

AGENDA

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

February 14, 2023

ADJOURNED MEETING:

6:00 p.m.

EXPIRATION OF CITY LIGHT & POWER LAKEWOOD, INC. *EXECUTIVE BOARD ROOM*
LIGHTING MAINTENANCE AGREEMENT, CONSIDERATION OF AMENDMENT TO AGREEMENT FOR OVERSIGHT SERVICES AND UTILIZING L.A. COUNTY SERVICES FOR STREET LIGHT MAINTENANCE - Staff recommends the City Council direct staff to take all necessary actions to amend the City Light & Power Lighting Maintenance Agreement for Oversight Services in a form approved by the City Attorney, and authorize staff to take all necessary actions to include street light maintenance as part of the services provided to the City by Los Angeles County.

AUTHORIZE SIDEWALK MANAGEMENT PROGRAM UPDATE - BUCKNAM INFRASTRUCTURE GROUP, INC. AND ALLOCATE ADDITIONAL FUNDS FOR SIDEWALK SERVICE REQUEST REPAIRS - Staff recommends the City Council authorize Measure R funds in the amount of \$427,397 to be utilized for sidewalk repairs citywide; authorize work to provide a Sidewalk Management Program update per the Bucknam Infrastructure Group's proposal dated January 16, 2023, in an amount not-to-exceed \$139,418 and authorize the Mayor to sign the proposal; and authorize Measure M funds in the amount of \$772,603 to be utilized for sidewalk repairs citywide.

CALL TO ORDER

7:30 p.m.

INVOCATION:

PLEDGE OF ALLEGIANCE: Girl Scout Troop 2993

ROLL CALL: Mayor Steve Croft
Vice Mayor Ariel Pe
Council Member Cassandra Chase
Council Member Todd Rogers
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 January 24, 2023

City Council Agenda

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ROUTINE ITEMS: - Continued

- RI-2 PERSONNEL TRANSACTIONS - Staff recommends City Council approve report of personnel transactions.
- RI-3 REGISTERS OF DEMANDS - Staff recommends City Council approve registers of demands.
- RI-4 CITY COUNCIL COMMITTEES' ACTIVITIES - Staff recommends City Council receive and file the report.
- RI-5 MEETING REPORTS AND AUTHORIZATIONS PURSUANT TO AB1234 - Staff recommends City Council receive and file the report.
- RI-6 MONTHLY REPORT OF INVESTMENT TRANSACTIONS - JANUARY 2023 - Staff recommends City Council receive and file the report.
- RI-7 FINDING AND DETERMINING THAT THERE IS A NEED TO CONTINUE TAKING EMERGENCY ACTION REGARDING THE NEED TO MAKE REPAIRS TO THE BOLIVAR PARK STORMWATER CAPTURE BUILDING AND EQUIPMENT; RESOLUTION NO. 2023-4 - Staff recommends City Council adopt proposed resolution.
- RI-8 AGREEMENT FOR 2023 PAN AM FIESTA AMUSEMENT RIDES - Staff recommends the City Council authorize the Mayor to execute the Agreement for the 2023 Pan Am Fiesta Amusement Rides subject to approval as to legal form by the City Attorney.
- RI-9 ADDITIONAL CONSULTING SERVICES FOR MAYFAIR WATER CAPTURE PROJECT BY WILLDAN ENGINEERING, INC. - Staff recommends the City Council authorize Willdan Engineering, Inc to provide additional Construction Management services during construction for the Mayfair Park Water Capture Project in amount of \$165,640.83 under their existing on-call Engineering Services Agreement and authorize the Mayor to sign the authorization.
- RI-10 APPROVE AMENDMENT NO.2 WITH THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT (LACFCD) – SAFE CLEAN WATER PROGRAM (SCWP) FOR REGIONAL PROGRAM FUNDS FOR BOLIVAR PARK AND MAYFAIR PARK - Staff recommends the City Council approve Amendment No. 2 for Bolivar Park and Mayfair Park establishing terms and conditions for the transfer of Safe, Clean Water Program funds to the City, and authorize the Mayor to sign Amendment No. 2 for both the Bolivar Park and Mayfair Park with the Los Angeles County Flood Control District to continue to receive funds through the Safe, Clean Water Program.
- RI-11 ARCHITECTURAL SERVICES AUTHORIZATION – DAHLIN GROUP – CITY HALL OFFICE IMPROVEMENTS MASTER PLAN - Staff recommends the City Council appropriate funds for City Hall Office Improvements Master Plan (\$100,000) from the reserve for Capital Improvements; and authorize work for the City Hall Office Improvements Master Plan per the Dahlin Group proposal dated December 15, 2022, in an amount not-to-exceed \$88,500, and authorize the Mayor to sign the proposal.

REPORTS:

- 3.1 MEMBERSHIP IN THE GATEWAY CITIES AFFORDABLE HOUSING TRUST, A JOINT POWERS AUTHORITY, RESOLUTION NO. 2023-5 - Staff recommends the City Council adopt the proposed resolution.

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REPORTS: - Continued

- 3.2 FISCAL YEAR (FY) 2022-23 MIDYEAR BUDGET REVIEW & ADJUSTMENTS AND PRESENTATION OF THE FY 2023-24 REVISED BUDGET PREPARATION CALENDAR - Staff recommends the City Council adopt the noted changes for inclusion into the City's FY 2022-23 Revised Budget and direct staff to make all related adjustments to the City's budget appropriations and receive and file the FY 2023-24 Revised Budget Preparation Calendar and provide direction to staff regarding the preparation of the upcoming budget.

- 3.3 LAKEWOOD YOUTH HALL OF FAME PROGRAM - Staff recommends the City Council authorize Mayor to approve the Lakewood Youth Hall of Fame Regulations with the addition of the Joe Esquivel Coach of the Year Award.

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

Adjourned

COUNCIL AGENDA

February 14, 2023

TO: The Honorable Mayor and City Council

SUBJECT: Expiration of City Light & Power Lighting Maintenance Agreement, Consideration of Amendment to Agreement for Oversight Services and Utilizing L.A. County Services for Street Light Maintenance

INTRODUCTION

The Streetlight Maintenance Agreement with City Light & Power (CLP) has been in place for twenty-five years and has been instrumental in ensuring the City's proper functioning and maintenance of streetlights. The contract is set to expire at the end of February. CLP has relocated most of its operations to Colorado and will no longer maintain an office in the Long Beach area. Due to the tight timeframe to transition to a new service provider, staff has investigated options to continue service prior to the expiration of the agreement.

STATEMENT OF FACT

In order to maintain continuity of service, CLP has attempted to find a local labor option that can provide continued services under the current terms through the use of a subcontract to provide maintenance services for an additional year to allow the City of Lakewood time to develop a request for proposal and enter into a new contract, while still providing oversight to allow for the transfer of institutional knowledge of street lighting infrastructure.

CLP is aware of two street lighting contractors who service several cities in the local area: Yunex Traffic and Bear Electric Solutions, Inc.

Yunex Traffic is currently servicing the following cities in Southern California:

1. City of Cudahy
2. City of Highland
3. City of Huntington Beach
4. City of Laguna Beach
5. City of Lomita
6. Los Angeles County
7. City of Manhattan Beach
8. City of Moorpark
9. City of Monrovia
10. City of Newport Beach
11. City of Norco
12. City of Norwalk
13. City of Ontario

14. City of Poway
15. City of Rancho Cucamonga
16. City of Rialto
17. City of San Bernardino
18. City of Solana Beach
19. Western Riverside Council of Governments

Bear Electric Solutions, Inc. is currently servicing the following cities in Southern California:

1. City of San Marcos
2. City of Stanton
3. City of Tustin
4. City of Commerce
5. City of Newport Beach
6. City of Orange
7. City of Claremont
8. City of Fountain Valley
9. City of Oceanside
10. Orange County Sheriff

CLP interviewed both companies and requested informal quotes based on recently awarded contract pricing for similar services. CLP evaluated both options and found both companies to offer comparable responsiveness and customer service. The City also inquired with several cities on the list and reached a similar conclusion. The number one concern for both companies was the long-lead time to procure poles and materials.


Bear Electric Solutions, Inc. would result in a slightly lower annual cost, however, their cost does not factor in the cost to rent a crane for each knockdown occurrence as they do not own their own crane while Yunex does.

While we believe that either one of the two companies would be capable of providing the necessary services, another option is to work with LA County, with whom we have had a longstanding relationship for traffic signal maintenance. The County has been responsive and a great partner on signal maintenance over the years. The County recently acquired previously owned SCE lights and will be establishing a street lighting division which will be led by staff Lakewood have worked with on signal maintenance. If Lakewood were to contract with the County through our Service Request System, there would be no lapse in coverage and they could begin providing service as early as March 1, corresponding with the expiration of the CLP contract. The County has a well-established infrastructure and a proven track record of providing excellent service to the City regarding our traffic signal maintenance. By partnering with the County, we will have the ability to evaluate their resources and new division operations. If the service is inadequate, the City can develop an RFP and go out for services at a later date if necessary.

If the County option is selected, staff believes it would be prudent to extend the term and amend the scope of the CLP contact to become an as-needed services contract paid on time and material to assist the City during the transition and to provide technical and historical resources as we make the transition.

RECOMMENDATIONS

- (1) Direct staff to take all necessary actions to amend the City Light & Power Lighting Maintenance Agreement for Oversight Services in a form approved by the City Attorney, and
- (2) Authorize staff to take all necessary actions to include street light maintenance as part of the services provided to the City by Los Angeles County.

Kelli Pickler 
Director of Public Works


Thaddeus McCormack
City Manager

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COUNCIL AGENDA

February 14, 2023

TO: The Honorable Mayor and City Council

SUBJECT: Authorize Sidewalk Management Program Update – Bucknam Infrastructure Group, Inc. and allocate additional funds for sidewalk service request repairs

INTRODUCTION

The City has historically budgeted \$400,000 annually to address citywide sidewalk repairs, however the amount has been insufficient to address to the volume of work required. Staff is seeking a more proactive method to quantify and plan future workloads and budgets. The Bucknam Infrastructure Group specializes in pavement management inspections, right-of-way (ROW) inventory, sidewalk program management, and GIS management services. Bucknam has provided a proposal for the proactive management of the City’s existing sidewalk management program.

STATEMENT OF FACT

Bucknam will provide inspection and management services and will utilize their expertise to develop a comprehensive sidewalk program that will establish a schedule for the City’s inventory, inspection, maintenance and repair activities. Bucknam will create and verify a sidewalk GIS layer by assessing current sidewalk and curb and gutter (C&G) GIS data by working with City staff to confirm new sidewalk/C&G construction history. Bucknam will utilize additional tools such as the Artificial Intelligence (AI) supportive LIDAR, digital road imagery, the City’s GIS centerline, ROW data, and aerial imagery to assist the sidewalk GIS layer development. Typical layers and attributes collected during sidewalk inspections include the house address, street name, surface type (i.e. AC, brick, paver, PCC), location, vertical displacement, displacement ranges, distress type, sensitive locations or “high risk areas” (schools, parks, city facilities, etc.), trees (if distress is caused by a tree), utility box, length of distress, recommended work (grind, ramp, replace), microPAVER id (unique ID that corresponds with the street GIS layer), field notes, and general comments.

Once the database has been created and verified, Bucknam will inspect and survey the sidewalks utilizing a walking methodology. Distress locations and types will be collected based upon actual surface conditions of the sites. Distress locations will be identified with GPS coordinates. In addition, Bucknam will digitize and locate curb ramps, street striping and roadway signs throughout the City using LIDAR technology. This will be performed in conjunction with the sidewalk inventory.

Final deliverables will include maintenance and repair (M&R) recommendations, planning and financial analysis, executive summary reports, GIS files, excel spreadsheets, and Map Atlas PDFs. The M&R report and GIS map will allow staff to prioritize maintenance based on the City's schedule, available budgets, zone order, and priority distress values. The report is expected to take 6-months to complete. The total not-to-exceed amount is \$139,418.

Prior to the completion of the report, staff is requesting an additional \$1,200,000 allocation to address over 300 locations citywide that have been identified by staff as high priority.

There are available funds in Measures M and Measure R, which are one-half cent sales tax measures approved by Los Angeles County voters earmarked for the Local Return Programs to be used by cities in developing and/or improving local public transit, paratransit and related transportation infrastructure. Currently the City has an unappropriated fund balance of \$5,380,316 in Measure M and \$4,333,848 in Measure R funds, of which \$566,816 are set to lapse by July 1, 2023. Staff proposed to utilize \$139,418 from Measure R for the Sidewalk Management Program and the remainder of expiring Measure R funds in the amount of \$427,397 to be utilized for sidewalk repairs citywide. To supplement the remainder of the \$1,200,000 sidewalk repair request, staff proposes to utilize \$772,603 from Measure M.


On January 30, 2023 the CIP Committee concurred with staff's recommendation to approve the proposal and bring the item to the Council for approval.

RECOMMENDATION

That the City Council:

1. Authorize Measure R funds in the amount of \$427,397 to be utilized for sidewalk repairs citywide.
2. Authorize work to provide a Sidewalk Management Program update per the Bucknam Infrastructure Group's proposal dated January 16, 2023, in an amount not-to-exceed \$139,418 and authorize the Mayor to sign the proposal.
3. Authorize Measure M funds in the amount of \$772,603 to be utilized for sidewalk repairs citywide.


Kelli Pickler
Director of Public Works


Thaddeus McCormack
City Manager

January 16, 2023

Mrs. Kelli Pickler
Director of Public Works
City of Lakewood
5050 Clark Avenue
Lakewood, CA 90712

**Subject: Proposal for 2022-23 Sidewalk / Curb & Gutter Management Program Services
Optional Right-of-Way Services**

Dear Kelli,

It is our pleasure to submit our proposal to assist the City in the proactive management of the City's sidewalk management program (SMP). With the City of Lakewood's infrastructure management program moving toward automation through condition surveys, Capital Improvement reporting (CIP), and GIS development, *Bucknam Infrastructure Group, Inc. (Bucknam)* has identified a proactive and cost efficient method to assist the City in the continued success of your SMP. Our team will focus our high-end infrastructure management expertise and GIS technology to optimize the City's management of the sidewalk infrastructure management program.

Through our inspection and management services we will develop a comprehensive sidewalk program that will establish an organized schedule for data integration for the City's upcoming inventory, inspection and maintenance/repair activities. The program will be focused on developing a common-sense maintenance program that is in-tune with City fiscal right-of-way (ROW) priorities.

By selecting Bucknam, the City of Lakewood will receive a strong, knowledgeable, innovative and communicative team with the experience to implement a cost-effective sidewalk management program. Our handpicked pavement management professionals are committed to delivering quality services to the City. Mr. Peter Bucknam will represent our firm for this project and can be contacted at 760-216-6529 (work) 714-501-1024 (cell) or email at peter@bucknam-inc.com.

In order to streamline project management and work schedules, work efforts will be conducted through Bucknam's office in Oceanside, CA.

Respectfully submitted,

Bucknam Infrastructure Group, Inc.,



Peter J. Bucknam
Project Manager / President



Scope of Work



Sidewalk Inventory / Management Tasks

TASK 1: Kick-off Meeting / Quality Assurance-Quality Control

The first step in implementing a successful sidewalk-ROW inventory program truly resides in frequent communication and timely scheduled data updates. For the City of Lakewood it will be essential to establish, up front, the Public Works and Maintenance management priorities. Our team will set a Project Kickoff meeting to further discuss and review in detail the expectations of the project, technical approach and the review of schedule and budget. This effort will build consensus within the Public Works department as well as build a stronger maintenance / replacement program.

The first key topics to be discussed will include the review and assessment of the existing sidewalk data, recently sidewalk maintenance locations, zone designations, sidewalk data attributes, survey areas, replacement schedules, data quality and condition, current replacement criteria and desired service levels.

During the project several project assessment meetings and project status meetings will be held to ensure that the major scope tasks and project schedule are being adhered to.

Establishment of QA/QC Plan

We will use a statistical sampling approach for measuring the quality of our field technician's work. In this manner, 10 percent of the original surveys will be re-assessed by an independent survey crew, supervised by a field supervisor, and the results will be compared to the original surveys.

Our QC process involves checking the field crews' work in a "blind study" fashion. Quality control checks will be performed at the end of each survey week. This will ensure that field personnel are properly collecting sidewalk attributes and quantities for the defined segments.

Project Status Meetings

Status Meetings and Progress Reports (monthly)

- Minimum of three meetings during the project (kickoff, field, and status meetings, presentations)
- Meetings will incorporate task driven agendas for discussion and meeting minute actions
- Field review meetings, Monthly progress status reports will be delivered to City project manager showing (invoices, budget tracking and % complete per task)
- Bucknam will make provisions for addressing project issues that may impede scope, fee and/or schedule and will resolve any issues that arise as soon as possible

Scope of Work



TASK 2: Sidewalk GIS / Inspection Criteria / Priorities

Bucknam will initially need to create and verify a clear and accurate citywide Sidewalk GIS layer. This will be performed by assessing current sidewalk/C&G GIS data and working the Mrs. Kelli Pickler / GIS staff to confirm any new sidewalk/C&G construction and/or work history.

Our staff will utilize the City's available street/sidewalk segmentation data, within your MicroPAVER PMP database, as the baseline for digitizing/updating the defined sidewalk segmentation polylines as well as existing ADA ramp locations. If necessary, Bucknam will digitize missing and new sidewalk/C&G locations. Our staff will utilize additional data/tools such as the Artificial Intelligence (AI) supportive LIDAR, digital roadway imagery, City's GIS centerline, ROW data and aerial imagery that will assist our internal sidewalk GIS layer development and upcoming field operations.

Sidewalk conditional and distress data will be collected through the use of our hand-held GPS units. Through the use of ArcPad, our Trimble GPS unit utilizes a data capture screen to record inventory and inspection data define by the scope of work.

Another essential item to establish prior to survey is what defines Priority maintenance and repair values. The recording of Priorities 1, 2 and 3 will be linked to each distress found in the field. These are shown in detail within Task 4.; as stated above, Bucknam will meet with City staff to define the final Priority definitions prior to survey.

Deliverable: Defined Priority criteria, updated citywide Sidewalk GIS layer

TASK 3: Sidewalk – Curb & Gutter Management Database

Based on previous sidewalk management programs performed for various cities, we have provided a list of typical layers and attributes we collect during sidewalk inspections:

Distresses GIS Layer

- House Number – House number closest to distress, if applicable;
- Street Name – Street Name;
- Surface Type – i.e. AC, Brick, Paver, PCC;
- Location – sidewalk, C&G, ADA Ramp;
- Vertical displacement – i.e. 1/2 " to 1", 1" to 2", 2" or higher
 - Displacement ranges – Defined by City's current Sidewalk Inspection Program (if available; may be changed per discussions with City);
 - Distress Type – i.e. joint faulting, linear cracking, divided slab, buckled slab;
- Sensitive Location – Schools, Parks, City Facilities, etc. Locations to be determined by City Staff;
- Tree – If distress is caused by a tree;
- Utility Box – If distress is adjacent to utility box;
 - Utility label/type, if any;
- Length – Length of distress, if applicable;
- Recommended Work – i.e. Grind, Ramp, Replace;
- MicroPAVER ID – Unique ID that corresponds with PMP Street GIS Layer;
- Field notes - if applicable;

Scope of Work



- Comments – general comments that describe findings (if applicable).

If requested, Bucknam will update the dedicated sidewalk / C&G field inspection and GIS layer attributes based on the City’s comments. Bucknam will deliver GIS layers in the City’s preferred GIS format (i.e. shapefile, file geodatabase, etc.) along with MXDs and MPKs.

Through our experience in working with sidewalk GIS datasets and MicroPAVER we are approaching the development and management of the Lakewood sidewalk inventory in the following manner:

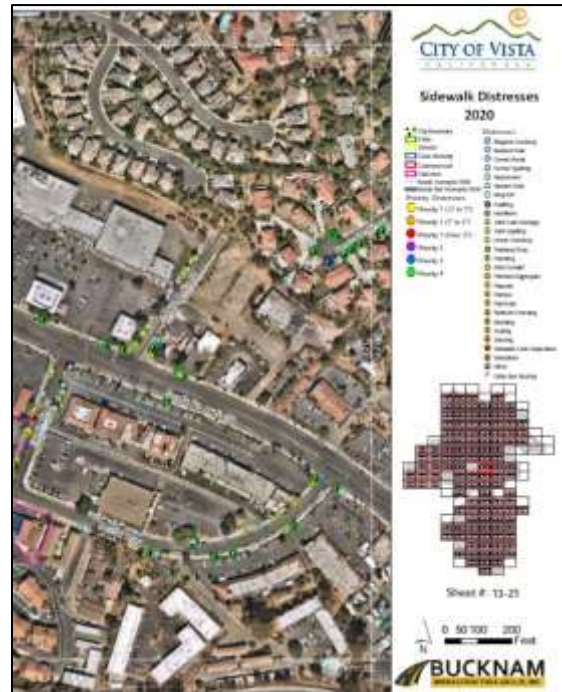
- ❖ Perform sidewalk data collection through the use of GPS handheld technologies;
 - This creates an accurate GIS/GPS database for each found distress location;
 - Section limits will match the defined MicroPAVER Section ID’s
- ❖ Import sidewalk GIS data into the City’s existing GIS Enterprise program for data analysis, reporting and management

Deliverable: Defined Master GIS Project file (.mxd); Sidewalk / C&G location map.

TASK 4: Conduct Sidewalk Inspections / Reporting

Once the street/sidewalk segmentation has been assessed and verified, the inspection of approximately 312 miles of sidewalk segments will be performed (based on 195 miles of streets with 80% of segments having sidewalks on both sides). Our survey methodology will include the following approach:

1. **Walking / GPS Handheld** - Defined sections will be surveyed utilizing a walking methodology. Distress locations and types will be collected based upon actual surface conditions found and physical characteristics of the site. Surveying will identify distress locations of sidewalk by GPS coordinates. Our staff will be following the current sidewalk survey methodology (see below).



FY 2022-23 Sidewalk Management Program Contract:

- **312 miles of sidewalk inspections (Arterials, Collectors and Locals)**

Scope of Work



We have included the typical Priority distress limits (repair criteria), which are demonstrated below; these recommendations will be discussed prior to survey:

- **Priority 1** – (Very Poor), Locations that have a condition of Very Poor or any location which the field technician considers to be an immediate serious safety concern
 - Typically trip, separation, spalling, raised/depressed slab distress areas that are 2” or greater in occurrence
- **Priority 2** – (Poor to Fair), Locations that have a condition of Poor to Fair of where the field technician determines that a problem is not an immediate safety concern
 - Typically trip, separation, spalling, raised/depressed slab distress areas that are 1” to 2” in occurrence
- **Priority 3** – (Fair to Good), Locations that have a condition of Fair to Good or where the problem is not a safety risk
 - Typically trip, separation, spalling,, raised/depressed slab distress areas that are ½” to 1” in occurrence
 - Other obvious crushed or deteriorated locations shall be identified
- **Sensitive Area** – for “high risk locations” (i.e. schools, churches, city facilities, parks, commercial centers, etc.) where pedestrian traffic is high

We welcome staff members from the City of Lakewood to join our surveys.

Our use of mobile **GPS Handheld/Tablet units allows our staff to collect sidewalk distress data with the City of Lakewood’s sidewalk database live in the field.** At the end of the day collected data is transferred to our office for management and quality control. We can produce Sidewalk GIS Distress locations at any time during the survey for City QC and/or review.

Section Distress and Condition Reporting

Bucknam will generate periodic Sidewalk Location/Distress Reports for City staff review. The City and our staff will review these reports to ensure that defined inventory data is being collected efficiently and the project is running smoothly.

ID	Shape *	NAME	ID	SIZE	TREE	TYPE	ST SIDE	LENGTH FT	AREA SF	RECOMMEND	TRIP FALL	COMMENTS
1323	Point	ESHELMAN AVE	132	Greater than 1 inch	Yes	Displaced Slab	East	4	0	Good	High	
1324	Point	ESHELMAN AVE	132	Greater than 1 inch	No	Depressed Slab	East	0	220	Replace	High	
1325	Point	ESHELMAN AVE	132	Less than 1 inch	No	Linear Crack	East	4	0	N/A	N/A	
1326	Point	ESHELMAN AVE	132	Greater than 1 inch	Yes	Displaced Slab	East	4	0	Good	High	
1327	Point	ESHELMAN AVE	132	Less than 1 inch	No	Depressed Slab	East	0	22	Replace	Low	
1328	Point	ESHELMAN AVE	132	Less than 1 inch	Yes	Linear Crack	East	5	0	Good	Low	
1329	Point	ESHELMAN AVE	132	Less than 1 inch	No	Crushed Slab	East	0	15	Replace	N/A	
1330	Point	ESHELMAN AVE	133	Greater than 1 inch	No	Displaced Slab	East	4	0	Good	High	
1331	Point	ESHELMAN AVE	133	Greater than 1 inch	No	Joint spalling	East	1	0	N/A	High	
1332	Point	ESHELMAN AVE	133	Greater than 1 inch	No	Displaced Slab	East	4	0	Good	High	
1333	Point	ESHELMAN AVE	133	Less than 1 inch	No	Joint spalling	East	2	0	N/A	N/A	
1334	Point	ESHELMAN AVE	133	Greater than 1 inch	Yes	Displaced Slab	East	0	25	Replace	High	
1335	Point	ESHELMAN AVE	133	Less than 1 inch	No	Linear Crack	East	0	0	N/A	N/A	
1336	Point	ESHELMAN AVE	133	Less than 1 inch	Yes	Displaced Slab	East	4	0	Good	Low	
1337	Point	ESHELMAN AVE	133	Greater than 1 inch	Yes	Displaced Slab	East	4	0	Good	High	replace immediately

Sample screenshots of Sidewalk Inventory report and GIS output

Deliverable: Master GIS Project file (.mxd); Sidewalk GIS distress map, sidewalk / C&G location map.

Scope of Work



TASK 5: Maintenance & Repair Recommendations / Budgetary Analysis

The primary emphasis of this task is to maximize the scheduling of available sidewalk maintenance revenues using the most cost-effective strategies available. Bucknam will meet with staff to discuss the sidewalk maintenance activities that are currently being used by the City.

Based on these current AC & PCC applications, we will provide the City with planning/financial analysis and M&R recommendations for their review, consideration and City approval.

Final Sidewalk reports, GIS maps and MyRoads® deliverables will include:

- **A Sidewalk M&R recommendation report and GIS map**
 - Prioritize maintenance based on City schedules available budgets, zone order, priority distress values
 - Identify potential deferred maintenance values for sections, ranks, network
- Identification of street segments in a continuous manner (W to E and S to N);
- Sidewalk locations identified within street segments;
- GIS maps identifying sidewalk distress locations;
- Citywide Sidewalk/C&G Map Atlas Book
- Publication of final GIS data within the City’s GIS Enterprise
- Publication of sidewalk data with Lakewood’s MyRoads® PMP web-portal (see image below)



Deliverable: Citywide Sidewalk Distress Reports (50% and 100% status reports); project summary findings, final GIS files (.mxd, .shp) recommended repairs; GIS Distress/Deficiency Atlas Map Book.

Scope of Work



REQUESTED ADDITIONAL ASSET DATA COLLECITON - OPTIONAL

(Curb Ramps, Street Striping, Roadway Signs)

TASK 6: Establishment of ROW Asset Inventories and Attributes

Per the City's request, Bucknam has been asked to digitize/locate curb ramps, street striping and roadway signs throughout the City. This work will be performed in conjunction with our Sidewalk Inventory processes. By utilizing the City's high-resolution aerial imagery, street-view technology resources, automated roadway imaging technology and GIS digitization to collect these street/ROW assets. Bucknam will be supported by Envision Geospatial through their automated roadway inventory technology.

Prior to survey all asset attribute definitions/metrics will be submitted to the City for review and approval. General conditions will be collected during our field inventories and our findings and recommendations will be submitted as part of the Asset Management Report.

Bucknam will deliver unique curb ramp, street striping and sign GIS layers in ESRI GIS format and ensure that each layer is published within the City's GIS Enterprise. General quantity summary findings will be delivered as well as a citywide traffic control asset map book.

TASK 7: Roadway Imaging and Feature Extraction

To accomplish the signs, ADA Ramps, and street striping & legends inventories, Bucknam will perform a digital roadway imaging/drive effort utilizing Envision Geospatial technology services. All collected street/ROW imagery will be provided in appropriate state plane coordinates while being collected in one continuous pass. Our team will capture street-level imagery using GPS enabled cameras mounted in cars and take sequential photographs while driving. This capture, using photogrammetric methods, will create a 3D point cloud that generates the initial object locations. We will then use Artificial Intelligence (AI) object detection technology to identify each sign or other street feature in the photos, and then triangulate each object's position between multiple photos. Each detected object location will then be converted to GIS format. High-resolution aerial imagery will also be used to further map and identify linear features and cross-check point feature to ensure quality control.

This effort will not only allow the identified asset surveys to be completed but will enable the City to perform future inventories for additional street & right-of-way assets, key ROW elements and other utilities with only one survey drive (i.e., catch basins, manholes, curb markings, etc.). All digital imagery becomes property of the City.

Each asset location will be represented with a GPS point or polyline based on the assets definition. An Image Link is included for each asset to provide visual assessment. All inspection data is captured within the Feature Extraction software and exported to ESRI GIS Enterprise software for quality control and review. All data collected can easily be exported into Excel and GIS Software such as ArcGIS Online or QGIS.

We perform quality control to ensure that asset locations are being displayed properly within the City's GIS environment. We will make sure that all assets are projected with the proper coordinate and projection system.

Scope of Work



TASK 7a: Sign Inventory

Data collection efforts, performed by Bucknam-Envision Geospatial, will include Warning, Regulatory, Guide, Street Name and City Specialty signs. We have included below the typical sign and traffic control attributes collected during our surveys:

- Location
- Street Name
- Unique Sign ID
- MUTCD Code
- Pole ID
- Post/Support Structure Type
- Post Count
- Sign Grouping and Count (per pole)
- Sign Size
- Sign Height
- Sign Text
- Cross Street
- Physical Condition Type (Good, Fair, Poor)
- Standardized Comments (missing sign, bent pole, etc.)
- Latitude and Longitude locations

TASK 7b: ADA Ramp Inventory

Data collection efforts, performed by Bucknam, will include all ADA ramp locations that are along sidewalks within the City's ROW. We have included below the typical ADA Ramp attributes collected during feature extraction:

- Location
- Truncated Domes (Y/N)
- Street Name
- Cross Street
- Image Link

TASK 7c: Street Striping and Legend Inventory

Data collection efforts, performed by Bucknam, will include recording all street striping (polylines) and street legends (points). We have included below the typical street striping and street legend attributes collected during feature extraction:

Street Striping

- Location
- Style: Solid, Dashed, Dotted, Double Solid, Solid and Dashed
- Color: White, Yellow
- Image Link

Scope of Work



Street Legends

- Location
- Type: Yield, Stop with Bar, Ped Xing, Crosswalks, Turn Arrow, Speed Limit, More...
- Cross Street
- Condition
- Standardized Comments (missing sign, bent pole, etc.)
- Image Link

TASK 8: Establishment of Extracted Features QA/QC Plan

We will use a commonsense approach for determining completeness and accuracy of the signs, ADA Ramps and the street striping and legends datasets to identify missing or incorrect attributes and spatial inaccuracies. This process will involve utilizing aerial imagery, Street View software, and field visits as required to ensure high data integrity.

It is our understanding the City is currently managing their GIS data through ESRI's ArcMap/ArcGIS Online software. Bucknam will provide the data to the City in the proper format to ensure its validity and use. This will be completed by working with current GIS/IT staff.

Project Deliverables: Executive Summary Reports, GIS files (Geodatabase or Shapefile), Excel Spreadsheets and Map Atlas PDFs

Scope of Work



Proposed Fee

Task Items 1 thru 8 can be accomplished on a **time and materials, not-to-exceed basis** in accordance with the standard hourly rate schedule attached. Our not-to-exceed amount is \$77,084; we have included additional line item costs for the Optional Services as well. All tasks below are negotiable.

Bucknam Infrastructure Group - Detailed Labor and Fee Breakdown											
City of Lakewood, CA											
2022-2023 Sidewalk - ROW Management Program Services											
PROPOSED FEE/PAYMENT FEE SCHEDULE											
Bucknam Infrastructure Group - PROJECT FEE BY TASK BY PERSONNEL											
Task Description	Project Principal-in-Charge	Project Manager	Discipline 1				QA/QC	Clerical / Administrative	TOTAL HOURS Bucknam	TOTAL FEE Bucknam	
			GIS Manager	GIS Analyst	Senior Technician	Field Technician					
Burdened Hourly Rate	\$ 295.00	\$ 190.00	\$ 150.00	\$ 145.00	\$ 145.00	\$ 98.00	\$ 98.00	\$ 85.00			
FISCAL YEAR 2022-23: Sidewalk Management Program (SMP) Services											
Task 1	Kickoff Meeting - Project Status Meetings		3	2		4			9	\$ 1,465.00	
Task 2	Sidewalk GIS - Inspection Criteria - Priorities	1	2	4		4			15	\$ 2,257.00	
	Digitization of Sidewalk Network		2			8	148	8	166	\$ 16,838.00	
Task 3	Sidewalk Curb & Gutter Management Database		2	8		8			18	\$ 2,750.00	
Task 4	Conduct Sidewalk / Curb & Gutter Inspections (312 miles)		6	4		16	380	36	444	\$ 45,028.00	
Task 5	Maintenance & Repair Recommendations / Budgetary Analysis		16	4		16		2	40	\$ 6,400.00	
	SUBTOTAL	1	31	22	0	56	528	48	688	\$ 74,744.00	
Other Direct Costs											
All Tasks	Reimbursable (mileage, materials, equipment)									\$ 2,340.00	
	SUBTOTAL									\$ 2,340.00	
	TOTAL BASE FEE									\$ 77,084.00	
OPTIONAL FISCAL YEAR 2022-24: Right-of-Way Services											
	Additional Asset Data Collection										
Task 6	Establishment of ROW Asset Inventories and Attributes (Bucknam)		2	8	4	12				\$ 3,910.00	
Task 7	Roadway Imaging and Feature Extraction (Bucknam-Envision Geospatial)									\$ 9,950.00	
	Field Set-up, Mobilization and GPS Network Creation									\$ 2,750.00	
Task 7a	Sign Inventory (Bucknam-Envision Geospatial)									\$ 12,500.00	
Task 7b	ADA Ramp Inventory (Bucknam)									\$ 7,450.00	
Task 7c	Street Striping and Legend Inventory (Bucknam)									\$ 14,400.00	
Task 8	Establishment of Extracted Features QA/QC Plan (Bucknam)		2	24	24	8		28		\$ 11,374.00	
	SUBTOTAL									\$ 62,334.00	
	TOTAL ESTIMATED FY 2022-2023 COSTS (Total includes Base & Optional cost items)									\$139,418.00	

Should the City desire to increase the service level above the task description outlined above for the Task 1 thru 8 or require other services not described herein, a fee adjustment would be negotiated and mutually agreed upon by both parties.

Proposed Schedule

Task	Date
Project Kick-off	February, 2023
Establishment of Inspection Criteria/Priorities	February, 2023
Development of Sidewalk Management Database	February - March, 2023
Conduct Sidewalk Inspections	March - June, 2023
- Sidewalk Inventory Reporting	June, 2023
Delivery of Final Project documents	June, 2023

Scope of Work



Standard Hourly Rate Schedule

<u>Category</u>	<u>Rate</u>
Principal	\$ 295
Senior Project Manager	215
Infrastructure Management Project Manager	195
Senior Engineer / Planner	195
Management Analyst	170
Project Engineer / Planner	160
GIS Manager	150
Assistant Engineer / GIS Analyst /Senior Technician	145
Administrative Assistant	105
Field Technician	98
Clerical / Word Processing	85
Forensic Services	Quote
<u>Reimbursables</u>	
Mileage	\$0.75/mile
Subconsultant Services	Cost + 15%
Reproduction	Cost + 15%
Travel & Subsistence	Cost + 15%
Fees & Permits	Cost + 15%
Computer Services (External)	Cost + 15%

Rates Effective 1/1/23



3548 Seagate Way, Suite 230
Oceanside, CA 92056
T: (760) 216-6529
www.bucknam-inc.com

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Routine Items

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

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COUNCIL AGENDA

February 14, 2023

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				
	Marcio Garcia	Park Maintenance Worker	10A	2/06/2023
	Priscilla Reyes	Administrative Clerk	08A	2/05/2023
B. Changes				
	None			
C. Separations				
	None			
2. PART-TIME EMPLOYEES				
A. Appointments				
	Jose Govea	Audio Video Associate	B	1/24/2023
	Angel Rocha	Maintenance Trainee	B	1/23/2023
B. Changes				
	Aimee McSparren	Recreation Leader II Community Services Leader III	A to B	2/05/2023
	Santiago Montano	Management Trainee I Management Trainee II	B to B	1/08/2023
C. Separations				
	Gerald Dixon	Community Services Officer	B	1/17/2023


Thaddeus McCormack
City Manager

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**CITY OF LAKEWOOD
FUND SUMMARY 1/26/2023**

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

1010	GENERAL FUND	198,424.26
1015	SPECIAL OLYMPICS	183.06
1020	CABLE TV	1,732.46
1025	AMERICAN RESCUE PLAN	4,140.00
1030	CDBG CURRENT YEAR	2,166.66
1050	COMMUNITY FACILITY	8,981.65
1500	MISC-SPECIAL REVENUE FUND	1.05
1623	LA CNTY MEASURE W	3.41
1640	BEV CONTAINER REC GRANT	123.00
3001	CAPITAL IMPROV PROJECT FUND	12,480.00
3070	PROPOSITION "C"	412.47
5010	GRAPHICS AND COPY CENTER	1,115.03
5020	CENTRAL STORES	3,106.48
5030	FLEET MAINTENANCE	1,665.34
7500	WATER UTILITY FUND	33,219.49
8020	LOCAL REHAB LOAN	3,850.44
8030	TRUST DEPOSIT	219.50
		271,824.30

Council Approval

_____ Date

_____ City Manager

Attest

_____ City Clerk

_____ Director of Finance and Administrative Services

**CITY OF LAKEWOOD
SUMMARY CHECK REGISTER**

CHECK DATE	VENDOR NAME	CHECK AMOUNT
01/26/2023	ADVANTAGE MAILING. LLC	3,994.61
01/26/2023	AIRE RITE A/C & REFRIGERATION INC	1,004.46
01/26/2023	ALAN'S LAWN AND GARDEN CENTER. INC.	2,143.23
01/26/2023	ALLIED REFRIGERATION INC	94.14
01/26/2023	AMAZON CAPITAL SERVICES. INC.	485.93
01/26/2023	AMERICAN TRUCK & TOOL RENTAL INC	5,921.15
01/26/2023	B & H FOTO & ELECTRONICS CORP	346.85
01/26/2023	BROADCAST MUSIC INC	839.00
01/26/2023	BRENNTAG PACIFIC INC	4,851.99
01/26/2023	BROWN. BONNIE	245.05
01/26/2023	C A C E 0	148.00
01/26/2023	CALIF. STATE DISBURSEMENT UNIT	157.38
01/26/2023	CALIF STATE FRANCHISE TAX BOARD	25.00
01/26/2023	CALIFORNIA DEPARTMENT OF	9,448.00
01/26/2023	CERRITOS. CITY OF	9,401.14
01/26/2023	CINTAS CORPORATION	157.38
01/26/2023	CAMERON WELDING SUPPLY	171.17
01/26/2023	COMMUNITY FAMILY GUIDANCE CTR	708.33
01/26/2023	D&J INTERNATIONAL INC	1,284.41
01/26/2023	DELL MARKETING LP	2,882.34
01/26/2023	G2 CONSTRUCTION INC	12,480.00
01/26/2023	GIACHELLO. LENNY	243.75
01/26/2023	GLASBY MAINTENANCE SUPPLY CO	109.72
01/26/2023	GOLDEN STATE WATER COMPANY	7,265.13
01/26/2023	GRAINGER W W INC	659.18
01/26/2023	HEATON. KATHRYN	162.50
01/26/2023	FLORES DAVID	6,000.00
01/26/2023	HOME DEPOT	3,197.01
01/26/2023	HUMAN SERVICES ASSOCIATION	750.00
01/26/2023	JCL TRAFFIC SERVICES	400.00
01/26/2023	KOSMONT & ASSOCIATES. INC.	15,000.00
01/26/2023	KWIK-COVERS	127.03
01/26/2023	LAKEWOOD. CITY OF	200.00
01/26/2023	LIEBERT CASSIDY WHITMORE	1,888.30
01/26/2023	LIFTECH ELEVATOR SERVICES INC	426.00
01/26/2023	LA COUNTY DEPT OF PUBLIC WORKS	15,553.55
01/26/2023	LA COUNTY DEPT OF PUBLIC WORKS	70,709.45
01/26/2023	MANAGED HEALTH NETWORK	355.30
01/26/2023	MC CROMETER INC	7,251.89
01/26/2023	MICHAEL BAKER INTERNATIONAL. INC.	9,520.00
01/26/2023	MORRIS. JOHN	545.00
01/26/2023	CRON. ASHLEY	9,228.00
01/26/2023	NOVAK. NORA	150.00
01/26/2023	OCAJ INC	19.00

**CITY OF LAKEWOOD
SUMMARY CHECK REGISTER**

CHECK DATE	VENDOR NAME	CHECK AMOUNT
01/26/2023	ODP BUSINESS SOLUTIONS. LLC	709.99
01/26/2023	DY-JO CORPORATION	570.00
01/26/2023	PATHWAYS VOLUNTEER HOSPICE	708.33
01/26/2023	JOYCE LOU. INC.	374.61
01/26/2023	PIERSON. JEREMY L.	321.60
01/26/2023	RAYVERN LIGHTING SUPPLY CO INC	708.65
01/26/2023	F & S FOOD SERVICES. INC.	2,828.19
01/26/2023	S & J SUPPLY CO	2,680.89
01/26/2023	SERVICEWEAR APPAREL INC.	321.22
01/26/2023	SMART & FINAL INC	8.33
01/26/2023	SO CALIF SECURITY CENTERS INC	25.73
01/26/2023	SPENCER. GORDON	150.00
01/26/2023	SPICERS PAPER INC	1,036.58
01/26/2023	STEPHENS. ERIC	96.20
01/26/2023	TGIS CATERING SVCS INC	729.75
01/26/2023	TURF STAR	272.78
01/26/2023	TW ASSOCIATES	908.18
01/26/2023	U S BANK NATIONAL ASSOCIATION	41,003.55
01/26/2023	WATER SYSTEM SERVICES LLC	195.00
01/26/2023	WATERLINE TECHNOLOGIES INC	4,050.91
01/26/2023	WAXIE ENTERPRISES INC	420.70
01/26/2023	WEAKS. TIERRA	300.00
01/26/2023	WESTERN WATER WORKS SUPPLY CO	321.33
01/26/2023	WYNN. LAKYN	65.00
01/26/2023	AIR-TIME HVAC	3,400.00
01/26/2023	ALDRIDGE. DIRK	50.00
01/26/2023	BALINGIT. ARIA	14.85
01/26/2023	BELLOMO. STEVE & LORI	181.44
01/26/2023	BENSON. COLIN	40.00
01/26/2023	BOYD. MARSHAY	250.00
01/26/2023	BROWN. STANLEY	250.00
01/26/2023	CERVANTES. ANA	10.00
01/26/2023	ERE INSPECTIONS	250.00
01/26/2023	GALLEGOS. VERENA	14.85
01/26/2023	GREEN. ASHLEY BLAIR	50.00
01/26/2023	GUADRON. RAFAEL	100.00
01/26/2023	GUTIERREZ. SAMANTHA	14.85
01/26/2023	MAROUZ JR. MARTIN	180.00
01/26/2023	MCWEENEY. KERRY	51.42
01/26/2023	MIRANDA. ALICIA	132.00
01/26/2023	NOBLE. MALINDSEY	250.00
01/26/2023	OROZCO. JESUS	250.00
01/26/2023	PEREZ. CESAR E	549.30
01/26/2023	PURNELL. JENNY	100.00

**CITY OF LAKEWOOD
SUMMARY CHECK REGISTER**

<u>CHECK DATE</u>	<u>VENDOR NAME</u>	<u>CHECK AMOUNT</u>
01/26/2023	SCHMALZ. ADAM	250.00
01/26/2023	SOTO. LUNA	14.85
01/26/2023	THOMAS. ZACK	48.00
01/26/2023	VILLALOBOS. JENNIFER	14.85
	Total:	271,824.30

**CITY OF LAKEWOOD
SUMMARY ACH/WIRE REGISTER JANUARY 2023**

ACH date	Amount	Recipient	Purpose	Period
1/3/23	\$23,988.24	Housing Successor Agency	Rehab Loan Payment Transfer	Jan 2023
1/4/23	\$875.00	Meals on Wheels	Monthly Contribution	Nov 2022
1/5/23	\$118,792.65	CalPERS	Employee Medical Premiums	Jan 2023
1/5/23	\$105,315.06	CalPERS	Payroll - Retirement Plan	Dec 11-24, 2022
1/6/23	\$4,461.65	CalPERS	Payroll - Retirement Plan	Jan 2023
1/6/23	\$2,250.00	CalPERS	GASB 68 Reporting Services	Jan 2023
1/11/23	\$107,316.34	IRS via F&M	Payroll - Federal Taxes	Dec 25-Jan 7, 2023
1/11/23	\$555,301.66	Various	Employee Payroll	Dec 25-Jan 7, 2023
1/12/23	\$3,460.00	F&A Fed C/U	Payroll - Employee Deposits	Dec 25-Jan 7, 2023
1/12/23	\$6,050.00	Southland C/U	Payroll - Employee Deposits	Dec 25-Jan 7, 2023
1/12/23	\$31,842.85	EDD	Payroll - State Taxes	Dec 25-Jan 7, 2023
1/13/23	\$250.62	The Technology Depot	Communications Services 1 of 2	Jan 2023
1/13/23	\$1,861.42	MidAmerica	Retiree Medical Benefit	Dec 25-Jan 7, 2023
1/13/23	\$14,871.54	VOYA	Payroll -Deferred Compensation	Dec 25-Jan 7, 2023
1/13/23	\$3,425.00	PARS via U.S. Bank	Payroll - Retirement Plan 1 of 2	Dec 25-Jan 7, 2023
1/13/23	\$4,627.04	PARS via U.S. Bank	Payroll - Retirement Plan 2 of 2	Dec 25-Jan 7, 2023
1/13/23	\$32,675.70	VOYA	Payroll - Deferred Compensation	Dec 25-Jan 7, 2023
1/13/23	\$27,380.32	PARS via U.S. Bank	Payroll-Retirement Plan	Jan 2023
1/18/23	\$25,587.80	MidAmerica	Retiree Medical Benefit	Jan 2023
1/19/23	\$5,000,000.00	CAMP	City Investment Deposit	Jan 2023
1/20/23	\$3,292.41	The Technology Depot	Communications Services 2 of 2	Jan 2023
1/23/23	\$5,500,000.00	CAMP	City Investment Deposit	Jan 2023
1/25/23	\$104,850.92	CalPERS	Payroll - Retirement Plan	Dec 25-Jan 7, 2023
1/25/23	\$99,960.75	IRS via F&M	Payroll - Federal Taxes	Jan 8-21, 2023
1/25/23	\$576,019.78	Various	Employee Payroll	Jan 8-21, 2023
1/25/23	\$63,688.17	City Light & Power	Street Lighting Services	Jan 2023
1/26/23	\$3,460.00	F&A Fed C/U	Payroll - Employee Deposits	Jan 8-21, 2023
1/26/23	\$6,050.00	Southland C/U	Payroll - Employee Deposits	Jan 8-21, 2023
1/26/23	\$28,130.78	EDD	Payroll - State Taxes	Jan 8-21, 2023
1/26/23	\$2,934.69	MidAmerica	Retiree Medical Benefit	Jan 8-21, 2023
1/26/23	\$11,775.98	VOYA	Payroll -Deferred Compensation	Jan 8-21, 2023
1/26/23	\$7,757.50	PARS via U.S. Bank	Payroll - Retirement Plan 1 of 1	Jan 8-21, 2023
1/26/23	\$32,103.70	VOYA	Payroll - Deferred Compensation	Jan 8-21, 2023
1/26/23	\$5,000,000.00	CAMP	City Investment Deposit	Jan 2023
1/27/23	\$7,000,000.00	CAMP	City Investment Deposit	Jan 2023
1/30/23	\$2,450.00	LCEA	Employee Paid Dues	Dec 2022
1/30/23	\$875.00	Meals on Wheels	Monthly Contribution	Dec 2022
1/30/23	\$608.67	PARS via U.S. Bank	Payroll - Retirement Plan	Jan 2023

Council Approval

Date

City Manager

Attest:

City Clerk

Director of Finance & Administrative Services

**CITY OF LAKEWOOD
FUND SUMMARY 2/2/2023**

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

1010	GENERAL FUND	323,999.57
1020	CABLE TV	419.97
1025	AMERICAN RESCUE PLAN	6,274.56
1050	COMMUNITY FACILITY	12,679.66
1622	LA CNTY MEASURE M	593.79
3000	AIR QUALITY IMPROVEMENT	37,160.95
3070	PROPOSITION "C"	134.98
5010	GRAPHICS AND COPY CENTER	1,231.49
5020	CENTRAL STORES	2,013.38
5030	FLEET MAINTENANCE	4,644.32
7500	WATER UTILITY FUND	120,263.31
		<hr/> 509,415.98

Council Approval

_____ Date

_____ City Manager

Attest

_____ City Clerk

_____ Director of Finance and Administrative Services

**CITY OF LAKEWOOD
SUMMARY CHECK REGISTER**

CHECK DATE	VENDOR NAME	CHECK AMOUNT
02/02/2023	PERRIS FENCE & SUPPLY	24.20
02/02/2023	AFFORDABLE GENERATOR SERVICE. INC.	462.72
02/02/2023	ALL CITY MANAGEMENT SERVICES. INC.	10,011.60
02/02/2023	ALLIED REFRIGERATION INC	352.17
02/02/2023	AMAZON CAPITAL SERVICES. INC.	9,411.55
02/02/2023	ARC DOCUMENT SOLUTIONS. LLC	186.71
02/02/2023	ATALLA. IBRAHIM	175.50
02/02/2023	AUTOZONE PARTS INC	15.42
02/02/2023	B&M LAWN AND GARDEN INC	50.09
02/02/2023	BACKFLOW APPARATUS & VALUE COMPANY	119.07
02/02/2023	BEGINNERS EDGE SPORTS TRAINING. LLC	2,450.80
02/02/2023	BIOMETRICS4ALL INC	18.75
02/02/2023	TWO SHELLS ENTERPRISES INC.	120.00
02/02/2023	FESTIVAL FUN PARKS INC	2,658.06
02/02/2023	BREA. CITY OF	30,612.50
02/02/2023	CAMERON WELDING SUPPLY	65.41
02/02/2023	CARTER. CHARLES	84.37
02/02/2023	SEMA. INC.	262.71
02/02/2023	CENTRAL BASIN MUNICIPAL WATER	1,800.00
02/02/2023	CINTAS CORPORATION	12.69
02/02/2023	CINTAS CORPORATION	157.38
02/02/2023	COCHICO. WILFRED Z	79.95
02/02/2023	CN SCHOOL AND OFFICE SOLUTIONS INC	643.82
02/02/2023	DAHLIN GROUP. INC.	12,795.00
02/02/2023	DE LAGE LANDEN FINANCIAL SERVICES	394.81
02/02/2023	DEKRA-LITE INDUSTRIES INC	67,555.39
02/02/2023	DISNEYLAND RESORT TICKET	19,760.00
02/02/2023	EMPLOYMENT DEVELOPMENT DEPT	4,832.00
02/02/2023	FONTELA. THAO	278.85
02/02/2023	GRAINGER W W INC	657.38
02/02/2023	HARA M LAWNMOWER CENTER	161.19
02/02/2023	HOME DEPOT	2,632.03
02/02/2023	JHM SUPPLY INC	68.83
02/02/2023	KICK IT UP KIDZ. LLC	403.00
02/02/2023	KIM. YVONNE	640.00
02/02/2023	LAKEWOOD. CITY WATER DEPT	41,446.02
02/02/2023	LANDCARE HOLDINGS INC	8,315.00
02/02/2023	LIFTECH ELEVATOR SERVICES INC	4,728.00
02/02/2023	LINCOLN EQUIPMENT INC	172.81
02/02/2023	LOS ANGELES CO SHERIFFS DEPT	15,048.50
02/02/2023	LA COUNTY DEPT OF PUBLIC WORKS	12,791.68
02/02/2023	MC ENROE. BARBARA	280.80
02/02/2023	MC MASTER-CARR SUPPLY CO	390.59
02/02/2023	MIEIR-KING. RICHARD	370.50

**CITY OF LAKEWOOD
SUMMARY CHECK REGISTER**

CHECK DATE	VENDOR NAME	CHECK AMOUNT
02/02/2023	O'REILLY AUTOMOTIVE STORES INC	1,807.35
02/02/2023	ORANGE COUNTY TANK TESTING INC	195.00
02/02/2023	OROZCO'S AUTO SERVICE INC	207.68
02/02/2023	UAG CERRITOS I. LLC	37,160.95
02/02/2023	LC PRINGLE SALES INC.	3,671.33
02/02/2023	PUREFLOW FILTRATION DIV OF CALIF	3,328.63
02/02/2023	RAYVERN LIGHTING SUPPLY CO INC	1,006.99
02/02/2023	READWRITE EDUCATIONAL SOLUTIONS INC	261.30
02/02/2023	S & J SUPPLY CO	999.81
02/02/2023	SAFETY-KLEEN CORP	338.50
02/02/2023	SAN JUAN. CLYDE J	418.60
02/02/2023	SO CALIF SECURITY CENTERS INC	21.90
02/02/2023	SOLID SURFACE CARE. INC.	2,412.10
02/02/2023	SOUTHERN CALIFORNIA EDISON CO	68,713.66
02/02/2023	SOUTHWEST PATROL INC.	15,252.00
02/02/2023	CHARTER COMMUNICATIONS HOLDINGS. LLC	4,316.76
02/02/2023	SPICERS PAPER INC	573.97
02/02/2023	STAPLES. INC.	109.81
02/02/2023	T-MOBILE USA. INC	61.60
02/02/2023	TGIS CATERING SVCS INC	95.00
02/02/2023	THE RINKS-LAKEWOOD ICE	676.00
02/02/2023	TUMBLE-N-KIDS. INC	9,048.00
02/02/2023	TURF STAR	1,274.98
02/02/2023	USA BLUE BOOK A DIVISION OF	860.60
02/02/2023	VARSITY BRANDS HOLDING CO INC	116.42
02/02/2023	VERITIV OPERATING COMPANY	244.62
02/02/2023	CELLCO PARTNERSHIP	10,038.15
02/02/2023	WALTERS WHOLESALE ELECTRIC CO	566.62
02/02/2023	WAMBA. DIANE B.	320.45
02/02/2023	WATANABE. BRYCE	509.60
02/02/2023	WATERSMART SOFTWARE. INC.	55,517.00
02/02/2023	WAXIE ENTERPRISES INC	752.65
02/02/2023	WEAKS. TIERRA	250.00
02/02/2023	WEST COAST ARBORISTS INC	27,973.00
02/02/2023	WESTERN EXTERMINATOR CO	70.25
02/02/2023	WHITE HOUSE FLORIST INC	281.14
02/02/2023	WORTHINGTON FORD	11.39
02/02/2023	ANDRADE. ALMA	250.00
02/02/2023	ANSARI. ANUM	250.00
02/02/2023	DODSON. PORSHA	250.00
02/02/2023	HAYWOOD. LASHAWN	240.00
02/02/2023	JDF CONSTRUCTION	228.24
02/02/2023	LY. SAMNANG	250.00
02/02/2023	SHORTER. CHANEL	250.00

**CITY OF LAKEWOOD
SUMMARY CHECK REGISTER**

<u>CHECK DATE</u>	<u>VENDOR NAME</u>	<u>CHECK AMOUNT</u>
02/02/2023	WASHINGTON. RODRIGO	22.08
02/02/2023	DEPT OF MOTOR VEHICLES	4,714.00
	Total:	509,415.98

**CITY OF LAKEWOOD
FUND SUMMARY 2/9/2023**

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

1010	GENERAL FUND	278,105.31
1025	AMERICAN RESCUE PLAN	3,965.00
1030	CDBG CURRENT YEAR	3,249.34
1050	COMMUNITY FACILITY	655.97
1070	RETIREE BENEFITS	2,400.00
1621	LA CNTY MEASURE R	26,336.06
1623	LA CNTY MEASURE W	2,662.00
1740	STATE PARK BOND ACT 2000	251.45
3001	CAPITAL IMPROV PROJECT FUND	8,478.83
3060	PROPOSITION "A"	18,505.00
5020	CENTRAL STORES	1,775.24
5030	FLEET MAINTENANCE	2,615.80
7500	WATER UTILITY FUND	32,553.73
8030	TRUST DEPOSIT	6,231.77
		<hr/>
		387,785.50

Council Approval

_____ Date

_____ City Manager

Attest

_____ City Clerk

_____ Director of Finance and Administrative Services

**CITY OF LAKEWOOD
SUMMARY CHECK REGISTER**

CHECK DATE	VENDOR NAME	CHECK AMOUNT
02/09/2023	ADAMS-HILLERY SHARRON	3,224.58
02/09/2023	AEF SYSTEMS CONSULTING, INC.	3,965.00
02/09/2023	AGRI-TURF DISTRIBUTING	974.98
02/09/2023	ALESHIRE & WYNDER LLP	3,439.50
02/09/2023	AMAZON CAPITAL SERVICES, INC.	498.36
02/09/2023	ARC DOCUMENT SOLUTIONS, LLC	1,254.92
02/09/2023	N. HARRIS COMPUTER CORPORATION	18,627.28
02/09/2023	BANNER BANK	500.00
02/09/2023	BAY AREA DRIVING SCHOOL, INC.	65.00
02/09/2023	BEAR COMMUNICATIONS INC	2,615.80
02/09/2023	BIOMETRICS4ALL INC	960.00
02/09/2023	BROEKER, CANDACE	45.50
02/09/2023	CALIF. STATE DISBURSEMENT UNIT	157.38
02/09/2023	CALIF STATE FRANCHISE TAX BOARD	140.94
02/09/2023	CANYON SPRINGS ENTERPRISES	9,500.00
02/09/2023	CINTAS CORPORATION	157.38
02/09/2023	CORELOGIC, INC.	74.25
02/09/2023	DELTA DENTAL INSURANCE COMPANY	901.64
02/09/2023	DELTA DENTAL OF CALIFORNIA	6,954.65
02/09/2023	DIRECTV INC	994.88
02/09/2023	DUNRITE PEST CONTROL INC.	260.00
02/09/2023	GONSALVES JOE A & SON	4,526.00
02/09/2023	GRAINGER W W INC	204.07
02/09/2023	HDL COREN & CONE	4,875.00
02/09/2023	HOME DEPOT	2,425.31
02/09/2023	HOSE-MAN THE	160.77
02/09/2023	JHM SUPPLY INC	151.98
02/09/2023	JONES RICHARD D. A PROF LAW CORP	3,082.86
02/09/2023	KICK IT UP KIDZ, LLC	195.00
02/09/2023	LAKEWOOD, CITY OF	100.00
02/09/2023	LEAGUE OF CALIFORNIA CITIES	24,057.00
02/09/2023	LONG BEACH CITY	1,643.61
02/09/2023	LONG BEACH PUBLIC TRANSPORTATION CO	18,505.00
02/09/2023	LOS ANGELES CO SHERIFFS DEPT	53,345.12
02/09/2023	LA COUNTY DEPT OF PUBLIC WORKS	8,691.55
02/09/2023	MARTIN MARIETTA MATERIALS, INC.	800.00
02/09/2023	NATIONAL UNION FIRE INSURANCE CO	444.55
02/09/2023	NESTLE WATERS NORTH AMERICA	142.63
02/09/2023	ODP BUSINESS SOLUTIONS, LLC	503.66
02/09/2023	US BANCORP ASSET MANAGEMENT, INC.	3,106.22
02/09/2023	READWRITE EDUCATIONAL SOLUTIONS INC	176.77
02/09/2023	SERVICEWEAR APPAREL INC.	106.92
02/09/2023	SHUSTER ADVISORY GROUP, LLC	2,400.00
02/09/2023	SITEONE LANDSCAPE SUPPLY, LLC	869.21

**CITY OF LAKEWOOD
SUMMARY CHECK REGISTER**

CHECK DATE	VENDOR NAME	CHECK AMOUNT
02/09/2023	SO CALIF SECURITY CENTERS INC	33.08
02/09/2023	MWB COPY PRODUCTS, INC.	115.76
02/09/2023	SOLID SURFACE CARE, INC.	974.75
02/09/2023	STANDARD INSURANCE CO UNIT 22	2,077.40
02/09/2023	STATE WATER RESOURCES CONTROL BOARD	2,662.00
02/09/2023	STEPHENS, ERIC	300.30
02/09/2023	SUPERIOR COURT OF CALIFORNIA	16,395.00
02/09/2023	THE RINKS-LAKEWOOD ICE	633.75
02/09/2023	TRANSAMERICA LIFE INSURANCE COMPANY	1,038.19
02/09/2023	TUMBLE-N-KIDS, INC	3,619.20
02/09/2023	UNITED WATER WORKS INC	3,786.08
02/09/2023	VERITIV OPERATING COMPANY	156.60
02/09/2023	VIGILANT SOLUTIONS, LLC	128,201.52
02/09/2023	VISION SERVICE PLAN	4,129.53
02/09/2023	WATERLINE TECHNOLOGIES INC	1,927.72
02/09/2023	WAXIE ENTERPRISES INC	645.94
02/09/2023	WESTERN EXTERMINATOR CO	373.75
02/09/2023	WILLDAN ASSOCIATES	33,494.66
02/09/2023	DONALDSON, ANITA	250.00
02/09/2023	JOHNSON, JEANETTE	250.00
02/09/2023	LABAUVE, SARADA	96.00
02/09/2023	MCCLAIN, VIRGIL	250.00
02/09/2023	MULHEARN, CATHERINE	250.00
02/09/2023	PEINADO, RAMON	72.00
02/09/2023	RODRIGUEZ, SUSY	132.00
02/09/2023	SUTTON, SAMANTHA	95.00
Total:		387,785.50

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COUNCIL AGENDA

February 14, 2023

TO: The Honorable Mayor and City Council

SUBJECT: Report of City Council Committees' Activities

INTRODUCTION

A brief update is provided for City Council review on the activities of the following standing committees: Capital Improvement Plan, Audit, and Park Development committees.

STATEMENT OF FACT

On November 14, 2022, the Capital Improvement Plan Committee met and discussed:

ARPA funds for design and construction of a second interconnection with City of Long Beach

In September 2021, the city approved \$860,000 of ARPA funds earmarked for emergency interconnections with Golden State Water Company, City of Cerritos and City of Bellflower. Since that time, Bellflower has completed drilling of a new water well, diminishing the need for an emergency connection with Lakewood. In addition, staff learned that Bellflower wells have exhibited poor water quality including PFOS. Staff recommends that funding previously earmarked for the Bellflower emergency interconnection be re-allocated to establish a second interconnection with the City of Long Beach.

The estimate of the interconnection with Long Beach is \$80,000, and includes \$16,000 for design and \$64,000 for the shared cost of construction. The benefits of the second interconnection with Long Beach include increased capacity for Lakewood to maximize its APA; additional revenues generated to offset projected lower demands now and in the future; and fostering interagency relationships for continued mutual benefits. Upon completion of the second interconnection, the city will receive approximately \$400,000 per year in water sales to Long Beach.

Facility Improvement Options

Dahlin Group presented options for the improvements at both Palms Community Center and Weingart Senior Center.

Update on Approved CIP Projects

Brief updates were given on the following projects already approved by the CIP committee:

- Electrical, HVAC, and Roof Improvements
- City Hall and The Centre Generator Modernization
- Mayfair Park Water Capture Project
- CD/PW Departments Counter and Shared Space Improvements
- City Hall Modular Building Update
- Rynerson Park Bridge Repairs
- The Centre Lighting and Ceiling Improvements

On December 5, 2022, the Audit Committee met and discussed:

Kenneth Pun (Partner at the Pun Group – the city's independent auditors) presented an overview of the firm's audit results, including a draft of the Annual Comprehensive Financial Report (ACFR) for the year ending June 30, 2022. Subsequently, staff provided a summary of the city's financial performance and a comparison with the city's 20-Year Plan (FY 2021 to FY 2040) developed in 2020 prior to the passage of Measure L. Additionally, staff presented information regarding the differences and similarities between the city's ACFR and the adopted budget. Staff presented a brief summary of the city's budget figures development process and the modified accrual basis of accounting. Committee Member Rogers asked Mr. Pun if there were any recommendations for improvement. He responded with one recommendation provided to staff: City staff should check selected vendors and contractors for good standing on the Federal database when using Federal funds on projects.

On January 12, 2023 the Park Development Committee met and discussed:

Update on Palms Park Community Center Renovation

The committee was presented the slide show, which was also presented for input at the Palms Park Renovation Community Meeting on Wednesday, December 14, 2022. The committee was updated with regard to community member feedback and status of the project. A City Manager's Report was circulated following the December 14 community meeting to inform the full council on the input from residents attending the meeting and the committee was reminded of these specific and directed comments.

Update on Weingart Senior Center Renovation

A slide show of the project plans that have been developed by Dahlin Group, the city's contracted architect, was displayed for the committee. The plans demonstrated the many improvements to be made to the center after having been worked through between the architect and staff over the last several months. Additionally, the committee was informed that a display board with the images from the slide show has also been posted at the senior center to solicit input on the designs and concepts from seniors at the facility.

Update on Playground Replacement at Biscailuz, Bloomfield and Mae Boyar Parks

The committee was updated on the status of three playground replacement projects for which plans were selected by the committee at the meeting of March 15, 2022. The Los Angeles County Measure A grant funds, which will fund these projects, are awaiting approval by the county. When the projects receive approval, staff are prepared to initiate purchase of equipment and begin site survey.

On January 30, 2023, the Capital Improvement Plan Committee met and discussed:

City Hall Improvements

The carpet and furniture at City Hall is aging and is past due for replacement. Staff asked Dahlin Group for a proposal, which includes architecture, furniture selection and procurement, and construction cost estimating services. The phases of work include pre-design and assessment, programming and concept design, and schematic design. The scope of work includes: regular on-site and virtual meetings with city staff; identifying priorities and needs for all departments; as-

built drawings; two conceptual floor plan options for each department for city review; schematic design options; a 3D massing model of each proposed area in the project; and product cutsheets and specifications for each package. Not included in the proposal is the design development, construction documents, plan check review, bidding assistance and construction administration phases. The total fee for the scope of work is \$88,500. Staff recommended appropriating \$100,000 from the CIP reserve in order to cover the expense of the proposal and associated expenses. The committee concurred, and the proposal will be presented for approval at the Feb. 14 City Council meeting.

Sidewalk Management Program – Bucknam Infrastructure Group, Inc.

Staff has requested a proposal from Bucknam Infrastructure Group for the proactive management of the city's existing sidewalk management program. The proposal includes creating and verifying a sidewalk GIS layer that includes the house address, street name, surface type (i.e. AC, brick, paver, PCC), location, vertical displacement, displacement ranges, distress type, sensitive locations or "high risk areas" (schools, parks, city facilities, etc.), trees (if distress is caused by a tree), utility box, length of distress, recommended work (grind, ramp, replace), microPAVER ID (unique ID that corresponds with the street GIS layer), field notes, and general comments. In addition, Bucknam will inspect and survey the sidewalks, and digitize and locate curb ramps, street striping and roadway signs throughout the city using LIDAR technology.

Bucknam will also include maintenance and repair (M&R) recommendations, planning and financial analysis, executive summary reports, GIS files, excel spreadsheets, and Map Atlas PDFs. The M&R report and GIS map will allow staff to prioritize maintenance based on the city's schedule, available budgets, zone order, and priority distress values. The total not-to-exceed amount for the proposal is \$139,418. There are available funds in Measure M and Measure R. The committee members concurred with staff's recommendation of presenting the proposal for approval at the Feb. 14 City Council meeting.

Mayfair Water Capture Project – Willdan Additional Services Proposal

Willdan Engineering provides construction management on the Mayfair Water Capture project. They have requested additional authorization under their contract for several reasons, including the extended length of the contract and additional scope of services. The project was impacted by the COVID pandemic as well as major repairs related to manufacturing defects in the components of the Jensen precast reservoir, and manufacturing defects in the Wahaso system. These challenges produced a substantial increase to the contract length, which resulted in extra time on the project related to the Jensen and Wahaso repairs. The contractor has been granted extra days for rain delays and the dry out periods after the rain, changes in the scope of work due to unforeseen conditions, requirements by outside agencies, and delays due to the impacts of COVID on their work crews and supply chains. Additional delays were generated by the necessary repair work inside the prefabricated storage gallery, replacement of manufacturing defects in the Wahaso system, and long lead times for equipment.

The consulting costs are all for items that have been beyond the city's control, as well as well as the purview of Willdan's heretofore management of the project, and are reasonable and justifiable expenses due to the unexpected challenges. Between August 2019 and May 2022, Willdan received additional authorizations in the amount of approximately \$323,000 for 33 additional months of service. They continued to manage the project after the authorization of construction management services was expended beyond May 2022, for a total amount of \$17,903.83. Willdan was able to minimize costs even though their contract had yet to be extended.

Final repair items are expected to be completed during the next month, after which start up and testing can commence. Willdan has provided an estimate of \$165,640.83 to provide services through completion, start-up, and testing and commissioning of the plant. The scope of work includes project management, a commissioning agent, contract administration, construction observation, labor compliance, and \$30,000 in allowances for a final commissioning report and assistance with the one-year O&M period beginning after city acceptance, post commissioning. There are available grant funds in the project account. The committee members concurred with staff's recommendation to present the proposal for approval at the Feb. 14 City Council meeting.

Palms Community Center Improvements Update

Dahlin Group is in the design development phase of the Palms Improvements project. Staff presented options for murals, exterior building signage, and inclusion of certain energy aspects such as the EV charging stations and solar panels for an additional cost. The committee expressed interest in an athletic theme for murals, and shared their preference for signage, which was a combination of two of the options. The committee suggested choosing the lowest cost option for solar panels and charging stations.

Update on Approved CIP Projects

Brief updates were given on the following projects already approved by the CIP committee:

- Weingart Senior Center Improvements
- Electrical, HVAC, and Roof Improvements
- City Hall and The Centre Generator Modernization
- Mayfair Park Water Capture Project
- Bolivar Park Emergency Repairs
- CD/PW Counter and Shared Space Improvements
- City Hall Modular Building
- Rynerson Park Bridge Repairs
- The Centre Lighting and Ceiling Improvements
- Nixon Yard

RECOMMENDATION

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


Thaddeus McCormack
City Manager

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COUNCIL AGENDA

February 14, 2023

TO: The Honorable Mayor and City Council

SUBJECT: AB 1234 Meeting Report

INTRODUCTION

Assembly Bill 1234 became effective January 1, 2006. The legislation requires members of a legislative body to provide brief reports on the meetings they attended at the expense of the local agency at the next regular meeting of the legislative body.


STATEMENT OF FACT

- Vice Mayor Ariel Pe and Council Member Cassandra Chase attended the CalCities New Mayors and Council Members Academy in Universal City from February 1-3, 2023. The sessions that they attended touched on current topics of importance to newly elected mayors and council members, including diversity, relationships between city council and city management, city planning, effective advocacy, financial responsibilities, and more.

RECOMMENDATION

That the City Council receive and file this report.


Paolo Beltran
Deputy City Manager


Thaddeus McCormack
City Manager

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COUNCIL AGENDA

February 14, 2023

TO: The Honorable Mayor and City Council

SUBJECT: Monthly Report of Investment Transactions – January 2023

INTRODUCTION

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

STATEMENT OF MONTHLY ACTIVITY

Date	Amount at Cost	Investment	Transaction	Rate*
01-Jan-23	\$ 128,576.46	CAMP	Interest	4.530%
01-Jan-23	1,666.85	BOND	Interest	1.258%
01-Jan-23	836.63	BOND	Interest	1.455%
05-Jan-23	3,034.90	BOND	Interest	1.958%
06-Jan-23	502,336.14	TREAS	Purchase	1.375%
06-Jan-23	548,634.50	TREAS	Purchase	3.875%
06-Jan-23	538,699.34	FNMA	Sell	0.250%
06-Jan-23	127,342.73	CORP	Sell	0.700%
06-Jan-23	398,796.75	SUPRA	Sell	0.500%
08-Jan-23	455.00	CORP	Interest	0.700%
11-Jan-23	1,372.50	CORP	Interest	3.050%
12-Jan-23	252,992.36	LAIF	Purchase	2.070%
15-Jan-23	807.50	CORP	Interest	1.700%
15-Jan-23	6.58	ABS	Interest	0.400%
15-Jan-23	366.00	ABS	Interest	3.660%
15-Jan-23	833.38	ABS	Interest	3.390%
15-Jan-23	52.18	ABS	Interest	0.520%
15-Jan-23	106.33	ABS	Interest	0.580%
15-Jan-23	1,413.75	CORP	Interest	1.950%
15-Jan-23	23.67	ABS	Interest	0.380%

Monthly Investment Transactions

February 14, 2023

Page 2

Date	Amount at Cost	Investment	Transaction	Rate*
15-Jan-23	\$ 12.62	ABS	Interest	0.340%
15-Jan-23	7.59	ABS	Interest	0.550%
15-Jan-23	876.71	ABS	Interest	3.970%
15-Jan-23	1,597.50	CORP	Interest	3.550%
15-Jan-23	247.00	ABS	Interest	1.040%
15-Jan-23	112.29	ABS	Interest	0.550%
15-Jan-23	26.83	ABS	Interest	0.500%
15-Jan-23	359.67	ABS	Interest	3.320%
15-Jan-23	0.32	ABS	Interest	0.430%
15-Jan-23	6,759.78	ABS	Paydown	0.520%
15-Jan-23	14,451.72	ABS	Paydown	0.400%
15-Jan-23	4,639.54	ABS	Paydown	0.380%
15-Jan-23	6,087.68	ABS	Paydown	0.440%
15-Jan-23	892.79	ABS	Paydown	0.430%
15-Jan-23	2,917.76	ABS	Paydown	0.550%
15-Jan-23	4,409.38	ABS	Paydown	0.500%
15-Jan-23	2,554.46	ABS	Paydown	0.340%
18-Jan-23	5,000,000.00	LAIF	Sell	2.070%
18-Jan-23	18.95	ABS	Interest	0.440%
18-Jan-23	186.50	ABS	Interest	3.730%
18-Jan-23	8,185.29	ABS	Paydown	0.370%
19-Jan-23	5,000,000.00	CAMP	Purchase	4.530%
20-Jan-23	25.52	ABS	Interest	0.370%
20-Jan-23	40.71	ABS	Interest	0.340%
20-Jan-23	44.00	ABS	Interest	0.470%
20-Jan-23	18,635.52	ABS	Paydown	0.340%
20-Jan-23	17,206	ABS	Paydown	0.470%
21-Jan-23	18.75	ABS	Interest	0.500%
22-Jan-23	412.5	FNMA	Interest	0.375%
23-Jan-23	5,500,000.00	CAMP	Purchase	4.530%
23-Jan-23	6,703.13	CORP	Interest	4.125%
24-Jan-23	3062.5	CORP	Interest	3.500%
25-Jan-23	99,988.00	ABS	Purchase	4.510%
25-Jan-23	654.74	CORP	Interest	4.414%
25-Jan-23	383.53	CORP	Interest	0.529%
25-Jan-23	9.02	ABS	Interest	0.290%
25-Jan-23	3,263.80	ABS	Paydown	0.480%

Date	Amount at Cost	Investment	Transaction	Rate*
25-Jan-23	\$ 8,649.82	ABS	Paydown	0.290%
26-Jan-23	5,000,000.00	LAIF	Sell	2.070%
27-Jan-23	7,000,000.00	CAMP	Purchase	4.530%
28-Jan-23	8.73	ABS	Interest	0.480%
30-Jan-23	2,662.50	CORP	Interest	4.260%
31-Jan-23	3,600.00	CORP	Interest	2.400%
31-Jan-23	4,500.00	TREAS	Interest	1.500%
31-Jan-23	2187.5	TREAS	Interest	1.750%
31-Jan-23	3,093.75	TREAS	Interest	1.375%
31-Jan-23	8,937.50	TREAS	Interest	2.750%
31-Jan-23	1,406.25	TREAS	Paydown	0.375%
31-Jan-23	144,975.78	CORP	Sell	0.529%

* Rates shown for MMF, LAIF, and CAMP are distribution yields. All others are coupon rates.

INVESTMENT GLOSSARY

ABS (Asset-Backed Securities)

A mortgage pass-through security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable pass-through certificate, or consumer receivable-backed bond.

AGENCY (U.S. Government Agency Issues)

Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises. There are no portfolio percentage limits for U. S. Government Agency issues.

BOND (Municipal Bonds or Note)

Registered treasury notes or bonds issued by states or municipalities, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 United States, in addition to California.

CAMP (California Asset Management Program)

A Joint Powers Authority established in 1989 by the treasurers and finance directors of several California public agencies to provide an investment pool at a reasonable cost. Participation is limited to California public agencies.

CD (Certificate of Deposit)

Negotiable CDs are issued by large banks and are freely traded in secondary markets as short term (2 to 52 weeks), large denomination (\$100,000 minimum) CDs, that are either issued at a discount on its par value, or at a fixed interest rate payable at maturity.

COM (Commercial Paper)

Commercial paper of “prime” quality of the highest ranking or of the highest letter and number rating as provided for by a nationally recognized statistical-rating organization.

CORP (Corporate Notes)

Medium-term notes, defined as all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States, or any state and operating within the United States.

FNMA (Federal National Mortgage Association)

A government-sponsored, privately owned corporation established to create a secondary market for Federal Housing Administration mortgages.

LAIF (Local Agency Investment Fund, State of California)

The Treasurer of the State of California administers this investment pool, providing a high-level of liquidity and strong safety through diversification of investments.

MMF (Money Market Fund)

This is a money market interest-bearing checking account that is fully insured and collateralized.

SUPRA (Supra-National Agency Bonds or Notes)

Supranational bonds and notes are debt of international or multi-lateral financial agencies. The debt is used to finance economic/infrastructure development, environmental protection, poverty reduction and renewable energy around the globe, rated AAA, highly liquid and issued in a range of maturities.


TREAS (U.S. Treasury Notes)

A Treasury obligation of the U.S. Government to provide for the cash flow needs of the Federal Government.

RECOMMENDATION

It is recommended that the City Council receive and file the Monthly Report of Investment Transactions rendered for the month of January 2023.


Jose Gomez
Director of Finance & Administrative Services


Thaddeus McCormack
City Manager

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COUNCIL AGENDA

February 14, 2023

TO: The Honorable Mayor and City Council

SUBJECT: Finding and Determination of Need to Continue Emergency Action Regarding Repairs to Bolivar Park Stormwater Capture Building and Equipment

INTRODUCTION

At its September 13, 2022 meeting, the City Council adopted Resolution 2022-70 finding and determining that it was necessary to take emergency action due to the fact that the Bolivar Park Stormwater Capture Building and Equipment were damaged as a result of a traffic collision.

State law allows for necessary purchases and repairs to be made in a more expedited manner. The process was initiated via the adoption of the above resolution declaring an emergency and dispensing with the contracting requirements of the Public Contract Code (PCC).

STATEMENT OF FACT


The emergency work is estimated to cost approximately \$300,000, with the City's property insurance policy covering the amount. Since the last meeting, staff has been working closely with contractors and engineers to define the scope of the needed repairs, review new warranty terms, and gathering construction and installation proposals.

The PCC also requires that staff report to the City Council at its next meeting the actions taken to cure the emergency. Such a report and an accompanying resolution must be provided (and approved by the City Council, by four-fifths vote) through the period of time needed for completion of the needed repairs.

STAFF RECOMMENDATION

It is recommended that the City Council adopt the proposed resolution as it finds and determines that there is a need to continue the action previously authorized by Resolution No. 2022-70.


Jose Gomez
Director of Finance & Administrative Services


Thaddeus McCormack
City Manager

RESOLUTION NO. 2023-4

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD FINDING AND DETERMINING THAT THERE IS A NEED TO CONTINUE TAKING EMERGENCY ACTION REGARDING THE NEED TO MAKE REPAIRS TO THE BOLIVAR PARK STORMWATER CAPTURE BUILDING AND EQUIPMENT

WHEREAS, on September 13, 2022, the City Council adopted Resolution No. 2022-70, finding and determining that it was necessary to take emergency action due to the fact that the Bolivar Park Stormwater Capture Building and Equipment were damaged as a result of a traffic collision; and

WHEREAS, the City has not completed the actions authorized by Resolution No. 2022-70;

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

SECTION 1. Based on the evidence contained in the staff report submitted herewith, the City Council finds and determines that there is a need to continue the action authorized by Resolution No. 2022-70.

SECTION 2. The City Manager and his designees are hereby directed and authorized to implement the actions taken by the City Council to address this emergency.

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 14TH DAY OF FEBRUARY, 2023.

Mayor

ATTEST:

City Clerk

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COUNCIL AGENDA

February 14, 2023

TO: The Honorable Mayor and City Council

SUBJECT: Agreement for 2023 Pan Am Fiesta Amusement Rides

INTRODUCTION:

The City of Lakewood will host the annual Pan Am Fiesta at Mayfair Park beginning Thursday, May 11 and concluding on Sunday, May 14, 2023. This year, amusement rides and carnival attractions will once again open Thursday, May 11 with a “Family Fun Night” of carnival games and rides from 5 to 9 p.m. The family-friendly celebration continues Friday, May 12 from 5 to 10 p.m., Saturday, May 13 from 11 a.m. to 10 p.m., and Sunday, May 14 from 11 a.m. to 9 p.m.

STATEMENT OF FACT

Lakewood’s oldest community special event dates back to 1945, continuing this year with special event elements, including amusement rides, food booths, live entertainment, the Children’s Cultural Booth, a shoppers circle, and a display of Lakewood’s Pan Am history.

Guadagno & Sons Amusements will provide 18 mechanical amusement rides, as space permits. Ride credits will be sold in advance at Lakewood City Hall and throughout the weekend at the event. Pre-sale promotional wristbands are \$35 for unlimited rides on either Friday, Saturday or Sunday from opening until 30 minutes before closing each night. Single ride tickets are also available in advance of the carnival and at a discounted rate. 10 rides can be purchased for \$35 and is good for any one ride on Friday, Saturday or Sunday. This presale option is good for families with multiple children so that each child could enjoy a couple rides. Event day prices for unlimited ride wristbands is \$40 and credits are sold and are good for rides, food and games.

- 36 credits for \$18
- 56 credits plus one free ride is \$28
- 96 credits plus 3 free rides is \$48
- 156 credits plus 5 free rides is \$78

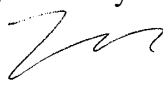
The number of credits required vary for each ride, food item and/or game booths.

Staff has worked closely with Guadagno & Sons Amusements since 2004. The contractor has proven to be trusted, reliable, and provides safe attractions for this and other events throughout the area.

RECOMMENDATION

Authorize the Mayor and the City Clerk to execute the Agreement for the 2023 Pan Am Fiesta Amusement Rides subject to approval as to legal form by the City Attorney.


Valarie Frost, Director
Recreation and Community Services


Thaddeus McCormack
City Manager

AGREEMENT
WITH GUADAGNO & SONS AMUSEMENTS FOR AMUSEMENT RIDES, GAME
BOOTHS AND FOOD BOOTH AT THE PAN AM FIESTA

THIS AGREEMENT made and entered into this 14th day of February 2023 by and between the CITY OF LAKEWOOD, a municipal corporation (“City”), and GUADAGNO & SONS AMUSEMENTS, a corporation (“Contractor”).

WITNESSETH

WHEREAS, City has approved and scheduled the Pan Am Fiesta community event at Mayfair Park from Thursday, May 11, through Sunday, May 14, 2023; and

WHEREAS, City desires to provide amusement rides as part of the Pan Am Fiesta; and

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

WHEREAS, Contractor is desirous of providing said amusement rides;

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

1. **SCOPE OF SERVICES.** Contractor agrees to provide at its own cost and expense:
 - A. A minimum of nine (9) adult rides and six (6) children rides (as space permits) as noted in Exhibit A with the understanding that the Contractor may at its request substitute or add rides not listed, provided City approval in writing is received for said substitution or addition.
 - B. All necessary personnel, equipment and supplies for this event including, but not limited to game concessions, generating plants, necessary electrical junction boxes, and cleanup crews.
 - C. An adequate supply of numbered tickets purchased from a bonded ticket company
 - D. To pay City One Thousand Eight Hundred and Fifty dollars (\$1,850) for the purpose of marketing and promotion of the Pan Am Fiesta, on the execution of this Agreement.
 - E. To pay City Seventy-Five dollars (\$75) per game or food booth.

- F. To provide a list of carnival ride, game booth and food booth operators who will be working anytime during the said carnival. Contractor further agrees to provide list to City on or before Monday, April 3, 2023.
- G. To apply for and obtain building and safety permit(s) as determined by the City's Building and Safety division by Monday, April 3, 2023.
- H. Obtain a business license to conduct business within the City of Lakewood.
- I. To ensure appropriate and clean uniforms for all carnival employees, including carnival ride, game booth and food booth operators.
- J. To have amusement rides set-up and ready for inspection by 2:00 p.m. on Thursday, May 11, 2023.

2. **TIME OF PERFORMANCE.** Contractor agrees to provide said amusement rides on the following days and times:

Thursday, May 11	5:00 p.m. to 9:00 p.m.
Friday, May 12	5:00 p.m. to 10:00 p.m.
Saturday, May 13	11:00 a.m. to 10:00 p.m.
Sunday, May 14	11:00 a.m. to 9:00 p.m.

City reserves the right to change the time, place and manner of said amusement rides in any respect at any time prior to thirty (30) days before Thursday, May 11, 2023.

3. **COMPENSATION FOR SERVICES.** As compensation for being allowed to operate said amusement rides, Contractor shall pay to City a percentage of all gross receipts as follows:

- 25% of revenue from \$1-\$49,999 gross revenue collected.
- 30% of revenue from \$50,000 and over.
- 30% of revenue from sale of pre-sale tickets.

Payment is due by 12:00 p.m. on Monday, May 15, 2023.

4. **NON-DISCRIMINATION IN EMPLOYMENT PRACTICES.** Contractor shall not discriminate in the employment of persons in connection with the performance of services as provided for in this agreement on the basis of race, color, creed, national origin, sex, ancestry, religion, age or handicaps.

5. **WORKER'S COMPENSATION INSURANCE.** Contractor agrees to maintain, where necessary and required by law, Worker's Compensation Insurance. It is further agreed that Contractor and all members, officers, and employees, subcontractors, their agents, officers, and employees engaged in the performance of any services in connection with this Contract, shall not be deemed officers, agents, or employees of City, and City shall not be liable or responsible to them for anything whatsoever, other than the payment of consideration herein set forth.

6. **INDEPENDENT CONTRACTOR.** It is expressly understood and agreed that Contractor

has been retained as an independent contractor, as distinguished from an employee or agent of City to perform the aforementioned services. Contractor acknowledges the independent contractual relationship, and releases City from any liability or obligation to make deductions or withholding for the compensation of any officer, agent or employee thereof, in respect to unemployment, income tax, disability, social security, health, pension or retirement benefits. It is expressly understood no officer, agent or employee of Contractor shall have any City status or benefit, including health, retirement, and worker's compensation benefits.

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

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

8. **INSURANCE.** Prior to the beginning of and throughout the duration of work done pursuant to this Agreement, Contractor will maintain insurance in conformance with the requirements set forth below. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, it will be amended to do so. Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this Agreement and which is applicable to a given loss, will be available to City.

Contractor shall provide the following types and amounts of insurance:

- A. **Commercial General Liability Insurance** using Insurance Services Office “Commercial General Liability” policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits shall be no less than \$5,000,000 per occurrence for all covered losses and no less than \$10,000,000 general aggregate.
- B. **Worker’s Compensation** on a state-approved policy form providing statutory benefits as required by law with employer’s liability limits no less than \$1,000,000 per accident for all covered losses.
- C. **Business Auto Coverage** on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than \$1,000,000 per accident, combined single limit. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor’s employees will use personal autos in any way on this project, Contractor shall provide evidence of personal auto liability coverage for each such person.
- D. **Excess or Umbrella Liability Insurance** (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a “drop down” provision with a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be “pay on behalf”, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Contractor, subcontractors or others involved in the Work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein.
- E. Contractor agrees to endorse third party liability coverage required herein to include as additional insured City, its officials, employees and agents, using ISO endorsement CG 20 10 11 85. Contractor also agrees to require all contractors, subcontractors, and anyone else involved in this agreement on behalf of the contractor (hereinafter “indemnifying parties”) to comply with these provisions.
- F. Contractor agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all indemnifying parties to do likewise.
- G. All insurance coverage maintained or procured by Contractor or required of others by Contractor pursuant to this agreement shall be endorsed to delete the subrogation condition as to City, or must specifically allow the named insured to waive subrogation prior to a loss.

- H. All coverage types and limits required are subject to approval, modification and additional requirements by City. Contractor shall not make any reductions in scope or limits of coverage that may affect City's protection without City's prior written consent.
 - I. Proof of compliance with these insurance requirements, consisting of endorsements and certificates of insurance shall be delivered to City prior to the execution of this Agreement. If such proof of insurance is not delivered as required, or if such insurance is canceled at any time and not replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests. Any premium so paid by City shall be charged to and promptly paid by Contractor or deducted from sums due Contractor.
 - J. Contractor agrees to endorse the insurance provided pursuant to these requirements, to require 30 days notice to City prior to cancellation of such liability coverage or any material alteration of non-renewal of any such coverage, and to require indemnifying parties to do likewise.
 - K. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Contractor indemnifying party, is intended to apply first and on a primary non-contributing basis in relation to any other insurance or self insurance available to City.
 - L. Contractor agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any indemnifying party to self-insure its obligations to City. If contractor's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to City. City may review options with the contractor, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
 - M. Contractor will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not this Agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.
9. **SUBCONTRACTING.** Contractor shall not assign, sublet, or transfer any part or portion of this agreement, or any responsibility hereunder without the prior approval of City.
10. **GENERAL RESPONSIBILITIES.** Contractor agrees that the development, presentation and maintenance of the The Fiesta Amusement Rides shall be its sole responsibility. It is further agreed and understood, however, that the time, place and manner of said presentation, any fees or charges for said presentation, and the overall format of said presentation shall be subject to the approval of City, and City reserves the right to terminate said presentation at any time, or to change the time, place and manner of said presentation in any respect at any time, without further notice in the reasonable discretion of the responsible City officer serving as representative of the City when that officer has determined such

termination is necessary for the public health, safety, convenience or welfare.

Elimination, closures, or mechanical failures that leave the Pan Am Fiesta under the minimum number of rides in any category will result in a penalty of \$1,000 per ride, per day. The parties agree that such amount represents a reasonable determination of the value of the loss of each ride.

Initials:

City

Contractor

11. **SET-UP/BREAKDOWN TIME.** City agrees to allow Contractor a period of four days prior to the event for set-up and two days at the conclusion of the event for breakdown. Set-up and breakdown of Contractor can take place between sunrise and 11:00 p.m. only. Arrival and departure of Contractor may only take place between sunrise and 11:00 p.m.
12. **EQUIPMENT STORAGE.** Contractor agrees to provide storage and security of equipment in the areas of Mayfair Park designated by City. Notwithstanding the foregoing, Contractor agrees to assume all risk of loss of any of its equipment or property during the term of this agreement, except where said property is lost or damaged due to the misfeasance or nonfeasance of City.
13. **UNDUE INFLUENCE.** Contractor declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of City in connection with the award, terms or implantation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. Noe officer or employee of City will receive compensation, directly or indirectly, from Contractor, or from any officer, employee or agent of Contractor, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violations of this Section shall be a material breach of this Agreement entitling City to any and all remedies at law or in equity.

ASSUMPTION OF RISK. Contractor does hereby assume all risk to itself, its personnel, subcontractors, and agents and employees thereof, of personal injury or death, and all risk of property damage or loss to any property, wares, or materials of the foregoing from whatever source, and said Contractor further releases City, and its officers, employees and agents, the City Council, and the Pan American Festival Association, Inc., and all officers and employees thereof, from any liability therefor, or for contribution as a joint tort feasor therefor.

14. **WASTE.** Contractor shall not utilize any of the grounds, buildings or premises of City so as to commit waste, and where damaged by it shall restore the same to the same condition it was in prior to the commencement of this agreement, reasonable wear and tear excepted.
15. **LEGAL RESPONSIBLITIES.** Contractor shall keep itself informed of State and Federal laws and regulations, which in any manner affect those employed by it or in any way, affect the performance of its service pursuant to the Agreement. Contractor shall at all times observe and comply with all such laws and regulations. City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of Contractor to comply with this

section.

16. **LAWS, ORDINANCE, LICENSES AND PERMITS.** Contractor shall comply with all applicable laws, ordinances and codes of the State, County, and City (See Exhibit B for applicable City Ordinances), and Contractor shall obtain, at Contractor's cost, all necessary license, permits and approvals for said amusement rides including a license to do business within the City of Lakewood. At all times during the term of this Agreement, Contractor shall have in full force and effect, all licenses required of it by law for performances of the services described in this Agreement.
17. **GOVERNING LAW.** City and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior or federal district court with jurisdiction over City.
18. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.
19. **AUTHORITY TO EXECUTE THIS AGREEMENT.** The person or persons executing this Agreement on behalf of Contractor warrants and represents that he/she has the authority to execute this Agreement on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.
20. **NOTICES.** Any written notice to the parties hereto shall be deposited in the United States mail, postage prepaid, addressed as follows:

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

CONTRACTOR: Tony Guadagno Sr.
GUADAGNO & SONS AMUSEMENTS
12842 Valley View St. Suite 103
Garden Grove, CA 92845
(714) 893-1336

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

CITY OF LAKEWOOD

By _____
Mayor

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:

City Attorney

CONTRACTOR

By _____
Title

EXHIBIT "A"

2023 LIST OF AMUSEMENT RIDES FOR THE PAN AM FIESTA

- 1) Century Wheel
- 2) Tilt a Whirl
- 3) Thunderbolts
- 4) Kamikaze
- 5) Scooters
- 6) Carousel
- 7) Zipper
- 8) Sky Flyer
- 9) Happy Pond
- 10) Crystal Lil's
- 11) Jungle of Fun
- 12) Orient Express
- 13) Funnel Force
- 14) Super Slide
- 15) Fun Wheel
- 16) Flying Dragoon
- 17) Jalopy
- 18) Oh Chute

Contractor may at its request substitute or add rides not listed, provided City approval in writing is received for said substitution or addition.

EXHIBIT “B”

PERTINENT CITY OF LAKEWOOD MUNICIPAL CODES

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

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COUNCIL AGENDA

February 14, 2023

TO: The Honorable Mayor and City Council

SUBJECT: Additional Consulting Services for Mayfair Water Capture Project by Willdan Engineering, Inc.

INTRODUCTION

Willdan Engineering, Inc. has been performing construction management on the Mayfair Water Capture Project. As we approach completion of the project in the next few months, they have requested additional authorization under their contract for several reasons, including the extended length of the contract and additional scope of services.

STATEMENT OF FACT

The City Council approved a Cooperative Implementation Agreement with Caltrans for a grant of \$15,000,000 on June 14, 2016 for this project. There are no matching funds or cost share required from the City. Willdan Engineering has an on-call agreement with the City, and were selected to provide construction management for the project. There are still over \$450,000 in project funds available at this time.

The project completion was impacted by the COVID pandemic as well as major repairs related to manufacturing defects in the components of the Jensen precast reservoir, and manufacturing defects in the Wahaso system. These challenges produced a substantial increase to the contract length which resulted in extra time on the project related to the Jensen and Wahaso repairs. The contractor has been granted extra days for rain delays and the dry out periods after the rain, changes in the scope of work due to unforeseen conditions, requirements by outside agencies, and delays due to the impacts of COVID on their work crews and supply chains. Additional delays were generated by the necessary repair work inside the prefabricated storage gallery, replacement of manufacturing defects in the Wahaso system, and long lead times for equipment and equipment replacements.


The request for additional consulting costs are for items that have been primarily beyond the City's control and are reasonable expenses due to the unexpected challenges. It should be noted that the construction contract was originally set to conclude in August 2019 and the consultant's original proposals were based upon the original contract length. Between August 2019 and May 2022, Willdan received additional authorizations in the amount of approximately \$323,000 for 33 additional months of service. Until his recent passing, Duane Soileau, the construction manager on the project, had continued to manage the project after the authorization of construction management services was expended beyond May 2022, for a total amount of \$17,903.83. Willdan was able to minimize costs even though their contract had yet to be extended.


Final repair items and punch list items are now primarily complete, and start up and testing can commence. Current projections are for substantial project completion in April of 2023, and Willdan and the contractor are developing a matrix of task required to commission the complex programming and controls associated with the three streams of diversion: irrigation to the park, treatment prior to discharge to the channel, or treatment prior to discharge to the Sanitation District. Commissioning scope of work will include testing, verifying, documenting, and demonstrating each aspect of the devices, equipment, and system they supply, individually and as an interconnected system. The overriding purpose of the required testing is to ensure and convince the City that the supplied equipment, systems, and programs are 100% functional and in full compliance with the contract and the needs of the process prior to being put into operational service. Commissioning will include demonstration of all instruments, components, features and functions of the entire control and communication system and all sub systems. Commissioning will be considered complete when the Commissioning Authority has determined all system requirements have been met. As the commissioning matrix is developed, staff may need to return to Council to ask for authority for additional consultants to assist in the commissioning of the plant, including the SCADA representative and initial design team.

Willdan's services relate directly to the length of time that the contractor is working on the site, additional full-time inspection of the testing and repair work for the Wahaso equipment, and final startup and commissioning. They have provided an estimate of \$165,640.83 to provide services through completion, start-up, and testing and commissioning of the plant. The scope of work includes project management, acting on behalf of the City as the commissioning agent, contract administration, construction observation, labor compliance, and \$30,000 in allowances for a final commissioning report and assistance with the one year O&M period beginning after City acceptance, post commissioning. This increase also ratifies expenses for the construction management services of Duane, in the amount of \$17,903.83. There are sufficient available grant funds in the project account for this work.

RECOMMENDATION

Staff recommends that the City Council authorize Willdan Engineering, Inc to provide additional Construction Management services during construction for the Mayfair Park Water Capture Project in an amount of \$165,640.83 under their existing on-call Engineering Services Agreement and authorize the Mayor to sign the authorization.


Kelli Pickler
Director of Public Works


Thaddeus McCormack
City Manager



January 26, 2023

Ms. Kelly Pickler, PE, Director of Public Works
City of Lakewood, Department of Public Works
5050 Clark Avenue
Lakewood, CA 90712

Subject: Budget Amendment Request - Additional Construction Management Services for the Stormwater and Runoff Capture Project at Mayfair Park

Dear Ms. Pickler:

Pursuant to our recent discussions, this letter is to request authorization to modify our current construction management services contract for the City's Stormwater Runoff Capture Project at Mayfair Park.

Willdan's current revised budget of \$839,264.00 included public works inspection and construction management services through June of 2021. However, the City has requested additional services to manage the final commissioning and start-up of the facility. A detailed scope of work has been attached to our budget amendment request, and the work generally includes the following personnel: Project Manager, Commissioning Agent, Construction Manager, and a Labor Compliance Officer. It is our understanding the start-up of the facility is expected to commence around the end of April 2023, but additional commissioning tasks will not be completed until October 2023. Our Construction Manager, Saul Martinez, is working with the Prime Contractor to determine the final schedule for the remaining work items.

Willdan's modification request would add an additional \$165,640.83 to our original budget and provides construction services to monitor the additions to the original contract through October of 2023. To support this contract request, attached is a detailed spreadsheet for the City's review. The spreadsheet, Exhibit A, shows Willdan's current estimate to complete the work based on our current understanding of the status of the project.

In conclusion, Willdan Engineering's current budget of \$839,264.00 would be increased by \$165,640.83. A modification is necessary to extend the services of the construction services personnel through the expected project close out date of October 2023.

If you have any questions or need additional information, please contact me at (310) 502-6335.

Respectfully submitted,
WILLDAN ENGINEERING

A handwritten signature in cursive script that reads "Chris Baca".

Chris Baca, RCI, CESSWI
*Director of Construction Management
and Inspection Services*

Enclosure

- Exhibit A – Scope of Work
- Exhibit B – Estimate to Complete Work

EXHIBIT A

SCOPE OF SERVICES

We propose to provide the following basic services for the project:

Project Management

1. Maintain continuous communication with the City Project Manager.
2. Provide agendas of special items for discussion and minutes listing agreed actions.
3. Monitor progress of construction management team for project delivery on schedule and within budget.
4. Provide project updates on a monthly basis.
5. Maintain continuous awareness of the status of each project task as it proceeds and make provisions to expedite and resolve any difficulties that may impede progress.
6. Proactively initiate communications any time there arises a question or inconsistency in the flow of work production.

Commissioning Agent

1. Work with Contractor for implementation of Sequence 5 of the Project Special provisions:
 - a. Final Implementation – Start-up
 - b. Completion and repair of current electrical work and SCADA, various monitors, and other miscellaneous work
 - c. Testing of the system pursuant to the Project Special Provisions
 - d. Commissioning of the entire system – Commissioning Agent will compile a punch list of the items that need to be completed prior to start-up, testing procedures for the various systems during testing of the system, required turn-over documents, matrix, and other appurtenant items.
 - e. Commissioning Agent will work with the Contractor and City staff to implement required training of the City's staff.

Contract Administration

1. Conduct weekly meetings and prepare preconstruction conference minutes and distribute to attendees.



2. Review Contractor's safety program in consultation with City staff.
3. Through Willdan's system of project control, monitor activities related to the project, such that the project is constructed pursuant to contract documents and in a timely fashion.
4. Log, track, and process submittals, Request for Information (RFIs), Request for Changes (RFCs), Contract Change Orders (CCOs), field directives, Notices of Potential Claim (NOPCs), Non-Conformance Reports (NCRs), construction schedule, and detailed traffic control plan.
5. Closely review schedule and advise contractor to take action on schedule slippage.
6. Assume responsibility for coordination with construction observation staff and City staff.
7. Monitor activities of engineering support, testing, and work by utilities or other agencies.
8. Conduct special site meetings, when necessary, with Contractor and City staff to review job progress, scheduling, and coordination.
9. Perform quantity, time and cost analysis required for negotiation of contract changes.
10. Assist in negotiation and preparation of change orders.
11. Review for approval Contractor's progress payment requests.
12. Monitor preparation of punch list at substantial completion, and follow up.
13. Routinely review construction files to ensure conformance to agency standards and good construction management practices.
14. Assist City with Stop Notices and Release of Retention.

Construction Observation

1. Review plans, specifications, and all other contract and construction related documents.
2. Attend progress meetings with the Project Manager, Contractor, and subcontractors.



3. Provide construction observation of the work to monitor materials and methods toward compliance with plans, specifications, and contract documents; address and document non-conforming items as they are discovered.
4. Meet with the Contractor at the beginning of each day and review proposed work plans, including specific details that may affect progress.
5. Conduct daily measurements of quantities of work with the Contractor.
6. Review actual Contractor performance throughout the day and discuss discrepancies with the Contractor as they occur.
7. Coordinate the Contractor's field work with utility companies and other agencies.
8. Evaluate the Contractor's operation and production with respect to quality and progress, and report to the Project Manager and City.
9. Photograph in color continuous property frontages along park alignment once prior to construction and once immediately following construction.
10. Monitor testing results and require the Contractor to provide corrective measures to achieve compliance.
11. Maintain copies of all permits needed to construct the project and enforce special requirements of each.
12. Prepare and maintain detailed daily diary inspector reports on construction progress.
13. Maintain field file bound workbooks during construction, including a cumulative record of quantities constructed, daily and weekly reports, working day reports, change order documentation, photographs, and other documentation.
14. Review the construction schedule and enforce requirements for updating schedules and maintaining appropriate progress of the work.
15. Coordinate engineering support at response to construction clarification requests.
16. Provide complete measurements and calculations documented to administer progress payments.



17. Prepare punch list at substantial completion and follow up with the Contractor regarding progress of corrections.
18. Schedule final inspection with the City and applicable agencies; prepare, distribute, and inspect corrections to the final punch list for completion; recommend final acceptance.
19. Upon project completion, provide the finished set of project workbooks to the City.

Labor Compliance

1. Receive field interviews from the public works observer and spot-check against contractor-submitted certified payroll reports. Request supplemental documentation as required, including fringe benefit statements, apprenticeship documentation, and payroll deduction authorizations.
2. Follow up with contractor by telephone, email, and/or certified mail regarding payroll discrepancies and deficiencies.
3. Receive, pursue, and document labor complaints; prepare violation reports to oversight agencies as required; recommend special action if contractor continuously fails to comply.
4. Coordinate with City staff the withholding of progress and/or retention payments if contractor fails to abide by labor compliance requirements.
5. Maintain content and format of labor compliance file in conformance with applicable government requirements.
6. Submit complete labor compliance file to City for retention.

Contingency

1. Preparation of the Commissioning Report, if required, time and materials.
Allowance: \$10,000
2. Assistance for Issues Arising after Commissioning – Time and Materials
Allowance: \$20,000



EXHIBIT B

ESTIMATE TO COMPLETE WORK

City of Lakewood
Construction Management and Inspection Services
for
Stormwater and Runoff Capture Project at Mayfair Park
Budget Amendment Request No. 1

TASK / CLASSIFICATION	Project Manager (Lisa Rapp and Bill Pagett)	Construction Manager	Commissioning Agent	Senior Public Works Observer	Labor Compliance Manager	(Contract) Admin	TOTAL LABOR	MISC. EXP.	TOTAL COST
HOURLY RATE:	\$196	\$163	\$135	\$114	\$139	\$73			
Project Commissioning/Close-Out	104	80	600	0	12	15	\$117,187	\$550	\$117,737.00
Previous Invoices (Over Original Budget) Unpaid Invoices Attached							\$0	\$17,903.83	\$17,903.83
TOTAL BUDGET REQUEST NO. 1	104	80	600	0	12	15	\$117,187	\$18,453.83	\$135,640.83

This budget amendment request is based on a Project start-up date of April 2023 and close-out date of October 2023.

Additional services needed beyond this duration will be provided on a time-and-material basis at Willdan's standard hourly rates.

Inspector hours are estimated and will be dependent upon the Contractor's final phasing and scheduling implementation.

Overtime inspection services are not included, but will be billed at 1.5 times normal hourly rate if required and may require adjustment to the approved budget. Work performed by support staff with titles not explicitly listed herein will be charged in accordance with Willdan's City of Lakewood on-call current standard hourly rates.

Contingency in the amount of \$30,000 is included for a total of \$165,640.83.

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TO: The Honorable Mayor and City Council

SUBJECT: Approve Amendment No.2 with the Los Angeles County Flood Control District (LACFCD) – Safe Clean Water Program (SCWP) For Regional Program Funds for Bolivar Park and Mayfair Park

STATEMENT OF FACT

On November 6, 2018, Measure W (the SCWP) ballot measure was successfully passed by the voters. The SCWP provides local, dedicated funding for stormwater and urban runoff programs and projects to increase local water supply, improve water quality, and protect public health. The City of Lakewood applied for SCWP Regional Program funds and was approved for five years of operations, maintenance, and monitoring of both the Bolivar Park and Mayfair Park Stormwater and Urban Runoff Capture Projects. Addendum No. 2 provides funds for year three.

BACKGROUND

The City of Lakewood is in the Lower San Gabriel River Watershed Area (LSGRWA) under the SCWP. The LSGRWA is estimated to receive up to \$16.7 million annually to fund regional projects and programs. Regional Program funds for the LSGRWA are programmed by the LSGRWA Steering Committee comprised of local stakeholders from agencies, municipalities, and community members from within the LSGRWA. The Steering Committee meets regularly to develop funding plans and recommendations to provide water quality, water supply, and community enhancement benefits to the region.

The City applied and was approved for two projects utilizing the LSGWA regional funds for the Bolivar Park and the Mayfair Park Stormwater Operation & Management (O & M) projects. Both of these projects utilize the SCWP funds for the O & M of the stormwater capture projects.

On December 8, 2020, the City approved Agreements for both Bolivar Park and Mayfair Park between the City and the District, which allows for the transfer of Regional Program funds to the City. The FY 2020/2021 allocation was received after execution of the initial Agreements and the four subsequent fiscal year allocations will be received after execution of Addendums to this Agreement. The City is anticipating the following allocations:

Bolivar Park

FY 2020/2021: \$473,000 (received)
FY 2021/2022: \$198,225 (received)
FY 2022/2023: \$198,225
FY 2023/2024: \$198,225
FY 2024/2025: \$198,225

Mayfair Park

FY 2020/2021: \$253,225 (received)
FY 2021/2022: \$253,225 (received)
FY 2022/2023: \$253,225
FY 2023/2024: \$253,225
FY 2024/2025: \$253,225

To date the city has spent \$361,156.11 operating and maintaining Bolivar Park water capture project. The Mayfair Park project is expected to come online in the next few months, after delays due to supply chain issues and COVID.


FISCAL IMPACT

There will be no impact to the City's General Fund. The LSGWA has allocated \$1,265,900 for Bolivar Park and \$1,266,125 for Mayfair Park over the five year funding period for the operation, maintenance, and monitoring of both projects.

RECOMMENDATION

- (1) Approve the attached Amendment No. 2 for Bolivar Park and Mayfair Park establishing terms and conditions for the transfer of Safe, Clean Water Program funds to the City of Lakewood, and
- (2) Authorize the Mayor to sign the Amendment No. 2 for both the Bolivar Park and Mayfair Park with the Los Angeles County Flood Control District to continue to receive funds through the Safe, Clean Water Program.


Kelli Pickler
Director of Public Works


Thaddeus McCormack
City Manager

**ADDENDUM NO. 2 TO
TRANSFER AGREEMENT NO. 2020RPLSGR01 BETWEEN
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
AND
CITY OF LAKEWOOD
SAFE, CLEAN WATER PROGRAM – REGIONAL PROGRAM**

This Addendum No. 2 to Transfer Agreement No. 2020RPLSGR01, hereinafter referred to as "Addendum No. 2", is entered into as of November 21, 2022 by and between the Los Angeles County Flood Control District, hereinafter referred to as "District," and City of Lakewood for Bolivar Park, hereinafter referred to as "Recipient."

WHEREAS, District and Recipient entered into Transfer Agreement No. 2020RPLSGR01, hereinafter referred to as "Agreement", pertaining generally to the transfer of a SCW Program Contribution (as therein defined) from District to Recipient for the implementation by Recipient of a Funded Activity (as therein defined) to increase stormwater and/or urban runoff capture and/or reduce stormwater and/or urban runoff pollution, on April 26, 2021;

WHEREAS, the Agreement provides for the disbursement of the SCW Program Contribution for the 2022-23 Fiscal Year (as therein defined), and further provides that if the Funded Activity is included in a duly approved Stormwater Investment Plan (as therein defined) for a subsequent Fiscal Year, the parties shall enter into an addendum to the Agreement regarding the disbursement of the SCW Program Contribution for that subsequent Fiscal Year;

WHEREAS, the Funded Activity has been included in a duly approved Stormwater Investment Plan for Fiscal Year 2022-23;

NOW, THEREFORE, in consideration of the promises, mutual representations, covenants and agreements in this Agreement, the District and the Recipient, each binding itself, its successors and assigns, do mutually promise, covenant, and agree as follows:

1. The definitions set forth in Sections 16.03 and 18.02 of the Los Angeles County Flood Control District Code together with the definitions set forth in the Agreement shall apply to this Addendum No. 2.
2. The District shall disburse the SCW Program Contribution for the 2022-23 Fiscal Year as described in the Budget Plan within forty-five (45) days of the execution of this Addendum by the last party to sign.
3. All terms and conditions of the Agreement shall remain in full force and effect, including, but not limited to the following provisions related to compliance with the California Environmental Quality Act (CEQA):

Execution of Agreement

This Agreement may be executed simultaneously or in any number of counterparts, including both counterparts that are executed manually on paper and counterparts that are in the form of electronic records and are executed electronically, whether digital or encrypted, each of which shall be deemed an original and together shall constitute one and the same instrument.

The District and the Recipient hereby agree to regard facsimile/electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on this Agreement and on any addenda or amendments thereto, delivered or sent via facsimile or electronic mail or other electronic means, as legally sufficient evidence that such original signatures have been affixed to this Agreement and any addenda or amendments thereto such that the parties need not follow up facsimile/electronic transmissions of such documents with subsequent (non-facsimile/electronic) transmission of "original" versions of such documents.

Further, the District and the Recipient: (i) agree that an electronic signature of any party may be used to authenticate this Agreement or any addenda or amendment thereto, and if used, will have the same force and effect as a manual signature; (ii) acknowledge that if an electronic signature is used, the other party will rely on such signature as binding the party using such signature, and (iii) hereby waive any defenses to the enforcement of the terms of this agreement based on the foregoing forms of signature.

IN WITNESS WHEREOF, this Addendum No. 2 has been executed by the parties hereto.

Lower San Gabriel River:

City of Lakewood

Bolivar Park

By: _____

Name:

Title:

Date: _____

IN WITNESS WHEREOF, this Addendum No. 2 has been executed by the parties hereto.

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT:

By: _____

Name: Carolina T Hernandez

Title: Assistant Deputy Director

For: Mark Pestrella

Date: _____

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COUNCIL AGENDA

February 14, 2023

TO: The Honorable Mayor and City Council

SUBJECT: Architectural Services Authorization – Dahlin Group – City Hall Office
Improvements Master Plan

INTRODUCTION

The carpet and furniture at City Hall is aging and is past due for replacement. Staff asked City on-call architect Dahlin Group for a proposal to generate a phased masterplan for the interior carpet and furniture renovation of the City Hall offices. Dahlin has provided a proposal which includes architecture, furniture selection and procurement, and construction cost estimating services. The phases of work include pre-design and assessment, programming and concept design, and schematic design.

STATEMENT OF FACT

Staff has received several requests for carpet and furniture replacements in the last several years. In order to replace the carpet at City Hall, it would require the disassembly and reassembly of the old modular workstations in many of the shared spaces. Due to the age of the workstations and the carpet, it makes sense to develop a phased master plan to upgrade the furniture and carpet. This will give City Hall an improved cohesive look, and phasing the project could alleviate budget and schedule constraints, so as to minimize impacts to City Hall's operations and to fit within the multi-year CIP plan.

The scope of work of the phased master plan includes on-site meetings with City departments to understand workstation and space needs. Dahlin will then provide a priority and needs matrix that identifies all departments, staff counts, and workstation requirements. They will generate as-built drawings with field verified measurements for space planning purposes. They will then create two conceptual floor plan options for each department for City review. Once the program and concept design is approved, it will become the basis of design of further phases of the project. In addition to the on-site meetings, weekly virtual meetings with the City are included in the scope of work. Once the concept design is approved, Dahlin will develop the schematic design. This will include standard packages for private offices and workspace furniture. They will provide pricing for each package, and a 3D massing model of each proposed area in the project, including conceptual colors and materials to indicate design intent. They will also provide product cutsheets and specifications for each package.

After approval of the schematic design, Dahlin will coordinate a phased renovation plan and schedule for City approval. Dahlin will then provide a probable cost model for the renovation, broken down by the phased renovation plan and schedule. Not included in the proposal is the design development, construction documents, plan check review, bidding assistance and construction administration phases. That is because this proposal is for the master planning of the improvements and not for a full set construction documents.

Dahlin Group is ready to begin work immediately upon authorization of the agreement. The total fee for the scope of work will not exceed \$88,500. Staff recommends appropriating \$100,000 from the CIP reserve in order to cover the expense of the proposal as well as associated expenses in the master planning of office improvements at City Hall.

On January 30, 2023 the CIP Committee concurred with staff's recommendation to approve the proposal and bring the item to the Council for approval.

RECOMMENDATION

Staff recommends that the City Council:

- (1) Appropriate funds for City Hall Office Improvements Master Plan (\$100,000) from the reserve for Capital Improvements.
- (2) Authorize work for the City Hall Office Improvements Master Plan per the Dahlin Group proposal dated December 15, 2022, in an amount not-to-exceed \$88,500, and authorize the Mayor to sign the proposal.


Kelli Pickler
Director of Public Works


Thaddeus McCormack
City Manager

EXHIBIT A TO MASTER AGREEMENT

Dahlin Group, Inc. (“DAHLIN”) will provide design services to **CITY OF LAKEWOOD** (“OWNER”), for the **CITY HALL RENOVATION** (“PROJECT”) in **CITY OF LAKEWOOD**, California (“CITY”) based on the following PROJECT Description, Scope of Services, and Compensation noted herein, including the terms and conditions set forth in the OWNER’s Master Agreement dated June 9, 2022.

PROJECT NAME:	CITY HALL RENOVATION	AGREEMENT DATE:	DECEMBER 15, 2022
DAHLIN PROJECT ID:	P_2022_491		
ARCHITECT:	DAHLIN GROUP, INC.	OWNER:	CITY OF LAKEWOOD
OFFICE ADDRESS:	505 Technology Dr Suite 200, Irvine, CA 92618	ADDRESS:	5050 N. CLARK AVENUE Lakewood, CA 90712
BILLING ADDRESS:	5865 Owens Drive Pleasanton, CA 94588		
REPRESENTATIVE:	Daniel Berghauser, Project Manager Stephanie Fujimura, Principal	REPRESENTATIVE:	Kelli Pickler Director of Public Works
PHONE:	925-251-7200	PHONE:	562-866-9771
EMAIL:	daniel.berghauser@dahlingroup.com stephanie.fujimura@dahlingroup.com	EMAIL:	kpickler@lakewoodcity.org

I. PROJECT DESCRIPTION

A. **Location and Site Description:**

City Hall Building
5050 Clark Ave,
Lakewood, CA 90712

B. **General Project Description:** Assess the current office furniture needs and generate a phased Masterplan for interior carpet and furniture Renovation of City Hall offices.

1. As it is unknown at this time, the extent of interior walls renovation will be determined by Owner and team during the design process. If interior wall removal or additions are required, DAHLIN may enlist the services of a Structural engineer, additional services may apply.
2. If renovations require submittal for Building Department approvals, DAHLIN will provide Construction Documentation, Bidding and Construction Administration services as needed as an additional service.

C. **Existing Conditions:** Design for demolition, repair and replacement work on existing site, building, and utility systems will be limited to the extent necessary to accommodate the construction of PROJECT. Design for upgrade or corrective work for deficiencies in the existing conditions, not defined in PROJECT scope, are not included however may be provided upon written request as Additional Services.

D. **Project Consultants:** Architecture, Furniture selection and procurement, and Construction Cost Estimation services are included in the Scope of this Agreement. See Exhibit B Design Responsibility Matrix.

E. **Statement of Probable Cost:**

Cost estimating services are included with the following milestones, as provided by DAHLIN’s Cost Estimating Consultant.

- Schematic Design – list known cost impacts as a Probable Cost Model.

F. **Project Schedule:** Unknown at time of this Agreement

G. **Design and Construction Approaches:** Design-Bid-Build

H. **Code Cycle:** The design and construction documents shall be based upon applicable sections of the current (as of the date of this Fully Executed Agreement)

I. **Green Building Requirements:**

It is not anticipated that PROJECT will be submitted to any outside certification / awarding parties for independent review, such as LEED, WELL, NZE, or Green Globes.

II. **SCOPE OF SERVICES**

A. **PHASE 10.00 – PRE-DESIGN AND ASSESSMENT**

1. DAHLIN will attend one (1) meeting with OWNER to review the overall PROJECT objectives, including scope, schedule, program, identified stakeholders, and requirements of governmental agencies having jurisdiction over PROJECT.
2. DAHLIN will provide written summary as a PROJECT Scope Description that includes relevant known conditions that may impact PROJECT objectives, including, but not limited to:
 - a. Review of applicable CITY zoning and land use requirements;
 - b. Summary of primary work areas, reviewing elements of path of travel;
 - c. Relevant Conditions of Approval by CITY;
 - d. Preliminary code assessment;
 - e. Description of PROJECT phasing as it relates to construction cost targets identified by OWNER.
3. With OWNER's written approval of the PROJECT Scope Description, it will become the Basis of Design in all further phases of PROJECT, unless revised according to terms provided herein.

B. **PHASE 10.01 - PROGRAMMING AND CONCEPT DESIGN**

1. DAHLIN will attend up to three (3) meetings with stakeholders/internal CITY departments as needed to understand workstation and space needs.
2. Based on information gathered from CITY staff and meetings, DAHLIN will provide a priority and needs matrix that identifies all departments, staff counts, workstation requirements.
3. Measured Drawings: DAHLIN will generate as-built background drawings with field verified measurements for space planning purposes.
4. Using the measured drawings and approved matrix, DAHLIN will generate a two (2) Conceptual floor plan options for each department for Owner team review.
5. With OWNER's written approval of Program and Concept Design, it will become the Basis of Design in all further phases of PROJECT, unless revised according to terms provided herein.
6. DAHLIN will attend the following meetings as part of this Phase:
 - a. Up to three (3) meetings with CITY;
 - b. Weekly virtual team coordination meeting with CITY, as needed

C. **PHASE 10.02 COMMUNITY & STAKEHOLDER OUTREACH – *not included***

D. **PHASE 30.0 – SCHEMATIC DESIGN**

1. With OWNER's written approval of the Concept Design Plan, DAHLIN will work with CITY to provide standard packages for private offices and workspace furniture

- a. DAHLIN will provide pricing for each package
 - b. DAHLIN will provide a schematic-level 3D massing model of the proposed each area in the PROJECT, including conceptual colors and materials to indicate design intent.
 - c. DAHLIN will provide a Product Cutsheet book with specifications for each package.
2. With approval of Schematic Design, DAHLIN will coordinate a Phased Renovation Plan and Schedule for CITY approval.
 3. DAHLIN and DAHLIN's Consultants will provide a Probable Cost Model for the entire Renovation broken down by approved Phased Renovation Plan and Schedule.
 4. DAHLIN's fee is based on an assumption of minor modifications to the Basis of Design. Substantial revisions may require Additional Services.
 5. DAHLIN will attend the following meetings as part of this Phase:
 - a. Up to two (2) presentation/meetings with CITY;
 - b. Weekly virtual team coordination meetings with the CITY
- E. **PHASE 30.1 – DESIGN REVIEW SUBMITTAL DOCUMENTS** – *Not Included in this Agreement*
- F. **PHASE 40.0 – DESIGN DEVELOPMENT** – *Not Included in this Agreement*
- G. **PHASE 50.0 – CONSTRUCTION DOCUMENTS** – *Not Included in this Agreement*
- H. **PHASE 50.2 – GOVERNMENT AND AGENCY PLAN REVIEW** – *Not Included in this Agreement*
- I. **PHASE 60.0 – BIDDING** – *Not Included in this Agreement*
- J. **PHASE 70.0 – CONSTRUCTION ADMINISTRATION**– *Not Included in this Agreement*
- K. **CONSULTANT SERVICES**
1. Per attached Exhibit B – Design Responsibility Matrix.

III. COMPENSATION

A. FEE SUMMARY

SCOPE OF SERVICES	FIXED FEE
II.A. PH 10.00 – PRE-DESIGN AND ASSESSMENT	\$5,200
II.B. PH 10.01 – PROGRAMMING AND CONCEPT DESIGN	\$28,100
II.D. PH 30.0 – SCHEMATIC DESIGN	\$55,200
TOTAL FEES:	\$88,500

VI. **PH 99.0 – REIMBURSABLE EXPENSE ESTIMATE:** \$5,000

B. BILLING AND PAYMENT

1. Compensation may be subject to renegotiation if:
 - a. Agreement is not signed by both parties (fully executed) within six (6) weeks of the date of this Agreement; or
 - b. Work is stopped for more than sixty (60) days; or
 - c. Design Development starts beyond 18 months of the date of this Agreement.
2. Invoices shall be based on the percentage of completion of the contract and shall be issued monthly via email to the Project Representative indicated in this Agreement. Invoices are due upon presentation. Wire transfer or ACH information (including changes) must be verified through phone confirmation with DAHLIN’s CFO, Tim Williams at 925-251-7212, any deviation from this is at OWNER’s sole risk. OWNER shall review invoices and contact DAHLIN within seven (7) days if there are any questions or problems that would delay payment. Invoices become delinquent if not paid within 30 days of invoice date. Services may be suspended if not paid within 45 days, and DAHLIN shall not be liable to OWNER for delay or damage resulting to OWNER due to such suspension of services. Past due invoices are subject to a late charge of 1.5 percent per month.

C. 2022 BASIC HOURLY RATE SCHEDULE

President, Vice President, Founder	\$300
Principal, Director, Senior Principal, Senior Director	\$210 - \$270
Senior - Architect, Designer, Project Manager, Planner, Interior Designer, Project Specialist	\$190 - \$200
Architect, Designer, Project Manager, Planner, Multimedia Designer, Project Specialist	\$160 - \$180
Job Captain, Interior Designer, Planner	\$135 - \$160
Designer/Drafter	\$100 - \$125
Administration	\$ 85 - \$125

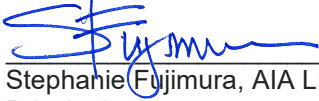
Rates effective through December 31, 2022 and may be adjusted annually

Approved this date: _____
(Filled in by OWNER)

CITY OF LAKEWOOD

DAHLIN GROUP, INC.

Kelli Pickler
Director of Public Works



Stephanie Fujimura, AIA LEED AP
Principal
License #C36523 Exp.03/31/2023

END OF EXHIBIT A

EXHIBIT B DESIGN RESPONSIBILITY MATRIX

CITY HALL RENOVATIONS

CITY OF LAKEWOOD

P_2022_491

			OWNER'S CONSULTANTS		OWNER'S CONSULTANTS BUILDING					NOTES
			OWNER	DAHLIN - ARCHITECTURE	COST ESTIMATOR	FIRE ALARM AND ALARM SYSTEMS	SECURITY EVALUATION	LEED CONSULTANT	ACOUSTIC CONSULTANT	
<p>All consultants will provide the usual and customary services applicable to their Specialty / Discipline.</p> <p>P = Primary Responsibility S = Secondary Responsibility s = Secondary Support / Coordination</p> <p><i>Grey text indicates OWNER's Consultant / Contractor and/or specific design task is not anticipated at time of Agreement, and may require Additional Services</i></p>										
Site & Building Design Scope per Owner / Architect Agreement										
Owner Responsibilities per Agreement		X								
Architect Responsibilities per Agreement			X							
Pre & Post Design Services										
Existing Facility Workspace Analysis			P						S	
Existing Facility Measured Drawings			P							
Structural Engineering, Post Tension Slab & Truss Design										
Framing Plans, Structural Sections & Details			s							
Structural Static and Lateral Load Calculations										
Mechanical & Plumbing Systems Design										
Heating, Ventilation and Air Conditioning (HVAC) Systems Design & Layout			S							
Project Manual Specifications			s							
HVAC Calculations										
Gas, Water, Hot Water and Sewer Systems Design within five (5) feet of building envelope			S							
Plumbing & Gas Diagrams										
Fire Sprinklers, Alarms & Security Systems Design										
Fire Sprinkler Systems Design			s							
NFPA 13 Fire Sprinkler Specifications			s							
Fire Alarm Systems and Equipment Design			s		P					
Security Systems and Equipment Design			s			P				
Emergency Responder Radio Coverage system			s			s				
Electrical Systems, Lighting & Low Voltage Design										
Electrical Plans, Elevations and Locations			S							
Electrical Energy Calculations										
Low Voltage Lighting Design			S							
Integration of Solar PV System w/ Electrical System										
Power Distribution / Signal Systems (alarm, tel, tv)			S			s				
Audio Visual & Data Systems Design										
Audio Visual Systems Design		S	s							
Telephone and Public Address System Design		S	s							
Data Systems and Equipment Design		S	s							
Interior Design										

EXHIBIT B DESIGN RESPONSIBILITY MATRIX

CITY HALL RENOVATIONS

CITY OF LAKEWOOD

P_2022_491

		OWNER	DAHLIN - ARCHITECTURE	DAHLIN'S CONSULTANTS	OWNER'S CONSULTANTS BUILDING					NOTES
				COST ESTIMATOR	FIRE ALARM AND ALARM SYSTEMS	SECURITY EVALUATION	LEED CONSULTANT	ACOUSTIC CONSULTANT	ASBESTOS / LEAD / RADON	
<p>All consultants will provide the usual and customary services applicable to their Specialty / Discipline.</p> <p>P = Primary Responsibility S = Secondary Responsibility s = Secondary Support / Coordination</p> <p><i>Grey text indicates OWNER's Consultant / Contractor and/or specific design task is not anticipated at time of Agreement, and may require Additional Services</i></p>										
Kitchen Design										
	Kitchen Layout and Drawings									
	Kitchen equipment selection		s				s			
	Kitchen floor drain locations		s				s			
	Kitchen compressor locations		s				s			
Acoustic Design and Review										
	Environmental Study and Report of Acoustics							P		
	Acoustic Design Specifications and Details		P					S		
	Peer Review for Acoustics							P		
	Site Inspections for Acoustics							P		
Signage & Wayfinding										
	Project Signage & Wayfinding Program	S	S							
	Code Required Fire Extinguisher Location Plan		P							
	Building Signage Design									
	Evacuation Signage		S							
	Building Signage Selection and Specs		S							
	Building Signage Location Drawings		S							
Other										
	Accessibility Design and Review / CASp		S							
	Cost Estimates	S	S	P						

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Reports

COUNCIL AGENDA

February 14, 2023

TO: Honorable Mayor and City Council

SUBJECT: City of Lakewood Membership in the Gateway Cities Affordable Housing Trust, a Joint Powers Authority

INTRODUCTION

Staff recommends that the City of Lakewood (“City”) join the Gateway Cities Affordable Housing Trust (“Trust”), a Joint Powers Authority (“JPA”) formed among the cities within the Gateway Cities region. The Trust provides funding to preserve and produce affordable housing by improving the financial viability of individual housing projects and programs. This funding can also increase each project’s competitiveness for additional state and federal funding sources. Additionally, the Trust may work with a variety of government and philanthropy groups to attract more housing funds to the Gateway Cities region. Joining the Trust would support the City to achieve the stated goals and objectives of the 6th Cycle Housing Element and support the region as a whole to bring new dollars to help fund more affordable housing development. To become a member, the City Council would adopt the attached Resolution and authorize the Mayor to execute the Joint Exercise of Powers Agreement (“Agreement”) with Trust.

STATEMENT OF FACTS

The Gateway Cities region of Los Angeles County includes 27 cities located along the I-710 corridor in eastern Los Angeles County. Early in 2021, the Gateway Cities Council of Governments (“GCCOG”) obtained State funding from the Southern California Association of Governments (“SCAG”) to explore the formation of an affordable housing trust within the region.

Since then, GCCOG and its consultant team has conducted the following activities:

- Interview the GCCOG cities to determine their housing needs and priorities, explain the concept of the Trust, and investigate its interest in being a member;
- Interview other stakeholders in the region in the same fashion, including the County of Los Angeles, affordable housing developers, financing entities, advocates, research organizations, and other related entities to gain their perspectives;
- Provide an overview of best practices from other local housing trust fund studies, as well as a comparative review of the range of organizational and governance structures;
- Conduct a study of the overall housing needs in the region, determine the existing sources of support to meet these needs, and estimate how much additional funding support will be needed for cities to meet these needs and satisfy their Regional Housing Needs Assessment obligations;
- Identify affordable and homeless housing developments planned within the Gateway Cities, including those in construction and those in the entitlement and pre-development

phases. Compare the number of units to be provided and the populations to be served by these units to the housing need report;

- Form a Steering Committee of GCCOG City Managers and others to work with the GCCOG and the consultants to make the initial recommendations for how a Trust might be formed and explore the initial sources of funding to support this effort;
- Based on dialogue with the Trust Steering Committee, create and support the negotiation of a Joint Powers Agreement for the Trust, develop an Administrative Plan, Governance Structure, and Bylaws for the Trust;
- Prepare a draft strategic plan for the new Trust, for review and acceptance by the GCCOG Board and final adoption by the new Board of Directors of the Trust when that Board is in place;
- Develop an operational plan for the first full year of operations of the Trust, proposed as fiscal year July 1, 2023, to June 30, 2024; and
- Create a draft capital and administrative budget for the first year of Trust operations.

In late summer 2022, a Trust Steering Committee was formed, including representatives from member cities, Los Angeles County, developers, and financing entities. The Trust Steering Committee met on three occasions and accomplished a variety of detailed analyses including, a review of other housing trusts best practices, examined potential funding sources for capital and administrative funding, discussed potential housing programs/projects, identified the key components to the Trust Strategic Plan, and helped draft the Agreement.

The Steering Committee unanimously recommended the formation of an affordable housing trust for the Gateway Cities subregion. In addition, presentations were made to the GCCOG Committee on Homelessness, Gateway Cities City Managers and Planning Directors Committee. All groups expressed unanimous support for the formation of a Trust.

Trust Membership

As outlined in the Agreement, the Trust does not build, own, or manage housing projects. The Trust cannot require that housing projects be located in specific cities, require member cities to take an allocation of supportive housing units, or require that cities provide a local funding match. The Trust Board of Directors determines whether a funding application meets the Notice of Funding Availability criteria. Each local jurisdiction maintains land use control and processes the entitlement consistent with its zoning and municipal code requirements.

The Agreement contains a provision that requires members to contribute towards administrative expenses of the Trust. Member cities are not required to contribute funding until July 1, 2024, but the GCCOG has secured administrative formation funding for the Trust. The annual membership fees are based upon city population:

- Up to 30,000 = \$7,500
- 30,001 to 60,000 = \$15,000
- 60,001 to 100,000 = \$32,500
- Greater than 100,000 = \$47,500

This amount will increase annually in an amount equal to the U.S. Bureau of Labor Statistics Consumer Price Index for the Los Angeles-Long Beach-Anaheim area for the 12-month period preceding the year the fees are assessed.

The City would maintain the right to withdraw from the JPA subject to an approved resolution and by providing a six-month notice.

Governance

The Trust will be a public government entity established by the JPA and in accordance with the Joint Exercise of Powers Act, as codified in California Government Code section 6500 *et seq.* The Trust will be organized to receive public and private capital and administrative funds to address local housing needs. The Agreement, which will be executed by each member city, will provide the Trust with an ongoing administrative revenue source from city membership fees.

The Trust will be governed by a nine-member Board of Directors (“Board”). Pursuant to the JPA By-Laws, the Board will be comprised of seven elected officials whose governing body is a member of the Trust and appointed by the GCCOG Board. Each population category specified in the Trust Membership fee calculation will be represented on the Board by a Trust member city. Two additional Board members are experts in homelessness or housing policy and approved by the GCCOG City Managers Committee.

Past and Pipeline of Affordable Housing Projects

The Trust will help cities in the GCCOG subregion address their Regional Housing Needs Assessment (“RHNA”), which is mandated by State Housing Law, during specified planning periods. In the past eight-year planning period, from 2013 through 2021, the GCCOG subregion received tax credit funding for 58 projects totaling nearly 6,000 housing units.

A 2022 survey of GCCOG cities revealed that there are 38 affordable housing projects currently in the pipeline that have not yet started construction. Most of these projects need critical gap subsidy funding to start construction. These 38 pipeline projects would benefit from additional funding provided by the Trust, which could accelerate and facilitate the creation of an additional 4,000 affordable housing units in the GCCOG subregion.


FINANCIAL IMPACT

No financial impact is expected until July 1, 2024. Future financial impact, beginning July 1, 2024, is estimated at \$32,500.

RECOMMENDATION

That the City Council adopt the attached Resolution, approving the execution of the Joint Exercise of Powers Agreement relating to membership in the Gateway Cities Affordable Housing Trust; and authorize the Mayor to execute the Joint Exercise of Powers Agreement with the Gateway Cities Affordable Housing Trust.


Abel Avalos,
Director of Community Development


Thaddeus McCormack
City Manager

RESOLUTION NO. 2023-5

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD APPROVING, AUTHORIZING AND DIRECTING CITY EXECUTION OF THE JOINT EXERCISE OF POWERS AGREEMENT RELATING TO MEMBERSHIP IN THE GATEWAY CITIES AFFORDABLE HOUSING TRUST

WHEREAS, the Gateway Cities Affordable Housing Trust (GCAHT) was formed in 2023 as a joint powers authority between cities throughout the Gateway Cities subregion; and

WHEREAS, the GCAHT was created for the purpose of funding housing specifically assisting persons and families of extremely low, very low, low and moderate income within the County of Los Angeles; and

WHEREAS, the City of Lakewood (the “City”) has determined through its 6th Cycle Housing Element Update that there is great need for more affordable housing in the City; and

WHEREAS, the City has determined that there are limited financial resources for affordable housing development and that additional local financing increases the competitiveness of individual projects for State and Federal resources; and

WHEREAS, the City has determined that it is in the public interest and for the public benefit that the City become a member of the GCAHT in order to further facilitate the development of affordable housing in the City and throughout the region, including the financing of projects by the GCAHT; and

WHEREAS, the City will be joining other cities that are members of the GCAHT in efforts to increase State and Federal resources for affordable housing directed to GCAHT; and

WHEREAS, the Joint Exercise of Powers Agreement has been filed with the City, and the members of the City Council, with the assistance of its staff, have reviewed said document; and

WHEREAS, the GCAHT is authorized to issue grants and loans to developers for the purpose, among others, of financing or refinancing the construction, acquisition and rehabilitation of affordable housing; and

WHEREAS, the City anticipates that there will be affordable housing projects in need of financing located in the City.

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

SECTION 1. The foregoing recitals are true and correct.

SECTION 2. The City Council hereby authorizes the City's membership in the Gateway Cities Affordable Housing Trust (GCAHT).

SECTION 3. The City Council has reviewed and approves the Joint Exercise of Powers Agreement substantially in the form attached (Exhibit 1).

SECTION 4. The adoption of this Resolution shall not obligate the City or any department thereof to (i) provide any financing to acquire, construct or operate any Project or any refinancing of any Project; (ii) approve any application or request for or take any other action in connection with any planning approval, permit or other action necessary for the acquisition, improvement, rehabilitation or operation of any Project; (iii) require any contribution or advance any funds whatsoever to the GCAHT other than membership fees for administrative costs; or (iv) except as provided in this Resolution, take any further action with respect to the GCAHT or its membership therein.

SECTION 5. The Mayor, the City Clerk and all other proper officers and officials of the City are hereby authorized and directed to execute the Joint Exercise of Powers Agreement and to perform such other acts and deeds, as may be necessary or convenient to affect the purposes of this Resolution and the transactions herein authorized.

SECTION 6. The City Clerk shall forward a certified copy of this Resolution and an originally executed Agreement to the GCAHT:

Gateway Cities Affordable Housing Trust
Attn: Melanie V. Smith, AICP
16401 Paramount Boulevard
Paramount, CA 90723

SECTION 7. This resolution shall take effect immediately upon its passage.

ADOPTED AND APPROVED THIS 14TH DAY OF FEBRUARY, 2023.

Mayor

ATTEST:

City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF LAKEWOOD)

I, Jo Mayberry, City Clerk of the City of Lakewood, DO HEREBY CERTIFY that the foregoing Resolution was duly adopted at a regular meeting of the City Council of the City of Lakewood, held on the 14th day of February, 2023.

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

City Clerk

JOINT EXERCISE OF POWERS AGREEMENT

THIS JOINT EXERCISE OF POWERS AGREEMENT (this “Agreement”) is made this ____ day of _____, 2023 (the “Effective Date”), by and between the following public entities (each a “Party” and, collectively, the “Parties”): _____, _____, and _____.

RECITALS

- A. The Parties have a strong interest in promoting the health, safety, and welfare of the residents within their geographic boundaries.
- B. Each Party has the individual power to implement affordable housing projects and programs generated within its jurisdictional boundaries, as well as, to create and issue development agreements for such activities.
- C. The Parties find it in their mutual interest to address affordable housing issues on a regional level.
- D. An adequate supply of housing throughout the Gateway Cities subregion will provide social and economic benefits to residents and taxpayers of the Parties.
- E. The Parties desire to act in the public interest to lessen the burden of government by reducing the need for each Party to act individually, and to provide charitable support for affordable housing in the Gateway Cities subregion of Los Angeles County (the “County”).
- F. California Government Code section 6500 et seq. (“Joint Exercise of Powers Act” or “Act”) permits two or more public agencies to create joint powers authorities for the purposes cited herein and permits the agencies to exercise jointly any power that the public agencies could exercise separately, and further grants certain additional powers to such joint powers authorities.
- G. Local land-use decisions remain solely with each Party. Nothing in this Agreement deprives any Party of its sovereign powers with respect to land-use or transfers such powers to the joint powers authority.

NOW, THEREFORE, in consideration of the mutual promises set forth below, the Parties agree as follows:

Section 1. Creation and Purpose.

- (a) Creation of GCAHT. Pursuant to the Joint Exercise of Powers Act, there is hereby created a public entity to be known as the “Gateway Cities Affordable Housing Trust” (“GCAHT”). GCAHT shall be a public entity separate and apart from the Parties and shall administer this Agreement.
- (b) Purpose. This Agreement is made pursuant to the Joint Exercise of Powers Act for the purpose of creating the GCAHT as a public entity separate from the Parties to: (i) exercise common powers with respect to receiving public and private financing and funds; and (ii) fund the planning and construction of housing of all types and tenures for persons and families of extremely low-, very low-, low- and moderate-income, as defined in Section 50093 of the Health and Safety Code, including, but not limited to, permanent supportive housing. The purpose of this Agreement shall be accomplished, and common powers

exercised in the manner set forth in this Agreement. Nothing contained in this Agreement shall preclude the Parties from establishing, maintaining, or providing social programs or services to its residents as each deems proper and necessary.

Section 2. Term and Termination

- (a) Term. This Agreement shall become effective, and GCAHT shall come into existence, on the Effective Date, and this Agreement shall thereafter continue in full force and effect until terminated pursuant to subdivision (b) of this section.
- (b) Termination. This Agreement may be terminated by agreement of the Parties. Upon termination of this Agreement, GCAHT shall be dissolved and, after payment of or provision for payment of all liabilities, the assets of GCAHT shall be distributed to the Parties in proportion to the contribution of each Party to GCAHT and the amounts paid by each Party in connection with GCAHT's activities.

Section 3. Powers and Duties of GCAHT.

- (a) General Powers. GCAHT shall have all the powers common to the Parties to this Agreement necessary or convenient, specified, or implied, to accomplish the purpose of this Agreement as set forth in Section 1, subject to the restrictions set forth in Section 3, subdivision (c) below. Said powers shall be exercised in the manner provided in the Joint Exercise of Powers Act and, except as expressly set forth herein, subject only to such restrictions upon the manner of exercising such powers as are imposed upon the Parties in the exercise of similar powers.
- (b) Specific Powers. Without limiting the generality of the powers conferred in subdivision (a) of this Section 3, GCAHT is hereby authorized, in its own name, to do all of the acts necessary or convenient to the accomplishment of the purposes of this Agreement and the full exercise of the powers conferred in subdivision (a) of this Section 3, including but not limited to the following:
 - 1. to make and enter into contracts;
 - 2. to contract for staff assistance;
 - 3. to sue and be sued in its own name;
 - 4. to apply for, accept, receive and disburse grants, loans and other aids from any agency of the United States of America, the State of California, Los Angeles County, Party to this Agreement, or any other agency providing funding related to the purposes of this Agreement;
 - 5. to invest any money in the treasury pursuant to Section 6505.5 of the Joint Exercise of Powers Act that is not required for the immediate necessities of GCAHT, as GCAHT determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to Section 53601 of the California Government Code;
 - 6. to apply for letters of credit or other forms of financial guarantees in order to enter into agreements in connection therewith;
 - 7. to carry out all the provisions of this Agreement;
 - 8. to purchase obligations of any Party;

9. to engage the services of private consultants to render professional and technical assistance and advice in carrying out the purposes of this Agreement;
 10. to employ and compensate legal counsel determined appropriate by GCAHT in accomplishment of the purposes of this Agreement;
 11. to contract for engineering, construction, architectural, accounting, environmental, land use, or other services determined necessary or convenient by GCAHT in connection with the accomplishment of the purposes of this Agreement;
 12. for the purposes of enforcing affordable housing covenants or holding security interests for loans, to take title to, and transfer, sell by installment sale or otherwise, lands, structures, real or personal property, rights, rights-of-way, franchises, easements, and other interests in real or personal property which GCAHT determines are necessary or convenient in connection with the accomplishment of the purposes of this Agreement;
 13. for the purposes of renting space for GCAHT to operate, to lease to, and to lease from, a Party or any other person or entity, lands, structures, real or personal property, rights, rights-of-way, franchises, easements, and other interests in real or personal property which GCAHT determines are necessary or convenient in connection with the accomplishment of the purposes of this Agreement;
 14. to solicit charitable contributions from private sources;
 15. to propose amendments to this Agreement; and
 16. to exercise any and all other powers as may be provided for GCAHT in the Joint Exercise of Powers Act or any other applicable law.
- (c) Limitation on Powers. This Agreement does not authorize GCAHT do any of the following:
1. Regulate land use in cities or in the unincorporated area of the County;
 2. Serve as an owner or operator of housing units;
 3. Levy, or advocate or incentivize the levying of, an exaction, including an impact fee, charge, dedication, reservation or tax assessment, as a condition of approval of a development project;
 4. Require or incentivize inclusionary zoning requirements;
 5. Require the Parties to dedicate or assign funding for any GCAHT obligations or programs;
 6. Approve a housing project or program that is not supported by the governing body of the jurisdiction (a city or the county) in which the proposed project is sited; or
 7. Require the Parties to accept or provide any member of housing units as a prerequisite to joining or remaining a member of GCAHT.

Section 4. Members

The members of GCAHT shall be the Parties who have not withdrawn from GCAHT, and such other Parties as may join GCAHT after execution of this Agreement. New members may join on the terms and conditions set forth in Section 10 hereof. Only cities within the County of Los

Angeles and within the Gateway Cities subregion may be a party to this Agreement and a member of GCAHT.

Section 5. Board of Directors

- (a) Selection of Directors. GCAHT shall be governed by a Board of Directors consisting of nine Directors selected as follows:
 - 1. Seven Directors who are members of the Gateway Cities Council of Governments (GCCOG) Governing Board (“GCCOG Board”), or any elected official serving within the GCCOG jurisdiction that is also a Party and appointed by the GCCOG Board.
 - 2. Two Directors that are experts in homelessness or housing policy appointed by the Gateway Cities Council of Governments City Managers Committee.
 - 3. Alternates for each Director position may be established by the appointing entity.
- (b) Board Powers. Subject to the limitations of this Agreement and the laws of the State of California, the powers of GCAHT shall be vested in and exercised by, and its property and its affairs administered by, the Board of Directors.
- (c) Advisory Board. The Board of Directors may appoint advisory boards that may include such persons as designated by the Board of Directors. The Board of Directors shall adopt bylaws that govern the appointment of advisory boards should it determine in its discretion to appoint such advisory boards.
- (d) Compensation. Members of the Board shall serve without compensation but shall be entitled to reimbursement for any expenses actually incurred in connection with serving as Director; provided such expenses have been previously approved by the Board of Directors and incurred in accordance with any GCAHT policies or procedures governing the same.
- (e) Term. Members of the Board shall serve for a two-year term. There are no term limits. The initial Board will serve a term staggered between one-year and two-year terms. Three of the seven Directors who are members of the GCCOG Board or are appointed by the GCCOG Board in accordance with Section 5(a) shall have an initial term of one year. One of the two Directors that are experts in homelessness or housing policy shall have an initial term of one year. The initial one-year terms will be determined through the drawing of lots.
- (f) Meetings of the Board of Directors.
 - 1. Call, Notice and Conduct of Meetings. All meetings of the Board of Directors, including without limitation, regular, adjourned regular, special meetings and adjourned special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act, Government Code sections 54950 *et seq.*
 - 2. Regular Meetings. Regular meetings of the Board of Directors shall be held at such dates and times as the Board may fix by resolution from time to time. If any day so fixed for a regular meeting shall fall upon a legal holiday, then such regular meeting shall be held on the next succeeding business day at the same hour. No notice of any regular meeting of the Board of Directors need be given to the individual Directors.

3. Special Meetings. Special meetings of the Board of Directors shall be held whenever called by the Chairperson of the Board or by a majority of the Directors. Notices of all special meetings shall be provided to all Parties.
4. Quorum. A majority of the seated members of the Board of Directors shall constitute a quorum at any meeting of the Board except that less than a quorum may adjourn a meeting to another time and place. Every act or decision done or made by a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors.
5. Minutes. The Board of Directors shall keep minutes of all regular, adjourned regular, and special meetings, and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director and to the Parties.
6. Officers. The Board of Directors shall elect a chairperson and a vice chairperson from among its Directors at the first meeting held in each fiscal year. In the event that the chairperson or vice chairperson so elected ceases to be a Director, the resulting vacancy shall be filled at the next regular meeting of the Board of Directors held after such vacancy occurs or at a special meeting called for that purpose. In the absence or inability of the chairperson to act, the vice chairperson shall act as chairperson. The chairperson, or the chairperson's absence, the vice chairperson, shall preside at and conduct all Board of Director's meetings.
7. Rules and Regulations. The Board of Directors may adopt, from time to time, by resolution, such rules, regulations, and bylaws for the conduct of its meetings and affairs as the Board determines is necessary or convenient.

Section 6. Additional Officers and Employees

(a) Officers and Contract Staff

1. GCAHT may contract with a Party or the GCCOG, for officers and staff pursuant to Section 6(d), or retain independent contractors, agents, or volunteers as the Board of Directors may deem necessary to carry out any of GCAHT's powers, upon such terms and conditions as the Board may require, including the retaining of professional and technical assistance, provided that adequate funds are available in GCAHT's budget and are appropriated by GCAHT therefor.
2. None of the officers, agents, or staff, if any, directly contracted by GCAHT shall be deemed, by reason of their roles or duties or contracted status, to be employed by the Parties.

- (b) Treasurer and Auditor/Controller. Pursuant to Government Code Sections 6505.5 and 6505.8, the Board of Directors shall appoint an officer or employee of GCAHT, or an officer or employee of a public agency that is a Party, or a certified public accountant to hold the offices of treasurer and auditor for GCAHT. Such person or persons shall possess the powers of and shall perform the treasurer and auditor functions for GCAHT required by Sections 6505, 6505.5 and 6505.6 of the Government Code, including any subsequent amendments thereto. Pursuant to Government Code Section 6505.1, the auditor and treasurer shall have charge of

certain property of GCAHT. The treasurer and auditor shall assure that there shall be strict accountability of all funds and reporting all receipts and disbursements of GCAHT. The treasurer and auditor of GCAHT shall be required to file and official bond with the Board of Directors in an amount, which shall be established by the Board. Should the existing bond or bonds or any such officer be extended to cover the obligations provided herein, said bond shall be the official bond required herein. The premiums on any such bonds attributable to the coverage required herein shall be an appropriate expense of GCAHT.

(c) Attorney. The Board of Directors shall have the power to appoint one or more legal advisors to GCAHT who shall perform such duties as may be prescribed by the Board.

(d) Administrative Services and Reimbursement of Costs.

1. The Board of Directors may contract with a Party to provide necessary administrative services to GCAHT, including the services described in Section 6(a), (b) and (c). The amount charged by the Party to provide such services to GCAHT shall be fixed by agreement between the Board of Directors and the governing board of the Party providing such services. In the absence of an agreement on costs, the Party providing services to GCAHT under this Section 6 may charge GCAHT the amounts necessary to recover the direct and indirect costs of such services.

2. If GCAHT contracts with a Party to provide GCAHT with administrative services through persons who are employees and officers of the Party, then any retirement liabilities associated with that Party's employees and officers shall not constitute a liability of GCAHT or any other Party. This Section 6(d)(2) shall not preclude a Party providing administrative services to GCAHT pursuant to a contract with GCAHT from accounting for such salary and benefit costs when negotiating the rates that the Party will charge GCAHT for providing such services.

Section 7. Financial Provisions

(a) Fiscal Year. The Fiscal Year of GCAHT shall, unless and until changed by the Board of Directors, commence on the 1st day of July of each year and shall end on the 30th day of June of the next succeeding year except that the initial Fiscal Year of GCAHT shall commence on the Effective Date and end on the immediately following 30th day of June.

(b) Budget.

1. General Budget. Within one hundred and twenty days (120) after the first meeting of the Board of Directors, a general budget for the first fiscal year shall be adopted by the vote of a majority of all the Directors. The budget shall distinguish between administrative costs (i.e., the cost of operating GCAHT) and Program costs (i.e., the financing of the programs funded or sponsored by GCAHT). Thereafter, at or prior to the last meeting of the Board of Directors for each fiscal year, a general budget shall be adopted for the ensuing fiscal year or years by a vote of at least a majority of all Directors of the Board.

2. Expenditures for the Approved Budget. The payment of all GCAHT obligations is limited to the amount of appropriations allowed in GCAHT's approved budget, except as it may be revised with the approval of a majority of all of the Directors of the Board of Directors.

(c) Contributions by the Parties.

1. Administrative Cost Contributions. The GCCOG shall be responsible for GCAHT’s administrative costs until June 30, 2024. After this initial period, and in consideration of the mutual promises contained herein, the Parties agree that they shall make annual contributions (each a “Fee” and collectively the “Fees”) towards the budgeted administrative costs of GCAHT in accordance with a cost allocation formula as outlined below:

POPULATION	ANNUAL ADMINISTRATIVE FEE
Up to 30,000	\$7,500
30,001 – 60,000	\$15,000
60,001 – 100,000	\$32,500
>100,000	\$47,500

The Fees shall be assessed annually. After the first fiscal year, the Fees shall increase annually in an amount equal to the U.S. Bureau of Labor Statistics consumer price index for all urban consumers in the Los Angeles-Long Beach-Anaheim area for the 12-month period preceding the year the Fees are assessed. Payment of the Fees shall be due within 30 days of receipt of an invoice from the GCAHT. The invoice shall indicate how the Fees were calculated. A Party's contribution to GCAHT's administrative costs shall be in the form of money, unless the Board of Directors approves another form of contribution such as services, personal property or use of real or personal property, or other in-kind contributions. The acceptance and valuation of any such non-monetary contributions may be used to offset in whole or part a Party’s contribution as determined in the sole and absolute discretion of the Board of Directors. Notwithstanding the above, after the first fiscal year the Board of Directors may establish Fees in an amount the Board of Directors deems financially prudent; provided it shall roughly be proportional as to each Party in the amounts reflected in the table above.

2. Program Cost Contribution. The particular programs and program budget, funded, sponsored or operated by GCAHT, as well as the level of, and mechanisms for, the involvement of GCAHT and each Party, in such programs and program budget, shall be determined and approved by the Board of Directors.

(d) Accounts and Reports.

1. Books and Records. There shall be strict accountability of all GCAHT funds and accounts and report of all GCAHT receipts and disbursements. Without limiting the generality of the foregoing, GCAHT shall establish and maintain such funds and accounts as may be required by good accounting practice. The books and records of GCAHT shall be open to inspection at all reasonable times by each Party and its duly authorized representatives.
2. Annual Audit. The person appointed by the Board of Directors to perform the auditor function for GCAHT shall cause an annual independent audit of the accounts and records of GCAHT and records to be made by a certified public accountant or firm of certified

public accountants in accordance with Government Code section 6505. Such audits shall be delivered to each Party and shall be made available to the public.

3. Annual Financial Report. Pursuant to section 6539.5 of the Government Code, GCAHT shall publish an Annual Financial Report that shall describe the funds received by GCAHT and the use of such funds by GCAHT. The Annual Financial Report shall describe how the funds received by GCAHT have furthered the purposed of GCAHT.

(e) Funds. Subject to the applicable provisions of any instrument or agreement which GCAHT may enter into, which may provide for a trustee or other fiscal agent to receive, have custody of and disburse GCAHT funds, the person appointed by the Board of Directors to perform the treasurer function for GCAHT shall receive, have the custody of and disburse GCAHT funds as nearly as possible in accordance with generally accepted accounting principles, shall make the disbursements required by this Agreement or to carry out any of the provisions or purposes of this Agreement.

Section 8. Amendments and Additional Parties.

(a) This Agreement may not be amended or modified except by a vote of two-thirds of all the Parties through formal action approving such an amendment by the Parties' respective governing bodies.

(b) No addition to, or alteration of, the terms of this Agreement, whether by written or oral understanding of the parties, their officers, employees or agents, shall be valid or effective unless made in the form of a written amendment which is formally adopted and executed by the Parties in the same manner as this Agreement.

Section 9. Non-Liability for Obligations of GCAHT.

(a) The debts, liabilities, and obligations of GCAHT shall not be the debts, liabilities and obligations of any of the Parties or personal debts, liabilities and obligations or the Directors, officers or employees of GCAHT; provided that a Party may, by an agreement separate from this Agreement, contract for, or assume responsibility for, specific debts, liabilities, or obligations of GCAHT.

1. Indemnification. The GCAHT shall defend, indemnify and hold harmless each Party, its officers, agents, employees, representatives and volunteers (the "Indemnitees") from and against any loss, injury, claim, lawsuit, liability, expense, or damages of any kind or nature (collectively, "Claims") brought by a third party which arises out of or in connection with GCAHT's administration of this Agreement, including such third party claims arising out of or in connection with any Indemnitees acting within their authorized capacity as an officer, agent, employee, representative or volunteer of GCAHT. The GCAHT's duty to defend and indemnify under this Section shall not extend to Claims otherwise arising out of the Indemnitees' own active negligence, omissions or willful misconduct, whether in whole or part. The GCAHT shall finance its obligation pursuant to this Subsection by establishing a liability reserve fund, and/or by purchasing commercial insurance, and/or by joining a joint powers insurance authority (JPIA) as determined by the Board. In the event the GCAHT's financial obligations to indemnify, defend and hold harmless, pursuant

to this Subsection, exceed the liability reserve fund and/or the proceeds from any applicable insurance and/or JPIA coverage maintained by the GCAHT (hereinafter “Unfunded Liability”), a Party or Parties may meet and confer with GCAHT in good faith to negotiate alternative means or mechanisms by which GCAHT may fund such Unfunded Liability; however, in no event shall the event of an Unfunded Liability relieve, limit or waive GCAHT’s obligations of indemnity or defense to each Party as first set forth above in this Section. Nothing herein shall obligate any Party to indemnify or hold harmless GCAHT for any Unfunded Liability.

2. Assignment. Each Party shall assign to the GCAHT its rights, title, and interest to recover damages from any third party for Claims arising out of this Agreement, to the extent that the GCAHT has met its obligations to defend and indemnify such Party pursuant to this Section.
3. Survival. GCAHT’s duty to defend, indemnify and hold harmless shall survive and continue in full force and effect after withdrawal of any Party from this Agreement, including as to the withdrawing Party, or termination of this Agreement for any reason with respect to any Claims that occurred before the date of such withdrawal or termination.

Section 10. Admission and Withdrawal of Parties.

- (a) Admission of New Parties. It is recognized that additional Parties other than the original Parties, may wish to join GCAHT. Any city within the Gateway Cities subregion may become a Party to GCAHT upon such terms and conditions as established by the Board of Directors. As a condition precedent to becoming a Party more than six months after the Effective Date, an eligible entity may thereafter become a Party to this Agreement; provided that (1) this Agreement is adopted by its governing body and (2) the eligible entity pays a late joining fee. The late joining fee shall be calculated by totaling the annual fee the eligible entity would have paid under this Agreement had it been a Party in all years prior and up until the Effective Date. Notwithstanding the foregoing, an eligible entity’s late joining fee shall not exceed two times the amount of the applicable annual administrative fee existing at the time it becomes a Party. Payment shall be due within 30 days of receipt of an invoice from GCAHT.
- (b) Withdrawal from GCAHT. Parties may withdraw from GCAHT at any time upon their governing board’s adoption of a resolution that so states the Party’s intent to withdraw from GCAHT. The withdrawal of any Party, either voluntarily or involuntarily, unless otherwise provided by the Board of Directors, shall be conditioned as follows:
 1. In the case of a voluntary withdrawal, written notice shall be given to GCAHT six months prior to the effective date of withdrawal; and
 2. Unless otherwise provided by a unanimous vote of the Board of Directors, withdrawal shall result in the forfeiture of that Party’s rights and claims relating to distribution of property and funds upon termination of GCAHT as set forth in Section 2 above. Withdrawn members shall not be entitled to any reimbursement of Fees.

Section 11. Notices.

- (a) Notices required or permitted hereunder shall be sufficiently given if made in writing and delivered either personally or by registered or certified mail, postage prepaid, to the persons and entities listed herein at the following addresses, or to such other address as may be designated to GCAHT on the Parties signature page for formal notice:

Section 12. Miscellaneous.

- (a) Section Headings. The section headings herein are for convenience only and are not to be construed as modifying or governing or in any manner affecting the scope, meaning or intent of the provisions or language of this Agreement.
- (b) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same Agreement.
- (c) Laws Governing. This Agreement is made in the State of California under the Constitution and laws of such State and shall be construed and enforced in accordance with the laws of California.
- (d) Severability. Should any part, term, portion or provision of this Agreement, or the application thereof to any person or circumstance, be held to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual it shall be deemed severable, and the remainder of this Agreement or the application thereof to other persons or circumstances shall continue to constitute the Agreement the Parties intended to enter into in the first instance.
- (e) Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the respective Parties. No Party may assign any right or obligation hereunder without the written consent of a majority of the other Parties.

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed and attested by their duly authorized officers as follows:

CITY OF LAKEWOOD

NOTICE TO CITY TO BE GIVEN TO:

Mayor

CITY MANAGER
CITY OF LAKEWOOD
5050 CLARK AVENUE
LAKEWOOD, CALIFORNIA 90712
562/866-9771

Dated: _____

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

Date

Gateway Cities
Affordable Housing Trust
Bylaws

Approved by the
Gateway Cities Affordable Housing Trust Board of Directors

On _____, 2023

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Part 1 – Introduction to the Gateway Cities Affordable Housing Trust

Establishment

On January 4, 2023, the Gateway Cities Council of Governments approved the formation of the Gateway Cities Affordable Housing Trust (“GCAHT” or “Trust”). The Trust is a joint powers agency, which may do any of the following: (1) fund the planning and construction of affordable housing of all types and tenures for persons and families of extremely low-, very low-, low-, and moderate-income as defined in Section 50093 of the Health and Safety Code; (2) receive public and private financing and funds; and (3) authorize and issue bonds, certificates of participation, or any other debt instrument repayable from funds and financing received and pledged by the Trust. The Trust may consist of any of the cities within the Gateway Cities Council of Governments, which is a joint powers agency representing a subregion of Los Angeles County.

The GCAHT was established on _____, by the execution of the Joint Exercise of Powers Agreement (the “Agreement”) by and between the Cities of _____, _____, _____ (collectively, the “Cities”). These Bylaws were adopted by GCAHT’s Board of Directors and provide for the organization and administration of GCAHT. These Bylaws supplement the Agreement.

GCAHT Guiding Vision and Mission

A Steering Committee consisting of staff from various cities within the boundaries of the Trust along with individuals representing Los Angeles County, affordable financing, and affordable developers met on three separate occasions to discuss and recommend various governance, policy, and a guiding vision and mission as follows:

The vision of the Gateway Cities Affordable Housing Trust is to secure funding for the region that will increase the production of affordable housing and provide safe and quality homes for lower- and moderate-income individuals and families.

The mission of the Gateway Cities Affordable Housing Trust is to finance the development of affordable housing in the region and thereby increase the supply of housing to lower- and moderate-income individuals and families.

GCAHT Guiding Principles

The guiding principles of the GCAHT:

1. Implement the findings and declarations of the Agreement.
2. Provide funding based on principles of fiscal responsibility and demonstrated value to the taxpayer and funder.

3. Retain local control and the ability for local governments to use GCAHT funding for housing solutions when needed, or to participate within the region as a whole.
4. Demonstrate accountability and transparency for parties to the Agreement and the public.
5. Promote public-private partnerships, nonprofit collaborations, and community building to maximize sources of public and private funds, when available, and to efficiently accelerate housing for moderate-, low-, very low- and extremely low-income individuals and families.
6. Provide opportunities to strengthen local partnerships and increase capacity of local cities and agencies engaged in fulfilling housing goals.
7. Commit to innovation and best practices in financing, production, and service delivery in supportive housing.
8. Serve the region’s needs geographically by (1) extremely low-, very low-, low-, and moderate-income, and supportive housing types and (2) population.
9. Foster collaborative planning to allow for project prioritization and establish a pipeline of projects.
10. Provide access to funding to ensure that the Gateway Cities subregion receives the maximum benefit for the resources provided.
11. Incorporate County’s Coordinated Entry System in conjunction with the cities’ locally driven protocols to ensure that the developed housing resources has appropriately targeted and prioritized eligible homeless populations for each project.

Part 2 – Bylaws of the Gateway Cities Affordable Housing Trust

ARTICLE I - Name

The name of this entity shall be the “Gateway Cities Affordable Housing Trust” or “GCAHT” in these Bylaws.

ARTICLE II – Board of Directors

Section A: GCAHT Board of Directors

1. All members of the Board of Directors must be from a city that is a party to the Agreement and shall be appointed as set forth in the Agreement.

2. Each of the nine (9) voting members of the Board of Directors of GCAHT shall be entitled to one (1) vote on the Board.

Section B: Selection of Advisory Board Members

An Advisory Board may be appointed by the Trust Board consisting of various government staff, persons with housing development, housing services, finance, and development expertise.

All Advisory Board members are entitled to attend all GCAHT regular and special meetings and to fully participate in such meetings but shall not constitute voting members of the Board.

Advisory Board members need not be elected officials.

Section C: Terms and Vacancies

1. Board of Directors: As set forth in the Agreement, terms of office for members of the Board of Directors shall generally be for two (2) years, subject to initial one (1) year terms for certain members as set forth in the Agreement. A Board of Director's seat shall be deemed vacant if he or she leaves elected office, or if his or her appointing body removes him or her. Upon a vacancy, the appointing body shall be notified and shall attempt to fill the vacancy within sixty (60) days of the vacancy occurring.
2. Advisory Board: Terms of office for members of the Advisory Board shall be for two (2) years. An Advisory Board member's seat shall automatically be deemed vacant if that member fails to attend three consecutive regular or special meetings. Upon a vacancy, the Trust Board shall be notified and shall attempt to fill the vacancy within sixty (60) days of the vacancy occurring.

ARTICLE III – Duties of Officers and Board Members

Section A: Duties of the Board of Director Members:

1. Meet when called by the Chair to plan and coordinate the business and proposed activities of GCAHT;
2. Review and consider applications for project funding;
3. Review and consider GCAHT's financial information, including the Annual Financial Report, any related independent audit, and the GCAHT's annual budget; and
4. Serve on subcommittees or task forces when appropriate.

Section B: Formation of Subcommittees

The Board may create subcommittees or task forces to accomplish the goals and purposes of GCAHT.

ARTICLE IV – Meetings

Section A: Regular Meetings

Regular meetings of GCAHT’s Board shall be held once every two (2) months, unless otherwise called by the Chair. Meeting notice, agenda, and public comment procedures shall comply with the provisions of the Ralph M Brown Act. The Clerk of the Board shall prepare meeting agendas and handle noticing requirements.

Section B: Special Meetings

Special meetings of GCAHT may be held at any time upon call of the Chair, provided that the special meetings’ noticing, and agenda complies with the Ralph M. Brown Act.

Section C: Voting on Project Funding

As set forth in the Agreement, every act or decision done or made by a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors. However, the Board should strive to attain a unanimous decision on all projects which receive funding from GCAHT.

Section D: Voting on Amending GCAHT’s Bylaws, Principles, or Procedures

1. Amendments to GCAHT’s Bylaws, Principles or Procedures shall be considered at a regular meeting and shall comply with the Ralph M. Brown Act.
2. An amendment to these Bylaws must be approved by a majority vote of the Board of Directors.

Section E: Minutes

The Clerk of the Board shall take minutes for GCAHT. A previous meeting’s minutes shall be considered and approved at a subsequent meeting by a majority vote of the Board of Directors.

Section F: Meeting Procedure

The conduct of meetings shall be guided by Robert's Rules of Order (most recent published edition) where the question at issue is not determined by these Bylaws.

Section G: Location of Meetings

The Board must meet in publicly accessible places typical for hosting public meetings, such as Council Chambers or city community rooms.

ARTICLE V – GCAHT Board Code of Conduct

This GCAHT Board Code of Conduct represents GCAHT’s commitment to high standards of ethics, public service, collegiality, and transparency. The following standards should be regarded as minimum expectations for conduct. GCAHT Board Members will act in accordance with and maintain the highest standards of professional integrity, impartiality, diligence, creativity, and productivity. GCAHT will act in accordance with applicable federal, state, and local laws and regulations.

Section A: Compliance with Policies

Members of the Board of Directors and Advisory Board will conduct the GCAHT business in accordance with the Agreement, these Bylaws, and all adopted policies, including conflict of interest policies.

Section B: Conflicts of Interest

1. The Board of Directors may not have a conflict of interest as determined by the California Political Reform Act (the “Act”), inclusive of the Levine Act, California Government Code section 81000, et. seq., and the regulations promulgated to effectuate the Act. Nor shall the Board of Directors have a conflict of interest under California Government Code section 1090.
2. Members of the Board of Directors are required to file a Statement of Economic Interest (Form 700) in the disclosure category as designated on the GCAHT Conflict of Interest Code.

Section C: Confidentiality

Members of the Board of Directors and Advisory Board must maintain the highest standards of confidentiality regarding information obtained directly or indirectly through their involvement with the GCAHT. This includes but is not limited to information about applications for funding, GCAHT parties and their organizations and funded agencies. Members must also avoid inadvertent disclosure of confidential information through casual public discussion, which may be overheard or misinterpreted. Notwithstanding the foregoing, the GCAHT recognizes that excepting such confidential information which must be carefully preserved, the conduct of its business shall be open and transparent in accordance with the Ralph M. Brown Act and the California Public Records Act.

Section D: Gifts or Honoraria

It is not permissible for members of the Board of Directors and Advisory Board to offer or accept gifts, gratuities, excessive favors, or personal rewards intended to influence GCAHT decisions or activities.

Section E: Harassment

Harassment, interpreted as unwelcome conduct, comment, gesture, contact, or intimidating and offensive behavior likely to cause offense or humiliation, will not be tolerated and may result in disciplinary measures up to and including removal from GCAHT Board.

Section F: Laws and Regulations

GCAHT business will be conducted in a manner that reflects the highest standards and in accordance with all applicable federal, state, and local laws and regulations.

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COUNCIL AGENDA

February 14, 2023

TO: The Honorable Mayor and City Council

SUBJECT: Fiscal Year (FY) 2022-23 Midyear Budget Review and Adjustments
and Presentation of the FY 2023-24 Mid-Cycle Budget Preparation Calendar

INTRODUCTION

The City is currently in the first year of the FY 2022-24 Two-Year Budget adopted in June 2022. With approximately seven months of FY 2022-23 data available, it is appropriate to review current budget estimates and revise where needed. Despite volatility and levels of uncertainty regarding the state of the economy, the City is faring well and expects to continue doing so. Revenues have trended favorably and anticipated expenditures have been largely in-line with forecasted amounts. The City is positioned to continue providing services and funding infrastructure improvements without foreseeable difficulties.

The focus of this report is on the City's two major funds, the General Fund and the Water Utility Enterprise Fund. Subsequently, however, there are several recommended adjustments to a few Special Revenue Fund accounts.

STATEMENT OF FACT

General Fund

The General Fund is the City's largest fund and one which the Council has discretionary authority. The Council approved the City's budget last summer and has since adopted various adjustments to General Fund expenditures. As a result, the currently adopted budget projects a surplus of \$1,240,565 where revenues would be greater than expenditures by this amount at the end the year. After taking into account year-to-date information, fiscal trends, and organizational needs, a newly calculated revised budget projection is expected to result in a surplus of \$4,261,152, or about \$3 million more than anticipated in the Adopted Budget. The table below summarizes the Adopted and Revised Budget snapshots:

	ADOPTED BUDGET	REVISED BUDGET	FAVORABLE / (UNFAVORABLE)
SOURCES / REVENUES	\$ 69,616,740	\$ 73,580,000	\$ 3,963,260
USES / EXPENDITURES	68,376,175	69,318,848	(942,673)
PROJECTED GENERAL FUND SURPLUS	\$ 1,240,565	\$ 4,261,152	\$ 3,020,587

General Fund - Revenues

As a whole, General Fund revenues are expected to total \$73,580,000 for the year, or \$3,963,260 more than previously budgeted. Within the increase there are a number of contributing items that are worth highlighting. The following table provides an overall view of General Fund revenues, with the noteworthy details below:

REVENUE ACCOUNT DESCRIPTION	ADOPTED BUDGET	REVISED BUDGET	FAVORABLE / (UNFAVORABLE)
PROPERTY TAXES	\$ 6,511,000	\$ 6,556,000	\$ 45,000
SALES TAX - BRADLEY BURNS	16,750,000	17,700,000	950,000
SALES TAX- MEASURE L	13,530,000	13,800,000	270,000
FRANCHISE FEES	1,520,000	1,560,000	40,000
BUSINESS LICENSE TAX	640,000	670,000	30,000
DOCUMENTARY TRANSFER TAX	250,000	280,000	30,000
TRANSIENT OCCUPANCY TAX	80,000	90,000	10,000
UTILITY USERS TAX	2,795,000	3,350,000	555,000
OTHER TAXES	119,000	89,000	(30,000)
LICENSES & PERMITS	1,326,000	1,913,300	587,300
FINES / FORFEITURES / PENALTIES	757,100	682,100	(75,000)
USE OF MONEY & PROPERTY FROM OTHER AGENCIES	619,350	619,350	-
CURRENT SERVICE CHARGES	11,074,000	11,391,000	317,000
BUDGETED TRANSFERS	9,324,490	10,558,450	1,233,960
	4,320,800	4,320,800	-
TOTAL REVENUE	\$ 69,616,740	\$ 73,580,000	\$ 3,963,260

- Sales and Use Tax: Bradley Burns and Measure L – Combined they account for a projected increase of \$1.22 million. The City’s major industry sectors (i.e., general consumer goods and building & construction) have experienced stronger than anticipated sales. This is fairly consistent with national consumer trends. Additionally, broader economic developments and higher interest rate factors have not adversely impacted the sale of goods locally. Another favorable trend is the continued robust growth of online sales captured by Measure L, without a noticeable impact on local Bradley-Burns revenues.
- Current Service Charge - \$1,233,960 increase. Of this amount, about \$754,000 stems from unanticipated one-time reimbursements from the State as part of their mandated program for Municipal Storm Water and Urban Runoff Discharges. Until this year, related costs (incurred over an 11-year period between 2002 and 2013) had remained unfunded despite ongoing staff efforts seeking mandated reimbursement from the State. An additional \$277,000 of the projected increase is from anticipated Building Department Plan Check fees as more projects are expected to be submitted for review and approval. Lastly, about \$153,000 is from participation in various Recreation and Community Services (RCS) classes and activities being greater than anticipated.

- Utility User’s Tax - \$555,000 increase. This is largely the result of higher electricity and natural gas costs over the course of the year. This positively affects the City as an increase in revenues, with an offsetting adverse effect on expenditures as the City is also a consumer.
- Licenses and Permits - \$587,300 increase. Similar to Plan Check fees above, this projected increase (\$582,000) to Building & Safety Permits is the result of an increased number of projects expected to be submitted for approval.

General Fund - Expenditures

Operational expenditures are largely trending as expected and in alignment with the adopted budget. That said, it is anticipated that they will increase by \$942,673 or about 1.4%, with greater adjustments stemming from changes in Employee Services, Contractual Services, and Capital Outlay categories. Following is a table summarizing those changes, with further specifics below the table:

EXPENDITURE ACCOUNT DESCRIPTION	ADOPTED BUDGET	REVISED BUDGET	FAVORABLE / (UNFAVORABLE)
EMPLOYEE SERVICES	\$ 26,710,768	\$ 26,453,536	\$ 257,232
CONTRACT SERVICES	29,166,784	29,695,452	(528,668)
FACILITIES EXPENSES	2,191,700	2,273,408	(81,708)
OFFICE EXPENSES	180,400	180,924	(524)
MEETING EXPENSES	136,200	168,600	(32,400)
SPECIAL DEPT SUPPLIES	2,559,398	2,627,118	(67,720)
OTHER OPERATING EXP	3,065,075	3,063,424	1,651
CAPITAL OUTLAY	865,850	1,356,386	(490,536)
OPERATIONAL EXPENDITURES	\$ 64,876,175	\$ 65,818,848	\$ (942,673)
CAPITAL PROJECTS (CIPs) SET-ASIDE	3,500,000	3,500,000	-
TOTAL EXPENDITURES	\$ 68,376,175	\$ 69,318,848	\$ (942,673)

- Employee Services - \$257,232 decrease. On a Citywide basis, we anticipate realizing savings from vacant full-time and part-time positions. Unfortunately, the City is not immune to staffing issues that are quite common in the current labor market as it is difficult to fill vacant positions across most sectors. This is an operational challenge as staff makes every effort to maintain services at their expected level.
- Contract Services - \$528,668 increase. This amount includes approximately \$213,000 in prior year Los Angeles County invoices that were received after the end of last fiscal year and need to be paid from current year allocations. Staff is putting systems in place to better identify invoices that may be missing prior to “closing the books” at the end of the fiscal year. Additionally, an appropriation of \$100,000 is included to provide

more extensive general plan and economic development consulting services. Increased demand in RCS classes and activities necessitate approximately \$86,000 in additional contract service expenditures. Extraordinary and unanticipated facility and emergency tree maintenance services necessitates an additional \$69,000 in funding. Lastly, an increase in building permit activity requires about \$33,000 in additional appropriations.

- Capital Outlay - \$490,536 increase. There are two main components to this: \$378,000 is the result of shifting several originally budgeted items (vehicles & equipment) from next fiscal year to the current year. Concerns regarding availability and significant price increases prompts this action. The adjustment results in a commensurate decrease in next year’s budgeted expenditures. Lastly, \$90,000 is requested for the full relocation of the City’s Emergency Operations Center (EOC). This amount covers all the equipment and technological upgrades needed.
- Facility Expenses - \$81,708 increase. The vast majority of this amount is due to utility costs being greater than anticipated.

Water Utility Enterprise Fund

The Water Utility Enterprise Fund is the City’s second largest fund. It accounts for the full operation of the City’s robust water system.

The adopted budget anticipated a deficit of \$1,426,607 as reserve funds are scheduled to be used during the year. After taking into account year-to-date information and fiscal trends, a revised budget projection results in a revised \$1,298,375 deficit or \$128,232 more favorable. The table below summarizes the adopted and revised budget snapshots:

WATER FUND SUMMARY	ADOPTED BUDGET	REVISED BUDGET	FAVORABLE / (UNFAVORABLE)
SOURCES / REVENUES	\$ 13,840,550	\$ 14,193,450	\$ 352,900
USES / EXPENSES	\$ 15,267,157	\$ 15,491,825	(224,668)
PROJECTED WATER FUND DEFICIT	\$ (1,426,607)	\$ (1,298,375)	\$ 128,232

Water Fund - Revenues

Overall, water revenues are anticipated to be \$14,193,450 or \$352,900 more than originally budgeted. As the City has experienced historically, water meter sales (the largest revenue source) are highly sensitive to weather patterns and may vary significantly. The table below provides an overall view of revenues, followed by some brief notations.

REVENUE ACCOUNT DESCRIPTION	ADOPTED BUDGET	REVISED BUDGET	FAVORABLE / (UNFAVORABLE)
INVESTMENT EARNINGS	\$ 105,000	\$ 105,000	\$ -
RENTS AND CONCESSIONS	61,800	61,800	-
ENERGY UTILITY REBATES	10,000	10,000	-
OTHER REVENUE	350,750	822,525	471,775
METERED WATER SALES	11,399,000	11,183,550	(215,450)
METERED WTR SALES-INTERCONNECT	1,092,000	1,241,150	149,150
FIRE PROTECTION SERVICES	200,000	172,425	(27,575)
RECLAIMED WATER	520,000	545,000	25,000
SERVICE INITIATION FEES	42,000	42,000	-
SERVICE RESTORATION CHARGES	60,000	10,000	(50,000)
TOTAL REVENUES	\$ 13,840,550	\$ 14,193,450	\$ 352,900

- Other Revenue - \$471,775 increase. There is a total increase of \$551,100 resulting from additional water rights leases to Golden State Water Company (\$303,600) and the City of Compton (\$247,500). These amounts are offset by a decrease of \$85,350 in anticipated revenue from contract work for the City of Bellerose, as their stormwater project at Caruther's Park is proceeding slower than scheduled.
- Metered Water Sales - \$215,450 decrease. Projected water sales for the year are lower as year-to-date water consumption is less than originally anticipated. Greater than expected rainfall this year is a primary factor.
- Metered Water Sales (Interconnect) - \$149,150 increase. It is anticipated that interconnection water sales to the City of Long Beach will be greater than originally projected.

Water Fund - Expenses

Water expenses are expected to be \$15,491,825, or \$224,668 more than projected in the adopted budget.

EXPENSE ACCOUNT DESCRIPTION	ADOPTED BUDGET	REVISED BUDGET	FAVORABLE / (UNFAVORABLE)
EMPLOYEE SERVICES	\$ 3,166,628	\$ 3,166,628	\$ -
CONTRACT SERVICES	1,084,600	1,089,600	(5,000)
FACILITIES EXPENSES	2,749,750	2,749,750	-
OFFICE EXPENSES	3,250	3,250	-
MEETING EXPENSES	8,250	8,250	-
SPECIAL DEPT SUPPLIES	881,187	977,687	(96,500)
OTHER OPERATING EXP	5,297,792	5,350,960	(53,168)
CAPITAL OUTLAY	280,000	350,000	(70,000)
INTERDEPT TRANSFERS	1,795,700	1,795,700	-
OPERATIONAL EXPENSES	\$ 15,267,157	\$ 15,491,825	\$ (224,668)

- Special Department Supplies - \$96,500 increase. Additional equipment and supplies were necessary as part of recent system upgrades.
- Capital Outlay - \$70,000 increase. Similar to the item described in the General Fund, this is the result of shifting one originally budgeted item (bobcat) from next fiscal year to the current year. The adjustment results in a commensurate decrease in next year's budgeted expenditures.

Special Revenue Funds

There is a need to modify several allocations that are designated for specific projects as allowed by the restricted funding source. Following is brief description for each:

- Community Development Block Grant Funds (CDBG) Funding for Weingart Senior Center - \$278,488 increase. Formally allocate available CDBG Funds for the upcoming capital improvements at the facility.
- Proposition A Transportation Funds - \$216,703 increase. Similar to previously mentioned vehicle purchases, this is the result of shifting three DASH vehicles originally budgeted next fiscal year to the current year. The adjustment results in a commensurate decrease in next year's budgeted expenditures.
- METRO (TDA Article 3) Transportation Funds - \$75,522 increase. Formally budget undesignated funds for annual operational sidewalk repairs.
- Air Quality Management District (AQMD) Funds - \$6,606 increase. As a result of higher than anticipated pricing, formally increase the budget for the purchase of four Parking Control Officer (PCO) vehicles.

- CDBG Funds for Non-Profit Organizations - \$6,926 decrease. CDBG program requirements cap the amount of funds that can be allocated to groups under the Public Services category based on a percentage of CDBG monies available. While historically this has not been an issue, lower revenues this year limited the funds that could be allocated. As a result, the groups were made whole with General Fund monies.
- Proposition A Transportation Funds - \$18,000 increase. The adjustment is necessary to fully fund annual Long Beach Transit operations, including the increased activity in the Dial-A-Lift Program.

Review and Update: FY 2023-24 Mid-Cycle Budget Preparation Calendar


As planning begins for the review of the city's FY 2023-24 Budget, staff has prepared a calendar of milestone dates culminating with the Council's review and scheduled adoption of the revised budget on June 13, 2023. Attached is a draft calendar.

RECOMMENDATION

It is recommended that the City Council:

- 1) Adopt the noted changes for inclusion into the City's FY 2022-23 Revised Budget and direct staff to make all related adjustments to the City's budget appropriations.
- 2) Receive and file the FY 2023-24 Revised Budget Preparation Calendar and provide direction to staff regarding the preparation of the upcoming budget.


Jose Gomez
Director of Finance & Administrative Services


Thaddeus McCormack
City Manager

Attached:
FY 2023-24 Mid-Cycle Budget Review Calendar



**FY 2023-24
Budget Review Calendar**

By When?	Who?	What?
March 24th	Fin & Admin. Svcs. (FASD)	Provide departments with Budget Development reports: <ul style="list-style-type: none"> ◆ Full-time Position Allocation report ◆ Dept. budget analysis revenue and expend. Reports
April 17th	All Departments	<ul style="list-style-type: none"> ◆ Update FT Position Allocation report. Input budget figures into MS Excel reports for 1) FY 2022-23 Final Estimate and 2) FY 2023-24 Revised Budget. Email worksheets to assigned Budget Analyst. (Note: FASD will update Salary & Benefits Information)
April 27th	CM/FASD	<ul style="list-style-type: none"> ◆ Review department adjustment requests and update revenue and expenditure budgets as needed
May 1st - 5th	CM/FASD	<ul style="list-style-type: none"> ◆ Hold budget meetings with each departments ◆ Provide updated budget analysis reports ◆ Prepare preliminary budget summaries
May 15th - 19th	Council/CM/FASD	<ul style="list-style-type: none"> ◆ Meet w/ Council Committees
May 22nd - 25th	FASD	<ul style="list-style-type: none"> ◆ Update budget w/ input from CM and Council Committees
June 6th	FASD	<ul style="list-style-type: none"> ◆ Submit budget agenda report
June 13th	City Council	<ul style="list-style-type: none"> ◆ Adopt Revised FY 2023-24 Budget

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COUNCIL AGENDA

February 14, 2023

TO: The Honorable Mayor and City Council

SUBJECT: Lakewood Youth Hall of Fame Program

INTRODUCTION

The 41st Annual Lakewood Youth Hall of Fame Banquet will be held Monday, February 27, 2023 beginning at 6:30 p.m. at The Centre. The annual program recognizes the athletic achievements of high school and collegiate athletes who live in Lakewood or attend school in Lakewood. Awards will be presented for Performer of the Year in each sport, various Special Achievement awards, including Scholar Athlete of the Year, and the highlight of the event, the crowning of the Co-Athletes of the Year. The Hall of Fame Board of Electors convened January 19, 2023, to select the 2022 Athlete of the Year and honors for other athletes and coaches.

STATEMENT OF FACT

The Lakewood Youth Hall of Fame event is a prime example of combining the resources and efforts of public, private and non-profit organizations for a community sports recognition program. The program is sponsored primarily by the City of Lakewood and Piazza Family Restaurants. More than a dozen other local businesses and service organizations such as the Rotary Club of Lakewood, and Soroptimist International of Lakewood/Long Beach participate as program sponsors.

Each year, representatives from Lakewood-based high schools and area colleges, as well as members of the community, are invited to submit nominations and detailed information on athletes' achievements for the consideration of awards. The selection of awards is conducted by the Board of Electors, a volunteer panel of community members and school administrators. In addition to Athlete of the Year, the Board of Electors considers nominees for Performer of the Year in 18 sports and several additional Special Achievement categories. Every year, new honorees are added to the display at the Lakewood Youth Hall of Fame gallery located in the McDonald's restaurant on Woodruff Avenue. In addition to being immortalized in the Hall of Fame at the McDonald's restaurant, state and local elected officials recognize the honorees with certificates of commendation for their accomplishments.

On January 19, the Hall of Fame Board of Electors selected Fatimah Hall (Lakewood High School) and Mia Escandon (Saint Joseph High School) as the 2022 Co-Athletes of the Year. Fatimah was selected 1st team All CIF and 1st team All Moore League for her accomplishments as setter for the Lancer's girls' volleyball team. She was team captain, and selected team MVP at the conclusion of the season. Press Telegram named her 1st Team Dream Team and the 2022 Volleyball Player of the Year. She helped lead Lakewood to a 29-9 overall record, and finished the season ranked #8

player in the state of California. Fatimah has signed a Letter of Intent to attend San Diego State University, and will continue her volleyball career at the collegiate level.

Mia was center mid fielder and team captain for the Jester's soccer team. During the 2022 season, she scored 12 goals and completed 14 assists, which are impressive numbers for her position. Mia helped lead her team to a CIF Division IV Championship, scoring the game winning goal during the game. In recognition of her achievements, she was named 1st Team CIF, and selected as the CIF Division IV Player of the Year. In addition to this, Mia earned 1st Team League recognition, Saint Joseph Team MVP, and was selected as the Press Telegram Player of the Year.

In 2022, the "Joe Esquivel Coach of the Year Award" was proposed to be added to the slate of awards to honor a local high school coach for their outstanding achievement and contributions to the advancement and well-being of athletes and their sport. Joe Esquivel was a former City Council member and mayor, and served as an original member of Lakewood Youth Hall of Fame Board of Electors, continuing in that role through 2019. Mr. Esquivel was well known for his dedication to youth sports in Lakewood. One of his greatest joys as a resident of Lakewood was serving as a volunteer coach with the Lakewood Youth Sports (LYS) program, and for his service he earned the LYS Mayor's Award in 1975. Mr. Esquivel passed away in 2022 and this new award will honor his legacy.

Adding this award category to the Lakewood Youth Hall of Fame Regulations requires approval from the Lakewood City Council. The regulations, which were last revised in 2018, help govern the nomination and election process for the Hall of Fame. The regulations denote which members of the Lakewood community will serve as members of the Board of Electors and define the many categories recognizing athletes, coaches and youth sports contributors who will be elected each year.

SUMMARY


On Monday, February 27, the 41st Annual Lakewood Youth Hall of Fame Banquet will be held at The Centre honoring young Lakewood athletes for notable achievements in sports seasons concluding in the 2022 calendar year. In total, 20 Performers of the Year, 27 Distinguished Nominees, 18 Special Achievements and League Champions will be recognized. It is anticipated that this year's banquet will draw more than 400 members of the community to recognize the inductees for 2022. Tickets for the Hall of Fame Banquet are on sale for \$46 for adults and \$36 for students through February 16.

The inaugural Joe Esquivel Coach of the Year Award is slated to be distributed at this year's banquet. On an annual basis, each high school in Lakewood will nominate one coach for consideration by the Board of Electors. Criteria will be based on character and leadership. The recipient of this award will demonstrate a direct impact on his or her athletes, furthering the team's and/or individuals' goals in sports, scholastics, and life.

RECOMMENDATION

Staff recommends that the City Council authorize the mayor to approve the Lakewood Youth Hall of Fame Regulations with the addition of the Joe Esquivel Coach of the Year Award, honoring a coach or coaches whom have embodied leadership and the fundamentals of teaching young athletes in their sport(s).

Valarie Frost, Director *VF*
Recreation and Community Services


Thaddeus McCormack
City Manager

REGULATIONS
OF
LAKEWOOD YOUTH HALL OF FAME

ARTICLE I
GENERAL AND SPECIFIC PURPOSES

SECTION 1. The Lakewood Youth Hall of Fame is a function of the City of Lakewood in partnership with Piazza Family McDonald's Restaurants. The program is set forth to recognize athletes from the community and immortalize them within the McDonald's restaurant on Woodruff Avenue.

SECTION 2. The Lakewood Youth Hall of Fame will induct a new class annually. The City of Lakewood Recreation and Community Services Department will solicit nominations for induction from the community and each of the following high schools in the city—Artesia High School, Lakewood High School, Mayfair High School and Saint Joseph High School. Nominations are accepted and considered based sports seasons which conclude in the calendar year prior to the induction banquet. Nominations will be reviewed and voted on by the Board of Electors.

SECTION 3. Nominations will be accepted and voted on in the following categories:

- I. **Athlete of the Year:** honors the athlete who has demonstrated the most outstanding achievement(s) in one or multiple sports for the year. Once elected by the Board, the Athlete of the Year is removed from consideration for any other awards for the year being voted on.
- II. **Performer of the Year for each recognized sport:** honors the athlete(s) from each sport who has demonstrated the most outstanding achievement for the year.
 - a. **Distinguished Nominee:** honors the athlete(s) who have demonstrated high achievement for the year, but does not meet the level of Performer of the Year winners.
- III. **All-Round Performer:** honors the athlete(s) who has demonstrated outstanding achievement in multiple sports for the year.
- IV. **Outstanding High School Career Achievement:** honors the athlete(s) who has demonstrated outstanding achievement over the course of his/her four-year high school career in one or multiple sports. Nominations will only be accepted for athlete(s) completing his/her senior year of competition.
- V. **Outstanding Sustained Contribution to Youth Sports:** honors an individual(s) who has had a positive and significant impact on youth sports in the Lakewood community for an extended period of time.

- VI. **Larry Van Nostran Future Star Award:** honors one athlete who has demonstrated the most outstanding achievement in one sport among all high school freshmen. Nominees are eligible for consideration regardless of the level at which they competed. (i.e. a freshman competing at the varsity level will be considered as would a freshman at the frosh-soph level) The Larry Van Nostran Future Star Award may only be earned once.
- VII. **Joe Esquivel Coach of the Year Award:** honors one coach who has embodied leadership and the fundamentals of teaching young athletes in one or multiple sports. This coach's direct impact on his or her athletes furthers the team's and/or individuals' goals in sports, scholastics and life. Each school will nominate one coach for consideration by the board.
- VIII. **McDonald's Press On Award:** honors an athlete(s) who has overcome significant obstacles and demonstrated outstanding achievement in one or multiple sports in spite of obstacles. Nominations for this award will be presented to the Board of Electors, but will be voted on by the McDonald's Corporation.
- IX. **Scholar-Athlete of the Year:** honors one student-athlete from each Lakewood high school for outstanding academic and athletic achievement. High school administrators will select one student. The Board will not vote on this nomination.
- X. **LYS Coaches Mayor's Award:** honors Lakewood Youth Sports coaches who have achieved a service level of 18 sport seasons as a volunteer. The LYS Coaches Mayor's Award may only be awarded once and is the highest level of recognition for an LYS volunteer coach.
- XI. **High School League Champions/CIF Champions:** honors all teams that have won a league or CIF championship. No vote is required of the board.
- XII. **Outstanding Youth Team:** honors teams across the Lakewood youth athletic community which have demonstrated outstanding championship-level victories, generally beyond Lakewood's borders.
- XIII. **Special Olympics Athlete of the Year:** honors the Lakewood Special Olympics athlete who has demonstrated the most outstanding achievement(s) in one or multiple sports for the year.
- XIV. **Special Olympics Coach of the Year:** honors a Lakewood Special Olympics Coach who has demonstrated outstanding coaching practices, achievements, and dedication to the Special Olympians for the year.
- XV. **Chairman's Award:** honors athletes, coaches, administrators, and/or other figures in the Lakewood youth athletic community for outstanding accomplishments for the year, and/or over a period of time, and whose accomplishments do not otherwise fall within the defined categories listed above. Nominations will be brought to the Chairman of the Board of Electors for consideration and he/she will present the nomination(s) to the Board to be put to vote.

SECTION 4. The Board of Electors will meet in January, annually, to select athletes to be inducted into the Lakewood Youth Hall of Fame.

SECTION 5. The City of Lakewood will host a banquet to induct new members on the last Monday of February of each year. The banquet will be held at The Centre. The City of Lakewood will budget funds to host the event and will solicit sponsorships to aid in the cost of the

event. All inductees will be invited and will receive complimentary tickets as follows: three (3) tickets for Athlete of the Year, two (2) tickets for League Championship Teams and one (1) ticket for all other inductees.

ARTICLE II

BOARD OF ELECTORS

SECTION 1. NUMBER AND QUALIFICATIONS OF BOARD MEMBERS. The Board of Electors is comprised of City of Lakewood staff, high school representatives, community members, media, and elected and appointed officials. The board will be comprised of no less than 18 voting members and no more than 20. Specified roles are outlined as follows:

Non-voting Members:

- (a) City of Lakewood Staff – City Manager, Director of Recreation and Community Services, Assistant Director of Recreation and Community Services and one (1) Community Services Manager overseeing event and Board of Electors meeting.
- (b) Additional staff as deemed necessary may be appointed at the discretion of the Director of Recreation and Community Services.

Voting Members

- (a) One (1) Chairperson of the Board of Electors – The Chairperson of the Board will assist Lakewood staff in coordination and direction of the Board of Electors Meeting, will give direction to the board when required and will deliver an address at the Hall of Fame Banquet. The Chairperson of the Board of Electors will be a Lakewood City Council Member.
- (b) Two (2) representatives from Piazza Family McDonald’s Restaurants.
- (c) Eight (8) administrators from high schools in Lakewood – Two (2) Athletic Directors from each of the four schools noted in ARTICLE 1, SECTION 2 are desired, but in the absence of an Athletic Director the school may delegate a voting representative (e.g. a Principal or Assistant Principal).
- (d) One (1) Executive Director of the Weingart-Lakewood Family YMCA, or his or her designee, as representative of the organization.
- (e) Two (2) representatives from local sports media.

- (f) One (1) member of the Recreation and Community Services Commission, as named by the Director of Recreation and Community Services.
- (g) One (1) staff representative from the California Interscholastic Federation (CIF), Southern Section – to be occupied by the Commissioner of CIF Southern Section or a designee of the Commissioner.
- (h) No less than two (2) and no more than four (4) members at large from the Lakewood Community – Members at large will be appointed by the Director of Recreation and Community Services and will have affiliations to the Lakewood community and to the field of youth sports, thus being qualified to be contributing members of the Board of Electors.

SECTION 2. TERM OF OFFICE. Each member shall hold office as follows:

- (a) Chairperson of the Board will be appointed annually by the Lakewood City Council. There will be no minimum or maximum term limit restriction.
- (b) Piazza Family McDonald's representatives, high school administrators, Weingart-Lakewood Family YMCA Executive Director, sports media members, Recreation and Community Services Commissioner and CIF Southern Section Commissioner will be appointed based on position within each respective organization. The positions will remain as members of the Board of Electors ad infinitum.
- (c) Members at large will be required to submit an application to the City of Lakewood Recreation and Community Services Department. Upon review of the application, each member at large will serve on the Board of Electors for a three (3) year term. At the conclusion of each term, members at large must resubmit an application for review and approval by the Director of Recreation and Community Services. There will be no limit on number of terms a member at large may serve.

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*Housing
Successor*

**CITY OF LAKEWOOD SUCCESSOR AGENCY - HOUSING
FUND SUMMARY 1/26/2023**

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

3901	HOUSING SUCCESSOR AGENCY	20.00
		<hr/>
		20.00

Council Approval

Date

City Manager

Attest

City Clerk

Director of Finance and Administrative Services

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

<u>CHECK DATE</u>	<u>VENDOR NAME</u>	<u>CHECK AMOUNT</u>
01/26/2023	CHICAGO TITLE CO	20.00
	Totals:	<u>20.00</u>

**CITY OF LAKEWOOD SUCCESSOR AGENCY - HOUSING
FUND SUMMARY 2/9/2023**

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

3901	HOUSING SUCCESSOR AGENCY	30.00
		<hr/>
		30.00

Council Approval

_____ Date

_____ City Manager

Attest

_____ City Clerk

_____ Director of Finance and Administrative Services

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

<u>CHECK DATE</u>	<u>VENDOR NAME</u>	<u>CHECK AMOUNT</u>
02/09/2023	CHICAGO TITLE CO	30.00
	Totals:	<u>30.00</u>