

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

October 8, 2019

ADJOURNED MEETING: 1) SB 2 Grant Application
2) Second Floor Occupancy at Burns Community Center

6:00 p.m.
EXECUTIVE BOARD ROOM

CALL TO ORDER

7:30 p.m.

INVOCATION: Deacon Gary Alley, Good Shepherd Church

PLEDGE OF ALLEGIANCE: Brownie Troop 2803

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

ANNOUNCEMENTS AND PRESENTATIONS:

Presentation by Lisa Azevedo, Committee Chairperson, Lakewood Rotary Club Regarding Project Shepherd

Presentation by Captain David Sprengel, Lakewood Sheriff's Station, Regarding Quarterly Public Safety Report

ROUTINE ITEMS:

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

RI-1 MEETING MINUTES - Staff recommends City Council approve Minutes of the Meeting held August 13, 2019

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

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

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

City Council Agenda

October 8, 2019

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ROUTINE ITEMS: - Continued

- RI-5 AGREEMENT FOR 2019 HALLOWEEN CARNIVAL ATTRACTIONS - Staff recommends City Council approve authorize the Mayor and the City Clerk to execute the 2019 Agreement for Halloween Carnival Attractions subject to approval as to legal form by the City Attorney.
- RI-6 AGREEMENT FOR INTERGOVERNMENTAL SERVICES WITH CITY OF BELLFLOWER FOR CARUTHERS PARK STORMWATER AND URBAN RUNOFF CAPTURE PROJECT CONSTRUCTION SUPPORT SERVICES - Staff recommends City Council approve authorize the City Manager to execute the Intergovernmental Services Agreement with the City of Bellflower for Caruthers Park Stormwater and Urban Runoff Capture Project Construction Support Services, subject to approval as to legal form by the City Attorney.

PUBLIC HEARINGS:

- 1.1 RESOLUTION NO. 2019-50; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD ADOPTING THE CITY OF LAKEWOOD AUTHORIZING APPLICATION FOR, AND RECEIPT OF, SB 2 PLANNING GRANTS PROGRAM FUNDS – Staff recommends that the City Council approve the proposed Resolution authorizing staff to apply for the SB-2 Planning Grants Program.
- 1.2 AWARD OF BID FOR PUBLIC WORKS PROJECT NO. 2019-3, ADA RESTROOM IMPROVEMENTS TO EXISTING PARK BUILDINGS AT BISCAILUZ, BOLIVAR BOYAR, DEL VALLE, MAYFAIR AND SAN MARTIN PARKS - Staff recommends City Council adopt plans, specifications, addenda and working details for project; award contract in amount of \$445,360 to low bidder, GDL Best Contractors Inc., and authorize Mayor to sign contract in a form approved by City Attorney; and authorize staff to approve a cumulative total of change orders, as necessary, not to exceed \$90,000.
- 1.3 REJECTION OF BID FOR PUBLIC WORKS PROJECT NO. 2019-5, REROOFING IMPROVEMENTS TO THE EXISTING BOYAR PARK RESTROOM BUILDING, PALMS PARK RESTROOM BUILDING, EQUESTRIAN CENTER RESIDENCE - Staff recommends City Council reject bid received for contract.

LEGISLATION:

- 2.1 ADOPTION OF RESOLUTIONS FOR THE 2020 GENERAL MUNICIPAL ELECTION CALLING THE ELECTION, RESOLUTION NO. 2019-51; REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO CONSOLIDATE ELECTION, RESOLUTION NO. 2019-52; AND ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE, RESOLUTION NO. 2019-53 - Staff recommends City Council adopt proposed resolutions.
- 2.2 ORDINANCE NO. 2019-3, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD ESTABLISHING RULES FOR SIDEWALK VENDING PURSUANT TO GOVERNMENT CODE SECTION 51036, ET SEQ. - Staff recommends City Council adopt the proposed ordinance.

City Council Agenda

October 8, 2019

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ORAL COMMUNICATIONS:

CLOSED SESSION:

PUBLIC EMPLOYEE PERFORMANCE EVALUATION, Pursuant to Government Code §54957

Title: City Manager

ADJOURNMENT

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

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

COUNCIL AGENDA

October 8, 2019

TO: The Honorable Mayor and City Council

SUBJECT: Second Floor Occupancy at Burns Community Center

INTRODUCTION

After the departure of Nifty after Fifty in December 2018, Recreation and Community Services staff was presented with the challenge of repurposing the upstairs area at Burns Community Center.

STATEMENT OF FACTS

In December of 2018, Nifty after Fifty declined to renew their lease of the Burns Community Center upstairs space after ten years of tenancy. At the direction of the Park Development Committee, Recreation and Community Services staff was tasked with increasing Active+ programming in the open floor area, and securing tenants for the eight offices.

Programming and Tenancy Update

A combination of free and low cost classes have been created and supplement current Active+ programming to meet the needs of the older adult population. With the addition of several new classes into the existing Active+ schedule of fitness and educational classes, both in the downstairs activity room and in the upstairs open space, the schedule of Active+ classes at Burns is now at 80% of capacity. Staff anticipates full capacity of programming at the facility by February 2020.

Staff is currently soliciting interested tenants to lease upstairs office space, which may provide human service related opportunities benefitting the Lakewood community. Staff met with Michael Young, Broker Associate with Coldwell Banker, who provided an appraisal of lease value of \$2.25/sq. ft. for the offices in question. One such non-profit agency has already contacted staff and demonstrated interest in leasing two offices, totaling 344 sq. ft. of space. The organization, Refresh Youth Center, is a non-profit agency that mentors teens in the Lakewood community. Other potential tenants that have been identified by staff as tenants befitting the model to fill this office space include National Association on Mental Illness (NAMI), WISE and Healthy Aging, and personal home health care services.

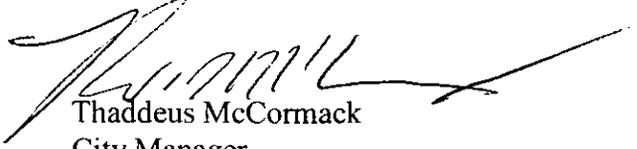
Following additional direction from the Park Development Committee meeting on March 14, 2019, staff have initiated the process of securing a passport service. The City of Lakewood has sent a letter of interest to the U.S. Department of State – Bureau of Consular Affairs to offer residents U.S. Passport Applications intake. Staff have benchmarked office space on the second story for this purpose.

Council Agenda
Second Floor Occupancy at Burns Community Center
October 8, 2019
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RECOMMENDATION

Staff requests direction from the City Council in filling the vacant offices on the second story of the Burns Community Center.

KB FOR
Valarie Frost, Director
Recreation and Community Services


Thaddeus McCormack
City Manager

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Routine Items

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

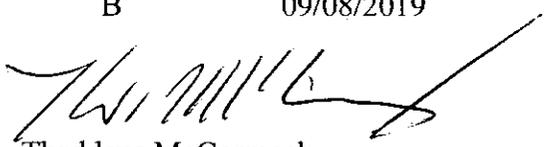
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COUNCIL AGENDA
October 8, 2019

TO: The Honorable Mayor and City Council

SUBJECT: Report of Personnel Transactions

<u>Name</u>	<u>Title</u>	<u>Schedule</u>	<u>Effective Date</u>
1. FULL-TIME EMPLOYEES			
A. Appointments			
Matthew Chieuchin	Water Utility Worker	12/A	09/22/2019
B. Changes			
None			
C. Separations			
Toyasha Sebbag	Water Administration Manager	29B	09/27/2019
2. PART-TIME EMPLOYEES			
A. Appointments			
None			
B. Changes			
C.			
Matthew Wells	Maintenance Aide Maintenance Trainee I	A to B	09/22/2019
D. Separations			
Marissa Cerda Arias	Community Services Leader II	B	09/08/2019


Thaddeus McCormack
City Manager

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**CITY OF LAKEWOOD
FUND SUMMARY 9/26/2019**

In accordance with section 2521 of the Lakewood Municipal Code there is presented herewith a summary of obligations to be paid by voucher 94645 through 94749. Each of the following demands has been audited by the Director of Administrative Services and approved by the City Manager.

1010	GENERAL FUND	173,224.08
1020	CABLE TV	559.09
1030	CDBG CURRENT YEAR	750.00
1050	COMMUNITY FACILITY	1,378.34
1336	STATE COPS GRANT	1,047.48
1630	USED OIL GRANT	5,331.81
1640	BEV CONTAINER REC GRANT	5,806.76
3001	CAPITAL IMPROV PROJECT FUND	22,579.44
3070	PROPOSITION "C"	244.78
5010	GRAPHICS AND COPY CENTER	502.48
5020	CENTRAL STORES	2,336.22
5030	FLEET MAINTENANCE	10,192.64
6020	GEOGRAPHIC INFORMATION SYSTEM	700.00
7500	WATER UTILITY FUND	81,821.74
8030	TRUST DEPOSIT	200.00
		306,674.86

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
94645	09/26/2019	4551	ACCOUNTING PRINCIPALS. INC	2,616.09	0.00	2,616.09
94646	09/26/2019	4724	ARC DOCUMENT SOLUTIONS. LLC	1,098.13	0.00	1,098.13
94647	09/26/2019	4126	AUTOZONE PARTS INC	70.05	0.00	70.05
94648	09/26/2019	48108	BERG. APRIL	146.25	0.00	146.25
94649	09/26/2019	1935	BREA. CITY OF	27,907.00	0.00	27,907.00
94650	09/26/2019	5280	BROWN. BONNIE	358.15	0.00	358.15
94651	09/26/2019	4300	CAL-RECYCLE	5,403.57	0.00	5,403.57
94652	09/26/2019	4300	CAL-RECYCLE	5,331.81	0.00	5,331.81
94653	09/26/2019	53983	CALIF STATE FRANCHISE TAX BOARD	285.59	0.00	285.59
94654	09/26/2019	4978	CALIFORNIA FOUNDATION FOR THE	518.70	0.00	518.70
94655	09/26/2019	43135	CERRITOS. CITY OF	57,592.00	0.00	57,592.00
94656	09/26/2019	45894	CINTAS CORPORATION	151.07	0.00	151.07
94657	09/26/2019	4397	CM SCHOOL SUPPLY	91.94	0.00	91.94
94658	09/26/2019	4654	BRAGG INVESTMENT COMPANY. INC.	101.10	0.00	101.10
94659	09/26/2019	60195	CR TRANSFER INC	3,657.55	0.00	3,657.55
94660	09/26/2019	5194	CUOMO. BIAGIO	553.46	0.00	553.46
94661	09/26/2019	5299	DAVIS. RODERICK	250.00	0.00	250.00
94662	09/26/2019	4524	DEKRA-LITE INDUSTRIES INC	239.81	0.00	239.81
94663	09/26/2019	58618	DURHAM SCHOOL SERVICES	3,496.88	0.00	3,496.88
94664	09/26/2019	49735	ENVIRONMENTAL SYSTEMS RESEARCH	700.00	0.00	700.00
94665	09/26/2019	4435	ELLIOTT AUTO SUPPLY COMPANY INC	444.89	0.00	444.89
94666	09/26/2019	52316	FEDERAL EXPRESS CORP	23.89	0.00	23.89
94667	09/26/2019	3946	FERGUSON ENTERPRISES INC	1,834.34	0.00	1,834.34
94668	09/26/2019	4947	FILE KEEPERS. LLC	20.00	0.00	20.00
94669	09/26/2019	5182	FRED ALLEN ENTERPRISES. INC.	273.79	0.00	273.79
94670	09/26/2019	58088	GEOSCIENCE SUPPORT SERVICES INC	9,562.75	0.00	9,562.75
94671	09/26/2019	34845	GLASBY MAINTENANCE SUPPLY CO	54.50	0.00	54.50
94672	09/26/2019	2551	GOV'T FINANCE OFFICERS ASSOC	640.00	0.00	640.00
94673	09/26/2019	5257	GRANITE TELECOMMUNICATIONS. LLC	85.08	0.00	85.08
94674	09/26/2019	61769	GRAUTEN. EVELYN R	292.50	0.00	292.50
94675	09/26/2019	5237	GREEN HALO SYSTEMS INC.	3,132.00	0.00	3,132.00
94676	09/26/2019	58838	HANSON AGGREGATES LLC	175.00	0.00	175.00
94677	09/26/2019	65575	HAP'S AUTO PARTS	21.04	0.00	21.04
94678	09/26/2019	35477	HARA M LAWNMOWER CENTER	256.27	0.00	256.27
94679	09/26/2019	49554	HAWK. TRUDY (FAHTIEM)	87.75	0.00	87.75
94680	09/26/2019	5173	HOLMES. JASON	103.35	0.00	103.35
94681	09/26/2019	42031	HOME DEPOT	2,889.57	0.00	2,889.57
94682	09/26/2019	5031	HSU. THOMAS	195.00	0.00	195.00
94683	09/26/2019	4622	JHM SUPPLY INC	976.12	0.00	976.12
94684	09/26/2019	4180	JONES RICHARD D. A PROF LAW CORP	990.00	0.00	990.00
94685	09/26/2019	4180	JONES RICHARD D. A PROF LAW CORP	16,750.00	0.00	16,750.00
94686	09/26/2019	53365	KENNY'S AUTO SERVICE	263.00	0.00	263.00
94687	09/26/2019	2956	KICK IT UP KIDZ. LLC	679.25	0.00	679.25
94688	09/26/2019	4458	KIM. YVONNE	144.00	0.00	144.00

**CITY OF LAKEWOOD
SUMMARY CHECK REGISTER**

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
94689	09/26/2019	18300	LAKWOOD CHAMBER OF COMMERCE	3,216.67	0.00	3,216.67
94690	09/26/2019	55469	LAKWOOD CITY EMPLOYEE ASSOCIATION	2,040.00	0.00	2,040.00
94691	09/26/2019	18400	LAKWOOD. CITY WATER DEPT	49,460.44	0.00	49,460.44
94692	09/26/2019	271	LOS ANGELES CO DEPT OF HEALTH SVCS	167.00	0.00	167.00
94693	09/26/2019	21300	LOS ANGELES CO FIRE DEPT	4,365.00	0.00	4,365.00
94694	09/26/2019	36844	LA COUNTY DEPT OF PUBLIC WORKS	5,021.23	0.00	5,021.23
94695	09/26/2019	54760	LU'S LIGHT HOUSE	257.61	0.00	257.61
94696	09/26/2019	62080	MARKLEY. ELIZABETH	178.75	0.00	178.75
94697	09/26/2019	66339	MC ENROE. BARBARA	455.00	0.00	455.00
94698	09/26/2019	23130	MC MASTER-CARR SUPPLY CO	66.92	0.00	66.92
94699	09/26/2019	41831	MIEIR-KING. RICHARD	774.80	0.00	774.80
94700	09/26/2019	64333	MOSES-CALDERA. ISABEL	375.70	0.00	375.70
94701	09/26/2019	4207	NOVAK. NORA	150.00	0.00	150.00
94702	09/26/2019	4443	O'REILLY AUTOMOTIVE STORES INC	919.38	19.63	899.75
94703	09/26/2019	47554	OFFICE DEPOT BUSINESS SVCS	1,044.02	0.00	1,044.02
94704	09/26/2019	63708	DY-JO CORPORATION	570.00	0.00	570.00
94705	09/26/2019	65659	PHASE II SYSTEMS INC	3,351.21	0.00	3,351.21
94706	09/26/2019	50512	PATHWAYS VOLUNTEER HOSPICE	750.00	0.00	750.00
94707	09/26/2019	51171	PERS LONG TERM CARE PROGRAM	70.64	0.00	70.64
94708	09/26/2019	66116	PETERSEN. LOUISE	292.50	0.00	292.50
94709	09/26/2019	63364	REEVES NORM HONDA	27.20	0.00	27.20
94710	09/26/2019	5293	RING LLC	10,000.00	0.00	10,000.00
94711	09/26/2019	45437	S & J SUPPLY CO	1,541.45	0.00	1,541.45
94712	09/26/2019	59527	S C W M F	220.00	0.00	220.00
94713	09/26/2019	4309	SAFESHRED	25.00	0.00	25.00
94714	09/26/2019	5045	SAN JUAN. CLYDE J	195.00	0.00	195.00
94715	09/26/2019	66280	BARRY SANDLER ENTERPRISES	118.05	0.00	118.05
94716	09/26/2019	3153	SECTRAN SECURITY INC	153.49	0.00	153.49
94717	09/26/2019	47359	SIERRA DISPLAY INC	490.38	0.00	490.38
94718	09/26/2019	5230	SITEONE LANDSCAPE SUPPLY. LLC	1,503.25	0.00	1,503.25
94719	09/26/2019	29100	SNAP-ON INDUSTRIAL	818.51	0.00	818.51
94720	09/26/2019	5135	SOLID SURFACE CARE. INC.	2,485.70	0.00	2,485.70
94721	09/26/2019	36658	SOUTH COAST A.O.M.D.	2,014.04	0.00	2,014.04
94722	09/26/2019	4201	AUDIO MESSAGING SOLUTIONS LLC	247.52	0.00	247.52
94723	09/26/2019	49529	SPICERS PAPER INC	502.48	0.00	502.48
94724	09/26/2019	5273	STARLITE RECLAMATION ENVIRONMENTAL. INC.	1,809.41	0.00	1,809.41
94725	09/26/2019	60792	STEPHENS. ERIC	70.20	0.00	70.20
94726	09/26/2019	57912	SURI. KAREN	176.80	0.00	176.80
94727	09/26/2019	2732	TANNEN. MITCH	457.60	0.00	457.60
94728	09/26/2019	38679	WESTERN EXTERMINATOR COMPANY	1,475.49	0.00	1,475.49
94729	09/26/2019	4364	THE RINKS-LAKEWOOD ICE	58.50	0.00	58.50
94730	09/26/2019	65224	TUMBLE-N-KIDS. INC	5,025.15	0.00	5,025.15
94731	09/26/2019	60685	TURF STAR	296.24	0.00	296.24
94732	09/26/2019	1437	U S BANK NATIONAL ASSOCIATION	299.80	0.00	299.80

**CITY OF LAKEWOOD
SUMMARY CHECK REGISTER**

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
94733	09/26/2019	1437	U S BANK NATIONAL ASSOCIATION	21,935.32	0.00	21,935.32
94734	09/26/2019	5254	US DEPARTMENT OF EDUCATION AWG	348.76	0.00	348.76
94735	09/26/2019	62788	VAN EECKHOUTTE SHAWN	45.00	0.00	45.00
94736	09/26/2019	4840	VERITIV OPERATING COMPANY	53.44	0.00	53.44
94737	09/26/2019	5003	WALTOWER. SHAWN	507.00	0.00	507.00
94738	09/26/2019	3943	WATERLINE TECHNOLOGIES INC	982.00	0.00	982.00
94739	09/26/2019	62628	WELLS C. PIPELINE MATERIALS	1,056.66	0.00	1,056.66
94740	09/26/2019	37745	WESTERN EXTERMINATOR CO	317.50	0.00	317.50
94741	09/26/2019	35146	WILLDAN ASSOCIATES	25,958.44	0.00	25,958.44
94742	09/26/2019	2145	WYNN. LAKYN	39.00	0.00	39.00
94743	09/26/2019	3699	ANDERSON. SHELLIE	250.00	0.00	250.00
94744	09/26/2019	3699	ARROYO. MIGUEL	250.00	0.00	250.00
94745	09/26/2019	3699	DE JOYA. JOHN	250.00	0.00	250.00
94746	09/26/2019	3699	KIM. JOHN	100.00	0.00	100.00
94747	09/26/2019	3699	NGUYEN. THANH C.	100.00	0.00	100.00
94748	09/26/2019	3699	ORTEGA. KATHY	250.00	0.00	250.00
94749	09/26/2019	3699	SAPRID. LORELEI	250.00	0.00	250.00
Totals:				<u>306,694.49</u>	<u>19.63</u>	<u>306,674.86</u>

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

ACH date	Amount	Recipient	Purpose	Period
9/5/19	96,691.32	CalPERS	PERS contribution	Aug 11-24, 2019
9/9/19	98,558.39	CalPERS	PERS Health	Sep 2019
9/11/19	95,916.25	IRS via F&M	Fed taxes	Aug 25-Sep 7, 2019
9/12/19	6,534.50	Southland C/U	employee savings account	Aug 25-Sep 7, 2019
9/12/19	4,988.50	F&A Fed C/U	employee savings account	Aug 25-Sep 7, 2019
9/12/19	3,289.05	MidAmerica	ARS aka APPLE	Aug 25-Sep 7, 2019
9/12/19	11,208.15	VOYA	VOYA 401(a)	Aug 25-Sep 7, 2019
9/12/19	3,425.00	PARS via U.S. Bank	excess stackable plan	Aug 25-Sep 7, 2019
9/12/19	5,439.80	PARS via U.S. Bank	stackable plan	Aug 25-Sep 7, 2019
9/12/19	23,029.59	VOYA	VOYA 457 & ROTH	Aug 25-Sep 7, 2019
9/13/19	26,095.11	EDD	State taxes	Aug 25-Sep 7, 2019
9/16/19	72,406.04	MidAmerica	HRA aka CEMRB	Jul-Sep 2019
9/18/19	96,095.21	CalPERS	PERS contribution	Aug 25-Sep 7, 2019
9/24/19	59,059.21	City Light & Power	monthly maint fee	Sep 2019
9/26/19	6,534.50	Southland C/U	employee savings account	Sep 8-21, 2019
9/26/19	4,988.50	F&A Fed C/U	employee savings account	Sep 8-21, 2019
9/26/19	96,943.10	IRS via F&M	Fed taxes	Sep 8-21, 2019
9/27/19	26,269.10	EDD	State taxes	Sep 8-21, 2019
9/27/19	3,350.03	MidAmerica	ARS aka APPLE	Sep 8-21, 2019
9/27/19	14,704.73	VOYA	VOYA 401(a)	Sep 8-21, 2019
9/27/19	8,997.91	PARS via U.S. Bank	stackable plan	Sep 8-21, 2019
9/27/19	23,029.59	VOYA	VOYA 457 & ROTH	Sep 8-21, 2019

Council Approval

Date

City Manager

Attest

City Clerk

Director of Finance & Administrative Services

**CITY OF LAKEWOOD
FUND SUMMARY 10/3/2019**

In accordance with section 2521 of the Lakewood Municipal Code there is presented herewith a summary of obligations to be paid by voucher 94750 through 94848. Each of the following demands has been audited by the Director of Administrative Services and approved by the City Manager.

1010	GENERAL FUND	349,116.95
1020	CABLE TV	6,873.74
1050	COMMUNITY FACILITY	1,901.22
1622	LA CNTY MEASURE M	2,193.58
1623	LA CNTY MEASURE W	357.50
3001	CAPITAL IMPROV PROJECT FUND	2,573.82
5010	GRAPHICS AND COPY CENTER	397.12
5020	CENTRAL STORES	6,271.87
5030	FLEET MAINTENANCE	2,962.10
7500	WATER UTILITY FUND	42,461.95
		<hr/> 415,109.85

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
94750	10/03/2019	4842	A T & T CORP	245.54	0.00	245.54
94751	10/03/2019	5166	ADVANCED GREEN SOLUTIONS LLC	1,675.94	0.00	1,675.94
94752	10/03/2019	5264	ADVANTAGE MAILING. LLC	12,193.70	0.00	12,193.70
94753	10/03/2019	2701	AIRE RITE A/C & REFRIGERATION INC	407.50	0.00	407.50
94754	10/03/2019	4551	ACCOUNTING PRINCIPALS. INC	1,125.20	0.00	1,125.20
94755	10/03/2019	5179	ALS GROUP USA. CORP.	111.00	0.00	111.00
94756	10/03/2019	4684	AMAZON.COM LLC	1,971.89	0.00	1,971.89
94757	10/03/2019	58000	AMERICAN TRUCK & TOOL RENTAL INC	723.53	0.00	723.53
94758	10/03/2019	4465	ATALLA. IBRAHIM	503.75	0.00	503.75
94759	10/03/2019	443	B&M LAWN AND GARDEN INC	165.14	0.00	165.14
94760	10/03/2019	66044	BENNETT-BOWEN & LIGHTHOUSE INC	115.25	0.00	115.25
94761	10/03/2019	4973	BOWMAN. RYAN	77.48	0.00	77.48
94762	10/03/2019	59955	CALIFORNIA ELECTRIC SUPPLY CO	128.38	0.00	128.38
94763	10/03/2019	5146	CASTANEDA. BRANDON	432.25	0.00	432.25
94764	10/03/2019	51331	CERRITOS POOL SUPPLY	28.71	0.00	28.71
94765	10/03/2019	45894	CINTAS CORPORATION	122.77	0.00	122.77
94766	10/03/2019	5077	CLAVERIE. COURTNEY DAY	110.50	0.00	110.50
94767	10/03/2019	60195	CR TRANSFER INC	2,746.07	0.00	2,746.07
94768	10/03/2019	5194	CUOMO. BIAGIO	67.25	0.00	67.25
94769	10/03/2019	4498	DELTA DENTAL INSURANCE COMPANY	1,143.39	0.00	1,143.39
94770	10/03/2019	56889	DELTA DENTAL OF CALIFORNIA	8,235.16	0.00	8,235.16
94771	10/03/2019	3213	DIRECTV INC	35.00	0.00	35.00
94772	10/03/2019	4660	ZW USA INC.	295.08	0.00	295.08
94773	10/03/2019	52316	FEDERAL EXPRESS CORP	20.32	0.00	20.32
94774	10/03/2019	63519	FLUE STEAM INC	242.00	0.00	242.00
94775	10/03/2019	59433	GANAHL LUMBER COMPANY	154.63	0.00	154.63
94776	10/03/2019	4422	GARIBALDO'S NURSERY	320.56	0.00	320.56
94777	10/03/2019	34845	GLASBY MAINTENANCE SUPPLY CO	251.30	0.00	251.30
94778	10/03/2019	65779	GOLDEN STATE WATER COMPANY	608.48	0.00	608.48
94779	10/03/2019	4886	GROH. MARK LEE	220.00	0.00	220.00
94780	10/03/2019	65575	HAP'S AUTO PARTS	94.17	0.00	94.17
94781	10/03/2019	35477	HARA M LAWNMOWER CENTER	90.72	0.00	90.72
94782	10/03/2019	34354	HI-WAY SAFETY RENTALS INC	159.63	0.00	159.63
94783	10/03/2019	42031	HOME DEPOT	496.93	0.00	496.93
94784	10/03/2019	4688	HUNTER. JOHN L & ASSOCIATES	357.50	0.00	357.50
94785	10/03/2019	4622	JHM SUPPLY INC	1,800.26	0.00	1,800.26
94786	10/03/2019	42359	JOHNSTONE SUPPLY INC	217.19	0.00	217.19
94787	10/03/2019	2956	KICK IT UP KIDZ. LLC	22.75	0.00	22.75
94788	10/03/2019	4458	KIM. YVONNE	368.80	0.00	368.80
94789	10/03/2019	5302	LEED ELECTRIC. INC.	10,000.00	0.00	10,000.00
94790	10/03/2019	2409	LIFTECH ELEVATOR SERVICES INC	375.00	0.00	375.00
94791	10/03/2019	20300	LONG BEACH CITY GAS & WATER DEPT	335.79	0.00	335.79
94792	10/03/2019	271	LOS ANGELES CO DEPT OF HEALTH SVCS	668.00	0.00	668.00
94793	10/03/2019	36844	LA COUNTY DEPT OF PUBLIC WORKS	13,690.83	0.00	13,690.83

**CITY OF LAKEWOOD
SUMMARY CHECK REGISTER**

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
94794	10/03/2019	58414	MANAGED HEALTH NETWORK	351.12	0.00	351.12
94795	10/03/2019	4887	MATHESON TRI-GAS. INC.	34.32	0.00	34.32
94796	10/03/2019	65773	MAYFLOWER DISTRIBUTING COMPANY	197.79	0.00	197.79
94797	10/03/2019	23130	MC MASTER-CARR SUPPLY CO	954.57	0.00	954.57
94798	10/03/2019	5298	MELROSE MAC. INC.	6,600.00	0.00	6,600.00
94799	10/03/2019	615	MUNI SERVICES LLC	3,391.23	0.00	3,391.23
94800	10/03/2019	4190	NATIONAL UNION FIRE INSURANCE CO	554.33	0.00	554.33
94801	10/03/2019	4892	NESTLE WATERS NORTH AMERICA	258.42	0.00	258.42
94802	10/03/2019	4443	O'REILLY AUTOMOTIVE STORES INC	654.80	14.53	640.27
94803	10/03/2019	47554	OFFICE DEPOT BUSINESS SVCS	232.40	0.00	232.40
94804	10/03/2019	4497	PACIFIC COACHWAYS CHARTER SERVICES	3,677.50	0.00	3,677.50
94805	10/03/2019	63708	DY-JO CORPORATION	740.00	0.00	740.00
94806	10/03/2019	35124	PARAMOUNT SAW CORP	107.26	0.00	107.26
94807	10/03/2019	5019	WGJ ENTERPRISES. INC.	2,193.58	0.00	2,193.58
94808	10/03/2019	4494	PIERSON. JEREMY L.	69.60	0.00	69.60
94809	10/03/2019	51135	PVC TECH CORPORATION	197.10	0.00	197.10
94810	10/03/2019	39640	RAYVERN LIGHTING SUPPLY CO INC	535.52	0.00	535.52
94811	10/03/2019	4459	READWRITE EDUCATIONAL SOLUTIONS INC	258.70	0.00	258.70
94812	10/03/2019	47285	ROTARY CORP	441.51	0.00	441.51
94813	10/03/2019	45437	S & J SUPPLY CO	224.98	0.00	224.98
94814	10/03/2019	5197	SIGNAL HILL AUTO ENTERPRISES INC.	464.72	0.00	464.72
94815	10/03/2019	62286	J R SIMPLOT COMPANY	415.11	0.00	415.11
94816	10/03/2019	52279	SMART & FINAL INC	406.56	0.00	406.56
94817	10/03/2019	26900	SO CALIF SECURITY CENTERS INC	44.36	0.00	44.36
94818	10/03/2019	36658	SOUTH COAST A.O.M.D.	1,648.38	0.00	1,648.38
94819	10/03/2019	47054	SOUTHEAST AREA ANIMAL CONTROL AUTH	239,264.50	0.00	239,264.50
94820	10/03/2019	29400	SOUTHERN CALIFORNIA EDISON CO	40,003.32	0.00	40,003.32
94821	10/03/2019	49529	SPICERS PAPER INC	397.12	0.00	397.12
94822	10/03/2019	37930	STANDARD INSURANCE CO UNIT 22	2,177.45	0.00	2,177.45
94823	10/03/2019	37930	STANDARD INSURANCE CO UNIT 22	8,830.29	0.00	8,830.29
94824	10/03/2019	60792	STEPHENS. ERIC	42.90	0.00	42.90
94825	10/03/2019	56039	SULLY MILLER	395.36	0.00	395.36
94826	10/03/2019	4830	TELECOM LAW FIRM PC	3,861.00	0.00	3,861.00
94827	10/03/2019	4893	TENG. WHEA-FUN	135.20	0.00	135.20
94828	10/03/2019	2372	TGIS CATERING SVCS INC	3,300.00	0.00	3,300.00
94829	10/03/2019	5198	THE ILLINI COMPANIES. INC.	14,135.32	0.00	14,135.32
94830	10/03/2019	4364	THE RINKS-LAKEWOOD ICE	175.50	0.00	175.50
94831	10/03/2019	65224	TUMBLE-N-KIDS. INC	2,952.95	0.00	2,952.95
94832	10/03/2019	35089	UNDERGROUND SERVICE ALERT	227.80	0.00	227.80
94833	10/03/2019	4907	VARSITY BRANDS HOLDING CO INC	547.41	0.00	547.41
94834	10/03/2019	57135	VISION SERVICE PLAN	4,495.88	0.00	4,495.88
94835	10/03/2019	33200	WALTERS WHOLESALE ELECTRIC CO	584.49	0.00	584.49
94836	10/03/2019	5155	WATER SYSTEM SERVICES LLC	175.00	0.00	175.00
94837	10/03/2019	17640	WAXIE ENTERPRISES INC	2,913.66	0.00	2,913.66

**CITY OF LAKEWOOD
SUMMARY CHECK REGISTER**

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
94838	10/03/2019	2279	AMERICAN PACIFIC PRINTERS COLLEGES	542.03	0.00	542.03
94839	10/03/2019	3699	BLANCHARD. CONNIE	55.00	0.00	55.00
94840	10/03/2019	3699	ESTRADA. MARLENA	505.00	0.00	505.00
94841	10/03/2019	3699	GRAHAM. MAROUITTA	250.00	0.00	250.00
94842	10/03/2019	3699	MOORE. VEDIA	250.00	0.00	250.00
94843	10/03/2019	3699	OZOUDE. EZINNE	250.00	0.00	250.00
94844	10/03/2019	3699	REYES. IRENE	50.00	0.00	50.00
94845	10/03/2019	3699	RIGGINS. MARISA	250.00	0.00	250.00
94846	10/03/2019	3699	RODRIOUEZ. LUIS	250.00	0.00	250.00
94847	10/03/2019	3699	SORIANO. ERLINDA	250.00	0.00	250.00
94848	10/03/2019	3699	VASQUEZ. DOROTHY	48.00	0.00	48.00
Totals:				<u>415,124.38</u>	<u>14.53</u>	<u>415,109.85</u>

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COUNCIL AGENDA

October 8, 2019

TO: The Honorable Mayor and City Council

SUBJECT: Report of City Council Committees' Activities

INTRODUCTION

A brief update is provided for City Council review on the activities of the following standing committee: Water Resources Committee.

On October 2, 2019, the Water Resources Committee met and discussed:

- Due to the similarity of the City of Bellflower's Stormwater Capture Project to Lakewood's two Stormwater Capture Projects, a proposed mutual agreement was discussed for Lakewood's Assistant Director of Water Resources, to serve as the main staff for the Phase I construction services support to utilize our experiences and expertise. An estimated budget is up to \$10,000 for the support services, including design submittal review, and attending project meetings, etc.
- An annual summary and update was provided of the Advance Metering Infrastructure (AMI) System. Information provided include the test results of old meters that were replaced and State Water Loss Audit; accuracy of new meters and revenue recovery; and customer interaction and utilization with the portal.
- A joint well development with Long Beach Water Department with regard to a feasibility study of location selection and the reduction in costs and impact to Lakewood's water distribution system.
- An update was provided on the Capital Improvement Program for Well #28 drilling design, pipeline replacement, and the filter underdrain replacement of Treatment Plant #27.

RECOMMENDATION

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



Thaddeus McCormack
City Manager

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COUNCIL AGENDA

October 8, 2019

TO: The Honorable Mayor and City Council

SUBJECT: Agreement for 2019 Halloween Carnival Attractions

INTRODUCTION:

The City of Lakewood offers Halloween Carnivals at eight city parks on Halloween night each year. Carnivals are safe, fun, family-oriented options for Lakewood residents on the holiday. Each park provides a themed event with games, contests, entertainment, and four parks offer a haunted house. Mayfair Park is the most highly attended facility and will also offer inflatable attractions at a minimal cost for attendees.

STATEMENT OF FACT

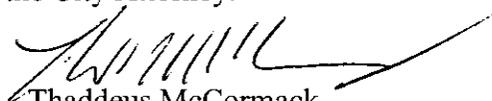
Since 1956, the Recreation and Community Services Department has provided the community with fun and safe Halloween events at city parks. These parks, nestled within neighborhoods, offer residents an opportunity to celebrate within walking distance of most Lakewood homes.

To augment entertainment options, inflatable attractions will be offered at Mayfair Park, at a cost of one dollar for one ticket, or an all-night wristband for \$20. Staff have worked closely with Elite Special Events for many years. The contractor has proven to be trusted, reliable, and provides safe attractions for this and other events throughout the year. The attractions are provided at no cost to the city. The contractor will remit payment, in the amount of 10% of gross receipts.

RECOMMENDATION

Authorize the Mayor and the City Clerk to execute the 2019 Agreement for Halloween Carnival Attractions subject to approval as to legal form by the City Attorney.

Valarie Frost, Director 
Recreation and Community Services


Thaddeus McCormack
City Manager

AGREEMENT

2019 HALLOWEEN CARNIVAL ATTRACTIONS

THIS AGREEMENT made and entered into on the 8th day of October 2019 by and between the CITY OF LAKEWOOD, a municipal corporation (“City”), and ELITE SPECIAL EVENTS, a corporation (“Contractor”).

W I T N E S S E T H

WHEREAS, City has approved and scheduled Halloween Carnivals; and

WHEREAS, City desires to provide amusements as part of its Halloween Carnival; and

WHEREAS, Contractor represents that it has the equipment, supplies and technical personnel to provide said amusements; and

WHEREAS, Contractor is desirous of providing said amusements;

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants and agreements of each of the parties as hereinafter set forth, the parties hereto do mutually agree as follows:

1. **SCOPE OF SERVICES.** Contractor agrees to provide at its own cost and expense:
 - A. Amusements as listed in Exhibit A with the understanding that the Contractor may at its request substitute amusements not listed, provided City approval in writing is received for said substitution.
 - B. All necessary personnel, equipment and supplies for this event including, but not limited to game concessions, generating plants, necessary electrical junction boxes, and cleanup crews.
 - C. Appropriate and clean uniforms for all Contractor’s employees and amusement or game operators.
 - D. To have amusement rides set-up and ready for inspection by 5:30 p.m. on Thursday, October 31, 2019.
 - E. Provide a list of names of employees working the event by Monday, October 14, 2019.

2. **TIME & LOCATION OF PERFORMANCE.** Contractor agrees to provide said amusements on Thursday, October 31, 2019 from 6:00 p.m. – 8:30 p.m. at the following location:

Mayfair Park
5720 Clark Avenue
Lakewood, CA 90712

City reserves the right to change the time, place and manner of said event in any respect at any time prior to thirty (30) days before Thursday, October 31, 2019.

3. **COMPENSATION FOR SERVICES.** As compensation for being allowed to operate said family entertainment and amusements, Contractor shall give the City of Lakewood 10% of gross revenue collected from Mayfair Park for which a performance is offered and City shall incur no out of pocket expenses as a result.
4. **NON-DISCRIMINATION IN EMPLOYMENT PRACTICES.** Contractor shall not discriminate in the employment of persons in connection with the performance of services as provided for in this agreement on the basis of race, color, creed, national origin, sex, ancestry, religion, age or handicaps.
5. **WORKER'S COMPENSATION INSURANCE.** Contractor agrees to maintain, where necessary and required by law, Worker's Compensation Insurance. It is further agreed that Contractor and all members, officers, and employees, subcontractors, their agents, officers, and employees engaged in the performance of any services in connection with this Contract, shall not be deemed officers, agents, or employees of City, and City shall not be liable or responsible to them for anything whatsoever, other than the payment of consideration herein set forth.
6. **INDEPENDENT CONTRACTOR.** It is expressly understood and agreed that Contractor has been retained as an independent contractor, as distinguished from an employee or agent of City to perform the aforementioned services. Contractor acknowledges the independent contractual relationship, and releases City from any liability or obligation to make deductions or withholding for the compensation of any officer, agent or employee thereof, in respect to unemployment, income tax, disability, social security, health, pension or retirement benefits. It is expressly understood no officer, agent or employee of Contractor shall have any City status or benefit, including health, retirement, and worker's compensation benefits.

Contractor acknowledges its independent contractor status in performing said services, and assumes the risk to itself, all agents, employees and subcontractors, and their agents or employees, of personal injury or death, and all risk of property damage or loss of any property arising out of the performance of said services by or on behalf of City, the work site, the place to work, or the duties bestowed upon Contractor pursuant to this agreement, and does hereby release City, its officers and personnel from any liability to Contractor, or its officers, agents, employees, subcontractors, or agents or employees thereof, for any loss or damage thereby incurred, or for contributions as a joint tort feisor therefor.

7. **LIABILITIES AND INDEMNIFICATION.** Contractor shall indemnify, defend, and hold harmless City, and its officers employees, and agents (“City indemnitees”), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable attorneys’ fees and costs of litigation (“claims”), arising from Contractor’s activities in the performance of the services under this Agreement, excepting only those actions, claims, liabilities, obligations, judgments, or damages arising out of the sole negligence of City indemnitees. In the event City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding alleging negligent or wrongful conduct on the part of Contractor:

- a. Contractor shall provide a defense to City indemnitees or at City’s option reimburse City indemnitees their costs of defense, including reasonable attorneys’ fees, incurred in defense of such claims; and
- b. Contractor shall promptly pay any final judgment or portion thereof rendered against City indemnitees.

8. **INSURANCE.** Prior to the beginning of and throughout the duration of work done pursuant to this Agreement and in conformance with the requirements set forth below, Contractor will provide evidence of and maintain insurance by insurers with an A.M. Best rating of no less than A- for Financial Strength and in the Financial Size Category of VI or better. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, it will be amended to do so. Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this Agreement and which is applicable to a given loss, will be available to City.

Contractor shall provide the following types and amounts of insurance:

- A. **Commercial General Liability Insurance** using Insurance Services Office “Commercial General Liability” policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits shall be no less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate.
- B. **Worker’s Compensation** on a state-approved policy form providing statutory benefits as required by law with employer’s liability limits no less than \$1,000,000 per accident for all covered losses.
- C. **Business Auto Coverage** on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than \$1,000,000 per accident, combined single limit. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor’s employees will use personal autos in any way on this project, Contractor shall provide evidence of personal auto liability coverage for each such person.

- D. **Excess or Umbrella Liability Insurance** (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a “drop down” provision with a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be “pay on behalf”, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Contractor, subcontractors or others involved in the Work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein.
- E. Contractor agrees to endorse third party liability coverage required herein to include as additional insured City, its officials, employees and agents, using ISO endorsement CG 20 10 11 85. Contractor also agrees to require all contractors, subcontractors, and any one else involved in this agreement on behalf of the contractor (hereinafter “indemnifying parties”) to comply with these provisions.
- F. Contractor agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all indemnifying parties to do likewise.
- G. All insurance coverage maintained or procured by Contractor or required of others by Contractor pursuant to this agreement shall be endorsed to delete the subrogation condition as to City, or must specifically allow the named insured to waive subrogation prior to a loss.
- H. All coverage types and limits required are subject to approval, modification and additional requirements by City. Contractor shall not make any reductions in scope or limits of coverage that may affect City’s protection without City’s prior written consent.
- I. Proof of compliance with these insurance requirements, consisting of endorsements and certificates of insurance shall be delivered to City prior to the execution of this Agreement. If such proof of insurance is not delivered as required, or if such insurance is canceled at any time and not replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests. Any premium so paid by City shall be charged to and promptly paid by Contractor or deducted from sums due Contractor.
- J. Contractor agrees to endorse the insurance provided pursuant to these requirements, to require 30 days notice to City prior to cancellation of such liability coverage or any material alteration or non-renewal of any such coverage, and to require indemnifying parties to do likewise.
- K. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Contractor indemnifying party, is intended to apply first and on a primary non-contributing basis in relation to any other insurance or self insurance available to City.

- L. Contractor agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any indemnifying party to self-insure its obligations to City. If contractor's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to City. City may review options with the contractor, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
- M. Contractor will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not this Agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.
9. **SUBCONTRACTING.** Contractor shall not assign, sublet, or transfer any part or portion of this agreement, or any responsibility hereunder without the prior approval of City.
10. **GENERAL RESPONSIBILITIES.** Contractor agrees that the development, presentation and maintenance of amusements at Halloween Carnival at Mayfair Park shall be its sole responsibility. It is further agreed and understood, however, that the time, place and manner of said presentation, any fees or charges for said presentation, and the overall format of said presentation shall be subject to the approval of City, and City reserves the right to terminate said presentation at any time, or to change the time, place and manner of said presentation in any respect at any time, without further notice in the reasonable discretion of the responsible City officer serving as representative of the City when that officer has determined such termination is necessary for the public health, safety, convenience or welfare.
11. **SET-UP/BREAKDOWN TIME.** City agrees to allow Contractor a period of four hours prior to the event for set-up and two hours at the conclusion of the event for breakdown.
12. **ASSUMPTION OF RISK.** Contractor does hereby assume all risk to itself, its personnel, subcontractors, and agents and employees thereof, of personal injury or death, and all risk of property damage or loss to any property, wares, or materials of the foregoing from whatever source, and said Contractor further releases City, the City Council, and all officers and employees thereof, from any liability therefor, or for contribution as a joint tortfeasor therefor.
13. **WASTE.** Contractor shall not utilize any of the grounds, buildings or premises of City so as to commit waste, and where damaged by it shall restore the same to the same condition it was in prior to the commencement of this agreement, reasonable wear and tear excepted.

14. **LAWS, ORDINANCE AND PERMITS.** Contractor shall comply with all applicable laws, ordinances and codes of the State, County, and City (See Exhibit B for applicable City Ordinances), and Contractor shall obtain, at Contractor's cost, all necessary permits and approvals for said amusement including a license to do business within the City of Lakewood.

15. **NOTICES.** Any written notice to the parties hereto shall be deposited in the United States mail, postage prepaid, addressed as follows:

CITY: Director of Recreation and Community Services
5050 Clark Avenue
P.O. Box 158
Lakewood, CA 90714

CONTRACTOR: Ted Holcomb
Elite Special Events
11278 Los Alamitos Blvd. #101
Los Alamitos, CA 90720
562-799-7737

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

CITY OF LAKEWOOD

By _____
Mayor

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:

CONTRACTOR

City Attorney

By _____
Title

EXHIBIT "A"

LIST OF AMUSEMENTS AND PRICES FOR 2019 HALLOWEEN CARNIVALS

Amusements for Mayfair Park

Giant Slide
Giant Obstacle Course
Mechanical Bull,
Jousting Arena
Rock-Climbing Wall
Sports Game Arena
Sports Jumper
Sports Game
Wrecking Ball

Ticket Prices

\$1 for 1 ticket
\$25 for 20 tickets
\$20 ride all night wristband

EXHIBIT " B "
PERTINENT CITY OF LAKEWOOD MUNICIPAL CODES

1. It shall be unlawful for any person or organization conducting a carnival to employ any person to work at such carnival who has been convicted of any felony, or any misdemeanor which constitutes a violent crime, or who is required to register as a sex offender pursuant to Section 290 of the California Penal Code. Persons working at carnival shall be subject to spot checks by law enforcement personnel, and shall provide identification promptly when asked to do so by law enforcement personnel. (LMC 6404.H)
2. Unlawful to use or possess any portable barbecue, grill, smoker, cooking equipment, apparatus, fire pit or hibachi. (LMC 4220.H)
3. Dogs prohibited. (LMC 4222)
4. Alcohol prohibited. (LMC 4500)
5. Operation of vehicles, motorcycles, motor driven bicycles, bicycles or skateboard prohibited. (LMC 4220.1)
6. Unlawful to remain in any park or recreational area when ordered to leave. (LMC 4220.2)
7. Baseball played with a hard ball prohibited except on designated fields during approved times. (LMC 4220.J)
8. Roller-skating on sidewalks and pedestrian paths prohibited. (LMC 4220.J)
9. Golf prohibited. (LMC 4220.J)
10. Tackle football prohibited. (LMC 4220. J)
11. Operation of powered model airplanes, model helicopters, model rockets or any power driven aircraft prohibited. (LMC 4220.J)

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TO: The Honorable Mayor and City Council

SUBJECT: Construction Support Service Agreement with the City of Bellflower for the Caruthers Park Stormwater Capture Project

INTRODUCTION

The Caruthers Park Stormwater and Urban Runoff Capture Project addresses urban runoff contributions to both the Los Cerritos Channel (LCC) and the Lower San Gabriel River (LSGR) Watershed Management Programs (WMPs). This project would divert and store non-stormwater runoff as well as stormwater runoff for reuse at the park. The City of Lakewood is also part of the LCC, LSGR, and the Lower LA River (LLAR) WMPs.

STATEMENT OF FACT

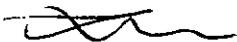
The Caruthers Park Stormwater and Urban Runoff Capture Project is currently under construction and is expected to be completed in the summer of 2020. The City of Bellflower inquired whether the City of Lakewood Department of Water Resources (DWR) staff would consider operating their stormwater capture system since the DWR staff has experience in design, construction and/or operating the Bolivar Park and Mayfair Park stormwater capture systems; two Lakewood projects having similar design, technology and the same consulting team.

At the June 17, 2019 meeting between the City of Bellflower Public Works Staff and City of Lakewood Staff (Public Works and Water Resources), it was agreed that the Lakewood DWR staff would be willing to operate the Bellflower stormwater capture system. The agreement would occur in two phases: Phase I - Construction Services Support, and Phase II - Operation and Maintenance of the stormwater capture system.

The task for Phase I would consist of attending construction meetings, reviewing submittals, and possible travel to inspect the treatment system. The Assistant Director of Water Resources, Derwin Dy, will serve as the main staff for the Phase I support and his current fully burdened rate is \$215/hour. An estimated budget of \$10,000 should cover the cost for Phase I. A separate agreement and budget for Phase II will be developed at a later time.

RECOMMENDATION

That the City Council authorize the City Manager to execute the Intergovernmental Services Agreement between the City of Lakewood and the City of Bellflower for Caruthers Park Stormwater and Urban Runoff Capture Project Construction Support Services, subject to approval as to legal form by the City Attorney.



Jason J. Wen, Ph.D., P.E.
Water Resources Director



Thaddeus McCormack
City Manager

**AGREEMENT FILE NO. 844
INTERGOVERNMENTAL SERVICES AGREEMENT
BETWEEN
THE CITY OF LAKEWOOD AND
THE CITY OF BELLFLOWER
FOR CARUTHERS PARK STORMWATER AND URBAN RUNOFF CAPTURE
PROJECT CONSTRUCTION SUPPORT SERVICES**

This **AGREEMENT** is entered into this 23rd day of September, 2019, by and between the CITY OF LAKEWOOD, a municipal corporation and general law city ("LAKEWOOD") and the CITY OF BELLFLOWER, a municipal corporation and general law city ("BELLFLOWER").

1. **RECITALS.** This Agreement is entered into with reference to the following facts and objectives:

- A. BELLFLOWER's Caruthers Park Stormwater and Urban Runoff Capture Project (the "Project") is currently under construction and is expected to be completed in 2020;
- B. BELLFLOWER requested that LAKEWOOD assist it with LAKEWOOD Department of Water Resources staff for construction support services to attend meetings, review submittals, and perform on-site inspections of the stormwater treatment system, as noted in the attached Exhibit A, which is incorporated by reference;
- C. LAKEWOOD believes that providing such services will assist BELLFLOWER and is part of intergovernmental good will;
- D. This Agreement is permissible in accordance with Government Code §§ 54980(c) and 54981; and
- E. Both Parties believe it is in the public interest to enter into this Agreement to protect public health, safety, and welfare.

2. **LAKEWOOD'S RESPONSIBILITIES.** LAKEWOOD agrees to provide to BELLFLOWER an employee of LAKEWOOD, Assistant Director of Water Resources Derwin Dy (the "Employee"), to perform construction support services in BELLFLOWER as set forth below.

- A. LAKEWOOD will be responsible for administering the Employee's benefits and compensation.

3. **BELLFLOWER'S RESPONSIBILITIES.** BELLFLOWER will compensate LAKEWOOD for providing contract construction support services as follows:

- A. BELLFLOWER will pay LAKEWOOD the amount stated below, which represents approximately 2% of the costs of the Employee's total compensation, benefits and expenses (including the costs of operating and maintaining the vehicle LAKEWOOD provides to the Employee). Accordingly, BELLFLOWER's financial obligation to LAKEWOOD for services actually rendered by the Employee pursuant to this Agreement equates to an amount not to exceed \$10,000 and is payable in monthly installments based on actual work performed at a fully burdened hourly rate of \$215. BELLFLOWER will remit payment to LAKEWOOD within 10 days of LAKEWOOD's mailing of an invoice.
- B. In the event of termination by either LAKEWOOD or BELLFLOWER, LAKEWOOD is entitled to payment for the services performed as of the date of termination, to the extent any payment is due and owing.
- C. Notwithstanding any other provision of this section, BELLFLOWER will only be charged and be required to pay for the ordinary compensation, benefits, and expenses LAKEWOOD is required to pay its Employee while the Employee is employed by LAKEWOOD and serving BELLFLOWER as its Employee.

4. **EMPLOYMENT OF PERSONNEL.** The Employee cannot be deemed a BELLFLOWER employee for any purpose. LAKEWOOD is solely responsible for all salary, benefits, workers' compensation, and insurance for the Employee, and the Employee is considered an employee of LAKEWOOD for all supervisory, disciplinary, and other employment related purposes.

5. **PUBLIC RECORDS ACT.** The Parties acknowledge that they are public entities subject to the Public Records Act (Government Code §§ 6250-6276.48) and that this Agreement, and documents ancillary to this Agreement, must generally be disclosed upon request. However, the Parties agree that certain financial records are specifically excluded from disclosure under the Government Code. Accordingly, the Parties agree that such records will not be released except as otherwise provided by law.

6. **TERM.** The initial term of this Agreement will be from September 23, 2019, to September 30, 2020, unless terminated earlier pursuant to Section 7 of this Agreement.

7. **TERMINATION.** Except as otherwise provided, the Parties may terminate this Agreement at any time with or without cause. LAKEWOOD will be compensated on a prorated basis for all services rendered and all necessarily incurred costs performed in good faith in accordance with the terms of this Agreement that were not previously reimbursed up to the date of termination. Termination will occur automatically should BELLFLOWER fail to compensate LAKEWOOD in accordance with this Agreement because of a lapse of any applicable grant funds.

8. INDEMNIFICATION.

- A. When the Employee is performing duties as BELLFLOWER's construction support service provider, BELLFLOWER is responsible for the costs of defense and any liability arising out of those services (including any workers compensation liability LAKEWOOD may incur as a result of injury to Employee suffered while performing duties as BELLFLOWER's Employee). In the event of a dispute as to whether applicable law requires BELLFLOWER to provide indemnity and a defense to the Employee, such dispute will be resolved between BELLFLOWER and the Employee and BELLFLOWER must indemnify and defend LAKEWOOD from and against any obligation to defend and indemnify the Employee that may otherwise be required of LAKEWOOD by virtue of this Agreement.
- B. When the Employee is performing duties as LAKEWOOD's Assistant Director of Water Resources, LAKEWOOD is responsible for the costs of defense and any liability arising out of those services to the extent required by applicable law. In the event of a dispute as to whether applicable law requires LAKEWOOD to provide indemnity and a defense to the Employee, such dispute will be resolved between LAKEWOOD and the Employee and LAKEWOOD must indemnify and defend BELLFLOWER from and against any obligation to defend and indemnify the Employee that may otherwise be required of BELLFLOWER by virtue of this Agreement.
- C. BELLFLOWER and LAKEWOOD waive the pro rata risk allocation contained in Government Code § 895.6.

9. INSURANCE.

- A. Each Party warrants to the other that it carries insurance covering itself with a reputable insurance company(ies) which insures the perils of bodily injury, personal injury, professional liability and property damage, and cover such liabilities as are imposed by law and assumed under written contract with others with limits of at least one million (\$1,000,000) dollars each occurrence with three million (\$3,000,000) dollars annual aggregate.
- B. Each Party may utilize a program of self-insurance to meet the insurance requirements of this section.

10. ASSIGNABILITY. BELLFLOWER's attempts to assign the benefits or burdens of this Agreement without LAKEWOOD's written approval are prohibited and will be null and void.

11. NOTICES. All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

If to BELLFLOWER:

Jeffrey. L. Stewart, City Manager
16600 Civic Center Drive
Bellflower, CA 90706

If to LAKEWOOD:

Thaddeus McCormack, City Manager
5050 Clark Avenue
Lakewood, CA 90712

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

12. INTERPRETATION. This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.

13. ENTIRE AGREEMENT. This Agreement sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written. This Agreement will bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns.

14. RULES OF CONSTRUCTION. Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.

15. SEVERABILITY. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

16. AUTHORITY/MODIFICATION. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment. LAKEWOOD's city manager, or designee, may execute any such amendment on behalf of LAKEWOOD.

17. ACCEPTANCE OF FACSIMILE SIGNATURES. The Parties agree that this Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission. Such facsimile signature will be treated in all respects as having the same effect as an original signature.

18. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which so executed WILL irrespective of the date of its execution of delivery be deemed an original, and all such counterparts together constitute one and the same instrument.

19. **CITY COUNCIL APPROVAL.** This Agreement is subject to and conditioned upon approval and ratification by the LAKEWOOD and BELLFLOWER City Councils. This Agreement is not binding upon LAKEWOOD until executed by the appropriate LAKEWOOD official(s) acting in their authorized capacity.

20. **TIME IS OF ESSENCE.** Time is of the essence for each and every provision of this Agreement.

21. **STATEMENT OF EXPERIENCE.** By executing this Agreement, BELLFLOWER represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to LAKEWOOD. BELLFLOWER represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private consultants, and experience in dealing with public agencies all suggest that BELLFLOWER is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public entity.

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF LAKEWOOD

CITY OF BELLFLOWER

Thaddeus McCormack,
City Manager

Jeffrey L. Stewart,
City Manager

ATTEST:

ATTEST:

Josefina Semense-Mayberry,
City Clerk

Mayra Ochiqui,
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

(by) _____
City Attorney

Karl H. Berger,
City Attorney

EXHIBIT A



August 12, 2019

Bernardo Iniguez
Public Works Manager
City of Bellflower
16600 Civic Center Drive
Bellflower, CA 90706

SUBJECT: CARUTHERS PARK STORMWATER AND URBAN RUNOFF CAPTURE PROJECT – LAKEWOOD STAFF CONSTRUCTION SUPPORT SERVICES

Dear Mr. Iniguez:

The Caruthers Park Stormwater and Urban Runoff Capture Project is currently under construction and is expected to be completed in the summer of 2020. The City of Bellflower inquired whether the City of Lakewood Department of Water Resources (DWR) staff would consider operating their stormwater capture system since the DWR staff has experience operating the Bolivar Park Stormwater Capture system.

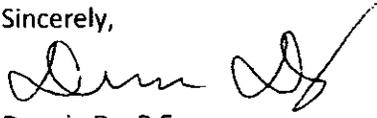
At the June 17, 2019 meeting between the City of Bellflower Public Works staff and the City of Lakewood staff (Public Works and Water Resources), discussed that the Lakewood DWR staff would be willing to operate Bellflower's stormwater capture system. Lakewood's participation would happen in two phases: Phase 1- Construction Services Support; and Phase 2-Operation of the stormwater capture system. A formal agreement would be needed to actually operate the plant on Bellflower's behalf that would need approval of both our City Councils. Initially, however, Lakewood staff is able to assist Bellflower during the construction phase of the project by means of an exchange of letters. The City of Bellflower would contract with Macroautomatics directly for the SCADA and programming support.

The task for Phase 1 support, would consist of attending construction meetings; reviewing submittals; and and if necessary, performing a final on-site visit to review and inspect the physical layout of the Wahaso treatment system skid, prior to its delivery to the project site. The Assistant Director of Water Resources, Derwin Dy, will serve as the main staff for the Phase 1 support and his fully burdened rate is \$215/hour. An estimated budget of \$10,000 should cover the cost for Phase 1. The Phase 2 budget will be develop prior to construction completion. We would expect to include operations and maintenance for the Caruthers Park plant in a package with Lakewood's Bolivar and Mayfair water capture plants, for consideration of funding through the Measure W regional funding program.

Lakewood

If you have any questions please call me at (562) 866-9771 extension 2703 or at ddy@lakewoodcity.org.

Sincerely,

A handwritten signature in black ink, appearing to read 'Derwin Dy', with a long, sweeping flourish extending upwards and to the right.

Derwin Dy, P.E.

Assistant Director of Water Resources

cc: Jason Wen, Ph.D., P.E., Director of Water Resources, City of Lakewood, CA
Lisa Rapp, Director of Public Works, City of Lakewood, CA

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Public Hearings

COUNCIL AGENDA

October 8, 2019

TO: The Honorable Mayor and City Council

SUBJECT: Senate Bill 2 (SB 2) Planning Grants Program

INTRODUCTION

In response to the need to establish a permanent, on-going source of funds dedicated to housing development, Governor Brown signed Senate Bill 2 (SB 2 – The Building Homes and Jobs Act) into law on September 29, 2017. SB 2 would provide a permanent source of funding to increase the production of housing state-wide. About half of the funds released in the first year are being dedicated to local jurisdictions in the form of non-competitive grants for up-dating planning documents and zoning ordinances in order to streamline and encourage housing production.

STATEMENT OF FACTS

SB 2 authorizes counties to collect a \$75 real estate document recording fee on each single transaction per parcel of real property, with a maximum fee of \$225. SB 2 also authorized the creation of the Building Homes and Jobs Trust Fund into which the real estate recording fees are collected. The law went into effect on January 1, 2018 and is projected to generate \$200 million in annual revenue statewide the first year. Fees collected during 2018 are to be allocated as follows:

1. 50% of the funds are to be made available to the Department of Housing and Community Development (HCD) for the purpose of assisting persons experiencing or at risk of homelessness.
2. 45% of the funds are to be made available to jurisdictions for update planning documents and zoning ordinances in order to streamline and encourage housing production.
3. 5% to be made available for HCD to provide technical assistance to jurisdictions in updating their planning documents. Technical assistance shall be provided by HCD and the Governor’s Office of Planning and Research.

SB 2 prescribes the method by which fees collected in the Building Homes and Jobs Trust Fund are to be allocated to local jurisdictions as shown in the table below. Lakewood is a classified as a medium sized jurisdiction and will be eligible to receive a maximum grant amount of \$310,000.

Minimum Grant (any size population)	Small Jurisdiction (up to 60,000 people)	Medium Jurisdiction (60,000 to 200,000 people)	Large Jurisdiction (Greater than 200,000 people)
\$25,000	\$160,000 max.	\$310,000 max.	\$625,000 max.

To be eligible for the grant, each jurisdiction must have a certified Housing Element, have submitted a general plan Annual Progress Report, demonstrate a nexus to accelerating housing production, self-certify consistency with state or other planning priorities, and submit a fully executed Resolution authorizing application for, and receipt of, SB 2 grant funds. After reviewing the threshold eligibility criteria and consulting with HCD, staff is confident that Lakewood is eligible to obtain this grant. Lakewood's Housing Element was certified on October 9, 2013 and our General Plan Annual Progress Reports have consistently been submitted annually to HCD since 1998. The SB 2 grant application will demonstrate a nexus to accelerating housing production and Lakewood is capable of self-certification as required by the terms of the grant. Staff will communicate with HCD during the application process to ensure that the application meets the terms of the grant and that the application package is acceptable to HCD. Lakewood's proposed application package will consist of four sections: a Gateway Cities Council of Government (GCCOG) Assessment, Administrative Costs, a Mixed Use Study/Ordinance Program, and a Zoning Code Amendment Program, each of these sections is discussed in further detail below:

- I. GCCOG Assessment - The Gateway Cities Council of Governments (GCCOG) is an active partner with the Gateway Cities on this grant opportunity. The Gateway Cities have pledged to dedicate a maximum of 1% of the grant award to be used to help fund a regional planner position with expertise in housing. The scope of work of this GCCOG position is to help cities promote and accelerate housing production through a variety of measures such as creating shared informational resources and identifying best practices from inside and outside the region. The GCCOG regional planner will develop educational materials on housing production practices and policies that are tailored to Gateway Cities, such as guides and fact sheets to fill knowledge and capacity gaps, and engage in meetings and workshops to share and leverage resources. The GCCOG planner will help Gateway Cities staff better understand topics and processes regarding affordable housing production, tax credits, land acquisition policies and practices, and options for funding.

Program Amount: \$3,100 (1% of award)

- II. Administrative Costs - Up to 5% may be used towards City administrative costs necessary to carry out SB 2 program activities.

Program Amount: \$15,500 (5% of award)

- III. Mixed Use Study/Ordinance Program - The City will retain a consultant to prepare a mixed use study and a corresponding ordinance to facilitate future mixed use development, should the ordinance be adopted. The study will examine certain commercially-zoned sites and estimate the level of economic benefit to the City by analyzing the appropriate infrastructure and traffic generation for mixed use developments, identifying the optimal residential density of mixed use projects, the optimal ratio of commercial to residential floor area, preparation of development standards, and comparing levels of potential sales tax revenues. The ordinance portion of the program includes a General Plan Amendment, Zone Change (may include establishing an

overlay zone, specific plan, or other zoning mechanism), and appropriate CEQA documentation.

Program Amount: \$264,063 (85.18% of award)

IV. Zoning Code Amendment Programs – This program consists of the following zoning code amendments designed to remove barriers to housing construction and streamline the development process: 1) allow by-right condominium development for projects with less than four dwelling units, 2) allow by-right multi-family projects of three stories or less in height; 3) allow by-right multi-family senior housing developments; 4) relax certain development standards for special needs housing; and 5) update the Accessory Dwelling Unit (ADU) ordinance.

a. By-right condominium projects with less than four dwelling units.

The by-right condominium program will remove the current Conditional Use Permit requirement for condominium projects that contain three or less residential condominium units and will allow projects with less than four units to be built by-right.

b. By-right multi-family residential projects three stories or less in height.

The by-right multi-family residential program will remove the Conditional Use Permit requirement for apartment projects under three stories in height, and condominium projects that contain three or less residential condominium units and which are under three stories in height, and will allow those projects by-right. Multi-family units which are three stories in height have become a common method to develop units with sufficient square footage and an attached two-car garage while conserving lot area. The code amendment will include maximum height standards for three-story buildings.

c. By-right senior multi-family housing projects.

The by-right senior multi-family housing program will remove the Conditional Use Permit requirement for new senior multi-family housing projects and permit those projects by-right.

d. Relax certain development standards for special needs housing projects.

Relaxing certain development standards for special needs housing program will allow for greater flexibility in developing special needs housing, in order to encourage and accelerate those projects. Standards to be considered may include modified open space requirements and examining parking standards for special needs housing.

e. Minor modifications to the Accessory Dwelling Unit (ADU).

The minor modifications to the Accessory Dwelling Unit (ADU) program will update the City's Accessory Dwelling Unit (ADU) ordinance to reflect current state ADU law and

create clearer language for developing ADUs in the City's M-F-R (Multi-Family Residential) zone.

Program Amount: \$27,337 (8.82% of award)

If awarded a grant, the City will receive funds on a reimbursement basis. After the application is accepted by HCD, the City must then expend its own funds to carry out each program and then request reimbursement from HCD. It is important to note that the City's programs must result in an action leading to an expansion of new housing construction or capacity in order to be reimbursed. For example, reimbursement for the mixed-use study will not be reimbursed unless the City adopts an ordinance creating mixed-use zoning. The grant application is due by November 30, 2019 and the end of the grant term (deadline to complete expenditures) is on June 30, 2022.

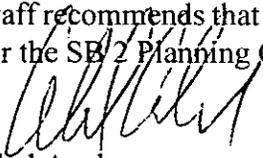
The SB 2 program is an ongoing funding source. In the current program year (the initial year of the program), 50% of the funds collected are being made available to local governments for planning purposes. In subsequent years, SB 2 funding will be administered as the PLHA program (Permanent Local Housing Allocation) program. There will be two types of assistance under PLHA:

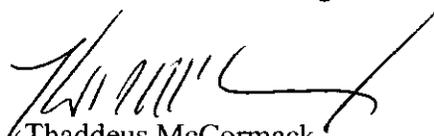
1. Formula grants to entitlement and non-entitlement jurisdictions based on the formula prescribed under federal law for the Community Development Block Grant.
2. Competitive grants to non-entitlement jurisdictions. Funding amounts will vary based on annual revenues to the Building Homes and Jobs Trust Fund.

Therefore, we expect that this will be an ongoing funding stream that will help support the Gateway Cities member jurisdictions. HCD is developing guidelines for how the future years of funding will be apportioned to local governments.

STAFF RECOMMENDATION

Staff recommends that the City Council approve the proposed Resolution authorizing staff to apply for the SB 2 Planning Grants Program.


Abel Avalos
Director of Community Development


Thaddeus McCormack
City Manager

RESOLUTION NO. 2019-50

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD ADOPTING THE CITY OF LAKEWOOD AUTHORIZING APPLICATION FOR, AND RECEIPT OF, SB 2 PLANNING GRANTS PROGRAM FUNDS

WHEREAS, the State of California, Department of Housing and Community Development (Department) has issued a Notice of Funding Availability (NOFA) dated March 29, 2019, for its Planning Grants Program (PGP); and

WHEREAS, the City of Lakewood desires to submit a project application for the PGP program to accelerate the production of housing and will submit a 2019 PGP grant application as described in the PGP NOFA and SB 2 PGP Guidelines released by the Department for the PGP; and

WHEREAS, the Department is authorized to provide up to \$123 million under the SB 2 PGP from the Building and Homes and Jobs Trust Fund for assistance to local governments (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2)) related to the PGP.

NOW, THEREFORE, the City Council of the City of Lakewood resolves as follows:

SECTION 1. The City Council of the City of Lakewood is hereby authorized and directed to apply for and submit to the Department the 2019 PGP application released March 28, 2019 in the amount of \$310,000.

SECTION 2. In connection with the PGP grant, if the application is approved by the Department, the City Manager is authorized to enter into, execute, and deliver an agreement (Agreement) between the Department and the City of Lakewood in for the amount of \$310,000, and any and all other documents required or deemed necessary or appropriate to evidence and secure the PGP grant, the City obligations related thereto, and all amendments thereto (collectively, the "PGP Grant Documents").

SECTION 3. The City shall be subject to the terms and conditions as specified in the Agreement, the SB 2 PGP Guidelines, and any applicable PGP guidelines published by the Department. Funds are to be used for allowable expenditures as specifically identified in the Agreement. The application in full is incorporated as part of the Agreement. Any and all activities funded, information provided, and timelines represented in the application will be enforceable through the executed Agreement. The City Council hereby agrees to use the funds for eligible uses in the manner presented in the application as approved by the Development and in accordance with the Planning Grants NOFA, the PGP Guidelines, and 2019 PGP Application.

SECTION 4. The City Manager is authorized to execute the City of Lakewood PGP application, the PGP Grant Documents, and any amendments thereto, on behalf of the City of Lakewood as required by the Department for receipt of the PGP Grant.

ADOPTED AND APPROVED THIS 8TH DAY OF OCTOBER, 2019.

Mayor

ATTEST:

City Clerk

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COUNCIL AGENDA

October 8, 2019

TO: The Honorable Mayor and City Council

SUBJECT: Award of Bid for Public Works Project No. 2019-03
ADA Restroom Improvements to the Existing Park Buildings at Biscailuz Park, Bolivar Park, Boyar Park, Del Valle Park, Mayfair Park and San Martin Park

INTRODUCTION

On September 30, 2019 the City Clerk received three bids for the ADA Restroom Improvements to the Existing Park Buildings at Biscailuz Park, Bolivar Park, Boyar Park, Del Valle Park, Mayfair Park, and San Martin Park project. The work generally consists of interior and exterior demolition, remodeling of six accessible park restrooms, and other improvements as required by the contract documents.

STATEMENT OF FACT

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

RANK	BIDDER	BID AMOUNT
1	GDL Best Contractors Inc.	\$445,360
2	De La Riva Construction	\$568,553
3	G2K Construction	\$750,800

The lowest responsible bidder is GDL Best Contractors Inc. in the bid amount of \$445,360. Staff has verified with the State Contractors License Board that GDL Best Contractors Inc. is properly licensed for the work. References contacted by staff provided favorable comments on the quality of their work and they have completed similar installations for various public facilities. Staff also recommends that a slightly larger contingency of 20% be included, since the buildings being improved are quite old, and there could be unforeseen, unexpected conditions, once the contractor begins demolition.

Additional City Funding

An appropriation of \$120,000 from the Capital Reserve for ADA Improvements is necessary in order to complete the full scope of contract work, cover a 20% contingency during installation, complete the in-house ADA repairs made by staff, cover the cost of the portable toilet rentals throughout the project, and the plan and spec reproduction fees as Staff prepares for the ADA Door Improvements project. The slightly larger contingency is requested due to the project being a remodel of six aging building restrooms and because of the potential for unforeseen conditions. The following table details the available funding and project expenses:

Award of Bid for Public Works Project No. 2019-03
 ADA Restroom Improvements to the Existing Park Buildings at Biscailuz Park, Bolivar Park,
 Boyar Park, Del Valle Park, Mayfair Park and San Martin Park

October 8, 2019
 Page 2 of 3

Initial Project funding from JPIA ADA Improvement loan		\$750,000
Project Expenses to date:		
Architectural Contract	\$161,850	
Mayfair Park – Parking and path of travel improvements	\$66,500	
Materials, supplies, repro, rentals, small service contracts	\$26,044	
JPIA Loan fees	\$6,650	
Subtotal	\$261,044	
Balance		\$488,956
Proposed - ADA Restroom Improvements Contract	\$445,360	
Proposed - Contract Contingency	\$90,000	
Projected expenses – rentals, materials, supplies, repro	\$73,600	
Subtotal	\$608,960	
Balance from JPIA Loan		-\$120,004
Proposed Appropriation		\$120,000
Reserve for CIP ADA improvements		\$1,000,000
10/8/19 Proposed Appropriation	\$120,000	
ADA Loan Payment 4/2020	\$163,401	
Balance		\$716,599
Parking and Path of Travel Imps at Parks and Civic Center	TBD	
Automatic Doors at Civic Center	TBD	

The proposed appropriation would come from the reserve for Capital Improvements for ADA Improvements. \$1,000,000 was identified for this purpose, although none has yet been appropriated. Staff also expects to make future appropriation requests from this reserve for the April 2020 loan payment of \$163,401, the proposed ADA automatic door improvements for the Civic Center, as well as parking and path of travel improvements at Civic Center and various parks.

SUMMARY

Bids have been received on Public Works Contract 19-03. Staff recommends the contract be awarded to the lowest responsible bidder, GDL Best Contractors Inc., that \$90,000 in project funds be authorized for contingency purposes, and that \$120,000 from the CIP Reserve for ADA Improvements be appropriated.

Award of Bid for Public Works Project No. 2019-03
ADA Restroom Improvements to the Existing Park Buildings at Biscailuz Park, Bolivar Park,
Boyar Park, Del Valle Park, Mayfair Park and San Martin Park

October 8, 2019
Page 3 of 3

RECOMMENDATION

Staff recommends that the City Council:

- (1) Adopt the plans, specifications, and working details for the subject project.
- (2) Award a contract for the “ADA Restroom Improvements to the Existing Park Buildings at Biscailuz Park, Bolivar Park, Boyar Park, Del Valle Park, Mayfair Park and San Martin Park”, Public Works Contract 2019-03, in the amount of \$445,360 to the low bidder GDL Best Contractors Inc. and authorize the Mayor to sign the contract in a form approved by the City Attorney.
- (3) Authorize staff to approve a cumulative total of change orders, as necessary not to exceed \$90,000.
- (4) Appropriate \$120,000 from the General Fund assigned fund balance -Capital Replacement and Repair.

Lisa Ann Rapp 
Director of Public Works


Thaddeus McCormack
City Manager

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TO: The Honorable Mayor and City Council

SUBJECT: Rejection of Bids for Public Works Project No. 2019-05
Reroofing Improvements to the Existing Boyar Park Restroom Building, Palms
Park Restroom Building, Equestrian Center Residence

INTRODUCTION

On September 30, 2019 the City Clerk received one bid for the Reroofing Improvements to the Existing Boyar Park Restroom Building, Palms Park Restroom Building, and Equestrian Center residence project. The work generally consists of building roofing demolition, building reroofing, and other related improvements as required by the contract documents. The bid was in excess of what Staff expected.

STATEMENT OF FACT

Four contractors attended the non-mandatory pre-bid conference; three contractors purchased plans and specifications, and one submitted a bid proposal. The lowest responsible bidder is Fisher Contractor Inc. in the bid amount of \$104,000.

RANK	BIDDER	BID AMOUNT
1	Fisher Contractor Inc.	\$104,000

The sole bid was higher than staff expectations. Due to this, staff recommends the bid be rejected.

SUMMARY

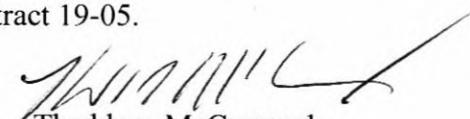
Bids have been received on Public Works Contract 19-05. Staff recommends rejection of Fisher Contractor Inc.'s bid.

RECOMMENDATION

Staff recommends that the City Council:

- (1) Reject the bid received for Public Works Contract 19-05.

Lisa Ann Rapp 
Director of Public Works


Thaddeus McCormack
City Manager

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Legislation

TO: The Honorable Mayor and City Council

SUBJECT: Resolutions for the 2020 General Municipal Election

INTRODUCTION

In accordance with Section 1500 of the Lakewood Municipal Code, the municipal election shall be held on the first Tuesday after the first Monday in March of even-numbered years. The date for the 2020 Election will be March 3rd.

STATEMENT OF FACTS

Lakewood's General Municipal Election will be held on March 3, 2020, to select two members of the City Council for terms of four years. In accordance with requirements as set forth in the Elections Code, the City Council must adopt certain resolutions in a timely manner pertaining to General Municipal Elections. The following resolutions are presented for consideration at this time:

1. Resolution Calling and Giving Notice of the Election;
2. Resolution Requesting the Board of Supervisors of Los Angeles County to Consolidate with the Statewide Presidential Primary; and
3. Resolution Adopting Regulations for Candidate Statements.

Registered voters of the City interested in running for this office must complete the nomination process prescribed by State election law. The nomination period will be open over a four-week period beginning on Tuesday, November 12th and concluding on Friday, December 6th.

In October 2018, the Los Angeles County Board of Supervisors approved the City of Lakewood's request to consolidate and hold its general municipal election on the same day as the statewide election. Consolidating the City's election with the County enables the Los Angeles County Registrar-Recorder/County Clerk ("County Registrar") to administer, manage, and oversee many facets of the City's election, including services and tasks related to the complete and successful conduct of the election; provision of all election materials and equipment; the hiring, training and supervision of poll workers; printing and distribution of ballot materials; the tallying of votes; and canvassing of election results. The City Clerk's Office would continue to handle the candidate nomination filing process, Fair Political Practices Commission filings and publishing of official election notices relating to calling an election and nominations.

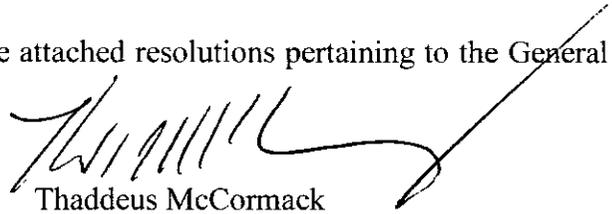
The proposed Resolution adopting regulations for candidates to elective office provides that a candidate, at his/her own expense, may choose to submit a Candidate Statement to be printed in the sample ballot/voter information guide, which is mailed to all registered voters in the City. The candidate must make an advance deposit, to cover the expense of typesetting, translating and printing, as estimated by the County Registrar.

STAFF RECOMMENDATION

Staff recommends that the City Council adopt the attached resolutions pertaining to the General Municipal Election on March 3, 2020.



Jo Mayberry
City Clerk



Thaddeus McCormack
City Manager

RESOLUTION NO. 2019-51

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD, CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, MARCH 3, 2020, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES

WHEREAS, under the provisions of the laws relating to General Law Cities in the State of California, a General Municipal Election shall be held on, March 3, 2020, for the election of Municipal Officers.

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

SECTION 1. Pursuant to the requirements of the laws of the State of California relating to General Law Cities, there is called and ordered to be held in the City of Lakewood, California, on Tuesday, March 3, 2020, a General Municipal Election for the purpose of electing two (2) Members of the City Council for the full term of four years.

SECTION 2. The ballots to be used at the election shall be in form and content as required by law.

SECTION 3. The City Clerk is authorized, instructed and directed to coordinate with the County of Registrar-Recorder/County Clerk ("County Registrar") to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

SECTION 4. The vote centers, operated by the County Registrar, for the election shall be open as required during the identified voting period pursuant to Section 4007 and 14401 of the Elections Code of the State of California.

SECTION 5. In all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 6. Notice of the time and place of holding the election is given and the City Clerk and County Registrar are authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

SECTION 7. The City Council authorizes the City Clerk to administer said election and all reasonable and actual election expenses shall be paid by the City upon presentation of a properly submitted bill.

SECTION 8. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

ADOPTED AND APPROVED THIS 8TH DAY OF OCTOBER, 2019.

Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2019-52

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON, MARCH 3, 2020, WITH THE STATEWIDE PRESIDENTIAL PRIMARY ELECTION

WHEREAS, the City Council of the City of Lakewood called a General Municipal Election to be held on March 3, 2020, for the purpose of the election of two (2) Members of the City Council; and

WHEREAS, it is desirable that the General Municipal Election be consolidated with the Statewide Presidential Primary Election to be held on the same date and that within the City the precincts, polling places and election officers of the two elections be the same, and that the Los Angeles County Registrar-Recorder/County Clerk ("County Registrar") canvass the returns of the General Municipal Election and that the election be held in all respects as if there were only one election; and

WHEREAS, Elections Code Section 10002 authorizes the City to request by resolution that the Board of Supervisors of Los Angeles County authorize the County Registrar to conduct specified election services.

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

SECTION 1. Pursuant to the requirements of Section 10403 of the Elections Code, the Board of Supervisors of the County of Los Angeles is hereby requested to consent and agree to the consolidation of a General Municipal Election with the Statewide Presidential Primary Election on Tuesday, March 3, 2020, for the purpose of the election of two (2) Members of the City Council for the full term of four years.

SECTION 2. The City Council requests the Board of Supervisors of the County of Los Angeles to administer, manage and perform all necessary functions, services and tasks related to the complete and successful conduct of the consolidated election; including the provision of all election materials and equipment; the hiring, training and supervision of poll workers and other election personnel; the printing and distribution of ballot materials; the translation of ballot materials in the required languages for the City of Lakewood; the collection of submitted ballots; the tallying of votes; and canvassing of election results.

SECTION 3. The Board of Supervisors is requested to consent and agree to the consolidation of the City of Lakewood's General Municipal Election with the Statewide Presidential Primary Election to be held on March 3, 2020, and that the County of Los Angeles take any and all steps necessary for the holding of the consolidated election.

SECTION 4. The City of Lakewood recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for these costs.

SECTION 5. The candidate nomination and filing process shall occur in the City of Lakewood for convenience of residents between the dates of November 12, 2019, and December 6, 2019, unless extended to December 11, 2019, in the event that an incumbent does not file, and shall be conducted by the City Clerk with the support of the County Registrar.

SECTION 6. The vote centers, operated by the County Registrar, for the election shall be open as required during the identified voting period pursuant to Sections 4007 and 14401 of the Elections Code of the State of California.

SECTION 7. The City Clerk is hereby directed to file a certified copy of this resolution with the Board of Supervisors of the County of Los Angeles and the County Registrar.

SECTION 8. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

ADOPTED AND APPROVED THIS 8TH DAY OF OCTOBER, 2019.

Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2019-53

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATE STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, MARCH 3, 2020

WHEREAS, Section 13307 of the Elections Code of the State of California provides that the governing body of any local agency adopt regulations pertaining to materials prepared by any candidate for a municipal election, including costs of the Candidate Statement.

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

SECTION 1. GENERAL PROVISIONS. Pursuant to Section 13307 of the Elections Code of the State of California, each candidate for elective office to be voted for at an Election to be held in the City of Lakewood on March 3, 2020, may prepare a Candidate Statement on an appropriate form provided by the City Clerk. The statement may include the name, age and occupation of the candidate and a brief description of no more than 200 words of the candidate's education and qualifications expressed by the candidate himself or herself. The statement shall not include party affiliation of the candidate, nor membership or activity in partisan political organizations. The statement shall be filed in typewritten form in the office of the City Clerk at the time the candidate's nomination papers are filed. The statement may be withdrawn, but not changed, during the period for filing nomination papers and until 5:00 p.m. of the next working day after the close of the nomination period.

SECTION 2. FOREIGN LANGUAGE POLICY. Pursuant to the Federal Voting Rights Act, the Candidate Statement shall be translated into all languages required by the County of Los Angeles, which are Spanish, Tagalog, Vietnamese, Khmer and Korean. The Los Angeles County Registrar-Recorder/County Clerk ("County Registrar"), will print and mail the Official Sample Ballot Booklet/Voter Information Guide and Candidate Statements in all the required languages.

SECTION 3. PAYMENT. The City Clerk shall work with the County Registrar to estimate the total cost of printing, handling, translating, and mailing the Candidate Statements filed, including the costs incurred as a result of complying with the Voting Rights Act of 1965, as amended, and require each candidate filing a statement to pay in advance to the City of Lakewood his or her estimated pro rata share as a condition of having his or her statement included in the Official Sample Ballot Booklet/Voter Information Guide. The estimate is just an approximation of the actual cost that varies from one election to another election and may be significantly more or less than the estimate, depending on the actual number of candidates filing

statements. Accordingly, the City Clerk is not bound by the estimate and may, on a pro rata basis, bill the candidate for additional actual expense or refund any excess paid depending on the final actual cost. In the event of underpayment, the City Clerk may require the candidate to pay the balance of the cost incurred. In the event of overpayment, the City Clerk shall prorate the excess amount among the candidates and refund the excess amount paid within 30 days of the election.

SECTION 4. MISCELLANEOUS. Translations shall be provided by professionally certified translators and the City Clerk and County Registrar shall comply with all recommendations and standards set forth by the California Secretary of State regarding occupational designations and other matters relating to elections.

SECTION 5. ADDITIONAL MATERIALS. No candidate will be permitted to include additional materials in the Official Sample Ballot Booklet/Voter Information Guide.

SECTION 6. The City Clerk shall provide each candidate or the candidate's representative a copy of this Resolution at the time nominating petitions are issued.

SECTION 7. All previous resolutions establishing City Council policy on payment for Candidate Statements are repealed.

SECTION 8. This resolution shall apply only to the election to be held on March 3, 2020, and shall then be repealed.

SECTION 9. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

ADOPTED AND APPROVED THIS 8TH DAY OF OCTOBER, 2019.

Mayor

ATTEST:

City Clerk

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ORDINANCE NO. 2019-3

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

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

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

A. At present, the Lakewood Municipal Code generally prohibits vending, peddling, selling and/or soliciting on public property.

B. Government Code §§ 51036, et seq., became effective on January 1, 2019, and it acts to, among other things, decriminalize sidewalk vending.

C. Amendments to the LMC implemented by this Ordinance are necessary to create a Sidewalk Vending Program that establishes licensing regulations for street vendors in the City and limits penalties to a specified schedule of fines.

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

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

**CHAPTER 4.5
SIDEWALK VENDOR PERMITS**

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

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

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

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

6405.3 PERMIT APPLICATIONS.

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

Card or Certified Food Protection Manager certificate, where applicable, pursuant to Health and Safety Code §§ 113700-114437, and certify that the pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other non-motorized conveyance used has been approved by the County Health Department for that particular type of food;

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

6405.4 OPERATING REQUIREMENTS.

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

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

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

6405.5 VIOLATIONS AND PENALTIES.

- A. Any violation of any provision set forth in this Chapter is deemed to be a public nuisance and each day such condition continues shall be regarded as a new and separate offense. Violations of this Chapter will be subject to penalties as set forth in this Section.
- B. Fines imposed for such violations shall be as follows:
 - 1. An administrative fine of \$100 for a first violation;
 - 2. An administrative fine of \$200 for a second violation within one year of the first violation; and
 - 3. An administrative fine of \$500 for a third or subsequent violation within one year of the first violation. Additionally, the City may revoke the Permit upon a fourth or

subsequent violation.

- C. When assessing an administrative fine, the City must take into consideration the violator's ability to pay the fine. In doing so, the City may allow the violator to complete community service in lieu of paying the total administrative fine, waive the fine, or offer an alternative disposition. If either of the following are true, the violator may remit to the City 20% of the administrative fine imposed:
 - 1. The violator is receiving public benefits under one or more of the following programs: (i) Supplemental Security Income (SSI) and State Supplementary Payment (SSP); (ii) California Work Opportunity and Responsibility to Kids Act (CalWORKs) or a federal Tribal Temporary Assistance for needy Families (Tribal TANF) grant program; (iii) Supplemental Nutrition Assistance Program or the California Food Assistance Program; (iv) County Relief, General Relief (GR), or General Assistance (GA); (v) Cash Assistance Program for Aged, Blind, and Disabled Legal Immigrants; (vi) In-Home Supportive Services (IHSS); or (vii) Medi-Cal; or
 - 2. The violator's monthly income is 125 percent or less of the current poverty guidelines updated periodically in the Federal Register by the United States Department of Health and Human Services under the authority of 42 U.S.C. 9902(2).
- D. Any fine required to be paid pursuant to this Chapter shall constitute a debt owed by the Vendor to the City. Any person owing money to the City pursuant to this Chapter shall be subject to an action brought in the name of the City for the recovery of such amount.

6405.6 SUSPENSION OR REVOCATION OF PERMIT.

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

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

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

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

ADOPTED AND APPROVED this ____ day of _____, 2019, by the following roll call vote:

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

Mayor

ATTEST:

City Clerk