2013	4430	JOHNSON. MARY FRANCES AND	18,000.00	0.00	18,000.00
51213	06/20/2013	2956	KICK IT UP KIDZ. LLC	116.35	0.00	116.35
51214	06/20/2013	4414	KNOWBE4 LLC	1,522.35	0.00	1,522.35
51215	06/20/2013	18550	LAKEWOOD. CITY OF	370.69	0.00	370.69
51216	06/20/2013	18400	LAKEWOOD. CITY WATER DEPT	17,503.96	0.00	17,503.96
51217	06/20/2013	4238	LEOMITI. ALIKA	41.60	0.00	41.60
51218	06/20/2013	52357	LESLIE'S POOLMART. INC	1,280.42	0.00	1,280.42
51219	06/20/2013	21050	LOS ANGELES CO CLERK	75.00	0.00	75.00
51220	06/20/2013	45505	LOS ANGELES CO. CHIEF INFO OFFICE	10,000.00	0.00	10,000.00
51221	06/20/2013	36844	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS	15,293.32	0.00	15,293.32
51222	06/20/2013	59113	MACRO AUTOMATICS	3,990.00	0.00	3,990.00
51223	06/20/2013	64241	MAYNOR. DONALD H.	1,250.00	0.00	1,250.00
51224	06/20/2013	46696	MEYER & ASSOCIATES	3,170.00	0.00	3,170.00
51225	06/20/2013	41831	MIEIR-KING. RICHARD	468.00	0.00	468.00
51226	06/20/2013	52588	MILLER. DON & SONS	7,103.32	130.34	6,972.98
51227	06/20/2013	62741	MITCHELL REPAIR INFORMATION CO. LLC	2,100.00	0.00	2,100.00
51228	06/20/2013	64333	MOSES-CALDERA. ISABEL	1,274.00	0.00	1,274.00
51229	06/20/2013	59102	MOST DEPENDABLE FOUNTAINS	3,247.05	0.00	3,247.05
51230	06/20/2013	4112	J & R FILM COMPANY. INC.	899.30	0.00	899.30
51231	06/20/2013	60834	MULTIOUIP. INC	181.21	0.00	181.21
51232	06/20/2013	615	MUNI SERVICES. LLC	2,652.57	0.00	2,652.57
51233	06/20/2013	2546	NIFTY AFTER FIFTY	28.80	0.00	28.80
51234	06/20/2013	62904	NORTHERN SAFETY CO INC	107.57	0.00	107.57
51235	06/20/2013	34536	OCOBOC. DEBRA	263.90	0.00	263.90
51236	06/20/2013	47554	OFFICE DEPOT BUSINESS SVCS	190.45	0.00	190.45
51237	06/20/2013	64479	OFFICE MAX - A BOISE COMPANY	295.86	0.00	295.86
51238	06/20/2013	4431	PACHECO. ARVIN & ELIZABETH AND	18,000.00	0.00	18,000.00
51239	06/20/2013	63708	DY-JO CORPORATION	740.00	0.00	740.00
51240	06/20/2013	65659	PHASE II SYSTEMS. INC	3,925.75	0.00	3,925.75
51241	06/20/2013	50512	PATHWAYS VOLUNTEER HOSPICE	750.00	0.00	750.00
51242	06/20/2013	66116	PETERSEN. LOUISE	172.25	0.00	172.25
51243	06/20/2013	15600	LONG BEACH PUBLISHING CO	236.00	0.00	236.00
51244	06/20/2013	60932	RAWITZ. ALISON	38.61	0.00	38.61
51245	06/20/2013	4418	REGENCY ENTERPRISES. INC	26.98	0.00	26.98
51246	06/20/2013	4333	REYES. MICHELLE	133.25	0.00	133.25
51247	06/20/2013	66345	REYES. PHIL	360.00	0.00	360.00
51248	06/20/2013	2579	ROMBERG EXCAVATION & OPERATIONS. INC	1,956.54	0.00	1,956.54
51249	06/20/2013	56359	S Y NURSERY	126.55	0.00	126.55
51250	06/20/2013	4309	SAFESHRED	25.00	0.00	25.00
51251	06/20/2013	1841	SAFETY DRIVER'S ED. LLC	35.75	0.00	35.75
51252	06/20/2013	56957	SALCO GROWERS INC.	44.96	0.00	44.96

# CITY OF LAKEWOOD

## SUMMARY CHECK REGISTER

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
51253	06/20/2013	47141	STEARNS.CONRAD & SCHMIDT CONSULTING ENGI	2,765.00	0.00	2,765.00
51254	06/20/2013	63347	SHAPIRO-HOGLUND, SUSANNE	22.10	0.00	22.10
51255	06/20/2013	59218	SIERRA INSTALLATIONS. INC	437.00	0.00	437.00
51256	06/20/2013	2177	SINDAHA. SAMIR	3,125.00	0.00	3,125.00
51257	06/20/2013	52279	SMART & FINAL. INC	2,103.60	0.00	2,103.60
51258	06/20/2013	26900	SO CALIF SECURITY CENTERS INC.	5.34	0.00	5.34
51259	06/20/2013	38918	SOROPTIMIST. INTL. LKWD/LONG BEACH	129.52	0.00	129.52
51260	06/20/2013	36658	SOUTH COAST A.O.M.D.	699.66	0.00	699.66
51261	06/20/2013	4177	SOUTHERN CALIF ACADEMY OF MUSIC. INC	390.00	0.00	390.00
51262	06/20/2013	29400	SOUTHERN CALIFORNIA EDISON CO	88,320.54	0.00	88,320.54
51263	06/20/2013	29500	SOUTHERN CALIFORNIA GAS CO	770.08	0.00	770.08
51264	06/20/2013	49529	SPICERS PAPER INC.	930.77	8.54	922.23
51265	06/20/2013	1535	ST PANCRATIUS CHURCH	250.00	0.00	250.00
51266	06/20/2013	4381	STEIN. ANDREW	2,439.28	0.00	2,439.28
51267	06/20/2013	60792	STEPHENS. ERIC	85.80	0.00	85.80
51268	06/20/2013	57912	SURI. KAREN	260.00	0.00	260.00
51269	06/20/2013	1676	U.S. TELEPACIFIC CORP	345.45	0.00	345.45
51270	06/20/2013	59212	TETRA TECH. INC	8,176.77	0.00	8,176.77
51271	06/20/2013	2372	TGIS CATERING SVCS. INC	3,000.00	0.00	3,000.00
51272	06/20/2013	4364	THE RINKS-LAKEWOOD ICE	106.60	0.00	106.60
51273	06/20/2013	65737	U S BANK NATIONAL ASSOCIATION	2,739.82	0.00	2,739.82
51274	06/20/2013	65224	TUMBLE-N-KIDS. INC	813.28	0.00	813.28
51275	06/20/2013	31800	U S POSTMASTER	1,000.00	0.00	1,000.00
51276	06/20/2013	1437	U.S. BANK NATIONAL ASSOCIATION	22,804.64	0.00	22,804.64
51277	06/20/2013	35089	UNDERGROUND SERVICE ALERT	123.00	0.00	123.00
51278	06/20/2013	49925	UNG. LINDA	76.74	0.00	76.74
51279	06/20/2013	58851	UNISOURCE WORLDWIDE. INC	355.62	0.00	355.62
51280	06/20/2013	519	UNIVAR USA	583.70	0.00	583.70
51281	06/20/2013	1682	VELOCITY AIR ENGINEERING. INC	29,751.20	0.00	29,751.20
51282	06/20/2013	4336	VILLA-REAL. WILHELMINA C	338.00	0.00	338.00
51283	06/20/2013	7400	WATER REPLENISHMENT DISTRICT OF	227,774.00	0.00	227,774.00
51284	06/20/2013	33350	WATER WELL SUPPLY	5,222.83	0.00	5,222.83
51285	06/20/2013	17640	WAXIE ENTERPRISES INC	1,427.42	0.00	1,427.42
51286	06/20/2013	36166	WEGENER. KATHY	1,998.10	0.00	1,998.10
51287	06/20/2013	41559	WEIGHT WATCHERS	197.78	0.00	197.78
51288	06/20/2013	62628	WELLS. C. PIPELINE MATERIALS	933.12	0.00	933.12
51289	06/20/2013	40925	WEST COAST ARBORISTS. INC	54,491.13	0.00	54,491.13
51290	06/20/2013	4257	WOLF SEEBERG VIDEO. LLC	350.00	0.00	350.00
51291	06/20/2013	3699	SU CASA	2,500.07	0.00	2,500.07
51292	06/20/2013	3699	ADRIANO. MALINA	250.00	0.00	250.00
51293	06/20/2013	3699	BRADFORD. JESSICA	250.00	0.00	250.00
51294	06/20/2013	3699	COKER. CLAY	60.00	0.00	60.00
51295	06/20/2013	3699	CONTRERAS. ROBERTO	250.00	0.00	250.00
51296	06/20/2013	3699	CRUZ. AIMEE	85.00	0.00	85.00

# CITY OF LAKEWOOD 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>
51297	06/20/2013	3699	DELEON. ERNEST	250.00	0.00	250.00
51298	06/20/2013	3699	EICHERT. DAWN	50.00	0.00	50.00
51299	06/20/2013	3699	ESCALA. JASON	250.00	0.00	250.00
51300	06/20/2013	3699	FINDLEY. SYBILL	250.00	0.00	250.00
51301	06/20/2013	3699	GONZALEZ JR.. FELIPE	82.00	0.00	82.00
51302	06/20/2013	3699	HAYES. CHRISTINE	250.00	0.00	250.00
51303	06/20/2013	3699	HERNANDEZ. JUAN	48.00	0.00	48.00
51304	06/20/2013	3699	JENKINS. MARLO	250.00	0.00	250.00
51305	06/20/2013	3699	JOHNSON. PENELOPE	250.00	0.00	250.00
51306	06/20/2013	3699	JOWELL. GARY	250.00	0.00	250.00
51307	06/20/2013	3699	LAUDERDALE. VALARIE	250.00	0.00	250.00
51308	06/20/2013	3699	LOPEZ. ALICIA	250.00	0.00	250.00
51309	06/20/2013	3699	MATA. MARTHA	250.00	0.00	250.00
51310	06/20/2013	3699	MCADORY. KENNETH	250.00	0.00	250.00
51311	06/20/2013	3699	MULL. BRITTNEY	250.00	0.00	250.00
51312	06/20/2013	3699	PENDLETON. GLORIA	250.00	0.00	250.00
51313	06/20/2013	3699	REA. JO ANNIE	250.00	0.00	250.00
51314	06/20/2013	3699	SEMILLA. CRISTINA	250.00	0.00	250.00
51315	06/20/2013	3699	STEWART. HEATHER	35.00	0.00	35.00
51316	06/20/2013	3699	WILDER. LOU	250.00	0.00	250.00
51317	06/20/2013	3699	WILLIS. CHISA	382.50	0.00	382.50
51318	06/20/2013	528	TIME WARNER CABLE	837.55	0.00	837.55
<b>Totals:</b>				<u>737,036.32</u>	<u>140.13</u>	<u>736,896.19</u>

**CITY OF LAKEWOOD  
FUND SUMMARY 6/27/2013**

In accordance with section 2521 of the Lakewood Municipal Code there is presented herewith a summary of obligations to be paid by voucher 51319 through 51459. Each of the following demands has been audited by the Director of Administrative Services and approved by the City Manager.

1010	GENERAL FUND	1,356,914.70
1020	CABLE TV	3,986.99
1050	COMMUNITY FACILITY	13,030.65
1336	STATE COPS GRANT	3,780.59
3000	AIR QUALITY IMPROVEMENT	68,470.62
3070	PROPOSITION "C"	613.43
5010	GRAPHICS AND COPY CENTER	3,343.12
5020	CENTRAL STORES	887.16
5030	FLEET MAINTENANCE	808.48
6020	GEOGRAPHIC INFORMATION SYSTEM	10.37
7500	WATER UTILITY FUND	10,629.81
8030	TRUST DEPOSIT	1,231.89
		<hr/>
		<b>1,463,707.81</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
51319	06/27/2013	62065	DAY, RENE L	428.20	0.00	428.20
51320	06/27/2013	4415	J C FOODSERVICE, INC	3,981.77	0.00	3,981.77
51321	06/27/2013	4208	AIRGAS INC	187.37	0.00	187.37
51322	06/27/2013	1700	ALLIED REFRIGERATION INC	152.54	0.00	152.54
51323	06/27/2013	2914	AMERICAN FENCE CO. INC	450.00	0.00	450.00
51324	06/27/2013	65668	ANICETO, SANDRA	884.00	0.00	884.00
51325	06/27/2013	1003	AMER.SOCIETY OF COMPOSERS, AUTHORS & PUBI	132.00	0.00	132.00
51326	06/27/2013	66012	BARTKUS, KRISTIN	612.38	0.00	612.38
51327	06/27/2013	39123	BACKFLOW APPARATUS & VALUE COMPANY	541.29	0.00	541.29
51328	06/27/2013	66364	BELL EVENT SERVICES	2,100.00	0.00	2,100.00
51329	06/27/2013	4800	BISHOP COMPANY	343.81	0.00	343.81
51330	06/27/2013	4432	BOTROS, DIANA	908.70	0.00	908.70
51331	06/27/2013	66457	BRENNTAG PACIFIC, INC	3,107.99	0.00	3,107.99
51332	06/27/2013	60304	BSN SPORTS	1,162.13	0.00	1,162.13
51333	06/27/2013	48469	BURWELL, MICHAEL RAY	265.00	0.00	265.00
51334	06/27/2013	307	CALIF. STATE DISBURSEMENT UNIT	287.53	0.00	287.53
51335	06/27/2013	53983	CALIFORNIA ST OF -FRANCHISE TAX BOARD	75.00	0.00	75.00
51336	06/27/2013	524	CARE FOR THE CHILDREN	372.60	0.00	372.60
51337	06/27/2013	4270	CARROLL, MEGAN J	575.00	0.00	575.00
51338	06/27/2013	7300	CARSON SUPPLY CO	756.83	0.00	756.83
51339	06/27/2013	51331	CERRITOS POOL SUPPLY	34.79	0.00	34.79
51340	06/27/2013	45894	CINTAS CORPORATION	52.41	0.00	52.41
51341	06/27/2013	2621	CONNEY SAFETY PRODUCTS, LLC	27.10	0.00	27.10
51342	06/27/2013	4380	CAPITAL ONE NATIONAL ASSOCIATION	490.47	0.00	490.47
51343	06/27/2013	62407	CRN AM CAR WASH INC.	66.00	0.00	66.00
51344	06/27/2013	59400	C & C AUTOMOTIVE/ MARFIELD MGMT. INC	176.46	0.00	176.46
51345	06/27/2013	27200	DICKSON, R F CO INC	39,846.58	0.00	39,846.58
51346	06/27/2013	3199	EDCO WASTE SERVICES, LLC	358,929.58	0.00	358,929.58
51347	06/27/2013	53706	F & A FEDERAL CREDIT UNION	10,388.50	0.00	10,388.50
51348	06/27/2013	3946	FERGUSON ENTERPRISES, INC.	910.04	0.00	910.04
51349	06/27/2013	876	INTERNATIONAL PROMOTIONS, INC	700.00	0.00	700.00
51350	06/27/2013	63519	FLUE STEAM, INC	24.00	0.00	24.00
51351	06/27/2013	34845	GLASBY MAINTENANCE SUPPLY CO	65.03	0.00	65.03
51352	06/27/2013	64215	GOLD COAST AWARDS, INC	3,054.73	0.00	3,054.73
51353	06/27/2013	61769	GRAUTEN, EVELYN R	661.05	0.00	661.05
51354	06/27/2013	65575	HAP'S AUTO PARTS	23.89	0.00	23.89
51355	06/27/2013	35477	HARA, M. LAWNMOWER CENTER	60.82	0.00	60.82
51356	06/27/2013	4387	HAUTE CHILE PRODUCTIONS	4,800.00	0.00	4,800.00
51357	06/27/2013	59486	HERMAN, LINDA	250.00	0.00	250.00
51358	06/27/2013	34354	HI-WAY SAFETY RENTALS INC	555.74	0.00	555.74
51359	06/27/2013	42031	HOME DEPOT, THE	1,267.33	0.00	1,267.33
51360	06/27/2013	41897	HOSE-MAN, THE	14.87	0.00	14.87
51361	06/27/2013	49843	INOUYE, MICHAEL JOHN	975.00	0.00	975.00
51362	06/27/2013	60043	SCHOEPF, DANIEL A	174.40	0.00	174.40

# CITY OF LAKEWOOD

## SUMMARY CHECK REGISTER

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
51363	06/27/2013	50740	INTERNAL REVENUE SERVICE	50.00	0.00	50.00
51364	06/27/2013	40994	JACOBY, CAROL FLYNN	276.28	0.00	276.28
51365	06/27/2013	4423	JOHNSON, THEARD J	250.00	0.00	250.00
51366	06/27/2013	42359	JOHNSTONE SUPPLY INC.	24.02	0.00	24.02
51367	06/27/2013	4180	JONES, RICHARD D. A PROF LAW CORP	577.50	0.00	577.50
51368	06/27/2013	53365	KENNY'S AUTO SERVICE	233.00	0.00	233.00
51369	06/27/2013	2956	KICK IT UP KIDZ, LLC	198.90	0.00	198.90
51370	06/27/2013	4292	SCHICORA, GREGORY V	163.49	0.00	163.49
51371	06/27/2013	54365	KNORR SYSTEMS INC.	3,826.66	0.00	3,826.66
51372	06/27/2013	2822	LAGERLOF, SENEAL, GOSNEY &	3,414.71	0.00	3,414.71
51373	06/27/2013	55469	LAKEWOOD CITY EMPLOYEE ASSOCIATION	2,000.00	0.00	2,000.00
51374	06/27/2013	18550	LAKEWOOD, CITY OF	100.00	0.00	100.00
51375	06/27/2013	52357	LESLIE'S POOLMART, INC	142.22	0.00	142.22
51376	06/27/2013	44733	LIEBERT, CASSIDY, WHITMORE	6,368.00	0.00	6,368.00
51377	06/27/2013	2409	LIFTECH ELEVATOR SERVICES INC.	772.50	0.00	772.50
51378	06/27/2013	20300	LONG BEACH CITY GAS & WATER DEPT	214.31	0.00	214.31
51379	06/27/2013	4068	LONG BEACH MOTORS	68,470.62	0.00	68,470.62
51380	06/27/2013	21600	LOS ANGELES CO SHERIFFS DEPT	714,347.80	0.00	714,347.80
51381	06/27/2013	36844	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS	681.89	0.00	681.89
51382	06/27/2013	1711	LOGIC TECHNOLOGY GROUP	348.80	0.00	348.80
51383	06/27/2013	4224	MATT-CHLOR, INC.	308.00	0.00	308.00
51384	06/27/2013	23130	MC MASTER-CARR SUPPLY CO	75.04	0.00	75.04
51385	06/27/2013	1369	MYERS, HOUGHTON & PARTNERS INC	690.00	0.00	690.00
51386	06/27/2013	52850	MIRACLE RECREATION EQUIPMENT	1,848.27	0.00	1,848.27
51387	06/27/2013	61672	MUSCULAR DYSTROPHY ASSOC, INC	20.00	0.00	20.00
51388	06/27/2013	4358	NADAR, INC	151,963.21	0.00	151,963.21
51389	06/27/2013	65043	NATEC INTERNATIONAL, INC	125.00	0.00	125.00
51390	06/27/2013	47554	OFFICE DEPOT BUSINESS SVCS	839.69	0.00	839.69
51391	06/27/2013	63708	DY-JO CORPORATION	635.00	0.00	635.00
51392	06/27/2013	51171	PERS LONG TERM CARE PROGRAM	265.11	0.00	265.11
51393	06/27/2013	2174	PETTY CASH/LOVENEL REVELDEZ OR	1,309.37	0.00	1,309.37
51394	06/27/2013	1615	PFM ASSET MANAGEMENT, LLC	3,085.80	0.00	3,085.80
51395	06/27/2013	4335	PORTER CORP	377.00	0.00	377.00
51396	06/27/2013	39640	RAYVERN LIGHTING SUPPLY CO INC	439.84	0.00	439.84
51397	06/27/2013	56957	SALCO GROWERS INC.	53.96	0.00	53.96
51398	06/27/2013	51723	SCMAF OFFICE	300.00	0.00	300.00
51399	06/27/2013	28600	SIMS WELDING SUPPLY CO, INC.	100.46	0.00	100.46
51400	06/27/2013	64790	SKOLNIK, STEVEN N	16,777.87	0.00	16,777.87
51401	06/27/2013	52279	SMART & FINAL, INC	1,224.19	0.00	1,224.19
51402	06/27/2013	886	HAUSER, JOHN	250.00	0.00	250.00
51403	06/27/2013	61543	COMPUTER & PERIPHERALS GROUP	154.63	0.00	154.63
51404	06/27/2013	29500	SOUTHERN CALIFORNIA GAS CO	4,352.60	0.00	4,352.60
51405	06/27/2013	64602	STAPLES CONTRACT & COMMERCIAL INC	122.52	0.00	122.52
51406	06/27/2013	4381	STEIN, ANDREW	1,884.21	0.00	1,884.21



# CITY OF LAKEWOOD

## SUMMARY CHECK REGISTER

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
51407	06/27/2013	2732	TANNEN. MITCH	624.00	0.00	624.00
51408	06/27/2013	38679	WESTERN EXTERMINATOR COMPANY	831.55	0.00	831.55
51409	06/27/2013	2372	TGIS CATERING SVCS. INC	6,991.86	0.00	6,991.86
51410	06/27/2013	2998	THE ANSWERBAND. INC	1,500.00	0.00	1,500.00
51411	06/27/2013	4364	THE RINKS-LAKEWOOD ICE	60.45	0.00	60.45
51412	06/27/2013	982	TOSHIBA BUSINESS SOLUTIONS	3,011.78	0.00	3,011.78
51413	06/27/2013	47854	TRUESDAIL LABORATORIES INC	1,092.04	0.00	1,092.04
51414	06/27/2013	4356	U.S. BANK PARS ACCT #6746022400	4,663.56	0.00	4,663.56
51415	06/27/2013	1437	U.S. BANK NATIONAL ASSOCIATION	838.21	0.00	838.21
51416	06/27/2013	4216	U.S. DEPARTMENT OF HUD	125.00	0.00	125.00
51417	06/27/2013	53760	UNITED WAY OF GREATER LOS ANGELE	262.00	0.00	262.00
51418	06/27/2013	1576	UPCRAFT. CODY	280.56	0.00	280.56
51419	06/27/2013	49848	USA BLUE BOOK A DIVISION OF	1,202.72	0.00	1,202.72
51420	06/27/2013	3967	VIDIFLO. INC	3,910.78	0.00	3,910.78
51421	06/27/2013	43627	VISTA PAINT	9.98	0.18	9.80
51422	06/27/2013	40925	WEST COAST ARBORISTS. INC	1,739.70	0.00	1,739.70
51423	06/27/2013	35146	WILLDAN ASSOCIATES	450.00	0.00	450.00
51424	06/27/2013	3699	MARTIN. DAIYIENG	34.55	0.00	34.55
51425	06/27/2013	3699	LALANI. NAZMUDIN	23.38	0.00	23.38
51426	06/27/2013	3699	ADRIANO. MALINA	250.00	0.00	250.00
51427	06/27/2013	3699	ANDERSON. DALE	19.00	0.00	19.00
51428	06/27/2013	3699	APONTE. LIZ	10.00	0.00	10.00
51429	06/27/2013	3699	BAWDEN. PAULA	15.00	0.00	15.00
51430	06/27/2013	3699	BOWDEN. SHERLETT	250.00	0.00	250.00
51431	06/27/2013	3699	BROGDON. WENDY	32.00	0.00	32.00
51432	06/27/2013	3699	CALDERON. CHERYL	50.00	0.00	50.00
51433	06/27/2013	3699	CASTILLO. MARIA	250.00	0.00	250.00
51434	06/27/2013	3699	CHUKUKA. CATHERINE	36.00	0.00	36.00
51435	06/27/2013	3699	CONRAD. FLORENCE	21.00	0.00	21.00
51436	06/27/2013	3699	DALTON. LINDA	21.00	0.00	21.00
51437	06/27/2013	3699	DE CORA. JOSIE	26.00	0.00	26.00
51438	06/27/2013	3699	DELTGEN. ARDEL	14.00	0.00	14.00
51439	06/27/2013	3699	DURHAM. LAURA	25.00	0.00	25.00
51440	06/27/2013	3699	GROVE. BLANCHE	32.00	0.00	32.00
51441	06/27/2013	3699	HOLT. TAMMY	15.00	0.00	15.00
51442	06/27/2013	3699	JOHNSON. JACK LAVORN	33.00	0.00	33.00
51443	06/27/2013	3699	JIMENEZ. GUADALUPE	250.00	0.00	250.00
51444	06/27/2013	3699	KING. GAYLE	250.00	0.00	250.00
51445	06/27/2013	3699	LEATHERWOOD. SAUNDRA	250.00	0.00	250.00
51446	06/27/2013	3699	LOWE. CHRISTINE	21.00	0.00	21.00
51447	06/27/2013	3699	LUCAS. MELISSA	21.00	0.00	21.00
51448	06/27/2013	3699	MC LURG. LISSA	250.00	0.00	250.00
51449	06/27/2013	3699	MELENDREZ. KARINA	14.00	0.00	14.00
51450	06/27/2013	3699	PICHARDO. ROBERT	250.00	0.00	250.00

# CITY OF LAKEWOOD

## 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>
51451	06/27/2013	3699	RAMIREZ. GEMA	250.00	0.00	250.00
51452	06/27/2013	3699	RAMIREZ. VERONICA	250.00	0.00	250.00
51453	06/27/2013	3699	ROBERTS. CHRISTINA	10.00	0.00	10.00
51454	06/27/2013	3699	RODDY. CORINNE	21.00	0.00	21.00
51455	06/27/2013	3699	THOMPSON. WANDA	10.00	0.00	10.00
51456	06/27/2013	3699	WASHINGTON. LEKEISA	400.00	0.00	400.00
51457	06/27/2013	3699	WILLIAMSON. KRISTA	38.00	0.00	38.00
51458	06/27/2013	43017	LARSEN. DEBRA	122.15	0.00	122.15
51459	06/27/2013	4075	KKOZ OHANA VENTURES LLC	2,014.32	0.00	2,014.32
<b>Totals:</b>				<u>1,463,707.99</u>	<u>0.18</u>	<u>1,463,707.81</u>

**CITY OF LAKEWOOD  
FUND SUMMARY 7/3/2013**

In accordance with section 2521 of the Lakewood Municipal Code there is presented herewith a summary of obligations to be paid by voucher 51460 through 51591. Each of the following demands has been audited by the Director of Administrative Services and approved by the City Manager.

1010	GENERAL FUND	929,690.02
1020	CABLE TV	4,116.00
1030	CDBG CURRENT YEAR	2,686.66
1050	COMMUNITY FACILITY	5,980.24
1630	USED OIL GRANT	16,410.26
3070	PROPOSITION "C"	1,622.13
5010	GRAPHICS AND COPY CENTER	172.03
5020	CENTRAL STORES	1,599.47
5030	FLEET MAINTENANCE	4,472.03
7500	WATER UTILITY FUND	61,847.09
8030	TRUST DEPOSIT	274.73
		<hr/>
		<b>1,028,870.66</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
51460	06/28/2013	59723	ADAPT CONSULTING. INC	15,856.99	0.00	15,856.99
51461	07/01/2013	4413	REYNOLDS. DALE	150.00	0.00	150.00
51462	07/03/2013	36591	AARDVARK CLAY & SUPPLIES. INC	317.08	0.00	317.08
51463	07/03/2013	61142	ADAMS-HILLERY. SHARRON	2,286.66	0.00	2,286.66
51464	07/03/2013	60819	AIRGAS SAFETY	294.08	0.00	294.08
51465	07/03/2013	49803	BANG. DAVID ASSOCIATES. INC	5,063.80	0.00	5,063.80
51466	07/03/2013	66012	BARTKUS. KRISTIN	52.00	0.00	52.00
51467	07/03/2013	60038	BDA ASSOCIATES. INC	4,740.00	0.00	4,740.00
51468	07/03/2013	63539	BERGER. AMY	188.50	0.00	188.50
51469	07/03/2013	4236	MANHATTAN STITCHING CO INC.	594.00	0.00	594.00
51470	07/03/2013	66457	BRENNTAG PACIFIC. INC	2,494.58	0.00	2,494.58
51471	07/03/2013	60304	BSN SPORTS	1,608.79	0.00	1,608.79
51472	07/03/2013	59955	CALIFORNIA ELECTRIC SUPPLY CO	1,405.99	0.20	1,405.79
51473	07/03/2013	53983	CALIFORNIA ST OF -FRANCHISE TAX BOARD	400.00	0.00	400.00
51474	07/03/2013	7300	CARSON SUPPLY CO	11.19	0.00	11.19
51475	07/03/2013	1792	CARTER WOOD FLOORS. INC	4,720.00	0.00	4,720.00
51476	07/03/2013	51331	CERRITOS POOL SUPPLY	669.24	0.00	669.24
51477	07/03/2013	43135	CERRITOS. CITY OF - WATER DIVISION	30,868.80	0.00	30,868.80
51478	07/03/2013	64932	CJ CONSTRUCTION. INC	103,933.09	0.00	103,933.09
51479	07/03/2013	2621	CONNEY SAFETY PRODUCTS. LLC	48.84	0.00	48.84
51480	07/03/2013	66397	EAGLE GRAPHICS. INC	45.18	0.00	45.18
51481	07/03/2013	4411	EPOWER NETWORK. INC.	1,814.20	0.00	1,814.20
51482	07/03/2013	51930	EWING IRRIGATION PRODUCTS. INC.	1,033.82	0.00	1,033.82
51483	07/03/2013	3769	FIREWORKS & STAGE FX AMERICA	6,500.00	0.00	6,500.00
51484	07/03/2013	4289	FRAZIER. ROBERT C	292.50	0.00	292.50
51485	07/03/2013	3188	GALLS. AN ARAMARK CO. LLC	397.50	0.00	397.50
51486	07/03/2013	3912	GOLDEN METERS SERVICES	1,834.73	0.00	1,834.73
51487	07/03/2013	35477	HARA. M. LAWNMOWER CENTER	1,376.07	0.00	1,376.07
51488	07/03/2013	34354	HI-WAY SAFETY RENTALS INC	4,694.92	0.00	4,694.92
51489	07/03/2013	42031	HOME DEPOT. THE	666.30	0.00	666.30
51490	07/03/2013	4327	EVERGREEN TRAILS. INC	661.33	0.00	661.33
51491	07/03/2013	4433	HOUSTON ENGINEERING. INC	4,400.00	0.00	4,400.00
51492	07/03/2013	65390	IMN (IMAKENEWS. INC.)	390.00	0.00	390.00
51493	07/03/2013	59873	JJS PALOMO'S STEEL. INC	284.49	0.00	284.49
51494	07/03/2013	607	KNIGHTSBRIDGE ARCHITECTURAL PRODUCTS	412.02	0.00	412.02
51495	07/03/2013	4250	CEDAR FAIR	972.00	0.00	972.00
51496	07/03/2013	59671	WOODWARDS. MICHAEL	150.00	0.00	150.00
51497	07/03/2013	18550	LAKEWOOD. CITY OF	274.73	0.00	274.73
51498	07/03/2013	18400	LAKEWOOD. CITY WATER DEPT	33,292.29	0.00	33,292.29
51499	07/03/2013	43017	LARSEN. DEBRA	776.99	0.00	776.99
51500	07/03/2013	19710	LINCOLN EQUIPMENT INC	147.49	0.00	147.49
51501	07/03/2013	62080	MARKLEY. ELIZABETH	130.00	0.00	130.00
51502	07/03/2013	60839	MARKOPULOS. CYNTHIA	178.75	0.00	178.75
51503	07/03/2013	4224	MATT-CHLOR. INC.	2,682.84	0.00	2,682.84

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51504	07/03/2013	57391	MINI COACH INC.	960.80	0.00	960.80
51505	07/03/2013	4358	NADAR. INC	5,499.55	0.00	5,499.55
51506	07/03/2013	47554	OFFICE DEPOT BUSINESS SVCS	638.00	0.00	638.00
51507	07/03/2013	64479	OFFICE MAX - A BOISE COMPANY	343.75	0.00	343.75
51508	07/03/2013	1919	POLLARD. JOSEPH G. COMPANY. INC	497.40	0.00	497.40
51509	07/03/2013	64161	CRESCENT INC	226.20	0.00	226.20
51510	07/03/2013	39640	RAYVERN LIGHTING SUPPLY CO INC	715.91	0.00	715.91
51511	07/03/2013	56359	S Y NURSERY	1,046.84	0.00	1,046.84
51512	07/03/2013	47141	STEARNS.CONRAD & SCHMIDT CONSULTING ENGI	2,688.27	0.00	2,688.27
51513	07/03/2013	64790	SKOLNIK. STEVEN N	200.00	0.00	200.00
51514	07/03/2013	52279	SMART & FINAL. INC	1,258.94	0.00	1,258.94
51515	07/03/2013	886	HAUSER. JOHN	265.00	0.00	265.00
51516	07/03/2013	26900	SO CALIF SECURITY CENTERS INC.	15.58	0.00	15.58
51517	07/03/2013	61543	COMPUTER & PERIPHERALS GROUP	162.29	0.00	162.29
51518	07/03/2013	29400	SOUTHERN CALIFORNIA EDISON CO	2,960.25	0.00	2,960.25
51519	07/03/2013	4026	SPASEFF. TED C	375.00	0.00	375.00
51520	07/03/2013	49529	SPICERS PAPER INC.	173.62	1.59	172.03
51521	07/03/2013	4381	STEIN. ANDREW	2,453.16	0.00	2,453.16
51522	07/03/2013	60792	STEPHENS. ERIC	224.25	0.00	224.25
51523	07/03/2013	977	STEVEN ENTERPRISES	79.68	0.00	79.68
51524	07/03/2013	53927	SUNNY HILLS ASSOCIATES	335.00	0.00	335.00
51525	07/03/2013	38679	WESTERN EXTERMINATOR COMPANY	386.71	0.00	386.71
51526	07/03/2013	47854	TRUESDAIL LABORATORIES INC	533.90	0.00	533.90
51527	07/03/2013	46837	U.S. GAMES	945.13	0.00	945.13
51528	07/03/2013	49848	USA BLUE BOOK A DIVISION OF	697.87	0.00	697.87
51529	07/03/2013	62628	WELLS. C. PIPELINE MATERIALS	3,689.10	0.00	3,689.10
51530	07/03/2013	2279	AMERICAN PACIFIC PRINTERS COLLEGES INC	5,970.24	0.00	5,970.24
51531	07/03/2013	35146	WILLDAN ASSOCIATES	2,081.25	0.00	2,081.25
51532	07/03/2013	3699	TSI. JOCELYN C	38.45	0.00	38.45
51533	07/03/2013	860	ALLIANT INSURANCE SERVICES	24,309.00	0.00	24,309.00
51534	07/03/2013	4054	AMERICAN LEGION POST 266	105.00	0.00	105.00
51535	07/03/2013	63684	CHARLES J ARSENAULT. INC	3,166.67	0.00	3,166.67
51536	07/03/2013	62267	FESTIVAL FUN PARKS. INC	1,515.00	0.00	1,515.00
51537	07/03/2013	53002	CALIFORNIA UTILITIES EMERGENCY ASSOC	500.00	0.00	500.00
51538	07/03/2013	56384	CALIF MUNICIPAL TREASURER'S ASSOCIATION	155.00	0.00	155.00
51539	07/03/2013	6300	CALIFORNIA CONTRACT CITIES ASN	4,013.00	0.00	4,013.00
51540	07/03/2013	57079	CALIFORNIA JOINT POWERS INS AUTHORITY	644,666.00	0.00	644,666.00
51541	07/03/2013	50890	CALIFORNIA. STATE OF	19,770.33	0.00	19,770.33
51542	07/03/2013	45894	CINTAS CORPORATION	63.36	0.00	63.36
51543	07/03/2013	62287	CRYSTAL TECH	1,538.86	0.00	1,538.86
51544	07/03/2013	2929	DETTORE. TONY	225.00	0.00	225.00
51545	07/03/2013	65835	GRANICUS. INC	4,116.00	0.00	4,116.00
51546	07/03/2013	45744	I C M A	1,320.00	0.00	1,320.00
51547	07/03/2013	65390	IMN (IMAKENEWS. INC.)	2,219.85	0.00	2,219.85

# CITY OF LAKEWOOD

## SUMMARY CHECK REGISTER

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
51548	07/03/2013	3652	INTERNATIONAL ENVIRONMENTAL MANAGEMEN	188.24	0.00	188.24
51549	07/03/2013	18300	LAKEWOOD CHAMBER OF COMMERCE	35.00	0.00	35.00
51550	07/03/2013	18300	LAKEWOOD CHAMBER OF COMMERCE	1,833.33	0.00	1,833.33
51551	07/03/2013	4424	LVM. INC	800.00	0.00	800.00
51552	07/03/2013	46978	PETTY CASH/JAMES CORCORAN	200.00	0.00	200.00
51553	07/03/2013	4434	PETTY CASH/BRIANNON MAHR	300.00	0.00	300.00
51554	07/03/2013	29300	S C A G	7,425.00	0.00	7,425.00
51555	07/03/2013	59527	S C W M F	25.00	0.00	25.00
51556	07/03/2013	56957	SALCO GROWERS INC.	125.90	0.00	125.90
51557	07/03/2013	50445	SAN GABRIEL VALLEY PROTECTIVE ASSN	50.00	0.00	50.00
51558	07/03/2013	4201	AUDIO MESSAGING SOLUTIONS. LLC	207.00	0.00	207.00
51559	07/03/2013	66245	TYLER TECHNOLOGIES MUNIS DIVISION	30,000.00	0.00	30,000.00
51560	07/03/2013	60430	VERIZON CALIFORNIA INC	79.99	0.00	79.99
51561	07/03/2013	3699	AL-GHANI. TANISHA	99.00	0.00	99.00
51562	07/03/2013	3699	AMAYA. ROCIO	250.00	0.00	250.00
51563	07/03/2013	3699	ARZAGA. FORTUNATO	250.00	0.00	250.00
51564	07/03/2013	3699	BALDONADO. JUAN	310.00	0.00	310.00
51565	07/03/2013	3699	BENNETT. JACINDA	55.00	0.00	55.00
51566	07/03/2013	3699	BOSTON. KIM	1,105.00	0.00	1,105.00
51567	07/03/2013	3699	CAMPOS. JERI	250.00	0.00	250.00
51568	07/03/2013	3699	CARREON. MONIOUE	218.00	0.00	218.00
51569	07/03/2013	3699	CUB SCOUT PACK #134	80.00	0.00	80.00
51570	07/03/2013	3699	DANKS. ERIN	55.00	0.00	55.00
51571	07/03/2013	3699	DAVIS. BRENDA	250.00	0.00	250.00
51572	07/03/2013	3699	FERNANDO. ASHLEIGH	250.00	0.00	250.00
51573	07/03/2013	3699	GERDTS. NANETTE	75.00	0.00	75.00
51574	07/03/2013	3699	JIMENEZ. JIMMY	48.00	0.00	48.00
51575	07/03/2013	3699	JOHNSON. LISA	143.00	0.00	143.00
51576	07/03/2013	3699	JOHNSTON. JANE	55.00	0.00	55.00
51577	07/03/2013	3699	KIM. YVONNE	15.00	0.00	15.00
51578	07/03/2013	3699	LAUPUA. WENDY	250.00	0.00	250.00
51579	07/03/2013	3699	MC CARTY. STACY	67.00	0.00	67.00
51580	07/03/2013	3699	MERINO. AMANDA	120.00	0.00	120.00
51581	07/03/2013	3699	MERZ. BETHANY	58.00	0.00	58.00
51582	07/03/2013	3699	MURPHY. CHRISTOPHER	240.00	0.00	240.00
51583	07/03/2013	3699	PAGATPATAN. ELISE	250.00	0.00	250.00
51584	07/03/2013	3699	OUACH. SAMANTHA	143.00	0.00	143.00
51585	07/03/2013	3699	REGIS. YVONNE	250.00	0.00	250.00
51586	07/03/2013	3699	SANCHEZ. ANTONIA	50.00	0.00	50.00
51587	07/03/2013	3699	SERRATOS. MARIA	19.00	0.00	19.00
51588	07/03/2013	3699	SHAVERS. MICHELLE	250.00	0.00	250.00
51589	07/03/2013	3699	SOLORZANO. YOLANDA	86.00	0.00	86.00
51590	07/03/2013	3699	UNG. SANDRA	50.00	0.00	50.00
51591	07/03/2013	3699	WASHINGTON. COURTNEY	5.00	0.00	5.00

**CITY OF LAKEWOOD  
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>
			<b>Totals:</b>	<u>1,028,872.45</u>	<u>1.79</u>	<u>1,028,870.66</u>

**CITY OF LAKEWOOD  
FUND SUMMARY 7/11/2013**

In accordance with section 2521 of the Lakewood Municipal Code there is presented herewith a summary of obligations to be paid by voucher 51592 through 51697. Each of the following demands has been audited by the Director of Administrative Services and approved by the City Manager.

1010	GENERAL FUND	59,320.78
1020	CABLE TV	1,666.62
1030	CDBG CURRENT YEAR	6,472.00
1050	COMMUNITY FACILITY	6,497.96
3070	PROPOSITION "C"	150.00
5010	GRAPHICS AND COPY CENTER	890.09
5020	CENTRAL STORES	1,164.63
5030	FLEET MAINTENANCE	471.72
7500	WATER UTILITY FUND	20,520.28
8020	LOCAL REHAB LOAN	304.00
8030	TRUST DEPOSIT	272.02
		<hr/>
		<b>97,730.10</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
51592	07/11/2013	36225	APT ASSN CALIFORNIA SOUTHERN CITIES	19.00	0.00	19.00
51593	07/11/2013	66457	BRENNTAG PACIFIC. INC	2,443.43	0.00	2,443.43
51594	07/11/2013	60304	BSN SPORTS	256.91	0.00	256.91
51595	07/11/2013	7300	CARSON SUPPLY CO	88.60	0.00	88.60
51596	07/11/2013	3864	CBM SERVICES. INC	896.96	0.00	896.96
51597	07/11/2013	7800	CERRITOS CITY	4,862.00	0.00	4,862.00
51598	07/11/2013	40572	CHICAGO TITLE CO.	100.00	0.00	100.00
51599	07/11/2013	56941	COCA COLA REFRESHMENTS USA. INC	1,998.48	0.00	1,998.48
51600	07/11/2013	4380	CAPITAL ONE NATIONAL ASSOCIATION	3,732.99	0.00	3,732.99
51601	07/11/2013	53283	EBERHARD EQUIPMENT	208.10	0.00	208.10
51602	07/11/2013	35477	HARA. M. LAWNMOWER CENTER	32.26	0.00	32.26
51603	07/11/2013	42031	HOME DEPOT. THE	660.74	0.00	660.74
51604	07/11/2013	3807	HAZARDOUS WASTE TRANSPORTATION SVCS. INC	8,006.59	0.00	8,006.59
51605	07/11/2013	65712	IDMODELING. INC	1,970.00	0.00	1,970.00
51606	07/11/2013	53311	LAKEWOOD MEALS ON WHEELS	875.00	0.00	875.00
51607	07/11/2013	64812	LAKEWOOD OIL CORPORATION	74.77	0.00	74.77
51608	07/11/2013	3564	LONG BEACH . CITY OF. WATER DEPARTMENT	408.66	0.00	408.66
51609	07/11/2013	59113	MACRO AUTOMATICS	541.00	0.00	541.00
51610	07/11/2013	60834	MULTIOUIP. INC	1,470.48	0.00	1,470.48
51611	07/11/2013	4377	NATIONAL ECON CORP	2,075.00	0.00	2,075.00
51612	07/11/2013	4360	NESS. CINDY LOUISE	100.00	0.00	100.00
51613	07/11/2013	450	PACIFIC EH & S SERVICES. INC	1,728.00	0.00	1,728.00
51614	07/11/2013	64450	PCM-G. INC	1,666.62	0.00	1,666.62
51615	07/11/2013	926	RICOH AMERICAS CORPORATION	890.09	0.00	890.09
51616	07/11/2013	2177	SINDAHA. SAMIR	3,225.00	0.00	3,225.00
51617	07/11/2013	34726	MAGIC MOUNTAIN. LLC	3,734.68	0.00	3,734.68
51618	07/11/2013	886	HAUSER. JOHN	375.00	0.00	375.00
51619	07/11/2013	26900	SO CALIF SECURITY CENTERS INC.	92.12	0.00	92.12
51620	07/11/2013	29400	SOUTHERN CALIFORNIA EDISON CO	2,118.02	0.00	2,118.02
51621	07/11/2013	29800	SPARKLETTS	63.11	0.00	63.11
51622	07/11/2013	53927	SUNNY HILLS ASSOCIATES	1,600.00	0.00	1,600.00
51623	07/11/2013	60359	CNS INDUSTRIES INC	798.63	0.00	798.63
51624	07/11/2013	59212	TETRA TECH. INC	3,165.00	0.00	3,165.00
51625	07/11/2013	47854	TRUESDAIL LABORATORIES INC	854.53	0.00	854.53
51626	07/11/2013	35089	UNDERGROUND SERVICE ALERT	111.00	0.00	111.00
51627	07/11/2013	63260	USA METALS & MILLWORK RESTORATION. INC	2,700.00	0.00	2,700.00
51628	07/11/2013	39863	WARDEN. KASHKA	100.00	0.00	100.00
51629	07/11/2013	17640	WAXIE ENTERPRISES INC	516.99	0.00	516.99
51630	07/11/2013	37745	WESTERN EXTERMINATOR CO	85.00	0.00	85.00
51631	07/11/2013	3699	WHITE. G R	138.00	0.00	138.00
51632	07/11/2013	4382	AMERICAN PAPER PLASTIC SERVICES. INC.	290.21	0.00	290.21
51633	07/11/2013	50163	AMERICAN PUBLIC WORKS ASSN	211.25	0.00	211.25
51634	07/11/2013	66012	BARTKUS. KRISTIN	45.50	0.00	45.50
51635	07/11/2013	62737	BOYES. GOBIND	131.95	0.00	131.95

# CITY OF LAKEWOOD

## SUMMARY CHECK REGISTER

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
51636	07/11/2013	66457	BRENNTAG PACIFIC. INC	1,070.10	0.00	1,070.10
51637	07/11/2013	61428	C A P R C B M	225.00	0.00	225.00
51638	07/11/2013	53046	C.P.R.S.	3,330.00	0.00	3,330.00
51639	07/11/2013	307	CALIF. STATE DISBURSEMENT UNIT	287.53	0.00	287.53
51640	07/11/2013	53983	CALIFORNIA ST OF -FRANCHISE TAX BOARD	75.00	0.00	75.00
51641	07/11/2013	4270	CARROLL. MEGAN J	218.75	0.00	218.75
51642	07/11/2013	7300	CARSON SUPPLY CO	233.48	0.00	233.48
51643	07/11/2013	45894	CINTAS CORPORATION	52.41	0.00	52.41
51644	07/11/2013	61035	DURAN. NICOLE	149.83	0.00	149.83
51645	07/11/2013	53706	F & A FEDERAL CREDIT UNION	9,918.50	0.00	9,918.50
51646	07/11/2013	60295	HARMONY ARTISTS. INC	1,200.00	0.00	1,200.00
51647	07/11/2013	42031	HOME DEPOT. THE	946.69	0.00	946.69
51648	07/11/2013	50740	INTERNAL REVENUE SERVICE	50.00	0.00	50.00
51649	07/11/2013	47815	KEESTER. RON	115.00	0.00	115.00
51650	07/11/2013	64812	LAKEWOOD OIL CORPORATION	37.18	0.00	37.18
51651	07/11/2013	18550	LAKEWOOD. CITY OF	172.02	0.00	172.02
51652	07/11/2013	43017	LARSEN. DEBRA	127.37	0.00	127.37
51653	07/11/2013	41545	PACIFIC PREMIER RETAIL TRUST	4,862.46	0.00	4,862.46
51654	07/11/2013	46658	MARTUCCI. CHUCK	117.00	0.00	117.00
51655	07/11/2013	600	MEZA. ALEJANDRO	67.00	0.00	67.00
51656	07/11/2013	1571	MULLENS. COLLEEN	297.00	0.00	297.00
51657	07/11/2013	64479	OFFICE MAX - A BOISE COMPANY	548.05	0.00	548.05
51658	07/11/2013	51171	PERS LONG TERM CARE PROGRAM	266.84	0.00	266.84
51659	07/11/2013	48592	PLUNKETT. DUSTIN	195.00	0.00	195.00
51660	07/11/2013	36147	FESTIVAL FUN PARKS. LLC	2,463.55	0.00	2,463.55
51661	07/11/2013	66345	REYES. PHIL	360.00	0.00	360.00
51662	07/11/2013	1841	SAFETY DRIVER'S ED. LLC	143.00	0.00	143.00
51663	07/11/2013	3153	SECTRAN SECURITY. INC	116.60	0.00	116.60
51664	07/11/2013	4436	SESAC	531.00	0.00	531.00
51665	07/11/2013	34471	SKATE DEPOT	1,015.00	0.00	1,015.00
51666	07/11/2013	26900	SO CALIF SECURITY CENTERS INC.	19.82	0.00	19.82
51667	07/11/2013	29450	SOUTHERN CALIFORNIA EDISON	474.00	0.00	474.00
51668	07/11/2013	4437	TATE. FLORENCE AND	185.00	0.00	185.00
51669	07/11/2013	4356	U.S. BANK PARS ACCT #6746022400	7,419.17	0.00	7,419.17
51670	07/11/2013	4216	U.S. DEPARTMENT OF HUD	125.00	0.00	125.00
51671	07/11/2013	58021	VEHICLE REGISTRATION - COLLECTIONS	212.81	0.00	212.81
51672	07/11/2013	3699	DELEON. NAPOLEON	99.27	0.00	99.27
51673	07/11/2013	3699	AHUMADA. GLORIA	250.00	0.00	250.00
51674	07/11/2013	3699	ANDREWS. KATHLEEN	21.00	0.00	21.00
51675	07/11/2013	3699	ANGULO. JUAN	500.00	0.00	500.00
51676	07/11/2013	3699	BRAKE. MARIA ANNABELLE	179.00	0.00	179.00
51677	07/11/2013	3699	C.W. INDUSTRIES	500.00	0.00	500.00
51678	07/11/2013	3699	COE. RICHARD	62.00	0.00	62.00
51679	07/11/2013	3699	CREWE. HYALENE	21.00	0.00	21.00

# 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>
51680	07/11/2013	3699	FACEY. MARY ANNE	30.00	0.00	30.00
51681	07/11/2013	3699	GARCIA. NEFTALI	250.00	0.00	250.00
51682	07/11/2013	3699	HANNA. GLENNA	70.00	0.00	70.00
51683	07/11/2013	3699	HARYANTO. MARCELLA	50.00	0.00	50.00
51684	07/11/2013	3699	HENDERSON. CARRIE	250.00	0.00	250.00
51685	07/11/2013	3699	JIMENEZ. MARTHA LAURA	250.00	0.00	250.00
51686	07/11/2013	3699	KENNON. GERRY	250.00	0.00	250.00
51687	07/11/2013	3699	KNOLES. MAGGIE	27.00	0.00	27.00
51688	07/11/2013	3699	KODIS. JACOLYN	194.00	0.00	194.00
51689	07/11/2013	3699	PERKINS. DANYA	25.00	0.00	25.00
51690	07/11/2013	3699	PHAM. ANDY OUANG	100.00	0.00	100.00
51691	07/11/2013	3699	ROSS. KRISTINA	365.00	0.00	365.00
51692	07/11/2013	3699	STIBAL. ERIN	95.00	0.00	95.00
51693	07/11/2013	3699	TOSCANO. CAROLYN	250.00	0.00	250.00
51694	07/11/2013	3699	TRIEBER. NICHELE	250.00	0.00	250.00
51695	07/11/2013	3699	TULL. JAMES	53.00	0.00	53.00
51696	07/11/2013	3699	VASQUEZ. PATRICIA	250.00	0.00	250.00
51697	07/11/2013	3699	VEGA. SOCORRO	250.00	0.00	250.00
<b>Totals:</b>				<u>97,730.10</u>	<u>0.00</u>	<u>97,730.10</u>

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

## **COUNCIL AGENDA**

July 23, 2013

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

**SUBJECT:** Designation of Voting Delegate for League Annual Conference

### **STATEMENT OF FACTS**

The League of California Cities will hold its Annual Conference from September 18 through 20, 2013. The Annual Business Meeting portion of the conference will be held on the afternoon of September 20th. League bylaws require that the City Council designate a representative and alternate to vote on behalf of the City of Lakewood at the Annual Business Meeting.

### **RECOMMENDATION**

It is recommended that the City Council appoint Lisa Rapp to represent the City as the delegate for voting purposes at the League Annual Business Meeting.

Howard L. Chambers  
City Manager



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

## COUNCIL AGENDA

July 23, 2013

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

**SUBJECT:** Transfer of Fume Alert Kits to the Los Angeles County Sheriff's Department

### INTRODUCTION

On June 28, 2013, the city purchased two Fume Alert kits from Bird Barrier. Fume Alert is a portable intrusion alarm system for monitoring the status of a fumigation and deterring intruders. The system uses wireless infrared motion sensors to detect movement within property that has been tented for fumigation. It sends notice of the detected motion using SMS text messages.

### STATEMENT OF FACTS

Cities throughout Los Angeles County are experiencing a new trend in burglary. Buildings, mostly single family residences, are targeted while tented for fumigation. The suspects typically enter the location by cutting the tent at the rear of the home or business, several hours after the gas has been disseminated. They are able to spend considerable time searching for property with little concern of being caught.


The Fume Alert kit provides law enforcement agencies the ability to monitor motion within a tented building through their dispatch center. If a sensor is activated, a message is sent directly to the dispatcher, who can immediately advise field units. Sheriff deputies can be on scene within minutes of the activation.


The Los Angeles County Sheriff's Department is working closely with fumigation companies on identifying homes scheduled for this service. Based on that information, sheriff personnel contact the property owner, offering the use of the Fume Alert kit. The property owner signs a Los Angeles County Sheriff's Department Release and Indemnification Agreement and prior to tenting, the equipment is placed in their property by sheriff's personnel.

Over the years, the City Council has donated equipment to the Los Angeles County Sheriff's Department. Staff is proposing the city donate the two Fume Alert kits for exclusive use in Lakewood homes and businesses. By transferring ownership to the Department, it eliminates any need for City administration and releases us from any maintenance or liability related to the equipment.

### RECOMMENDATION

It is recommended that the City Council donate the two Fume Alert kits to the Los Angeles County Sheriff's Department, specifically the Lakewood Sheriff's Station, for exclusive use by Team Lakewood in deterring crime.

Carol Flynn Jacoby   
Deputy City Manager

Howard L. Chambers   
City Manager

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**COUNCIL AGENDA**

July 23, 2013

**TO:** The Honorable Mayor and City Council**SUBJECT:** Monthly Report of Investment Transactions**INTRODUCTION**

In accordance with California Government Code Section 53607, the City Council has delegated to the City Treasurer the responsibility to invest or to reinvest funds, or to sell or exchange securities so purchased.

The California Government Code Section 53607 requires that, if such responsibility has been delegated, then the Treasurer “shall make a monthly report of those transactions to the legislative body.” In compliance with this requirement, the Monthly Report of Investment Transactions is being rendered to be received and filed.

**STATEMENT OF MONTHLY ACTIVITY**

<u>Date</u>	<u>Amount at Cost</u>	<u>Vehicle</u>	<u>Transaction</u>
05-01-2013	\$ 51,710.79	TREAS	Sell
05-01-2013	\$ 315,154.38	TREAS	Sell
05-10-2013	\$ 859,689.58	FNMA	Sell
05-10-2013	\$ 852,811.10	TREAS	Purchase
05-11-2013	\$ 2,531.25	CORP	Interest 0.75%
05-14-2013	\$ 375,461.56	FNMA	Sell
05-14-2013	\$ 384,842.15	CORP	Purchase
05-15-2013	\$ 6,850.00	TREAS	Interest 1.0%
05-18-2013	\$ 272.15	CD	Interest 0.358%
05-22-2013	\$ 428,673.28	TREAS	Sell
05-22-2013	\$ 1,264,189.67	TREAS	Purchase
05-23-2013	\$ 832,664.25	CD	Sell
05-23-2013	\$ 8,000,000.00	LAIF	Deposit
05-24-2013	\$ 2,014,852.38	TREAS	Sell
05-24-2013	\$ 2,001,586.55	TREAS	Purchase
05-25-2013	\$ 2,812.50	FHLMC	Interest 0.75%
05-27-2013	\$ 762.50	FNMA	Interest 0.5%
05-29-2013	\$ 862.50	CORP	Interest 0.75%
05-29-2013	\$ 1,375.00	CORP	Interest 1.1%
05-30-2013	\$ 1,000,000.00	LAIF	Withdrawal
05-31-2013	\$ 1,890.63	TREAS	Interest 1.375%
05-31-2013	\$ 8,112.50	TREAS	Interest 1.375%
05-31-2013	\$ 3.73	CAMP	Interest 0.1%
05-31-2013	\$ 57.72	CAMP	Interest 0.1%
06-01-2013	\$ 678.75	CORP	Interest 0.45%
06-01-2013	\$ 893.75	MUNI	Interest 0.65%
06-06-2013	\$ 1,197.08	CD	Interest 0.51%
06-13-2013	\$ 500,000.00	LAIF	Withdrawal

Monthly Report of Investment Transactions  
July 23, 2013  
Page Two

06-15-2013	\$ 2,000.00	TREAS	Interest 0.25%
06-18-2013	\$ 262.18	CD	Interest 0.353%
06-20-2013	\$ 300,000.00	LAIF	Withdrawal
06-21-2013	\$ 984.38	FNMA	Interest 0.375%
06-26-2013	\$ 1,187.50	CORP	Interest 0.95%
06-27-2013	\$ 2,000,000.00	LAIF	Withdrawal
06-29-2013	\$ 1,543.75	CORP	Interest 0.95%
06-30-2013	\$ 18,687.50	TREAS	Interest 3.25%
06-30-2013	\$ 29,656.25	TREAS	Interest 3.25%
06-30-2013	\$ 12,593.75	TREAS	Interest 3.25%
06-30-2013	\$ 3.49	CAMP	Interest 0.1%
06-30-2013	\$ 54.01	CAMP	Interest 0.1%

**STAFF RECOMMENDATION**

It is recommended that the City Council receive and file the Monthly Report of Investment Transactions rendered for the months of April and May 2013.



Diane Perkin  
Director of Administrative Services

Howard L. Chambers  
City Manager



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## **COUNCIL AGENDA**

July 23, 2013

**TO:** Honorable Mayor and City Council

**SUBJECT:** Memorandum of Understanding

### **INTRODUCTION**

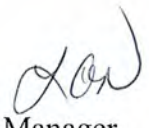
The current Memorandum of Understanding between the City and the Lakewood City Employees Association (LCEA) expired on June 30, 2013 and an updated agreement has been reached to replace it that will be in effect from July 1, 2013 to June 30, 2014.


### **STATEMENT OF FACTS**

Pursuant to the terms and provisions of the Meyers-Milias-Brown Act, the City Council through its authorized representatives have met at reasonable times and places with the Lakewood City Employees Association (LCEA) for the purpose of conferring regarding matters within scope of representation, including wages, hours and other terms and conditions of employment. Said meetings have been conducted and said parties have conferred in good faith and an agreement has been reached. The terms and conditions of employment negotiated with LCEA impact the classification and compensation plan of General or Miscellaneous Employees, Supervisory and Junior Administrative Employees, Management and Administrative Officers, Executive Management Officers, and Part-time Employees (Schedule A and B).

### **RECOMMENDATION**

Staff recommends the City Council approve a successor memorandum of understanding between the City of Lakewood and the Lakewood City Employees Association (LCEA) and adopt a revised classification and compensation plan for all City officers and employees.

Lisa Novotny   
Assistant City Manager

Howard L. Chambers   
City Manager

RESOLUTION NO. 2013-29

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD AMENDING RESOLUTION NO. 2002-38 PERTAINING TO EMPLOYEE BENEFITS AND THE CLASSIFICATION AND COMPENSATION OF CITY OFFICERS AND EMPLOYEES, AND ESTABLISHING EMPLOYEE BENEFITS, DEFINING THE CONDITIONS AND HOURS OF EMPLOYMENT, AND ADOPTING A CLASSIFICATION AND COMPENSATION PLAN FOR CITY OFFICERS AND EMPLOYEES

WHEREAS, the Lakewood City Council heretofore adopted Resolutions No. 2003-38, 2003-69, 2004-35, 2005-24, 2006-34, 2007-25, 2008-32, 2009-24, 2010-30, 2011-33 and 2012-29 amending Resolution No. 2002-38 pertaining to Employee Benefits and the Classification and Compensation of City Officers and Employees; and

WHEREAS, Resolution 2012-29 approved a Memorandum of Understanding entered into between the Lakewood City Employees Association and the City Council's representatives effective for the period July 1, 2012 through June 30, 2013; and

WHEREAS, pursuant to the terms and provisions of the Meyers-Milias-Brown Act and Resolution 74-82, the City Council through its authorized representatives have met at reasonable times and places with the recognized employee organization for the purpose of conferring regarding matters within scope of representation, including wages, hours and other terms and conditions of employment; and

WHEREAS, said meetings have been conducted and said parties have conferred in good faith and an agreement has been reached; and

WHEREAS, the representatives of the City Council have made and entered into a memorandum of understanding with the Lakewood City Employees Association, and have recommended the same be approved by the City Council; and

WHEREAS, representatives of said employee organization have requested that the City Council approve said memorandum of understanding as a binding contract of the city and said employee organization; and

WHEREAS, on August 19, 2011, the California Public Employees Retirement System adopted Title 2 of the California Code of Regulations, Section 570.5 to further define those items of compensation which will be included in a member's compensation for purposes of determining the member's retirement allowance and to clarify existing law which limited pay rates to amounts set forth on a publicly available pay schedule;

WHEREAS, the Lakewood City Council heretofore adopted Resolution No. 2010-21 implementing section 414(h)(2) Internal Revenue Code by making employee contributions pursuant to California Government Code section 20691 to the Public Employees' Retirement System on behalf of all of its employees who are members of the Public Employees Retirement System;

WHEREAS, the Lakewood City Council heretofore adopted Resolutions No. 2008-76, 94-62 and 77-75 stipulating and reaffirming that the City has elected to pay member contributions to CalPERS as compensation;

WHEREAS, the Lakewood City Council heretofore adopted Resolutions No. 2001-73 and 2005-16 authorizing establishment of supplemental retirement plans administered by Phase II Systems, PARS Trust Administrator;

WHEREAS, the Lakewood City Council entered into a contract effective February 1, 1955 as amended effective November 1, 1962, January 5, 1979 and August 22, 1999 to provide pension benefits for all eligible employees;

WHEREAS, the Memorandum of Understanding, attached hereto for the year 2013-2014 along with this resolution shall constitute the City of Lakewood employee benefits, definitions and conditions of hours of employment and the classification and compensation plans for all city officers and employees within the classified service;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lakewood as follows:

SECTION 1. Resolution No. 2002-38 and its amendments Resolution No. 2003-38, 2003-69, 2004-35, 2005-24, 2006-34, 2007-25, 2008-32, 2009-24, 2010-30, 2011-33 and 2012-29 pertaining to Employee Benefits and Classification are hereby repealed.

SECTION 2. All other recitals hereto remain in full force and effect.

SECTION 3. The Memorandum of Understanding as specified in Attachment "A" attached, and hereby affirmed.

SECTION 4. Except as otherwise provided by resolution or ordinance, the classification and compensation plan of city officers and employees shall be in accordance with Attachment "B" attached hereto and made a part hereof as though set forth in full. For the purposes of said classification and compensation plan the following definitions shall apply:

*A. Executive Management Officers* shall mean the City Manager, Assistant City Manager, Deputy City Manager and all department directors.

*B. Management and Administrative Officers* shall mean employees appointed as assistant directors, superintendents and managers who directly assist the head of a department.

*C. Supervisory and Junior Administrative Employees* are employees appointed as supervisors, professionals, analysts, specialists, program coordinators and community conservation representatives.

*D. General or Miscellaneous Employees* shall mean all other employees appointed to a position in the classified service.

SECTION 5. Nonclassified Officers and Employees. Except where otherwise provided in resolution or ordinance, the compensation and benefits for all other officers and employees, including part time, temporary, emergency and seasonal employees, shall be governed by a separate resolution.

#### SECTION 6. Employee Benefits and Duties

##### A. Attachment "A."

Employee benefits and terms and conditions of employment are hereby established as those set forth in Attachment "A" for all city officers and employees set forth in Attachment "B", except where otherwise provided in this resolution.

##### B. Attendance to Duty.

All officers and employees shall be in attendance at their official duties and place of work as required by this resolution or any ordinance or resolution of the city, or in accordance with the direction of the department head or City Manager. Failure on the part of any employee, absent without leave or notification to return to duty within 24 hours shall be cause for immediate discharge.

##### C. Hours and Days of Work.

The normal workweek for all officers and employees in the classified service shall be considered as forty (40) hours. Unless otherwise specified, each employee's regular reoccurring workweek shall be deemed to begin at the midpoint of the employee's work shift on Fridays. Those with alternative workweeks are prescribed herein. Any changes in a non-exempt employee's workweek shall be made prospectively and must be approved in writing by the Human Resources Manager.

<u>Position Title</u>	<u>Department</u>	<u>Workweek Begins</u>
Centre AV Technician	Administration	Monday, 12:01 AM
Park Maintenance Worker (Centre)	Recreation and Community Services	Sunday, 12:01 AM
Maintenance Electrician (1)	Public Works	Monday, mid-shift
Media Operations Specialist I	Administration	Monday, 12:01 AM
Parking Control Officer (2)	Administrative Services	Monday, 12:01 AM
Sr. Park Maintenance Worker (Centre)	Recreation and Community Services	Sunday, 12:01 AM

##### D. Fair Labor Standards Act - Exemptions

The Fair Labor Standards Act (FLSA) is a federal law which requires that most employees be paid at least the federal minimum wage for all hours worked and overtime pay at time and one-half the regular rate of pay for all hours worked over 40 hours in a workweek. Section 13(a)(1) of the FLSA, provides an exemption from both minimum wage and overtime pay for employees employed as bona fide executive, administrative, professional and outside sales employees. Section 13(a)(1) and Section 13(a)(17) also exempt certain computer employees. To qualify for

exemption, employees generally must meet certain tests regarding their job duties and be paid on a salary basis at not less than \$455 per week. In order for an exemption to apply, an employee's specific job duties and salary must meet all the requirements of the Department's regulations.

### Salary Basis Requirement

Being paid on a "salary basis" means an employee regularly receives a predetermined amount of compensation each pay period on a weekly, or less frequent, basis. The predetermined amount cannot be reduced because of variations in the quality or quantity of the employee's work. Subject to exceptions listed below, an exempt employee must receive the full salary for any workweek in which the employee performs any work, regardless of the number of days or hours worked. Exempt employees do not need to be paid for any workweek in which they perform no work. If the city makes deductions from an employee's predetermined salary, i.e., because of the operating requirements of the business, that employee is not paid on a "salary basis." If the employee is ready, willing and able to work, deductions may not be made for time when work is not available.

### Circumstances in Which the City May Make Deductions from Pay

The city has a recognized practice of allowing partial-day deductions from the pay of exempt employees for reasons of public accountability. In accordance with the city's practice, deductions from pay are permissible:

1. when an exempt employee is absent from work for personal reasons other than sickness or disability;
2. for absences due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing compensation for salary lost due to illness;
3. to offset amounts employees receive as jury or witness fees, or for military pay; or
4. for unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions as provided for in Section 16.0 of the Personnel Rules, Regulations and Procedures.

Also, the city is not required to pay the full salary in the initial or terminal week of employment; for penalties imposed in good faith for infractions of safety rules of major significance, or for weeks in which an exempt employee takes unpaid leave under the Family and Medical Leave Act. In these circumstances, either partial day or full day deductions may be made.

### City Policy

It is the city's policy to comply with the salary basis requirements of the FLSA. Therefore, all managers of the city are prohibited from making any improper deductions from the salaries of exempt employees. The city does not allow deductions that violate the FLSA.

### What To Do If An Improper Deduction Occurs

If an employee believes that an improper deduction has been made to his or her salary, the employee should immediately report this information to his or her direct supervisor, or to the Human Resources Manager.



Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, the affected employee will be promptly reimbursed for any improper deduction made.

#### FLSA Exempt Employees

The positions designated as exempt from FLSA overtime provisions are those categorized as executive management, management and administrative officers, and supervisory and junior administrative officers and employees, excluding the following: Community Conservation Representative.

#### E. Mileage

When authorized, city officers and employees shall receive mileage reimbursement in an amount equivalent with the Internal Revenue Service standard mileage rate to cover the use by them in City business of their personal vehicles while performing official duties. An itemized statement on a form provided by the Director of Administrative Services shall be submitted for approval by the City Manager.

Supervisory and Junior Administrative officers and employees shall be paid the aforementioned mileage allowance and, in addition, shall receive a monthly auto allowance of \$85.00 per month for the use of their vehicle in performance of City duties, except Community Services Coordinators who shall receive a monthly auto allowance of \$135.00 per month for the use of their vehicle in performance of City duties.

Management and Administrative officers shall, in lieu of said mileage reimbursement, receive an automobile allowance of \$245.00 per month for the use of their vehicle in performance of City duties.

The following officers and employees may be assigned use of a city vehicle in performance of City duties in lieu of any monthly auto allowance.

- Parks Superintendent
- Water Operations Superintendent
- Water Distribution Supervisor
- Facilities Maintenance Supervisor
- Fleet Manager
- Tree and Hardscape Supervisor
- Environmental Resources Supervisor

All employees shall receive mileage reimbursement for actual and necessary use of their private vehicles to attend authorized meetings and seminars fifty (50) miles or more from Lakewood, provided the cost of alternative transportation (i.e., airfare, vehicle rental) is more than the City mileage expense.

#### F. Administrative Leave

Those persons holding a position in the categories heretofore designated as Executive Management Officers, Management and Administrative Officers and Supervisory and Junior Administrative Officers are eligible to receive administrative leave as follows:

- 1) Executive Management Officers – up to a maximum of 64 hours per fiscal year;
- 2) Management and Administrative Officers and Supervisory and Junior Administrative Officers – up to a maximum of 48 hours per fiscal year;

Nothing herein shall be construed as an absolute right to administrative leave, the granting of the same being discretionary with the department head or City Manager, both as to eligibility and the time for exercising said administrative leave. Payments for any earned and unused administrative leave at the end of the fiscal year shall be computed at the employee's regular rate of pay for the past pay period ending and paid in June of each year and distributed as follows. No such person, however, shall be eligible for any such cash payment that is not an employee of the city at the end of the fiscal year.

- 1) Executive Management Officers – distributions for all unused administrative leave shall be made to the employee's 401(a) Plan account;
- 2) Management and Administrative Officers and Supervisory and Junior Administrative Officers – distributions for all unused administrative leave shall be based upon age. Until age 40, payments shall be made in cash to eligible employees. Payments made after the employee has achieved age 40 shall be paid 33% to the employee's 401(a) Plan account and 67% in cash; after age 45, annual distribution shall be 67% to the employee's 401(a) Plan account and 33% to employee in cash; and after age 50, the entire administrative leave payment shall be deposited in the employee's 401(a) Plan account.

Administrative Leave Payoff at Termination: Upon termination, whether or not concurrently retiring under CalPERS, benefits shall be paid to the employee's 401(a) Plan account as follows:

- 1) Executive Management Officers shall receive a lump sum amount equal to the number of hours of administrative leave accrued at termination of employment multiplied by the 401(a) Plan Participant's Hourly Pay Rate at the time of termination.
- 2) Management and Administrative Officers and Supervisory and Junior Administrative Employees who are separating, but not retiring shall receive a lump sum amount equal to the sum of administrative leave and compensatory time accrued at termination of employment multiplied by the 401(a) Plan Participant's Hourly Rate of Pay at the time of termination.

#### G. Executive Management Compensation

The provision of this resolution relating to assignment of officers and employees to pay rate steps and to pay step advancement shall apply to Executive Management Officers in the Wage, Salary and Classification Plan attached herein. Said officers and employees shall be reviewed by the City Manager and placed at a level of compensation within the applicable salary schedule which has been designated by this resolution for said officer of the employee's position for the first pay period ending in July.

Executive Management Officers are also entitled to a merit pay/performance bonus annually on July 1st not to exceed a total of six percent (6%) in any six (6) month period and a total of eight percent (8%) in any twelve (12) month period provided they have met the performance goals and objectives set for them by the City Manager.

#### H. Compensatory Time for Supervisory and Junior Administrative Employees

Supervisory and exempt Junior Administrative employees shall be compensated for time worked in excess of forty (40) hours in their normal workweek at the rate of one hour of compensatory time off for each one hour worked. Non-exempt Junior Administrative employees shall be compensated for time worked in excess of forty (40) hours in their normal workweek at the rate of one and one-half hours of compensatory time off or overtime pay for each one hour worked. Executive Management, Management and Administrative Employees shall not be compensated for overtime hours worked.

Notwithstanding any provision of this section to the contrary, all overtime must be approved by the department head prior to being worked, except in the case of an emergency, which shall be reported to the City Manager on the next day of work following the emergency for the City Manager's approval. No credit shall be given to exempt employees for less than one-half ( $\frac{1}{2}$ ) hour of overtime or to non-exempt employees for less than ten (10) minutes of overtime worked in any workweek.

Compensatory Time for "Gatekeeper" Services - Supervisory and Junior Administrative Employees shall be compensated for time worked as "gatekeepers" at the rate of nine hours of gatekeeper compensatory time (GCT) earned for each weekly rotation served. Service as gatekeeper requires the employee to be available by portable electronic communication device during all off-duty hours of their gatekeeping rotation period to respond to city emergency situations occurring outside of the city's regular business hours. The assignment of employees to the rotating gatekeeping schedule shall be approved by the department head.

Compensatory Time accumulation shall not exceed sixty (60) unused compensatory time-off hours at any one time except during the three month period prior to payoff the maximum accumulation may not exceed 40 hours. All compensatory time off shall be taken within the fiscal year earned, or will be paid in cash at the end of the second pay period in June with the exception of compensatory time earned after the second pay period in June, which will be carried over into the next fiscal year. At that time, up to 20 hours of accumulated compensatory time will be paid in cash to the employee with any remaining hours deposited into the employee's 401(a) Plan account. At separation, all payment for accrued compensatory time off hours will be deposited into the employee's 401(a) Plan account.

Accumulated compensatory time off may be taken by an employee upon reasonable notice and prior approval of the department head. Nothing herein is intended to limit or restrict the authority of the city to require any employee to perform overtime or gatekeeper work.

For the purposes of this section, the following positions are non-exempt Supervisory and Junior Administrative employees: Community Conservation Representative.

## I. Reservation of City Rights

Whenever any right is reserved to the city by this resolution or memorandum of understanding, said right may be exercised by the City Manager under the direction and/or control of the City Council.

## J. Declared Disaster Pay Policy for Exempt Employees

In the event that a disaster or a state of emergency is declared in accordance with Ordinance 74-3, "exempt" employees (under FLSA) shall be compensated for overtime hours that they work as official emergency workers. Similarly, in the event that a disaster or a state of emergency that affects the City of Lakewood is declared by the County of Los Angeles, the State of California or the Federal Government, "exempt" employees shall be compensated for the overtime hours they work as official emergency workers. This emergency overtime shall be paid at an hourly rate equal to their currently monthly base salary divided by 173.33. "Emergency Overtime" shall be paid only for those hours actually worked in excess of forty (40) hours during their normal workweek.

## K. Supplemental Retirement Savings Plans

The Director of Administrative Services is hereby authorized to make all necessary payroll withholdings, deposits and leave conversions as authorized by the Defined Contribution and Defined Benefit Supplemental Retirement Savings Plans as established in Resolutions No. 2001-73 and 2005-16.

## L. Vacation Compensation

No Executive Management Officer shall accumulate vacation leave beyond 160 hours or their December 31, 2001 balance, whichever is greater. No Management or Administrative Officer or Supervisory or Junior Administrative Employee shall accumulate vacation leave beyond 270 hours or their December 31, 2001 balance, whichever is greater.

Employees' vacation leave accruals shall be capped as follows. At the end of any pay period, each employee shall have deposited by the City into their 401(a) Plan account a defined contribution amount equal to the product of their rate of pay times their current bi-weekly vacation accumulation entitlement in excess of their accrual cap.

- 1) Executive Management Officers – 160 hours
- 2) Management and Administrative Officers and Supervisory and Junior Administrative Employees – 270 hours

## M. Longevity Pay

Employees shall receive annual lump sum longevity payments beginning at the completion of their 10<sup>th</sup> year of City service. Eligibility for longevity lump sum payments shall be certified by the City Manager or his designee to the Director of Administrative Services. The longevity lump sum payments shall be at the rate of 1% of annual salary on achieving 10 years of service and each year thereafter for years 11, 12, 13, and 14. Upon completing 15 years of cumulative service the rate will be increased to 2% of annual salary and continue at the rate for years 16, 17,

18, and 19. Upon reaching 20 years of service, the rate will increase to 2.5% and be paid at that rate for each year of full-time service thereafter. Annual salary, for the purposes of this section, shall be calculated at the employee's current rate of pay in their regular position on the date in which eligibility is achieved. Employee's eligibility date shall be the effective date of regular full-time employment as it appears on the employee's Personnel Action Form prepared at the time of appointment.

Longevity lump sum payment shall be paid on the next regular payday after the pay period in which the eligibility date falls and shall be distributed as follows:

- 1) Executive Management Officers – their entire annual longevity payment shall be deposited into their 401(a) Plan account;
- 2) Management and Administrative Officers and Supervisory and Junior Administrative Employees – they shall receive lump sum payments for years 10, 11, 12, 13, and 14. Beginning with year 15 and continuing through year 19, employees shall have 1% of annual salary paid in cash to the employee and 1% deposited in the employee's 401(a) Plan account. Beginning with year 20 and thereafter 1% of annual salary shall be paid in cash to the employee and 1.5% of annual salary shall be deposited into the employee's 401(a) Plan account.

If an employee, after establishing a right to longevity lump sum payment, should be terminated prior to his or her eligibility date in any subsequent year by reason of death, an industrial accident disability rating of 50% or more, illness, or a non-industrial accident preventing discharge of normal duties, said employee shall receive his pro rated share of such longevity lump sum payment to the date of termination.

#### N. Sick Leave Accumulation and Payoff

Employees shall accrue eligibility for sick leave on the basis of eight (8) hours per month up to a maximum accumulation of either 240, 320 or 350 hours. Employees shall elect their sick leave accumulation cap at the time of appointment and may increase their cap to a higher level. Employees may not elect to decrease their cap. On the last payday each November, employees will be paid in cash for any accumulated and unused sick leave in excess of their elected cap on accumulation at the rate of sixty percent (60%) of said excess. Said cash payment shall be at the employee's rate of pay as of the payday immediately preceding the last payday in November.

Executive Management Officers shall receive 50% of any sick leave payoff they are entitled to in cash and the remaining 50% of their payoff shall be deposited into their 401(a) Plan account.

Payoff at Retirement: City will provide sick leave payoff to employees retiring directly from City service under the Public Employees' Retirement System based on the following formula:

- 1) Retiring employee will be paid for sick leave hours accrued during the calendar year of the retirement in excess of 240 hours at the rate of fifty percent (50%) of those hours.
- 2) Retiring employee will be paid for unused sick leave hours accrued prior to the calendar year in which he/she is terminating at the rate of 25% to a maximum of 60 paid hours.

All sick leave hours paid upon separation for an Executive Management Officer, Management and Administrative Officer, or Supervisory and Junior Administrative Employee shall be deposited in the employee's 401(a) Plan account.

O. Long Term Disability Insurance

The City shall pay the premium and shall select and administer a Long Term Disability insurance plan. The benefit shall be 66% of maximum monthly base earnings up to \$8,000 and the elimination period shall be 60 days.

SECTION 7. All funds necessary to carry out the provisions of this resolution are hereby appropriated to the proper budgetary account. The compensation provided in Attachment "B" shall be effective June 26, 2011, as to all affected employees in the City's service on that date.

ADOPTED AND APPROVED THIS 23RD DAY OF JULY 2013.

\_\_\_\_\_  
Mayor

ATTEST:

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

**MEMORANDUM OF UNDERSTANDING**  
**Between the**  
**City of Lakewood**  
**and the**  
**Lakewood City Employees Association**  
**FY 2013 - 2014**

**ARTICLE 1. RECOGNITION**

Pursuant to the provisions of Employee Relations Resolution No. 74-82 of the City of Lakewood, the City of Lakewood (hereinafter called the "City"), has recognized the Lakewood City Employees Association (hereinafter called the "Association"), as the formally recognized employee organization for the purpose of meeting its obligations under the Meyers-Milias-Brown Act, Government Code Section 3500, et seq., and the Employer/Employee Relations Resolution when City rules, regulations or laws affecting wages, hours and other terms and conditions of employment are amended or changed.

**ARTICLE 2. NON-DISCRIMINATION**

**Section 1.** The parties mutually recognize and agree to protect the rights of all employees hereby to join and/or participate in protected Association activities, or to refrain from joining or participating in protected activities in accordance with the Employee Relations Resolution and Government Code Sections 3500 to 3511.

**Section 2.** The City and the Association agree that the provisions of this agreement shall be applied equally to all employees without discrimination because of race, color, ancestry, sex, marital status, age (over 40), medical condition, physical disability, mental disability, sexual orientation, national origin, political affiliation, religious creed or other legally protected classification. The City and the Association shall reopen any provision of this Agreement for the purpose of complying with any final order of a Federal or State agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this Agreement in compliance with State or Federal anti-discrimination laws.

**Section 3.** Whenever the masculine gender is used in this Memorandum of Understanding, it shall be understood to include the feminine gender.

**ARTICLE 3. PROBATIONARY PERIOD**

**Section 1.** All regular appointments, including promotional appointments, shall be for a period of not less than six months and may be extended by the Department Head with the approval of the City Manager for two additional three month periods.

**Section 2.** During the probationary period any employee, other than a promotional probationary employee, may be terminated with or without cause and shall not be subject to review except where the employee is accused of dishonesty, immorality, corruption, excessive force, sexual misconduct, theft, disloyalty to the government, association with subversive governments, substance abuse or racism. Where a probationary employee is to be terminated for one of the reasons set forth above, and if the employee denies the charges, he/she shall be entitled to notice and an opportunity to clear his/her name before the decision to terminate is made. The name-clearing hearing shall be conducted in accordance with the procedure set forth in Section 8.6 of the Personnel Rules, Regulations and Procedures.

**Section 3.** In the event the promotional employee does not pass probation, he shall be demoted to the previous classification by the Department Head with the approval of the City Manager.

## **ARTICLE 4. BASIC COMPENSATION PLAN**

**Section 1. Wage and Salary Plan.** Effective with the first paycheck in July 2013, the City shall grant an across-the-board increase as follows: 2%

**Section 2. Application of Wage and Salary Plan.** Each employee shall be assigned by the City Manager to an appropriate classification and salary step in the Wage and Salary Plan. Thereafter, advancement in said plan shall be governed by the terms and provisions of this agreement and applicable City resolutions. In the event any employee of the City, on the date of adoption of this Wage and Salary Plan, is receiving a salary in excess of that authorized for said employee under said plan, said employee shall continue to receive said excess salary until the employee is reclassified, promoted or demoted.

The Wage and Salary Plan included in Exhibit "A" establishes the classification of employees and the range of salary for each classification on a step basis as therein set forth. Each step shall be for a period of one year of continuous service within the step except probationary employees may be advanced to the next higher step after completion of a six month probationary period.

**Section 3. Beginning Rate of Compensation.** All probationary appointments shall be at Step 1, except that on the request of the Department Head under whom the employee will serve and with the authorization of the City Manager, an employee may be placed at a higher step in the classification, provided that such exception is based on outstanding and unusual characteristics of the employee's experience and ability over and above the minimum qualifications specified for the class.

**Section 4. Step Advancement.** All advancement in the classification plan to a next higher step upon completion of the minimum length of service required for advancement shall be on a step basis. The effective date for such advancement shall be the first day of the pay period in which the employee's advancement date falls subject to approval of the City Manager. Step advancement shall be granted only on the written recommendation of the Department Head and upon the approval of the City Manager. Such advancement shall be granted for continuous and satisfactory service by the employee in the performance of duties, as set forth in the employee's class, as indicated in the employee's most recent evaluation report.

**Section 5. Employee Performance Evaluation Procedures.** Procedures for preparation, administration and approval of employee performance appraisals shall be those procedures contained in the Personnel Rules. Additionally, employees may appeal overall performance ratings of "NEEDS IMPROVEMENT" reviews to the Human Resources Manager when the review results in denial or postponement of a step increase. This appeal is not part of the grievance process and the decision of the Human Resources Manager is final. Appeals must be submitted in writing to the Human Resources Manager within ten calendar days of meeting with his or her department head as provided for in Section 15 of the Personnel Rules, Regulations and Procedures.

**Section 6. Continuous Employment.** Continuous employment, as used herein, shall include paid time off, such as vacation, sick leave and excused unpaid time off up to a maximum of four continuous months unless extended by approval of City Manager up to four additional months.

**Section 7. Promotional Procedures.** Promotional procedures shall be those contained in the Personnel Rules, Regulations and Procedures.

**Section 8. Starting Rate on Promotion.** Any employee covered by this agreement and promoted into a higher classification shall be assigned to Step 1 in the new classification or to the lowest step in the new classification that will provide an increase of at least 2.5% over the salary received immediately prior to such promotion.

**Section 9. Starting Rate on Return to Duty.** Where an employee has been separated from the City's service for not more than one year and returns to duty in the same classification, he shall be assigned to the same step in the wage and salary plan corresponding to the range and step received by said employee at the time of separation provided the City Manager has found that said separation by the employee was without prejudice to the employee's returning at a later date. The right to subsequent advancement shall be computed from the time the employee has returned to the City's service.



**Section 10. Special Merit Advancement.** The City Manager may advance an employee to a higher step in the classification plan without regard to the minimum length of service provisions where said employee has demonstrated exceptional ability and proficiency in the performance of his duties.

**Section 11. Special Compensation.** Employees may be eligible for special compensation under the terms and conditions specified below.

- (1) **Merit Pay** - In addition to the Special Merit Advancement provision in Section 10 of this article, any employee may be awarded special compensation in the amount of five percent (5%) of base salary over the last step as merit advancement, where said employee has routinely and consistently demonstrated exceptional ability and proficiency in the performance of his duties.
- (2) **Special Assignment Pay** - Senior Water Maintenance Workers shall receive special compensation in the amount of 5% of base salary when routinely and consistently assigned skilled welding duties in addition to water maintenance work.
- (3) **Longevity Pay** - Compensation for Length of Service
  - i. Effective July 1, 1997, employees shall be paid lump sum longevity payments on the achievement of 10, 15 and 20-year service milestones with the City. Eligibility for longevity lump sum payments shall be certified by the City Manager or his designee to the Director of Administrative Services.
  - ii. The longevity lump sum payments shall be at the rate of 1% of annual salary on achieving 10 years of cumulative service and each year thereafter for years 11, 12, 13 and 14. Upon completing 15 years of cumulative service the rate will be increased to 2% of annual salary and continue at that rate for years 16, 17, 18 and 19. Upon reaching 20 years of cumulative service, the rate will increase to 2.5% and be paid at that rate for each year of full-time service thereafter. When an employee completes his/her 15<sup>th</sup> year of longevity-eligible service, 1% of their 2% lump sum payment due shall be deposited in their 401(a) Plan account and 1% shall be distributed to the employee in cash payment. When an employee completes his/her 20<sup>th</sup> year of longevity-eligible service, 1.5% of the 2.5% lump sum payment due shall be deposited into their 401(a) Plan account and 1% shall be distributed to the employee in a cash payment. Employees with more than 15 years of service are eligible for this contribution. Annual salary, for the purposes of this section, shall be calculated at the employee's current rate of pay in their regular position on the date in which eligibility is achieved.
  - iii. Employee's "anniversary date" shall be the "effective date" of regular full-time employment as it appears on the employee's Personnel Action Form prepared at the time of hire.
  - iv. Longevity lump sum payments shall be paid on the next regular payday after the pay period in which the anniversary date falls.
  - v. If an employee, after establishing a right to longevity lump sum payment, should be terminated prior to his or her anniversary date in any subsequent year by reason of death, an industrial accident disability rating of 50% or more, illness, or a nonindustrial accident preventing discharge of normal duties, said employee shall receive his pro rata share of such longevity lump sum payment to the date of termination.

**Section 12. Reduction in Salary.** An employee receiving a salary at a step higher than Step 1 may be reduced for cause by one or more steps by the City Manager upon recommendation of his Department Head. Any reduction in salary which is imposed as discipline may be grieved by non-probationary employees in the same manner as other disciplinary actions.

**Section 13. Demotion.** The City Manager may demote an employee for cause to a lower classification more commensurate with the employee's qualification or capabilities. In such an event, the

employee shall be reclassified and assigned to the step in the new classification at the highest salary step that will provide a reduction in salary received immediately prior to such demotion. Any demotion which is imposed as discipline may be grieved by non-probationary employees in the same manner as other disciplinary actions.

**Section 14. Written Recommendations.** Step advancements, special merit advancements, reductions in salary, reclassifications, promotion and demotions shall be on the written recommendation of the Department Head to the City Manager and shall contain substantiating information.

**Section 15. Pay Periods.** All employees shall be paid on a bi-weekly basis in accordance with the monthly rates shown in the Wage and Salary Plan marked Exhibit "A". The bi-weekly pay period shall begin on Sunday and end on the Saturday of the following week. The pay day shall be on Thursday following the end of the pay period or the nearest day prior to the Thursday if such day should fall on a holiday.

**Section 16. Career Employees Medical Retirement Benefit.** Establishes a plan under which Lakewood employees may receive a monthly supplemental payment for the purpose of assisting qualified retirees with premium payment and co-pays on medical, dental, vision, and prescription insurance.

- (A) Eligibility requirements for the plan are:
  - (1) Employee must retire under CalPERS directly from Lakewood City Service during the term of this agreement;
  - (2) Employee must attain the age of 55 years or older and have completed at least 20 years of service, 10 years of which is immediately prior to retirement with the City of Lakewood as a full-time regular employee; or attain the age of 60 years and have completed at least 15 years of service, 10 years of which is immediately prior to retirement with the City of Lakewood as a full-time regular employee.
- (B) Subject to the cost containments below, a qualifying employee who retires during the term of this agreement shall receive a monthly defined benefit as listed below, until such time as retiree has met the insured status requirement for Medicare. Thereafter, the retiree's payment shall be reduced to the Medicare-eligible amount.
- (C) Effective July 1, 2013: eligible employees retiring under the term of this agreement will receive a career employees' medical retirement benefit at an amount equivalent to 100% of the Kaiser single employee new rate under the CalPERS plans for Pre-Medicare (\$502.40), and Medicare-coordination (\$288.37) retirees retrospectively; this benefit will increase on January 1, 2014, and each consecutive year for the term of the agreement provided that the amount of increase does not exceed 9% in any contract year. For purposes of calculating the Kaiser retiree rate, the city shall use the rate charged in Los Angeles County.
- (D) For retirees enrolled in a CalPERS medical plan, the City provided Career Employees Medical Retirement Benefit is reduced by the Public Employees Medical and Hospital Care Act (PEMHCA) minimum employer contribution. In no instance shall the total of both benefits (Career Employees Medical Retirement Benefit and PEMHCA) increase to exceed 100 percent of the single person Kaiser premium.
- (E) The City shall determine the insured status requirement of Medicare on the basis of the retiree's ability to satisfy the required social security quarters of coverage (SSQC) or government employment quarters of coverage (GEQC) necessary for Medicare Part A (Hospitalization).
- (F) In the same manner as CalPERS, qualified retirees shall receive an annual cost-of-living adjustment in their benefit not exceeding 2% annually for the duration of the retiree's eligibility. To receive the benefit, a qualifying employee shall submit certification of insurance coverage and documentation of Medicare status or eligibility at periodic intervals to be established by the City.

(G) To ensure the plan's affordability, the following cost containments are agreed to:

- (1) Maximum term of benefits paid to a qualifying employee shall be equal to the number of months of eligible Lakewood City Service prior to retirement.
- (2) Benefits shall cease if retiree receives post-retirement employment and is eligible for employer-paid medical insurance unless the retiree makes a written request to suspend benefits for the post-retirement employment period. Upon receiving this written request, the Director of Administrative Services shall bank the remaining months of the retiree's eligible Lakewood City Service years. At the end of the post-employment period and the retiree's written request for resumption of his Career Employee Medical Retirement monthly benefit, the remaining banked months will be distributed over the months remaining.

The City reserves the exclusive right to develop and implement policies for the function of administering this program in conformity to the benefit provided in this Section without further consultation with the Association.

**Section 17. Restrictions on Nepotism.** Rules governing the employment of relatives shall be those rules contained in the Personnel Rules, Regulations and Procedures.

## **ARTICLE 5. OVERTIME AND COMPENSATORY TIME**

The City shall pay overtime for all hours worked in excess of 40 hours in one work week. "Hours worked" will be calculated as provided for by the Fair Labor Standards Act, 29 U.S.C. SS 201, et seq. "Hours worked" do not include time for which persons are compensated, but do not actually work, except for holiday pay.

- (A) Employees covered by this agreement shall be compensated for authorized overtime at the rate of one and one-half (1 ½) times their equivalent hourly rate of pay.
- (B) Notwithstanding any provision of this section to the contrary, all approval for overtime must be requested and granted prior to working said overtime, except in the case of any emergency which shall be reported to the City Manager on the next day of work for the City Manager's approval.
- (C) Use of compensatory time in lieu of overtime pay shall be as follows:
  - (1) Accumulated compensatory time off may be taken by an employee at times approved by the Department Head and authorized by the City Manager, with due consideration given the wishes of the employee and needs of the service performed by the employee to the City.
  - (2) Any overtime earned and chosen to be taken as compensatory time off may be allowed to accumulate to be taken as compensatory time off at a later date. Accumulated and unused compensatory time off will be paid off at the end of the second pay period in June. Said accumulation shall not exceed 60 hours at any one time except during the three month period prior to pay-off when maximum accumulation shall remain at 40 hours. Compensatory time off is subject to the same approval process as used for granting vacation time. All compensatory time off shall be taken within the fiscal year earned or will be paid in cash at the employee's regular rate of pay at the end of the second pay period in June, except for compensatory time earned after the second pay period in June which will be carried over into the next fiscal year.
- (D) Nothing herein is intended to limit or restrict the authority of the City to require any employee to perform overtime work.

## **ARTICLE 6. REIMBURSEMENT FOR ACTUAL AND NECESSARY EXPENSES**

Employees shall be reimbursed for their actual and necessary expenses incurred in the performance of official duty when authorized or approved by the City Manager. All claims for reimbursement shall be submitted to the City Council for approval. Said claims shall be made under oath setting forth that the expense has been actually and necessarily incurred, the date of the incurrence, an itemization of the expenses so incurred, and on the form approved by the Director of Administrative Services.

Required training and license fees for water department employees and those dealing with pesticides, as designated by the department head, will be paid.

When authorized, City officers and employees shall receive mileage reimbursement in an amount equivalent with the Internal Revenue Service standard mileage rate to cover the use by them in City business of their personal vehicle while performing official duties. An itemized statement on a form provided by the Director of Administrative Services will be submitted for approval by the City Council. Those officers and employees receiving mileage will provide to the Personnel Officer, verification that the vehicle used on city business is covered by liability and property damage insurance as required by state law, and that the employee has a valid operator's license.

## **ARTICLE 7. WORKING OUT OF CLASS**

**Section 1.** The City may work employees out of classification for up to ten consecutive working days without additional compensation.

**Section 2.** An employee shall receive acting pay at 5% above the employee's regular salary for work performed out of class on the eleventh consecutive day of working out of class and for each consecutive day thereafter that an employee works out of class.

**Section 3.** During the ten consecutive working day eligibility period before an employee is entitled to receive acting pay, absence for any reason, except absence due to a regularly scheduled holiday or a regularly scheduled day off, shall break consecutiveness and cause an employee to be ineligible to receive acting pay.

**Section 4.** The 10-day qualifying period shall be required only for the first out-of-class assignment worked in each classification during the fiscal year.

**Section 5.** The City shall retain the exclusive right to determine if an "out-of-class" status has occurred based on the range of responsibilities assigned to the affected employee.

**Section 6.** The City shall determine the necessity for appointing individuals in acting capacity to permanent status.

## **ARTICLE 8. STANDBY PAY AND CALL BACK PAY**

**Section 1. Standby Pay.** Employees who are scheduled on the standby list and who are on call and available to work shall receive one and one-half (1 ½) hours pay or compensatory time off at one and one-half (1 ½) times the employee's hourly rate of pay, for each regularly scheduled work day the employee is on standby, and three hours pay or compensatory time off at one and one-half times the employee's hourly rate of pay for standby performed on the employee's regularly scheduled days off, or holidays designated in this agreement. In addition to standby base pay, employees shall receive overtime for the number of hours actually worked.

Changes in the standby assignment of an employee must receive prior approval of the standby supervisor. All classifications will perform standby duty if assigned. Mobile electronic devices will be provided for employees designated by the Department Head as standby employees.

**Section 2. Emergency Call Back.** If an employee has left the premises of the City at the end of the employee's regular shift and is called back to work and reports for work, employee shall be paid a minimum of two hours pay at the rate of time and one-half (1 ½) of the employee's regular straight time hourly rate of

pay or the actual number of hours worked, whichever is greater.

**Section 3.** The overtime requirement, contained in Article 5, that overtime pay shall be for all hours worked in excess of 40 hours in one work week, shall not apply to Emergency Call Back or Standby.

**Section 4.** Nothing herein shall be construed to require the City to establish any standby duty for employees in any department.

## ARTICLE 9. LUNCH AND REST PERIODS

Employees shall be entitled to no more than two rest periods per day, one during the first half of the work shift and one during the second half of the work shift, not to exceed 15 minutes per period. Said rest periods shall not be cumulative. Lunch period shall be granted to all employees of at least 30 minutes per day.

## ARTICLE 10. WORK HOURS AND HOLIDAYS

**Section 1.** Holiday schedules shall be as listed below for employees working the standard 9/80 alternative work schedule, the 9/80 opposite Friday-off schedule or the standard 5/40 work schedule. Holiday schedules for employees who work a schedule other than those mentioned above will be determined by the City Manager and assigned in accordance with Section 3 below.

### Standard 9/80 Holiday Schedule

Holiday	FY 2013-2014
Independence Day	Thursday, 7/4/2013
Labor Day	Monday, 9/2/2013
Veterans Day	Monday, 11/11/2013
Thanksgiving Day	Thursday, 11/28/2013
Day after Thanksgiving	Friday, 11/29/2013
Christmas Eve Day	Tuesday, 12/24/2013
Christmas Day	Wednesday, 12/25/2013
New Year's Day	Wednesday 1/1/2014
Martin Luther King Jr. Day	Monday, 1/20/2014
President's Day	Monday, 2/17/2014
Memorial Day	Monday, 5/26/2014

### Alternate 9/80 Holiday Schedule

Holiday	FY 2013-2014
Independence Day	Thursday, 7/4/2013
Labor Day	Monday, 9/2/2013
Veterans Day	Monday, 11/11/2013
Thanksgiving Day	Thursday, 11/28/2013
Day after Thanksgiving	<b>Wednesday, 11/27/2013</b>
Christmas Eve Day	Tuesday, 12/24/2013
Christmas Day	Wednesday, 12/25/2013
New Year's Day	Wednesday 1/1/2014
Martin Luther King Jr. Day	Monday, 1/20/2014
President's Day	Monday, 2/17/2014
Memorial Day	Monday, 5/26/2014

### Regular 5/40 Holiday Schedule

Holiday	FY 2013-2014
Independence Day	Thursday, 7/4/2013
Labor Day	Monday, 9/2/2013
Veterans Day	Monday, 11/11/2013
Thanksgiving Day	Thursday, 11/28/2013
Day after Thanksgiving	Friday, 11/29/2013
Christmas Eve Day	Tuesday, 12/24/2013
Christmas Day	Wednesday, 12/25/2013
New Year's Day	Wednesday 1/1/2014
Martin Luther King Jr. Day	Monday, 1/20/2014
President's Day	Monday, 2/17/2014
Memorial Day	Monday, 5/26/2014

**Section 2.** In order to be eligible to receive holiday pay, an employee must have worked or be on paid leave of absence on the employee's regularly scheduled day before and regularly scheduled day after the holiday. Should an employee fail to work the employee's regularly scheduled day before and after the holiday, or is not on paid leave of absence on either of those days, the employee shall not be entitled to holiday pay.

**Section 3.** Where an employee's regular day off falls on a paid holiday, the employee shall receive the equivalent day off (not to exceed 9 hours) on the preceding or succeeding regularly scheduled workday.

## ARTICLE 11. VACATION

**Section 1. Accrual.** Employees occupying full time, regular positions shall be credited with vacation time on a monthly basis in accordance with the following:

Years of Continuous Service	Hours Credited per Months of Service	Maximum Hours Accumulation
0-3	89/12	160 hours
4-15	129/12	240 hours
15-plus	169/12	240 hours

**Section 2.** It is the intent that vacation time be used in time increments sufficiently long to permit the employee an adequate period of rest. The use of vacation time in less than weekly increments is discouraged. In no event may vacation be taken in increments of less than one working hour or for a period exceeding the number of credited vacation hours when said absence is at employee's request. However, up to nine hours of vacation leave may be scheduled in hourly increments at employee's request provided reasonable advance notice is tendered to supervisor in standard method provided that such use does not unreasonably impact the effectiveness of the work unit.

**Section 3.** Earned and accrued vacation leave shall not be taken during an employee's first 12 months of service. Any employee whose employment is terminated shall be paid for all unused vacation accumulated to the date of termination.

Vacation shall be taken at times approved by the Department Head and authorized by the City Manager with due consideration given to the wishes of the employee and needs of the service performed by the employee to the City.

**Section 4.** No employee shall be permitted to work for the City for compensation during his vacation unless approved by the City Manager.

**Section 5.** Any holidays falling within an employee's vacation shall not be charged as vacation. However, any extension of vacation time by the number of holidays shall be subject to approval of the employee's Department Head.

**Section 6.** The City Manager has authority to pay for excess vacation if it is to the advantage of the service.

**Section 7.** Terminated employees rehired after 30 days or more will earn vacation as a new hire.

**Section 8. Vacation Accumulation, Defined 401(a) Contribution, Defined 401(a) Benefit.** Employees with a total of 240 or more accumulated vacation hours shall meet with their supervisor by January 31 of each year with the goal of discussing with the employees the "reasonable feasibility" of discharging their annual allotment of additional vacation hours in the subsequent 12-month period.

- (A) **Vacation Accumulation.** Effective January 1, 2002, employees shall not accumulate vacation leave beyond 240 hours. Employees with balances in excess of 240 hours may continue to use these hours, but shall not accrue additional vacation hours until their balance drops below 240 hours.
- (B) **401(a) Defined Contribution.** Employees with accumulated leave balance in excess of 240 hours shall receive a defined contribution to their 401(a) account; no change is made to employees' entitlement to accumulate vacation leave up to 240 hours. Employees with a vacation leave balance of 240 hours or more at the end of any pay period shall have deposited by the City into their 401(a) Plan account, a defined contribution equal to their rate of pay times their current bi-weekly vacation accumulation entitlement.
- (C) **401(a) Defined Benefit.** Upon separation from City service, payment for all accrued and unused vacation hours shall be deposited into the employee's 401(a) defined benefit Plan account.

## ARTICLE 12. SICK LEAVE

Sick leave with pay shall be granted to all City employees covered by the Agreement as provided in this section. Sick leave shall not be considered as a right to which an employee is entitled at his discretion, but means and includes an approved absence from employment because of actual sickness or disability. Sick leave shall be approved by the Department Head and the City Manager.

- (A) **Accrual.** Employees shall accrue eligibility for sick leave on the basis of eight hours per month up to a maximum accumulation of either 240, 320 or 350 hours. Employees shall elect their sick leave accumulation cap at the time of appointment and may increase their cap in accordance with Section (B) (2) of this article. Employees may not elect to decrease their cap.
- (B) **Accumulation and Payoff.**
  - (1) On the last pay day each November, employees will be paid in cash for any accumulated and unused sick leave in excess of their elected sick leave cap on accumulation at the rate of 60% of said excess. Said cash payment shall be at the employee's rate of pay as of the pay day immediately preceding the last pay day in November.
  - (2) Employees may individually elect to increase their current cap on accumulated sick leave to coordinate with the 60-day Long-term Disability Insurance elimination period requirements. Such an election is entirely voluntary and will be subject to time frames established by the City.
  - (3) With the approval of the City Manager or his or her designee, employees may contribute a portion of their accrued sick leave hours for the use of an employee who is unable to work due to their own serious illness or injury and has exhausted all other paid leave benefits. In order to be eligible to donate sick leave hours, an employee must have a minimum balance of 96 hours in their leave bank after the donated hours are made. The maximum amount of donated sick leave an employee may receive for any one illness or injury is 60 days.

- (C) **Supplement to Workers Compensation.** Employees may use earned and accumulated sick leave benefits to supplement payments received from Workers Compensation Insurance to make up the difference between said payment and the employee's regular salary.
- (D) **Sick leave may be used for:**
- (1) An absence necessitated by the employee's physical incapacity as may be prompted by illness, injury, or pregnancy disability, or the illness or injury of an employee's immediate family member which necessitates the employee's absence. Immediate family is defined as spouse, legal domestic partner, child, father, mother, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, aunt, uncle, nephew, niece, stepparent, grandparents, grandchildren or persons living in the same household and related by blood.
  - (2) Medical and dental office appointments when the employee cannot obtain an appointment during off-duty hours for the employee or his or her dependents.
  - (3) Absence due to exposure to a contagious disease when quarantine is imposed by health authorities.
  - (4) Absence not to exceed three working days because of death, serious illness or illness when death appears imminent, of a member of the employee's immediate family. Immediate family is defined as spouse, legal domestic partner, child, father, mother, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, aunt, uncle, nephew, niece, stepparent, stepchild, grandparents, grandchildren or persons living in the same household and related by blood.
  - (5) Sick leave may be used for all qualifying events as provided for under the city's Family Care and Medical Leave Policy.
  - (6) Vacation may not be used in lieu of sick leave for an employee's own sickness or medical appointments unless sick leave accruals have been exhausted first.
- (E) Whenever reasonably possible, an employee shall notify his immediate supervisor or other person selected by the Department Head prior to or within 30 minutes after the time set for beginning of his daily duties. The City Manager shall, as a condition of approval of sick leave, require a physician's certificate or a personal affidavit of the officer or employee stating the cause of the absence when the absence is for more than one working day. If the City Manager or Department Head has reasonable cause to believe that the benefit is being abused by any employee, the City Manager may require a physician's certificate or a personal affidavit from the employee stating the cause of his absence.

## **ARTICLE 13. SICK LEAVE AND TERMINATION OF EMPLOYMENT**

Sick leave is a privilege extended by the City and employees are expected to build a reserve to use as needed. Therefore, earned but unused sick leave is accumulated for the purpose of reimbursing employees who are absent from gainful employment due to sickness. As a result, employees shall not be compensated for accrued, unused sick leave upon termination of employment except as stated below:

City will provide sick leave payoff to employees retiring directly from City service under the Public Employees' Retirement System based on the following formula:

- (1) Retiring employee will be paid for 50% of all sick leave hours, in excess of the 240-hour base, which has been accumulated during the current calendar year and remains unused at the date of retirement. Payment will be made at the employee's regular rate of pay.
- (2) Retiring employee will be paid for 25% of his or her base accumulated and unused sick



leave hours up to a maximum of 60 paid hours. Payment shall be made at the employee's regular rate of pay.

- (3) The payment due under items (1) and (2) above shall be made to the employee's 401(a) Plan account.

## **ARTICLE 14. BEREAVEMENT LEAVE**

See Sick Leave, Article 12 (D) (4).

## **ARTICLE 15. MILITARY LEAVE OF ABSENCE**

An employee required to take military training two weeks each year, shall be entitled to military leave of absence under the provisions of state law found in Sections 395-395.02 of the Military and Veterans Code.

## **ARTICLE 16. PREGNANCY DISABILITY LEAVE**

As provided by California State law, an unpaid leave-of-absence of up to four months may be granted at the request of a female employee who is medically unable to work because of pregnancy, childbirth or related medical conditions. The request for such leave must be in writing to the City Manager and be accompanied by a doctor's verification of disability.

Upon expiration of the approved pregnancy disability leave, the employee shall be reinstated in the position held at the time the leave was granted. Failure of the employee to report back to work or make other arrangements with the City within 24 hours following the expiration of the leave shall be cause for immediate discharge. Upon reporting back to work, the employee must provide a doctor's certificate indicating time under doctor's care, approval for return to work, and any work limitations.

An employee on pregnancy disability leave shall receive no compensation, shall accumulate no vacation, holidays, sick leave or other benefits while on such leave.

The City shall continue to make contribution to the health insurance coverage of employees on pregnancy disability leave in the same manner as when the employee is on a paid status. Employees who desire to maintain their insurance benefits for themselves and dependents shall be required to pay any excess amount over and above the City's contribution to health care benefits in order to maintain the policies while on such leaves. Arrangements for payment must be made with the City and if the payment is not received by the required date, employee and dependent coverage will be dropped.

Should an employee on pregnancy disability leave also qualify for leave under the federal Family Care and Medical Leave Act (FMLA), such leave shall run concurrently with the pregnancy disability leave and provisions for continued health insurance coverage as provided under the FMLA shall apply only to the period of leave time for which the employee is covered by that law (up to 12 work weeks in a 12-month period). Additional benefits may also be available to eligible employees under the California Family Rights Act (CFRA).

## **ARTICLE 17. FAMILY CARE LEAVE**

In accordance with the Federal Family and Medical Leave Act and the California Family Rights Act, the City of Lakewood will provide family and medical care leave for eligible employees.

Provisions setting forth unit members' rights and obligations with respect to such leave are contained in the Personnel Rules, Regulations and Procedures. Rights and obligations not specifically set forth in the Personnel Rules, Regulations and Procedures are set forth in the Department of Labor regulations implementing the Family and Medical Leave Act of 1993, and as amended, and the regulations of the California Fair Employment and Housing Commission implementing the California Family Rights Act.

## **ARTICLE 18. VOTING LEAVE**

When work schedules do not permit time to reach the polls, employees shall be permitted time off with pay to vote as necessary in any local, state or federal election when held on the employee's regular day of work. Arrangements for time off shall be made with the Department Head.

## **ARTICLE 19. JURY LEAVE**

**Section 1.** In the event any regular full-time employee is duly summoned to any court for the purpose of performing jury duty, the employee shall receive his or her regular compensation for any regularly scheduled working hours spent in actual performance of such service. No employee shall receive pay for Jury Service unless all jury fees paid to the employee, less allowed automobile expenses, are turned over to the City. The City shall compensate employees for Jury Service at their regular rate of pay (excluding special pay, such as welding pay, acting pay, etc.) during their regular work hours for the minimum number of days required by State law or five days, whichever is less. In order for this time to be extended, the Jury Supervisor or presiding judge of the court must obtain the prior approval of the City Manager or designee. In the event of a disagreement between the court and the City regarding an employee's Jury Service, the employee will not suffer a loss of pay. The employee shall be entitled to keep any mileage allowance provided by the court. The employee shall remit to the City the amount of pay he/she received from the court for Jury Service. Employees will report to work before and/or after Jury Service as may be needed by the City.

**Section 2.** If an employee is called as a witness on behalf of the City, the employee shall receive normal pay for time spent serving as a witness for the City. Employees shall be required to pay to the City any witness fees that accrue to them for witness service as a condition of receiving their normal pay while serving as a witness for the City.

**Section 3.** Whenever it becomes necessary for the City Manager to invoke a hiring freeze, the practice of providing regular pay to employees serving on jury duty may be temporarily suspended by the City Manager until such time as the hiring freeze is lifted.

**Section 4.** Employees serving on jury duty at the time a hiring freeze is invoked shall be permitted to complete their jury service and receive their normal pay as provided in Section 1 above.

## **ARTICLE 20. LEAVE WITHOUT PAY**

The City Manager may grant an employee a leave of absence without pay for a period not exceeding four months unless extended by the City Manager for an additional four months. Request for such leave must be in writing, stating the reason for the request and containing the recommendation of the Department Head. This leave is separate and distinct from Family Care and Medical Leave Act (FMLA) or California Family Rights Act (CFRA) leaves. Leave Without Pay as described in this article will not be granted as a substitute for CFRA or FMLA leaves when those leaves are applicable.

Upon expiration of the approved leave, the employee shall be reinstated in the position held at the time the leave was granted. Failure of the employee to report back to work or make other arrangements with the City within 24 hours after the expiration of the leave shall be cause for immediate discharge.

Any employee on leave-without-pay shall receive no compensation, shall accumulate no vacation, holidays, sick leave or any other benefits while on such leave.

The City shall continue to contribute in the same manner to insurance coverage for employee and covered dependents while the employee is on leave-without-pay due to approved FMLA, CFRA and PDLL leaves and accepted Total Temporary Disability leaves under workers compensation.

Employees desiring to maintain their optional insurance and/or dependent health coverage while on such leave must arrange to pay the optional insurance premium and/or their portion of the dependent costs, normally deducted from their paycheck, directly to the City. If such arrangements are not made, dependent health coverage and optional insurance coverage will be dropped.

The City shall make **no** contribution to the insurance coverage of employees on leave without-pay except when the employee is receiving Total Temporary Disability Benefits for industrial illness or injury. If an employee desires to continue to maintain insurance benefits for himself and his dependents, the City shall permit employee to make the **entire** contribution to maintain the policies while on such leave. Arrangements for payment must be made with the City and if such payment is not received by the required payment date, employee coverage will be dropped.

## **ARTICLE 21. ABSENCE WITHOUT AUTHORIZATION**

Absence without authorization, whether voluntary or involuntary, for three consecutive working days shall be considered an automatic resignation from City employment as of the last date on which the employee worked or the last date the employee was to return from an authorized absence. The procedure for implementing an automatic resignation is contained in Section 22.0 of the City's Personnel Rules, Regulations and Procedures. It shall be the employee's responsibility to promptly inform the City as to his or her leave status.

## **ARTICLE 22. PHYSICAL EXAMINATIONS**

No person shall become an employee of the City without first passing a physical examination. The City Manager may, in his or her discretion and with reasonable cause, require any employee to submit to and pass a physical examination as a condition of continued employment.

The employee shall provide the City's doctor with a release authorizing the doctor access, through the employee's personal physician, to those medical records necessary for determining the employee's ability to perform the essential functions of his or her job. A transmittal letter to the doctor shall include the nature of the work that the position requires. Said physical examination shall be for the purpose of determining whether any such employee has the necessary and ordinary good health to perform the duties of his or her position. Ordinary good health as used herein shall include both physical and mental health, as determined by the physician conducting said physical examination and within the regulations of the Americans with Disabilities Act.

All physical examinations shall be at the expense of the City, and by those physicians retained by the City Manager for that purpose.

## **ARTICLE 23. FRINGE BENEFIT ADMINISTRATION**

**Section 1. Administration.** The City will select the insurance carrier or administrator of any fringe benefit programs that now exist or may exist in the future during the term of this Memorandum of Understanding.

**Section 2. Selecting and Funding.** In the administration of fringe benefit programs, the City shall have the right to select any insurance carrier or other method of providing coverage to fund the benefits provided under the terms of this Memorandum of Understanding, provided that the benefits to the employees shall be no less than those in existence as of the date of implementation of this Agreement.

**Section 3. Changes.** If, during the term of this Memorandum of Understanding, any change of insurance carrier or method of funding coverage for any benefits provided hereunder occurs, the City shall consult with the Association prior to any change of insurance carrier or method of funding coverage.

## **ARTICLE 24. CAFETERIA BENEFIT PLAN**

**Section 1.** In lieu of contributions toward individuals' medical, dental and vision programs, the City has established a cafeteria benefit plan under the provisions of Internal Revenue Code Section 125. Employees shall be permitted to choose those benefits they wish to purchase including medical, dental, vision, life insurance and any other optional benefit the City shall establish.

**Section 2.** The City reserves the exclusive right to develop and implement policies and procedures for the administration of the cafeteria benefit plan.

**Section 3.** Effective with the first pay check in December 2013, the City shall provide an increase of \$39.39 per month for a total monthly contribution of \$1,109.02 towards cafeteria benefits. This monthly contribution is inclusive of the statutory Public Employees Medical and Hospital Care Act (PEHMCA) minimum contribution.

**Section 4.** Employees shall be eligible to participate in said program the first day of the month following completion of one full month of continuous full-time employment. Benefits and rights shall be governed by the rules and regulations of the group insurance plans.

**Section 5.** The City will pay the "employee only" premium for mandatory employee vision insurance coverage.

## **ARTICLE 24A. EMPLOYEE ASSISTANCE PROGRAM**

A City-paid Employee Assistance Program (EAP) of counseling and telephone referral services for employees and eligible dependents shall be provided.

## **ARTICLE 25. LONG-TERM DISABILITY PROGRAM**

City shall pay the premium and shall select and administer a Long-Term Disability plan. The benefit shall be 66% of maximum monthly earnings up to \$5,000 and the elimination period shall be 60 days.

## **ARTICLE 26. RETIREMENT SYSTEM**

**Section 1. The following benefits apply to those employees who are not "New Members" as defined by the California Public Employees' Pension Reform Act of 2013 (PEPRA):**

As long as the City of Lakewood is a member of the Public Employees Retirement System of the State of California (CalPERS), all qualified officers and employees, as well as those in the classified service, shall be members thereof. Contributions to the System shall be according to the rules and regulations of the System and Resolution No. 77-75 of the City Council of the City of Lakewood adopted August 9, 1977 and entitled "A Resolution of the City Council of the City of Lakewood Amending Resolution No. 72-53 Pertaining to Employee Benefits and the Classification and Compensation for City Officers and Employees."

The City shall continue to pay member contributions (7%) and include the value of the employee-paid member contribution (EPMC) in the salary reported to CalPERS [Government Code Section 20636(C) (4)].

The retirement formula shall be the formula that provides members 2% of pay at age 55 for each year of service credited with Lakewood (2% at 55), and the period for determining the average monthly pay rate when calculating retirement benefits shall be the 12 highest paid consecutive months. The statutorily mandated employee member contribution associated with this retirement formula is 7% of compensation.

**Section 2. The following benefit applies only to those employees who were employed by the City prior to January 1, 2013, and meet any and all other requirements as set forth below:**

The City will continue to contract with the Public Agency Retirement System (PARS) to provide a 401(a) defined benefit (herein-after called the Plan) to its employees with all of the following features and conditions: All employees who are actively employed with the City on or after July 1, 2005; are eligible for a 401(a) defined benefit upon attainment of age 60 with 2 years of City Service. Benefits will not commence prior to July 1, 2006. The defined benefit will be 0.5% of final compensation times benefit service. "Benefit Service" will include all regular full-time service with the City on or after July 1, 2005 and 75% of regular full-time service with the City earned prior to July 1, 2005. "Final compensation" is the highest year of PERSable wages (salary plus 7%), subject to IRC 401(a) (17) limitations. "Salary" includes Longevity Pay.

The normal form for the benefits is life only; the joint and survivorship options provided are actuarially equivalent to the life only option. No lump sum option will be offered. There is no death or disability benefit. Benefits in payment status will increase by 2% per annum on the anniversary of the annuitant's date of retirement.

Employees who retire from employment with the City after two years of regular full-time service and concurrently retire from CalPERS may choose to receive either a deferred retirement benefit to commence at age 60 or a refund of their employee contributions with interest compounded annually. Any other employee terminating employment with the City will receive a refund of their employee contributions, with 3% interest.

Contributions to the Plan began effective July 1, 2005, and will continue to be shared by the City and the employees as follows: (1) the City will contribute an amount equal to 5.75% of the employees' compensation to the Plan for Fiscal Years 2012-2013 and 2013-2014 and additional costs, if any, as determined by biannual actuarial evaluations conducted for the Plan, and (2) the Employees will contribute 3% of their salary on a pre-tax basis of which the City pays 0.13%.

**Section 3. New Members. The following benefits apply to New Members:**

Employees who are "New Members" as defined by PEPR (e.g., an employee hired on or after 1/1/2013 who has never been a CalPERS member or a member of a reciprocal retirement system, or, who was a member of CalPERS, but has had a break in service of at least six months or more prior to working for the City for the first time) will receive the benefits as mandated by PEPR, the key components of which include, but are not limited to, the following:

1. 2% @ 62 retirement formula;
2. 3 year final average final pensionable compensation;
3. No EPMC; New Members will have an employee contribution rate of at least 50% of normal cost as determined by CalPERS and the City shall not pay any part of that employee cost. The employee contribution rate in 2013 is 6.25% of compensation and shall be paid by new members beginning July 1, 2013, by payroll deduction.

**Section 4. Retiree Medical.** Under the Public Employees Medical and Hospital Care Act (PEMHCA), employees who retire from employment with an agency that contracts with CalPERS for medical insurance will have access to CalPERS medical insurance plans as retirees.

- (A) For employees vested in CalPERS at the time of retirement, the City will contribute a monthly allowance towards the CalPERS medical insurance. This amount is known as the PEMHCA minimum employer contribution and has the effect of reducing the total monthly premium for which the retiree is responsible when a CalPERS medical plan is selected.
- (B) Payment for the remainder of the monthly insurance premiums for the medical plan selected under CalPERS shall be the retiree's responsibility; the remainder of the monthly premium for the CalPERS medical plan will be automatically deducted by CalPERS from the retiree's pension check.
- (C) The PEMHCA minimum employer contribution is adjusted annually by CalPERS based upon the medical care component of the Consumer Price Index-Urban (CPI-U). The PEMHCA minimum employer contribution is \$115 per month in 2013 and will be \$119 in 2014. The PEMHCA minimum employer contribution, as adjusted, shall be paid by the City.
- (D) This City contribution towards retiree medical insurance only applies for retirees who qualify as annuitants under PEMHCA and are enrolled in a CalPERS medical plan; retirees who do not enroll in a CalPERS medical plan will not receive this contribution.

**Section 5. PERS Survivor Benefit:** The City shall obtain, at City cost, a report from PERS on the cost of implementing a PERS Survivor Benefit for the employees covered by this MOU.

## ARTICLE 27. EDUCATIONAL ASSISTANCE

Educational Assistance shall be available to employees under the following terms and conditions:

- (A) No provision of this subsection shall be deemed as a guarantee by the City, or a condition or a benefit of employment, that any employee will receive such assistance. In determining whether or not any such assistance shall be granted the amounts budgeted for such assistance shall be considered by the City Manager. Within budgetary allocations the City Manager shall consider all requests by an employee for assistance hereunder and shall determine whether or not said assistance in whole or part should be allocated to said employee in accordance with the following additional conditions and limitations.
- (B) Said employee, prior to enrolling in said course of study, shall obtain approval of Department Head and City Manager. The City Manager shall determine whether or not the course for which the employee seeks assistance will benefit the City based on the following criteria:
  - (1) The course will improve or enhance employee's skills and performance required in current job classification; or
  - (2) The course will prepare employee for a city classification in employee's direct line of promotion or transfer and to which employee may reasonably expect promotion within five years; or
  - (3) Course is required for a degree in employee's current occupational field.

In cases of funding scarcity, courses meeting criteria (1) above shall be given priority over courses meeting criteria (2) or (3).

If the City Manager determines that the criteria has been met, the City shall, provided the necessary funds are budgeted therefore, pay the cost of tuition or instructor fees and one-half of the cost of required textbooks as outlined in section (E) of this Article.

- (C) In the event any employee otherwise qualifying for aforementioned educational assistance is eligible for educational benefits offered by the federal or state government, said benefits shall first be applied before any City assistance, subject to the aforementioned limitations, shall be applicable.
- (D) In all cases where such assistance has been approved by the City Manager, the employee shall enroll in a course of study for the semester approved, and the course of study must be completed with not less than a passing grade equivalent to the average or "C" grade as established by the educational institution for undergraduate courses and the grade of "B" for graduate courses. Proof of successful completion of said course must be filed with the City Manager. No payment shall be made by the City to said employee in connection with said educational grant until proof of successful completion of said course has been filed with and approved by the City Manager.
- (E) All educational grants herein authorized to be made to an employee are limited per employee to a maximum grant per semester not to exceed the amount charged by the California State University system for six units for said tuition or instruction fees.
- (F) Requests for approval of Educational Assistance must be made on the appropriate "Educational Assistance" form and received by the City Manager at least two weeks prior to the beginning of the semester for which assistance is being requested.
- (G) Employees leaving City service less than one year after completing a course or courses under the Employee Educational Assistance program shall be required to reimburse the City for monies received from the City under the program.

## ARTICLE 28. WATER CERTIFICATIONS

**Section 1.** For employees who are required to obtain and maintain federal, state, or county mandated water-related certificates in order to perform their current jobs, the City will reimburse the following fees:

- (A) Water Certification Examination fees by the certifying agency, provided the employee successfully passes the examination for certificates required for the employee's current job.
  - (B) Certification fees for water certificates mandated by federal, state, and county departments of environmental protection or health services for employees to retain their current water service jobs.
  - (C) Tuition reimbursement for courses required for satisfying certification or continuing education requirements, provided that the continuing education units are not taught by city staff and subject to the approval of the City Manager or designee. No payment shall be made by the City to said employee for repeated courses or in connection with a required course without proof of successful completion of the course, which must be filed with the City Manager. Such approval will not be unreasonably withheld. Said employee must receive a passing grade equivalent of "C" grade as established by the educational institution for undergraduate courses to be eligible for reimbursement under this section.
- (1) If it becomes necessary for an employee to take an approved course not provided by the City during the normal course of work, the City will provide release time for the employee to attend or provide overtime or compensatory time off at the straight time rate if the employee attends the class after working 40 hours in the employee's workweek. The City reserves the right to alter the employee's schedule during the workweek to attend training without incurring any overtime obligation.

## ARTICLE 29. UNIFORMS

**Section 1.** The City may require any regular employee to wear any kind of uniform as a condition of continued employment. Such uniform shall be furnished to the employee free of charge at the standard required by the City.

**Section 2.** Under the terms of the City's Uniform Cafeteria Plan, the uniform allowance for each covered employee shall equal the cost of five "basic" uniforms (trousers and shirts) of the type designated by the department as the required uniform for such employee based on the job title or assignment. The City shall replace all clothing damaged on the job or from on-the-job wear.

**Section 3.** It is the employee's responsibility to:

- (A) Report to work in a complete uniform (uniform trousers and shirt) which shall be clean and in good repair. Employee must wear leather work shoes or boots or, if required, steel-toe safety shoes or boots.
- (B) Be responsible for cleaning and laundering of their own uniforms, except in those work units where a uniform service is used. Employees provided uniforms through a uniform service shall follow the instructions of the service.

**Section 4.** New employees shall be provided with five complete sets of uniforms when they begin their City employment. A typical uniform set includes a shirt and a pair of trousers. Depending upon the employee's required uniform, he or she may have a choice of trouser styles and choice of shirt styles or types. New employees must provide their own leather work shoes or boots, or if required, steel-toe safety shoes or boots. New employees will not be eligible to participate in the cafeteria plan until the first uniform ordering cycle following the end of their probationary period.

**Section 5.** Current eligible employees will be permitted to select standard uniform components to replenish their uniform supply up to the amount of their uniform allowance on an annual basis. They may

choose optional uniform components if the following conditions are met:

- (A) Employee must demonstrate to the supervisor that he or she has a minimum of six complete uniforms of good appearance and in good repair. Employees who do not have six complete uniforms of good appearance and in good repair, must purchase enough uniforms to meet this minimum before being permitted to choose optional items.
- (B) When supervisor has verified that employee has six complete uniforms of good appearance and in good repair, employee may select windbreaker or maintenance jackets, hats, shorts or coveralls (if an approved part of their required uniform) and additional shirts, t-shirts, trousers, etc. based upon the uniform requirements set for their job title/assignment. Leather work shoes or boots and/or steel-toe safety shoes or boots may also be purchased as part of the Uniform Cafeteria Plan.

**Section 6.** Employees promoted to positions requiring uniform components different from those worn prior to the promotion, will be issued the correct uniform components at the time of promotion. For instance, an employee promoted from Senior Park Maintenance Worker to Park Maintenance Lead Worker will be issued five new uniform shirts of the type worn by lead workers. Since the trousers are identical for both classifications, no new trousers will be issued until the next uniform ordering cycle.

**Section 7. Footwear.**

- (A) Employees who have satisfied the minimum uniform requirement (of six complete uniforms) may choose to apply funds remaining in their uniform allowance toward the purchase of leather work shoes or boots or steel-toe shoes or boots.
- (B) Work shoes or boots and steel-toe safety shoes or boots must be purchased from the City's designated supplier. However, if no supplier has been designated, the employee may select a supplier of his or her choice. The City will establish a procedure with the designated supplier for the purchase of, and reimbursement for, shoes or boots which must be followed. In the event that no supplier has been designated by the City, the following procedure shall be followed for purchase and reimbursement through the employee's chosen supplier. To be reimbursed for the purchase price of the work shoes or boots, up to the amount available in his or her uniform allowance, the employee must submit to their supervisor a receipt for the shoes within two weeks of their purchase. The supervisor will verify that the shoes or boots meet the requirements of the plan and submit the receipt to the purchasing division for reimbursement. A check will be authorized by the Purchasing Officer and issued to the employee.

**Section 8.** Unspent uniform allowance funds will be returned to the City at the end of the uniform purchasing cycle. No funds will be carried forward with the exception of \$100.00 which may be used for work shoes or boots as described in Section 7 of this article or other items as described in Section 5 (B) of this article.

**Section 9.** Employees whose uniforms are provided through a uniform service are not eligible to participate in the Uniform Cafeteria Plan. However, they may purchase uniform windbreakers or hats at their own expense through the Purchasing division. The Purchasing division will publish and make available to employees a price list of optional uniform items.

**Section 10.** Uniforms are to be returned upon separation.

## **ARTICLE 30. GRIEVANCE PROCEDURE**

**Section 1. Definition of Grievance.** A grievance shall be defined as a timely complaint by an employee or group of employees or the Association concerning the interpretation or application of specific provisions of this Memorandum of Understanding or of the written rules and regulations governing personnel practices and working conditions of the City. Oral and written reprimands shall be specifically excluded from within the scope of a grievance as defined above. Employees receiving oral reprimands shall be permitted to respond to such reprimands in writing and to have those responses filed with the reprimand. Written reprimands may be appealed to the Human Resources Manager. This appeal is not part of the grievance process and the decision of the Human Resources Manager is final. Appeals must be submitted



in writing to the Human Resources Manager within ten calendar days of the issuance of the written reprimand.

**Section 2. Business Days.** Business days mean calendar days, exclusive of Saturdays, Sundays and legal holidays recognized by the City.

**Section 3. Time Limits for Filing Written Formal Grievances.** The time limits for filing written formal grievances shall be strictly construed, but may be extended by mutual agreement evidenced, in writing, and signed by a duly authorized representative of the City and the grieving party. Failure of the grieving party to comply with any of the time limits set forth hereunder shall constitute waiver and bar further processing of the grievance. Failure of the City to comply with the time limits set forth in this article shall automatically move the grievance to the next level in the grievance procedure. The grieving party may request the assistance of the Association in presenting a grievance at any level of review, or may represent himself.

**Section 4. Informal Grievance.** An employee must first attempt to resolve a grievance on an informal basis by discussion with his immediate supervisor without undue delay. Every effort shall be made to find an acceptable solution to the grievance by these informal means at the most immediate level of supervision. At no time may the informal process go beyond the Department Head concerned.

In order that this informal procedure may be responsive, all parties involved shall expedite this process. In no case may more than ten business days elapse from the date of the alleged incident giving rise to the grievance, or when the grievant knew or should have reasonably become aware of the facts giving rise to the grievance, and the filing of a written formal grievance with the Personnel Officer of the City, with a copy to the Department Head of the department in which the employee works.

Should the grievant fail to file a written grievance within ten business days from the date of the incident giving rise to the grievance, or when the grievant knew or should have reasonably become aware of the facts giving rise to the grievance, the grievance shall be barred and waived.

**Section 5. Formal Grievance-Personnel Officer, Department Head.** If the grievance is not resolved through the informal process, and a written grievance is filed within the time limits set forth above, the grievant shall discuss the grievance with the Personnel Officer and the Department Head. The Personnel Officer and the Department Head shall render a decision and comments, in writing, regarding the merits of the grievance and return them to grievant within ten business days after receiving the grievance.

In cases involving appeals from disciplinary action, the grievant shall bypass the informal grievance step in Section 4 above and file his appeal directly at the formal grievance step within ten business days of the effective date of the disciplinary action or his right to appeal shall be waived.

**Section 6. Formal Process-City Manager.** If the grievance is not resolved in Section 5, or if no answer has been received from the Personnel Officer and Department Head within ten business days from the presentation of the written grievance to the Personnel Officer and Department Head, the written grievance shall be presented to the City Manager or his duly authorized representative for determination.

Failure of the grievant to take this action will constitute a waiver and bar to the grievance, and the grievance will be considered settled on the basis of the last management grievance response.

The City Manager or his duly authorized representative shall render a decision on the merits of the grievance and comments, in writing, and return them to the grievant within ten business days after receiving the grievance.

**Section 7. Formal Process-Hearing Officer.** Should the City Manager or his duly authorized representative fail to resolve the grievance to the satisfaction of the grievant, the Association or an unrepresented employee may request that a Hearing Officer be appointed to make recommendations to the City Council regarding the resolution of the grievance.

The Hearing Officer shall conduct the hearing within ten business days of the date the Hearing Officer is appointed. The date for the holding of the hearing may be extended by mutual agreement between the Association or the unrepresented grievant and the City.

In order to assure the City, the Association, and the employee an expeditious handling of grievances submitted to the Hearing Officer for nonbinding recommendation to the City Council, the City or the Association or the unrepresented employee may request a list of seven persons qualified to act as Hearing Officer from the Federal Mediation and Conciliation Service (FMCS). The Hearing Officer shall be selected by the parties from the FMCS list by alternately striking from the list. The party to strike first from the list shall be determined by lot.

The cost of the Hearing Officer and the FMCS fee, if any, for the list shall be borne equally, one-half (1/2) by the City and one-half (1/2) by the Association or by the employee if he chooses not to be represented by the Association, in which case the employee shall bear one-half (1/2) of the cost of the Hearing Officer and the FMCS fee, if any, for the list.

The City shall make an audio recording of the hearing and, upon request of the grievant; a copy of the recording will be made available at no charge.

To the extent possible, the Hearing Officer shall adhere to the rules of the American Arbitration Association for labor arbitration cases.

The recommendations of the Hearing Officer shall be non-binding on the City and the Association, but shall be given due consideration by the City Council in making its final and binding determination.

The Hearing Officer shall not recommend any action which would add to, modify, or subtract from this Agreement. The Hearing Officer shall construe only the specific terms of the Agreement in making his recommendation to the City Council. The Hearing Officer shall not consider any federal or state law or base his recommendations on any matters not brought before him at the hearing. The Hearing Officer shall not make any recommendations to the City Council which require the expenditure of any funds or the purchase of any equipment or the hiring of any additional employees.

The Hearing Officer may recommend, however, that any employee suspended, demoted or terminated be awarded back pay for the period of the suspension, demotion or termination or any part of that period of time.

**Section 8. Formal Process-Personnel Appeals Board.** The City and the Association, or the unrepresented employee, as the case may be, may agree to accept or reject the findings and recommendations of the Hearing Officer. In the event either the City or the Association representing the grievant or the unrepresented grievant rejects the findings of fact and recommendations of the Hearing Officer, said party must notify the City Manager or his duly authorized representative within ten business days of receiving the Hearing Officer's recommendations and shall at that time pay the sum of \$200 to the City Clerk as a deposit toward the cost of transcribing the recording of the hearing, and the case shall be submitted to the City Council sitting as the City Personnel Board for final determination. The party appealing the Hearing Officer's recommendations to the City Personnel Board shall bear the entire cost of transcribing the audio record of the hearing. This party shall be notified of the actual cost of preparing the transcript and will pay the City Clerk the cost thereof, less the previously paid deposit, after being notified by the City Clerk. If the cost of the transcript is less than the deposit, the excess amount shall be refunded to the party paying the deposit. The City Council sitting as the City Personnel Board shall determine the matter based upon the reading of the transcript only, and any written argument which either party wishes to present to the City Council.

The City Council shall not hold a hearing at which evidence is presented through witnesses or documents or at which oral arguments are made before the City Council.

The City Council shall render its decision in writing to the parties within 30 calendar days of presentation to the City Council of the transcript, and the finding and recommendations of the Hearing Officer.

After this procedure is exhausted, the grievant, the Association, and the City shall have all rights and remedies to pursue said grievance under the law.

## ARTICLE 31. CITY RIGHTS

**Section 1.** The City reserves, retains, and is vested with, solely and exclusively, all rights of Management which have not been expressly abridged by specific provision of this Memorandum of Understanding or by law to manage the City, as such rights existed prior to the execution of this Memorandum of Understanding. The sole and exclusive rights of Management, as they are not abridged by this Agreement or by law shall include, but not be limited to the following:

- (A) To manage the City generally and to determine the issues of policy.
- (B) To determine the existence or non-existence of facts which are the basis of the Management decision.
- (C) To determine the necessity and organization of any service or activity conducted by the City and expand or diminish services.
- (D) To determine the nature, manner, means, technology, and extent of services to be provided to the public.
- (E) Methods of financing.
- (F) Types of equipment or technology to be used.
- (G) To determine and/or change the facilities, methods, technology, means, and size of the work force by which the City operations are to be conducted.
- (H) To determine and change the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all City functions including but not limited to, the right to contract for or subcontract any work or operation of the City.
- (I) To assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments.
- (J) To relieve employees from duties for lack of work or similar non-disciplinary reasons.
- (K) To establish and modify productivity and performance programs and standards.
- (L) To discharge, suspend, demote, or otherwise discipline employees for proper cause.
- (M) To determine job classifications and to reclassify employees.
- (N) To hire, transfer, promote, and demote employees for non-disciplinary reasons in accordance with this Memorandum of Understanding and applicable Resolutions and codes of the City.
- (O) To determine policies, procedures, and standards for selection, training, and promotion of employees.
- (P) To establish employee performance standards including, but not limited to, quality and quantity standards, and to require compliance therewith.
- (Q) To maintain order and efficiency in its facilities and operations.
- (R) To establish and promulgate and/or modify rules and regulations to maintain order and safety in the City which are not in contravention with this Agreement.
- (S) To take any and all necessary action to carry out the mission of the City in emergencies.

**Section 2.** Except in emergencies, or where the City is required to make changes in its operations because of the requirements of law, whenever the exercise of Management's rights shall impact on employees of the bargaining unit, the City agrees to meet and confer with representatives of the Association regarding the impact of the exercise of such rights, unless the matter of the exercise of such rights is

provided for in this Memorandum of Understanding or in Personnel Rules and Salary Resolutions. By agreeing to meet and confer with the Association as to the impact of the exercise of any of the foregoing City Rights, Management's discretion in the exercise of these rights shall not be diminished.

## **ARTICLE 32. SAFETY AND HEALTH**

The City and the employees of the City agree to comply with all applicable Federal and State laws which relate to health and safety.

## **ARTICLE 33. DISASTER SERVICE WORKER STATUS**

California Government Code Title I, Section 3100, Chapter 8, Division 4 declares that all city employees are disaster service workers subject to such disaster service activities as may be assigned to them by their superiors or by law.

City employees, who are physically able, must report to work following a major disaster, after critical personal and family emergency responsibilities have been met. The City's Multi-hazard Functional Plan for Emergency Operations and department SOPs shall contain instructions for reporting in various disaster situations. Employees, who report, as instructed, shall be entitled to all privileges, benefits and immunities as are provided by state law for registered disaster workers.

## **ARTICLE 34. DRUG ABUSE PREVENTION POLICY**

As drug and alcohol abuse has become an ever increasing problem in our society, the City recognizes the need to address the problem head on. Therefore, the parties agree on and adopt a comprehensive drug, controlled substance, and alcohol abuse prevention program including: (1) drug, controlled substance and alcohol use screening for potential city employees; (2) a "come forward" program which allows employees who come forward and admit their problem on their own accord, to take a leave of absence and enter a rehabilitation program (an employee may participate in the "come forward" program a maximum of two times); and (3) discipline up to and including discharge, for those employees caught using or being under the influence of drugs, controlled substances or alcohol while on-duty. For the purpose of this Memorandum of Understanding, "under the influence" of drugs and/or controlled substances shall mean an employee "impacted by or having within his or her biological system" drugs and/or controlled substances at the tolerance standard levels established by the National Institute on Drug Abuse (NIDA). The presence of alcohol in an employee's biological system which results in a blood alcohol concentration (BAC) of .08% or greater shall be assumed for the purpose of this policy, to render that employee "under the influence" of alcohol. To the extent possible, all facts and circumstances regarding an employee's drug, controlled substance or alcohol problem shall be kept strictly confidential.

The policy statement is as follows:

*Drug controlled substance and alcohol abuse has become an ever increasing problem in our society. In as much as this can present a substantial safety problem, in that an intoxicated employee is a danger to him or herself as well as to other City employees who must work alongside an intoxicated employee and to citizens who come into contact with an intoxicated employee, the City of Lakewood and the Lakewood Employees Association recognize the need to adopt a written policy governing the use of drugs, controlled substances and alcohol.*

Now therefore, in light of the concern shared by both the City of Lakewood and the Lakewood Employees Association, the City and the Association agree to amend the current Memorandum of Understanding as follows:

1. It shall be cause for discipline to sell, trade or provide any drugs, controlled substances or alcohol, while on duty or on City property.
2. It shall be cause for discipline for any employee(s) to report to work under the influence of drugs, controlled substances or alcohol, or to become so influenced while on duty.

3. When a supervisor has reasonable cause to believe that an employee is under the influence of drugs, controlled substances or alcohol, the supervisor shall have the authority to order that employee, accompanied by a supervisor, to report immediately to a medical facility and be examined by a physician. A second supervisor's verification, where practical, is required before "reasonable cause" drug testing is initiated. The examination shall be conducted while the employee is "on the clock." The City shall bear the expense of the examination, and shall provide transportation to and from the medical facility and the employee's work station.

4. If the first test is negative, the employee shall be considered "not under the influence." If the first test is positive, a second test will be performed using a laboratory facility and a methodology and procedures approved by the National Institute on Drug Abuse (NIDA). If the second test is negative, the employee will be considered "not under the influence." If the examination confirms the presence of a drug, controlled substance or alcohol, the employee shall have violated the above rules and shall be subject to discipline up to and including termination.

5. Failure to submit to an examination, when so ordered by a supervisor, will be considered insubordination.

## **ARTICLE 35. WORKPLACE VIOLENCE PREVENTION POLICY**

The prevention of workplace violence represents a challenge to all employers. The increasing frequency of violent incidents in workplaces across the nation suggests that prudent employers take steps to reduce the exposure of employees to such workplace trauma. The following policy has been developed to provide protections to City employees in addressing the issue of workplace violence.

**Section 1. Weapons.** Possession of a dangerous weapon or instrument capable of producing great bodily harm is not permitted on City premises. This includes "look-alike" weapons. An employee found in possession of such a weapon or instrument shall be subject to discipline up to and including discharge. Dangerous weapons and instruments may include, but are not limited to the following: firearms (loaded or unloaded), blackjacks, slingshots, metal knuckles, explosive substances (other than fixed ammunition), dirks, daggers, gas or spring-operated guns, knives having a blade longer than 3-1/2 inches, folding knives having a blade that locks into place, chains, razor blades, "nuncha ku," clubs, and other objects defined under State law.

**Section 2. Threats.** No employee shall make any threat, either physical or verbal, against a coworker, supervisor or member of the public. Any employee engaging in threatening conduct shall be subject to discipline, up to and including discharge.

## **ARTICLE 36. LAYOFF PROCEDURE**

**Section 1.** The City may separate any employee or class of positions without prejudice, because of financial or economic condition of the City, reduction of work, or abandonment of activities. The City shall give such employees not less than two weeks advance notice of separation and the reason therefore. However, no permanent full-time employee shall be separated from a department while emergency, seasonal, probationary, part-time, or temporary employees are employed and serving in the same positions in the department.

(A) The conditions of layoff shall be as follows:

(1) **Order of Separation.** The principal criterion used in determining the order of separation and bumping rights shall be seniority, time worked within a class within the City. If two or more employees have the same seniority date in their classification, the following criteria shall be applied to determine which would be laid off first:

(a) Performance evaluations within the prior 24 months. If they are equal, then:

(b) History of written disciplinary actions. If equal, then;

(c) Attendance record (tardiness and unexcused absences.) If equal, then:

(d) By decision of the City Manager.

(e) The City shall have the burden of establishing the above criteria.

- (2) **Bumping Rights.** An employee laid off for more than 30 calendar days shall be entitled to bump to the position in a class in which he/she currently or formerly held a permanent appointment and in which there is an employee with less seniority in the class, if physically and mentally able to perform the duties of the former class.

After the City has notified the affected employee and also the position available to the employee, if any, to bump, the employee must notify the Personnel Director within ten calendar days of his/her intent to exercise bumping rights and the position and classification in the City which they intend to bump, or the bumping rights shall be barred and waived to the employee.

The employee with the least seniority in the class shall be bumped by the person who is laid off. The employee bumped shall be considered as laid off for the same reason as the person who bumped him/her and shall in the same manner be eligible to bump to a position in a class within the City in which he/she formerly held a permanent position.

- (3) **Offer of Reassignment.** An employee's appointment shall not be terminated as a result of a layoff before the employee has been made a reasonable offer of reassignment, if such offer is immediately possible. This provision shall not apply to employees who are laid off for 30 calendar days or less.

- (4) **Laid Off Employees on Re-employment Register.** The names of permanent employees who have been laid off due to reduction in force shall be placed on an appropriate layoff re-employment list according to date separated and shall be eligible for re-employment.

The last employee laid off shall be the first employee on the list, with other employees listed in sequential order thereafter. Each employee on a layoff re-employment list shall remain on that list for one year, at which time the list expires unless extended by the City Manager. The City Manager can extend the active period of re-employment lists or individual employees' eligibility on such lists for a six month period as he determines to be in the best interest of the City.

- (5) **Appointment of Laid-Off Employees to Lower Class.** The City Manager may approve the appointment of an employee who is to be laid off to an existing vacancy in a lower class for which the employee is qualified without requiring an examination, provided the appropriate appointing authority so appoints.

- (B) **Transfer Job Elimination Policy.** The intent of this policy is to avoid use of the layoff procedure by providing for voluntary transfer(s) prior to layoffs. Any employee in a classification in which a position has been designated for elimination may request a transfer to a vacant position for which the employee is qualified. Such transfer shall be subject to approval by the City Manager. In cases where the transfer was necessitated by said proposed job elimination, the service time in the position to which the employee has transferred shall be credited to service time in the position from which the employee transferred. The salary step and range assigned to the transferred employee shall be in accordance with the City's compensation plan.

## **ARTICLE 37. NOTICE OF CONTRACTING OUT AND REDUCTION IN FORCE PROPOSALS**

Except in the case of a sudden and major adverse fiscal event (such as an adverse final Proposition 62 determination in the form of either no legislative or judicial relief by December 31, 1996) and reserving the City's full rights of service delivery determination under Article 30 (1) G, City shall provide Association with at least a 150-day notice of consideration of contracting out alternatives or work force reduction proposals. Association may provide City with suggestions, studies or other relevant information; however, City is not obligated to accept such suggestions or proposals.

## **ARTICLE 38. PUBLIC COMPLAINTS**

Should there be a citizen or vendor complaint, the City shall fairly investigate the allegations of the complaint. As part of the investigation, the City shall interview the employee who was the subject of the complaint, as well as the complainant where possible. No employee shall be disciplined solely based on an anonymous complaint which is not verified by other evidence. Any discipline taken against an employee as the result of a citizen complaint shall be subject to the grievance procedures.

## **ARTICLE 39. COMMITTEE PARTICIPATION**

**Section 1. Cost Containment Committee.** City shall allocate three positions on the Cost Containment Committee for Association representatives, two of whom shall be the current Association President and Vice President.

**Section 2.** City Manager shall meet at least once annually with LCEA Board of Directors on any item not subject to current negotiations or an active grievance.

**Section 3. Labor-Management Committee.** Representatives of the City and the Association shall meet up to two times per year at the request of either the City or Association, for purposes of discussing only topics that are mutually agreed to herein or subsequently. No meeting shall be held after annual negotiations have commenced for a new contract. Topics may include joint cost containment efforts, responses to employee inquiries and/or complaints about benefit programs, promotional testing practices, drug testing procedures, scheduling of Association and Board meetings and oral and written reprimand procedures. While any personnel or labor-related topic may be mutually agreed upon for discussion, the parties continue to agree that the implementation of decisions on matters "within scope" will occur only with the express written mutual agreement of the parties. Issues which may be subject to the grievance process may be discussed, but such discussion does not preclude employee or Association access to the grievance process. Individual employee grievances in process may not be discussed without participation of grievant.

**Section 4.** A Joint Labor Management Study Committee shall be established for the purpose of studying the impacts of implementing a 4/10 work schedule and make a written recommendation to the City Manager. The City Manager reserves the sole right to determine if any change in the work schedule shall be recommended to the City Council for approval. The provisions of this section are not subject to the grievance procedure.

## **ARTICLE 40. EMPLOYEE ORGANIZATIONAL RIGHTS AND RESPONSIBILITIES**

**Section 1. Dues Deductions.** The City shall deduct for dues, on a regular basis, from the pay of all employees in the classifications and positions recognized to be represented by the Association, who voluntarily authorize such deduction, in writing, on a mutually agreed upon form to be provided for this purpose. The City shall remit such funds to the Association within 30 days following their deduction. Dues deductions shall be permitted only for a formally recognized employee organization (i.e. the Lakewood City Employees Association.)

**Section 2. Indemnification.** The Association agrees to hold the City harmless and indemnify the City against any claims, causes of action, or lawsuits arising out of the deductions or transmittal of such funds to the Association, except the intentional failure of the City to transmit to the Association monies

deducted from the employees pursuant to this article.

**Section 3. Work Access.** The City will allow Association access to work sites upon reasonable notice for the purpose of investigation of grievances or dissemination of information. The Association will request such access from the Personnel Director.

**Section 4. Steward Time.** The Association shall have the right to designate four (4) stewards, and upon the execution of this agreement, shall notify the City in writing of those employees so designated. The Association shall notify the City within 72 hours of any change in the designation of the stewards, and the City shall not be required to recognize said stewards until receiving written authorization from the Association designating the steward.

The Association shall provide the City with a written statement setting forth the duties, obligations, authority, and responsibilities of the shop stewards. The Association shall take all acts necessary to minimize the use of City time by shop stewards for the purpose of investigating and processing grievances.

The City will allow named Association stewards reasonable use of City time, subject to approval by the immediate supervisor, to process and investigate a grievance upon the request of an affected grievant. The supervisor will not arbitrarily deny such requests, but may take into consideration the needs of the service in designating the time to be allowed.

**Section 5. Notification of New Employees.**

- (A) The City agrees to provide new employees with an Association dues-deduction card as part of the new employee orientation.
- (B) The City will provide the Association with the names and departments of new employees on a quarterly basis.

**Section 6. Release Time.** The City acknowledges there are specific joint labor/management committees that plan events that benefit the community and that LCEA members are members of these committees.

We believe it is in the best interest of members, the City and the community to have participation in these planning activities. Therefore, the City will support, with advance notice, release time for a maximum of six Association employees to attend four planning committee meetings of one hour duration for the following City approved events:

1. Special Olympics
2. LCEA/LAMP Holiday Dinner Party

Volunteer Day - Additionally, the City will allow the Association's Volunteer Day Site Coordinator(s) 1.5 hours to visit the site(s) and one hour of planning with four Association members to create the Association's work plan for the clean-up day. All other Association members' time to participate in this event is on a volunteer basis. City will allow one Coordinator per site.

Project Shepherd - As part of their normal work assignments, some employees pick up donated cans of food from the schools, and as such, do so on City time for Project Shepherd. All other time spent by City employees to assist with Project Shepherd is done so on a voluntary non-work time basis.

Meet and Confer - The City will continue to provide each Association negotiating team member with half (1/2) hour of preparation time for meet and confer meetings and other time off as is specifically written in the current MOU. During the meet and confer process, the Association may hold two sets of two one-hour meetings with unit members during employee lunch breaks (Session 1: 11:30 a.m.-12:30 p.m. and Session 2: 12:30-1:30 p.m.) to get further direction from the membership and to ratify the agreement. The first meeting to be held near the midpoint of negotiations and the second meeting to be held for ratification of tentative agreement.



## **ARTICLE 41. NO STRIKE — NO LOCKOUT**

### ***Prohibited Conduct***

**Section 1.** The Association, its officers, agents, representatives, and/or members agree that during the term of this Agreement, they will not cause or condone any strike, walkout, slowdown, sickout, or any other job action by withholding or refusing to perform service.

**Section 2.** The City agrees that it shall not lockout its employees during the term of this Agreement. The term "lockout" is hereby defined so as not to include the discharge, suspension, termination, layoff, failure to recall, or failure to return to work of employees of the City in the exercise of its rights as set forth in any of the provisions of this Agreement or applicable ordinance or law.

**Section 3.** An employee who participates in any conduct prohibited in Section 1 above may be subject to termination by the City.

**Section 4.** In addition to any other lawful remedies or disciplinary actions available to the City, if the Association fails, in good faith, to perform all responsibilities listed below in Section 1, "Association Responsibility," the City may suspend any and all of the rights and privileges accorded to the Association under the Employee Relations Resolution, this Memorandum of Understanding, including, but not limited to, suspension of recognition of the Association, grievance procedure, right of access, check-off, the use of the City's bulletin boards, and facilities.

### ***Association Responsibility***

**Section 1.** In the event that the Association, its officers, agents, representatives, or members engage in any of the conduct prohibited in Section 1 above, "Prohibited Conduct," the Association or its duly authorized representatives shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this Memorandum of Understanding and unlawful, and they should immediately cease engaging in conduct prohibited in Section 1 above, "Prohibited Conduct," and return to work.

**Section 2.** If the Association performs all of the responsibilities set forth in Section 1 above, its officers, agents, and representatives shall not be liable for damages for prohibited conduct performed by employees who are covered by this Agreement in violation of Section 1 above.

## **ARTICLE 42. AGENCY SHOP**

### **I. PREAMBLE**

This Addendum to the Memorandum of Understanding (MOU), as amended on May 21, 2001, is entered into by the City of Lakewood (hereinafter "City") and the Lakewood City Employees' Association (hereinafter "Association"). As used herein, an "agency shop," as defined by Government Code Section 3502.5(a) means an arrangement that requires an employee, as a condition of continued employment, either to join the recognized employee organization, or to pay the organization a service fee in an amount not to exceed the standard initiation fee, periodic dues, and general assessments of the organization. This addendum to the MOU is a mutual agreement regarding the procedures for the initial implementation and subsequent administration of any agency shop arrangement entered into by the parties as a consequence of an election whereby a majority of employees in the applicable bargaining unit cast ballots approving an agency shop agreement as authorized by Government Code Section 3502.5 (a), (c), (d), (e) and (f) (Meyers-Milias-Brown Act) through amendments effective January 1, 2001, by Senate Bill 739.

### **II. PURPOSE**

The City and the Association mutually understand and agree that all affected employees have the right to join or not join the Association. It is the purpose of this Addendum to establish fair and equitable procedures for the determination of any agency shop arrangements that may be properly approved by the City employees in eligible job classifications in the unit represented by the Association and the City.

### **III. ASSOCIATION AND EMPLOYEE RIGHTS AND RESPONSIBILITIES**

#### **A. Prior Notification to Employees**

Subsequent to the implementation of an agency shop provision pursuant to an election where a majority of unit employees who voted approved the agency shop as provided for by Government Code Section 3502.5 (a), the City and Association shall notify all employees in the applicable unit of the Agency Shop agreement and shall provide sufficient information to fully inform all affected employees of the purpose of the agreement. This notice shall include a full disclosure of the amount of Association fees and service fees that will be deducted from each employee's pay as a result of the implementation of an agency shop agreement. In addition, the City shall also post any notices, provided by the State Mediation and Conciliation Service about the election results and the responsibilities of employees, the City and the Association in the implementing the election's results.

#### **B. Employees' Responsibilities**

Within 15 calendar days following the agency shop election approving an agency shop, employees shall have the responsibility of choosing to become a member of the Association, or being a non-member and paying a service fee.

#### **C. Implementation of Agency Shop**

##### **1. Notice to Employees**

Within 15 calendar days of an election approving an agency shop arrangement, the City will provide employees in the unit, and any employees hired thereafter into job classes in the affected unit, with an authorization notice advising them of the Agency Shop arrangement and that all employees must either join the Association, pay a service fee to the Association, or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a form for the employee's signature authorizing payroll deduction of Association fees or a service fee, or, if at the election approving the agency shop agreement in lieu of the foregoing, charitable contributions are authorized for employees qualifying as conscientious objectors. Affected employees shall have 15 calendar days from the date they receive the form to fully execute and return it to the City.

##### **2. New Hires**

Once the agency shop agreement has been implemented, each newly hired unit employee shall have 21 calendar days to decide whether they will pay the Association membership fee or pay a service fee only or pay an In-Lieu Conscientious Objector contribution as provided by Section D of this article.

##### **3. Sufficiency of Employees' Earnings**

The employee's earnings must be sufficient after all other legal and required deductions are made, to cover the amount of the dues or fees authorized. When an employee is in an unpaid status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee in an unpaid status during part of a pay period, whose salary is insufficient to cover the full withholding, no deduction shall be made. All other legal and required deductions, including such as health care deductions and lawful wage garnishments, shall have priority over dues and service fees.

#### **D. Employees' Rights of Conscientious Objection**

Any employee who is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or, where authorized by the agency shop election to financially support any public employee organization as a condition of employment.

#### **E. Designation of Non-Religious, Non-Labor Charitable Funds**

Employees covered by III.D. (above) may be required, where authorized at the agency shop election in lieu of periodic dues, initiation fees, or agency shop fees, to pay sums equal to the dues, initiation fees, or agency shop fees to a nonreligious, non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code in accordance with the conditions of 3502.5(c). Proof of the payments shall be made on a monthly basis to the public agency as a condition of continued exemption from the requirement of financial support to the public employee organization. Declarations of, or applications for religious exemption and any other supporting documentation shall be forwarded to the Association within 14 calendar days of receipt by the City. The City shall make these deductions and payments on behalf of the religious objectors.

#### **F. Association Membership or Service Fee**

Employees shall not be required, as a condition of continued employment, to join the Association. Instead, an agency shop arrangement requires the employee, as a condition of continued employment, either to join the Association, or to pay a service fee in an amount not to exceed the standard initiation fee periodic dues, and general assessments of the Association.

#### **G. Procedure for Challenging Amount of Service Fee**

The Association agrees to assume full responsibility to ensure full compliance with the requirement laid down by the United States Supreme Court in *Chicago Teachers Union v. Hudson*, 106.Ct. 1066 (1986), and any other applicable legal authority, with respect to the constitutional rights of non-member service fee payers. Accordingly, the Association agrees to do the following:

1. Provide inquiring non-member service fee payers with information about the amount of the fee and a full explanation of the basis for the fee, including the major categories of expenses, as well as verification of same.
2. Advise non-member service fee payers who wish to challenge the amount or the use of the fee with an expeditious and impartial appeals process.
3. Hold the City harmless from any legal challenge regarding the LCEA's use of fee-payers fees.
4. Any dispute concerning the amount of the service fee and/or the responsibilities of the Association with respect to service fee payers shall not be subject to the grievance procedures contained in the Memorandum of Understanding.

#### **H. City Responsibilities for Collection of Fees**

1. The Administrative Services Department shall cause the amount of the membership fee or service fee to be deducted from semimonthly payroll checks of each unit employee as specified by the Association under the terms contained herein. "Membership fee" as distinct from "service fee" shall be the result of voluntary consent in the form of a payroll deduction card signed by the individual employee.
2. Remittance of the aggregate amount of all dues, fees and other proper deductions made from the salaries of employees hereunder shall be made to the Association by the Administrative Services Department within 15 working days after the conclusion of the month in which said dues, fees and/or deductions were deducted.
3. The Administrative Services Department shall also apply this provision to every permanent employee who becomes an employee of this representation unit through reassignment or transfer within 21 calendar days of the effective date of said reassignment or transfer. Such deduction shall be a condition of continued employment.
4. The City will provide to the Association quarterly the name, department, and job title of each unit employee.
5. The City shall notify the Association within 60 calendar days of any unit employee who, because of a change in employment status, is no longer a member of the representation unit or subject to the provisions of this article.

## **I. Financial Reporting Requirements of the Association**

The Association shall keep an adequate itemized record of its financial transactions and shall make available, annually to the City, the employees who are covered by an agency shop arrangement, within 60 calendar days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by the Association President and Treasurer in accordance with generally accepted accounting principles and standards approved by the City Director of Administrative Services or auditor. At its sole expense, the City may audit the financial records of the Association upon written notice.

## **IV. INDEMNIFICATION**

The Association shall indemnify, defend and hold harmless the City and its officers, managers and employees from and against any and all claims, demands, suits, causes of action, costs, injunctions, writs or other liability that may arise relating to the City's compliance with the agency fee obligation.

## **V. EFFECT OF LEGISLATIVE OR JUDICIAL REVISION, REVERSAL OR INTERPRETATION**

In the event that the agency fee provisions contained in Govt. Code Sec. 3502.5 are reinterpreted, revised, or reversed by action of the California Legislature or by judicial determinations pursuant to legal challenges, this MOU may be revised by the parties as deemed necessary.

## **ARTICLE 43. SOLE AND ENTIRE MEMORANDUM OF UNDERSTANDING**

**Section 1.** It is the intent of the parties hereto that the provisions of this Memorandum of Understanding shall supersede all prior agreements and memoranda of agreement or memoranda of understanding, or contrary salary and/or personnel resolutions, oral or written, expressed or implied, between the parties, and shall govern the entire relationship and shall be the sole source of any and all rights which may be asserted hereunder. This Memorandum of Understanding is not intended to conflict with Federal or State law.

**Section 2.** The parties acknowledge that the City Council will adopt this agreement by resolution which will be known as the Personnel Resolution and to the extent that the Personnel Resolution is not specifically inconsistent with this agreement, said Resolution shall remain in full force and effect during the life of this Memorandum of Understanding.

## **ARTICLE 44. WAIVER OF BARGAINING DURING TERM OF THIS AGREEMENT**

During the term of this Memorandum of Understanding, the parties mutually agree that they will not seek to negotiate or bargain with regard to wages, hours, and terms and conditions of employment, whether covered by this Memorandum or in the negotiations leading thereto, and irrespective of whether such matters were discussed or were even within the contemplation of the parties hereto during the negotiations leading to this Memorandum. Regardless of the waiver contained in this Article, the parties may, however, by mutual agreement, in writing, agree to meet and confer about any matter during the term of this Memorandum.

## **ARTICLE 45. EMERGENCY WAIVER PROVISION**

In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, similar circumstances, provisions of this Memorandum of Understanding or the Personnel Rules or Resolutions of the City, which restrict the City's ability to respond to these emergencies, shall be suspended for the duration of such emergency. After the emergency is over, the Association shall have the right to meet and confer with the City regarding the impact on employees of the suspension of these provisions in the Memorandum of Understanding and any Personnel rules and policies.

## **ARTICLE 46. AUTHORIZED AGENTS**

Authorized agents, for the purpose of administering the terms and provisions of this Memorandum of Understanding shall be:

- A. Representing the City:  
City Manager
- B. Representing the Lakewood City Employees Association:  
President  
P.O. Box 627  
Lakewood, California 90714

## **ARTICLE 47. SEPARABILITY PROVISION**

Should any provision of this Memorandum of Understanding be found to be inoperative, void or invalid by a court of competent jurisdiction, all other provisions of this Memorandum of Understanding shall remain in full force and effect for the duration of this Memorandum of Understanding.

## **ARTICLE 48. MEMORANDUM OF UNDERSTANDING**

The term of this Memorandum of Understanding shall continue in full force and effect for the period July 1, 2013, to and including June 30, 2014.

## **ARTICLE 49. RATIFICATION AND EXECUTION**

IN WITNESS THEREOF, we set our hands this 23rd day of July 2013. Lakewood City Employees' Association: City of Lakewood:

By: \_\_\_\_\_  
Denny Kumpf  
LCEA President

By: \_\_\_\_\_  
Howard L. Chambers  
City Manager

**EXHIBIT “A” – WAGE, SALARY AND CLASSIFICATION PLAN**  
**(Effective June 23, 2013)**

Schedule		Step 1	Step 2	Step 3	Step 4	Step 5
No.	Classification	Monthly*	Monthly*	Monthly*	Monthly*	Monthly*
1A	Intermediate Clerk Typist	2855	2996	3147	3302	3468
2A	PABX Operator/Receptionist	2929	3073	3228	3388	3560
6A	Account Clerk	3231	3390	3563	3740	3928
6A	Senior Clerk	3231	3390	3563	3740	3928
7A	Maintenance Worker	3310	3474	3649	3829	4022
8A	Administrative Clerk	3393	3564	3741	3929	4128
8A	Customer Service Clerk	3393	3564	3741	3929	4128
8A	Customer Service Liaison	3393	3564	3741	3929	4128
8A	Parking Control Officer	3393	3564	3741	3929	4128
8A	Public Utility Customer Service Representative	3393	3564	3741	3929	4128
8A	Purchasing Clerk	3393	3564	3741	3929	4128
8A	Stenographer Clerk	3393	3564	3741	3929	4128
10A	Building Clerk	3569	3746	3934	4132	4339
10A	Park Maintenance Worker	3569	3746	3934	4132	4339
10A	Personnel Clerk	3569	3746	3934	4132	4339
10A	Senior Account Clerk	3569	3746	3934	4132	4339
10A	Water Maintenance Worker	3569	3746	3934	4132	4339
11A	Graphics Technician I	3652	3836	4027	4228	4441
12A	Secretary	3748	3935	4133	4341	4557
12A	Tree Trimmer I	3748	3935	4133	4341	4557
13A	Accounting Technician	3841	4033	4233	4446	4669
13A	Graphics Technician II	3841	4033	4233	4446	4669
13A	Licensed Pesticide Applicator	3841	4033	4233	4446	4669
13A	Senior Park Maintenance Worker	3841	4033	4233	4446	4669
13A	Skilled Trades Worker	3841	4033	4233	4446	4669
14A	Centre AV Technician	3935	4133	4341	4557	4786
14A	Irrigation Repair Worker	3935	4133	4341	4557	4786
14A	Light Equipment Operator	3935	4133	4341	4557	4786
14A	Media Operations Spec. I	3935	4133	4341	4557	4786
15A	Administrative Secretary	4033	4233	4446	4669	4902
15A	Fleet Maintenance Technician	4033	4233	4446	4669	4902
15A	Personnel Technician	4033	4233	4446	4669	4902
15A	Senior Water Maintenance Worker	4033	4233	4446	4669	4902
15A	Tree Trimmer II	4033	4233	4446	4669	4902
16A	Maintenance Carpenter	4136	4343	4559	4789	5028
16A	Maintenance Painter	4136	4343	4559	4789	5028
16A	Maintenance Plumber	4136	4343	4559	4789	5028
16A	Media Technician	4136	4343	4559	4789	5028
18A	Media Operations Spec. II	4346	4563	4791	5030	5284
18A	Park Maintenance Lead Worker	4346	4563	4791	5030	5284
18A	Parking Control Lead Worker	4346	4563	4791	5030	5284
18A	Public Works Aide	4346	4563	4791	5030	5284
18A	Pump Station Operator	4346	4563	4791	5030	5284
18A	Skilled Trades Lead Worker	4346	4563	4791	5030	5284
18A	Tree Lead Worker	4346	4563	4791	5030	5284
19A	Printing Services Lead Worker	4455	4677	4910	5158	5415
20A	Deputy City Clerk	4563	4791	5030	5284	5547
20A	Water Distribution Lead Worker	4563	4791	5030	5284	5547
23A	Water Production Lead Worker	4916	5162	5420	5691	5976
24A	Public Works Inspector	5039	5291	5557	5834	6126
26A	Maintenance Electrician	5291	5556	5836	6125	6434
29A	Helicopter Pilot I	5714	5998	6299	6614	6943

\*Published monthly rates are rounded to whole dollars. Actual rates are rounded to four decimal places.

## EXHIBIT "B" - DISCIPLINARY ACTION

**Section 1. Discipline Defined.** Discipline refers to actions by management directed to the modification of employee conduct which is contrary to the best interests of the public service. It is primarily corrective in nature and taken in response to acts or a failure to act on the part of the employee. No employee shall be discharged, disciplined, demoted or suspended without just cause. Demotions, pay reductions, and layoffs resulting from service modifications, general cost reduction programs, or organizational changes, shall be excluded from the just cause provision. The following disciplinary actions may be taken against any employee:

- A. Oral and written reprimands. Informal (oral) or formal (written) notification of performance or conduct deficiencies.
- B. Suspension. An involuntary absence without pay.
- C. Salary Reduction. A reduction in pay from the employee's current step within a pay range to any lower step within that same range as provided in the City salary resolution.
- D. Demotion. Involuntary reduction from a position in one class to a position in another class having a lower salary range.
- E. Dismissal. Discharge from the City service.

**Section 2. Cause for Disciplinary Action.** The following examples are a non-exclusive list of the more common causes for disciplinary action as they affect an employee's job performance:

- A. Violation of City policies, ordinances, rules, and regulations governing the conduct of employees.
- B. Deficiencies in job performance.
- C. Willful disobedience or insubordination and insubordinate conduct, including actions toward a supervisor by an employee where those actions involve a resistance to, or a defiance of his or her authority and obscene language when used to challenge a supervisor's authority.
- D. Being impaired in the performance of duty because of the use of alcohol, drugs or controlled substances at the work place or on work time; selling, trading or providing alcohol, drugs or controlled substances while on duty or at the work place.
- E. Dishonesty.
- F. Disorderly or immoral conduct.
- G. Discourteous treatment of the public and/or other city employees.
- H. Conviction of a felony.
- I. Absence without leave.
- J. Actions incompatible with or inimical to the public service.
- K. Failure to follow safe working practices or failure to report an injury promptly.
- L. Incompetency, referring to the ability of an employee to meet job performance standards after receiving reasonable training and instruction.
- M. Inefficiency, referring to the unwillingness or inability of an employee to perform assigned duties within acceptable standards of productivity.
- N. Permanent or chronic physical or mental disabilities, not arising out of the course and scope of employment, which prevent employees from performing their jobs and where no reasonable accommodations are possible.
- O. Solicitation of off-hours work. Prohibits an employee from soliciting off-hours work or business activities for, or making recommendations for, himself or another individual or firm during work hours.
- P. Physical intimidation of a co-worker, supervisor or member of the public. This includes assault, impeding or blocking movement, and any interference with an employee's work.
- Q. Excessive absences.
- R. Fighting in the workplace.
- S. Revocation or suspension of a license required for a substantial work related duty, or failure to report the above to the City at the time of occurrence.

## **EXHIBIT "C" – ALTERNATIVE WORK SCHEDULE**

The City has implemented a 9/80 alternative work schedule in work units designated by the City Manager, resulting in extended daily service hours for the public with City Hall closed to the public on alternate Fridays, and a minimum of 26 three-day weekends for employees on this schedule. The City reserves the absolute right to rescind the 9/80 alternative work schedule for any or all work units at any time it determines such schedule no longer serves the best interests of the organization or the public.

## **EXHIBIT "D" – USE OF CITY VEHICLES AND EQUIPMENT**

### **(Excerpt from Personnel Rules, Regulations and Procedures)**

**20.1 Use of City Vehicles and Equipment.** (revised – Resolution No. 2007-27) City vehicles, property and equipment may be used or occupied by city employees only in connection with the performance of official duties, except as otherwise provided for in city administrative policies. Use of city vehicles, city equipment, property or supplies for any use, including personal use, other than for official city business is prohibited. The use of a city vehicle for the transportation of any person for any reason whatsoever, other than performance of duty by a city employee, is prohibited.

Employees as operators of city vehicles must be especially conscious of other motorists, and of the fact that the employee is representing the City to the public. If an employee becomes involved in an accident, he must advise his supervisor or department director, along with the police, immediately after rendering assistance as necessary. Only factual information required by law shall be given. In addition, as soon as possible after the accident an Accident Report shall be completed and filed with the employee's supervisor or department director.

**20.2 Driver's License.** (new – Resolution No. 2012-29) Employees who are required to operate a City Vehicle for City business and/or receive a monthly vehicle allowance or employees that are reimbursed for mileage must have a valid operator's license. If, for any reason, an employee's operator's license becomes invalid, the employee is required to notify their supervisor and the Human Resources Manager prior to the beginning of his/her next scheduled work shift.

**20.3 Insurance.** (new – Resolution No. 2012-29) Proof of insurance will be required before private vehicle use for City business is authorized.

- A. Employees who receive a monthly allowance and/or are reimbursed for mileage shall maintain insurance coverage in an amount not less than the California legal minimum requirement.
- B. The City is not liable for any damage sustained to the employee's vehicle when used on City business. An employee may elect to purchase his/her own comprehensive and collision insurance coverage.
- C. The City shall not be responsible for any increase in the employee's premium rate for any reason.
- D. In the event of an accident, the employee is responsible for paying any deductibles the insurance company may require.
- E. If the insurance coverage is cancelled, terminated, lapsed, or for any other reason curtailed, the employee must notify the Human Resources Manager and the vehicle shall not be used for City service.
- F. Employees who use private vehicles for city business shall provide an insurance policy, certificate, or other proof of coverage to the Human Resources Manager annually.
- G. If an employee operating a City-owned vehicle is involved in an accident, defense and settlement of any claim will be the responsibility of the City's insurance provider, up to the protection limit described in the Memorandum of Coverage. If an employee operating a City vehicle is sued independently as a result of an at-fault accident, the City's insurer may provide coverage to that employee if the accident qualifies as a covered occurrence.



- H. If an employee using his/her private vehicle on City business be involved in an accident with resulting injury or property damage, the employee's own insurance carrier will be primary in defending the employee. If a claim exceeds the limits of the employee's liability insurance coverage, the City's liability protection program would respond in an excess capacity if the accident qualifies as a covered occurrence.

**20.4 Electronic Tracking Technology.** (new – Resolution No. 2012-29) This policy governs the City of Lakewood's use of Electronic Tracking Technology in vehicles and radios it owns or leases that are used by its employees.

Employees of the City of Lakewood may, in the course of employment, be required to drive and/or ride in an agency-owned or leased vehicle equipped with Electronic Tracking Technology. Employee may be assigned a portable radio equipped with Electronic Tracking Technology.

Electronic Tracking Technology means a technological method or system used to observe, monitor, or collect information, including telematics, Global Positioning System (GPS), wireless technology, or location-based technologies. Electronic Tracking Technology may include event data recorders (EDR), sensing and diagnostic modules (SDM), or other systems that are used for the purpose of identifying, diagnosing, or monitoring functions related to the potential need to repair, service, or perform maintenance on the city's vehicles and/or to capture safety systems-related data for retrieval after a collision or similar incident has occurred.

Electronic Tracking Technology allows the City to monitor location, elevation, and velocity of its vehicles. Electronic Tracking Technology use for emergency preparedness and public safety greatly enhances job performance, personnel safety, situational awareness, and may provide assistance in time critical scenarios. Electronic Tracking Technology in city vehicles may also be used for other business related purposes, including, but not limited to, measuring productivity, locating stolen vehicles, providing aid to vehicles that break down, increasing employee safety, managing agency resources effectively, or assisting in ensuring that employees are following their routes or assignments.

The City of Lakewood may use Electronic Tracking Technology at its discretion, and in the ordinary course of business.

The City of Lakewood may utilize Electronic Tracking Technology as information in conducting a disciplinary investigation and in disciplining its employees pertaining to the misuse or abuse of city vehicles, inappropriate use of time, speeding or other misconduct. It is not the intent of the City to use Electronic Tracking Technology primarily for disciplinary purposes.

The California Public Records Act may require that the City disclose specified public records. In response to requests for such disclosure, it may be necessary to examine Electronic Tracking Technology records to determine whether they are public records that are subject to disclosure. Additionally, the city may be required to produce information obtained from Electronic Tracking Technology pursuant to court order, subpoena, or statute.

Employees shall not drive city vehicles when they are in an unsafe mechanical condition. Employees shall inspect their assigned vehicle before each tour of duty and immediately report any damage or mechanical failure to their supervisor.

Employees are prohibited from altering or attempting to alter or disable Electronic Tracking Technology in City of Lakewood vehicles.

WAGE, SALARY AND CLASSIFICATION PLAN  
FY 2013-2014  
(Effective June 23, 2013)

GENERAL OR MISCELLANEOUS EMPLOYEES  
(LAKEWOOD CITY EMPLOYEES ASSOCIATION)

Schedule No.	Classification	Step 1 Monthly*	Step 2 Monthly*	Step 3 Monthly*	Step 4 Monthly*	Step 5 Monthly*
1A	Intermediate Clerk Typist	2855	2996	3147	3302	3468
2A	PABX Operator/Receptionist	2929	3073	3228	3388	3560
6A	Account Clerk	3231	3390	3563	3740	3928
6A	Senior Clerk	3231	3390	3563	3740	3928
7A	Maintenance Worker	3310	3474	3649	3829	4022
8A	Administrative Clerk	3393	3564	3741	3929	4128
8A	Customer Service Clerk	3393	3564	3741	3929	4128
8A	Customer Service Liaison	3393	3564	3741	3929	4128
8A	Parking Control Officer	3393	3564	3741	3929	4128
8A	Public Utility Customer Service Representative	3393	3564	3741	3929	4128
8A	Purchasing Clerk	3393	3564	3741	3929	4128
8A	Stenographer Clerk	3393	3564	3741	3929	4128
10A	Building Clerk	3569	3746	3934	4132	4339
10A	Park Maintenance Worker	3569	3746	3934	4132	4339
10A	Personnel Clerk	3569	3746	3934	4132	4339
10A	Senior Account Clerk	3569	3746	3934	4132	4339
10A	Water Maintenance Worker	3569	3746	3934	4132	4339
11A	Graphics Technician I	3652	3836	4027	4228	4441
12A	Secretary	3748	3935	4133	4341	4557
12A	Tree Trimmer I	3748	3935	4133	4341	4557
13A	Accounting Technician	3841	4033	4233	4446	4669
13A	Graphics Technician II	3841	4033	4233	4446	4669
13A	Licensed Pesticide Applicator	3841	4033	4233	4446	4669
13A	Senior Park Maintenance Worker	3841	4033	4233	4446	4669
13A	Skilled Trades Worker	3841	4033	4233	4446	4669
14A	Centre AV Technician	3935	4133	4341	4557	4786
14A	Irrigation Repair Worker	3935	4133	4341	4557	4786
14A	Light Equipment Operator	3935	4133	4341	4557	4786
14A	Media Operations Spec. I	3935	4133	4341	4557	4786
15A	Administrative Secretary	4033	4233	4446	4669	4902
15A	Fleet Maintenance Technician	4033	4233	4446	4669	4902
15A	Personnel Technician	4033	4233	4446	4669	4902
15A	Senior Water Maintenance Worker	4033	4233	4446	4669	4902
15A	Tree Trimmer II	4033	4233	4446	4669	4902
16A	Maintenance Carpenter	4136	4343	4559	4789	5028
16A	Maintenance Painter	4136	4343	4559	4789	5028
16A	Maintenance Plumber	4136	4343	4559	4789	5028
16A	Media Technician	4136	4343	4559	4789	5028
18A	Media Operations Spec. II	4346	4563	4791	5030	5284
18A	Park Maintenance Lead Worker	4346	4563	4791	5030	5284
18A	Parking Control Lead Worker	4346	4563	4791	5030	5284
18A	Public Works Aide	4346	4563	4791	5030	5284
18A	Pump Station Operator	4346	4563	4791	5030	5284
18A	Skilled Trades Lead Worker	4346	4563	4791	5030	5284
18A	Tree Lead Worker	4346	4563	4791	5030	5284
19A	Printing Services Lead Worker	4455	4677	4910	5158	5415
20A	Deputy City Clerk	4563	4791	5030	5284	5547
20A	Water Distribution Lead Worker	4563	4791	5030	5284	5547
23A	Water Production Lead Worker	4916	5162	5420	5691	5976
24A	Public Works Inspector	5039	5291	5557	5834	6126
26A	Maintenance Electrician	5291	5556	5836	6125	6434
29A	Helicopter Pilot I	5714	5998	6299	6614	6943

\*Published monthly rates are rounded to whole dollars. Actual rates are rounded to four decimal places.

WAGE, SALARY AND CLASSIFICATION PLAN  
FY 2013-2014  
(Effective June 23, 2013)

SUPERVISORY AND JUNIOR ADMINISTRATIVE EMPLOYEES

Schedule		Step 1	Step 2	Step 3	Step 4	Step 5
No.	Classification	Monthly*	Monthly*	Monthly*	Monthly*	Monthly*
16B	Administrative Assistant I	4142	4350	4568	4797	5037
16B	Crime Prevention Specialist	4142	4350	4568	4797	5037
16B	Planning Technician	4142	4350	4568	4797	5037
18B	Accountant	4353	4571	4801	5039	5292
18B	Supervising Parking Control Officer	4353	4571	4801	5039	5292
20B	Recreation Program Coordinator	4572	4802	5040	5294	5557
20B	Video Producer	4572	4802	5040	5294	5557
22B	Administrative Assistant II	4803	5043	5297	5562	5838
24B	Assistant Planner	5046	5300	5566	5845	6138
24B	Community Conservation Representative	5046	5300	5566	5845	6138
24B	Community Transportation Supervisor	5046	5300	5566	5845	6138
24B	Community Services Supervisor	5046	5300	5566	5845	6138
24B	Electronic Media Producer	5046	5300	5566	5845	6138
24B	Human Resources Analyst	5046	5300	5566	5845	6138
24B	Media Services Coordinator	5046	5300	5566	5845	6138
26B	Housing Specialist	5308	5574	5851	6144	6452
26B	Senior Management Analyst	5308	5574	5851	6144	6452
27B	Environmental Resources Supervisor	5436	5709	5994	6294	6608
27B	Facilities Maintenance Supervisor	5436	5709	5994	6294	6608
27B	Fleet Manager	5436	5709	5994	6294	6608
27B	Tree& Hardscape Supervisor	5436	5709	5994	6294	6608
28B	Community Relations Manager	5572	5850	6143	6448	6775
28B	Executive Assistant	5572	5850	6143	6448	6775
28B	Water Distribution Supervisor	5572	5850	6143	6448	6775
29B	Administrative Coordinator	5714	5998	6299	6614	6943
29B	Associate Planner	5714	5998	6299	6614	6943
29B	GIS Analyst	5714	5998	6299	6614	6943
29B	Water Administration Manager	5714	5998	6299	6614	6943
31B	Community Services Manager	6003	6301	6618	6950	7294
33B	Helicopter Pilot II	6300	6616	6949	7293	7659
38B	Purchasing Officer	7130	7487	7860	8253	8666

\*Published monthly rates are rounded to whole dollars. Actual rates are rounded to four decimal places.

WAGE, SALARY AND CLASSIFICATION PLAN  
FY 2013-2014  
(Effective June 23, 2013)

MANAGEMENT AND ADMINISTRATIVE OFFICERS

Schedule		Step 1	Step 2	Step 3	Step 4	Step 5
No.	Classification	Monthly*	Monthly*	Monthly*	Monthly*	Monthly*
31B	Senior Accountant	6003	6301	6618	6950	7294
32B	Crime Prevention Manager	6154	6461	6782	7122	7479
32B	Project Manager	6154	6461	6782	7122	7479
34B	Neighborhood Preservation Mgr.	6457	6782	7120	7477	7852
35B	Senior Planner	6619	6951	7298	7661	8044
36B	IT Services Manager	6784	7125	7480	7853	8246
36B	Senior Project Manager	6784	7125	7480	7853	8246
36B	Finance Manager	6784	7125	7480	7853	8246
38B	Parks Superintendent	7130	7487	7860	8253	8666
40B	Asst. Dir., Rec. & Comm. Serv.	7497	7873	8268	8679	9113
40B	Asst. Director, Admin Services	7497	7873	8268	8679	9113
40B	Asst. Director, Comm. Dev.	7497	7873	8268	8679	9113
40B	Asst. Director, Public Works	7497	7873	8268	8679	9113
40B	Asst. Director, Water Resources	7497	7873	8268	8679	9113
40B	City Clerk	7497	7873	8268	8679	9113
40B	Human Resources Manager	7497	7873	8268	8679	9113
40B	Public Information Officer	7497	7873	8268	8679	9113
40B	Water Operations Superintendent	7497	7873	8268	8679	9113
43B	Assistant to the City Manager	8073	8479	8903	9346	9814

\*Published monthly rates are rounded to whole dollars. Actual rates are rounded to four decimal places.

WAGE, SALARY AND CLASSIFICATION PLAN  
FY 2013-2014  
(Effective June 23, 2013)

EXECUTIVE MANAGEMENT OFFICERS

Schedule No.	Classification	Step 1 Monthly*	Step 2 Monthly*	Step 3 Monthly*	Step 4 Monthly*	Step 5 Monthly*
EDCM	Deputy City Manager	10684	11218	11779	12368	12986
EDCD	Director of Community Development	11451	12025	12626	13257	13921
EDRS	Director of Recreation and Community Services	11451	12025	12626	13257	13921
EDWR	Director of Water Resources	11618	12199	12808	13449	14121
EDPW	Director of Public Works	12217	12828	13470	14142	14850
EACM	Assistant City Manager	12217	12828	13468	14142	14850
EDAS	Director of Administrative Services	13484	14159	14866	15610	16390
CM	City Manager	18750				

\*Published monthly rates are rounded to whole dollars. Actual rates are rounded to four decimal places.

RESOLUTION NO. 2013-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD REPEALING RESOLUTION NO. 2012-30 PERTAINING TO HOURLY-RATED PART-TIME EMPLOYEES AND ENACTING A PERSONNEL RESOLUTION ESTABLISHING THE COMPENSATION, RULES AND REGULATIONS PERTAINING TO HOURLY-RATED PART-TIME EMPLOYEES.

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

SECTION 1. Resolution No. 2012-30, a resolution of the City Council of the City of Lakewood establishing the salaries and compensation of hourly-rated part-time employees and repealing previous resolution on the same subject matter, adopted by the City Council on June 24, 2012 is hereby repealed.

SECTION 2. This resolution shall be known **as** the Hourly-Rated Part-Time Employee Personnel Resolution.

SECTION 3. Hourly-rated part-time officers and employees shall be those officers and employees in the non-classified service, part-time employees, temporary, emergency and seasonal employees.

1. Compensation. Hourly-rated part-time officers and employees shall be compensated for said service in accordance with the job description and hourly rates incorporated herein as Attachment A.

2. Benefits. Part-time employees shall not participate in or be entitled to any benefit program of the City except as required by law.

3. Pay Periods. All part-time employees shall be paid on a biweekly basis. Payday shall be during the week following the end of the biweekly pay period.

SECTION 4. This Resolution shall become effective the 23rd day of July 2013.

ADOPTED AND APPROVED THIS 23RD DAY OF JULY 2013.

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Mayor

ATTEST:

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City Clerk

# HOURLY RATED PART TIME EMPLOYEES

Schedule "A"	Job Description	EFFECTIVE DATE
		6/23/2013
	Administrative Aide I	9.4046
	Administrative Aide II	9.8618
	Cashier-Clerk	12.3300
	CATV Production Assistant	15.7809
	CATV Production Intern	14.1012
	Centre Event Technician	15.7809
	Clerk Typist I	13.2327
	Clerk Typist II	13.9297
	Clerk Typist III	14.6040
	Clerk Typist IV	15.3011
	Clerk Typist V	16.0667
	Clerk Typist VI	16.8780
	Crossing Guard I	13.2442
	Crossing Guard II	13.9527
	Crossing Guard III	14.6268
	Crossing Guard IV	15.3697
	DASH Dispatcher II	12.8328
	DASH Dispatcher III	14.7296
	DASH Dispatcher IV	16.3295
	DASH Transportation Driver II	12.8328
	DASH Transportation Driver III	14.7296
	DASH Transportation Driver IV	16.3295
	DASH Transportation I Driver-in-Training	10.3399
	Intern I	16.5009
	Intern II	17.3465
	Lifeguard I	13.1756
	Lifeguard II	13.8383
	Locker Attendant	10.6501
	Maintenance Aide I	10.6501
	Maintenance Aide II	12.8328
	Maintenance Aide III	14.7297
	Media Production Center Tech A	40.8639
	Pesticide Application Specialist	26.9454
	Pool Manager I	17.5293
	Pool Manager II	18.4093
	Pool Manager III	19.3121
	Pool Manager IV	20.2947
	Public Works Inspector	45.0347
	Recreation Leader I	10.6501
	Recreation Leader II	12.8328

<b>Schedule "A"</b>	<b>Job Description</b>	<b>EFFECTIVE DATE</b>
		<b>6/23/2013</b>
	Recreation Leader III	14.7297
	Recreation Leader IV	16.3295
	Recreation Specialist I	19.0263
	Recreation Specialist II	23.0144
	Recreation Specialist III	27.6653
	Recreation Specialist IV	32.2591
	Relief Administrative Clerk I	18.9691
	Relief Administrative Clerk II	20.8890
	Relief Administrative Clerk III	22.5231
	Relief Building Inspector	60.6100
	Relief Helicopter Pilot	34.4760
	Relief Parking Control Officer I	18.7749
	Relief Parking Control Officer II	20.8090
	Relief Parking Control Officer III	22.8774
	Relief Senior Building Inspector	79.2021
	Relief Telephone Operator	16.1810
	Senior Building Inspector	79.2021
	Senior Lifeguard I	14.3525
	Senior Lifeguard II	15.0154
	Senior Lifeguard III	15.7925
	Senior Lifeguard IV	16.5581
	Senior Relief Helicopter Pilot	38.0869
	Sports Official	19.0263
	Student Recreation Assistant	9.4046
	Swimming Instructor I	12.9356
	Swimming Instructor II	13.5983
	Swimming Instructor III	14.2841
	Swimming Instructor IV	14.9469
	Video Operations Assistant I	18.3864
	Video Operations Assistant II	19.2891
	Video Operations Assistant III	20.2833
	Video Operations Assistant IV	21.2889
	Video Operations Assistant V	22.3631
	Video Project Specialist I	24.5114
	Video Project Specialist II	40.8639



**HOURLY RATED PART TIME EMPLOYEES**

<b>Schedule "B"</b>	<b>Job Description</b>	<b>EFFECTIVE DATE</b>
		<b>6/23/2013</b>
	Administrative Specialist I	22.4545
	Administrative Specialist II	23.5629
	Administrative Specialist III	24.7513
	Administrative Specialist IV	25.9855
	Administrative Specialist V	27.2997
	Capital Project Clerk	14.6040
	Centre Event Specialist	15.3697
	Community Services Leader II	11.9300
	Community Services Leader III	13.7127
	Community Services Leader IV	15.1868
	Community Services Officer I	22.3631
	Community Services Officer II	23.4715
	Community Services Officer III	24.6599
	Community Services Officer IV	25.8940
	Community Services Officer V	27.1854
	Community Services Specialist	17.7008
	Construction Inspector	45.0347
	Fingerprint Technician I	22.3631
	Fingerprint Technician II	23.4715
	Fingerprint Technician III	24.6598
	Fingerprint Technician IV	25.8940
	Fingerprint Technician V	27.1854
	Legislative Technician I	30.5679
	Legislative Technician II	33.2418
	Maintenance Services Aide I	9.7132
	Maintenance Services Aide II	11.7034
	Maintenance Services Aide III	13.4334
	Maintenance Services Aide IV	15.1068
	Maintenance Trainee I	14.3983
	Maintenance Trainee II	15.1068
	Management Trainee I	17.2894
	Management Trainee II	18.1579
	Media Aide	14.6726
	Media Production Center Tech B	37.9955
	Paratransit Communication Operator II	11.9299
	Paratransit Communication Operator III	13.7127
	Paratransit Communication Operator IV	15.1868
	Paratransit Communication Operator V	17.7009
	Paratransit Vehicle Operator II	11.9299
	Paratransit Vehicle Operator III	13.7127

<b>Schedule "B"</b>	<b>Job Description</b>	<b>EFFECTIVE DATE</b>
		<b>6/23/2013</b>
	Paratransit Vehicle Operator IV	15.1868
	Paratransit Vehicle Operator V	17.7009
	Parking Enforcement Technician I	17.4379
	Parking Enforcement Technician II	19.3463
	Relief Telephone Operator/Service Receptionist	15.0611
	Senior Community Services Specialist	25.7227
	Service Request Representative I	17.5293
	Service Request Representative II	18.4093
	Service Request Representative III	19.3578
	Support Services Clerk I	17.4609
	Support Services Clerk II	18.3179
	Support Services Clerk III	19.2320
	Support Services Clerk IV	20.1918
	Video Operations Specialist	25.0942
	Video Operations Technician I	17.0837
	Video Operations Technician II	17.9408
	Video Operations Technician III	18.8549
	Video Operations Technician IV	19.7806
	Video Operations Technician V	20.7975

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

# Public Hearings

**TO:** Honorable Mayor and City Council

**SUBJECT:** Public Health Goals Compliance Report 2010-2012

## **INTRODUCTION**

According to California Health and Safety Code Section 116470(b), Public water systems with over 10,000 service connections must prepare a report that provides information on the water system's water quality in relationship to the state's public health goals (PHGs) and the EPA's maximum contaminant level goals (MCLGs). Only water utilities exceeding a PHG or MCLG must prepare a Public Health Goals Compliance Report every three years. These utilities must make the report available to the public and hold a public hearing to gather comment at a regularly scheduled meeting of the utility's governing body as soon after July 1 as possible.

## **STATEMENT OF FACT**

The State Office of Environmental Health Hazard Assessment (OEHHA) and the USEPA established PHGs and MCLGs, respectively. PHGs and MCLGs are non-enforceable goals, set considerably lower than the maximum contaminant level, and are set based solely on the risk to public health. MCLs are set based on the ability to set a detection level, the availability of treatment technology and a cost/benefit analysis.

The regulation requires utilities to discuss the following:

- The numerical public health risk associated with the MCL, PHG or MCLG for each constituent that has exceeded the PHG or MCLG during the reporting period.
- The category or type of risk to health associated with each constituent.
- The best treatment technology available to reduce the level of the constituent.
- The estimated cost to install and operate treatment facilities and the feasibility of installation.

The current PHG Compliance Report encompasses the water quality analysis results from January 2010 through December 2012. Analysis of the water quality data from the reporting period indicates the only constituents exceeding a PHG/MCLG were arsenic and total coliform.

The MCL for arsenic is 10 parts per billion (ppb). The State set the PHG for at 4 parts per trillion (ppt), which is more lenient than the USEPA's MCLG of zero. However, both the MCLG and PHG would be difficult to meet. The detection limit for arsenic is 2 ppb, 500 times higher than the MCLG and PHG.

To meet the state's water quality regulations for arsenic, each of the City's water wells are tested triennially. All but one drinking water well has detectable levels of arsenic ranging from non-detectable to 6.9 ppb, which meets the federal MCL of 10 ppb. To meet arsenic's PHG of 4 parts per trillion the City would need to install treatment facilities at each water storage facility and at several water wells, which are not connected to storage. The Department of Water Resources estimates the cost of construction of these facilities at \$12 million. The capital cost translates into an additional \$589 per service connection and an additional \$88 per service connection annually for operation and maintenance of the facilities. However, installation of coagulation/filtration treatment does not guarantee that the concentration of arsenic would drop to under the PHG of 4 ppt.

Weekly coliform bacteria samples are taken throughout the water distribution system. Coliform bacteria are considered an indicator organism that is pervasive in nature and are not generally considered harmful. Additionally, coliform bacteria are used because of the ease in monitoring and analysis. If a positive sample is found, it indicates a potential problem that needs to be investigated and follow up sampling done. It is not at all unusual for a system to have an occasional positive sample. Due to the fact that sampling points are outside and that human contact is required to take the samples, it is difficult if not impossible to assure that a system will never get a positive sample.

Best practices including injecting enough sodium hypochlorite at each of the well sites to maintain a chlorine residual of 0.5 ppm minimum in the distribution system, flushing the water mains annually and enforcing the City's backflow prevention program reduces the potential of positive coliform bacteria samples.

The state of California has not set a PHG for total coliform. The EPA's MCLG for total coliform is set at zero. The MCLG is exceeded if a positive sample is detected in any month. The MCL is exceeded if 5 percent or more of the samples indicate the presence of coliform bacteria. In 2012, the City drew 1,092 samples to test for coliform bacteria in the distribution system. None of the samples indicated the presence of the coliform bacteria. However, three samples drawn in 2010 and 4 samples drawn in 2011 indicated the presence of the constituent. None of these positive samples confirmed. In each instance resampling from the initial positive sample location plus two additional samples, up and downstream of the positive sample did not confirm the presence of coliform bacteria. The MCL was not exceeded and no additional action was required.

Public Health Goals Compliance Report 2010-2012

July 23, 2013


Page 3


**SUMMARY**

Only two of the 180 constituents analyzed during the past three years exceeded the PHG or the MCLG. The utility is not currently in violation of any state or federal drinking water standard. The City Council Water Resources Committee reviewed the draft report and referred it to the City Council to hold a public hearing, gather testimony and adopt the report.

**RECOMMENDATION**

The City Council Water Resources Committee recommends holding a public hearing and adopting the Public Health goals Compliance Report 2010-2012.

James B. Glancy   
Director of Water Resources

Howard L. Chambers   
City Manager

**City of Lakewood Department of Water Resources**  
**Public Health Goals Compliance Report 2010-2012**  
**July 23, 2013**

Introduction

The California Health and Safety Code requires water utilities serving over 10,000 service connections to analyze the water quality sample data from the previous three years and compare the results to the Public Health Goals (PHG) established by the Cal-EPA's Office of Environmental Health Hazard Assessment (OEHHA). Water utilities with sampling results that exceed a PHG, based on average of all sample data collected for each constituent must prepare a report and hold a public hearing to discuss the findings.

Not all primary drinking water constituents have an assigned PHG. In this instance, the water suppliers must compare sample results to the Maximum Contaminant Level Goals (MCLGs) adopted by the United States Environmental Protection Agency (USEPA). Only constituents, which have a primary drinking water standard, and a PHG or MCLG, must be addressed in the report.

Only those constituents exceeding a PHG or MCLG in the water utilities water supply from January 1, 2010 to December 31, 2012 must be included in the report. The report includes the following:

- The numerical public health risk associated with the PHG and/or MCLG;
- The category or type of risk(s) to health associated with constituent;
- The best treatment technology available to reduce the constituent level;
- An estimate of the cost to install and operate a treatment process that would reduce the level of a constituent to below a PHG or MCLG; and
- A discussion of the feasibility of the treatment process.

The report gives water system customers access to information concerning detectable levels of contaminants below enforceable mandatory drinking water standards, Maximum Contaminant Levels (MCLs), and provides customers with the cost to eliminate any trace of the contaminant from drinking water regardless of how minimal the health risk. The report is unique to California.

Public Health Goals & Maximum Contaminant Level Goals

The USEPA and the California Department of Public Health use the following factors when setting enforceable drinking water standards: analytical detection capability, treatment technology available, benefits and costs. None of these practical risk-management factors are considered when setting PHG or MCLGs. The PHG (or MCLG) is the concentration of a contaminant in drinking water at which adverse health effects are not expected to occur from a lifetime of exposure. PHGs and MCLGs are based solely on public health risk considerations. *The PHGs and MCLGs are not enforceable and are not required to be met by any public water system.*



## Water Quality Data

The City of Lakewood Department of Water Resources conducted over 11,120 tests on its water supply during 2010, 2011 and 2012. The City analyzed this data to determine compliance with primary and secondary drinking water standards. The City's 2012 Annual Water Quality Report summarizes this data. The calculated average of this data was used to determine compliance with PHGs and MCLGs. Of the 154 constituents analyzed, only two, arsenic and total coliform failed to meet the current PHG/MCLG: Arsenic PHG of 4 parts per trillion and Total Coliform MCLG of 0% positive.

## Arsenic

Arsenic is a naturally occurring element in the earth's crust and is very widely distributed in the environment. All humans are exposed to small quantities of arsenic (inorganic and organic) largely from food and to a lesser degree from drinking water and air. Some edible seafood may contain higher concentrations of arsenic which is predominantly in less acutely toxic organic forms.

Constituent	MCL	PHG	Laboratory Detection Limit	Lakewood Average Sampling Results	Health Risk Category	Cancer Risk @ MCL	Cancer Risk @ PHG
Arsenic	10 ppb <sup>1</sup>	0.004 ppb (4 ppt)	2 ppb	4 ppb	Carcinogen	2.5 per thousand	1 per million

## Category of Risk to Public Health

The Office of Environmental Health Hazard Assessment has determined arsenic as a carcinogen. In addition, it also causes irritation of the digestive tract, nausea, vomiting and diarrhea, decreased production of erythrocytes and leukocytes, abnormal cardiac function, blood vessel, liver and/or kidney damage, impaired nerve function in hands and feet, skin abnormalities appearing as dark or light spots on the skin and small "corns" on the palms, soles, and trunk, which may progress to skin cancer, and causes heart attack, stroke, diabetes mellitus, and hypertension.

## Numerical Health Risks

The Office of Environmental Health Hazard Assessment has determined that a numerical cancer risk for arsenic of  $1 \times 10^{-6}$ , which results in a cancer risk of one in one million at the level of 0.004 ppb (or 4 ppt), the PHG, and 2.5 in one thousand risk of cancer at 10 ppb, the MCL.<sup>2</sup>

## Best Available Technology for Arsenic Removal & Approximate Treatment Cost

Both the USEPA and CDPH adopted Best Available Technologies (BATs); the best known methods of reducing contaminants to levels below the MCL. Costs can be estimated for such technologies. Since many PHGs and all MCLGs are set much lower than the MCL, it is not always possible or feasible to determine the type of treatment process necessary to further reduce

<sup>1</sup> California Department of Public Health lowered the MCL from 50 ppb to 10 ppb in 2008.

<sup>2</sup> Cancer Risk = theoretical 70-year lifetime excess cancer risk at a statistical confidence limit. Actual cancer risk may be lower or zero. Cancer risk is stated in terms of excess cancer per million (or fewer) population, e.g.,  $1 \times 10^{-6}$  means 1 excess cancer cases per 1,000,000 people. (1 excess case means 1 person will get cancer than if the population had not been exposed to the chemical.)

constituent levels to or near the PHG or MCLG<sup>3</sup>. Estimating costs to reduce a constituent to levels at or near zero is difficult, if not impossible, due to the limitations of analytical means to accurately determine minute levels of a constituent. Advances in laboratory analyses methods would have to occur before water quality professionals could detect arsenic at 4 parts per trillion. Additionally, in some cases, installing treatment to reduce one constituent to very low levels may have adverse effects on other aspects of water quality.

The following treatment technologies are used for the removal of arsenic to levels below the MCL:

- Activated Alumina,
- Ion Exchange
- Reverse Osmosis
- Lime Softening
- Coagulation/filtration

The City of Lakewood recently completed the installation of a treatment plant for the removal of arsenic from the water supply at one of the City's production wells. This plant uses coagulation/filtration to remove arsenic to an average of 3 ppb. Additional treatment would need to be installed to further reduce the levels. However, it is not possible to remove arsenic levels at or below the PHG of 4 parts per trillion, because the detection limit for laboratory analysis stands at 2 parts per billion. Using the data from this project and analyzing the remaining water sources with detectable levels of arsenic, the Department of Water Resources estimates the construction costs to the City at approximately \$12 million. Construction costs include: engineering design, construction management and inspection services. This cost excludes annual operation and maintenance cost. The anticipated capital cost to each water customer in the City's service area is estimated at \$589 and an additional \$88 per year for maintenance and operation of the treatment facilities.

### Total Coliform Bacteria

The California Department of Public Health and the US EPA require public water systems to test for total coliforms on a weekly basis throughout the water distribution system. Coliform bacteria samples are taken, because coliform bacteria are considered an indicator organism that is pervasive in nature and are not generally considered harmful. Additionally, coliform bacteria are used because of the ease in monitoring and analysis. If a positive sample is found, it indicates a potential problem that needs to be investigated and follow up sampling done. It is not at all unusual for a system to have an occasional positive sample. It is difficult if not impossible to assure that a system will never get a positive sample.

The MCL for coliform bacteria is 5 percent and the MCLG is zero (CDHS has not set a PHG for coliform bacteria). The reason for the coliform in drinking water standard is to minimize the possibility of the water containing pathogens, which are organisms that cause waterborne disease. Because coliform is only a surrogate indicator of the potential presence of pathogens, it is not possible to state a specific numerical health risk. While the USEPA normally sets MCLGs at a level where no known or anticipated adverse effects on persons would occur, the agency indicates this cannot be determined with coliforms.

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<sup>3</sup> The USEPA set all MCLGs for carcinogens at zero (0), based on the rationale that no safe exposure level exists for carcinogens.

During the timeframe January 1, 2010 to December 31, 2012 the Department of Water Resources drew 3,300 samples to test for total coliform. During that time period seven sample results indicated the presence of coliform bacteria, thus exceeding the MCLG of 0 percent. The chart below indicates the occurrences of positive sample results:

Month/Year	Total Number of Samples for Month	Total Number of Positive Samples	% of Positive Samples
May, 2010	90	1	1%
June, 2010	108	1	1%
August, 2010	87	1	1%
April 2011	90	2	2%
June 2011	111	2	2%
2012	No Positive Sample Results		
TOTAL for 3 Year Period	3,300	7	0.21%

Following the notification of a positive sample, the Department of Water Resources conducted additional samples upstream and downstream of each positive sample site and a resample of the initial site, and found no additional positive samples. Therefore, the City does not plan to implement any additional treatment process at this time. However, the City takes the following steps to lessen the chance for positive coliform bacteria sample results:

- Follows the steps outlined by the State Department of Health Services in Section 64447, Title 22, CCR as the best available technology for treating coliform bacteria.
- Inject chlorine into the distribution system at all eleven water well sites to disinfect the water supply.
- Maintain a chlorine residual of 0.5 ppm in the distribution system to monitor water quality in the system. The city controls the amount of chlorine in the water to provide the best health protection without causing undesirable taste and odor problems or increasing levels of disinfection byproducts.
- Conduct annual mainline flushing program to rid the distribution system of sediment in the water mains.
- Enforce the city's backflow prevention program, which requires testing and inspection of devices that prohibit back siphoning of water from a customer into the potable water system.

### Summary

The City of Lakewood, Department of Water Resources meets all California Department of Public Health and USEPA drinking water standards set to protect public health, the MCLs. Constructing expensive treatment facilities to further reduce the level of constituents to produce water that will not have any adverse health effect when consumed for a lifetime by individuals regardless of their health status puts a tremendous financial burden on an agency with no guaranteed results or protection to the public. In addition, improvement in laboratory detection and water treatment technologies are needed to detect and treat water respectively at PHG/MCLG levels. Staff recommends no action at this time.

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

## COUNCIL AGENDA

July 23, 2013

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

**SUBJECT:** Delinquent Fees and Charges for Garbage, Waste and Refuse

### INTRODUCTION

The City Council reaffirmed the policy relative to unpaid charges for garbage, waste and refuse accounts at their regular meeting of May 14, 2013. The City Council also adopted Resolution Number 2013-11 directing the Director of Administrative Services to prepare a Report of Delinquent Fees as of May 31, 2012, and setting a public hearing for July 23, 2013.

### STATEMENT OF FACT

A notice of public hearing has been mailed to all delinquent property owners owing \$35.00 or more as of May 31, 2013. Four hundred forty four (444) notices were mailed, representing \$65,312.02 in delinquent charges. As a result of these notices, payments are being made. Although we anticipate the final trash lien amount to be similar to that of previous years, we will advise you Tuesday evening of the number of delinquent accounts and the amount of delinquent fees as of the close of business that day.

A comparison of this year with the preceding three years is shown below:

	2013 Lien	2012 Lien	2011 Lien	2010 Lien	2009 Lien
<b>Notices Mailed:</b>	444	486	478	471	460
<b>Delinquent Accounts As of Public Hearing:</b>	tbd	311	340	277	314
<b>Liens Recorded at County:</b>	tbd	225	263	241	226
	tbd	\$37,592.25	\$40,257.67	\$35,011.16	\$34,971.88

The report of delinquent garbage, waste and refuse collection fees will also be provided at the Council Meeting. Those parcels for which payment has been made, or which have been transferred or conveyed to bona fide purchasers will be deleted.

### STAFF RECOMMENDATION

It is recommended that, at the following public hearing the City Council adopt the Resolution confirming the Report of Delinquent Fees.



Diane Perkin  
Director of Administrative Services

Howard L. Chambers  
City Manager



RESOLUTION NO. 2013-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD CONFIRMING THE REPORT OF DELINQUENT FEES AND CHARGES FOR GARBAGE, WASTE AND REFUSE COLLECTION AND DISPOSAL WITHIN THE CITY OF LAKEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, MAY 31, 2012

WHEREAS, the City Council of the City of Lakewood, in accordance with the provisions of Chapter 3 of Article V of the Lakewood Municipal Code, commencing with Section 5300, did on and prior to May 31, 2013, provide to and remove from the parcels of land described on the Report, attached hereto and made a part hereof, the collection of garbage, waste, and refuse, and for which a fee was charged pursuant to the terms and provisions of the Lakewood Municipal Code; and

WHEREAS, said fees and charges for said services so provided by the City of Lakewood, and as hereinafter set forth, have remained unpaid for a period of sixty (60) or more days after the date upon which they were billed; and

WHEREAS, the City of Lakewood on May 14, 2013, by Resolution Number 2013-11 directed the Director of Administrative Services to prepare a Report of Delinquent Fees as of May 31, 2012, of \$35.00 or more, and to report upon the same at the time of the public hearing thereon set for July 23rd, 2013 at 7:30 p.m., in the City Council Chambers at the Civic Center, 5000 Clark Avenue; and

WHEREAS, pursuant to said direction of the City Council of the City of Lakewood the Director of Administrative Services has prepared such a Report, and caused the same to be filed in her office, and the City Clerk has, in accordance with Section 25831 of the Government Code of the State of California, and the direction of the City Council, given notice in writing by mail to the landowners listed on the Report not less than ten days prior to the date of said hearing; and

WHEREAS, the City Council did hear any objection or protest of landowners liable to be assessed for said delinquent fees at a regular meeting of the City Council meeting and a said hearing held for that purpose on July 23, 2013; and

WHEREAS, said Report, as prepared by the Director of Administrative Services with such revisions or corrections to the Report made by the City Council as it deems just at said hearing, should be confirmed as hereinafter set forth, and a certified copy of the confirmed Report filed with the Los Angeles County Auditor-Controller and the amount thereof collected at the same time and in the same manner as ad valorem taxes are collected, and shall be subject to the same penalties and the same procedures and sale;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKEWOOD THAT:

SECTION 1. The Report of the Director of Administrative Services of Delinquent

Garbage, Waste, Refuse and Disposal Fees within the City of Lakewood, California, of \$35.00 or more existing on May 31, 2013, as amended and revised and attached hereto, is hereby confirmed and approved. The delinquent fees therein set forth are confirmed and shall constitute a special assessment against the respective parcels of land as therein stated, and are a lien of said respective parcels of land in the amount of such delinquent fees. The City Clerk is directed to file a certified copy of said Confirmed Report attached hereto with the County Auditor-Controller for the amount of the respective assessments against the respective parcels of land, as they appear on the current assessment rolls. The City Clerk is further directed to forward a copy of this resolution with said Confirmed Report attached thereto to the County Auditor-Controller so that the same may be collected at the same time and in the same manner as ordinary ad valorem taxes are collected, and shall be subject to the same penalties and the same procedure and sale, in case of delinquency, as provided for such taxes. All laws applicable to the levy, collection and enforcement of ad valorem taxes shall be applicable to such assessments, and further subject to the terms and provisions of Section 25831 of the Government Code of the State of California.

SECTION 2. Said assessment shall constitute a lien against the property if not paid prior to the delivery of such Report to the County Auditor-Controller. Any assessment paid on or before the delivery of such Report to the County Auditor-Controller may be deleted by the City Clerk prior to delivery of such Report.

SECTION 3. If any real property to which such lien would be attached has been transferred or conveyed to a bona fide purchaser for value, or if a lien of a bona fide encumbrance for value has been created and attached thereto, prior to the date on which the first installment of such taxes will become delinquent, then the lien which would otherwise be imposed by this section shall not attach to such real property, and the delinquent fees, as confirmed, relating to such property shall be transferred to the unsecured rolls for collection.

SECTION 4. The City Clerk is hereby authorized to certify to said Report, and cause a copy of this Resolution and said Report to be filed with the County Auditor-Controller on or after the 31<sup>st</sup> day of July, 2012. In any case, where said lien cannot be collected on the tax rolls, the City Clerk is directed to file a Notice of Lien of said assessment in the Office of the County Auditor-Controller and the lien thereby created attached upon recordation of said Notice.

ADOPTED AND APPROVED THIS 23RD DAY OF JULY 2013.

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Mayor

ATTEST:

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City Clerk

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



*Legislation*

## ORDINANCE NO. 2013-1

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD AMENDING THE ZONING MAP OF THE CITY OF LAKEWOOD BY CHANGING THE ZONING FROM M-F-R (MULTIPLE FAMILY RESIDENTIAL) TO PD-MF (MULTIPLE-FAMILY DWELLING UNIT PLANNED DEVELOPMENT) ON THAT PROPERTY LOCATED AT 2922 SOUTH STREET, DESIGNATED AS ZONE CHANGE CASE NO. 112

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

SECTION 1. The Zoning Map of the City of Lakewood heretofore adopted by Section 9311 of Part I, of Chapter 3, of Article IX of the Lakewood Municipal Code is amended as shown on Exhibit "F", attached hereto and made a part hereof, so as to change the official zoning from M-F-R (Multiple Family Residential) to PD-MF (Multiple-Family Dwelling Unit Planned Development) for the property located at 2922 South Street, Lakewood, California in accordance with and subject to the Development Plan attached hereto and made a part hereof as though set forth in full.

SECTION 2. Pursuant to the terms and provisions of the California Environmental Quality Act Guidelines and Resolution No. 73-29, the Director of Community Development, following an Initial Study, has caused to be prepared a Mitigated Negative Declaration, pursuant to Section 15070 of the California Environmental Quality Act Guidelines, as amended. Based on the Mitigated Negative Declaration with the mitigation measures therein contained, this project is found to have no significant effect on the environment. Therefore, said Mitigated Negative Declaration is hereby approved.

SECTION 3. The aforementioned amendment to the official zoning ordinance of the City of Lakewood has been adopted pursuant to an application for the designation of PD-MF zoning on the subject property in accordance with and subject to a Development Plan submitted with said application. No building permit or use permit shall be issued for any development of said land, nor shall any development of the site be undertaken until the precise plan has been approved by the City Planning Commission and City Council.

SECTION 4. The aforementioned amendment to the official Zoning Ordinance of the City of Lakewood has been adopted pursuant to a public hearing held before the City Council on the 25<sup>th</sup> day of June, 2013 following published, posted, and mailed notice in accordance with the Government Code and local ordinances.

SECTION 5. The Development Plan and Precise Plan as set forth in Exhibits "A" through "U" are hereby approved.

SECTION 6. No person shall violate any provision, or fail to comply with any of the requirements of this Ordinance. Any person violating any of the provisions, or failing to comply with any of the mandatory requirements of this Ordinance shall be guilty of a misdemeanor. Any person convicted of a misdemeanor under the provisions of this Ordinance shall be punished

by a fine equal to the maximum amount allowed under state law, or by imprisonment in the City or County Jail for a period not exceeding six months, or by both fine and imprisonment. Each such person shall be guilty of a separate offense for each and every day during any portion of which any violation of any provisions of this Ordinance is committed, continued, or permitted by such person, and shall be punished accordingly.

In addition to the penalties hereinabove provided, any condition caused or permitted to exist in violation of any provisions of this Ordinance shall be deemed a public nuisance, and may be by this City summarily abated as such, and each day such condition continues shall be regarded as a new and separate offense.

SECTION 7. 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 8. 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 public places within the City. This ordinance shall take effect thirty (30) days after its adoption.

ADOPTED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013, BY THE FOLLOWING ROLL CALL VOTE:

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

\_\_\_\_\_  
Mayor

ATTEST:

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

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

## ORDINANCE NO. 2013-2

### AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD ADOPTING THE LAKEWOOD CENTER SIGN PROGRAM SPECIFIC PLAN.

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

#### SECTION 1. INTRODUCTION

##### **PURPOSE**

This plan is a Statutory Specific Plan designed to implement the City's General Plan for a specific geographic area. Once this Specific Plan is adopted, all new freestanding signs and modifications proposed to existing freestanding signs at the site must be consistent with this Specific Plan. The purpose of the Lakewood Center Sign Program Specific Plan (the "Specific Plan") is to establish a uniform design and sign style for all freestanding signs on the site.

The Specific Plan is prepared in accordance with the statutory requirements of California Government Code Sections 65450-65457. These provisions of the Government Code require the Specific Plan be consistent with the General Plan.

##### **SPECIFIC PLAN SITE**

###### **A. Project Location**

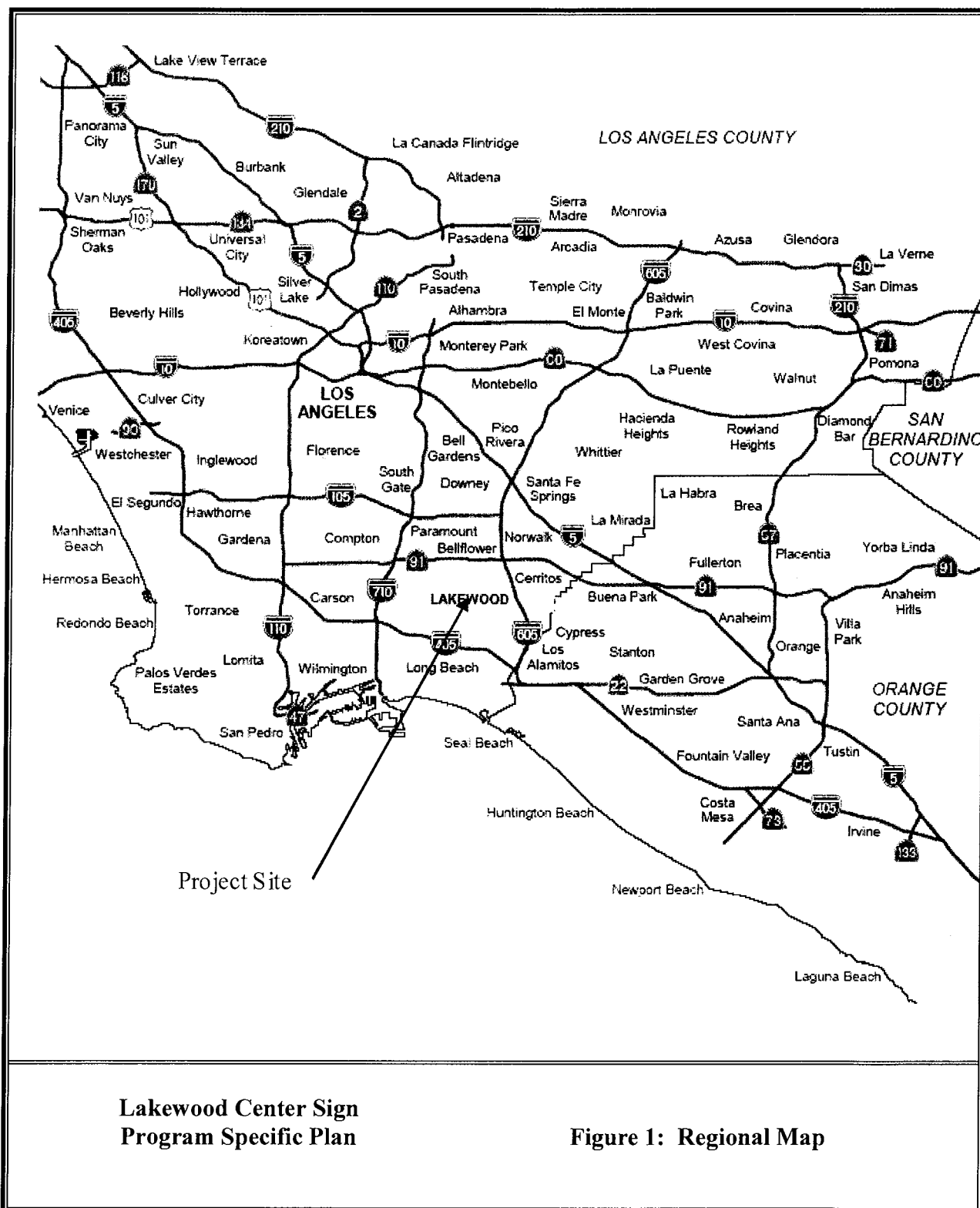
This project site is generally described as all of the parcels bounded by Lakewood Boulevard on the west, Candlewood Street on the north, Clark Avenue on the east, and Del Amo Boulevard on the south, except for that parcel immediately adjacent to the northeast corner of Lakewood Boulevard and Del Amo Boulevard, more commonly known as 4910 Lakewood Boulevard. The subject site also includes those commercially zoned parcels on the north side of Candlewood Street between Lakewood Boulevard and Clark Avenue. Two of the proposed signs may be located within the public right-of-way which requires an encroachment permit from the City. Figure 1 shows the location of the City of Lakewood in a regional context and the location of the Specific Plan site within the City. Figures 2 and 3 shows the Los Angeles County Assessor's maps of the site and Figure 4 is an aerial view of the site.

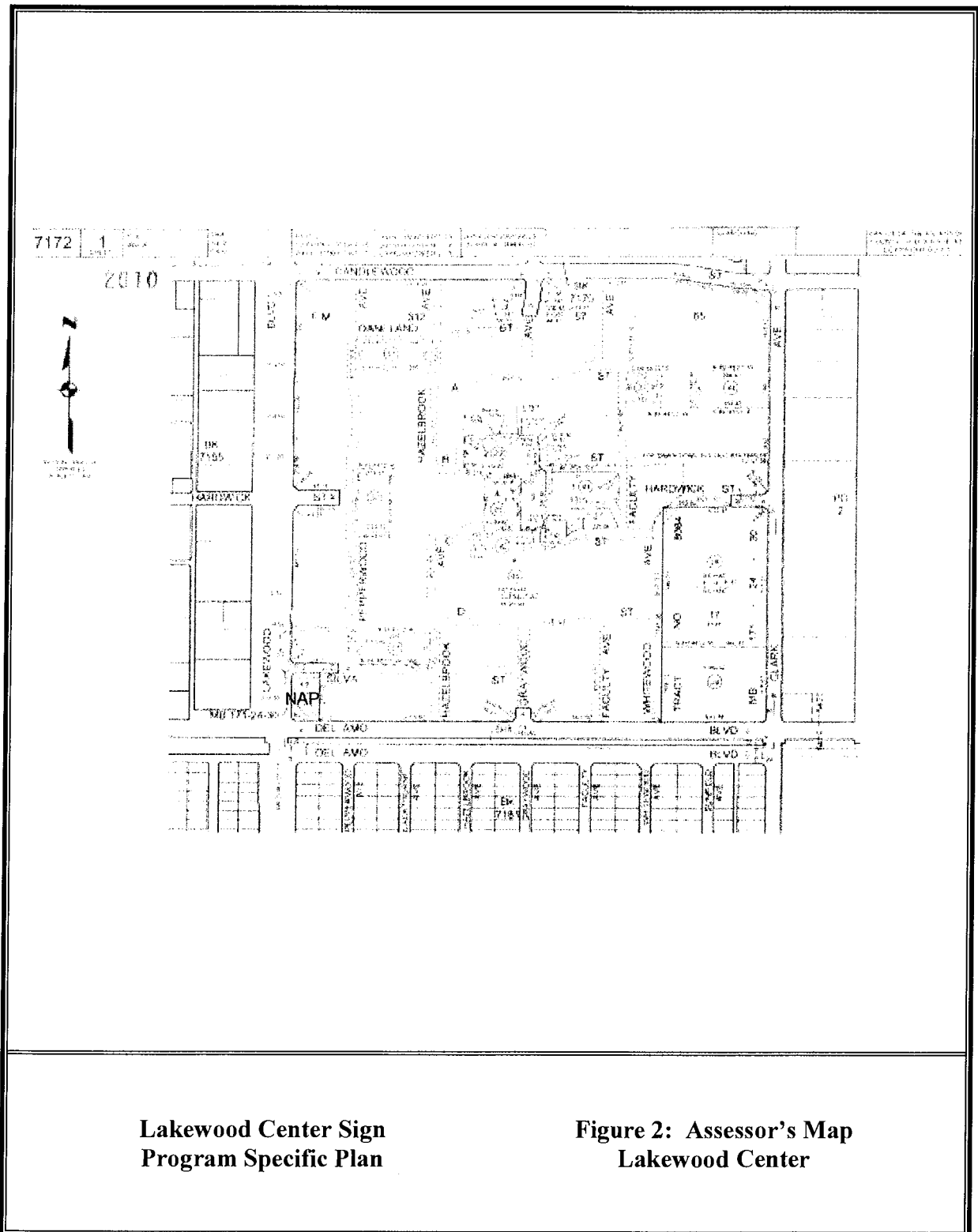
###### **B. Property Ownership**

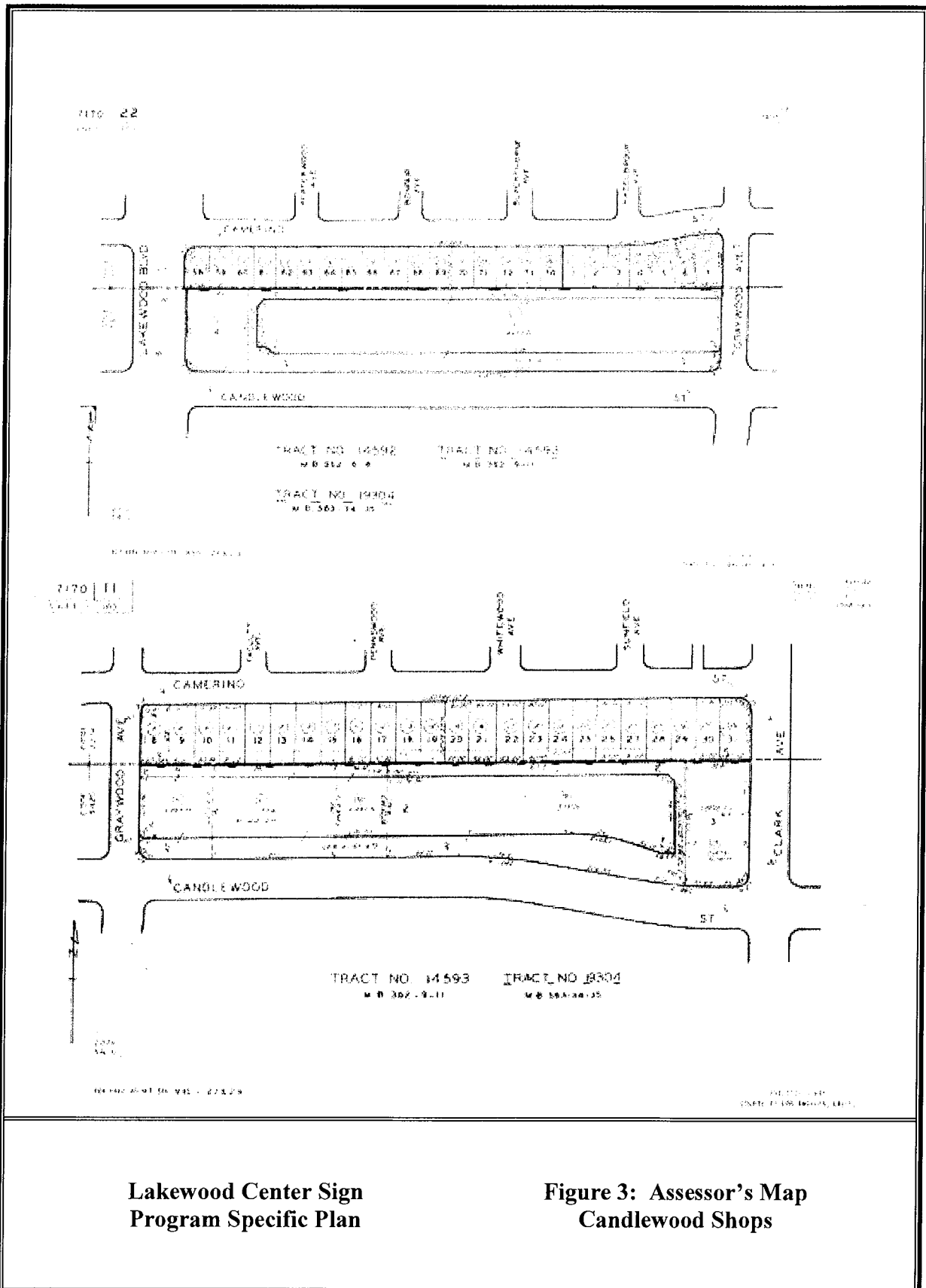
All of the signs will be constructed on the subject properties which are owned by the Macerich Company, except for two "Type A" signs which may be located in the public right-of-way.

###### **C. Existing Setting**

The site is designated by the General Plan for Commercial uses and is in the C-4 (General Commercial) zone. The site is developed with a regional shopping center and the Candlewood shops, which collectively are 145 acres in area. The site is developed with a variety of retailers, financial institutions, restaurants, service oriented businesses, and other companies.



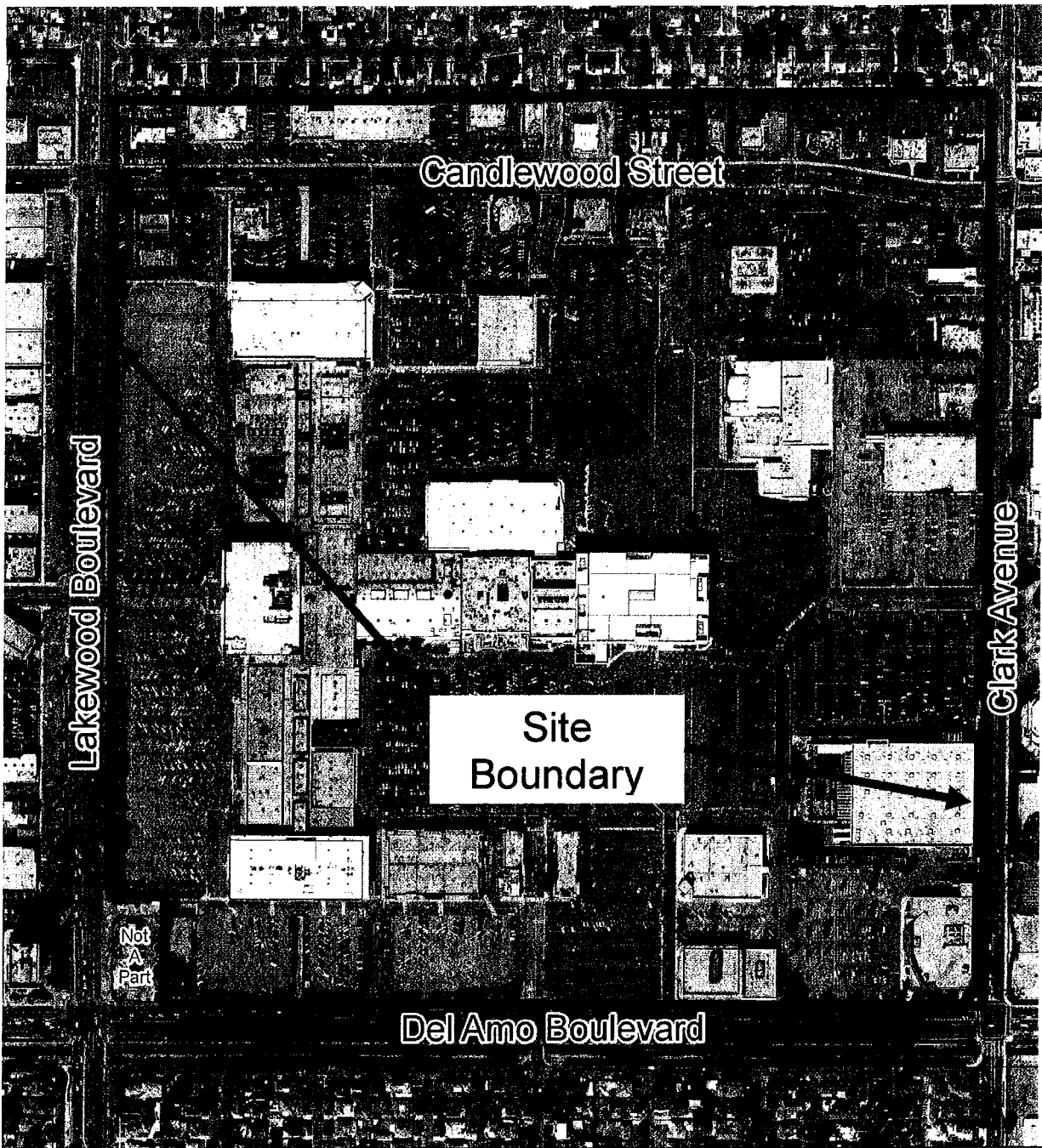




**Lakewood Center Sign  
Program Specific Plan**

**Figure 3: Assessor's Map  
Candlewood Shops**





**Lakewood Center Sign  
Program Specific Plan**

**Figure 4: Aerial View**

#### **D. Surrounding Uses**

To the north of the Candlewood Shops are single-family homes in the R-1 (Single Family Residential) zone. To the east, across Clark Avenue and within the C-1 zone, are various office buildings and the Lakewood Civic Center. To the south, across Del Amo Boulevard, are a flood control channel, St. Anthony High School, a church, and single-family and multi-family residences within the City of Long Beach. To the west, across Lakewood Boulevard are various retailers, financial institutions, restaurants, service oriented businesses, grocery and drug stores, and offices within the C-4 zone.

#### **GOALS**

The goal of the proposed Specific Plan is to improve the regulations governing freestanding signs at Regional Shopping Centers in a manner that complies with the intent of the City of Lakewood General Plan while establishing a uniform sign program.

### **SECTION 2. PLANNING CONTEXT**

#### **INTRODUCTION**

Lakewood Center is a Regional Shopping Center as defined by Section 9302.39.a of the Lakewood Municipal Code. Section 9500 et al of the Municipal Code contains regulations that govern the area, height, number, and other criteria pertaining to the construction and maintenance of freestanding signs on commercially zoned properties. Together with the Candlewood Shops, the site area is 145 acres and generally has a square shape. The length of each side of this square is approximately 2,500 feet, or nearly a half mile in length. Consequently, motorists on the streets around Lakewood Center and the Candlewood Shops cannot see all of the major and minor tenants on the site at any given point along those streets.

The Municipal Code allows individual tenants to apply for a Conditional Use Permit for more than one freestanding sign in an effort to improve their street-side presence. However, this method has unintentionally resulted in a growing number of dissimilar signs around the perimeter of Lakewood Center and the Candlewood Shops. These freestanding signs include a mixture of low freestanding signs and high freestanding signs which vary widely from one another in area, height, and design. As a consequence, there is no common element which helps identify the individual businesses as being part of a regional shopping center. Finally, the Conditional Use Permit approach to multiple freestanding signs has not resolved the need for individual tenants to have greatly needed street-side identification opposite from the location of the actual building within Lakewood Center.

This Specific Plan allows the City to regulate the size, design, location, and number of freestanding signs on the site in a manner that helps to maximize street-side exposure of multiple tenants at Lakewood Center and the Candlewood Shops. At the same time, this Specific Plan provides for common design elements found in all of the freestanding signs which shoppers recognize that the tenants are part of Lakewood Center.

## **AUTHORITY**

The California Government Code authorizes cities to adopt specific plans either by resolution as policy, or by ordinance as regulation. Both the Planning and Environment Commission and the City Council hearings are required as part of the adoption process. Specific plans must be adopted by the City Council to be effective. Lakewood chooses to adopt Specific Plans by ordinance and, therefore, an ordinance has been drafted for the adoption of this Specific Plan. This Specific Plan is a regulatory document and serves to direct the type of development on the subject site. Future development plans, site plans and tentative tract and parcel maps, as applicable, within the planning area shall be consistent with this Specific Plan. This Specific Plan is established through the authority granted to the City of Lakewood, by the California Government Code, Title 7, Division 1, Chapter 3, Article 8, Sections 65450 through 65457.

## **GENERAL PLAN LAND USE ELEMENT**

The Lakewood General Plan designation for the subject site is Commercial. The subject signs are ancillary uses to commercial establishments and are compatible structures at the site.

## **PUBLIC PARTICIPATION PROCESS**

The Specific Plan was prepared by the City of Lakewood. Public participation is, and will continue to be, maximized through open discussion at advertised public hearings before the Planning and Environment Commission and the City Council. All interested persons will be afforded an opportunity to provide input into the planning process at the public hearings.

## **CALIFORNIA ENVIRONMENTAL QUALITY ACT COMPLIANCE**

In compliance with the requirements of the California Environmental Quality Act (CEQA) and the City's environmental clearance procedures, the proposed project was found to be Categorically Exempt from the California Environmental Quality Act (CEQA) based on Section 15311.(a) of the CEQA Guidelines of 1970, as amended. Class 11 includes construction, or placement of minor structures accessory to (appurtenant to) existing commercial, industrial, or institutional facilities, including but not limited to: (a) On-premises signs.

## **LOCAL CIRCULATION**

The subject site is served by Lakewood Boulevard, Del Amo Boulevard, Clark Avenue, and Candlewood Street. Implementation of this Specific Plan will not result in a significant increase in traffic. Any new facilities proposed to be constructed on the subject site will be reviewed pursuant to the California Environmental Quality Act.

## **UTILITIES**

The subject site has access to electricity, water, sewer, gas, storm drains, and telephone services.

## **SECTION 3. DEVELOPMENT STANDARDS AND GUIDELINES**

### **GENERAL PROVISIONS**

As a regulatory document, all freestanding signs on the site shall be in accordance with the development standards and guidelines contained herein. The development standards and guidelines of this Specific Plan are applied in addition to the provisions of the Lakewood Municipal Code. If there is a difference or conflict between the Specific Plan and the Zoning

Ordinance, the provision of this Specific Plan shall prevail. Any development topic not specifically covered in this Specific Plan shall defer to the regulations contained within the Municipal Code.

### **FREESTANDING SIGNS**

The following regulations shall apply to all new freestanding signs and all existing freestanding signs when a modification to that existing sign is proposed:

1. **SITE.** This Specific Plan applies to the site generally described as all of the parcels bounded by Lakewood Boulevard on the west, Candlewood Street on the north, Clark Avenue on the east, and Del Amo Boulevard on the south, except for that parcel immediately adjacent to the northeast corner of Lakewood Boulevard and Del Amo Boulevard, more commonly known as 4910 Lakewood Boulevard. The subject site also includes those commercially zoned parcels on the north side of Candlewood Street between Lakewood Boulevard and Clark Avenue. Two of the proposed signs may be located within the public right-of-way which requires an encroachment permit. Collectively, these parcels are defined as the project site and are listed in Table 1 below by Assessor's Parcel Number. The effective date of these Assessor Parcel Numbers is June 21, 2011.

Table 1: Specific Plan Parcel List

<b>Assessor's Parcel Number</b>	<b>Property Address</b>
7172-001-023	326 Lakewood Center
7172-001-025	500 Lakewood Center
7172-001-027	67 Lakewood Center
7172-001-028	5000 Hardwick Street
7172-001-029	5015 Del Amo Boulevard
7172-001-030	98 Lakewood Center
7172-001-031	141 Lakewood Center
7172-001-032	5200 Faculty Avenue
7172-001-041	340 Lakewood Center
7172-001-042	500 Lakewood Center
7172-001-043	500 Lakewood Center
7170-011-028	4895 through 5001 Candlewood Street
7170-011-029	5305 Clark Avenue
7170-011-030	4711 Candlewood Street
7170-011-031	4771 Candlewood Street
7170-011-032	4833 Candlewood Street
7170-022-001	4327-4645 Candlewood Street
7170-022-002	5310 Candlewood Street and 5316 Lakewood Boulevard

2. **SIGN TYPES.** Not more than five types of freestanding signs are allowed on the site; “Type A” signs, “Type B” signs, “Type C” signs, “Type D” signs, and a “Type E” sign. For the purpose of this Specific Plan, Direction Signs as defined by Section 9502.9 of the Lakewood Municipal Code are not to be considered herein as freestanding signs.

“Type A” signs shall be not more than ten feet, six inches wide, 42 inches thick, and 25 feet tall, the height of which includes an eighteen-inch tall concrete sign base. The upper portion of the “Type A” signs shall have space for up to six store identification panels. Each panel shall be two feet, four inches tall and nine feet, six inches wide, with a maximum allowable letter height of 18 inches and a maximum tenant logo/name width of eight feet, six inches. Each panel shall display the name of a major anchor at Lakewood Center. The lower portion of the sign shall feature a 29 square foot name and logo for “Lakewood Center.” A one-foot wide, 22-foot, six-inch tall accent element shall be positioned on the outward facing side of the signs. The color of the concrete base shall match Scofield Lithochrome Color Hardener A-53 Arizona Tan.

“Type B” signs shall be not more than six feet, eight inches wide, two feet thick, and 14 feet tall, the height of which includes a twelve-inch tall concrete sign base. The upper portion of the “Type B” signs shall have space for up to six store identification panels. Each panel shall be 16 inches tall and six feet wide, and shall have a maximum letter height of ten inches and a maximum tenant logo/name width of five feet. Each panel shall display the name of a secondary anchor at Lakewood Center. The lower portion of the sign shall feature a ten square foot name and logo for “Lakewood Center.” A 12-foot, two-inch tall, eight-inch wide accent element shall be positioned on the outward facing side of each sign. The eight “Type B” signs shall be located around the perimeter of the mall with two signs along each of Lakewood Center’s four sides. The color of the concrete base shall match Scofield Lithochrome Color Hardener A-53 Arizona Tan.

“Type C” signs shall be not more than two feet square and 14 feet tall, the height of which includes a six-inch tall concrete sign base. The alternate sides of the sign shall display the name and logo for “Lakewood Center” and “Restaurant Row.” The maximum letter and logo height shall be 14 inches. The color of the concrete base shall match Scofield Lithochrome Color Hardener A-53 Arizona Tan.

“Type D” signs shall be not more than seven feet, six inches wide and not more than six feet tall, the height of which includes a twelve-inch tall concrete sign base. The maximum allowable letter height shall not exceed 12 inches and the maximum allowable logo height shall be limited to 36 inches. The color of the concrete base shall match Scofield Lithochrome Color Hardener A-53 Arizona Tan. The outward facing end cap of such signs viewable from the street shall incorporate an illuminated accent element similar to those installed on the “Type A” and “Type B” signs.

The “Type E” sign is a three dimensional high freestanding sign in the shape of a bowling pin. It is approximately five feet, two inches at the widest point with a maximum overall height of 18 feet, which includes a 12-inch tall concrete sign base. The color of the concrete base shall match Scofield Lithochrome Color Hardener A-53 Arizona Tan.

**3. NUMBER OF SIGNS.** Each sign shall be limited to the quantity as described below:

- “Type A” signs. There shall not be more than four “Type A” signs.
- “Type B” signs. There shall not be more than eight “Type B” signs.
- “Type C” signs. There shall not be more than two “Type C” signs.
- “Type D” signs. There shall not be more than one “Type D” sign for each tenant building or multi-tenant building not directly attached to the main mall building.
- “Type E” signs. There shall be not more than one “Type E” sign, which shall be for the exclusive use of a tenant located within the main mall building.

**4. LOCATION OF SIGNS.** Each freestanding sign shall be limited to locations on the site as described herein and in Table 2. Unless specified otherwise, all “Type A,” “Type B,” “Type C,” and “Type D” signs shall be permitted no farther than 50 feet from the public right-of-way, as measured from center of the sign to the property line at the closest point. No freestanding sign shall be allowed to encroach into the triangular safety area as defined under Section 9503.D of the Lakewood Municipal Code.

Each “Type A” sign shall be permitted adjacent to one of the following intersections: Graywood Avenue and Del Amo Boulevard, Clark Avenue and Hardwick Street, Graywood Avenue and Candlewood Street, and Lakewood Boulevard and Hardwick Street. If a “Type A” sign will encroach into the public right-of-way, an encroachment permit shall be obtained for the placement of that sign.

Each “Type B” sign shall be permitted mid-point between a “Type A” sign and the following street intersections: Lakewood Boulevard and Del Amo Boulevard, Clark Avenue and Del Amo Boulevard, Clark Avenue and Candlewood Street, and Lakewood Boulevard and Candlewood Street.

One “Type C” sign shall be permitted at the northeast corner of Lakewood Boulevard and Candlewood Street and one “Type C” sign shall be permitted at the northwest corner of Clark Avenue and Candlewood Street.

No “Type D” sign shall be located farther than 50 feet from the public right-of-way, as measured from center of the sign to the property line at the closest point. No “Type D” sign shall be located closer than 50 feet to any other freestanding sign.

The “Type E” sign shall be located adjacent to the south side of the east wing of the main mall building, approximately 50 feet west of the main southerly entrance.

Table 2: Sign Types and Locations

Sign Identifier	Sign Type	General Location
A1	Type A	Driveway median east of intersection of Lakewood and Hardwick, approximately 90 feet east of the Lakewood Boulevard centerline.
A2	Type A	Northwest corner of Graywood Avenue and Del Amo Boulevard.

A3	Type A	Northwest corner of Clark Avenue and Hardwick Street.
A4	Type A	Southeast corner of Graywood Avenue and Candlewood Street.
B1	Type B	East of Lakewood Bl., 725 feet south of the Candlewood centerline.
B2	Type B	East of Lakewood Bl., 475 feet south of the Hardwick centerline.
B3	Type B	Northwest corner of Hazelbrook Avenue and Del Amo Boulevard.
B4	Type B	Northeast corner of Whitewood Avenue and Del Amo Boulevard.
B5	Type B	West side of Clark Avenue, 600 feet north of the Del Amo centerline.
B6	Type B	West side of Clark Avenue, 300 feet south of the Candlewood centerline.
B7	Type B	South side of Candlewood, 600 feet west of the Clark Ave. centerline.
B8	Type B	South side of Candlewood, 380 feet west of the Graywood centerline.
C1	Type C	Northeast corner of Lakewood Boulevard and Candlewood Street.
C2	Type C	Northwest corner of Clark Avenue and Candlewood Street.
E1	Type E	<u>South side of the east wing of the main mall building, approximately 50 feet west of the main southerly entrance.</u>

5. **SIGN ILLUMINATION.** All “Type A,” “Type B,” and “Type C” signs shall be internally illuminated. All “Type D” signs and the “Type E” sign may be illuminated externally or internally. All external lighting and associated control devices shall be concealed within the grade and landscaping elements. Exposed bulbs and neon tubes are prohibited. Animated and flashing components are prohibited.

#### SECTION 4. IMPLEMENTATION AND ADMINISTRATION

##### PURPOSE

This Section sets forth guidelines for implementing the Specific Plan, determining consistency with the Lakewood Comprehensive General Plan and amending the Specific Plan.

##### GENERAL PLAN CONSISTENCY

California State Law requires a specific plan to be consistent with the General Plan. The specified regulations are consistent with the General Plan Commercial land use designation of the site and all applicable policies of the General Plan.

##### RELATIONSHIP TO THE MUNICIPAL CODE

Any development standards or other regulations not specifically addressed in this Specific Plan are subject to the Lakewood Municipal Code. Where those Specific Plan regulations differ from provisions of the Municipal Code, the Specific Plan supersedes those provisions. When an issue, condition or situation occurs that is not covered or provided for in this Specific Plan, the regulation(s) of the Code that is most applicable to the issue, condition or situation shall apply.

## **INTERPRETATION**

The Director of Community Development shall have the responsibility to interpret the provisions of this Specific Plan. If there is a conflicting requirement for building standards in regards to Uniform Building Code, the most stringent standard will prevail. All such interpretations shall be reduced to written form and permanently maintained. Any person aggrieved by such an interpretation may request that the Planning and Environment Commission review such interpretation.

## **COMPLIANCE WITH GOVERNMENT CODE**

All development and construction within the Specific Plan site shall comply with the applicable codes of all governmental agencies having jurisdiction on such matters including, but not limited to, building, mechanical, fire and electrical codes and codes pertaining to drainage, wastewater, public utilities and grading.

## **PROJECT APPROVAL PROCESS AND OPERATION CONDITIONS**

The proposed project is subject to the review of the City's Community Development Department and the Development Review Board. Any change to the Specific Plan requires an amendment to the Specific Plan, and approval by the Planning and Environment Commission and the City Council.

## **SPECIFIC PLAN IMPLEMENTATION**

The Specific Plan establishes standards and guidelines for freestanding signs within the boundaries of the Specific Plan site. It is the policy of the City to continually work toward the effective implementation of the Specific Plan. Therefore, this Specific Plan shall guide decisions with regard to discretionary permit applications and public improvements.

SECTION 5. 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 6. No person shall violate any provision, or fail to comply with any of the requirements of this Ordinance, and any person violating any provision, or failing to comply with any provision of this Ordinance is guilty of a misdemeanor. Any person convicted of a misdemeanor under the provisions of this Ordinance shall be punished by a fine equal to the maximum amount allowed under state law or by imprisonment in the City or County jail for a period not exceeding six (6) months or by both, such fine and imprisonment.

SECTION 7. 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. This Ordinance shall take effect thirty (30) days after its adoption.



ADOPTED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013, BY THE  
FOLLOWING ROLL CALL VOTE:

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

\_\_\_\_\_  
Mayor

ATTEST:

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

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

ORDINANCE NO. 2013-4

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
LAKEWOOD REPEALING THE PURCHASING PROVISIONS  
CONTAINED IN THE LAKEWOOD MUNICIPAL CODE.

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

SECTION 1. Chapter 7 of Title II of the Lakewood Municipal Code, comprised of Sections 2701 through 2712, inclusive, is hereby repealed in its entirety.

SECTION 2. 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 3. 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 \_\_\_\_\_, 2013, BY THE  
FOLLOWING ROLL CALL VOTE:

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

\_\_\_\_\_  
Mayor

ATTEST:

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

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

*Reports*

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

**SUBJECT:** United States Postal Services Lease

**INTRODUCTION**

The city entered into a land lease agreement with the U.S. Postal Service (USPS) on December 3, 1962, titled Assignable Ground Lease for Post Office. This lease with an initial 20-year term and was extended through six 5-year options, is scheduled to terminate September 11, 2013. At the time of the lease expiration any improvements, such as the building, are owned by the city.

On August 29, 2012, the city received notification from CBRE Inc., the real estate broker contracted by USPS, that USPS was interested in renegotiating a new lease. CBRE requested that the city submit a lease proposal for the USPS to consider. The city contracted R.P. Laurain & Associates on November 28, 2012, to perform a real estate appraisal of the site to provide as our lease proposal. The appraisal was finalized on May 24, 2013.

**STATEMENT OF FACT**

The appraisal takes into consideration the value of the property as vacant land and as presently improved with the post office facility. It was found that the value of the property as vacant exceeds the value of the property as presently improved; resulting in the best and highest use of the property is commercial development in accordance with current zoning standards. Taking into consideration the factors that influence the value of land, the prospective market value of the subject property, as of September 12, 2013, assuming market conditions remain relatively stable, is \$2.73 million.

The rental value is based on the prevailing rate of return available in the marketplace for investment type properties, taking into consideration rates of return at other public agencies and private land corporations, as well as regional and national yield rates and internal rates of return obtained by private real estate investors. The prevailing rate of return considered applicable to the property was determined to be 8.0% to 8.5%. The market rental value of the property was estimated at \$225,000 per year, or \$18,750 per month.

The city submitted the appraisal as the lease proposal for \$225,000/year to CBRE to present to USPS. The proposal was approved as submitted on July 2, 2013, by the USPS. The process includes a one-time real estate broker fee of \$33,750. The USPS Lease Proposal and CBRE Commission Agreement were signed and finalized on July 8, 2013.


Below is the lease schedule for the initial 5-year term with a one 5-year renewal option at an annual rent of 236,250, equivalent to a 5% increase.

FY 2013-2014	Term	FY	Lease
Jul \$ 500	1	2013-14	\$157,844
Aug \$ 500	2	2015-16	\$225,000
Sep \$ 13,411	3	2016-17	\$225,000
Oct \$ 19,687	4	2017-18	\$225,000
Nov \$ 19,687	5	2018-19	\$225,000
Dec \$ 19,687	1	2019-20	\$236,250
Jan \$ 19,687	2	2020-21	\$236,250
Feb \$ 19,687	3	2021-22	\$236,250
Mar \$ 19,687	4	2022-23	\$236,250
Apr \$ 19,687	5	2023-24	\$236,250
May \$ 19,687			
Jun \$ 19,687			
Commission \$ (33,750)			
\$157,844			

#### STAFF RECOMMENDATION

It is respectfully recommended that the City Council:

- Ratify the USPS Lease Proposal and CBRE Commission Agreement for the property located at 5200 Clark Ave., Lakewood CA, as approved to form by the City Attorney and signed by the City Manager.
- Authorize the City Manager or the Director of Administrative Services to execute such documents and to take such action as may be necessary for the execution of the lease documents.

  
Diane Perkin  
Director of Administrative Services

Howard L. Chambers  
City Manager



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



# *Housing Successor*

**CITY OF LAKEWOOD SUCCESSOR AGENCY - HOUSING  
FUND SUMMARY 6/27/2013**

In accordance with section 2521 of the Lakewood Municipal Code there is presented herewith a summary of obligations to be paid by voucher 28 through 28. Each of the following demands has been audited by the Director of Administrative Services and approved by the City Manager.

3901	HOUSING SUCCESSOR AGENCY	25.00
		<hr/>
		<b>25.00</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>
28	06/27/2013	2174	PETTY CASH/LOVENEL REVELDEZ OR	25.00	0.00	25.00
<b>Totals:</b>				<u>25.00</u>	<u>0.00</u>	<u>25.00</u>

**CITY OF LAKEWOOD SUCCESSOR AGENCY - HOUSING  
FUND SUMMARY 7/11/2013**

In accordance with section 2521 of the Lakewood Municipal Code there is presented herewith a summary of obligations to be paid by voucher 29 through 29. Each of the following demands has been audited by the Director of Administrative Services and approved by the City Manager.

3901	HOUSING SUCCESSOR AGENCY	93.00
		<hr/>
		<b>93.00</b>

Council Approval	<hr/>	<hr/>
	Date	City Manager
Attest	<hr/>	<hr/>
	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>
29	07/11/2013	40572	CHICAGO TITLE CO.	93.00	0.00	93.00
<b>Totals:</b>				<u>93.00</u>	<u>0.00</u>	<u>93.00</u>