

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

October 9, 2018

ADJOURNED MEETING: Ordinance No. 2018-6

6:30 p.m.
EXECUTIVE BOARD ROOM

CALL TO ORDER

7:30 p.m.

INVOCATION: Pastor Chuck Franco, Life Center Church

PLEDGE OF ALLEGIANCE: Girl Scout Brownie Troop 2803

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

ANNOUNCEMENTS AND PRESENTATIONS:

ROUTINE ITEMS:

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

RI-1 MEETING MINUTES - Staff recommends City Council approve Minutes of the Meetings held August 14, August 28, and September 4, 2018

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 RESOLUTION NO. 2018-62; AMENDING RESOLUTION NO. 2017-12 SO THAT ALL COMMISSIONERS' TERMS RUN THROUGH THE NEXT MUNICIPAL ELECTION - Staff recommends City Council adopt proposed resolution.

LEGISLATION:

2.1 ORDINANCE NO. 2018-6; AMENDING THE LAKEWOOD MUNICIPAL CODE AND THE ZONING ORDINANCE REGARDING THE LOCATION, DESIGN AND OPERATION OF COMMERCIAL CARWASHES - Staff recommends City Council adopt proposed ordinance.

City Council Agenda

October 9, 2018

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LEGISLATION: - Continued

- 2.2 ORDINANCE NO. 2018-7; AMENDING THE LAKEWOOD MUNICIPAL CODE AND THE ZONING ORDINANCE REGARDING THE SHORT-TERM RENTALS OF RESIDENTIAL PROPERTIES AND REQUIRING A BUSINESS LICENSE AND TRANSIENT OCCUPANCY TAX FOR SUCH SHORT-TERM RENTALS - Staff recommends City Council adopt proposed ordinance.
- 2.3 ORDINANCE NO. 2018-8; AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD AMENDING THE MUNICIPAL CODE PERTAINING TO COMPENSATION OF MEMBERS OF THE CITY COUNCIL - Staff recommends City Council adopt proposed ordinance.

REPORTS:

- 3.1 TGIS CATERED EVENTS AT MONTE VERDE PARK - Staff recommends City Council authorize Mayor to sign an Agreement with TGIS for Catering and Concession Services at Monte Verde Park.
- 3.2 LAKEWOOD MEALS ON WHEELS AGREEMENT - FIRST AMENDMENT - Staff recommends City Council authorize Mayor to sign first amendment to Rental Agreement with Lakewood Meals On Wheels.

AGENDA LAKEWOOD SUCCESSOR AGENCY

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

AGENDA LAKEWOOD HOUSING SUCCESSOR AGENCY

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

ORAL COMMUNICATIONS:

ADJOURNMENT

In compliance with the Americans with Disabilities Act, if you are a qualified individual with a disability and need an accommodation to participate in the City Council meeting, please contact the City Clerk's Office, 5050 Clark Avenue, Lakewood, CA, at 562/866-9771, ext. 2200; or at cityclerk@lakewoodcity.org 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

Routine Items

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


DIVIDER SHEET

COUNCIL AGENDA

October 9, 2018

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 None			
B. Changes William Holland	Skilled Trades Worker Skilled Trades Lead Worker	13A to 18A	09/23/2018
C. Separations None			
2. PART-TIME EMPLOYEES			
A. Appointments None			
B. Changes Kyrstin Constantino	Recreation Leader II Community Services Leader III	A to B	09/23/2018
Daniel Lopez	Maintenance Trainee I Maintenance Trainee II	B to B	09/23/2018
C. Separations Cody Aldridge	Maintenance Services Aide I	B	08/26/2018
Freddie Reyes	Maintenance Trainee I	B	08/29/2018



Thaddeus McCormack
City Manager

DIVIDER SHEET

**CITY OF LAKEWOOD
FUND SUMMARY 9/20/2018**

In accordance with section 2521 of the Lakewood Municipal Code there is presented herewith a summary of obligations to be paid by voucher 89463 through 89582. Each of the following demands has been audited by the Director of Administrative Services and approved by the City Manager.

1010	GENERAL FUND	285,076.24
1015	SPECIAL OLYMPICS	52.17
1020	CABLE TV	414.97
1030	CDBG CURRENT YEAR	2,203.53
1050	COMMUNITY FACILITY	1,745.69
3070	PROPOSITION "C"	264.27
5010	GRAPHICS AND COPY CENTER	2,300.47
5020	CENTRAL STORES	1,540.64
5030	FLEET MAINTENANCE	4,984.13
7500	WATER UTILITY FUND	1,158,795.98
8030	TRUST DEPOSIT	543.40
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		1,457,921.49

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
89463	09/20/2018	62243	4IMPRINT	415.62	0.00	415.62
89464	09/20/2018	5156	AIE INC	3,846.89	0.00	3,846.89
89465	09/20/2018	1700	ALLIED REFRIGERATION INC	31.97	0.00	31.97
89466	09/20/2018	48599	ANGELUS PACIFIC CO	841.68	0.00	841.68
89467	09/20/2018	4126	AUTOZONE PARTS INC	66.75	0.00	66.75
89468	09/20/2018	52244	BELLFLOWER. CITY OF	416.92	0.00	416.92
89469	09/20/2018	66044	BENNETT-BOWEN & LIGHTHOUSE INC	756.65	0.00	756.65
89470	09/20/2018	1935	BREA. CITY OF	34,816.00	0.00	34,816.00
89471	09/20/2018	4270	CARROLL MEGAN J	45.95	0.00	45.95
89472	09/20/2018	36746	CERRITOS DODGE	36.84	0.00	36.84
89473	09/20/2018	51331	CERRITOS POOL SUPPLY	23.43	0.00	23.43
89474	09/20/2018	45894	CINTAS CORPORATION	217.73	0.00	217.73
89475	09/20/2018	57070	CITY LIGHT & POWER LKWD INC	3,700.00	0.00	3,700.00
89476	09/20/2018	5077	CLAVERIE. COURTNEY DAY	97.50	0.00	97.50
89477	09/20/2018	4397	CM SCHOOL SUPPLY	50.42	0.00	50.42
89478	09/20/2018	5008	COLOR CARD ADMINISTRATOR CORP.	112.61	0.00	112.61
89479	09/20/2018	4776	CORELOGIC. INC.	240.40	0.00	240.40
89480	09/20/2018	4963	COUCH. RON JR.	462.50	0.00	462.50
89481	09/20/2018	60195	CR TRANSFER INC	4,536.32	0.00	4,536.32
89482	09/20/2018	4442	DANIEL'S TIRE SERVICE INC	485.19	0.00	485.19
89483	09/20/2018	4641	DAO. THAO	1,088.10	0.00	1,088.10
89484	09/20/2018	57945	DELL MARKETING LP	10,359.07	0.00	10,359.07
89485	09/20/2018	1783	DEMSEY FILLIGER & ASSOCIATES LLC	750.00	0.00	750.00
89486	09/20/2018	4680	DIAZ. ISABELLE	629.49	0.00	629.49
89487	09/20/2018	27200	DICKSON R F CO INC	44,631.38	0.00	44,631.38
89488	09/20/2018	5020	ENCORE WELLNESS. LLC	19.20	0.00	19.20
89489	09/20/2018	51930	EWING IRRIGATION PRODUCTS INC	2,900.56	0.00	2,900.56
89490	09/20/2018	4435	ELLIOTT AUTO SUPPLY COMPANY INC	843.70	0.00	843.70
89491	09/20/2018	5030	FATHOM WATER MANAGEMENT INC.	248,717.71	0.00	248,717.71
89492	09/20/2018	52316	FEDERAL EXPRESS CORP	411.41	0.00	411.41
89493	09/20/2018	3188	GALLS LLC/OUARMASTER LLC	1,337.68	0.00	1,337.68
89494	09/20/2018	59433	GANAHL LUMBER COMPANY	26.93	0.00	26.93
89495	09/20/2018	34845	GLASBY MAINTENANCE SUPPLY CO	251.30	0.00	251.30
89496	09/20/2018	65779	GOLDEN STATE WATER COMPANY	18,477.44	0.00	18,477.44
89497	09/20/2018	33150	GRAINGER W W INC	154.91	0.00	154.91
89498	09/20/2018	65575	HAP'S AUTO PARTS	152.85	0.00	152.85
89499	09/20/2018	35477	HARA M LAWNMOWER CENTER	127.68	0.00	127.68
89500	09/20/2018	5106	HARRINGTON INDUSTRIAL PLASTICS LLC	105.22	0.00	105.22
89501	09/20/2018	49520	HINDERLITER DE LLAMAS & ASSOC	3,725.82	0.00	3,725.82
89502	09/20/2018	42031	HOME DEPOT	2,523.11	0.00	2,523.11
89503	09/20/2018	65891	HUMAN SERVICES ASSOCIATION	458.33	0.00	458.33
89504	09/20/2018	65712	IDMODELING INC	1,999.00	0.00	1,999.00
89505	09/20/2018	5144	ISES CORPORATION	14,717.00	0.00	14,717.00
89506	09/20/2018	4622	JHM SUPPLY INC	6,660.39	0.00	6,660.39

CITY OF LAKEWOOD

SUMMARY CHECK REGISTER

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
89507	09/20/2018	59873	JJS PALOMO'S STEEL INC	36.55	0.00	36.55
89508	09/20/2018	53311	LAKEWOOD MEALS ON WHEELS	875.00	0.00	875.00
89509	09/20/2018	53849	LAKEWOOD ROTARY CLUB	275.00	0.00	275.00
89510	09/20/2018	18400	LAKEWOOD. CITY WATER DEPT	73,699.73	0.00	73,699.73
89511	09/20/2018	58741	LANDSCAPE STRUCTURES INC	93.79	0.00	93.79
89512	09/20/2018	43017	LARSEN. DEBRA	125.70	0.00	125.70
89513	09/20/2018	44733	LIEBERT CASSIDY WHITMORE	1,691.00	0.00	1,691.00
89514	09/20/2018	3564	LONG BEACH. CITY OF	1,026.40	0.00	1,026.40
89515	09/20/2018	36844	LA COUNTY DEPT OF PUBLIC WORKS	543.40	0.00	543.40
89516	09/20/2018	59113	MACRO AUTOMATICS	4,910.63	0.00	4,910.63
89517	09/20/2018	62080	MARKLEY. ELIZABETH	178.75	0.00	178.75
89518	09/20/2018	22600	MARTIN & CHAPMAN CO	233.29	0.00	233.29
89519	09/20/2018	4887	MATHESON TRI-GAS. INC.	88.19	0.00	88.19
89520	09/20/2018	5153	MIDWEST MOTOR SUPPLY CO. INC.	2,067.89	0.00	2,067.89
89521	09/20/2018	57391	MINI COACH INC	350.00	0.00	350.00
89522	09/20/2018	4443	O'REILLY AUTOMOTIVE STORES INC	565.05	10.33	554.72
89523	09/20/2018	47554	OFFICE DEPOT BUSINESS SVCS	1,327.94	0.00	1,327.94
89524	09/20/2018	4117	PACHECO. MONICA	179.59	0.00	179.59
89525	09/20/2018	450	PACIFIC EH & S SERVICES INC	1,792.00	0.00	1,792.00
89526	09/20/2018	65659	PHASE II SYSTEMS INC	8,250.00	0.00	8,250.00
89527	09/20/2018	50512	PATHWAYS VOLUNTEER HOSPICE	750.00	0.00	750.00
89528	09/20/2018	4308	PELRAC	549.00	0.00	549.00
89529	09/20/2018	1615	PFM ASSET MANAGEMENT LLC	3,093.91	0.00	3,093.91
89530	09/20/2018	65157	PLAYPOWER LT FARMINGTON INC	110.65	0.00	110.65
89531	09/20/2018	4902	PROTEL COMMUNICATIONS INC.	11,354.00	0.00	11,354.00
89532	09/20/2018	47285	ROTARY CORP	75.52	0.00	75.52
89533	09/20/2018	5045	SAN JUAN. CLYDE J	250.25	0.00	250.25
89534	09/20/2018	3153	SECTRAN SECURITY INC	143.51	0.00	143.51
89535	09/20/2018	240	SGS TESTCOM	5.32	0.00	5.32
89536	09/20/2018	52279	SMART & FINAL INC	162.96	0.00	162.96
89537	09/20/2018	26900	SO CALIF SECURITY CENTERS INC	28.74	0.00	28.74
89538	09/20/2018	29400	SOUTHERN CALIFORNIA EDISON CO	9,556.56	0.00	9,556.56
89539	09/20/2018	29500	SOUTHERN CALIFORNIA GAS CO	1,148.32	0.00	1,148.32
89540	09/20/2018	4026	SPASEFF TED C	200.00	0.00	200.00
89541	09/20/2018	4368	SPECIALTY TIRES LLC	107.02	0.00	107.02
89542	09/20/2018	4972	CHARTER COMMUNICATIONS HOLDINGS. LLC	4,243.07	0.00	4,243.07
89543	09/20/2018	49529	SPICERS PAPER INC	399.67	0.00	399.67
89544	09/20/2018	5180	SUPERCO SPECIALTY PRODUCTS	936.67	0.00	936.67
89545	09/20/2018	66215	SUPERIOR COURT OF CALIFORNIA	10,125.00	0.00	10,125.00
89546	09/20/2018	66215	SUPERIOR COURT OF CALIFORNIA	8,161.50	0.00	8,161.50
89547	09/20/2018	38679	WESTERN EXTERMINATOR COMPANY	863.62	0.00	863.62
89548	09/20/2018	1568	ULINE	129.31	0.00	129.31
89549	09/20/2018	35089	UNDERGROUND SERVICE ALERT	229.45	0.00	229.45
89550	09/20/2018	49848	USA BLUE BOOK A DIVISION OF	445.29	0.00	445.29

CITY OF LAKEWOOD

SUMMARY CHECK REGISTER

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
89551	09/20/2018	7400	WATER REPLENISHMENT DISTRICT OF	889,530.15	0.00	889,530.15
89552	09/20/2018	17640	WAXIE ENTERPRISES INC	170.43	0.00	170.43
89553	09/20/2018	57002	WEST BASIN WATER ASSOCIATION	140.00	0.00	140.00
89554	09/20/2018	37745	WESTERN EXTERMINATOR CO	50.50	0.00	50.50
89555	09/20/2018	4837	XEROX CORPORATION	1,854.85	0.00	1,854.85
89556	09/20/2018	3699	ALEJANDRO. LEILANI	11.00	0.00	11.00
89557	09/20/2018	3699	ANDERSON. SARAH	250.00	0.00	250.00
89558	09/20/2018	3699	ANDINO. RUXNER	250.00	0.00	250.00
89559	09/20/2018	3699	AUSTIN. LATANIA	250.00	0.00	250.00
89560	09/20/2018	3699	AVEDISSIAN. MONICA	11.00	0.00	11.00
89561	09/20/2018	3699	AVILA. CYNTHIA	11.00	0.00	11.00
89562	09/20/2018	3699	BACA. SYLVIA	11.00	0.00	11.00
89563	09/20/2018	3699	BEARD. AIESHA	250.00	0.00	250.00
89564	09/20/2018	3699	FLORES. JUDITH	22.00	0.00	22.00
89565	09/20/2018	3699	GEORGE. KIM	250.00	0.00	250.00
89566	09/20/2018	3699	GONZALEZ. IMELDA	11.00	0.00	11.00
89567	09/20/2018	3699	GORDILLO. JASMINE	11.00	0.00	11.00
89568	09/20/2018	3699	HEIS. HANNAH	250.00	0.00	250.00
89569	09/20/2018	3699	HOBSON. ROSALIND	17.00	0.00	17.00
89570	09/20/2018	3699	LA ROSA. MARY ANNE	11.00	0.00	11.00
89571	09/20/2018	3699	LEDEZMA. CELESTE	11.00	0.00	11.00
89572	09/20/2018	3699	LEE. BARBARA	15.00	0.00	15.00
89573	09/20/2018	3699	MCGREGORY. TINA	22.00	0.00	22.00
89574	09/20/2018	3699	MORALES. NADIA	240.00	0.00	240.00
89575	09/20/2018	3699	NELSON. HOLLIE	11.00	0.00	11.00
89576	09/20/2018	3699	NICHOLS. LARISSA	22.00	0.00	22.00
89577	09/20/2018	3699	OCAMPO. WENDY	11.00	0.00	11.00
89578	09/20/2018	3699	SHEPHERD. GEORGIA	205.00	0.00	205.00
89579	09/20/2018	3699	SIMON. SYESHIA	250.00	0.00	250.00
89580	09/20/2018	3699	SMITH. ELEANOR	90.00	0.00	90.00
89581	09/20/2018	3699	STEVENSON. KENNEDY	11.00	0.00	11.00
89582	09/20/2018	3699	WEAVER. WANDA	33.00	0.00	33.00
Totals:				<u>1,457,931.82</u>	<u>10.33</u>	<u>1,457,921.49</u>

**CITY OF LAKEWOOD
FUND SUMMARY 9/27/2018**

In accordance with section 2521 of the Lakewood Municipal Code there is presented herewith a summary of obligations to be paid by voucher 89583 through 89680. Each of the following demands has been audited by the Director of Administrative Services and approved by the City Manager.

1010	GENERAL FUND	1,435,860.04
1015	SPECIAL OLYMPICS	382.96
1020	CABLE TV	274.88
1050	COMMUNITY FACILITY	2,003.46
1070	RETIREE BENEFITS	1,000.00
1336	STATE COPS GRANT	17,931.02
1600	LITTER REDUCTION GRANT	618.20
1630	USED OIL GRANT	132.34
3001	CAPITAL IMPROV PROJECT FUND	499,933.22
3070	PROPOSITION "C"	14.54
5010	GRAPHICS AND COPY CENTER	181.87
5020	CENTRAL STORES	1,771.38
5030	FLEET MAINTENANCE	2,813.03
6020	GEOGRAPHIC INFORMATION SYSTEM	14.30
7500	WATER UTILITY FUND	55,305.19
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		2,018,236.43

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
89583	09/26/2018	5181	LETO. SUSAN	250.00	0.00	250.00
89584	09/27/2018	4842	A T & T CORP	243.91	0.00	243.91
89585	09/27/2018	2701	AIRE RITE A/C & REFRIGERATION INC	1,921.90	0.00	1,921.90
89586	09/27/2018	1700	ALLIED REFRIGERATION INC	60.96	0.00	60.96
89587	09/27/2018	5179	ALS GROUP USA. CORP.	1,716.50	0.00	1,716.50
89588	09/27/2018	443	B&M LAWN AND GARDEN INC	742.59	0.00	742.59
89589	09/27/2018	5158	BANNER BANK	24,850.00	0.00	24,850.00
89590	09/27/2018	39123	BACKFLOW APPARATUS & VALUE COMPANY	913.86	0.00	913.86
89591	09/27/2018	48108	BERG. APRIL	162.50	0.00	162.50
89592	09/27/2018	66457	BRENNTAG PACIFIC INC	2,161.54	0.00	2,161.54
89593	09/27/2018	53983	CALIF STATE FRANCHISE TAX BOARD	1,063.24	0.00	1,063.24
89594	09/27/2018	4978	CALIFORNIA FOUNDATION FOR THE	765.70	0.00	765.70
89595	09/27/2018	5146	CASTANEDA. BRANDON	655.20	0.00	655.20
89596	09/27/2018	51331	CERRITOS POOL SUPPLY	93.73	0.00	93.73
89597	09/27/2018	45894	CINTAS CORPORATION	64.14	0.00	64.14
89598	09/27/2018	4654	BRAGG INVESTMENT COMPANY. INC.	98.83	0.00	98.83
89599	09/27/2018	3778	COMMERCIAL AQUATIC SERVICES INC	633.13	0.00	633.13
89600	09/27/2018	60946	CULVER COMPANY	2,312.05	0.00	2,312.05
89601	09/27/2018	4641	DAO. THAO	300.00	0.00	300.00
89602	09/27/2018	27200	DICKSON R F CO INC	4,650.00	0.00	4,650.00
89603	09/27/2018	3199	EDCO WASTE SERVICES LLC	404,828.17	0.00	404,828.17
89604	09/27/2018	4435	ELLIOTT AUTO SUPPLY COMPANY INC	88.21	0.00	88.21
89605	09/27/2018	63519	FLUE STEAM INC	24.00	0.00	24.00
89606	09/27/2018	59433	GANAHL LUMBER COMPANY	35.55	0.00	35.55
89607	09/27/2018	5005	GIEMONT. GREGORY S.	261.00	0.00	261.00
89608	09/27/2018	52540	GONSALVES JOE A & SON	4,526.00	0.00	4,526.00
89609	09/27/2018	61769	GRAUTEN. EVELYN R	351.00	0.00	351.00
89610	09/27/2018	38311	H & H NURSERY	81.80	0.00	81.80
89611	09/27/2018	54961	HACH COMPANY	1,279.97	0.00	1,279.97
89612	09/27/2018	35477	HARA M LAWNMOWER CENTER	194.61	0.00	194.61
89613	09/27/2018	5106	HARRINGTON INDUSTRIAL PLASTICS LLC	600.68	0.00	600.68
89614	09/27/2018	49031	HDL COREN & CONE	745.00	0.00	745.00
89615	09/27/2018	42031	HOME DEPOT	969.65	0.00	969.65
89616	09/27/2018	3807	HAZARDOUS WASTE TRANSPORTATION	11,479.47	0.00	11,479.47
89617	09/27/2018	59873	JJS PALOMO'S STEEL INC	99.23	0.00	99.23
89618	09/27/2018	4180	JONES RICHARD D. A PROF LAW CORP	2,411.94	0.00	2,411.94
89619	09/27/2018	4180	JONES RICHARD D. A PROF LAW CORP	16,750.00	0.00	16,750.00
89620	09/27/2018	63573	KDC INC	1,212.50	0.00	1,212.50
89621	09/27/2018	2956	KICK IT UP KIDZ. LLC	254.15	0.00	254.15
89622	09/27/2018	18300	LAKEWOOD CHAMBER OF COMMERCE	2,416.67	0.00	2,416.67
89623	09/27/2018	55469	LAKEWOOD CITY EMPLOYEE ASSOCIATION	2,020.00	0.00	2,020.00
89624	09/27/2018	4783	LANDCARE HOLDINGS INC	7,184.28	0.00	7,184.28
89625	09/27/2018	2409	LIFTECH ELEVATOR SERVICES INC	538.00	0.00	538.00
89626	09/27/2018	20950	LOS ANGELES CO ASSESSOR	65.70	0.00	65.70

CITY OF LAKEWOOD

SUMMARY CHECK REGISTER

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
89627	09/27/2018	21600	LOS ANGELES CO SHERIFFS DEPT	912,880.09	0.00	912,880.09
89628	09/27/2018	66339	MC ENROE. BARBARA	487.50	0.00	487.50
89629	09/27/2018	41831	MIEIR-KING. RICHARD	715.00	0.00	715.00
89630	09/27/2018	52588	MILLER DON & SONS	80.15	0.00	80.15
89631	09/27/2018	64333	MOSES-CALDERA. ISABEL	451.10	0.00	451.10
89632	09/27/2018	615	MUNI SERVICES LLC	3,560.10	0.00	3,560.10
89633	09/27/2018	5033	NICHOLLS CONSULTING. INC.	472.50	0.00	472.50
89634	09/27/2018	4443	O'REILLY AUTOMOTIVE STORES INC	494.19	11.36	482.83
89635	09/27/2018	34536	OCOBOC. DEBRA	245.05	0.00	245.05
89636	09/27/2018	47554	OFFICE DEPOT BUSINESS SVCS	120.68	0.00	120.68
89637	09/27/2018	56461	OVERPACK. NANCY - CARICATURE ARTIST	180.00	0.00	180.00
89638	09/27/2018	4497	PACIFIC COACHWAYS CHARTER SERVICES	1,137.50	0.00	1,137.50
89639	09/27/2018	63708	DY-JO CORPORATION	2,665.00	0.00	2,665.00
89640	09/27/2018	51905	NED PAN. INC.	2,927.00	0.00	2,927.00
89641	09/27/2018	65659	PHASE II SYSTEMS INC	1,000.00	0.00	1,000.00
89642	09/27/2018	51171	PERS LONG TERM CARE PROGRAM	70.64	0.00	70.64
89643	09/27/2018	4494	PIERSON. JEREMY L.	343.20	0.00	343.20
89644	09/27/2018	15600	LONG BEACH PUBLISHING CO	2,215.71	0.00	2,215.71
89645	09/27/2018	47285	ROTARY CORP	205.69	0.00	205.69
89646	09/27/2018	4309	SAFESHRED	40.00	0.00	40.00
89647	09/27/2018	4915	SIEGEL. THEODORE	150.00	0.00	150.00
89648	09/27/2018	5115	SKLAR. SUSAN	182.00	0.00	182.00
89649	09/27/2018	29400	SOUTHERN CALIFORNIA EDISON CO	30,375.04	0.00	30,375.04
89650	09/27/2018	4368	SPECIALTY TIRES LLC	185.93	0.00	185.93
89651	09/27/2018	977	STEVEN ENTERPRISES	97.13	0.00	97.13
89652	09/27/2018	5128	SUKUT CONSTRUCTION. LLC	472,150.00	0.00	472,150.00
89653	09/27/2018	66215	SUPERIOR COURT OF CALIFORNIA	11,307.00	0.00	11,307.00
89654	09/27/2018	66215	SUPERIOR COURT OF CALIFORNIA	8,492.50	0.00	8,492.50
89655	09/27/2018	66215	SUPERIOR COURT OF CALIFORNIA	13,012.50	0.00	13,012.50
89656	09/27/2018	66215	SUPERIOR COURT OF CALIFORNIA	10,646.00	0.00	10,646.00
89657	09/27/2018	57912	SURI. KAREN	109.20	0.00	109.20
89658	09/27/2018	2732	TANNEN. MITCH	561.60	0.00	561.60
89659	09/27/2018	1676	U S TELEPACIFIC CORP	444.75	0.00	444.75
89660	09/27/2018	65224	TUMBLE-N-KIDS. INC	1,430.00	0.00	1,430.00
89661	09/27/2018	60685	TURF STAR	96.70	0.00	96.70
89662	09/27/2018	1437	U S BANK NATIONAL ASSOCIATION	27,786.17	0.00	27,786.17
89663	09/27/2018	4907	VARSITY BRANDS HOLDING CO INC	715.95	0.00	715.95
89664	09/27/2018	5155	WATER SYSTEM SERVICES LLC	350.00	0.00	350.00
89665	09/27/2018	3943	WATERLINE TECHNOLOGIES INC	1,353.94	0.00	1,353.94
89666	09/27/2018	17640	WAXIE ENTERPRISES INC	300.84	0.00	300.84
89667	09/27/2018	62628	WELLS C. PIPELINE MATERIALS	1,001.93	0.00	1,001.93
89668	09/27/2018	37745	WESTERN EXTERMINATOR CO	304.50	0.00	304.50
89669	09/27/2018	35146	WILLDAN ASSOCIATES	2,166.72	0.00	2,166.72
89670	09/27/2018	3837	WORTHINGTON FORD	269.22	0.00	269.22

CITY OF LAKEWOOD

SUMMARY CHECK REGISTER

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
89671	09/27/2018	4837	XEROX CORPORATION	181.87	0.00	181.87
89672	09/27/2018	3699	AVILA. ADRIAN	240.00	0.00	240.00
89673	09/27/2018	3699	GARCIA. GENESSES	250.00	0.00	250.00
89674	09/27/2018	3699	LEONE. BENNY	250.00	0.00	250.00
89675	09/27/2018	3699	LIVOTI. JENNIFER	250.00	0.00	250.00
89676	09/27/2018	3699	NUNEZ. ANDREW	240.00	0.00	240.00
89677	09/27/2018	3699	PAYTON. BRITTNEY	250.00	0.00	250.00
89678	09/27/2018	3699	PREMIERE BUILDERS AND HARDSCAPE	227.84	0.00	227.84
89679	09/27/2018	3699	RIVAS. KIANA	250.00	0.00	250.00
89680	09/27/2018	3699	STEIMKE. SCOTT	250.00	0.00	250.00
Totals:				<u>2,018,247.79</u>	<u>11.36</u>	<u>2,018,236.43</u>

**CITY OF LAKEWOOD
FUND SUMMARY 10/4/18**

In accordance with section 2521 of the Lakewood Municipal Code there is presented herewith a summary of obligations to be paid by voucher 89682 through 89794. Each of the following demands has been audited by the Director of Administrative Services and approved by the City Manager.

1010	GENERAL FUND	413,072.78
1020	CABLE TV	1,795.00
1030	CDBG CURRENT YEAR	3,115.50
1050	COMMUNITY FACILITY	67.70
1622	LA CNTY MEASURE M	15,538.78
3001	CAPITAL IMPROV PROJECT FUND	39,643.65
3070	PROPOSITION "C"	150.00
5010	GRAPHICS AND COPY CENTER	3,187.33
5020	CENTRAL STORES	7,453.70
5030	FLEET MAINTENANCE	11,173.52
6020	GEOGRAPHIC INFORMATION SYSTEM	254.04
7500	WATER UTILITY FUND	117,059.96
8030	TRUST DEPOSIT	3,150.24
		<hr/>
		615,662.20

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
89682	10/04/2018	61307	PERRIS FENCE & SUPPLY	6,598.58	0.00	6,598.58
89683	10/04/2018	61142	ADAMS-HILLERY SHARRON	3,115.50	0.00	3,115.50
89684	10/04/2018	1700	ALLIED REFRIGERATION INC	1,028.75	0.00	1,028.75
89685	10/04/2018	4684	AMAZON.COM LLC	3,167.81	0.00	3,167.81
89686	10/04/2018	58000	AMERICAN TRUCK & TOOL RENTAL INC	175.10	0.00	175.10
89687	10/04/2018	4724	ARC DOCUMENT SOLUTIONS. LLC	5,717.85	0.00	5,717.85
89688	10/04/2018	4465	ATALLA. IBRAHIM	422.50	0.00	422.50
89689	10/04/2018	4126	AUTOZONE PARTS INC	39.37	0.00	39.37
89690	10/04/2018	4878	B.R. BREWER SIGN & GRAPHICS	122.64	0.00	122.64
89691	10/04/2018	4790	COMPASS BANK	16,384.49	0.00	16,384.49
89692	10/04/2018	62737	BOYES. GOBIND	143.00	0.00	143.00
89693	10/04/2018	61428	C A P R C B M	225.00	0.00	225.00
89694	10/04/2018	53046	C.P.R.S.	3,360.00	0.00	3,360.00
89695	10/04/2018	5029	CAMACHO. ANDREW	115.60	0.00	115.60
89696	10/04/2018	988	CDW LLC	2,372.91	0.00	2,372.91
89697	10/04/2018	7500	CENTRAL BASIN MUNICIPAL WATER	1,755.00	0.00	1,755.00
89698	10/04/2018	45894	CINTAS CORPORATION	137.61	0.00	137.61
89699	10/04/2018	5008	COLOR CARD ADMINISTRATOR CORP.	37.54	0.00	37.54
89700	10/04/2018	4737	COMPUTER PROTECTION TECHNOLOGY INC	1,795.00	0.00	1,795.00
89701	10/04/2018	42699	CROFT. STEVE	89.35	0.00	89.35
89702	10/04/2018	4498	DELTA DENTAL INSURANCE COMPANY	1,356.04	0.00	1,356.04
89703	10/04/2018	56889	DELTA DENTAL OF CALIFORNIA	7,615.47	0.00	7,615.47
89704	10/04/2018	3213	DIRECTV INC	108.49	0.00	108.49
89705	10/04/2018	4660	ZW USA INC.	282.44	0.00	282.44
89706	10/04/2018	5020	ENCORE WELLNESS. LLC	19.20	0.00	19.20
89707	10/04/2018	4435	ELLIOTT AUTO SUPPLY COMPANY INC	172.43	0.00	172.43
89708	10/04/2018	5030	FATHOM WATER MANAGEMENT INC.	112,414.01	0.00	112,414.01
89709	10/04/2018	52316	FEDERAL EXPRESS CORP	42.40	0.00	42.40
89710	10/04/2018	56711	GILLIBRAND P W CO INC	1,654.56	0.00	1,654.56
89711	10/04/2018	33150	GRAINGER W W INC	557.67	0.00	557.67
89712	10/04/2018	61769	GRAUTEN. EVELYN R	310.05	0.00	310.05
89713	10/04/2018	5165	HALLIDAY PRODUCTS INC.	1,649.66	0.00	1,649.66
89714	10/04/2018	65575	HAP'S AUTO PARTS	5.75	0.00	5.75
89715	10/04/2018	35477	HARA M LAWNMOWER CENTER	169.87	0.00	169.87
89716	10/04/2018	65593	HASS. BARBARA	555.75	0.00	555.75
89717	10/04/2018	42031	HOME DEPOT	782.64	0.00	782.64
89718	10/04/2018	4688	HUNTER. JOHN L & ASSOCIATES	118.75	0.00	118.75
89719	10/04/2018	36589	IMMEDIATE MEDICAL CARE	180.00	0.00	180.00
89720	10/04/2018	49843	INOUE. MICHAEL JOHN	715.00	0.00	715.00
89721	10/04/2018	4180	JONES RICHARD D. A PROF LAW CORP	1,012.50	0.00	1,012.50
89722	10/04/2018	36167	KARTER. JANET	49.40	0.00	49.40
89723	10/04/2018	2956	KICK IT UP KIDZ. LLC	115.05	0.00	115.05
89724	10/04/2018	4458	KIM. YVONNE	192.00	0.00	192.00
89725	10/04/2018	18300	LAKEWOOD CHAMBER OF COMMERCE	800.00	0.00	800.00

CITY OF LAKEWOOD

SUMMARY CHECK REGISTER

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
89726	10/04/2018	18550	LAKEWOOD. CITY OF	100.00	0.00	100.00
89727	10/04/2018	18400	LAKEWOOD. CITY WATER DEPT	39,825.02	0.00	39,825.02
89728	10/04/2018	19710	LINCOLN EQUIPMENT INC	435.99	0.00	435.99
89729	10/04/2018	59144	LONG BEACH CITY	1,265.77	0.00	1,265.77
89730	10/04/2018	20300	LONG BEACH CITY GAS & WATER DEPT	375.95	0.00	375.95
89731	10/04/2018	3564	LONG BEACH. CITY OF	778.34	0.00	778.34
89732	10/04/2018	21300	LOS ANGELES CO FIRE DEPT	4,139.00	0.00	4,139.00
89733	10/04/2018	36844	LA COUNTY DEPT OF PUBLIC WORKS	91,441.91	0.00	91,441.91
89734	10/04/2018	58414	MANAGED HEALTH NETWORK	351.12	0.00	351.12
89735	10/04/2018	66074	R AND I HOLDING INC	175.20	0.00	175.20
89736	10/04/2018	22600	MARTIN & CHAPMAN CO	493.76	0.00	493.76
89737	10/04/2018	65773	MAYFLOWER DISTRIBUTING COMPANY	292.88	0.00	292.88
89738	10/04/2018	23130	MC MASTER-CARR SUPPLY CO	523.07	0.00	523.07
89739	10/04/2018	600	MEZA. ALEJANDRO	42.00	0.00	42.00
89740	10/04/2018	4190	NATIONAL UNION FIRE INSURANCE CO	619.89	0.00	619.89
89741	10/04/2018	4892	NESTLE WATERS NORTH AMERICA	137.64	0.00	137.64
89742	10/04/2018	4443	O'REILLY AUTOMOTIVE STORES INC	1,456.50	26.94	1,429.56
89743	10/04/2018	47554	OFFICE DEPOT BUSINESS SVCS	1,055.96	0.00	1,055.96
89744	10/04/2018	465	ONTIVEROS. FRANK	87.96	0.00	87.96
89745	10/04/2018	5016	P & R PAPER SUPPLY COMPANY. INC.	614.61	0.00	614.61
89746	10/04/2018	450	PACIFIC EH & S SERVICES INC	1,792.00	0.00	1,792.00
89747	10/04/2018	65659	PHASE II SYSTEMS INC	2,500.00	0.00	2,500.00
89748	10/04/2018	3888	RP AUTOMOTIVE UAG CERRITOS I LLC	322.32	0.00	322.32
89749	10/04/2018	66116	PETERSEN. LOUISE	140.40	0.00	140.40
89750	10/04/2018	15600	LONG BEACH PUBLISHING CO	715.00	0.00	715.00
89751	10/04/2018	4760	PUN GROUP. THE LLP	15,000.00	0.00	15,000.00
89752	10/04/2018	4459	READWRITE EDUCATIONAL SOLUTIONS INC	96.85	0.00	96.85
89753	10/04/2018	2044	RODRIGUEZ. EDIANNE	487.80	0.00	487.80
89754	10/04/2018	45437	S & J SUPPLY CO	210.24	0.00	210.24
89755	10/04/2018	41691	SAFETY-KLEEN CORP	859.60	0.00	859.60
89756	10/04/2018	66280	BARRY SANDLER ENTERPRISES	177.06	0.00	177.06
89757	10/04/2018	51723	SCMAF OFFICE	265.00	0.00	265.00
89758	10/04/2018	47141	STEARNS CONRAD & SCHMIDT CONSLT ENG	3,341.00	0.00	3,341.00
89759	10/04/2018	52279	SMART & FINAL INC	22.76	0.00	22.76
89760	10/04/2018	26900	SO CALIF SECURITY CENTERS INC	33.18	0.00	33.18
89761	10/04/2018	61543	COMPUTER & PERIPHERALS GROUP	254.04	0.00	254.04
89762	10/04/2018	36658	SOUTH COAST A.O.M.D.	2,341.24	0.00	2,341.24
89763	10/04/2018	4201	AUDIO MESSAGING SOLUTIONS LLC	247.51	0.00	247.51
89764	10/04/2018	49529	SPICERS PAPER INC	422.32	0.00	422.32
89765	10/04/2018	37930	STANDARD INSURANCE CO UNIT 22	2,534.50	0.00	2,534.50
89766	10/04/2018	37930	STANDARD INSURANCE CO UNIT 22	10,152.73	0.00	10,152.73
89767	10/04/2018	60792	STEPHENS. ERIC	42.90	0.00	42.90
89768	10/04/2018	5180	SUPERCO SPECIALTY PRODUCTS	396.07	0.00	396.07
89769	10/04/2018	38679	WESTERN EXTERMINATOR COMPANY	48.36	0.00	48.36

CITY OF LAKEWOOD SUMMARY CHECK REGISTER

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
89770	10/04/2018	4893	TENG. WHEA-FUN	145.60	0.00	145.60
89771	10/04/2018	4364	THE RINKS-LAKEWOOD ICE	29.25	0.00	29.25
89772	10/04/2018	4873	TRANSAMERICA LIFE INSURANCE COMPANY	2,254.10	0.00	2,254.10
89773	10/04/2018	65224	TUMBLE-N-KIDS. INC	1,909.05	0.00	1,909.05
89774	10/04/2018	60685	TURF STAR	861.31	0.00	861.31
89775	10/04/2018	66245	TYLER TECHNOLOGIES MUNIS DIVISION	135,594.95	0.00	135,594.95
89776	10/04/2018	49848	USA BLUE BOOK A DIVISION OF	1,964.89	0.00	1,964.89
89777	10/04/2018	57135	VISION SERVICE PLAN	4,608.07	0.00	4,608.07
89778	10/04/2018	33200	WALTERS WHOLESALE ELECTRIC CO	388.39	0.00	388.39
89779	10/04/2018	3943	WATERLINE TECHNOLOGIES INC	1,466.78	0.00	1,466.78
89780	10/04/2018	17640	WAXIE ENTERPRISES INC	4,361.60	0.00	4,361.60
89781	10/04/2018	36166	WEGENER. KATHY	918.45	0.00	918.45
89782	10/04/2018	40925	WEST COAST ARBORISTS INC	71,744.10	0.00	71,744.10
89783	10/04/2018	37745	WESTERN EXTERMINATOR CO	53.00	0.00	53.00
89784	10/04/2018	50058	WHITE HOUSE FLORIST INC	95.27	0.00	95.27
89785	10/04/2018	35146	WILLDAN ASSOCIATES	23,091.71	0.00	23,091.71
89786	10/04/2018	4183	WINZER CORPORATION	457.57	0.00	457.57
89787	10/04/2018	4837	XEROX CORPORATION	181.87	0.00	181.87
89788	10/04/2018	3699	COMBS. DIANA	59.00	0.00	59.00
89789	10/04/2018	3699	GIGGLES. REBECCA	250.00	0.00	250.00
89790	10/04/2018	3699	JOHNSTONE. DONALD	250.00	0.00	250.00
89791	10/04/2018	3699	PARKS. ALBERT	100.00	0.00	100.00
89792	10/04/2018	3699	REYNA. DAISY	250.00	0.00	250.00
89793	10/04/2018	3699	WALTOWER-PRADIER. YOLANDA	106.00	0.00	106.00
89794	10/04/2018	3699	WARNER BRO'S "WHAT/IF" LOCATION DEPARTMEI	250.00	0.00	250.00
Totals:				<u>615,689.14</u>	<u>26.94</u>	<u>615,662.20</u>

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

COUNCIL AGENDA

October 9, 2018

TO: Honorable Mayor and members of the City Council

SUBJECT: Resolution No. 2018-62 Pertaining to Terms of City Commissioners

BACKGROUND

Senate Bill 415 (SB 415) compelled all California cities to consolidate their general municipal elections with a statewide election date (March or November of even years), not later than November 2022. Accordingly, on September 11, 2018, the City Council took action to change the City Council Election scheduled for March of 2019 to March of 2020. In so much as the terms of City Commissioners anticipated and corresponded with the March 2019 date, there is a need to extend the terms of City Commissioners, similar to the extension to the City Council terms, so that incumbent Commissioner terms run up to and through the next Municipal Election.

RECOMMENDATION

It is recommended that the City Council adopt Resolution No. 2018-62 Amending Resolution No. 2017-12 so that all Commissioners' terms run through the next Municipal Election.



Thaddeus McCormack

RESOLUTION NO. 2018-62

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD AMENDING RESOLUTION NO. 2017-12 SO THAT ALL COMMISSIONERS' TERMS RUN THROUGH THE NEXT MUNICIPAL ELECTION.

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

SECTION 1. Resolution No. 2017-12 is hereby amended to provide that the terms of all Commissioners listed in such Resolution shall terminate with the second Council meeting following the next general municipal election.

SECTION 2. Except as amended herein, Resolution No. 2017-12 shall remain in full force and effect.

SECTION 3. If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this Resolution, or any part hereof, is held invalid or unconstitutional, such decision shall not affect the validity of the remaining sections or portions of this Resolution. The City Council hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase in this Resolution irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases may be declared invalid or unconstitutional.

SECTION 4. The City Clerk shall certify to the adoption of this Resolution.

ADOPTED AND APPROVED THIS ____ DAY OF _____, 2018.

Mayor

ATTEST:

City Clerk

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

Legislation

ORDINANCE NO. 2018-6

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD AMENDING THE LAKEWOOD MUNICIPAL CODE AND THE ZONING ORDINANCE REGARDING THE LOCATION, DESIGN AND OPERATION OF COMMERCIAL CARWASHES.

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

SECTION 1. PURPOSE. The purpose of this Ordinance is to establish additional locational criteria, development standards, and operational guidelines pertaining to commercial carwashes. Recently during consideration and review of proposed commercial carwashes, concerns have raised regarding the adequacy of carwash regulations pertaining to operational noise and traffic generation in close proximity to residential areas.

This Ordinance will allow new carwashes to be established only in the C-4, M-1, and M-2 zones and will no longer allow them to be established in the C-1 or C-3 zones. This applies to all types of carwashes including self-serve, full service, hand wash, detailing and those constructed in conjunction with a service station.

Any carwash that was approved prior to, and that approval was still valid on the effective date of this Ordinance, shall remain as a fully authorized land use. These existing carwashes shall be allowed to submit amendments to the previously approved conditional use permit to allow modifications that will be subject to the review and discretion of the Planning and Environment Commission. This Ordinance establishes standards for parking spaces at a new carwash facility.

SECTION 2. Section 9340. Uses Permitted of Part 4 C-1 (Neighborhood Commercial) Zone Regulations of Chapter 3 Zoning of Article IX of the Lakewood Municipal Code, Subsection 9340.C.2. (c). (7), regarding standards for Service Stations allowing hand washing of automobiles is hereby deleted.

SECTION 3. Subsection 9341. B Limitations of Uses Permitted of Part 4 C-1 (Neighborhood Commercial) Zone Regulations of Chapter 3 Zoning of Article IX of the Lakewood Municipal Code, is amended to read as follows:

B. All uses shall be conducted wholly within a building except a plant nursery, gasoline, oil or petroleum product pumps, newsstand, outdoor advertising, commercial parking lots, vehicular parking and loading spaces, outdoor accessory uses, displays, and storage, which are normal and incidental to the primary permitted commercial use, where otherwise allowed or authorized by this Part. No required vehicle storage space or landscaped area shall be devoted to outdoor displays or storage.

SECTION 4. Section 9341.J. Service Stations of Part 4 C-1 (Neighborhood Commercial) Zone Regulations of Chapter 3 Zoning of Article IX of the Lakewood Municipal Code, Subsection 9341.J.6, regarding automobile washing is hereby deleted.

SECTION 5. Section 9347. Uses Permitted of Part 4a C-3 (Intermediate Commercial) Zone Regulations of Chapter 3 Zoning of Article IX of the Lakewood Municipal Code, Subsection 9347.D.11, is amended to read as follows:

D. USES PERMITTED SUBJECT TO CONDITIONAL USE PERMIT. The following uses are permitted provided that in each instance a conditional use permit has been obtained and continues in full force and effect:

...

11. Commercial Carwash. Any commercial carwash that was approved with a conditional use permit prior to and that was valid on the effective date of this Ordinance, shall remain as a fully authorized land use. A valid previously approved carwash shall not be subject to Part 9 of Article IX of the Lakewood Municipal Code, commencing with Section 9390, relating to Nonconforming Buildings and Uses. A valid previously approved carwash shall be allowed to submit amendments to the approved conditional use permit to modify the previously approved carwash, subject to the review and discretion of the Planning and Environment Commission. The review of any proposed revised design shall consider and mitigate any identified impacts to adjacent properties, including those from noise, light, glare, vibration, parking, circulation and appropriate stacking distance for access lanes.

No new carwash facility offering hand and/or mechanical washing shall be approved in the C-3 zone at any time following the effective date of this section. This prohibition includes any self-serve or full-service commercial washing, detailing, waxing, or cleaning of vehicles.

SECTION 6. Section 9350. Uses Permitted of Part 5 C-4 (General Commercial) Zone Regulations of Chapter 3 Zoning of Article IX of the Lakewood Municipal Code is amended by adding Subsection 9350.B.13, to read as follows:

B. USES PERMITTED SUBJECT TO CONDITIONAL USE PERMIT. The following uses are permitted provided that in each instance a conditional use permit has been obtained and continues in full force and effect:

...

13. Commercial Carwash. Any self-service or full-service permanent facility offering hand and/or mechanical car washing, which includes detailing, waxing, and/or cleaning of vehicles. Carwash facilities may include outdoor vacuums, vacuum stations, and other outdoor equipment and activities normally associated with a carwash. Other activities and uses may co-locate with a carwash as deemed acceptable by the Planning and Environment Commission. The review of any proposed design shall consider and mitigate any identified impacts to adjacent properties, including those from noise, light, glare, vibration, parking, circulation and appropriate stacking distance for access lanes.

Any commercial carwash that was approved with a conditional use permit prior to and that was valid on the effective date of this Ordinance shall remain as a fully authorized land use. Any proposed modification to such a previously approved carwash shall be subject to the provisions listed in Subsection 9347.D.11.

SECTION 7. Section 9490. E.2. of Part 19, Chapter 3 of Article IX of the Lakewood Municipal Code regarding Off-street Parking Requirements is added to read as follows:

...

E.2 Commercial Carwash. A commercial carwash shall provide parking spaces as follows:

1. A minimum of three (3) parking spaces shall be provided for a self-serve carwash, which is a carwash where the customer stays in the vehicle during a mechanical wash.
2. A minimum of ten (10) spaces shall be provided for a full-serve carwash, which is a carwash where the employees either wash, vacuum and/or hand dry the vehicle. This requirement applies to carwash facilities that offer a combination of both self-serve and full-serve carwash services.
3. One (1) space for each employee on the largest shift.
4. One (1) space for each 250 square feet of gross floor area devoted to office and/or retail land uses
5. Vacuum and detailing stations shall not be counted or used in any manner to satisfy these parking requirements.

SECTION 8. CEQA. This Ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) which is the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. CEQA does not apply where it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment. This Ordinance has no impact on the physical environment as it will only modify administrative procedures and not result in any changes to the physical environment.

SECTION 9. SEVERABILITY. If any section, subsection, subdivision, sentence, clause, phrase or portion of this Ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 10. CONTINUITY. To the extent the provisions of the Lakewood Municipal Code as amended by this Ordinance are substantially the same as the provisions of that Code as they read immediately prior to the adoption of this Ordinance, then those provisions shall be construed as continuations of the earlier provisions and not as new enactments.

SECTION 11. CERTIFICATION. The City Clerk shall certify to the adoption of this Ordinance and shall post a certified copy of this Ordinance, including the vote for and against same, in the Office of the City Clerk, in accordance with Government Code Section 36933. 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 the ordinance within 15 days after its passage to be posted in at least three (3) public places within the City as established by Ordinance.

SECTION 12. EFFECTIVE DATE. This Ordinance shall be posted or published as required by law and shall take effect thirty (30) days after its adoption.

APPROVED AND ADOPTED this _____ day of _____, 2018, by the following roll call vote:

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

Mayor

ATTEST:

City Clerk

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

ORDINANCE NO. 2018-7

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD AMENDING ARTICLE VI AND IX OF THE LAKEWOOD MUNICIPAL CODE PERTAINING TO STANDARDS FOR SHORT-TERM RENTALS OF RESIDENTIAL PROPERTIES AND REQUIRING A BUSINESS LICENSE AND TRANSIENT OCCUPANCY TAX FOR SUCH SHORT-TERM RENTALS.

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

SECTION 1. PURPOSE. The purpose of this ordinance is to create regulations that ban short-term whole home rentals for less than thirty (30) days and to continue to allow long-term whole home rentals for thirty (30) days or more. Furthermore, the ordinance will allow both the short-term home-share rentals of individual rooms for less than thirty (30) days within existing owner-occupied dwelling units, located within any residential zoning district and to continue to allow long-term rental of home-share rooms. All dwelling units used for home-share rentals shall be in full compliance with all adopted building codes and all provisions of the Lakewood Municipal Code. Furthermore, it is the purpose of this ordinance to create a system by which a business license and Transient Occupancy Tax is required and collected for such short-term home-share rentals.

SECTION 2. Chapter 9 of Title VI of the Lakewood Municipal Code, regarding Transient Occupancy Taxes is amended to read as follows:

CHAPTER 9 TRANSIENT OCCUPANCY TAXES

6901. TITLE. This Chapter shall be known as the Uniform Occupancy Tax Ordinance of the City of Lakewood.

6902. DEFINITIONS. Except where the context otherwise requires, the definitions given in this section govern the construction of this Chapter:

A. PERSON. "Person" means any individual, firm, partnership, joint venture, association, social club, fraternal organization, joint stock company, corporation, estate, trust, business trust, receiver, trustee, syndicate, or any other group or combination acting as a unit.

B. HOTEL. "Hotel" means any structure, or any portion of any structure, which is occupied or intended or designed for occupancy by transients for dwelling, lodging or sleeping purposes, and includes any hotel, inn, tourist home or house, motel, studio hotel, bachelor hotel, lodging house, rooming house, apartment house, dormitory, public or private club, or other similar structures or portion thereof providing lodging.

C. OCCUPANCY. "Occupancy" means the use or possession, or the right to the use or possession of any room or rooms or portion thereof, in any hotel or home-share rental for dwelling, lodging or sleeping purposes.

D. TRANSIENT. "Transient" means any person who exercises occupancy or is entitled to occupancy by reason of concession, permit, right of access, license or other agreement for a period of time less than thirty (30) consecutive calendar days, counting portions of calendar days as full days. Any such person so occupying space in a hotel or home-share rental shall be deemed to be a transient until the period of thirty (30) days has expired, unless there is an agreement in writing between the operator and the occupant providing for a longer period of occupancy.

E. RENT. "Rent" means the consideration charged, whether or not received, for the occupancy of space in a hotel or home-share rental valued in money, whether to be received in money, goods, labor or otherwise, including all receipts, cash, credits and property and services of any kind or nature, without any deduction therefrom whatsoever.

F. OPERATOR. "Operator" means the person who is proprietor of the hotel or the property owner of an owner-occupied dwelling unit with a home-share rental, whether in the capacity of owner, lessee, sublessee, mortgagee in possession, licensee, or any other capacity. Where the operator performs his functions through a managing agent of any type or character other than an employee, the managing agent shall also be deemed an operator for the purpose of this ordinance and shall have the same duties and liabilities as his principal. Compliance with the provisions of this Chapter by either the principal or the managing agent shall, however, be considered to be compliance by both.

G. TAX ADMINISTRATOR. "Tax Administrator" means the Director of Finance.

H. WHOLE HOME RENTAL. "Whole Home Rental" means the rental, host, lease, or use of an entire residential dwelling unit.

I. HOME-SHARE RENTAL. "Home-Share Rental" means the rental of one or more rooms within an owner-occupied residential dwelling unit. The residential dwelling unit owner rents, leases, or hosts any individual or individuals in their privately-owned dwelling unit, for compensation,

6903. TAX IMPOSED. For the privilege of occupancy in any hotel or home-share rental (short-term), each transient is subject to and shall pay a tax in the amount of a percentage of the rent charged by the operation at the rate of eight percent (8%). The tax constitutes a debt owed by the transient to the City of Lakewood on retail sales. The tax constitutes a debt owed by the transient to the City which is extinguished only by payment to the operator or to the City. The transient shall pay the tax to the operator of the hotel or home-share rental (short-term) at the time the rent is paid. If the rent is paid in installments, a proportionate share of the tax shall be paid with each installment. The unpaid tax shall be due upon the transient's ceasing to occupy space in the hotel or home-share rental (short-term). If for any reason the tax due is not paid to the operator of the hotel, the Tax Administrator may require that such tax shall be paid directly to the Tax Administrator.

6904. EXEMPTIONS. No tax shall be imposed upon:

- A. Any person as to whom, or any occupancy as to which, it is beyond the power of the City to impose the tax herein provided.
- B. Any officer or employee of a foreign government, who is exempt by reason of express provision of federal law or international treaty.
- C. No exemption shall be granted except upon a claim therefor made at the time rent is collected and under penalty of perjury upon a form prescribed by the Tax Administrator.

6905. OPERATOR'S DUTIES. Each operator shall collect the tax imposed by this Chapter to the same extent and at the same time as the rent is collected from every transient. The amount of tax shall be separately stated from the amount of the rent charged, and each transient shall receive a receipt for payment from the operator. No operator of a hotel or home-share rental (short-term) shall advertise or state in any manner, whether directly or indirectly, that the tax or any part thereof will be assumed or absorbed by the operator, or that it will not be added to the rent, or that, if added, any part will be refunded except in the manner hereinafter provided.

6906. REGISTRATION. Within thirty (30) days after the effective date of the ordinance adopting this Chapter, or within thirty (30) days after commencing business, whichever is later, each operator of any hotel or home-share rental (short-term) renting occupancy to transients shall register the hotel or home-share rental (short-term) with the Tax Administrator and obtain from them a "Transient Occupancy Registration Certificate" to be at all times posted in a conspicuous place on the premises. The certificate shall, among other things, state the following:

- A. The name of the operator;
- B. The address of the hotel or home-share rental (short-term);
- C. The date upon which the certificate was issued.
- D. "This Transient Occupancy Registration Certificate signifies that the person named on the face hereof has fulfilled the requirements of the Uniform Transient Occupancy Tax Ordinance by registering with the Tax Administrator for the purpose of collecting from transients the Transient Occupancy Tax and remitting the tax to the Tax Administrator. This certificate does not authorize any person to conduct any unlawful business or to conduct any lawful business in an unlawful manner, nor to operate a hotel or home-share rental (short-term) without strictly complying with all local applicable laws, including the zoning laws and including, but not limited to, those requiring a permit from any board, commission, department or office of this City. This certificate does not constitute a permit."

...

6915. GUEST REGISTRATION.

- A. Every operator, manager or person in control of any hotel or home-share rental (short-term) in the City shall keep a register for the registration of transient guests. The guest register shall at all times be open and subject to reasonable inspection by City officials or by any law enforcement officer in the City.

B. GUESTS MUST REGISTER. No operator, manager or person in control of any hotel or home-share rental (short-term), in the City shall let or assign for temporary or transient occupancy any suite, room or bed in that hotel or home-share rental (short-term), to any person until after such person has registered their name and address in the register herein provided to be kept, and thereafter such register shall be made to show correctly the year, month, day and hour of the arrival of such person at the hotel or home-share rental (short-term) and the number of the suite or room let or assigned to such guest; and such person in control of such hotel or home-share rental (short-term) or the letting of any suite, room or bed therein shall at the time of the departure of each guest, endorse upon such register the date of such departure, nor shall any person erase or alter any name or address written in such register.

1. REGISTRATION INFORMATION REQUIRED. The operator of any hotel or home-share rental (short-term) shall keep a register, on forms approved by or supplied by the City, of the names and home or business addresses of all persons to be accommodated with the length of stay indicated. At the time of registration, the operator or their employee shall verify the identification of the registrant by requesting to see, and copying onto the registration form any of the following from the registrant and issued in the registrant's name: a valid driver's license number, a valid state-issued identification number, a valid military identification, a valid passport number and country of issuance, a valid credit card number, and/or a credit card verification of a credit card issued in the registrant's name. The operator or their employee must also include on the registration forms, where applicable, the make, type and license number of the registrant's automobile, trailer or other vehicle, and the state in which such vehicle is registered and the year of registration, for any vehicle that is parked on the premises. Hotels or home shares that can demonstrate that they take sufficient reasonable steps to control access to and from parking areas on the premises shall not be required to include this information on registration forms. Such sufficient reasonable steps to control access to and from parking areas shall include, but not be limited to, valet parking, automated access gates, and parking attendants.

2. PRE-ARRIVAL REGISTRATION. In the event that the hotel or home-share rental (short-term) utilizes a pre-arrival registration or approval procedure that obviates the requirement for an arriving guest to go to the front desk and provide information typically required as part of the hotel's customary registration process, the hotel or home-share rental (short-term) shall not be required to comply with subsection C of this section; provided, however, that the hotel's or home-share rental (short-term) pre-arrival registration or approval procedure must be submitted to and approved by the City Manager or their designee, and the facility must obtain such guest-related information of the type specified in subsection C as the City Manager or their designee might reasonably require.

3. ILLEGAL REGISTRATION. No person shall register at any hotel or home-share rental (short-term) in the City, under the name of any other person, or by any

assumed, false or fictitious name. No person placing any information required by this section shall falsely or inaccurately state such information.

SECTION 3. Subsection 6527.2.E of Title VI of the Lakewood Municipal Code, regarding tax rates for rentals is amended to read as follows:

E. RENTALS. Any person conducting, managing or carrying on the business consisting mainly of leasing or renting of: 1) one or more rooms within a home-share rental (short-term); 2) apartment units, 3) business rentals; or 4) rooms or suites in any apartment house, multiple dwelling, office building, guest or boarding home, hotel or motel will be classified in this category and shall pay the following business tax:

1. Hotels, Motels and Home-Share Rentals (short-term only)

Up to 8 rooms or units	\$40.00 (a)
Each additional room or unit	\$ 3.50 (a)
 2. Boarding House, Rooming Houses, Multiple Dwellings, and Business Rentals

Up to 4 rooms or units	\$ 33.00 (a)
Each additional room or unit	\$ 3.50 (a)
 3. Trailer Parks, Mobile Homes, Mobile Home Parks

Up to 10 spaces	\$ 67.00 (a)
Each additional space	\$ 5.00 (a)
Maximum Tax	\$ 670.00 (a)
- (Note: (a) means annually each fiscal year.)

SECTION 4. Subsection 9320.F of Title IX of the Lakewood Municipal Code, regarding uses allowed in the Single-Family Residential Zone District is amended to read as follows:

...

F. RENTALS.

1. LONG-TERM RENTAL (30 days or more).
 - (a) Whole Home Rental. An entire dwelling unit may only be rented for periods of time that are thirty (30) days or more.
 - (b) Accessory Dwelling Unit (ADU) Rental. An Accessory Dwelling Unit may only be rented for periods of time that are thirty (30) days or more and either the primary dwelling unit or the ADU shall be occupied by the property owner.
 - (c) Home-Share Rental (long-term). The renting of not more than two rooms to not more than two roomers, or the providing of table board to not more than two boarders or both, in a single-family residence may only be rented for periods of time that are thirty (30) days or more.
2. SHORT-TERM RENTAL (less than 30 days).
 - (a) Home-Share Rental (short-term). These rentals are allowed for periods of time less than thirty (30) consecutive calendar days and for no more than a collective maximum total of ninety (90) rental days and/or nights in any calendar year, subject to the following:
 - 1) The dwelling unit shall be owner occupied.

- 2) The dwelling unit shall fully comply with all building codes and all provisions of the Lakewood Municipal Code.
- 3) Parking for all guest vehicles shall be provide on-site. There shall be no guest vehicles parked on the public right-of-way. In the case of multiple room rentals to separate parties, one parking space per rented room shall be provided.

SECTION 5. Subsection 9326. E. of Title IX of the Lakewood Municipal Code, regarding uses allowed in the RA (Single-Family Residential – Limited Agricultural) zone is amended to read as follows:

E. Rentals. As specified in Subsection 9320.F of this Title.

SECTION 6. Subsection 9328.1.L. of Title IX of the Lakewood Municipal Code, regarding uses allowed in the MHP (Mobilehome Park) zone is added to read as follows:

L. Rentals. As specified in Subsection 9320.F of this Title.

SECTION 7. Subsection 9331.H. of Title IX of the Lakewood Municipal Code, regarding uses allowed in the M-F-R (Multiple-Family Residential) zone is added to read as follows:

H. Rentals. As specified in Subsection 9320.F of this Title.

SECTION 8. CEQA. This ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) which is the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment and CEQA does not apply where it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment. This ordinance has no impact on the physical environment as it will only modify administrative procedures and not result in any changes to the physical environment.

SECTION 9. SEVERABILITY. If any section, subsection, subdivision, paragraph, sentence, clause, phrase or portion of this ordinance or its application to any person or circumstance, is for any reason held to be invalid, unenforceable or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance or its application to any other person or circumstance. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraph, sentences, clauses, phrases, or portions thereof be declared invalid, unenforceable or unconstitutional.

SECTION 10. CONTINUITY. To the extent the provisions of the Lakewood Municipal Code as amended by this ordinance are substantially the same as the provisions of that Code as they read immediately prior to the adoption of this ordinance, then those provisions shall be construed as continuations of the earlier provisions and not as new enactments.

SECTION 11. CERTIFICATION. The City Clerk shall certify to the adoption of this ordinance and shall post a certified copy of this ordinance, including the vote for and against same, in the Office of the City Clerk, in accordance with Government Code Section 36933. 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 the ordinance within 15 days after its passage to be posted in at least three (3) public places within the City as established by ordinance.

SECTION 12. EFFECTIVE DATE. This Ordinance shall be posted or published as required by law and shall take effect thirty (30) days after its adoption.

APPROVED AND ADOPTED this _____ day of _____, 2018, by the following roll call vote:

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

Mayor

ATTEST:

City Clerk

DIVIDER SHEET

ORDINANCE NO. 2018-8

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
LAKEWOOD AMENDING THE MUNICIPAL CODE
PERTAINING TO COMPENSATION OF MEMBERS OF THE
CITY COUNCIL

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

SECTION 1. Section 2300.1 of Chapter 3 of Article II of the Lakewood Municipal Code pertaining to the compensation of members of the City Council is hereby amended to read as follows:

"2300.1. Same. Compensation for Services. City Council Members shall be compensated for their services to the City in the sum of \$1,649.00 per month each, which shall be a charge against the City and payable as other salaries on the first day of the month following the effective date of the ordinance adopting this section, and thereafter payable on the first day of each and every month during said term of office."

SECTION 2. In adopting this Ordinance, the City Council makes the following findings:

1. The operative date of the last adjustment of the compensation of members of the City Council was March, 2005, and no adjustment has been made since that date.
2. Pursuant to Section 36516(c) of the Government Code of the State of California, compensation may be increased by an amount not to exceed five percent (5%) for each calendar year from said operative date which results in compensation in the sum of \$1,649 for the calendar year 2020.

SECTION 3. Pursuant to Section 36516.5 of the Government Code of the State of California, the change in compensation herein specified from \$1,513 per month to \$1,649 per month shall not be operative, and said compensation of \$1,649 per month for each Council Member shall not commence unless and until one or more members of the City Council become eligible for this salary increase by virtue of beginning a new term of office following the adoption of this Ordinance. Until this Ordinance becomes operative, the existing compensation set by Section 2300.1 of the Lakewood Municipal Code by Ordinance No. 2005-7 shall remain at \$1,513 per month. On the first day of the month following the operative date of this Ordinance, the compensation of each member of the City Council shall be \$1,649 and shall be paid on the first day of each and every month thereafter during said term of office, until said Ordinance is otherwise amended.

SECTION 4. 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. This ordinance shall take effect thirty (30) days after its adoption.

ADOPTED AND APPROVED this 9th day of October, 2018, by the following roll call vote:

	Ayes	Nays	Absent
Council Member Piazza	_____	_____	_____
Council Member Dubois	_____	_____	_____
Council Member Wood	_____	_____	_____
Vice Mayor Rogers	_____	_____	_____
Mayor Croft	_____	_____	_____

Mayor

ATTEST:

City Clerk

I, JO MAYBERRY, do hereby certify that I am the duly appointed and acting City Clerk of the City of Lakewood, and the foregoing ordinance was adopted and approved by the City Council of the City of Lakewood voting for and against the ordinance as above set forth at a regular meeting thereof on the 9th day of October, 2018.

City Clerk

CODING: Words in ~~struck through~~ type are deletions from existing law; words in underscore type are additions.

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

Reports

COUNCIL AGENDA

October 9, 2018

TO: The Honorable Mayor and City Council

SUBJECT: TGIS Catered Events at Monte Verde Park

INTRODUCTION

Since the renovation of Monte Verde Park in 2001, the park has served as a premiere event space for the City of Lakewood and Lakewood residents. The facility's welcoming Craftsman-style cabin and the lush turf and landscape, with native flora, attract a variety of events, including weddings, anniversary parties, bridal and baby showers, as well as executive presentations and meetings.

Thank Goodness It's Sofia (TGIS) has been the exclusive caterer at The Centre since July 2011 and has provided outstanding service to clients at The Centre, while maintaining a positive relationship with the city.

STATEMENT OF FACTS

At the Park Development Committee meeting, held July 20, 2018, staff provided a report regarding provision of Monte Verde Park for limited and advanced reservations for catered events by TGIS. Having heard the presentation from staff, the Park Development Committee directed staff to enter into discussions with TGIS, on a mutually beneficial contract agreement, for limited and advanced reservation use of Monte Verde Park for privately catered events.

Over the last three years, TGIS has been in discussion with staff about extending their use of The Centre to create an outdoor event space to offer clients. Staff researched several ideas, which were presented at a January 2018 Park Development Committee meeting. While some ideas had significant upsides, costs were prohibitive, even in collaboration, for both the city and TGIS.

As stated in the introduction, Monte Verde Park is an event space at which many meaningful events are held, due to the facility's ambiance, beauty, and exclusivity. Unlike all other Lakewood parks, the entire facility is made available only to invited guests when reserved.

Monte Verde is a moderately sized facility. Due to the size of the cabin and patio areas, parties are limited to a maximum of 120 guests. In regards to bookings at the facility, the location of the park—tucked away in a residential tract—makes the parking lot and overflow influences a factor staff fully realizes. Currently, there are 72 parking stalls within the lot. This allotment is substantial enough, even for an event with 120 attendees, which usually sees a sampling of families, and other carpools, to eliminate additional parking impacts to the residents in the vicinity.

Per discussions regarding use of Monte Verde Park by TGIS, the city would grant TGIS permission to serve alcoholic beverages under their existing Alcoholic Beverage Control (ABC) license. TGIS would adhere to ABC licensing regulations, including training and monitoring of bartenders and other service staff. TGIS will work diligently, as they have proven at The Centre, to maintain their compliance as related to their licensing. The fenced-in perimeter of Monte Verde further contributes to their ability to maintain operational control serving alcohol.

Although Lakewood Municipal Code, Section 4500 prohibits alcohol consumption on city parks, LMC. 4506 provides an exception to allow alcohol sales and consumption by authorization of the Director of Recreation and Community Services (RCS).

A preliminary plan has been discussed and agreed to, in principle, amongst city staff and TGIS which would allow TGIS limited advanced reservation rights for Monte Verde Park according to the following model. TGIS would:

1. For a period up to 18 months in advance, be deemed exclusive reservation rights for Monte Verde Park on the first and third Saturday, the second and fourth Sunday, and all Fridays of each month, with the exception of City or City-sponsored event.
2. Have exclusive catering rights for events reserved through their catering office.
3. Be allowed to serve alcohol at TGIS catered events.
4. Cease to have exclusive reservation rights for Monte Verde Park for events beginning seven (7) months in advance of an event.
5. Pay to the City of Lakewood twenty percent (20%) of gross sales of alcoholic beverages, gross sales of food and non-alcoholic beverages, and gross fees for any room use fee, set up fee and all other products or services.

The proposed reservation calendar retains ample opportunity for residents to reserve the facility within normal operating conditions (i.e. six months in advance of the desired permit date). Additionally, if TGIS has not confirmed a reservation within the advance reservation timeframe, the RCS Department will offer these dates to residents according to availability.

Lastly, the City of Lakewood will realize financial benefit from the agreement. Currently, Lakewood residents are charged a flat rate of \$35 per hour for use of the facility, with no other opportunities for revenue. Under the proposed model, it is anticipated that with the percentage of food, alcohol, and other services - paid at 20% to the city - catered events by TGIS will outperform the current rental model.

SUMMARY

Entry into an agreement with TGIS will provide catering and concession services to residents and create an outdoor event venue for the city's long-standing and reputable concessionaire at no additional expense to the city.

RECOMMENDATION

Upon approval of the City Attorney as to form, it is staff's recommendation that the City Council authorize the Mayor to sign an Agreement with TGIS for Catering and Concession Services at Monte Verde Park.



Valarie Frost, Director
Recreation and Community Services



Thaddeus McCormack
City Manager

AGREEMENT
CITY OF LAKEWOOD
CATERED EVENTS AT MONTE VERDE PARK WITH
TGIS CATERING SERVICES, INC.

THIS AGREEMENT, made and entered into this 9th day of October, 2018 by and between the CITY OF LAKEWOOD, a municipal corporation, (the "City") and THANK GOODNESS IT'S SOFIA (TGIS) CATERING SERVICES, INC. (Concessionaire").

WITNESSETH:

WHEREAS, the City, is in need of a concessionaire to provide food and beverage services at Monte Verde Park:

NOW, THEREFORE, the parties heretofore and in consideration of the mutual covenants and promises herein contained, do mutually agree, one with the other as follows:

1. **Term.** The term of this Agreement shall be two (2) years, commencing at 12:01 A.M. on the 9th day of October, 2018 and expiring on the 8th day of October, 2020.

2. **Concession.** Except as otherwise provided herein, the City grants to Concessionaire the following:

A. The exclusive right and privilege to provide catering and concession services in the Lakewood community facility known as Monte Verde Park, on those days of the calendar year as described in section 8, and in those areas thereof designated as Concession Area on Exhibit "A," attached hereto and made a part hereof as though set forth in full.

B. "Concession Services" as used in this Agreement are limited to private functions for profit consisting of weddings, wedding receptions and other private uses for profit as approved by the City in writing. "Private" as used herein means those uses by individual persons, businesses or organizations where the general public is excluded from attendance except where otherwise authorized by the City in writing. "Profit" as used herein means those concession services that are booked, provided or serviced by the Concessionaire for a profit as provided for and subject to the terms and provisions of this Agreement.

C. "Catering Services" as used in this Agreement is defined and limited to the booking, providing, delivery, and servicing at Monte Verde Park of food, beverages, beer, wine and liquor subject to ABC approval along with furnishings and equipment, owned by the Concessionaire, where the foregoing are booked or prepared, and delivered from, or stored, or maintained, or originate from the TGIS business office, located at The Centre, 5000 Clark Avenue, Lakewood.

3. **Monte Verde Park.** Concessionaire acknowledges that Monte Verde Park is a public facility owned, maintained and operated by the City, for public use and purposes

and that the facility was designed primarily as a multi-use governmental and recreational facility. Concessionaire further acknowledges that the City, in the design and development of Monte Verde Park, intended to establish thereon and intends to maintain thereon a facility open to public use for meetings, conferences, banquets, entertainment, music and cultural purposes, as well as educational and recreational uses and City business. Notwithstanding any exclusive catering and concession rights and privileges given to Concessionaire at Monte Verde Park, pursuant to the terms and provisions of this agreement, said rights and privileges are subordinate to the public use of Monte Verde Park. City agrees that Concessionaire has the exclusive right to the use of the facility and that it will not enter into any contract, agreement, engagement, permit, license or authorization with anyone else to use the facility for catering or concession services as heretofore defined.

4. **Scope of Services Provided By Concessionaire.**

A. It is the City's clear and specific intent that the Concessionaire provide the full range of services contemplated in the Agreement. Concentration by the Concessionaire in one area of service, to the detriment or exclusion of another, will not be acceptable. In summary, the Concessionaire must be prepared to provide excellent products and services in keeping with the City's reputation and high level of service to the public. This concession has been granted to Concessionaire based upon Concessionaire's general reputation in the community for excellent service. All persons serving Concessionaire in connection with this Agreement shall be under the control and jurisdiction of the Concessionaire unless authorized otherwise by the City in writing.

B. Concessionaire shall supply and have ready for sale all products in sufficient quantity and shall maintain adequate personnel and equipment for the efficient service of its customers at all times, and shall operate at such hours of day and night as required.

C. Concessionaire shall employ its best judgment, efforts, and abilities in a manner calculated to produce the maximum practical volume of sales and transactions obtainable. The City acknowledges and fully understands the business and profit motive which is the basis for the Concessionaire's operation. The City must nonetheless ensure that the levels of service, and the charges associated therewith, are adequate and reasonable and meet the requirements of the patrons, events and activities of the premises. The City reserves the general right to reasonably determine the levels of service to be provided.

D. Concessionaire shall work with the City to maintain a strong marketing program to promote and advertise Monte Verde Park and the catering services therein, in an effort to increase customers and sales. At least once every six (6) months, the City and Concessionaire shall meet to review the marketing program to discuss changes and improvements to the program, if needed. The City shall have the right to approve actual marketing items, costs and content prior to distribution.

E. Concessionaire shall provide all personnel, material and equipment necessary to carry out the terms and provisions of the contract that are not provided by City.

5. **Scope of Services Provided by City.**

A. During the term of this Agreement, the City shall provide and maintain, for the use of the Concessionaire as well as its own use, all of the tables, carts, stacking chairs, dollies and hand trucks, as well as other equipment necessary to maintain, stack, store and make available the banquet stacking chairs now on the premises. During the term of this agreement, the City shall also provide for the following at Monte Verde Park: natural gas, water, electricity, refuse removal, custodial and building maintenance and pest control.

6. **Quality of Products and Services.** In the course of discharging its responsibilities under the terms of this Agreement, Concessionaire shall, at all times, ensure maintenance of the highest standards of quality in both the products offered for sale and in the services provided.

A. Concessionaire shall offer for sale only foods, non-alcoholic and alcoholic beverages of such quality as judged reasonably acceptable by City. All products shall be appealing in appearance. City shall have the right, at all times when employees or representatives of Concessionaire are present, and whether the concession premises are in operation or not, to inspect products to be sold by Concessionaire, and approve or reject them if they do not meet the requirements of the contract. In the event the City should reject any product, it shall be immediately removed from the premises.

B. Concessionaire shall furnish prompt, courteous, efficient, inoffensive, and quality service to meet the reasonable demands of the City, and the public and patrons. Concessionaire shall furnish all authorized and/or required services on a fair, equal and nondiscriminatory basis to all patrons. Concessionaire shall not discriminate against anyone because of race, religion, color, sex, age, and national origin or by reason of physical handicap.

C. Concessionaire shall control and be held responsible for the conduct, demeanor and appearance of its officers, agents, employees, and representatives, guests, contractors and others while doing business in, about or adjacent to the premises. Upon reasonable objection from City concerning the conduct, demeanor or appearance of these persons, Concessionaire shall immediately take all actions necessary to remove the cause of the objection.

D. Concessionaire shall conduct its business on the premises in an orderly, cooperative, and proper manner so as not to annoy, disturb, disrupt, offend, or otherwise interfere with the ongoing operation of the premises and/or its personnel and patrons.

7. **Pricing of Products and Services.** Monte Verde Park will serve an extremely divergent range of patrons in a highly competitive market. The imposition of a non-competitive price structure for products and services would be detrimental to the City, to its reputation, to the potential for future bookings, and ultimately, to the Concessionaire. Therefore, the pricing of the products and services provided by the Concessionaire is of considerable importance to the City.

A. Because of the importance of competitive pricing, Concessionaire agrees to price all food, beverages, goods and services at a rate comparable to the prices of said products and services at other competing banquet and meeting facilities in Los Angeles and Orange Counties. Concessionaire shall provide for the consideration and selection of patrons, a wide range of standard menu items and pricing. All such menus and price lists shall be submitted to the City in writing, for City's approval, which shall not be withheld unreasonably. City shall have ten days to object to any prices proposed by Concessionaire, or said prices shall be deemed approved. In addition, said menus and price lists shall be printed by the Concessionaire at Concessionaire's own expense and made available to prospective patrons of the Monte Verde Park facility. City intends that the aforementioned standard menu items be considered as the minimum food and beverage items offered by the Concessionaire. It is not intended to be an all-inclusive listing. The Concessionaire is expected to explore the feasibility and appropriateness of offering additional items, during the term of the Agreement and to plan, promote and conduct special events and activities featuring entertainment, decorations, and food and beverage service.

B. Concessionaire shall provide a discount of ten (10) percent from its regular menu prices for food purchases by bona fide Lakewood nonprofit community groups. The Concessionaire will refer to the current listing of bona fide Lakewood community groups which will be provided and maintained by the City.

8. **Booking Policies and Use Priorities.**

A. When not in use for City sponsored events, Monte Verde Park facilities, as hereinafter described, are available to the Concessionaire for food and beverage bookings. Concessionaire may not book any event more than eighteen (18) months in advance without prior written approval of the City. Concessionaire will be granted advanced reservation of the facility for the first and third Saturday and the second and fourth Sunday of each month and all Fridays, except for City or City-sponsored events scheduled for the benefit of the public. If, at seven (7) months prior to a date, the facility has not been booked, Concessionaire will relinquish date back to the City for general reservations. Dates relinquished to the City may be booked, upon request by Concessionaire, at the City's discretion.

B. All scheduled catered uses, of any Concession Area shall be entered in records maintained by Concessionaire and retained in the possession of the Concessionaire

during the term of this Agreement. Said records shall be available for City inspection at any time during Concessionaire's regular office hours.

10. **Management.**

A. The City Manager or his authorized representative shall represent the City in the administration of any City functions required hereunder and in the supervision of the performance of this Agreement by the Concessionaire. The term "City Manager," as used in this Agreement, shall include and mean his authorized representative. The City Council hereby authorizes the City Manager, and the Concessionaire does hereby acknowledge and agree to comply therewith, the power and authority to prepare in writing and to deliver in writing the Concessionaire Rules and Regulations pertaining to the use of Monte Verde Park not inconsistent with the terms and provisions of this Agreement. Any rule and regulation adopted by the City Manager may be amended or revoked by the City Council at any time and the City Council may, from time to time, adopt additional rules and regulations pertaining to the use and operation of the concession. No rule or regulation shall be enforceable which is inconsistent or contrary to the provisions of this Agreement, and no regulation shall be adopted or be enforceable unless the same relates to the use and operation of the concession and covers a matter not specifically covered under the Agreement. All such rules and regulations shall be reasonably necessary in order to protect the public health, safety and welfare. All such rules and regulations shall be in writing and delivered to the Concessionaire at least ten (10) days in advance of the effective date of said rule or regulation. The Concessionaire shall be bound by such rule and regulation, unless the Concessionaire within said ten (10) days appeals the matter to the City Council for consideration. The decision of the City Council shall be in conformity with the terms and provisions of this Section and shall be final.

B. Concessionaire shall maintain an office in The Centre, at the place provided by the City, which shall be open to the public and staffed by at least one employee with the general intention that the office be opened and staffed during the general operating hours of The Centre. The specific schedule will be modified from time to time in cooperation with City staff. In addition, a Concessionaire management staff designee shall be in the concession site during all times a catering or concession activity is in operation. Sofia Riley, President shall be responsible for all functions assigned to the management staff herein. The management staff shall be fully acquainted with Concessionaire's operations and contract obligations and shall be authorized by the Concessionaire to act on its behalf and to fulfill all contractual and other obligations in the day-by-day operation of the concession.

11. **Cash Deposit.** Concessionaire shall maintain a deposit with the Administrative Services Department in the sum of Twenty Five Thousand Dollars (\$25,000.00) as security for payments owed City pursuant to Section 14 of this Agreement and for the refund of any advance payment received by the Concessionaire from any customer or person for

catering or concession services. Said deposit shall be made on the effective date of this agreement. Said deposit shall be maintained and subject to the following:

A. The City agrees to deposit said funds in the City's Trust Fund as Concessionaire Customer Deposit Account. The City agrees to credit to this account the City's yield on its investment portfolio each calendar year quarter or such shorter period as the parties may agree and to pay to Concessionaire within thirty (30) days after the end of each quarter or such shorter period the interest earned on said account. If the Concession Agreement should terminate prior to the end of any quarter, the interest shall be prorated to the date of termination.

B. Upon notice of the failure of Concessionaire to provide to any such customer or person any such food, facility or service as required by agreement between Concessionaire and said customer or person who has made a deposit for said service, the City shall advise Concessionaire in writing that it will, within five (5) days of delivery of said written notice to the Concessionaire, withdraw from said fund and pay to said customer or person the amount of money set forth in said notice not exceeding the total of said advance payment or deposit. Said notice in addition shall set forth the name and address of the customer or person entitled to said refund, the date that the payment will be made, and the reason for the refund. In refunding any money pursuant to this Section, the City shall exercise reasonable discretion. City agrees that it does not have the right to act on behalf of the Concessionaire to resolve disputes. If the Concessionaire has a dispute with a client, Concessionaire will be allowed to resolve said disputes utilizing proper legal remedies as provided for in its contract with said customers.

C. Concessionaire shall monthly report to the Director of Recreation and Community Services all advance deposits and payments received by it from any customer for which concession or catering services are due and owing. Said list shall contain the name and address of the customer or person to whom refund is to be made, a brief description of the services or facilities to be provided and the date the same are to be performed.

D. The City at its own expense shall have the right to audit its books and records upon twenty-four (24) hours notice during regular office hours to determine the status and amount of all advance payments or deposits received by the Concessionaire from any person or customer.

E. Concessionaire agrees to maintain said cash deposit with a balance of not less nor more than Twenty-Five Thousand Dollars (\$25,000.00) and to replenish said fund to so maintain said balance within fifteen (15) days of written notice from the City.

F. Within thirty (30) days after the termination of the Concession Agreement, Concessionaire shall receive from the City in a Cashier's Check the balance of said Twenty-Five Thousand Dollars (\$25,000.00) plus interest to the date of termination remaining after deduction therefrom any payment made by the City to any customer or person in accordance with the terms and provisions of this Agreement, and after deduction therefrom any

amount expended by City to place the Concessionaire Area into the same condition as existed as of the commencement of the term of this Concessionaire's occupancy of the Concessionaire Area. On termination, the Concessionaire will provide satisfactory evidence to the City that all obligations of the Concessionaire to any person or customer from whom Concessionaire has received an advance payment or deposit have been performed or the amount of said payment or deposit has been refunded. In lieu of the foregoing, the Concessionaire may authorize the City to pay from said fund any amount Concessionaire owes to any customer or person for food facilities or services that have not been performed.

G. Said advance deposits with City shall not be used to compensate customers for the forfeiture of any deposits as a consequence of any expressed sales contract provision.

12. **Consideration.** The Concessionaire agrees, in consideration of the exclusive privilege herein granted, to pay to the City for services and products provided, purveyed or prepared at or from the premises, consideration, exclusive of sales tax, service charges, gratuities and other use taxes as may be imposed, at a flat rate of twenty percent (20 %) for A, B, & C below.

A. Gross sales of alcoholic beverages.

B. Gross sales of food and non-alcoholic beverages.

C. Gross fees for any room use fee, set up fee and all other products or services not covered in Section 12, A, B & C.

D. The Concessionaire agrees to collect the Audiovisual Equipment and Services fees and the Audiovisual Processing Fee.

E. The Concessionaire agrees to pay to the City, one hundred percent (100 %) of Audiovisual Equipment and Services. The Audiovisual Processing Fee will be credited back to the Concessionaire in an amount which may change from time to time, subject to the agreement of both parties.

13. **Room Set -Up.**

A. In connection with all events booked by the Concessionaire pursuant to the terms of this Agreement, Concessionaire is responsible to provide all necessary labor for arranging furnishings and "setting up" or "cleaning up" rooms in the Concessionaire Area where there is contracted food, beverage or other services. City reserves the right at any time to provide with its own forces, furniture arrangement or "room set-up" in connection with any City or City- sponsored use of the premises or in connection with any City-approved community, charitable or non-profit use of the premises. City acknowledges that Concessionaire's staff will

not be available on a complimentary basis to set up events that have no food or beverage associated with them.

14. **Calculation and Remittance of Concession Fees.**

A. The determination of gross sales shall be based on the particular item sold and/or service provided or, in certain cases, the method in which such items or services are sold. The City shall have final approval as to the appropriate gross sales category to be utilized in computing the consideration to be paid to it. On request, the City agrees to determine, in advance in writing, the appropriate gross sales category for the Concessionaire's computation of the consideration required to be paid to the City.

B. Concessionaire agrees to pay to City the aforementioned consideration upon sale or delivery and whether products were sold or services or premises provided on cash, credit or other basis.

C. In determining the consideration to be paid to the City, gross sales price of products, services or rental of space charged by the Concessionaire to its customer shall be used, excluding however therefrom all gratuities, service charge, state sales tax and other use taxes paid directly to Concessionaire's employees or to a public agency. Service charge is defined as a fee charged as a percentage of the total food and beverage sales for Section 12 A, B, & C. Gratuity is defined as an optional fee paid at the discretion of the customer. In addition, there shall be excluded from the computation of said consideration charges by the Concessionaire to its customer, where the customer pays the entire amount for the purchase, rental, arrangement or other thing, secured by the Concessionaire on behalf of the customer, of items or services such as, but not limited to, tables, chairs, linen, glassware, silverware, flowers, ice carvings, decorations and/or entertainment. Service charge is approved at twenty percent (20 %). Changes in the service charge must be submitted to the City in writing, for City's approval, which shall not be withheld unreasonably.

D. The consideration payable by the Concessionaire to the City shall be paid on a monthly basis as the same accrues during the term of this Agreement. All payments shall be made not later than the 15th day of the month following the accrual of said consideration and shall be paid directly to the Director of Recreation and Community Services, 5050 Clark Avenue, P.O. Box 158, Lakewood, California, 90714. In event the 15th falls on a nonbusiness day for the City, such payment shall be due the next working day. Should Concessionaire fail to pay the amount due on or before the 15th day of the month following the month said amount accrued, Concessionaire agrees to pay, in addition, interest on the amount due at the rate of twelve percent (12 %) per annum, or the maximum legal rate, whichever is less.

E. If the Concessionaire, during a 12-month period should be late more than three (3) working days in payment of the consideration required in Section 12, Concessionaire shall reimburse the City for the expense of a solvency review should the City so

elect, and, in addition, in such a case, Concessionaire agrees to pay to City a late payment equivalent to one percent (1 %) of the monthly consideration determined due.

F. Concessionaire further authorizes the City to deduct any unpaid monthly consideration payable by Concessionaire to the City under Section 12 from Concessionaire's cash deposit if said consideration is more than three working days past due.

G. Failure to pay fees by no later than the 15th day of the month following the accrual of said consideration shall be considered a material breach of the contract.

15. **Reporting of Gross Sales and Rental Fees.** Concessionaire shall report monthly to the Director of Recreation and Community Services, in the time, form and manner prescribed by the Director of Administrative Services, all gross sales and rental fees charged or collected by Concessionaire during the preceding month. Said report shall be filed with the Director of Recreation and Community Services on or before the 15th day of the month following said sale or rental. In addition to any reasonable requirements imposed by the Director of Administrative Services, said report shall include:

A. A monthly summary report detailing gross sales and rental fees, in the form and fashion directed by the Director of Administrative Services. Concessionaire shall, in addition, categorize all sales and rentals by type of event (e.g. wedding, baby shower, memorial) and type of product or service, (i.e., food, alcoholic beverages, miscellaneous). Concessionaire shall provide City a copy of the final itemized invoices as submitted by Concessionaire to its customers.

16. **Breach, Default and Termination of Agreement.** Notwithstanding any provision of this Agreement to the contrary, this Agreement may be sooner terminated as follows:

A. In the event of a material breach of this Agreement by either party, the other party may terminate this Agreement with no right of cure, ten (10) days following the giving of notice of such breach and intent to terminate by such other party.

B. In addition, either party may terminate this agreement without cause on thirty (30) days' written notice.

C. The remedies set forth herein are cumulative.

D. In the event of termination or expiration of this Agreement, Concessionaire shall pay to the City the appropriate consideration for all events and activities where Concessionaire provided services or products prior to the effective date of termination. In addition, Concessionaire shall refund to patrons any payments received for events which were scheduled following the date of termination or expiration.

17. **Additions, Alterations and Improvements.** Upon the termination of this Agreement, all changes, alterations, additions, repairs or improvements to or upon said premises by the Concessionaire shall become the property of the City. Any trade fixtures, equipment, and other items brought in or installed within said buildings by Concessionaire, at its sole expense, which do not actually become a part of the buildings, may be removed by the Concessionaire during the term hereof, provided said removal does not damage said premises; and provided further that Concessionaire remove said personal property either by or before the date of termination of this Agreement; and provided further that, if Concessionaire has removed any of the foregoing, Concessionaire shall restore, in substantially the same condition, the interior and any fixtures of said premises which had been heretofore removed or altered for the installation of subsequent fixtures; and provided further that Concessionaire has faithfully performed the conditions and covenants of this agreement.

18. **Records and Books.**

A. Concessionaire shall keep true and complete records and accounts of all business and sales transacted on, at or from the premises for a period of two (2) years. Concessionaire shall keep and preserve all sales slips, computer records, cash register tape readings, sales records, bank records, bank deposit slips and other evidence of gross sales and business transacted during the term of this Agreement.

B. Concessionaire agrees that as a part of said record keeping it shall provide, keep, maintain and use, at its own cost and expense, cash register or electronic equipment, which shall produce a continuous registering tape or permanent printed record for each, all and every sale and business transacted by the Concessionaire and shall maintain said records for a period of at least five years.

C. The Director of Administrative Services, or any other City officer or employee, as authorized by the City Council, shall have the right, at any time and from time to time, to audit all of the records of account, bank statements, documents, records, returns, papers, files and cash register tapes of the Concessionaire relating to gross sales and business transacted at the premises; and, on request by City, as aforementioned, Concessionaire shall make all such materials available for examination at the office of the City or at Concessionaire's place of business. If the City should have an audit made for any portion of the term of this Agreement and the gross sales and business transacted shown by the Concessionaire's statement for such period should be found to be understated by more than five percent (5%), Concessionaire shall immediately pay to the City the cost of such audit as well as the additional consideration payable by Concessionaire to City; otherwise, the cost of such audit shall be paid by the City. City's right to have such an audit made with respect to any portion of the term of this agreement shall expire twelve (12) months after the termination of this Agreement. The right of audit and inspection hereunder shall include the right to audit or inspect sales tax returns.

19. **Use of Premises.** Concessionaire agrees that these premises shall be used by Concessionaire solely for the purpose of maintaining and operating food and beverage services approved in writing by City.

A. Concessionaire agrees not to use or keep on the premises any article which the City or insurance companies may deem EXTRA HAZARDOUS, or which increases the rate of insurance.

B. City shall provide, and pay all charges for, electricity, gas, heat, air conditioning, sewer, and hot and cold domestic water services to the concession premises to the extent that such utilities are reasonably required during the duration of the contract, and are available as of the effective date of the contract. Concessionaire is granted use of existing telephone equipment and service to conduct business while onsite. Should Concessionaire desire an exclusive phone line, Concessionaire shall, at its sole expense, obtain and pay for all necessary telephone equipment and services.

C. Concessionaire shall be allowed to utilize space to the northwest of the Monte Verde Park building for the purpose of storage of equipment (i.e. banquet tables, chairs, linens, dinnerware), with the specified location and design to be approved by the City Architect.

D. Concessionaire agrees to pay and discharge all LIENS AND OBLIGATIONS of any nature and kind whatsoever which shall attach to, or be imposed upon, said premises when created or incurred by said Concessionaire.

E. Concessionaire shall not do anything on the premises that will cause damage to the buildings, structures or improvements. Concessionaire shall not make changes, alterations, additions, repairs or improvements to or upon said premises without written permission of the City. Concessionaire shall not install or operate any machinery, apparatus or appliance that will in any manner damage the premises or cause a public nuisance.

F. Concessionaire shall comply with all laws concerning the premises, or the Concessionaire's use of the premises. Concessionaire shall not use the premises in any manner that will constitute a waste, nuisance, or unreasonable annoyance, including with limitation, the use of loudspeakers or sound, or light apparatus that can be seen or heard outside the premises to the reasonable annoyance of the owners or occupants of adjacent properties, or to the City.

G. The City shall have the right, at all reasonable times, to enter the premises for the purpose of determining compliance with this Agreement; for the purpose of inspecting or repairing said premises; for any other reasonable purpose in the protection of the property of the City; or in securing compliance with the provisions of this Agreement. Such entry may be made without the knowledge or consent of the Concessionaire and may be conducted in the exercise of reasonable discretion at times when said concession is not in

operation provided City within twenty-four (24) hours, when at all possible, has filed with Concessionaire a written report of the same.

H. Concessionaire acknowledges that use of the premises shall at all times be in a manner commensurate with and appropriate with the public use of publicly owned property. Concessionaire shall not authorize, allow or tolerate any use of said premises for any unlawful or illegal purpose. In addition, Concessionaire agrees not to allow or authorize the use of said premises wherein any loud or offensive conduct, or use thereof, is or may be detrimental or annoying to the general public utilizing said facilities or adjoining premises or facilities. Concessionaire further agrees that it will immediately, upon demand of the City Manager or any law enforcement officer, close said facility and order all persons, other than City officers and employees or its employees, from said premises in the event of the occurrence of any event or activity deemed by the City Manager or any law enforcement officer, to be illegal, in violation of state law, in violation of any local ordinance, or which is being conducted in a loud, or obscene, boisterous, raucous or offensive manner so as to be offensive to the public or constitute a nuisance. Concessionaire further agrees to abide by any order or direction of the City Manager or any law enforcement officer, requesting, demanding, ordering or directing the termination of the use of said premises and the vacation thereof, forthwith, by all persons other than City officers and employees or Concessionaire and employees. Failure of Concessionaire to cooperate with City in the enforcement of this provision shall be a material breach of this Agreement.

20. **Kitchen Equipment and Dinnerware.** The City owns all Kitchen Equipment located at Monte Verde Park. The City shall replace or repair the City-owned items which need to be replaced or repaired due to normal wear-and-tear; Concessionaire shall reimburse the City for the cost of repairing or replacing the City owned items which need to be replaced or repaired due to improper maintenance or misuse, within 30 days of invoicing by the City. Concessionaire shall exercise all reasonable care in its use of City-owned property or equipment, and shall notify the City promptly of any items which need to be replaced or repaired, whether or not due to normal wear-and-tear.

21. **Signs.**

A. Concessionaire shall not erect, construct or place any signs or advertisements pertaining to its concession rights and operations in or on any portion of the premises without the express written permission of the City. Prior to the erection, construction or placing of any signs or advertising matter upon the concession premises, Concessionaire shall submit to the City, for its approval in writing, the drawings, sketches, design, dimensions, type and character of the sign or advertising matter. Any conditions, restrictions or limitations with respect to the use of these signs, stated by the City in its written approval, shall become conditions of the contract as if specifically set forth herein.

22. **Upkeep and Maintenance of Concession Premises and Equipment.**

A. The concession premises and all equipment and materials used by Concessionaire shall be maintained in a clean and sanitary condition, free from rubbish, refuse, food scraps, garbage, dust, dirt, offensive or unclean materials, roaches and other insects, rodents and vermin, in accordance with the best sanitary practices, and in full compliance with all applicable Health Department regulations.

B. Concessionaire shall utilize only leak proof containers when transporting liquids in, about, or around the premises. Concessionaire shall immediately clean up and dry any surface onto which liquids have spilled and shall use their best efforts to prevent additional spillage. In addition, following any catered event, Concessionaire shall evaluate all floor surfaces and spot clean any areas as needed.

C. All food service materials, including, but not limited to, china, glassware, flatware, containers, and other such enclosures used to contain individual food or beverage portions, shall be clean and stored so as to be protected from dust, dirt, roaches and other insects, rodents, vermin, and from unsanitary handling and unclean materials.

D. Concessionaire shall, during and immediately following each event, remove from the concession premises all rubbish, refuse, food scraps, and garbage to a location specified by the City for refuse storage and pickup. City shall arrange and pay for the removal and disposal of such refuse from the specified storage area.

E. City shall provide, at its cost and expense, pest control service for the extermination of specified insects and other pests from the concession premises. Concessionaire shall provide and allow complete access to the premises as required by the schedule for extermination services.

F. Concessionaire shall not do, nor permit to be done, anything that may unreasonably interfere with the effectiveness of air-conditioning systems within the concession premises or elsewhere in the facilities. Concessionaire shall not obstruct, or cause to be obstructed, any portion of the sidewalks, entries, passageways, vestibules, halls, or other ways of access to the premises for any purpose other than the immediate ingress, egress, loading or unloading to or from the premises.

G. Except as provided heretofore, City, at its own cost and in its discretion, shall maintain in good condition and repair Monte Verde Park, including the concession premises. The City shall maintain and repair the structural part of the premises consisting of the foundation bearing and exterior walls, glass and doors, flooring, sub-flooring, roof, electrical, plumbing and sewage systems including without limitation the Concession Area, the Non-Concession areas and other portions of Monte Verde Park, as well as all personal property including tables, chairs, dollies and racks used by the Concessionaire. The City has the

right to restrict Concessionaire's use of the facility when maintenance, repair or project work needs to be conducted. When at all possible, the City will provide adequate advanced notice of said maintenance and repair schedules. If appropriate, the City will adjust the Consideration section of this agreement during the project.

H. Concessionaire agrees not to clean or wash down equipment anywhere on the premises. In addition, the kitchen floor may not be cleaned using a hose or any other method where the water/liquid is not able to be contained.

23. **Concessionaire Employees.**

A. Concessionaire employees shall be admitted to the premises in accordance with rules and regulations established by the City Manager.

B. Concessionaire agrees to employ only responsible persons who are mentally competent and able to verbally communicate effectively to the general public. Concessionaire shall not, during the term of this Agreement, employ any child or labor in violation of the provisions of the laws of the state of California. In the event the City Manager should deem any person employed by the Concessionaire as being incompetent or guilty of conduct inimical to the general welfare of the public or unsuited for the proper maintenance of such premises, in serving and meeting the demands of the general public, Concessionaire shall immediately remove such person from, the premises.

C. Employees of the Concessionaire shall, at all times, be neatly and cleanly uniformed.

D. Concessionaire shall train and closely supervise all employees so that they are aware of and continually practice high standards of cleanliness, courtesy and service. Concessionaire will provide an adequate number of personnel to the facility to properly serve and attend to the patrons. Concessionaire shall meet the guidelines dictated by the California Health and Safety Code Section 113947-113948 and California SB 602, i.e., regarding food safety and food handler certification. Concessionaire will keep and make available documentation of Food Handler Certifications onsite at all times.

E. Concessionaire shall not in any employment practice discriminate against any person by reason of religion, race, color, sex, age or handicap.

F. All employees shall be promptly paid for services rendered in the time and manner required by law and payment shall be made by check or draft. If for any reason an employee should be compensated in cash, a receipt shall be obtained from the employee for such compensation.

G. As and where required by law or labor agreement, Concessionaire shall deduct from the salary or compensation paid to an employee withholding for taxes, health,

or pension or other benefits and shall account to the City or employee upon reasonable demand as to the amounts so withheld.

H. Concessionaire where required by law shall provide Workers' Compensation Insurance covering each employee.

I. Concessionaire shall provide and regularly schedule employees to help its clients with their set-up and special needs upon their arrival on the site for and during concession services.

24. **Permits and Licenses.**

A. Concessionaire and its employees shall, at their sole cost and expense, comply with the requirements of all City, County, State and Federal authorities now in force, or which may hereafter be in force, pertaining to the concession premises, or the operations conducted thereon, and shall faithfully observe, and secure observance with, in the use of the concession premises, all City ordinances and State and Federal statutes now in force, or which may hereafter be in force.

B. The licenses and permits to be secured and maintained in current standing by Concessionaire and/or Concessionaire's employees shall include, but not be limited to:

- (1) City of Lakewood business license;
- (2) County of Los Angeles Health Department permit for a food and beverage operation;
- (3) County of Los Angeles Health Department food handler permits;
- (4) California State Alcoholic Beverage Control Board liquor license; and
- (5) California State Board of Equalization sellers permit.

25. **Insurance Requirements.** Concessionaire shall procure and maintain general liability insurance against any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons, damage to property, or product liability arising at any time during and/or arising out of or in any way connected with Concessionaire's use or occupancy of the City's facilities and adjoining property.

Concessionaire shall, at all times during the term of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum limits as indicated below and issued by insurers with A.M. Best ratings of no less than A-: VI:

A. Commercial general liability at least as broad as ISO CG 0001 (per occurrence) \$1,000,000 (general aggregate) \$2,000,000; Commercial auto liability at least as broad as ISO CA 0001 (per accident) \$1,000,000.

B. All insurance policies, shall be in form and content satisfactory to the City, copies of which shall be submitted to the City for review; and the policies shall designate the City of Lakewood, its officers and employees, as co-insureds.

C. All policies are to be kept in force during the full term of the contract, and further, contain a rider that the policies are non-cancelable without thirty (30) days prior written notice to the parties insured, including the City of Lakewood.

D. Concessionaire shall provide, or cause to be provided, full and complete copies of all insurance policies to City upon their execution. Simple certificates of insurance shall not suffice for this purpose.

E. Concessionaire shall report any personal injuries or property damage arising at any time during and/or arising out of or in any way connected with Concessionaire's use or occupancy of the City's facilities and adjoining property to the City Manager or his/her designee, in writing and as soon as practicable.

F. Concessionaire waives any right of recovery against the City, its officers, employees, and agents for fires, floods, earthquakes, civil disturbances, regulation of any public authority, and other causes beyond their control. Concessionaire shall not charge results of "acts of God" to the City, its officers, employees, or agents.

G. Concessionaire waives any right of recovery against the City, its officers, employees, and agents for indemnification, contribution, or declaratory relief arising out of or in any way connected with Concessionaire's use or occupancy of the Facility and adjoining property, even if the City, its officers, employees, or agents seek recovery against Concessionaire.

26. **Liability and Indemnification.** Concessionaire agrees to reimburse, defend or indemnify and save the City, the City Council, its officers and employees free and harmless from any claim, suit or action brought by any person or persons, including its agents or employees, or subcontractors or the agents or employees thereof, or its guests, licensees, invitees, patrons or clientele, for or on account of any injury, death or damage to person or property sustained because of or arising out of any conditions thereof caused by Concessionaire. Concessionaire waives, as consideration for this Agreement, any right it may have to seek indemnity or other relief against City by reason of any judgment against it or payment by it arising out of any such claim, suit, accident or occurrence, or as a joint tortfeasor.

Nothing herein contained shall be construed to relieve the City from any duty and obligation it may have to maintain said premises, including the concession premises as provided in this Agreement and City agrees to reimburse, defend or indemnify and save the Concessionaire, its officers and employees free and harmless from any claim, suit or action brought by any person or persons including its agents or employees, or subcontractors or the employees thereof, or any member of the public, for or on account of any injury, death or damage to any person or property sustained because of or arising out of any condition of public property required to be maintained by the City or any act or omission of any City officer or employee except as follows:

A. Where the loss or damage arises out of any act or omission of the Concessionaire, its agents, employees or subcontractors or agents, invitees or guests.

B. The loss or damage arises out of the failure of the Concessionaire to perform any duty or obligation bestowed on it by this Agreement.

27. **Taxes.** Concessionaire shall pay and discharge before delinquency all taxes, if any, and assessments which may be levied during the term of this Agreement as a result of Concessionaire's operations hereunder.

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

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

NOTICE:

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

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

28. **Time of the Essence.** Time is of the essence of each and all of the terms and provisions of this contract, and this contract shall inure, to the benefit of and be binding upon, the parties hereto and any successors of Concessionaire as fully and to the same extent, as though specifically mentioned in each instance, and all covenants, stipulations and Agreements in this contract shall extend to and bind any assigns of Concessionaire.

29. **Independent Contractor.** It is expressly understood and agreed that Concessionaire is an independent contractor as distinguished from an employee or agent of the City in the performance of services hereunder. Concessionaire acknowledges the independent contractual relationship and releases the 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 Concessionaire shall have any City status or benefit, including health, retirement and worker's compensation benefits.

Concessionaire acknowledges its independent contractor status in performing all services under this Agreement and assumes the risk to itself, all agents, employees, subcontractors, their agents or employees, its licensees, permittees and guests of personal injury or death and all risk of property damage or loss of any property arising out of the performance of any services or the use of the premises during the term of this Agreement.

30. **Assignment Prohibited.** Concessionaire shall not mortgage, hypothecate or otherwise encumber or assign its right, privileges or obligations, pursuant to the provisions of this contract, nor shall Concessionaire sublet or sublease the concession premises in whole or in part without the written consent of the City. Any attempted assignment, mortgaging, hypothecation or encumbering of the rights, privileges or obligations or any subletting or subleasing of the whole or any part of the concession premises, or other violations of the provisions of this section shall be null and void and shall confer no right, title or interest in or to this contract, or right of occupancy of the whole or any portion of the concession premises, upon any such assignee, mortgagee, encumbrancer, pledgee or other lien holder, sub-tenant, successor or purchaser. Consent by the City to one assignment, mortgage, hypothecation, encumbrance or sublease shall not be deemed to be a consent to any subsequent assignment, mortgage, hypothecation, encumbrance or sublease.

31. **Nondiscrimination.** In connection with the execution of this Agreement, "Concessionaire shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, national origin, or because an otherwise qualified person is handicapped. Concessionaire shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, sex, age, national origin, or handicap. Such action shall include but is not limited to employment, upgrading, demotion, or transfer; recruitment or recruitment advertisement; layoff or termination; rate of pay or other forms of compensation, and selection for training including apprenticeship. "Concessionaire shall comply with the requirements of Title VI of the Civil Rights Act of 1974 (P.L. 88-352) and with all applicable regulations, statutes, laws promulgated pursuant thereto now existent or hereinafter enacted. Furthermore, Concessionaire shall comply with the provisions of Section 1735 of the California Labor Code.

Concessionaire shall also comply with the requirements of 29 U.S.C. 794 and 31 U.S.C. 6716 and the regulations promulgated thereunder, including Regulation 51.52 promulgated by the Office of Revenue Sharing of the United States Treasury. As used herein, handicapped individual means any individual who has a physical or mental disability which for such individual constitutes or results in a substantial handicap to employment and can reasonably be expected to benefit in terms of employability from vocational rehabilitation services provided pursuant to the Rehabilitation Act of 1973 (29 U.S.C. 701), as presently defined in section 706 thereof, or as hereinafter amended.

32. **Additional Conditions.**

A. **Building Security.** City provides for a building security system. Concessionaire will follow the City's policy and procedures related to the security of the building.

B. **Facility Reservation Technology.** Concessionaire shall provide the City with documentation in specified format and in accordance with City policy to document the name of permit holder and type of permit for Monte Verde Park reservations, within four (4) business days of booking.

C. **Health Department Rating.** Concessionaire agrees to achieve and maintain throughout the contract period a Los Angeles County Department of Health Services Restaurant Rating of "A" as determined by the County Health Officer. The City considers a Los Angeles County Department of Health Services letter grade score of less than "A" unsatisfactory. If a lower grade is received, Concessionaire agrees to immediately request a re-inspection at Concessionaire's expense and to undertake all practical measures within Concessionaire's control or remedy any issue that prevents an "A" grade. Failure to restore an "A" grade rating within a period of thirty (30) days shall constitute a "material" breach of this Agreement.

D. **Quarterly Performance Evaluation.** Concessionaire acknowledges that City shall have the right to conduct a quarterly performance evaluation of Concessionaire's compliance and performance under this Agreement. Concessionaire agrees to cooperate in the preparation of said report and to make available to the City its books and records and to supply other information reasonably needed by the City to prepare such report.

E. **Alcohol Management.** Concessionaire shall demonstrate at all times to the City the strictest controls over alcohol inventory, alcohol revenue recordkeeping and serving guidelines:

1. Make available for City inspection a record of alcohol purchases and event usages that correspond to event alcohol sales.
2. Demonstrate strict controls for alcohol inventory storage.

3. If alcohol is to be stored onsite, inventory must be stored solely in Concessionaire's approved storage facility.
4. Establish an agreed-upon set of specifications for "pour" amounts for beer, wine and spirits.
5. Ensure that all bartenders/servers have been educated/certified via an approved alcohol training course as mandated by the State of California.

33. **Notices.** Any notice provided for by this contract or by law to be given, served or exercised by or upon Concessionaire may be given or served by depositing in the United States mail, postage prepaid, a letter addressed to Concessionaire at such address as Concessionaire shall designate in writing, or may be personally served upon said Concessionaire, or any person hereafter authorized by Concessionaire to receive such notice; and any notice provided for by this contract to be given, served or exercised by or upon City may be given or served by depositing in the United States mail, postage prepaid, a letter addressed to the City Clerk, City of Lakewood, 5050 Clark Avenue, P.O. Box 158, Lakewood, California 90714 or may be personally served upon said City Clerk. Any notice or notices given or served as provided herein shall be effectual and binding for all purposes upon the principals of the parties so served.

34. **Waiver.** The waiver by City of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained. The subsequent acceptance of concession fees hereunder by City shall not be deemed to be a waiver of any preceding breach by Concessionaire of any term, covenant, or condition of this contract, other than failure of Concessionaire to pay the concession fees so accepted, regardless of the City's knowledge of such preceding breach at the time of acceptance of such concession fees, nor shall any failure on the part of City to require or exact full and complete compliance with any of the covenants, conditions and Agreements of this contract be construed as in manner changing the terms hereof, nor shall the terms of this contract be changed or altered in any manner whatsoever other than by written Agreement of the City and Concessionaire.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

DATED: _____, 2018

CITY OF LAKEWOOD

By _____

MAYOR

ATTEST:

CITY CLERK

DATED: _____, 2018

By: _____

THANK GOODNESS IT'S SOFIA

CATERING SERVICES, INC.

SOFIA RILEY, PRESIDENT

APPROVED AS TO FORM:

CITY ATTORNEY

DIVIDER SHEET

COUNCIL AGENDA

October 9, 2018

TO: The Honorable Mayor and City Council

SUBJECT: Lakewood Meals on Wheels Agreement – First Amendment

INTRODUCTION

The City of Lakewood has had a partnership with Lakewood Meals on Wheels since 1975. Lakewood Meals on Wheels provides home delivery of nutritional meals to the elderly, disabled, and convalescing, thereby reducing or eliminating the need for premature or prolonged institutionalization.

STATEMENT OF FACT

The city entered into an agreement with Lakewood Meals on Wheels in 1995 and has determined that providing subsidized meals to low income Lakewood residents and reimbursement to volunteer drivers for mileage, is a public purpose, and for the general welfare and benefit.

The current agreement is due to terminate June 30, 2019, however following the building construction improvements at the Burns Community Center, two conditions have changed from the original agreement:

1. The assembly room onsite at the Burns Community Center is no longer a space allotted for operations of Lakewood Meals on Wheels, as a newly remodeled kitchen space affords ample space in a singular devoted area.
2. The City of Lakewood purchased a new steam table for use of food preparation. The amendment changes language to reflect that the steam table is owned by the City of Lakewood.

RECOMMENDATION

Upon approval of the City Attorney as to form, it is staff's recommendation that the City Council authorize the Mayor to sign the first amendment to the Rental Agreement with Lakewood Meals on Wheels.



Valarie Frost, Director
Recreation and Community Services



Thaddeus McCormack
City Manager

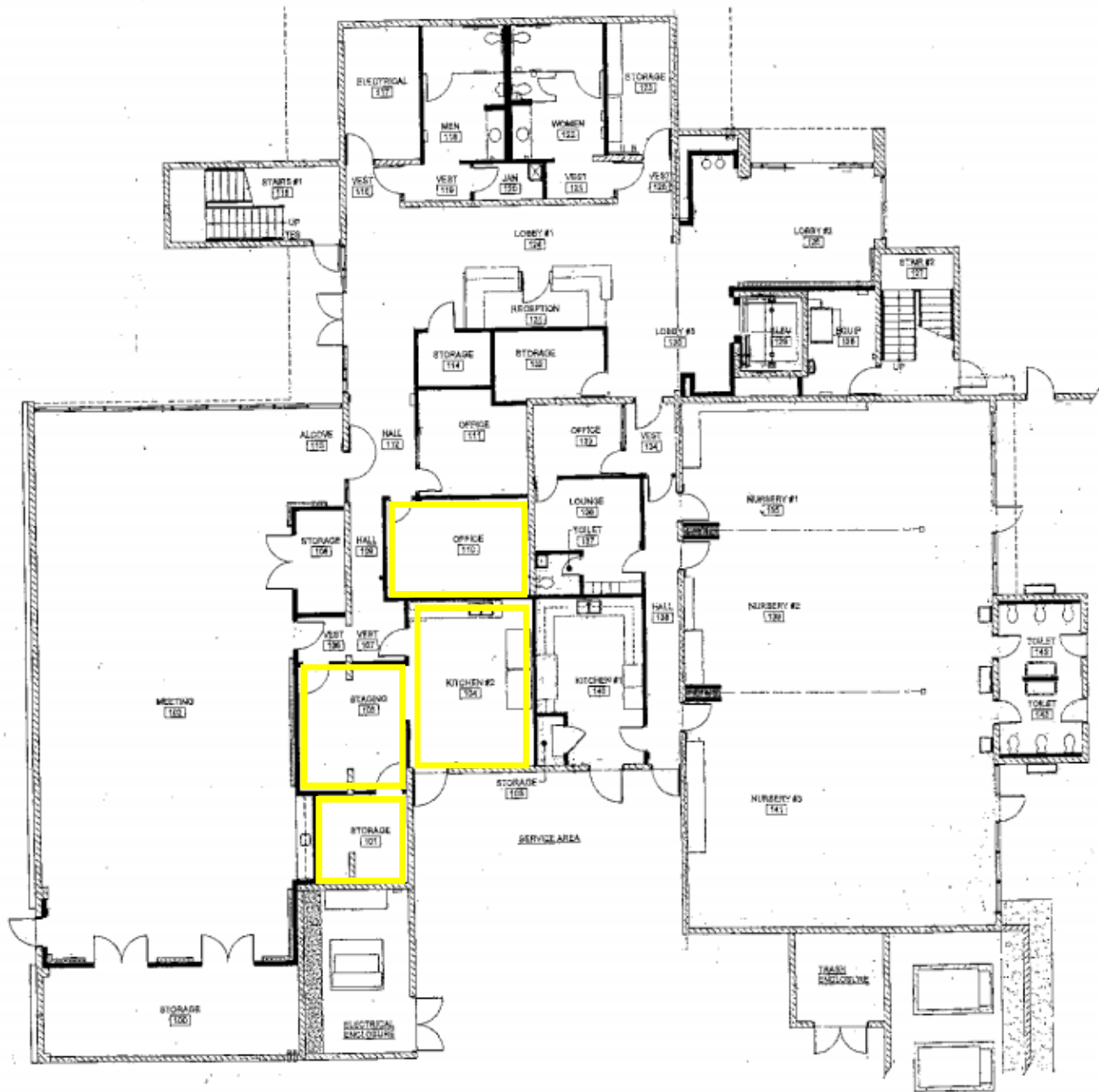
Exhibit "A"

City of Lakewood – Burns Community Center

1st Floor – Map

Tenant Areas include:

Kitchen (Room 104), Staging (Room 105), Storage (Room 101), Office Space (Room 110)



**FIRST AMENDMENT TO
RENTAL AGREEMENT WITH LAKEWOOD MEALS ON WHEELS**

This amendment made and entered into with an effective date of October 9, 2018, amends that the “Rental Agreement with Lakewood Meals on Wheels” (the “Agreement”) made and entered into on July 1, 2014, by and between the City of Lakewood (the “City”) and Lakewood Meals on Wheels (the “Tenant”).

The parties hereby agree to the following amendments to the agreement:

- A. Commencing on October 9, 2018 the portion of space in the assembly room described in Section 2 will be removed from the agreement. Tenant will have access to one office space and the kitchen space as shown in Exhibit “A”, attached hereto.
- B. New “Exhibit A” is attached hereto.
- C. Commencing on October 9, 2018 the steam table described in Section 3 will be removed from the agreement. Tenant shall use the steam table provided by the City on a daily basis. The City shall also provide basic maintenance of the steam table.

Except as set forth herein, the Agreement shall remain in full force and effect.

Based on the mutual promises contained in the Agreement and in this Amendment, and intending to be legally bound, the parties have executed this Amendment, below, as of the date first set forth above.

CITY OF LAKEWOOD

Mayor

Attest:

City Clerk

Approved as to form:

City Attorney

LAKEWOOD MEALS ON WHEELS

Director

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

*Successor
Agency*

**CITY OF LAKEWOOD SUCCESSOR AGENCY - PROJECT AREAS
FUND SUMMARY 9/27/2018**

In accordance with section 2521 of the Lakewood Municipal Code there is presented herewith a summary of obligations to be paid by voucher 220 through 220. Each of the following demands has been audited by the Director of Administrative Services and approved by the City Manager.

2902	ENFORCEABLE OBLIGATIONS	<u>11,025.93</u>
		11,025.93

Council Approval

Date

City Manager

Attest

City Clerk

Director of Administrative Services

**CITY OF LAKEWOOD SUCCESSOR AGENCY - PROJECT AREAS
SUMMARY CHECK REGISTER**

<u>CHECK #</u>	<u>CHECK DATE</u>	<u>VEND #</u>	<u>VENDOR NAME</u>	<u>GROSS</u>	<u>DISC.</u>	<u>CHECK AMOUNT</u>
220	09/27/2018	4428	COLANTUONO HIGHSMITH & WHATLEY	11,025.93	0.00	11,025.93
Totals:				<u>11,025.93</u>	<u>0.00</u>	<u>11,025.93</u>

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

Housing Successor

**CITY OF LAKEWOOD SUCCESSOR AGENCY - HOUSING
FUND SUMMARY 9/20/2018**

In accordance with section 2521 of the Lakewood Municipal Code there is presented herewith a summary of obligations to be paid by voucher 349 through 349. Each of the following demands has been audited by the Director of Administrative Services and approved by the City Manager.

3901	HOUSING SUCCESSOR AGENCY	23.00
		<hr/>
		23.00

Council Approval

Date

City Manager

Attest

City Clerk

Director of Administrative Services

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

<u>CHECK #</u>	<u>CHECK DATE</u>	<u>VEND #</u>	<u>VENDOR NAME</u>	<u>GROSS</u>	<u>DISC.</u>	<u>CHECK AMOUNT</u>
349	09/20/2018	40572	CHICAGO TITLE CO	23.00	0.00	23.00
Totals:				<u>23.00</u>	<u>0.00</u>	<u>23.00</u>