

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

September 14, 2021

ADJOURNED MEETING:
WATER SUPPLY AND WATER RIGHTS UPDATE

6:00 p.m.
MAPLE ROOM

PROPOSED PLAN FOR USE OF FEDERAL AMERICAN RESCUE PLAN ACT FUNDS - Staff recommends that the City Council review the ARPA Ad Hoc Committee's recommendations and provide further direction for the use of ARPA funds allocated to the City of Lakewood.

CALL TO ORDER

7:30 p.m.

INVOCATION: Pastor Candace Kelly, Acts Community Bible Church

PLEDGE OF ALLEGIANCE: Girl Scout Troop 113/3433

ROLL CALL: Mayor Jeff Wood
Vice Mayor Steve Croft
Council Member Ariel Pe
Council Member Todd Rogers
Council Member Vicki Stuckey

ANNOUNCEMENTS AND PRESENTATIONS:
Presentation by Girl Scout Troop #04893 on Food Waste

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 July 27, and August 24, 2021.

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

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

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

RI-5 MEETING REPORTS AND AUTHORIZATIONS PURSUANT TO AB1234 - Staff recommends City Council receive and file the report.

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ROUTINE ITEMS: - Continued

- RI-6 MONTHLY REPORT OF INVESTMENT TRANSACTIONS - AUGUST 2021 - Staff recommends City Council receive and file the monthly report of investment transactions rendered for the month of August 2021.
- RI-7 RESOLUTION NO. 2021-55; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD EXTENDING A LOCAL EMERGENCY DUE TO THE COVID-19 VIRUS - Staff recommends City Council adopt proposed resolution.
- RI-8 AGREEMENT FOR FLOOR AND CARPET CLEANING SERVICES WITH SOLID SURFACE CARE - Staff recommends City Council authorize the Mayor to execute the agreement with SOLID Surface Care, subject to approval as to legal form by the City Attorney, to commence on October 1, 2021 and terminate on June 30, 2022, with the option to extend agreement in one year increments through June 30, 2024 at a contracted monthly rate not to exceed \$2,860.50 per month.
- RI-9 AGREEMENT FOR WINDOW CLEANING AND CARE SERVICES WITH PANE IN THE GLASS - Staff recommends City Council authorize the Mayor to execute the agreement with Pane In The Glass, subject to approval as to legal form by the City Attorney, to commence on October 1, 2021 and terminate on June 30, 2022, with the option to extend agreement in one year increments through June 30, 2024 at a contracted monthly rate not to exceed \$1,745 per month.

LEGISLATION:

- 2.1 SECOND READING AND ADOPTION OF ORDINANCE NO. 2021-3, ESTABLISHING THAT THE CITY'S GENERAL MUNICIPAL ELECTIONS SHALL BE HELD ON THE DATE OF THE STATEWIDE PRIMARY ELECTION IN EACH EVEN-NUMBERED YEAR - Staff recommends City Council adopt the proposed ordinance.

REPORTS:

- 3.1 AWARD OF BID FOR PUBLIC WORKS PROJECT NO. 2021-9, WELL 13A WATER TREATMENT PLANT INSTALLATION (PHASE 1) - Staff recommends the City Council award a contract in the amount of \$115,000 to JR Filanc Construction Company, Inc. of Escondido and authorize the Mayor to sign the contract in a form approved by the City Attorney; appropriate \$180,000 from the Water Reserve Fund for the project; authorize staff to approve a cumulative total of contract change orders, as needed, not to exceed \$25,000; and adopt the plans, specifications and working details for Public Works Project No. 2021-9, Well 13A Water Treatment Plant Installation (Phase 1).
- 3.2 AUTHORIZE PURCHASE OF PICNIC SHELTERS FOR RYNERSON PARK - Staff recommends City Council authorize staff to issue a purchase order (PO) for the purchase of two (2) ICON Shelter Systems picnic shelters for Rynerson Park to ICON Shelter Systems, in an amount not-to-exceed \$120,996, using Measure L funds, as part of the Rynerson Picnic Shelter Improvements project, and authorize the Mayor to sign the proposal.
- 3.3 MEASURE L CITIZENS OVERSIGHT COMMITTEE MEETING #3 UPDATE - Staff recommends the City Council receive and file the report.
- 3.4 REVIEW AND DISCUSSION OF LOS ANGELES COUNTY PUBLIC SAFETY POLICY AND REFORM CHANGES – Staff recommends City Council transmit a letter to elected officials representing Lakewood expressing objection to and concern over newly enacted public safety policies and reforms in Los Angeles County.

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LAKEWOOD HOUSING SUCCESSOR AGENCY

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

ORAL COMMUNICATIONS:

CLOSED SESSION:

PUBLIC EMPLOYEE PERFORMANCE EVALUATION, Pursuant to Government Code §54957

Title: City Manager

ADJOURNMENT

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

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

Adjourned

COUNCIL STUDY SESSION

September 14, 2021

TO: Honorable Mayor and City Council

SUBJECT: Proposed Plan for Use of Federal American Rescue Plan Act Funds

INTRODUCTION

At its May 25, 2021 meeting, the City Council received a report that outlined possible uses for the American Rescue Plan Act (ARPA) funds. After deliberation, the Council provided staff direction for projects that directly benefit the Lakewood community as it recovers from the effects of the pandemic. At its August 17, 2021 meeting, the City Council ARPA Ad Hoc Committee approved forwarding staff recommendations for full review of projects by the City Council.

STATEMENT OF FACTS

As stated in the staff presentation on May 25, within the categories of defined eligible uses, cities have discretion to decide how best to use this funding to meet the needs of their communities. Further guidance set forth by the Department of Treasury provided clearer direction on the appropriate use and subsequent reporting of these funds.

Specifically, recipients may use the funds to:

- Support public health expenditures, by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare and certain public health and safety staff;
- Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, impacted industries and the public sector;
- Serve the hardest-hit communities and families, using this funding to address the disproportionate public health and economic impacts of the crisis on these communities;
- Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
- Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,
- Invest in water, sewer and broadband infrastructure, making necessary improvements to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.

Regardless of which projects, programs or activities the funds are used for, all funds are required to be obligated by December 31, 2024 and expended by December 31, 2026.

DISCUSSION

Staff has culled together and developed cost estimates for the projects below that have arisen from the previous discussions on the use of the ARPA funds and which would seem to be allowed for under the Treasury Interim Final Rule:

1. Replace lost public sector revenue

ARPA funds may be used to replace revenue loss relative to the revenue collected in the full fiscal year prior to the COVID-19 public health emergency. To calculate this amount, the city utilized CalCities' revenue loss calculation tool that considers ARPA's provisions and the implementing rule issued by the Treasury Department in its results. The calculator yielded that the city's lost revenue is approximately \$64 million. Thus, the city can use its full allocation of \$11.3 million to offset an equal amount as lost revenue.

What can a city do with its funding from revenue loss? According to the Interim Final Rule, cities can spend revenue loss funding on a variety of government services. Government services can include, but are not limited to, maintenance or pay-go funded building of infrastructure, including roads; modernization of cybersecurity, including hardware, software, and protection of critical infrastructure; health services; environmental remediation; school or educational services; and the provision of police, fire, and other public safety services.

However, expenses associated with obligations under instruments evidencing financial indebtedness for borrowed money would not be considered the provision of government services, as these financing expenses do not directly provide services or aid to citizens. Specifically, government services would not include interest or principal on any outstanding debt instrument, including, for example, short-term revenue or tax anticipation notes, or fees or issuance costs associated with the issuance of new debt.

Government services would not include satisfaction of any obligation arising under or pursuant to a settlement agreement, judgment, consent decree, or judicially confirmed debt restructuring in a judicial, administrative, or regulatory proceeding, except if the judgment or settlement required the provision of government services. That is, satisfaction of a settlement or judgment itself is not a government service, unless the settlement required the provision of government services. In addition, replenishing financial reserves (e.g., rainy day or other reserve funds) would not be considered provision of a government service, since such expenses do not directly relate to the provision of government services.

In short, using ARPA funds to offset revenue loss allows the city to have broader discretion on the types of government services, as defined above, that can be funded. The subsequent items (presented in order of cost) reflect this broader discretion.

2. Concrete Medians for Conversion

Non-landscaped and concreted medians can be replaced with attractive eco-friendly medians that conform to "green street" standards. Staff identified 11 median sections throughout the

city. This project will beautify the medians with drought tolerant landscaping and stormwater friendly features. Estimated cost: \$2,194,184

3. *Palms Park Building Improvements*

A portion of ARPA funds can be used to supplement the Palms Park building improvements project, as part of the Strategic Infrastructure Plans. Along with funds from Measure L and other grants, the activity building at Palms Park can be renovated or replaced. Estimated cost: \$1,000,000

4. *Homelessness Services*

ARPA funds can be used to provide homelessness services. These include leasing a set number of beds dedicated to Lakewood homeless individuals at the New Hope Shelter in Bellflower, and/or providing vouchers for motel and hotel stays. Estimated cost: \$1,000,000

5. *Water Infrastructure Upgrades*

Three emergency interconnections with neighboring water systems are proposed. These projects include design and construction of booster stations, which will allow the city in emergency situations to share water with Golden State Water Company, City of Cerritos and Bellflower Somerset Mutual Water Company. Estimated cost: \$860,000

6. *Modular Office Units*

Two modular office units are proposed to house the Code Enforcement Division of the Community Development Department and the Project Management Division of the Public Works Department. These office units will allow staff to further spread out their workspaces. Estimated cost: \$550,000

7. *Replacement of City Hall and Centre Generators*

The backup generators at City Hall and the Centre are over 20 years old. Recently, the City Hall generator's switching mechanism failed, resulting in multiple power interruptions to the building. While a temporary fix was applied, the generators still need to be replaced owing to the criticality of their proper functionality if and when a real emergency occurs. Estimated cost: \$500,000

8. *Traffic Safety Upgrades*

Various traffic and pedestrian safety upgrades are proposed. Estimated cost: \$250,000

9. *Computer System Upgrades*

Several system upgrades are proposed, including business license software replacement, business processes and software streamlining, enhanced ransomware and malware protection, upgrades to the parking citation system, installation of a wireless network at City Hall, and an administrative cost for auditors' assistance with ARPA. Estimated cost: \$235,500

10. *Weingart Ballroom Replacement Flooring*

The carpet in the Weingart Ballroom needs to be replaced. Proposal is to use LVT (luxury vinyl tile) as it is highly durable and easy to maintain. Estimated cost: \$150,000

11. Events related items

These include items that have traditionally been rented to be used for various city events, including tables, inflatable attractions, generator and lighting. Estimated cost: \$137,000

12. Public safety related items

These include items to enhance surveillance, including personal alcohol screening devices, moving radar devices, handheld LIDAR devices, surveillance camera trailers and a message board. Estimated cost \$93,625

13. City Council Chambers Enhancements

Various technological and physical enhancements for the City Council Chambers include gooseneck microphones, improved LED lighting, personal monitors for the dais and a remote camera system. Estimated cost: \$91,600

14. CityTV Media Server Upgrade

The editing server that CityTV uses to store and edit video footage is in need of a replacement as it is nearing end of support. Estimated cost: \$36,200

15. Various other expenditures

Chamber of Commerce assistance to set up public benefits navigator: \$25,000

Telephone network upgrade: \$25,000

Senior technology lending program: \$25,000

Emergency Operations Center supplies: \$25,000

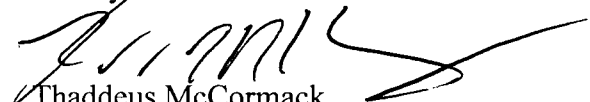
16. Unallocated funds and future potential use

Approximately \$3,826,981 remains from the \$11.3 million allocation, which the City Council can set aside for future use. This could include development of a Civic Center square or plaza that could serve as a welcoming open and large space for the community, and can also be used for outdoor events like concerts, weddings, meetings and other uses.

RECOMMENDATION

That the City Council review the ARPA Ad Hoc Committee's recommendations and provide further direction for the use of ARPA funds allocated to the City of Lakewood.

Paolo Beltran *PB*
Deputy City Manager


Thaddeus McCormack
City Manager

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

Routine Items



Minutes

Lakewood City Council

Regular Meeting held July 27, 2021

MEETING WAS CALLED TO ORDER at 7:30 p.m. by Mayor Wood in the Council Chambers at the Civic Center, 5000 Clark Avenue, Lakewood, California.

INVOCATION was offered by Rick Rodriguez, Lakewood Station Volunteer Clergy

PLEDGE OF ALLEGIANCE was led by Girl Scout Troop 70133

ROLL CALL: PRESENT: Mayor Jeff Wood
Vice Mayor Steve Croft
Council Member Ariel Pe
Council Member Todd Rogers
Council Member Vicki Stuckey

ANNOUNCEMENTS AND PRESENTATIONS:

Mayor Wood announced that the meeting would be adjourned in memory of longtime Lakewood resident Jean Haynes, who was married to former Lakewood Commissioner Chuck Haynes. He also announced that in cooperation with the L.A. County Fire and Sheriff's departments, the City would celebrate National Night Out on August 3rd at Palms Park.

Council Member Pe stated that he had attended and been impressed by the most recent Coffee With A Deputy and the Sheriff's Explorer Program events.

Mayor Wood introduced Captain David Sprengel of the Lakewood Sheriff's Station, who provided the quarterly update on public safety. Captain Sprengel introduced Deputy Pasquale Mastantuano, who would serve as the dedicated traffic enforcement deputy to the Lakewood team.

In response to Council Member Rogers' questions, Captain Sprengel commented on the impacts of the District Attorney's cases and filings and on the closing of the Men's Central Jail.

Council Member Rogers stated that very little revenue had been derived from traffic citations and that the primary obligation of the City as well as of the traffic deputies had been to provide safety for the community.

The Council Members thanked Captain Sprengel for the report and for the ongoing partnership with the Sheriff's Department.

ROUTINE ITEMS:

Mayor Wood stated that Routine Item 8 and Routine Item 11 would be considered separately.

VICE MAYOR CROFT MOVED AND COUNCIL MEMBER STUCKEY SECONDED TO APPROVE ROUTINE ITEMS 1 THROUGH 7, 9 THROUGH 10, AND 12 THROUGH 14.

RI-1 Approval of Minutes of the Meetings held June 22, and July 13, 2021

RI-2 Approval of Personnel Transactions

RI-3 Approval of Registers of Demands

RI-4 Report of City Council Committees' Activities

RI-5 Approval of Monthly Report of Investment Transactions - June 2021

RI-6 Approval of Quarterly Schedule of Investments - June 30, 2021

RI-7 Approval of Agreement with InfoSend for Utility Billing – Print and Mail Services Provider

RI-9 RESOLUTION NO. 2021-38; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD EXTENDING A LOCAL EMERGENCY DUE TO THE COVID-19 VIRUS

RI-10 Approval of FY 2021 Justice Assistance Grant Program Funding for License Plate Reader System

RI-12 Appropriation of Funds for Emergency Repair - Plant 27 14-Inch Steel Pipe and Award of Purchase Order to Doty Bros. Construction Co.

RI-13 RESOLUTION NO. 2021-39; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD ADDING A JOB CLASSIFICATION AND AMENDING EXISTING PAY RATE IN ATTACHMENT B OF RESOLUTION NO. 2020-15

RI-14 RESOLUTION NO. 2021-40 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD ESTABLISHING DISABLED PERSON DESIGNATED PARKING ON THE EAST SIDE OF HAYTER AVENUE WITHIN THE CITY OF LAKEWOOD

UPON ROLL CALL VOTE, THE MOTION WAS APPROVED:

AYES: COUNCIL MEMBERS: Croft, Pe, Rogers, Stuckey and Wood

NAYS: COUNCIL MEMBERS: None

ROUTINE ITEMS: - Continued

RI-8 DESIGNATION OF VOTING DELEGATE FOR LEAGUE ANNUAL CONFERENCE

City Manager Thaddeus McCormack explained Cal Cities, also known as the League of California Cities, would be holding its annual conference in September of this year in Sacramento. He added that when the City Council reorganized in April, the list of appointments had been revised to identify Council Member Stuckey as the voting delegate and Vice Mayor Croft as the alternate. He concluded by stating it was staff's recommendation that the City Council take action to confirm those selections or choose other preferences.

COUNCIL MEMBER STUCKEY MOVED AND VICE MAYOR CROFT SECONDED TO APPROVE STAFF'S RECOMMENDATION. UPON ROLL CALL VOTE, THE MOTION WAS APPROVED:

AYES: COUNCIL MEMBERS: Croft, Pe, Rogers, Stuckey and Wood

NAYS: COUNCIL MEMBERS: None

RI-11AMENDMENT TO AGREEMENT FOR INTERGOVERNMENTAL SERVICES WITH CITY OF BELLFLOWER FOR CARUTHERS PARK STORMWATER AND URBAN RUNOFF CAPTURE PROJECT CONSTRUCTION SUPPORT SERVICES

Staff stated that the item would be pulled at this time and would be considered by the Water Resources Committee noting that it would be brought back for Council consideration at a subsequent meeting.

1.1 • CONFIRMING REPORT OF DELINQUENT FEES AND CHARGES FOR GARBAGE, WASTE AND REFUSE COLLECTION AND DISPOSAL

Jose Gomez, Director of Finance and Administrative Services, made a presentation based on the report in the agenda regarding unpaid charges for garbage, waste and refuse accounts. He stated that it was recommended that the City Council hold a public hearing and adopt the proposed resolution confirming the Report of Delinquent Fees.

Mayor Wood opened the public hearing at 7:58 p.m. and called for anyone in the audience wishing to address the City Council on this matter. There was no response.

RESOLUTION NO. 2021-41; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD CONFIRMING THE REPORT OF DELINQUENT FEES AND CHARGES FOR GARBAGE, WASTE AND REFUSE COLLECTION AND DISPOSAL WITHIN THE CITY OF LAKEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, MAY 31, 2021

1.1 • CONFIRMING REPORT OF DELINQUENT FEES AND CHARGES FOR GARBAGE, WASTE AND REFUSE COLLECTION AND DISPOSAL -Continued
VICE MAYOR CROFT MOVED AND COUNCIL MEMBER PE SECONDED TO ADOPT RESOLUTION NO. 2021-41. UPON ROLL CALL VOTE, THE MOTION WAS APPROVED:

AYES: COUNCIL MEMBERS: Croft, Pe, Rogers, Stuckey and Wood
NAYS: COUNCIL MEMBERS: None

1.2 • RESOLUTION NO. 2021-36; RESIDENTIAL REFUSE RATES ADJUSTMENT
[Continued from June 22, 2021]

The Finance and Administrative Services Director made a presentation based on the report in the agenda pertaining to proposed adjustments in refuse collection and disposal fees. Mr. Gomez noted that one protest regarding the proposed increase had been received. He concluded by stating that staff recommended the City Council hold a public hearing and adopt the proposed resolution.

Mark Perumean, EDCO Waste Services, and staff responded to questions from Council Members regarding organic waste collection.

Mayor Wood opened the public hearing at 8:09 p.m. and called for anyone in the audience wishing to address the City Council on this matter.

Brian Cuaron Lakewood, spoke against State mandates on waste collection.

Mr. Gomez responded to an inquiry regarding the EDCO contract from Mitchell Ramirez, Lakewood, by identifying the proposed refuse rate adjustments.

RESOLUTION NO. 2021-36; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD TO ESTABLISH RESIDENTIAL REFUSE RATES FOR FISCAL YEAR 2021-22

Vice Mayor Croft stated that the City Council and staff had been very much involved as the regulations were being developed in order to help mitigate even more onerous requirements and to minimize the impacts to residents.

COUNCIL MEMBER PE MOVED AND VICE MAYOR CROFT SECONDED TO ADOPT RESOLUTION NO. 2021-36. UPON ROLL CALL VOTE, THE MOTION WAS APPROVED:

AYES: COUNCIL MEMBERS: Croft, Pe, Rogers, Stuckey and Wood
NAYS: COUNCIL MEMBERS: None

1.3 • RESOLUTION NO. 2021-37; WATER RATES ADJUSTMENT *[Continued from June 22, 2021]*

The Director of Finance and Administrative Services made a presentation based on the report in the agenda regarding water rate changes to take place over a three-year period. He stated that staff recommended the City Council hold a public hearing and adopt the proposed resolution.

Vice Mayor Croft stated that the Water Resources Committee, staff and consultants had worked diligently to evaluate capital needs, the need for new wells and the projected regulations for contaminants. He continued by stating that a realistic plan had been developed to ensure that adequate funds were available to maintain production and to make certain that the facilities were reliable and could meet residents' water needs.

Mayor Wood opened the public hearing at 8:23 p.m. and called for anyone in the audience wishing to address the City Council on this matter.

Mr. Gomez and Vice Mayor Croft responded to questions posed by Darryl Harris, Lakewood, regarding reserve funds, capital plan and the amount of the water rate increase.

Vice Mayor Croft replied to a question from Mitchell Ramirez, Lakewood, pertaining to the sale of water to other agencies.

RESOLUTION NO. 2021-37; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD AMENDING THE NORMAL QUANTITATIVE RATE CONTAINED IN SECTION 10 OF THE CITY'S "WATER SERVICE PROCEDURE MANUAL", AND AMENDING THE RECYCLED WATER RATE

VICE MAYOR CROFT MOVED AND COUNCIL MEMBER PE SECONDED TO ADOPT RESOLUTION NO. 2021-37. UPON ROLL CALL VOTE, THE MOTION WAS APPROVED:

AYES: COUNCIL MEMBERS: Croft, Pe, Rogers, Stuckey and Wood

NAYS: COUNCIL MEMBERS: None

1.4 • AWARD OF BID FOR PUBLIC WORKS PROJECT NO. 2020-3, IMPROVEMENTS TO THE EXISTING SAN MARTIN PARK

Samantha Chambers, Assistant Project Manager, made a presentation based on the report in the agenda related to the improvements to the existing San Martin Park project. She stated it was staff's recommendation that the City Council reject the protest filed by PUB Construction, Inc.; adopt the specifications, and working details for the subject project; award a contract for the Improvements to the Existing San Martin Park, Public Works Contract 2020-3, in the amount of \$733,000 to the low bidder Deark E&C Inc., and authorize the Mayor to sign the contract in a form approved by the City Attorney; authorize staff to approve a cumulative total of change orders, as necessary not to exceed \$110,000; and authorize construction management, materials testing, and labor compliance services for the project under Willdan Engineering's on-call agreement in the amount of \$136,215.

1.4 • AWARD OF BID FOR PUBLIC WORKS PROJECT NO. 2020-3, IMPROVEMENTS TO THE EXISTING SAN MARTIN PARK - Continued

Mayor Wood opened the public hearing at 8:33 p.m. and called for anyone in the audience wishing to address the City Council on this matter. There was no response.

COUNCIL MEMBER PE MOVED AND COUNCIL MEMBER STUCKEY SECONDED TO APPROVE STAFF'S RECOMMENDATIONS. UPON ROLL CALL VOTE, THE MOTION WAS APPROVED:

AYES: COUNCIL MEMBERS: Croft, Pe, Rogers, Stuckey and Wood

NAYS: COUNCIL MEMBERS: None

1.5 • CORONAVIRUS AID, RELIEF AND ECONOMIC RECOVERY ACT (CARES ACT) COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG-CV) CONSOLIDATED PLAN FISCAL YEAR 2020-2024 SUBSTANTIAL AMENDMENT NO. 3

Abel Avalos, Director of Community Development, displayed slides and made a presentation based on the report in the agenda regarding Coronavirus Aid, Relief And Economic Recovery Act (Cares Act) Community Development Block Grant (CDBG-CV) Consolidated Plan Fiscal Year 2020-2024 Substantial Amendment No. 3. He concluded by stating staff recommended the City Council conduct a public hearing to receive comments on the proposed Consolidated Plan Substantial Amendment; approve the FY 2020-2024 Consolidated Plan Substantial Amendment No. 3; and authorize the City Manager to direct staff to submit to HUD the approved Consolidated Plan Substantial Amendment No. 3 along with the required CDBG certifications.

Mayor Wood opened the public hearing at 8:39 p.m. and called for anyone in the audience wishing to address the City Council on this matter. There was no response.

Staff responded to questions from Brian Cuaron, Lakewood, and Darryl Harris, Lakewood.

VICE MAYOR CROFT MOVED AND COUNCIL MEMBER STUCKEY SECONDED TO APPROVE STAFF'S RECOMMENDATIONS. UPON ROLL CALL VOTE, THE MOTION WAS APPROVED:

AYES: COUNCIL MEMBERS: Croft, Pe, Rogers, Stuckey and Wood

NAYS: COUNCIL MEMBERS: None

1.6 • CONFIRMING REPORT OF 90-DAY DELINQUENT ADMINISTRATIVE CITATION FEES, RESOLUTION NO. 2021-42

The Community Development Director displayed slides and made a presentation based on the report in the agenda pertaining to the collection of 90-day delinquent administrative citation fines.

1.6 • CONFIRMING REPORT OF 90-DAY DELINQUENT ADMINISTRATIVE CITATION FEES, RESOLUTION NO. 2021-42 - Continued

Mr. Avalos stated that it was staff's recommendation that the City Council conduct a lien hearing pursuant to LMC Section 4908.3 and consider all competent evidence presented related to any outstanding delinquent fine amounts, late fees and related costs from fiscal year 2020-2021; adopt the proposed resolution finding that the final list of delinquent 2021 fines and related costs are due to the City as cost of nuisance abatement; order the outstanding delinquent fines to be paid within 5-days; and direct staff to forward after 5-days a final list of the unpaid fines to the County Tax Assessor for collection as a lien on the related property, as part of the annual property tax assessment.

Mayor Wood opened the public hearing at 8:50 p.m. and called for anyone in the audience wishing to address the City Council on this matter. There was no response.

RESOLUTION NO. 2021-42; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD CONFIRMING REPORT OF 90-DAY DELINQUENT ADMINISTRATIVE CITATION FEES WITHIN THE CITY OF LAKEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, JULY 27, 2021

VICE MAYOR CROFT MOVED AND COUNCIL MEMBER STUCKEY SECONDED TO APPROVE STAFF'S RECOMMENDATIONS AND ADOPT RESOLUTION NO. 2021-42 UPON ROLL CALL VOTE, THE MOTION WAS APPROVED:

AYES: COUNCIL MEMBERS: Croft, Pe, Rogers, Stuckey and Wood

NAYS: COUNCIL MEMBERS: None

2.1 • RESOLUTION NO. 2021-43; APPOINTMENT TO THE RECREATION AND COMMUNITY SERVICES COMMISSION

Vice Mayor Croft stated that with the retirement of longtime Recreation and Community Services Commissioner Winnie Heiss, he was pleased to introduce and nominate Veronica Lucio to serve the remaining term.

RESOLUTION NO. 2021-43; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD APPOINTING VERONICA LUCIO TO THE RECREATION AND COMMUNITY SERVICES COMMISSION

VICE MAYOR CROFT MOVED AND COUNCIL MEMBER ROGERS SECONDED TO ADOPT RESOLUTION NO. 2021-43. UPON ROLL CALL VOTE, THE MOTION WAS APPROVED:

AYES: COUNCIL MEMBERS: Croft, Pe, Rogers, Stuckey and Wood

NAYS: COUNCIL MEMBERS: None

SUCCESSOR HOUSING ACTIONS

1. Approval of Registers of Demands

VICE MAYOR CROFT MOVED AND COUNCIL MEMBER STUCKEY SECONDED TO APPROVE THE REGISTER OF DEMANDS. UPON ROLL CALL VOTE, THE MOTION WAS APPROVED:

AYES: COUNCIL MEMBERS: Croft, Pe, Rogers, Stuckey and Wood

NAYS: COUNCIL MEMBERS: None

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ORAL COMMUNICATIONS:

Christian Hamlin, Lakewood, addressed the City Council opposing mask mandates.

Brian Cuaron, Lakewood, spoke against vaccination requirements.

Mr. Harris, Lakewood, noting the deaths related to the COVID-19 pandemic, expressed support for mask mandates.

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ADJOURNMENT

There being no further business to be brought before the City Council, Mayor Wood adjourned the meeting at 9:14 p.m. A moment of silence was observed in memory of Jean Haynes.

Respectfully submitted,

Jo Mayberry, CMC
City Clerk



Minutes

Lakewood City Council

Adjourned Regular Meeting held August 24, 2021

MEETING WAS CALLED TO ORDER at 6:15 p.m. by Mayor Wood in the Maple Room, 5000 Clark Avenue, Lakewood, California.

ROLL CALL: PRESENT: Mayor Jeff Wood
Vice Mayor Steve Croft
Council Member Ariel Pe
Council Member Todd Rogers
Council Member Vicki Stuckey

LAKEWOOD EQUESTRIAN CENTER AND OPEN SPACE REGIONAL MASTER PLAN

Valarie Frost, Director of Recreation and Community Services, displayed slides and made a presentation based on the report in the agenda on the master plan for the Lakewood Equestrian Center and surrounding open space. She noted that all five of the Recreation and Community Services Commissioners were in attendance. She introduced Kayla Kelly-Slatten, Project Manager; David Sall, Director of Operations, Conservation Corps of Long Beach; and Glen Dake, Principal Landscape Architect, DakeLuna Consultants.

Ms. Kelly-Slatten provided an overview highlighting the master plan's purpose, objectives, project partners, opportunities, and constraints. She identified the various aspects of community engagement, reviewed the survey summary and outlined the next steps.

Mr. Dake discussed the features of the master plan, which included safety and security; land use optimization; connectivity and accessibility; and stormwater management.

The consultants and staff responded to questions and comments from Council Members regarding survey respondents, funding opportunities and coordination with other agencies.

Ms. Frost stated that staff recommended the City Council accept the work completed by the Lakewood Equestrian Center and Open Space Regional Master Plan Coordinating Committees and use the body of work which includes a proposed land use plan, results of a community wide survey, and comments received at community focus group meetings to guide future facility improvements and best practices at the Lakewood Equestrian Center and adjoining open spaces.

VICE MAYOR CROFT MOVED AND COUNCIL MEMBER STUCKEY SECONDED TO APPROVE STAFF'S RECOMMENDATIONS.

LAKEWOOD EQUESTRIAN CENTER AND OPEN SPACE REGIONAL MASTER PLAN - Continued

UPON ROLL CALL VOTE, THE MOTION WAS APPROVED:

AYES: COUNCIL MEMBERS: Croft, Pe, Rogers, Stuckey and Wood

NAYS: COUNCIL MEMBERS: None

. . .

ADJOURNMENT

There being no further business to be brought before the City Council, Mayor Wood adjourned the meeting at 6:54 p.m.

Respectfully submitted,

Jo Mayberry, CMC
City Clerk



Minutes

Lakewood City Council

Regular Meeting held
August 24, 2021

MEETING WAS CALLED TO ORDER at 7:30 p.m. by Mayor Wood in the Council Chambers at the Civic Center, 5000 Clark Avenue, Lakewood, California.

INVOCATION was offered by Wanda Thomas, The Bahá'í Faith Community

PLEDGE OF ALLEGIANCE was led by Cub Scout Pack 208

ROLL CALL: PRESENT: Mayor Jeff Wood
Vice Mayor Steve Croft
Council Member Ariel Pe
Council Member Todd Rogers
Council Member Vicki Stuckey

ANNOUNCEMENTS AND PRESENTATIONS:

Mayor Wood announced that the meeting would be adjourned in memory of Maria Alejandra Rojas, future mother-in-law of Recreation and Community Services Department Administrative Clerk Erica Mota; and in memory of Manuela Avalos, the mother of Community Development Director Abel Avalos.

The Mayor invited residents to Lakewood's Patriot Day event to be held on Saturday, September 11th. He stated that to help commemorate the 20th anniversary of Patriot Day, the City was also organizing a special Lakewood Day of Service earlier in the day.

Vice Mayor Croft stated that the U.S. Food and Drug Administration, after thorough review, had approved the Pfizer COVID-19 vaccine and encouraged those who had not yet been vaccinated to seek a local vaccine clinic to receive their doses.

ROUTINE ITEMS:

VICE MAYOR CROFT MOVED AND COUNCIL MEMBER PE SECONDED TO APPROVE ROUTINE ITEMS 1 THROUGH 15.

RI-1 Approval of Minutes of the Meetings held July 27, and August 10, 2021

RI-2 Approval of Personnel Transactions

RI-3 Approval of Registers of Demands

ROUTINE ITEMS: - Continued

RI-4 Report of City Council Committees' Activities

RI-5 Approval of Monthly Report of Investment Transactions - July 2021

RI-6 RESOLUTION NO. 2021-44; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD ADOPTING THE RECORDS RETENTION POLICY AND SCHEDULE

RI-7 RESOLUTION NO. 2021-45; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD AUTHORIZING THE DESTRUCTION OF CERTAIN PUBLIC RECORDS OF THE DEPARTMENT OF ADMINISTRATION MORE THAN TWO YEARS OLD

RESOLUTION NO. 2021-46; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD AUTHORIZING THE DESTRUCTION OF CERTAIN PUBLIC RECORDS OF THE DEPARTMENT OF CITY CLERK MORE THAN TWO YEARS OLD

RESOLUTION NO. 2021-47; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD AUTHORIZING THE DESTRUCTION OF CERTAIN PUBLIC RECORDS OF THE DEPARTMENT OF COMMUNITY DEVELOPMENT MORE THAN TWO YEARS OLD

RESOLUTION NO. 2021-48; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD AUTHORIZING THE DESTRUCTION OF CERTAIN PUBLIC RECORDS OF THE DEPARTMENT OF FINANCE AND ADMINISTRATIVE SERVICES MORE THAN TWO YEARS OLD

RESOLUTION NO. 2021-49; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD AUTHORIZING THE DESTRUCTION OF CERTAIN PUBLIC RECORDS OF THE DEPARTMENT OF PERSONNEL MORE THAN TWO YEARS OLD

RESOLUTION NO. 2021-50; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD AUTHORIZING THE DESTRUCTION OF CERTAIN PUBLIC RECORDS OF THE DEPARTMENT OF PUBLIC SAFETY MORE THAN TWO YEARS OLD

RESOLUTION NO. 2021-51; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD AUTHORIZING THE DESTRUCTION OF CERTAIN PUBLIC RECORDS OF THE DEPARTMENT OF RECREATION AND COMMUNITY SERVICES MORE THAN TWO YEARS OLD

RESOLUTION NO. 2021-52; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD AUTHORIZING THE DESTRUCTION OF CERTAIN PUBLIC RECORDS OF THE DEPARTMENT OF WATER RESOURCES MORE THAN TWO YEARS OLD

ROUTINE ITEMS: - Continued

RI-8 Approval of Agreement for Publication of Recreation and Community Services Catalog with Advantage Mailing, LLC

RI-9 Approval of Agreements for Median Landscape Maintenance Services and Mowing Services of City Facilities with LandCare

RI-10 Approval of Intergovernmental Services Agreement between the City of Lakewood and the City of Bellflower for Caruthers Park Stormwater and Urban Runoff Capture Project Post-Construction Operations, Maintenance and Monitoring Services

RI-11 Appropriation for Facilities Maintenance Annual Projects

RI-12 Authorization for Architectural Services - Dahlin Group - Palms Community Center Feasibility Study

RI-13 RESOLUTION NO. 2021-53; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD ESTABLISHING DISABLED PERSON DESIGNATED PARKING ON THE SOUTH SIDE OF CARDALE STREET WITHIN THE CITY OF LAKEWOOD

RI-14 Authorize Purchase of 2022 Chevrolet Silverado C3500 with Dump Body

RI-15 Creation of Ad Hoc Committee Regarding Long Term Water Supply and Rights Issues

UPON ROLL CALL VOTE, THE MOTION WAS APPROVED:

AYES: COUNCIL MEMBERS: Croft, Pe, Rogers, Stuckey and Wood

NAYS: COUNCIL MEMBERS: None

2.1 • INTRODUCTION OF ORDINANCE NO. 2021-3; ESTABLISHING THAT THE CITY'S GENERAL MUNICIPAL ELECTIONS SHALL BE HELD ON THE DATE OF THE STATEWIDE PRIMARY ELECTION IN EACH EVEN-NUMBERED YEAR

Thaddeus McCormack, City Manager, made a presentation based on the report in the agenda and noted that several changes in election law had necessitated the proposed ordinance to address upcoming election dates and City Council terms. He stated it was recommended that the City Council introduce the proposed ordinance.

ORDINANCE NO. 2021-3; AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD ESTABLISHING THAT THE CITY'S GENERAL MUNICIPAL ELECTIONS SHALL BE HELD ON THE DATE OF THE STATEWIDE PRIMARY ELECTION IN EACH EVEN-NUMBERED YEAR was read by title by the City Clerk.

VICE MAYOR CROFT MOVED AND COUNCIL MEMBER STUCKEY SECONDED TO WAIVE FURTHER READING AND INTRODUCE ORDINANCE NO. 2021-3.

2.1 • ORDINANCE NO. 2021-3; ESTABLISHING THAT THE CITY'S GENERAL MUNICIPAL ELECTIONS SHALL BE HELD ON THE DATE OF THE STATEWIDE PRIMARY ELECTION IN EACH EVEN-NUMBERED YEAR - Continued
UPON ROLL CALL VOTE, THE MOTION WAS APPROVED:

AYES: COUNCIL MEMBERS: Croft, Pe, Rogers, Stuckey and Wood

NAYS: COUNCIL MEMBERS: None

3.1 • SENATE BILL 9 (ATKINS) - HOUSING DEVELOPMENT: APPROVALS

Paolo Beltran, Deputy City Manager, displayed slides and made a presentation based on the report in the agenda regarding Senate Bill 9 preempting certain local land use authority including zoning, design standards, parking and overall application standards related to specific residential developments. He concluded by stating it was recommended that the City Council send an updated letter continuing to oppose the August 16, 2021, amended version of Senate Bill 9.

Council Member Rogers spoke against the proposed legislation noting the negative impacts to the quality of life with regards to parking, infrastructure and public safety issues; significant housing element costs; and cities' inability to provide basic levels of service.

The Council Members concurred with Council Member Rogers' comments and encouraged residents to reach out to their State representatives to make their voices heard.

Mayor Wood suggested that copies of the letter be sent to the various city-related organizations and to distribute the message in the City's eMagazine as well.

VICE MAYOR CROFT MOVED AND COUNCIL MEMBER STUCKEY SECONDED TO APPROVE SENDING AN UPDATED LETTER CONTINUING TO OPPOSE SENATE BILL 9. UPON ROLL CALL VOTE, THE MOTION WAS APPROVED:

AYES: COUNCIL MEMBERS: Croft, Pe, Rogers, Stuckey and Wood

NAYS: COUNCIL MEMBERS: None

3.2 • COLLECTION OF NUISANCE ABATEMENT COSTS FOR 2530 BOMBERRY STREET

Abel Avalos, Director of Community Development, displayed slides and made a presentation based on the report in the agenda pertaining to the collection of nuisance abatement costs for 2530 Bomberry Street. It was staff's recommendation that the City Council adopt the proposed resolution ordering the costs of abatement to be assessed as a lien for \$5,586.58 against the parcel of land commonly known as 2530 Bomberry Street, Lakewood California.

Sean Paden, attorney for the property owner, Steven Campanelli, cited reasons that the application be rejected.

3.2 • COLLECTION OF NUISANCE ABATEMENT COSTS FOR 2530 BOMBERRY STREET - Continued

Jamaar Boyd-Weatherby, City Prosecutor, and Steve Skolnik, for the City Attorney, concurred that the sole issue under consideration was the ordering of the costs of abatement of the property to be assessed as a lien.

RESOLUTION NO. 2021-54; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD ORDERING THE COSTS OF ABATEMENT TO BE A SPECIALLY ASSESSED LIEN AGAINST THE PARCEL OF LAND COMMONLY KNOWN AS 2530 BOMBERRY STREET, LAKEWOOD, CALIFORNIA

VICE MAYOR CROFT MOVED AND COUNCIL MEMBER STUCKEY SECONDED TO ADOPT RESOLUTION NO. 2021-54. UPON ROLL CALL VOTE, THE MOTION WAS APPROVED:

AYES: COUNCIL MEMBERS: Croft, Pe, Rogers, Stuckey and Wood

NAYS: COUNCIL MEMBERS: None

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SUCCESSOR HOUSING ACTIONS

1. Approval of Registers of Demands

COUNCIL MEMBER STUCKEY MOVED AND VICE MAYOR CROFT SECONDED TO APPROVE THE REGISTER OF DEMANDS. UPON ROLL CALL VOTE, THE MOTION WAS APPROVED:

AYES: COUNCIL MEMBERS: Croft, Pe, Rogers, Stuckey and Wood

NAYS: COUNCIL MEMBERS: None

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ORAL COMMUNICATIONS:

Brian Cuaron, Lakewood, addressed the City Council regarding Senate Bill 9; homeless issues in the vicinity of Carson Street and Pioneer Boulevard; a vote of no confidence in District Attorney George Gascón; and vaccine and mask mandates.

Vice Mayor Croft restated for the record that the FDA news release indicated their approval of the vaccine and of the rigorous, scientific standards that had been met for safety and effectiveness and referenced the Vaccine Adverse Event Reporting System (VAERS) website for additional information.

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ADJOURNMENT

There being no further business to be brought before the City Council, Mayor Wood adjourned the meeting at 8:30 p.m., to Tuesday, September 14, 2021, at 6:00 p.m. in the Maple Room. A moment of silence was observed in memory of Maria Alejandra Rojas and Manuela Avalos.

Respectfully submitted,

Jo Mayberry, CMC
City Clerk

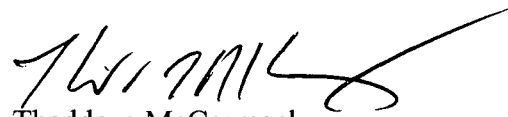
D I V I D E R S H E E T

COUNCIL AGENDA

September 14, 2021

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			
Marjorie Jennings	Purchasing Clerk	08A	09/07/2021
B. Changes			
None			
C. Separations			
None			
2. PART-TIME EMPLOYEES			
A. Appointments			
Rogelio Correa	Maintenance Trainee I	B	08/23/2021
Sophia Lu	Community Services Officer I	B	09/07/2021
Gerardo Pamanes	Maintenance Trainee I	B	08/23/2021
Angel Vazquez	Maintenance Trainee I	B	08/23/2021
B. Changes			
Farrah Martin	Recreation Leader IV Community Services Leader III	A to B	08/22/2021
C. Separations			
Kelly Keester	Community Services Leader III	B	08/16/2021
Joseph Perez	Maintenance Services Aide III	B	08/21/2021


Thaddeus McCormack
City Manager

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**CITY OF LAKEWOOD
FUND SUMMARY 8/26/2021**

In accordance with section 2521 of the Lakewood Municipal Code there is presented herewith a summary of obligations to be paid by voucher 103303 through 103400. Each of the following demands has been audited by the Director of Administrative Services and approved by the City Manager.

1010	GENERAL FUND	1,433,814.75
1020	CABLE TV	150.00
1030	CDBG CURRENT YEAR	2,874.98
1336	STATE COPS GRANT	25,851.48
1500	MISC-SPECIAL REVENUE FUND	1,427.50
1621	LA CNTY MEASURE R	40,000.00
1623	LA CNTY MEASURE W	3,516.00
1630	USED OIL GRANT	138.00
3001	CAPITAL IMPROV PROJECT FUND	12,153.00
5010	GRAPHICS AND COPY CENTER	394.81
5020	CENTRAL STORES	1,831.55
5030	FLEET MAINTENANCE	4,851.02
7500	WATER UTILITY FUND	116,177.16
8030	TRUST DEPOSIT	100.00
		<hr/>
		1,643,280.25

Council Approval

Date

City Manager

Attest

City Clerk

Director of Administrative Services

CITY OF LAKEWOOD

SUMMARY CHECK REGISTER

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
103303	08/26/2021	61307	PERRIS FENCE & SUPPLY	1,334.41	0.00	1,334.41
103304	08/26/2021	58000	AMERICAN TRUCK & TOOL RENTAL INC	73.35	0.00	73.35
103305	08/26/2021	5561	CRAFTWATER ENGINEERING. INC.	1,668.50	0.00	1,668.50
103306	08/26/2021	5157	INTERNATIONAL E-Z UP INC	2,820.66	0.00	2,820.66
103307	08/26/2021	4688	HUNTER. JOHN L & ASSOCIATES	1,847.50	0.00	1,847.50
103308	08/26/2021	4622	JHM SUPPLY INC	357.08	0.00	357.08
103309	08/26/2021	18400	LAKEWOOD. CITY WATER DEPT	50,885.81	0.00	50,885.81
103310	08/26/2021	21600	LOS ANGELES CO SHERIFFS DEPT	975,747.42	0.00	975,747.42
103311	08/26/2021	36844	LA COUNTY DEPT OF PUBLIC WORKS	17,960.51	0.00	17,960.51
103312	08/26/2021	36844	LA COUNTY DEPT OF PUBLIC WORKS	10,144.79	0.00	10,144.79
103313	08/26/2021	5033	NICHOLLS CONSULTING. INC.	414.00	0.00	414.00
103314	08/26/2021	5230	SITEONE LANDSCAPE SUPPLY. LLC	4,616.13	0.00	4,616.13
103315	08/26/2021	57989	U S BANK	162.74	0.00	162.74
103316	08/26/2021	35146	WILLDAN ASSOCIATES	13,508.50	0.00	13,508.50
103317	08/26/2021	4644	AGRI-TURF DISTRIBUTING	309.41	0.00	309.41
103318	08/26/2021	51209	AGUINAGA GREEN INC	1,628.81	0.00	1,628.81
103319	08/26/2021	4684	AMAZON.COM LLC	399.25	0.00	399.25
103320	08/26/2021	5339	ANGELUS PACIFIC LLC	97.95	0.00	97.95
103321	08/26/2021	4564	ARAMARK UNIFORM&CAREER APPAREL GRP	139.00	0.00	139.00
103322	08/26/2021	4126	AUTOZONE PARTS INC	153.34	0.00	153.34
103323	08/26/2021	66044	BENNETT-BOWEN & LIGHTHOUSE INC	861.90	0.00	861.90
103324	08/26/2021	59748	BIG STUDIO INC	138.61	0.00	138.61
103325	08/26/2021	5280	BROWN. BONNIE	263.90	0.00	263.90
103326	08/26/2021	1025	C A C E O	38.00	0.00	38.00
103327	08/26/2021	307	CALIF. STATE DISBURSEMENT UNIT	1,147.10	0.00	1,147.10
103328	08/26/2021	43135	CERRITOS. CITY OF	66,862.40	0.00	66,862.40
103329	08/26/2021	45894	CINTAS CORPORATION	61.09	0.00	61.09
103330	08/26/2021	57070	CITY LIGHT & POWER LKWD INC	4,095.00	0.00	4,095.00
103331	08/26/2021	5523	COLE. KODE	598.00	0.00	598.00
103332	08/26/2021	53451	COMMUNITY FAMILY GUIDANCE CTR	666.66	0.00	666.66
103333	08/26/2021	5540	DE LAGE LANDEN FINANCIAL SERVICES	394.81	0.00	394.81
103334	08/26/2021	27200	DICKSON R F CO INC	3,532.76	0.00	3,532.76
103335	08/26/2021	65424	DREAMSHAPERS	350.00	0.00	350.00
103336	08/26/2021	66397	EAGLE GRAPHICS INC	162.33	0.00	162.33
103337	08/26/2021	5542	ECONOMIC & PLANNING SYSTEMS INC.	1,427.50	0.00	1,427.50
103338	08/26/2021	4435	ELLIOTT AUTO SUPPLY COMPANY INC	179.97	0.00	179.97
103339	08/26/2021	3946	FERGUSON ENTERPRISES INC	996.45	0.00	996.45
103340	08/26/2021	4692	GOLDEN SANDS CHORUS	200.00	0.00	200.00
103341	08/26/2021	33150	GRAINGER W W INC	12.16	0.00	12.16
103342	08/26/2021	38311	H & H NURSERY	32.75	0.00	32.75
103343	08/26/2021	35477	HARA M LAWNMOWER CENTER	358.05	0.00	358.05
103344	08/26/2021	49520	HINDERLITER DE LLAMAS & ASSOC	6,462.53	0.00	6,462.53
103345	08/26/2021	4880	HODGE PRODUCTS INC.	684.01	0.00	684.01
103346	08/26/2021	42031	HOME DEPOT	340.40	0.00	340.40

CITY OF LAKEWOOD

SUMMARY CHECK REGISTER

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
103347	08/26/2021	65891	HUMAN SERVICES ASSOCIATION	708.33	0.00	708.33
103348	08/26/2021	36589	IMMEDIATE MEDICAL CARE	270.00	0.00	270.00
103349	08/26/2021	4622	JHM SUPPLY INC	140.74	0.00	140.74
103350	08/26/2021	4180	JONES RICHARD D. A PROF LAW CORP	752.00	0.00	752.00
103351	08/26/2021	4180	JONES RICHARD D. A PROF LAW CORP	16,750.00	0.00	16,750.00
103352	08/26/2021	55469	LAKEWOOD CITY EMPLOYEE ASSOCIATION	2,060.00	0.00	2,060.00
103353	08/26/2021	53311	LAKEWOOD MEALS ON WHEELS	833.33	0.00	833.33
103354	08/26/2021	18550	LAKEWOOD. CITY OF	100.00	0.00	100.00
103355	08/26/2021	18400	LAKEWOOD. CITY WATER DEPT	58,669.24	0.00	58,669.24
103356	08/26/2021	44733	LIEBERT CASSIDY WHITMORE	156.00	0.00	156.00
103357	08/26/2021	2409	LIFTECH ELEVATOR SERVICES INC	406.00	0.00	406.00
103358	08/26/2021	23130	MC MASTER-CARR SUPPLY CO	43.87	0.00	43.87
103359	08/26/2021	41831	MIEIR-KING. RICHARD	97.76	0.00	97.76
103360	08/26/2021	62741	MITCHELL REPAIR INFORMATION CO LLC	2,640.00	0.00	2,640.00
103361	08/26/2021	5033	NICHOLLS CONSULTING. INC.	575.00	0.00	575.00
103362	08/26/2021	4443	O'REILLY AUTOMOTIVE STORES INC	975.20	0.00	975.20
103363	08/26/2021	47554	OFFICE DEPOT BUSINESS SVCS	34.39	0.00	34.39
103364	08/26/2021	50512	PATHWAYS VOLUNTEER HOSPICE	666.66	0.00	666.66
103365	08/26/2021	5360	PAYMENTUS CORPORATION	9,290.57	0.00	9,290.57
103366	08/26/2021	63364	REEVES NORM HONDA	42.36	0.00	42.36
103367	08/26/2021	2698	HYDRAULIC SYSTEMS & COMPONENTS INC	499.21	0.00	499.21
103368	08/26/2021	45437	S & J SUPPLY CO	2,952.29	0.00	2,952.29
103369	08/26/2021	4309	SAFESHRED	25.00	0.00	25.00
103370	08/26/2021	47141	STEARNS CONRAD & SCHMIDT CONSLT ENG	15,593.00	0.00	15,593.00
103371	08/26/2021	5230	SITEONE LANDSCAPE SUPPLY. LLC	484.35	0.00	484.35
103372	08/26/2021	26900	SO CALIF SECURITY CENTERS INC	91.78	0.00	91.78
103373	08/26/2021	47054	SOUTHEAST AREA ANIMAL CONTROL AUTH	268,915.00	0.00	268,915.00
103374	08/26/2021	5541	SPECIFIC ENERGY	33,866.40	0.00	33,866.40
103375	08/26/2021	2533	TNEMEC COMPANY INC.	997.22	0.00	997.22
103376	08/26/2021	5101	TOTAL ENVIRONMENTAL MANAGEMENT INC.	2,775.00	0.00	2,775.00
103377	08/26/2021	5284	UNIFIRST CORPORATION	213.85	0.00	213.85
103378	08/26/2021	59074	UNITED RENTALS NORTHEAST INC	729.86	0.00	729.86
103379	08/26/2021	5560	WAMBA. DIANE B.	253.50	0.00	253.50
103380	08/26/2021	3943	WATERLINE TECHNOLOGIES INC	921.35	0.00	921.35
103381	08/26/2021	17640	WAXIE ENTERPRISES INC	945.74	0.00	945.74
103382	08/26/2021	4501	WEST COAST SAND AND GRAVEL. INC.	855.79	0.00	855.79
103383	08/26/2021	37745	WESTERN EXTERMINATOR CO	57.25	0.00	57.25
103384	08/26/2021	50058	WHITE HOUSE FLORIST INC	60.00	0.00	60.00
103385	08/26/2021	35146	WILLDAN ASSOCIATES	40,501.29	0.00	40,501.29
103386	08/26/2021	5571	YBARRA. ALBERT JR.	150.00	0.00	150.00
103387	08/26/2021	3699	AWANYAI. AUGUSTA	250.00	0.00	250.00
103388	08/26/2021	3699	BROWN. RENETTA	250.00	0.00	250.00
103389	08/26/2021	3699	COOK. DESIERE	250.00	0.00	250.00
103390	08/26/2021	3699	CORTEZ. RUBEN	250.00	0.00	250.00

CITY OF LAKEWOOD

SUMMARY CHECK REGISTER

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
103391	08/26/2021	3699	DAVIS, DIONNA	250.00	0.00	250.00
103392	08/26/2021	3699	DEWAGE, NIMAL AND	77.70	0.00	77.70
103393	08/26/2021	3699	HETRICK, HEATHER	250.00	0.00	250.00
103394	08/26/2021	3699	MYLES, JARRET	250.00	0.00	250.00
103395	08/26/2021	3699	POUDEL, REGINA	250.00	0.00	250.00
103396	08/26/2021	3699	PRADIER, OUINN	250.00	0.00	250.00
103397	08/26/2021	3699	RATLIFF, VINCENT	48.68	0.00	48.68
103398	08/26/2021	3699	TEOFILO, LORENA	250.00	0.00	250.00
103399	08/26/2021	3699	TRONCOSO, STACY	169.00	0.00	169.00
103400	08/26/2021	3699	WILLIAMS, ANTONISHA	250.00	0.00	250.00
Totals:				<u>1,643,280.25</u>	<u>0.00</u>	<u>1,643,280.25</u>

**CITY OF LAKEWOOD
SUMMARY ACH/WIRE REGISTER AUG 2021**

ACH date	Amount	Recipient	Purpose	Period
8/5/21	\$2,200,000.00	LAIF	investment	Aug 2021
8/5/21	\$2,355.06	US TREASURY	CDBG interest earnings	FY 20-21
8/12/21	\$109,073.04	IRS via F&M	Fed taxes	Jul 25-Aug 7, 2021
8/12/21	\$3,530.00	F&A Fed C/U	employee savings account	Jul 25-Aug 7, 2021
8/12/21	\$6,422.00	Southland C/U	employee savings account	Jul 25-Aug 7, 2021
8/12/21	\$30,447.09	EDD	State taxes	Jul 25-Aug 7, 2021
8/12/21	\$5,897.12	MidAmerica	ARS aka APPLE	Jul 25-Aug 7, 2021
8/12/21	\$14,811.55	VOYA	VOYA 401(a)	Jul 25-Aug 7, 2021
8/12/21	\$3,425.00	PARS via U.S. Bank	excess stackable plan	Jul 25-Aug 7, 2021
8/12/21	\$5,500.36	PARS via U.S. Bank	stackable plan	Jul 25-Aug 7, 2021
8/12/21	\$27,252.70	VOYA	VOYA 457 & ROTH	Jul 25-Aug 7, 2021
8/13/21	\$109,371.63	CalPERS	PERS contribution	Jul 25-Aug 7, 2021
8/16/21	\$24,687.50	MidAmerica	HRA aka CEMRB	Aug 2021
8/26/21	\$3,530.00	F&A Fed C/U	employee savings account	Aug 8-21, 2021
8/26/21	\$6,422.00	Southland C/U	employee savings account	Aug 8-21, 2021
8/26/21	\$29,656.72	EDD	State taxes	Aug 8-21, 2021
8/26/21	\$5,177.62	MidAmerica	ARS aka APPLE	Aug 8-21, 2021
8/26/21	\$11,106.83	VOYA	VOYA 401(a)	Aug 8-21, 2021
8/26/21	\$8,897.35	PARS via U.S. Bank	stackable plan	Aug 8-21, 2021
8/26/21	\$27,402.70	VOYA	VOYA 457 & ROTH	Aug 8-21, 2021
8/26/21	\$108,258.39	IRS via F&M	Fed taxes	Aug 8-21, 2021
8/26/21	\$107,005.76	CalPERS	PERS Health	Sep 2021
8/26/21	\$59,984.26	City Light & Power	monthly maint fee	Aug 2021
8/27/21	\$109,118.84	CalPERS	PERS contribution	Aug 8-21, 2021

Council Approval

Date

City Manager

Attest:

City Clerk

Director of Finance & Administrative Services

**CITY OF LAKEWOOD
FUND SUMMARY 9/2/2021**

In accordance with section 2521 of the Lakewood Municipal Code there is presented herewith a summary of obligations to be paid by voucher 103401 through 103522. Each of the following demands has been audited by the Director of Administrative Services and approved by the City Manager.

1010	GENERAL FUND	117,445.79
1020	CABLE TV	414.97
1500	MISC-SPECIAL REVENUE FUND	20,923.75
1623	LA CNTY MEASURE W	1,024.00
3000	AIR QUALITY IMPROVEMENT	4,413.01
3070	PROPOSITION "C"	559.98
5010	GRAPHICS AND COPY CENTER	1,302.54
5020	CENTRAL STORES	4,772.72
5030	FLEET MAINTENANCE	3,762.15
6020	GEOGRAPHIC INFORMATION SYSTEM	57.88
7500	WATER UTILITY FUND	146,874.39
8020	LOCAL REHAB LOAN	219.00
8060	WATER FIDUCIARY FUND	141,812.51
		<hr/>
		443,582.69

Council Approval

Date

City Manager

Attest

City Clerk

Director of Administrative Services

CITY OF LAKEWOOD

SUMMARY CHECK REGISTER

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
103401	08/30/2021	3699	BELLFLOWER SOMERSET MUTUAL WATER COMPA	8,005.01	0.00	8,005.01
103402	08/30/2021	3699	CERRITOS. CITY OF	17,594.52	0.00	17,594.52
103403	08/30/2021	3699	COMMERCE. CITY OF	1,386.44	0.00	1,386.44
103404	08/30/2021	3699	DOWNEY. CITY OF	26,787.91	0.00	26,787.91
103405	08/30/2021	3699	HUNTINGTON PARK. CITY OF	6,453.53	0.00	6,453.53
103406	08/30/2021	3699	LA HABRA HEIGHTS COUNTY WATER DISTRICT	2,294.22	0.00	2,294.22
103407	08/30/2021	3699	MAYWOOD MUTUAL WATER COMPANY NO. 3	2,310.73	0.00	2,310.73
103408	08/30/2021	3699	MONTEBELLO LAND & WATER CO.	4,472.90	0.00	4,472.90
103409	08/30/2021	3699	NORWALK. CITY OF	6,172.94	0.00	6,172.94
103410	08/30/2021	3699	ORCHARD DALE WATER DISTRICT	4,918.54	0.00	4,918.54
103411	08/30/2021	3699	PARAMOUNT. CITY OF	8,516.67	0.00	8,516.67
103412	08/30/2021	3699	PICO RIVERA. CITY OF	10,810.89	0.00	10,810.89
103413	08/30/2021	3699	PICO WATER DISTRICT	6,205.95	0.00	6,205.95
103414	08/30/2021	3699	SANTA FE SPRINGS. CITY OF	6,371.00	0.00	6,371.00
103415	08/30/2021	3699	SIGNAL HILL. CITY OF	3,515.60	0.00	3,515.60
103416	08/30/2021	3699	SOUTH GATE. CITY OF	16,554.70	0.00	16,554.70
103417	08/30/2021	3699	SOUTH MONTEBELLO IRRIGATION DISTRICT	2,706.85	0.00	2,706.85
103418	08/30/2021	3699	TRACT 180 WATER COMPANY	1,320.41	0.00	1,320.41
103419	08/30/2021	3699	TRACT 349 MUTUAL WATER COMPANY	1,056.33	0.00	1,056.33
103420	08/30/2021	3699	VERNON. CITY OF	1,105.85	0.00	1,105.85
103421	08/30/2021	3699	WALNUT PARK MUTUAL WATER DISTRICT	3,251.52	0.00	3,251.52
103422	09/02/2021	4644	AGRI-TURF DISTRIBUTING	567.58	0.00	567.58
103423	09/02/2021	2701	AIRE RITE A/C & REFRIGERATION INC	1,317.31	0.00	1,317.31
103424	09/02/2021	4684	AMAZON.COM LLC	15.70	0.00	15.70
103425	09/02/2021	58000	AMERICAN TRUCK & TOOL RENTAL INC	423.40	0.00	423.40
103426	09/02/2021	35016	ASSOCIATED SOILS ENGINEERING INC	535.00	0.00	535.00
103427	09/02/2021	5322	N. HARRIS COMPUTER CORPORATION	4,400.00	0.00	4,400.00
103428	09/02/2021	4126	AUTOZONE PARTS INC	36.29	0.00	36.29
103429	09/02/2021	59969	BAKERSFIELD WELL & PUMP CO	34,732.62	0.00	34,732.62
103430	09/02/2021	62737	BOYES. GOBIND	193.05	0.00	193.05
103431	09/02/2021	1935	BREA. CITY OF	40,855.76	0.00	40,855.76
103432	09/02/2021	5211	BURGUAN. RENE	2,200.00	0.00	2,200.00
103433	09/02/2021	48469	BURWELL MICHAEL RAY	460.00	0.00	460.00
103434	09/02/2021	4978	CALIFORNIA FOUNDATION FOR THE	59.15	0.00	59.15
103435	09/02/2021	6600	CALIFORNIA STATE DEPT OF JUSTICE	288.00	0.00	288.00
103436	09/02/2021	5382	CANNON CORPORATION	7,062.25	0.00	7,062.25
103437	09/02/2021	5528	SEMA. INC.	506.12	0.00	506.12
103438	09/02/2021	40572	CHICAGO TITLE CO	200.00	0.00	200.00
103439	09/02/2021	45894	CINTAS CORPORATION	70.59	0.00	70.59
103440	09/02/2021	5008	COLOR CARD ADMINISTRATOR CORP.	62.21	0.00	62.21
103441	09/02/2021	4361	CN SCHOOL AND OFFICE SOLUTIONS INC	1,292.54	0.00	1,292.54
103442	09/02/2021	4498	DELTA DENTAL INSURANCE COMPANY	1,016.72	0.00	1,016.72
103443	09/02/2021	56889	DELTA DENTAL OF CALIFORNIA	7,833.80	0.00	7,833.80
103444	09/02/2021	3213	DIRECTV INC	35.00	0.00	35.00

CITY OF LAKEWOOD

SUMMARY CHECK REGISTER

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
103445	09/02/2021	4660	ZW USA INC.	335.22	0.00	335.22
103446	09/02/2021	5157	INTERNATIONAL E-Z UP INC	143.55	0.00	143.55
103447	09/02/2021	4435	ELLIOTT AUTO SUPPLY COMPANY INC	40.91	0.00	40.91
103448	09/02/2021	63519	FLUE STEAM INC	225.00	0.00	225.00
103449	09/02/2021	59433	GANAHL LUMBER COMPANY	552.48	0.00	552.48
103450	09/02/2021	5578	GLOBAL MUSIC RIGHTS. LLC	850.00	0.00	850.00
103451	09/02/2021	2551	GOV'T FINANCE OFFICERS ASSOC	1,090.00	0.00	1,090.00
103452	09/02/2021	33150	GRAINGER W W INC	55.31	0.00	55.31
103453	09/02/2021	35477	HARA M LAWNMOWER CENTER	157.10	0.00	157.10
103454	09/02/2021	5106	HARRINGTON INDUSTRIAL PLASTICS LLC	619.61	0.00	619.61
103455	09/02/2021	4880	HODGE PRODUCTS INC.	144.95	0.00	144.95
103456	09/02/2021	42031	HOME DEPOT	516.41	0.00	516.41
103457	09/02/2021	4622	JHM SUPPLY INC	284.65	0.00	284.65
103458	09/02/2021	2956	KICK IT UP KIDZ. LLC	2,310.75	0.00	2,310.75
103459	09/02/2021	64510	KRAUSE. DIANN	300.81	0.00	300.81
103460	09/02/2021	19710	LINCOLN EQUIPMENT INC	525.37	0.00	525.37
103461	09/02/2021	20300	LONG BEACH CITY GAS & WATER DEPT	579.63	0.00	579.63
103462	09/02/2021	4409	MALLORY SAFETY AND SUPPLY LLC	529.23	0.00	529.23
103463	09/02/2021	58414	MANAGED HEALTH NETWORK	363.66	0.00	363.66
103464	09/02/2021	600	MEZA. ALEJANDRO	256.00	0.00	256.00
103465	09/02/2021	5525	MICHAEL BAKER INTERNATIONAL. INC.	20,923.75	0.00	20,923.75
103466	09/02/2021	5537	MITTERA GROUP. INC.	4,635.30	0.00	4,635.30
103467	09/02/2021	5569	NATIONAL CNG & FLEET SERVICES LLC	4,413.01	0.00	4,413.01
103468	09/02/2021	4190	NATIONAL UNION FIRE INSURANCE CO	516.20	0.00	516.20
103469	09/02/2021	4443	O'REILLY AUTOMOTIVE STORES INC	684.07	0.00	684.07
103470	09/02/2021	5203	OC VACUUM INC.	1,024.00	0.00	1,024.00
103471	09/02/2021	48035	OCAJ INC	19.00	0.00	19.00
103472	09/02/2021	47554	OFFICE DEPOT BUSINESS SVCS	441.64	0.00	441.64
103473	09/02/2021	4367	OROZCO'S AUTO SERVICE INC	188.12	0.00	188.12
103474	09/02/2021	39640	RAYVERN LIGHTING SUPPLY CO INC	26.40	0.00	26.40
103475	09/02/2021	4459	READWRITE EDUCATIONAL SOLUTIONS INC	188.50	0.00	188.50
103476	09/02/2021	5045	SAN JUAN. CLYDE J	312.00	0.00	312.00
103477	09/02/2021	65712	SEDARU INC.	17,300.00	0.00	17,300.00
103478	09/02/2021	5379	SERVICEWEAR APPAREL INC.	89.14	0.00	89.14
103479	09/02/2021	5197	SIGNAL HILL AUTO ENTERPRISES INC.	1,694.44	0.00	1,694.44
103480	09/02/2021	5230	SITEONE LANDSCAPE SUPPLY. LLC	2,306.12	0.00	2,306.12
103481	09/02/2021	26900	SO CALIF SECURITY CENTERS INC	45.33	0.00	45.33
103482	09/02/2021	5022	MWB COPY PRODUCTS. INC.	115.76	0.00	115.76
103483	09/02/2021	29400	SOUTHERN CALIFORNIA EDISON CO	83,338.10	0.00	83,338.10
103484	09/02/2021	4368	SPECIALTY TIRES LLC	627.28	0.00	627.28
103485	09/02/2021	4972	CHARTER COMMUNICATIONS HOLDINGS. LLC	4,213.52	0.00	4,213.52
103486	09/02/2021	49529	SPICERS PAPER INC	219.98	0.00	219.98
103487	09/02/2021	37930	STANDARD INSURANCE CO UNIT 22	2,381.60	0.00	2,381.60
103488	09/02/2021	37930	STANDARD INSURANCE CO UNIT 22	9,473.76	0.00	9,473.76

CITY OF LAKEWOOD

SUMMARY CHECK REGISTER

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
103489	09/02/2021	4581	STEIN. ANDREW T	1,158.93	0.00	1,158.93
103490	09/02/2021	4893	TENG. WHEA-FUN	114.40	0.00	114.40
103491	09/02/2021	2372	TGIS CATERING SVCS INC	5,392.75	0.00	5,392.75
103492	09/02/2021	4873	TRANSAMERICA LIFE INSURANCE COMPANY	1,590.40	0.00	1,590.40
103493	09/02/2021	60685	TURF STAR	1,824.15	0.00	1,824.15
103494	09/02/2021	5284	UNIFIRST CORPORATION	373.04	0.00	373.04
103495	09/02/2021	49848	USA BLUE BOOK A DIVISION OF	1,492.86	0.00	1,492.86
103496	09/02/2021	64652	CELLCO PARTNERSHIP	758.48	0.00	758.48
103497	09/02/2021	57135	VISION SERVICE PLAN	4,376.00	0.00	4,376.00
103498	09/02/2021	33200	WALTERS WHOLESALE ELECTRIC CO	1,735.37	0.00	1,735.37
103499	09/02/2021	3943	WATERLINE TECHNOLOGIES INC	3,333.97	0.00	3,333.97
103500	09/02/2021	17640	WAXIE ENTERPRISES INC	841.54	0.00	841.54
103501	09/02/2021	37745	WESTERN EXTERMINATOR CO	57.50	0.00	57.50
103502	09/02/2021	35146	WILLDAN ASSOCIATES	5,127.00	0.00	5,127.00
103503	09/02/2021	4837	XEROX CORPORATION	576.44	0.00	576.44
103504	09/02/2021	3699	AUSTIN. JANICE	40.00	0.00	40.00
103505	09/02/2021	3699	BAKER. DAVINA	250.00	0.00	250.00
103506	09/02/2021	3699	CASTRO. CAROL	250.00	0.00	250.00
103507	09/02/2021	3699	DAVIE. APRIL	250.00	0.00	250.00
103508	09/02/2021	3699	DAVIS. BELLE	250.00	0.00	250.00
103509	09/02/2021	3699	FINK. MARY	250.00	0.00	250.00
103510	09/02/2021	3699	HUANG. ISADORE	250.00	0.00	250.00
103511	09/02/2021	3699	IPERMIT ERATERS	236.08	0.00	236.08
103512	09/02/2021	3699	LEWIS. ROYSHAUN	250.00	0.00	250.00
103513	09/02/2021	3699	MCCOLLUM. VANESSA	250.00	0.00	250.00
103514	09/02/2021	3699	MCFARLAND. ELIZA	250.00	0.00	250.00
103515	09/02/2021	3699	NAVARRO. JILLIAN	250.00	0.00	250.00
103516	09/02/2021	3699	NEAL. CHRISTAL	203.00	0.00	203.00
103517	09/02/2021	3699	PEREZ. MANUEL	55.00	0.00	55.00
103518	09/02/2021	3699	RIVERA. MAYRA	250.00	0.00	250.00
103519	09/02/2021	3699	ROBIN. MINDIA	30.00	0.00	30.00
103520	09/02/2021	3699	RODRIGUEZ. LIZBETH	250.00	0.00	250.00
103521	09/02/2021	3699	RUBIO. JESSY	42.52	0.00	42.52
103522	09/02/2021	3699	STIRDIVANT. CANDY	190.00	0.00	190.00
Totals:				<u>443,582.69</u>	<u>0.00</u>	<u>443,582.69</u>

**CITY OF LAKEWOOD
FUND SUMMARY 9/9/2021**

In accordance with section 2521 of the Lakewood Municipal Code there is presented herewith a summary of obligations to be paid by voucher 103523 through 103582. Each of the following demands has been audited by the Director of Administrative Services and approved by the City Manager.

1010	GENERAL FUND	207,082.42
1025	AMERICAN RESCUE PLAN	1,913.00
1050	COMMUNITY FACILITY	135.00
5020	CENTRAL STORES	1,274.05
5030	FLEET MAINTENANCE	6,606.21
7500	WATER UTILITY FUND	393,074.07
		<hr/>
		610,084.75

Council Approval

Date

City Manager

Attest

City Clerk

Director of Administrative Services

CITY OF LAKEWOOD

SUMMARY CHECK REGISTER

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
103523	09/09/2021	4842	A T & T CORP	304.49	0.00	304.49
103524	09/09/2021	4113	SHAKER NERMINE	1,925.00	0.00	1,925.00
103525	09/09/2021	4208	AIRGAS INC	112.74	0.00	112.74
103526	09/09/2021	3211	ALL STAR GLASS	321.62	0.00	321.62
103527	09/09/2021	4684	AMAZON.COM LLC	504.91	0.00	504.91
103528	09/09/2021	65668	ANICETO. SANDRA	741.00	0.00	741.00
103529	09/09/2021	5322	N. HARRIS COMPUTER CORPORATION	27,423.90	0.00	27,423.90
103530	09/09/2021	5266	BAY AREA DRIVING SCHOOL. INC.	25.35	0.00	25.35
103531	09/09/2021	5112	BELLFLOWER AUTOMOTIVE HECTOR	150.00	0.00	150.00
103532	09/09/2021	59748	BIG STUDIO INC	231.02	0.00	231.02
103533	09/09/2021	1813	BIOMETRICS4ALL INC	10.50	0.00	10.50
103534	09/09/2021	307	CALIF. STATE DISBURSEMENT UNIT	1,147.10	0.00	1,147.10
103535	09/09/2021	53983	CALIF STATE FRANCHISE TAX BOARD	126.74	0.00	126.74
103536	09/09/2021	4978	CALIFORNIA FOUNDATION FOR THE	74.75	0.00	74.75
103537	09/09/2021	5047	CALIFORNIANS ORGANIZED FOR POLICE SUPPORT	100.00	0.00	100.00
103538	09/09/2021	36824	CARWOOD HAND CARWASH & DETAIL CTR. LLC	216.00	0.00	216.00
103539	09/09/2021	45894	CINTAS CORPORATION	61.09	0.00	61.09
103540	09/09/2021	5214	CLEANCOR HOLDINGS LLC DBA CLEANCOR LNG L	465.00	0.00	465.00
103541	09/09/2021	4654	BRAGG INVESTMENT COMPANY. INC.	367.62	0.00	367.62
103542	09/09/2021	5308	COMMERCIAL DOOR OF LOS ANGELES COUNTY. IT	2,272.00	0.00	2,272.00
103543	09/09/2021	4734	DOSSIER SYSTEMS. INC.	1,500.00	0.00	1,500.00
103544	09/09/2021	60797	DUTHIE POWER SERVICES INC	2,556.52	0.00	2,556.52
103545	09/09/2021	5577	EDEN USA. INCORPORATED	1,439.16	0.00	1,439.16
103546	09/09/2021	5242	EEC ACOUISITION LLC	135.00	0.00	135.00
103547	09/09/2021	4435	ELLIOTT AUTO SUPPLY COMPANY INC	80.31	0.00	80.31
103548	09/09/2021	65038	FED EX OFFICE & PRINT SVCS INC	231.45	0.00	231.45
103549	09/09/2021	59433	GANAHL LUMBER COMPANY	473.35	0.00	473.35
103550	09/09/2021	33150	GRAINGER W W INC	777.51	0.00	777.51
103551	09/09/2021	35477	HARA M LAWNMOWER CENTER	300.42	0.00	300.42
103552	09/09/2021	42031	HOME DEPOT	1,571.29	0.00	1,571.29
103553	09/09/2021	41897	HOSE-MAN THE	134.27	0.00	134.27
103554	09/09/2021	4622	JHM SUPPLY INC	730.73	0.00	730.73
103555	09/09/2021	63573	KDC INC	1,040.00	0.00	1,040.00
103556	09/09/2021	271	LOS ANGELES CO DEPT OF HEALTH SVCS	2,714.00	0.00	2,714.00
103557	09/09/2021	4443	O'REILLY AUTOMOTIVE STORES INC	228.09	0.00	228.09
103558	09/09/2021	465	ONTIVEROS. FRANK	81.73	0.00	81.73
103559	09/09/2021	1615	PFM ASSET MANAGEMENT LLC	3,063.74	0.00	3,063.74
103560	09/09/2021	45437	S & J SUPPLY CO	2,473.64	0.00	2,473.64
103561	09/09/2021	5379	SERVICEWEAR APPAREL INC.	300.20	0.00	300.20
103562	09/09/2021	52279	SMART & FINAL INC	68.73	0.00	68.73
103563	09/09/2021	26900	SO CALIF SECURITY CENTERS INC	9.37	0.00	9.37
103564	09/09/2021	29400	SOUTHERN CALIFORNIA EDISON CO	40,685.71	0.00	40,685.71
103565	09/09/2021	4770	MANCE. MIKE J.	83.47	0.00	83.47
103566	09/09/2021	4893	TENG. WHEA-FUN	158.40	0.00	158.40

CITY OF LAKEWOOD

SUMMARY CHECK REGISTER

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
103567	09/09/2021	5278	THE TECHNOLOGY DEPOT	1,188.25	0.00	1,188.25
103568	09/09/2021	5297	THURSTON ELEVATOR CONCEPTS. INC.	140.00	0.00	140.00
103569	09/09/2021	2533	TNEMEC COMPANY INC.	2,535.21	0.00	2,535.21
103570	09/09/2021	5101	TOTAL ENVIRONMENTAL MANAGEMENT INC.	2,800.00	0.00	2,800.00
103571	09/09/2021	66245	TYLER TECHNOLOGIES MUNIS DIVISION	140,519.74	0.00	140,519.74
103572	09/09/2021	35089	UNDERGROUND SERVICE ALERT	156.85	0.00	156.85
103573	09/09/2021	5284	UNIFIRST CORPORATION	23.61	0.00	23.61
103574	09/09/2021	49848	USA BLUE BOOK A DIVISION OF	248.26	0.00	248.26
103575	09/09/2021	4840	VERITIV OPERATING COMPANY	334.46	0.00	334.46
103576	09/09/2021	7400	WATER REPLENISHMENT DISTRICT OF	362,815.96	0.00	362,815.96
103577	09/09/2021	3943	WATERLINE TECHNOLOGIES INC	33.63	0.00	33.63
103578	09/09/2021	17640	WAXIE ENTERPRISES INC	870.86	0.00	870.86
103579	09/09/2021	3699	GARCIA. JUAN	250.00	0.00	250.00
103580	09/09/2021	3699	GONZALEZ. SULMA	250.00	0.00	250.00
103581	09/09/2021	3699	GUIREY. JANN	250.00	0.00	250.00
103582	09/09/2021	3699	NGUYEN. TESSIE	250.00	0.00	250.00
Totals:				<u>610,084.75</u>	<u>0.00</u>	<u>610,084.75</u>

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

COUNCIL AGENDA

September 14, 2021

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: Public Safety Committee, and Water Resources Committee.

STATEMENT OF FACT

On August 10, 2021, the Public Safety Committee met and discussed:

Crime Trends and Statistics

Overall, Part I crimes in 2021 were slightly lower when compared to 2020 citywide. Grand theft autos have increased slightly. Extra patrols have been monitoring repeat locations. Lakewood Center Mall Part I crimes in 2021 were lower when compared to 2020.

Abatement Deputy Update

Deputy Nowotny provided updates on clean-up and outreach efforts throughout the city. Letter of Agencies were provided to businesses and areas of focus will continued to be monitored. Surveillance options will be researched to deter illegal dumping.

Public Outreach

Staff shared illegal fireworks enforcement and prevention efforts with the public via social media and articles up to Fourth of July. Public interaction increased. Staff continued to promote upcoming in-person events and introduced the new traffic deputy to the community.

Public Safety Department Update

Community Safety Officers were highly visible before, during and after events by engaging with the public, proactively patrolling the neighborhood and providing traffic control. Social media content has promoted an increase in positive resident interaction. Updates were provided on the successful return of in-person events.

2021 Fireworks Plan After Action Report

Staff partnered with Sheriff's Department deputies during a large scale operation that lasted four days. Citations were issued and fireworks were confiscated. Detailed breakdown reports and maps were provided. The committee recognized staff's efforts.

Sky Knight

A new marketing plan is being developed by staff to promote interest in the program. Proposals to prospective cities will include history, highlights and community benefits of partnership with the program. Staff will submit an award nomination proposal for consideration of the John Todd Award presented by the California Contract Cities Association.

District Attorney Office Updates

Deputy District Attorney Eric Siddall joined the meeting as a guest speaker. He discussed and answered questions regarding the newly enacted policies of the District Attorney and their effect on public safety in Lakewood.

On August 17, 2021, the Water Resources Committee met and discussed:

Smart Water System Update

- Staff provided background on the system-wide implementation of the Advanced Metering Infrastructure system along with the “WaterSmart” platform for online customer engagement and data analytics.
- To date, 53.5% of Lakewood’s customers have signed up to the portal or 12,769 accounts out of 23,873 (water and trash combined), far above the industry average.
- Staff provided analytics regarding the number of new visitors to the portal, leak alert notifications sent, video clips and recommendations provided on the portal along with tools for communications between customers and city staff.
- About 11% of registered customers have enrolled in paperless billing.
- Staff is looking forward to focusing on increased presence in the community, beginning with the upcoming Public Safety Expo, continuing public training and events as COVID restrictions lessen, and revamping the bookmark contest.
- The Committee directed staff to look into all associated costs with incentivizing customers, both current and future, to sign-up for paperless billing.

Storm Water Facilities Operation and Contracting Services

- Staff reported that the Bolivar Stormwater Capture project has been in operation for over three years and the Mayfair Park facility will soon be online.
- Staff provided a handout summarizing Bolivar’s operation and maintenance (O&M) with detailed breakdown of costs for various O&M activities.
- An agreement has been drafted for the city’s assistance in the operation of the City of Bellflower’s Stormwater Capture project at Caruthers Park.
- Required labor is estimated at 4.5% for the Caruthers Park facility, 3.9% for Mayfair and about 4.4% for Bolivar.
- With the upgrade of the SCADA system and utilization of many other advanced technologies, the Department of Water Resources has improved efficiency in its normal operations. The efficiencies gained will lend to the current work force’s ability to assist in the operation of Caruthers without experiencing any diminished capacity to regular services.

- Staff informed that O&M is paid by Bellflower through the use of the Measure W Funds.
- Staff answered questions by stating it would set up a system to segregate the costs of Caruthers from Bolivar and Mayfair projects.
- The Committee moved to recommend that City Council authorize the City Manager to execute the Agreement subject to approval as to legal form by the City Attorney.

Water Supply and Water Rights Update

- Staff advised of the continued discrepancies between the Water Replenishment District (WRD) and the city's data sets; Staff is working with WRD to review and resolve the issues.
- The Committee directed staff to continue to push for a resolution.
- After discussion regarding water use in Additional Dwelling Units, the Committee received and filed the report then proposed to form an Ad Hoc Committee to study long-term water supply and water rights issues.

Utility Billing and Customer Service Update

- Staff updated the Committee and provided a sample of the actual bill messaging that went out last week with the new water rates.
- The largest change was the consumption charges. Staff simplified the bill by condensing the charges into usage only and included notification of additional resources for those seeking explanation and/or breakdown of the rates.
- Staff provided the statistics on how customers pay their bills; July 1, 2020 – June 20, 2021, 85% or so pay by lock box and via online portal, of which 40% is attributed to online payments.
- The Agreement with Infosend has been signed, contract implementation timeline is estimated at 12 weeks per the vendor. This will allow staff to entertain possibilities of bill differentiation among the segregated accounts in regards to related compliance and available assistance. Staff is proceeding cautiously with regard to ending services with the current vendor.
- Once all billing cycles are fully on the new rate structure, the illustration of tier breakdowns will commence.
- Chairman Croft inquired about online portal messaging, staff replied that the pop-up notifications are reserved for emergency notifications.
- The Committee received and filed the report.

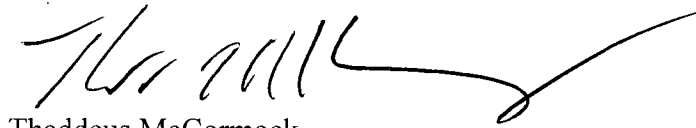
Other Communications

- Staff updated the Committee that the Well 28 equipping project is ongoing and still estimated to be complete in early January 2022.
- Request for bid of Phase I of the Well 13A Arsenic Treatment Plant will be issued this week. The well is anticipated to be put back into service after installation of the treatment system by summer of next year.

- Emergency repairs for the 14" steel pipe has been scheduled. The contractor Doty Bros. has ordered the materials and will be on site the first week of September for repairs.

RECOMMENDATION

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

A handwritten signature in black ink, appearing to read 'Thaddeus McCormack', with a long, sweeping horizontal stroke extending to the right.

Thaddeus McCormack
City Manager

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

COUNCIL AGENDA

September 14, 2021

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

Council Member Pe attended the Independent Cities Association's Summer Seminar from August 25-29, 2021. Mr. Pe participated in several educational sessions that were helpful to the city's interests, including: energy funding opportunities for cities, effectively deploying and managing social media, public-private partnerships, local control over planning and zoning, and other topics. He also was able to advocate our county representative on an important health-related issue that affected the city's youth programs.

RECOMMENDATION

That the City Council receive and file this report.

Paolo Beltran 
Deputy City Manager


Thaddeus McCormack
City Manager

DIVIDER SHEET

TO: The Honorable Mayor and City Council

SUBJECT: Monthly Report of Investment Transactions – August 2021

INTRODUCTION

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

STATEMENT OF MONTHLY ACTIVITY

<u>Date</u>	<u>Amount at Cost</u>	<u>Investment</u>	<u>Transaction</u>
08/01/2021	560.43	BOND	Interest 0.773%
08/01/2021	1,364.18	BOND	Interest 2.021%
08/01/2021	1,576.80	BOND	Interest 1.971%
08/01/2021	358.05	BOND	Interest 2.046%
08/01/2021	1,200.60	BOND	Interest 2.001%
08/01/2021	698.60	BOND	Interest 1.996%
08/01/2021	395.25	BOND	Interest 0.510%
08/02/2021	.81	MMF	Interest
08/04/2021	496,290.02	TREAS	Purchase 0.375%
08/04/2021	505,962.98	TREAS	Purchase 0.875%
08/04/2021	1,030,670.86	TREAS	Sell 1.375%
08/05/2021	2,200,000.00	LAIF	Purchase
08/10/2021	2,475.00	CORP	Interest 2.750%
08/12/2021	384.75	CORP	Interest 0.855%
08/12/2021	900,000.00	LAIF	Maturity
08/13/2021	1,710.00	CORP	Interest 1.800%
08/13/2021	6,750.00	AGENCY	Interest 2.500%
08/14/2021	4,875.00	CORP	Interest 3.250%
08/14/2021	1,618.75	CORP	Interest 1.750%
08/15/2021	39.58	ABS	Interest 0.500%
08/15/2021	51.33	ABS	Interest 0.440%
08/15/2021	37.63	ABS	Interest 0.430%
08/15/2021	36.67	ABS	Interest 0.400%
08/15/2021	433.13	ABS	Interest 1.890%
08/15/2021	1,667.50	CORP	Interest 2.300%
08/15/2021	34.38	ABS	Interest 0.550%
08/15/2021	967.50	CORP	Interest 2.150%

<u>Date</u>	<u>Amount at Cost</u>	<u>Investment</u>	<u>Transaction</u>
08/15/2021	63.63	ABS	Interest 0.550%
08/15/2021	25.33	ABS	Interest 0.380%
08/15/2021	54.17	ABS	Interest 0.520%
08/15/2021	871.88	CORP	Interest 3.875%
08/15/2021	17.00	ABS	Interest 0.340%
08/15/2021	6,093.75	TREAS	Interest 1.625%
08/18/2021	50.88	ABS	Interest 0.370%
08/18/2021	44,998.38	ABS	Purchase 0.500%
08/20/2021	78.33	AGENCY	Interest 0.470%
08/20/2021	35.63	AGENCY	Interest 0.450%
08/20/2021	56.67	AGENCY	Interest 0.340%
08/25/2021	2,124.50	AGENCY	Paydown 3.560%
08/25/2021	34.57	AGENCY	Paydown 3.203%
08/25/2021	38.64	AGENCY	Interest 3.203%
08/25/2021	6.33	AGENCY	Interest 3.560%
08/25/2021	22.96	ABS	Interest 0.290%
08/25/2021	32.00	ABS	Interest 0.480%
08/26/2021	3,534.53	CORP	Interest 1.850%
08/26/2021	3,553.63	CORP	Interest 1.860%
08/27/2021	1,600,000.00	LAIF	Purchase
08/30/2021	3,062.50	CORP	Interest 1.750%
08/31/2021	6,531.25	TREAS	Interest 2.375%
08/31/2021	1,500.00	TREAS	Interest 0.500%
08/31/2021	5,500.00	TREAS	Interest 1.375 %
08/31/2021	2,812.50	TREAS	Interest 1.125%

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 August 2021.



Jose Gomez
Director of Finance & Administrative Services



Thaddeus McCormack
City Manager

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

RESOLUTION NO. 2021-55

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAKEWOOD EXTENDING A LOCAL EMERGENCY DUE TO THE
COVID-19 VIRUS.

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

SECTION 1. On March 24, 2020, the City Council adopted Resolution No. 2020-5, ratifying a Proclamation of a Local Emergency that the City Manager, acting in his capacity as the City's Director of Emergency Services, had issued on March 17, 2020, due to the COVID-19 virus. On May 12, 2020, the City Council adopted Resolution No. 2020-14, extending such Local Emergency. On June 23, 2020, the City Council adopted Resolution No. 2020-35, extending such Local Emergency. On July 28, 2020, the City Council adopted Resolution No. 2020-37, extending such Local Emergency. On September 22, 2020, the City Council adopted Resolution No. 2020-52, extending such Local Emergency. On November 10, 2020, the City Council adopted Resolution No. 2020-58, extending such Local Emergency. On December 8, 2020, the City Council adopted Resolution No. 2020-61, extending such Local Emergency. On January 26, 2021, the City Council adopted Resolution No. 2021-3, extending such Local Emergency. On March 23, 2021, the City Council adopted Resolution No. 2021-6, extending such Local Emergency. On May 11, 2021, the City Council adopted Resolution No. 2021-15, extending such Local Emergency. On June 22, 2021, the City Council adopted Resolution No. 2021-32, extending such Local Emergency. On July 27, 2021, the City Council adopted Resolution No. 2021-38, extending such Local Emergency. The City Council hereby extends such Local Emergency, on the same terms and conditions.

SECTION 2. The Local Emergency shall remain in effect until the expiration of the State Declaration of Emergency. The City Council shall review the need for continuing the Local Emergency at least once every 60 days until the City Council terminates the Local Emergency, as required by section 8630 of the California Government Code.

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

ADOPTED AND APPROVED THIS 14TH DAY OF SEPTEMBER, 2021.

Mayor

ATTEST:

City Clerk

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

COUNCIL AGENDA

September 14, 2021

TO: The Honorable Mayor and City Council

SUBJECT: Agreement for Floor and Carpet Cleaning Services with SOLID Surface Care

INTRODUCTION

The City of Lakewood is committed to keeping the floors and carpets in city facilities clean from dirt, bacteria, and allergens. The professional care of the floors and carpets throughout city facilities is beneficial in keeping them looking their best throughout the year. Thoroughly cleaning flooring and carpets will ensure a safe environment for staff and the public that frequent city facilities. The city annually contracts for the cleaning of floors and carpets at Lakewood City Hall, The Centre, Mayfair Park, Bloomfield Park, Mae Boyar Park, Palms Park, Weingart Senior Center, Lakewood Youth Center, and the Burns Community Center. This totals 30,882 square feet of carpet, 9,179 square feet of vinyl composite tile and 7,934 square feet of ceramic tile.

STATEMENT OF FACT

City staff published a Request for Proposals (RFP) #RCS 01-21 for floor and carpet cleaning services. Submissions to the RFP were due to the City Clerk on June 24, 2021. The solicitation garnered three (3) proposals from qualified contractors who had also provided positive references supporting their work performance in neighboring municipalities and/or private entities. The receipt of quotes for the full scope of work outlined in the RFP ranged from \$63,060 per year on the high end to the lowest quote received at \$32,179 per year.

Although SOLID Surface Care was not the lowest quote at \$34,326 per year, they use a dry process to clean carpets, thus allowing for immediate use and occupancy of a room after cleaning. This is crucial in programming use of city facilities for a plethora of daily programs and activities scheduled. The lowest bidder uses a wet process that requires a wait time of up to 3 days after cleaning. SOLID Surface Care has performed as needed services for the city since 2017. City staff have been pleased with their performance and professionalism to date. SOLID Surface Care proposes to provide contracted floor and carpet care for a fee of \$34,326 per year. SOLID Surface Care would provide invoices to the city on a monthly basis in an amount, not to exceed \$2,860.50 per month, for the period of October 1, 2021 to June 30, 2022.

Contracted services for floor and carpet cleaning services is approved in the budget for the current fiscal year, FY22.

RECOMMENDATION

Staff recommends that the City Council authorize the mayor and city clerk to execute the agreement with SOLID Surface Care, subject to approval as to legal form by the City Attorney, to commence on October 1, 2021 and terminate on June 30, 2022, with the option to extend agreement in one year increments through June 30, 2024 at a contracted monthly rate not to exceed \$2,860.50 per month.

Valarie Frost, Director
Recreation & Community Services



Thaddeus McCormack
City Manager



**CITY OF LAKEWOOD
AGREEMENT
FOR
FLOOR AND CARPET CLEANING SERVICES**

This AGREEMENT, sometimes hereinafter referred to as “this AGREEMENT” is made and entered into this 1st day of October by and between CITY of Lakewood, a municipal corporation, sometimes hereinafter referred to as “CITY”, and SOLID Surface Care sometimes hereinafter referred to as “CONTRACTOR”.

WITNESSETH:

WHEREAS, CITY desires to retain CONTRACTOR for floor and carpet cleaning services in connection with the work hereinafter described; and

WHEREAS, CONTRACTOR has the equipment, personnel with the necessary skills and qualifications and licenses required by law to perform the services required under this AGREEMENT; and

WHEREAS, previously through the adoption of the budget, City Council, authorized floor and carpet cleaning services.

NOW, THEREFORE, CITY, for and in consideration of the performance of the covenants and agreements hereinafter contained, to be kept and performed by CONTRACTOR, and upon the following terms and conditions, hereby contracts with CONTRACTOR to provide SERVICES, subject to the following terms and conditions:

1. TERM. The term of this AGREEMENT shall commence on October 1, 2021 and terminate on June 30, 2022, with the option to extend AGREEMENT in one year increments through June 30, 2024.
2. SCOPE OF SERVICES. CONTRACTOR agrees to provide CITY, following written authorization from CITY to proceed, SERVICES as set forth in the Floor and Carpet Cleaning Scope of Work for the City of Lakewood attached hereto as Exhibit A.
3. PAYMENT. CITY agrees to pay CONTRACTOR monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit C, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on SERVICES. This amount shall not exceed \$2,860.50 per month for the total term of this AGREEMENT unless additional payment is approved as provided in this AGREEMENT.

CONTRACTOR shall not be compensated for any SERVICES rendered in connection with its performance of this AGREEMENT which are in addition to those set forth herein, unless such additional SERVICES are authorized in advance and in writing by CITY. CONTRACTOR shall be compensated for any additional SERVICES in the amounts and in the manner as agreed to by CITY and CONTRACTOR at the time CITY's written authorization is given to CONTRACTOR for the performance of said SERVICES.

CONTRACTOR will submit invoices monthly for actual SERVICES performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If CITY disputes any of CONTRACTOR's fees it shall give written notice to CONTRACTOR within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this AGREEMENT shall be made within forty-five (45) days of receipt of an invoice therefore.

4. INDEPENDENT CONTRACTOR STATUS. Contractor acknowledges their independent contractor's status in performing said SERVICES, and risk of property damage or loss to any property arising out of 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 for any loss or damage thereby incurred, or for contribution as a joint tortfeasor therefore, except for those acts performed by CONTRACTOR at the direction of CITY.

It is expressly agreed that for all purposes pertaining to this Agreement, CONTRACTOR shall be an independent contractor, and is not an agent or employee of CITY. Except as otherwise expressly limited by other provisions of this Agreement, CONTRACTOR has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting CONTRACTOR in the performance of its obligations pursuant to this Agreement. In the performance of this AGREEMENT, CONTRACTOR shall comply with all applicable provisions of the California Fair Employment Practices Act (California Labor Code Sections (410 et seq.) and the applicable equal employment provisions of the Civil Rights Act of 1964 (42 U.S.C. 200e 217), whichever is more restrictive.

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 workers' compensation benefits.

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

5. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE.

CITY may at any time, for any reason, with or without cause, suspend or terminate this AGREEMENT, or any portion hereof, by serving upon CONTRACTOR at least ten (10) days prior written notice. Upon receipt of said notice, CONTRACTOR shall immediately cease all work under this AGREEMENT, unless the notice provides otherwise. If CITY suspends or terminates a portion of this AGREEMENT such suspension or termination shall not make void or invalidate the remainder of this AGREEMENT.

In the event this AGREEMENT is terminated pursuant to this Section, CITY shall pay to CONTRACTOR the actual value of the work performed up to the time of termination, provided that the work performed is of value to CITY. Upon termination of this AGREEMENT pursuant to this Section, CONTRACTOR will submit an invoice to CITY pursuant to Section 3.

6. ASSIGNMENT. CONTRACTOR shall not assign the performance of this AGREEMENT, nor any part thereof, nor any monies due hereunder, without the prior written consent of CITY.

7. INDEMNIFICATION AND DEFENSE.

a. Indemnity. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CITY and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of CONTRACTOR, its officers, agents, employees or sub-contractors (or any CITY or individual that CONTRACTOR shall bear the legal liability thereof) in the performance of services under this AGREEMENT. CONTRACTOR's duty to indemnify and hold harmless CITY shall not extend to CITY's sole or active negligence.

b. Duty to defend. In the event CITY, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this AGREEMENT, and upon demand by CITY, CONTRACTOR shall defend CITY at CONTRACTOR's cost or at CITY's option, to reimburse CITY for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by CONTRACTOR's negligent acts, errors or omissions. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONTRACTOR and CITY, as to whether liability arises from the sole or active negligence of CITY or its officers, employees, or agents, CONTRACTOR will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating CITY as solely or actively negligent. CONTRACTOR will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

8. INSURANCE REQUIREMENTS. Without limiting the indemnities described in Section 7, above, and prior to commencement of the Term, CONTRACTOR shall obtain and maintain, at its own expense during the Term, policies of insurance of the type and amounts described below and in a form satisfactory to CITY.

- a. Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another (e.g. the "Insured v. Insured" exclusion). Limits shall be no less than \$3,000,000 per occurrence for all covered losses and no less than \$5,000,000 general aggregate.
- b. CONTRACTOR shall cover all its officers and employees where required by law with workers' compensation insurance or benefits. CONTRACTOR certifies that it is aware of the provisions of the Labor Code of the State of California, which require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certified that it will comply with such provisions before commencing the performance of the work of this AGREEMENT. Worker's Compensation Insurance is required 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 Insurance. CONTRACTOR shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of CONTRACTOR arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented autos, trucks and trailers, and other vehicles or equipment, to include loading and unloading, in an amount not less than \$1,000,000 combined single limit for each accident.
- d. Excess or Umbrella Liability Insurance (Over Primary), if used to meet limit requirements of any policy required by this Section, 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. CONTRACTOR will be required to fully indemnify and hold harmless CITY, its elected or appointed officers, agents, officials, employees, and volunteers, for any injury to person or property resulting from its operations.

9. PROOF OF INSURANCE. CONTRACTOR shall provide certificates of insurance to CITY as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by CITY prior to commencement of performance. Current certification of insurance shall be kept on file with CITY at all times during the Term of this Agreement. CONTRACTOR will not cancel or modify any policies required to be maintained by this Agreement without notifying CITY and shall promptly provide updated insurance certificates, as necessary. CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONTRACTOR.

10. DURATION OF COVERAGE. CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with SERVICES herein by CONTRACTOR, their employees, volunteers, invitees, customers, guests, agents, subcontractors, or contractors.

11. PRIMARY/NONCONTRIBUTING. CONTRACTOR shall ensure that coverage provided by CONTRACTOR shall be primary and any insurance or self-insurance procured or maintained by CITY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of CITY before CITY'S own insurance or self-insurance shall be called upon to protect it as a named insured.

12. CITY'S RIGHT OF ENFORCEMENT FOR INSURANCE. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONTRACTOR. In the alternative, CITY may terminate this Agreement effective immediately upon written notice to CONTRACTOR.

13. ACCEPTABLE INSURERS. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line with the California Department of Insurance and with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by CITY.

14. WAIVER OF SUBROGATION. CONTRACTOR shall ensure that insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive the right of subrogation against CITY, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss.

15. NOTICE OF CANCELLATION OF INSURANCE. CONTRACTOR shall require its insurance agent or broker and insurers to provide to CITY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

16. ADDITIONAL INSURED STATUS. General liability policies shall provide, or be endorsed to provide, that CITY, its elected or appointed officers, agents, officials, employees, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

17. ENFORCEMENT OF CONTRACT PROVISIONS (non estoppel). CONTRACTOR acknowledges and agrees that any actual or alleged failure on the part of CITY to inform CONTRACTOR of noncompliance with any requirement imposes no additional obligations on CITY nor does it waive any rights hereunder.

18. ASSUMPTION OF RISK. CONTRACTOR does hereby assume all risks to itself, its personnel, subcontractors, and agents and any employees thereof, of personal injury or death, and all risk of property damage or loss to any property, wares, vehicles, or materials owned or possessed by CONTRACTOR and said CONTRACTOR further releases CITY, its officers and employees, from any liability therefore.

19. DEFAULT OF CONTRACTOR. CONTRACTOR's failure to comply with the provisions of this AGREEMENT shall constitute a default. In the event that CONTRACTOR is in default for cause under the terms of this AGREEMENT, CITY shall have no obligation or duty to continue compensating CONTRACTOR for any work performed after the date of default and can terminate this AGREEMENT immediately by written notice to CONTRACTOR. If such failure by CONTRACTOR to make progress in the performance of work hereunder arises out causes beyond CONTRACTOR's control, and without fault or negligence of CONTRACTOR, it shall not be considered a default.

If City Manager or his/her designee determines that CONTRACTOR is in default in the performance of any of the terms or conditions of this AGREEMENT, he/she shall cause to be served upon CONTRACTOR a written notice of the default. CONTRACTOR shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that CONTRACTOR fails to cure its default within such period of time or fails to present CITY with a written plan for the cure of the default, CITY shall have the right, notwithstanding any other provision of this AGREEMENT, to terminate this AGREEMENT without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this AGREEMENT.

20. LEGAL RESPONSIBILITIES. 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 this 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.

21. LICENSES. 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 the performance of the services described in this AGREEMENT.

22. 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 and pertaining to the subject of this AGREEMENT or with respect to the terms and conditions of this AGREEMENT, 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.

23. 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 herein.

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

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

To CONTRACTOR: SOLID Surface Care
4672 S. Eastern Avenue
Commerce, CA 90040

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

CITY OF LAKEWOOD

MAYOR

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

SOLID Surface Care

By _____

Title

Attachments: Exhibit A Floor and Carpet Cleaning Scope of Work
for the City of Lakewood

EXHIBIT A
Floor and Carpet Cleaning Scope of Work for the City of Lakewood

A. Scope of service

Contractor is to provide floor and carpet cleaning of vinyl composite tile floor, ceramic tile, and carpeted areas at city owned facilities.

B. Work locations:

The scope of services will be conducted at the following facilities:

1. Lakewood City Hall, 5050 Clark Avenue, Lakewood, CA 90712
2. The Centre, 5000 Clark Avenue, Lakewood, CA 90712
3. Mayfair Park, 5720 Clark Avenue, Lakewood, CA 90712
4. Bloomfield Park, 21420 Pioneer Blvd., Lakewood, CA 90715
5. Boyar Park, 6701 Del Amo Blvd., Lakewood, CA 90713
6. Palms Park, 12305 207th Street, Lakewood, CA 90715
7. Weingart Senior Center, 5220 Oliva Avenue, Lakewood, CA 90712
8. Lakewood Youth Center, 4658 Woodruff Avenue, Lakewood, CA 90713
9. Burns Community Center, 5510 Clark Avenue, Lakewood, CA 90712

C. Frequency of cleanings at noted locations:

Annually

- Mayfair Park Swim Pavilion: Ceramic tile floor in locker rooms
- City Hall: Carpet throughout and ceramic tile in two sets of men's and women's restrooms
- Bloomfield Park: Carpet in activity building
- Boyar Park: Carpet in conference room
- Palms Park: Carpet in transportation coordination office (DASH)

Two Times per Year

- Weingart Senior Center: Carpet throughout, vinyl composite tile floor, ceramic tile in men's and women's restrooms
- Lakewood Youth Center: Vinyl composite tile floor, ceramic tile and carpet
- Mayfair Park swim pavilion: Carpet

Quarterly

- Burns Community Center: Vinyl composite tile floor and carpet in daycare area. Work is to be scheduled at a time when day care participants are not onsite.

Eight times per year scheduled at six week intervals

- The Centre: Carpets;
 - Downstairs: Hallway and meeting rooms
 - Upstairs: Ballroom, corridor and stairway

As Needed

- Burns Community Center: Ceramic tile floor in lobby

FIGURES BELOW INDICATE SQUARE FOOTAGE								
Lakewood City Hall			Burns Community Center			Youth Center		
Ceramic Tile	Carpet	VCT	Ceramic Tile	Carpet	VCT	Ceramic Tile	Carpet	VCT
644	10,714	X	1,080	1,606	575	1,228	2,085	3,185

Palms Park			Boyar Park			Bloomfield Park		
Ceramic Tile	Carpet	VCT	Ceramic Tile	Carpet	VCT	Ceramic Tile	Carpet	VCT
X	726	X	1,100	380	X	X	540	X

Mayfair Park Swim Pavilion			The Centre			Weingart Senior Center		
Ceramic Tile	Carpet	VCT	Ceramic Tile	Carpet	VCT	Ceramic Tile	Carpet	VCT
4,602	1,764	X	X	8,509	X	380	4,558	5,419

Total Sq Ft Ceramic Tile:	7,934
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Total Sq Ft Carpet:	30,882
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Total Sq Ft Vinyl Composite Tile:	9,179
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DIVIDER SHEET

COUNCIL AGENDA

September 14, 2021

TO: The Honorable Mayor and City Council

SUBJECT: Agreement for Window Cleaning and Care Services with Pane In The Glass

INTRODUCTION

The City of Lakewood is committed to keeping its facilities pristine. Many facilities have glass entryways that are the first thing the public sees when they approach the facility. The professional cleaning of glass doors and windows is crucial in keeping city facilities attractive and clean. The city annually contracts for the cleaning of glass doors and windows at various parks and community centers throughout the city.

STATEMENT OF FACT

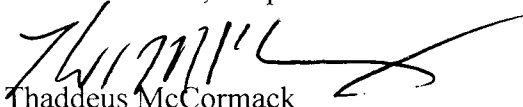
The city has contracted with Pane In The Glass for its window cleaning and care services at The Centre, Mayfair Park, Weingart Senior Center, and Burns Community Center. Pane In The Glass has proven to provide excellent quality of service in performing contracted work. Pane In The Glass proposes to provide contracted window cleaning and care services for a fee of \$20,940 per year at the facilities aforementioned. Pane In The Glass would provide invoices to the city on a monthly basis in an amount not to exceed \$1,745 per month, for the period of October 1, 2021 to June 30, 2022.

Contracted services for window cleaning and care services is approved in the budget for the current fiscal year, FY22.

RECOMMENDATION

Staff recommends that the City Council authorize the Mayor to execute the agreement with Pane In The Glass, subject to approval as to legal form by the City Attorney, to commence on October 1, 2021 and terminate on June 30, 2022, with the option to extend agreement in one year increments through June 30, 2024 at a contracted monthly rate not to exceed \$1,745 per month.

Valarie Frost, Director 
Recreation & Community Services


Thaddeus McCormack
City Manager

**CITY OF LAKEWOOD
AGREEMENT
FOR
WINDOW CLEANING AND CARE SERVICES**

This AGREEMENT, sometimes hereinafter referred to as “this AGREEMENT” is made and entered into this 1st day of October by and between CITY of Lakewood, a municipal corporation, sometimes hereinafter referred to as “CITY”, and PANE IN THE GLASS sometimes hereinafter referred to as “CONTRACTOR”.

WITNESSETH:

WHEREAS, CITY desires to retain CONTRACTOR for window cleaning and care services in connection with the work hereinafter described; and

WHEREAS, CONTRACTOR has the equipment, personnel with the necessary skills and qualifications and licenses required by law to perform the services required under this AGREEMENT; and

WHEREAS, previously through the adoption of the budget, City Council, authorized window cleaning and care Services.

NOW, THEREFORE, CITY, for and in consideration of the performance of the covenants and agreements hereinafter contained, to be kept and performed by CONTRACTOR, and upon the following terms and conditions, hereby contracts with CONTRACTOR to provide SERVICES, subject to the following terms and conditions:

1. TERM. The term of this AGREEMENT shall commence on October 1, 2021 and terminate on June 30, 2022, with the option to extend AGREEMENT in one year increments through June 30, 2024.
2. SCOPE OF SERVICES. CONTRACTOR agrees to provide CITY, following written authorization from CITY to proceed, SERVICES as set forth in the Window Cleaning and Care Specifications attached hereto as Exhibit A.
3. PAYMENT. CITY agrees to pay CONTRACTOR monthly, based upon actual time spent on SERVICES. This amount shall not exceed \$1,745 per month for the total Term of this AGREEMENT unless additional payment is approved as provided in this AGREEMENT.

CONTRACTOR shall not be compensated for any SERVICES rendered in connection with its performance of this AGREEMENT which are in addition to those set forth herein, unless such additional SERVICES are authorized in advance and in writing by CITY. CONTRACTOR shall be compensated for any additional SERVICES in the amounts and in the manner as agreed to by CITY and CONTRACTOR at the time CITY's written authorization is given to CONTRACTOR for the performance of said SERVICES.

CONTRACTOR will submit invoices monthly for actual SERVICES performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If CITY disputes any of CONTRACTOR's fees it shall give written notice to CONTRACTOR within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this AGREEMENT shall be made within forty-five (45) days of receipt of an invoice therefore.

4. INDEPENDENT CONTRACTOR STATUS. Contractor acknowledges their independent contractor's status in performing said SERVICES, and risk of property damage or loss to any property arising out of 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 for any loss or damage thereby incurred, or for contribution as a joint tortfeasor therefore, except for those acts performed by CONTRACTOR at the direction of CITY.

It is expressly agreed that for all purposes pertaining to this Agreement, CONTRACTOR shall be an independent contractor, and is not an agent or employee of CITY. Except as otherwise expressly limited by other provisions of this Agreement, CONTRACTOR has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting CONTRACTOR in the performance of its obligations pursuant to this Agreement. In the performance of this AGREEMENT, CONTRACTOR shall comply with all applicable provisions of the California Fair Employment Practices Act (California Labor Code Sections (410 et seq.) and the applicable equal employment provisions of the Civil Rights Act of 1964 (42 U.S.C. 200e 217), whichever is more restrictive.

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 workers' compensation benefits.

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

5. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE.

CITY may at any time, for any reason, with or without cause, suspend or terminate this AGREEMENT, or any portion hereof, by serving upon CONTRACTOR at least ten (10) days prior written notice. Upon receipt of said notice, CONTRACTOR shall immediately cease all work under this AGREEMENT, unless the notice provides otherwise. If CITY suspends or terminates a portion of this AGREEMENT such suspension or termination shall not make void or invalidate the remainder of this AGREEMENT.

In the event this AGREEMENT is terminated pursuant to this Section, CITY shall pay to CONTRACTOR the actual value of the work performed up to the time of termination, provided that the work performed is of value to CITY. Upon termination of this AGREEMENT pursuant to this Section, CONTRACTOR will submit an invoice to CITY pursuant to Section 3.

6. ASSIGNMENT. CONTRACTOR shall not assign the performance of this AGREEMENT, nor any part thereof, nor any monies due hereunder, without the prior written consent of CITY.

7. INDEMNIFICATION AND DEFENSE.

a. Indemnity. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CITY and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of CONTRACTOR, its officers, agents, employees or sub-contractors (or any CITY or individual that CONTRACTOR shall bear the legal liability thereof) in the performance of services under this AGREEMENT. CONTRACTOR's duty to indemnify and hold harmless CITY shall not extend to CITY's sole or active negligence.

b. Duty to defend. In the event CITY, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this AGREEMENT, and upon demand by CITY, CONTRACTOR shall defend CITY at CONTRACTOR's cost or at CITY's option, to reimburse CITY for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by CONTRACTOR's negligent acts, errors or omissions. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONTRACTOR and CITY, as to whether liability arises from the sole or active negligence of CITY or its officers, employees, or agents, CONTRACTOR will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating CITY as solely or actively negligent. CONTRACTOR will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

8. INSURANCE REQUIREMENTS. Without limiting the indemnities described in Section 7, above, and prior to commencement of the Term, CONTRACTOR shall obtain and maintain, at its own expense during the Term, policies of insurance of the type and amounts described below and in a form satisfactory to CITY.

- a. Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another (e.g. the "Insured v. Insured" exclusion). Limits shall be no less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate.
- b. CONTRACTOR shall cover all its officers and employees where required by law with workers' compensation insurance or benefits. CONTRACTOR certifies that it is aware of the provisions of the Labor Code of the State of California, which require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certified that it will comply with such provisions before commencing the performance of the work of this AGREEMENT. Worker's Compensation Insurance is required 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 Insurance. CONTRACTOR shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of CONTRACTOR arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented autos, trucks and trailers, and other vehicles or equipment, to include loading and unloading, in an amount not less than \$1,000,000 combined single limit for each accident.
- d. Excess or Umbrella Liability Insurance (Over Primary), if used to meet limit requirements of any policy required by this Section, 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. CONTRACTOR will be required to fully indemnify and hold harmless CITY, its elected or appointed officers, agents, officials, employees, and volunteers, for any injury to person or property resulting from its operations.

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In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONTRACTOR.

10. DURATION OF COVERAGE. CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with SERVICES herein by CONTRACTOR, their employees, volunteers, invitees, customers, guests, agents, subcontractors, or contractors.

11. PRIMARY/NONCONTRIBUTING. CONTRACTOR shall ensure that coverage provided by CONTRACTOR shall be primary and any insurance or self-insurance procured or maintained by CITY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of CITY before CITY'S own insurance or self-insurance shall be called upon to protect it as a named insured.

12. CITY'S RIGHT OF ENFORCEMENT FOR INSURANCE. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONTRACTOR. In the alternative, CITY may terminate this Agreement effective immediately upon written notice to CONTRACTOR.

13. ACCEPTABLE INSURERS. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line with the California Department of Insurance and with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by CITY.

14. WAIVER OF SUBROGATION. CONTRACTOR shall ensure that insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive the right of subrogation against CITY, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss.

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18. ASSUMPTION OF RISK. CONTRACTOR does hereby assume all risks to itself, its personnel, subcontractors, and agents and any employees thereof, of personal injury or death, and all risk of property damage or loss to any property, wares, vehicles, or materials owned or possessed by CONTRACTOR and said CONTRACTOR further releases CITY, its officers and employees, from any liability therefore.

19. DEFAULT OF CONTRACTOR. CONTRACTOR's failure to comply with the provisions of this AGREEMENT shall constitute a default. In the event that CONTRACTOR is in default for cause under the terms of this AGREEMENT, CITY shall have no obligation or duty to continue compensating CONTRACTOR for any work performed after the date of default and can terminate this AGREEMENT immediately by written notice to CONTRACTOR. If such failure by CONTRACTOR to make progress in the performance of work hereunder arises out causes beyond CONTRACTOR's control, and without fault or negligence of CONTRACTOR, it shall not be considered a default.

If City Manager or his/her designee determines that CONTRACTOR is in default in the performance of any of the terms or conditions of this AGREEMENT, he/she shall cause to be served upon CONTRACTOR a written notice of the default. CONTRACTOR shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that CONTRACTOR fails to cure its default within such period of time or fails to present CITY with a written plan for the cure of the default, CITY shall have the right, notwithstanding any other provision of this AGREEMENT, to terminate this AGREEMENT without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this AGREEMENT.

20. LEGAL RESPONSIBILITIES. 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 this 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.

21. LICENSES. 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 the performance of the services described in this AGREEMENT.

22. 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 and pertaining to the subject of this AGREEMENT or with respect to the terms and conditions of this AGREEMENT, 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.

23. 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 herein.

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

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

To CONTRACTOR: PANE IN THE GLASS Window Cleaning
P.O. Box 15267
Long Beach, CA 90815

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

CITY OF LAKEWOOD

MAYOR

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

PANE IN THE GLASS

By _____

Title

Attachments: Exhibit A Specifications for Window Cleaning and Care Services

EXHIBIT A
SPECIFICATIONS FOR WINDOW CLEANING AND CARE SERVICES

MONTHLY

The Centre, 5000 Clark Avenue, Lakewood, CA 90712

All exterior and interior glass windows (upper and lower) including the exterior glass of the elevator shaft. Interior spaces of focus include:

- Main Lobby
- Staff Offices
- Maple Room
- Oak Room
- Sycamore Room
- Weingart Ballroom (on the 2nd Floor)
- Reception Area (on the 2nd Floor)
- The Executive Board Room
- Council Chamber Lobby Areas (north and south)

Weingart Senior Center, 5220 Oliva Avenue, Lakewood, CA 90712

All exterior and interior glass windows. Interior spaces of focus include:

- Main Lobby
- Main Activity Room
- Multi-use Exercise Room
- Staff Offices (2)
- Small Gym
- Craft/Sewing Room
- Pool Table Room

Burns Community Center, 5510 Clark Avenue, Lakewood, CA 90712

All exterior and interior glass windows. Interior spaces of focus include:

- Main Lobby Areas (east and west)
- First Floor Staff Offices (2)
- Activity Room
- Open Space (on the 2nd Floor)
- Second Floor Staff Offices (3)
- Reception Area (on the 2nd Floor)

Mayfair Park, 5720 Clark Avenue, Lakewood, CA 90712

All exterior and interior glass windows. Interior spaces of focus include:

- Main Lobby
- Activity Room
- Sierra Room
- Swim Pavilion
- Staff Office

EVERY OTHER MONTH

Mayfair Park, 5720 Clark Avenue, Lakewood, CA 90712

Upper exterior and interior glass windows. Spaces of focus include:

- Main Lobby
- Activity Room
- Sierra Room
- Swim Pavilion

THREE TIMES PER YEAR

The Centre, 5000 Clark Avenue, Lakewood, CA 90712

Upper most glass windows situated in metal frames located on the east and the west sides of the building.

***AS NEEDED**

The Centre, 5000 Clark Avenue, Lakewood, CA 90712

*Cleaning costs for special events, window paint removal, elevator shaft glass (with floor dropped) and any unspecified glass cleaning shall be agreed upon by City and invoiced by Contractor.

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Legislation

ORDINANCE NO. 2021-3

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD ESTABLISHING THAT THE CITY'S GENERAL MUNICIPAL ELECTIONS SHALL BE HELD ON THE DATE OF THE STATEWIDE PRIMARY ELECTION IN EACH EVEN-NUMBERED YEAR

WHEREAS, starting in 2020, City of Lakewood (the "City") general municipal elections were to be held in March of even-numbered years, on the date of the statewide primary election; and

WHEREAS, Chapter 111 of the Statutes of 2020 moved the 2022 statewide primary election which was to be held in March to June; and

WHEREAS, Chapter 107 of the Statutes of 2021 added Section 1305 to the California Elections Code, which section provides that any term of office set to expire in March or April 2022, where the next scheduled election for that office has been consolidated with the 2022 statewide primary election, shall be extended to expire following the certification of election results from the statewide primary election and the administration of the oath of office to the newly elected officeholders.

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

SECTION 1. Change of Election Dates. Beginning in 2022, the City's general municipal elections shall be held on the date of the statewide primary election in each even-numbered year.

SECTION 2. Adjustment to Terms of Office. Those City Council terms that are presently set to expire following certification of the results of the election that was to be held in March, 2022, shall be extended to expire following the certification of election results from the 2022 City Council election to be consolidated with the statewide primary election, and the administration of the oath of office to the newly elected officeholders.

SECTION 3. Section 1500 of the Lakewood Municipal Code is hereby amended to read as follows:

"Beginning in 2022, the dates of the general municipal elections shall be the dates of the statewide primary elections in each even-numbered year."

SECTION 4. Consolidated Elections. Pursuant to Section 1301 and 10403.5 of the California Elections Code, the City hereby requests that the County of Los Angeles approve this Ordinance and allow for the consolidation of the City's general municipal elections with statewide primary elections to be conducted by the County in each even-numbered year, beginning with the

election to be held in 2022. The City Clerk is hereby directed to forward a copy of this Ordinance to the Los Angeles County Board of Supervisors with a request that it be approved, and a courtesy copy to the Los Angeles County Registrar-Recorder/County Clerk's office.

SECTION 5. Operative Date. This Ordinance shall become operative upon approval by the Los Angeles County Board of Supervisors.

SECTION 6. Notice to Voters. Pursuant to Section 10403.5(e) of the California Elections Code, within 30 days after this Ordinance becomes operative, the City's Elections Official shall cause notice to be mailed to all registered voters, informing the voters of the change in election dates made by this Ordinance, and that, as a result of such change, the terms of office of City officeholders will be extended by not more than 12 months.

SECTION 7. The City Council hereby declares it would have passed this Ordinance sentence by sentence, paragraph by paragraph and section by section, and does hereby declare the provisions of this Ordinance are severable, and if for any reason any section of this Ordinance should be held invalid, such decision shall not affect the validity of the remaining parts of this Ordinance.

SECTION 8. The City Clerk shall certify to the adoption of this Ordinance. The City Council hereby finds and determines there are no newspapers of general circulation both published and circulated within the City and, in compliance with Section 36933 of the Government Code, directs the City Clerk to cause said Ordinance within fifteen (15) days after its passage to be posted in at least three (3) public places within the City as established by Ordinance.

ADOPTED AND APPROVED this ____ day of _____, 2021, by the following roll call vote:

	AYES	NAYS	ABSENT
Council Member Croft	_____	_____	_____
Council Member Pe	_____	_____	_____
Council Member Rogers	_____	_____	_____
Council Member Stuckey	_____	_____	_____
Mayor Wood	_____	_____	_____

Mayor

ATTEST:

City Clerk

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

Reports

COUNCIL AGENDA

September 14, 2021

TO: The Honorable Mayor and City Council

SUBJECT: Bid Award - Well 13A Water Treatment Plant Installation (Phase 1) – PW Project 21-09

INTRODUCTION

Six bids were received on September 1, 2021 for a project to install a treatment plant at Plant 13 located on Palo Verde north of Del Amo. Well 13A, located in this area, was removed from service in March, 2020, due to increasing water quality issues.

STATEMENT OF FACT

The previous bids received for this project were rejected for being much higher than the engineer's estimate and lack of sufficient funds allocated to the project. The bids were rejected at the June 8, 2021 council meeting. The project was broken up into different phases (next phase is currently in design) as well as modifying the design to reduce the scope of the project but still meet the overall objective of the project.

A pre-bid conference was attended by representatives from three firms. There were eight plan holders of which the below six submitted bids on September 1, 2021. The engineer's estimate was \$155,000.

RANK	BIDDER	CITY	BID AMOUNT
1	JR Filanc Construction Company, Inc	Escondido	\$115,000
2	E2 Contracting, Inc.	Irvine	\$118,900
3	Cora Constructors, Inc	Palm Desert	\$148,684
4	Metro Builders & Engineers Group	Newport Beach	\$188,445
5	Pacific Hydrotech Corp	Perris	\$194,800
6	R.E. Chaffee Construction	Wrightwood	\$217,400

The lowest responsible bidder is JR Filanc Construction Company, Inc of Escondido, with the bid amount of \$115,000. Staff has verified with the State Contractors License Board that JR Filanc Construction Company, Inc. is properly licensed for this type of work. References were checked with favorable results.

RECOMMENDATION

That the City Council:

1. Award a contract for "Well 13A Water Treatment Plant Installation (Phase 1) – PW Project 21-09" in the amount of \$115,000 to JR Filanc Construction Company, Inc. of Escondido and authorize the Mayor to sign the contract in a form approved by the City Attorney.
2. Appropriate \$180,000 from the Water Reserve Fund for Well 13A Water Treatment Plant Installation (Phase 1).
3. Authorize staff to approve a cumulative total of contract change orders, as needed, not to exceed \$25,000.
4. Adopt the plans, specifications and working details for "Well 13A Water Treatment Plant Installation (Phase 1) – PW Project 21-09"

Lisa Ann Rapp 
Director of Public Works


Thaddeus McCormack
City Manager

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

COUNCIL AGENDA

September 14, 2021

TO: The Honorable Mayor and City Council

SUBJECT: Authorize Purchase of Picnic Shelters for Rynerson Park

INTRODUCTION

Picnic shelters must be purchased in order to complete the Rynerson Picnic Shelter Improvements project. These shelters are available through HGACBuy, a competitive purchasing cooperative.

STATEMENT OF FACT

The Rynerson Picnic Shelter project is expected to be bid this fall and includes installation of two group picnic shelters. Due to the long lead time involved in purchasing and certifying the picnic shelters selected for Rynerson park, staff requests the shelters be purchased in advance of the public works contract to install them.

The project documents are currently being finalized and are expected to be put out to bid in the next few weeks. The bidding and award-of-bid process will take weeks. If we wait until a contract is awarded to order the shelters through the contractor, the shelters will not arrive in a timely manner to be installed, as they take 8-10 weeks from order date, through structural plan check, manufacturing and delivery.

In order to start that process now and save the city the Contractor's overhead and profit on the sale of the shelters, it is recommended that the two shelters be purchased through ICON Shelter Systems immediately.

The specified shelter design is standard to ICON Shelter Systems of Michigan, and other shelter companies would have to create a custom design in order to match it. The Craftsman shelter design with tubular columns and standing seam roof with cupola has been selected from numerous designs on the market. Staff believes this design best meets the criteria for Lakewood's group picnic shelters and was selected with durability and longevity in mind. This shelter design was previously selected and installed at Del Valle Park, Bolivar Park, and will be installed at San Martin Park.

The City's Purchasing Policy allows for purchases to be made on behalf of the City through any governmental entity, including, but not limited to, the State of California, the County of Los Angeles, other cities or special districts, or cooperatives, provided that the entity acquiring the supplies or equipment substantially adhere to the procedures for the purchase of supplies and equipment set forth in this policy. HGACBuy is a nationwide, government procurement service striving to make the governmental procurement process more efficient. All contracts available to participating members of HGACBuy have been awarded by virtue of a public competitive

procurement process compliant with state statutes. The City is a member of HGACBuy and as such, the ICON shelters designed for Rynerson Park are discounted by \$38,458.


The total contract amount for the purchase of the ICON shelters for Rynerson Park from ICON Shelter Systems is \$120,995.91, inclusive of taxes and delivery.


There are adequate funds in the Rynerson Picnic Shelter Improvements project account for this purchase. Installation, surfacing, and site furnishings will be included in the general contractor's bid for the overall picnic shelter improvement project at Rynerson Park.

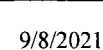
RECOMMENDATION

Staff recommends that the City Council:

1. Authorize staff to issue a purchase order (PO) for the purchase of two (2) ICON Shelter Systems picnic shelters for Rynerson Park to ICON Shelter Systems, in an amount not-to-exceed \$120,996, as part of the Rynerson Picnic Shelter Improvements project, and authorize the Mayor to sign the proposal.

Lisa Rapp 
Director of Public Works


Thaddeus McCormack
City Manager



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

COUNCIL AGENDA

September 14, 2021

TO: The Honorable Mayor and City Council

SUBJECT: Measure L Citizens Oversight Committee Meeting #3 Update

INTRODUCTION

Measure L included a requirement that an advisory committee be created to review, on a semi-annual basis, the City's expenditure and revenues generated by the measure. On January 28, 2020, the City Council adopted Ordinance No. 2020-2 establishing the Citizens Oversight Committee (Committee).

STATEMENT OF FACT

The Committee is comprised of five residents appointed by the City Council that represents key stakeholder groups, and two members representing the Greater Lakewood Chamber of Commerce and a service organization. Members include Bradlee Carihfield of the Greater Lakewood Chamber of Commerce (serving as the current Chair), Cassandra Chase of the Lakewood Jaycees, Crystal Jones-Duncan representing senior groups (serving as the current Vice Chair), Cindy Jarvis representing youth groups, Ron Piazza representing business groups, Mina Carrasco representing Neighborhood Watch and Jeannie Clark being an at-large member. Council Members Steve Croft and Vicki Stuckey served as the City Council liaisons as members of the City Council's Audit Committee.

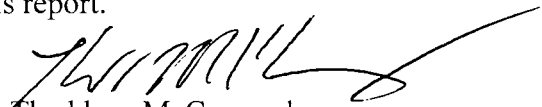
The Committee held its third meeting on September 8, 2021. The Committee received a report from City staff regarding the mid-cycle budget update that was adopted by the City Council in June. Staff also reported on the status of capital improvement projects that is made possible by funds from Measure L.

As a reminder to the public, committee documents including agendas, staff reports, meeting minutes and slideshow presentations are accessible through the committee's website at www.lakewoodcity.org/MeasureLCOC.

RECOMMENDATION

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

Paolo Beltran 
Deputy City Manager


Thaddeus McCormack
City Manager

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

COUNCIL AGENDA

September 14, 2021

TO: The Honorable Mayor and City Council

SUBJECT: Review of Newly Enacted Public Safety Policies and Reforms in Los Angeles County

INTRODUCTION

The City of Lakewood prides itself as a family oriented, diverse community made up of people from varying ethnic and socio-economic backgrounds, that enjoys low crime rates, a strong sense of community, places a high priority on public safety and embraces law and order. Ensuring the safety and security of a community and its residents is a foundational responsibility of government. A responsibility the City sets as a top priority. However, it is becoming more challenging to maintain that sense of safety and security for our residents due to sweeping policy changes in Los Angeles County.

STATEMENT OF FACT

In December 2020, the Office of the District Attorney (DA) implemented a series of Special Directives that have significantly changed how criminal cases are prosecuted in Los Angeles County. A summary of the Special Directives are attached for reference. In particular, Special Directive 20-06, 20-07 and 20-08 will have a profound impact on the handling of lower level crimes that directly relate to quality of life in our community.

The Public Safety Committee requested staff to provide an overview of the Special Directives and the impact to Lakewood. Staff worked with Lakewood Sheriff's Station to identify criminal cases affected by the DA directives. During the period of December 2020 through March 2021, 104 cases were not filed for prosecution under Special Directive 20-07. Subsequently, on May 13, 2021 a letter was sent to the DA expressing concern over the directives and the impact to public safety, and requesting the directives be rescinded or amended. No response was received from the DA.

On May 19, 2021, the DA held a virtual Public Safety Roundtable for city officials in southeast Los Angeles County. Councilmember Rogers and Public Safety Director Yordt attended the meeting. A common concern for the lack of prosecution and accountability of criminal defendants was expressed by all the cities represented. The DA defended the new policies and requested cities to provide a list of cases of concern to be reviewed.

In response to the DA, a list of 17 cases (from the 104 cases declined prosecution) was compiled and provided to the DA in a letter on August 5, 2021. Selected cases were chosen based on repeat offenders and cases representing an array of crimes that have the most impact on quality of life in

Lakewood such as narcotics, larceny theft and vehicle theft, possession of a concealed firearm or other weapon, and battery.

On August 31, 2021, Councilmember Rogers along with the City Manager, Deputy City Manager and Public Safety Director met with representatives of the DA. During this meeting, the DA reviewed the status of the 17 sample cases. Nine of these case were referred for “pre-filing diversion”, the majority of which were narcotics related. Of these nine, only three have been successful in their diversion program to date. To be successful in diversion, the defendant must not reoffend for a period of 12 months. The other six failed to meet the requirements of diversion and the original criminal case as well as any subsequent case have or will be filed for prosecution.

The other troubling policy change that was recently taken was the decision by the Los Angeles County Board of Supervisors (BOS) to move forward with the closure of Men’s Central Jail (MCJ). This ill-advised decision directly threatens public safety in communities across Los Angeles County.

The action is short sighted because it does not include reallocation of adequate bed space for inmates suffering from mental illness or extremely violent offenders. As many as 4,500 inmates would be released, some to “community-based treatment centers” that have yet to be established and many others back to the communities without resources and services necessary to not reoffend.

Furthermore, this action is being rushed without receiving a comprehensive report, which is pending completion and presentation to the BOS, detailing reasonable measures to appropriately depopulate MCJ while considering the specific needs of the current inmate population.

At the request of the Public Safety Committee, Mayor Wood, Councilmember Rogers, City Manager and Deputy City Manager met with Supervisor Hahn and her staff on August 5, 2021 to discuss the decision of the BOS to close MCJ and concerns surrounding the DA’s Special Directives. During this meeting, Supervisor Hahn and her staff supported the closure of MCJ so long as there were reasonable measures in place to provide alternatives to incarceration and provisions for mental health and other supportive services.

RECOMMENDATION

Staff recommends City Council transmit a letter to elected officials representing Lakewood expressing objection to and concern over newly enacted public safety policies and reforms in Los Angeles County.


Joshua Yordt
Public Safety Director


Thaddeus McCormack
City Manager

Special Directives (SD) 20-06 through 20-14 Office of the District Attorney of Los Angeles County

SD 20-06: Pretrial Release Policy

SD 20-06 sets forth new policies and protocols on pretrial release and the use of cash bail. The SD prohibits Deputy District Attorneys (DDAs) from requesting cash bail for any misdemeanor, non-serious felony, or non-violent felony offense. If cash bail is requested for other offenses, DDAs must recommend cash bail amounts that are aligned with the accused's ability to pay. Furthermore, bail and/or pretrial detention may only be considered if there are no other options to protect public safety and reasonably ensure the defendant's return to court. Additionally, DDAs shall not object to the release of anyone currently incarcerated in Los Angeles County on cash bail who would be eligible for release under this SD.

SD 20-07: Misdemeanor Case Management

SD 20-07 states that the following misdemeanor charges shall be declined or dismissed before arraignment and without conditions unless exceptions or factors for consideration exist: trespassing, disturbing the peace, driving without a valid license, driving on a suspended license, criminal threats, drug and paraphernalia possession, minor in possession of alcohol, drinking in public, under the influence of a controlled substance, public intoxication, loitering, loitering to commit prosecution, and resisting arrest. Exceptions and factors for consideration include repeat offenders in the preceding 24 months. However, some misdemeanors listed do not have exceptions or factors of consideration identified.

SD 20-08: Sentencing Enhancements/Allegations

SD 20-08 states that the following sentence enhancements or sentencing allegations shall not be filed in any cases and shall be withdrawn in pending matters: any prior strike enhancements, including the Three Strikes Law; STEP Act enhancements (also known as gang enhancements); violations of bail; and firearm allegations. This directive was further amended to state that DDAs may pursue the following allegations, enhancements, and alternative sentencing schemes: hate crime, elder and dependent adult abuse, child physical abuse, child and adult sexual abuse, human sex trafficking, and financial crimes.

SD 20-09 Youth Justice

SD 20-09 implements policies for crimes involving youth. Pursuant to this SD, youth accused of misdemeanors will not be prosecuted. If necessary and appropriate, youth accused of misdemeanor offenses and low-level felonies will be referred to pre-filing, community-based diversion programs. Youth will not be charged for crimes involving property damage or minor altercations with group home staff, foster parents, and/or other youth if the youth's behaviors can reasonably be related to the child's mental health or trauma history. The SD also provides that filings will generally consist of the

lowest potential code section that corresponds to the alleged conduct and mandate one count per incident. Furthermore, youth will not be sent to the adult court system and enhancements shall not be filed on youth petitions.

SD 20-10 Habeas Corpus Litigation Unit

SD 20-10 establishes policies regarding the Habeas Corpus Litigation (HABLIT) Unit's review of non-capital cases. This SD is specific to a legal petition brought by detained or imprisoned inmates to challenge the constitutionality of the conviction and/or sentencing conditions.

SD 20-11 Death Penalty Policy

SD 20-11 provides that the DA's Office will not seek the death penalty in any case charged on or after December 8, 2020. The DA's Office will also not defend any existing death sentences and will engage in a thorough review of every existing death penalty judgment from Los Angeles County.

SD 20-12 Victim Services

SD 20-12 establishes policies related to services currently provided by the Bureau of Victim Services (BVS). These new policies include the following: (1) BVS will contact all victims of violent crime within 24 hours of receiving notification; (2) BVS will contact the families of individuals killed by law enforcement and provide support services; (3) BVS will support survivors and all others harmed by violence and crime regardless of immigration status, reporting, cooperation, or documentation; (4) BVS will establish a Victim Emergency Fund; and (5) BVS will not require cooperation as a condition of offering services.

SD 20-13 Conviction Integrity Unit

SD 20-13 establishes policies regarding the Conviction Integrity Unit (CIU). These policies relate to case review criteria, access to discovery, investigations in claims of wrongful conviction, and case resolution. This SD also provides that the CIU shall develop and maintain a database to track errors and other causes of wrongful convictions uncovered in the course of its case reviews. Pursuant to this SD, the database will track official misconduct, including the names of law enforcement officers found to have committed misconduct or whose testimony has otherwise been proven to be unreliable.

SD 20-14 Resentencing

SD 20-14 provides that the DA's Office will seek to review and remediate every sentence that does not comport with the new Sentencing Enhancement and Juvenile Policies. The DA's Office specifically commits to an expedited review of the following categories of cases: (1) Those who have already served 15 years or more; (2) Those who are currently 60 years of age or older; (3) Those who are at increased risk of COVID-19; (4) Those who have been recommended for resentencing by the California Department of Corrections and Rehabilitation; (5) Those who are criminalized survivors; and (6) Those who were 17 years of age or younger at the time of the offense and were prosecuted as an adult.

September 14, 2021

Subject: Request for Change in Public Safety Policies in Los Angeles County

Dear <elected official>,

The City of Lakewood prides itself as a family oriented, diverse community made up of people from varying ethnic and socio-economic backgrounds, that enjoys low crime rates, a strong sense of community, places a high priority on public safety and embraces law and order.

Ensuring the safety and security of a community and its residents is a foundational responsibility of government. When residents feel safe as they lead their daily lives, everything else falls into place. Neighborhoods, schools, shopping and dining all thrive. In turn, residents become proud of living in a place that enables them to have a high quality of life where they can raise their children and families. This is what Lakewood is. The City and its residents are proud of living in a community that has established a reputation as a safe city, which was cultivated through a strong and positive relationship with the Los Angeles County Sheriff's Department through Lakewood Station and its hard working deputy sheriffs. However, it is becoming more challenging to maintain that sense of safety and security for our residents.

As the City Council of the City of Lakewood, we are concerned with the public safety and the criminal justice reforms recently enacted in Los Angeles County and the negative impact on the safety and security of our residents. These reforms amount to criminals not being held accountable for their actions and a degradation of victims' rights. Specifically, we are concerned with a series of Special Directives implemented in the Office of the District Attorney (DA) and the decision of the Los Angeles County Board of Supervisors to move forward with closing Men's Central Jail (MCJ) without having a fully vetted plan in place. The Special Directives and decision to close the jail facility appear to be based on ideology that have had very limited real world applicability and not actual experience.

In December 2020, a series of Special Directives were implemented in the Office of the District Attorney that significantly changed how crime is prosecuted in Los Angeles County. In particular Special Directives 20-06, 20-07 and 20-08, have had a profound impact on the lower level crimes that directly erode at the quality of life that is so critically important to communities such as Lakewood. The Special Directives have eliminated cash bail allowing criminals to continue to reoffend and victimize residents; many misdemeanor crimes that directly impact quality of life are no longer being prosecuted; enhancements under state law are not being applied in cases to include those involving firearms, gang related crimes or "Three Strikes Law".

Lakewood officials recently met with representatives of the Office of the District Attorney to review a sample of 17 cases from December 2020 - March 2021 that were not filed by the DA's Office. Of these cases, nine were referred for pre-filing diversion in hopes of the defendant not reoffending within a 12-month period. Only three of those referrals have been "successful", meaning they have not been arrested for another offense. The remaining six defendants referred to diversion failed to meet the requirements of the program and their cases ultimately filed.

While this is a small sample size, we are concerned that two-thirds of the referrals failed to stay out of trouble in such a short period of time. While we believe in and support prevention, intervention and rehabilitation, we also believe that by following the law and holding criminals accountable for lower level crimes has a direct impact on reducing more serious and violent crime. Additionally, we believe the Special Directives undermine properly enacted state laws that serve as deterrents of criminal behavior and serve to preserve public safety.

The other troubling action that was recently taken was the decision by the Los Angeles County Board of Supervisors to move forward with the closure of the Men's Central Jail (MCJ). This ill-advised decision directly threatens public safety in communities across Los Angeles County.

The action is short sighted because the plan did not include reallocation of adequate bed space nor a plan to house the current inmates who are suffering from mental illness or extremely violent offenders is a threat to public safety in communities throughout Los Angeles County. A replacement jail or custody facility is not planned. Instead, some of the inmate population would be redistributed to other facilities creating unsafe, unconstitutional overcrowding conditions. Additionally, as many as 4,500 inmates would be released, some to "community-based treatment centers" that have yet to be established and many others back to the communities without resources and services necessary to not reoffend.

Furthermore, the action taken to move forward with closing MCJ is being rushed without receiving a comprehensive report, which is pending completion and presentation to the BOS, detailing reasonable measures to appropriately depopulate MCJ while considering the specific needs of the current inmate population. If MCJ is to be closed due to being outdated and inadequate in providing a safe, secure custodial environment, a replacement facility should be provided that meets the needs of the inmate population as well as serve to provide the necessary mental health, addiction treatment and other services lacking at MCJ.

As the City Council of the City of Lakewood, we strongly urge the following actions:

- The Office of the Los Angeles County District Attorney rescind the Special Directives implemented in December 2020, and adjudicate criminal cases in a balanced manner that is consistent with state laws, considers the safety and

security of the general public, advocates for crime victims, and holds criminals accountable for their actions.

- The Board of Supervisors take a measured approach to addressing the deficiencies of MCJ, utilizing the data analysis of the forthcoming report from the Jain Family Institute and implement a detailed plan that provides the proper level of services and resources for the mentally ill and violent offender inmate population that is currently housed in MCJ.

In conclusion, we are extremely concerned with the recent enactment of public-safety related actions that seemingly have no basis on how those actions affect the real world. Actions that decriminalize more and more types of crimes, actions that leave crime victims unprotected and unsupported, and actions that lead to the eventual deterioration of the quality of life that this City Council has sworn to protect. As elected officials who are tasked to make these decisions, we all need to be held accountable for the impact these decisions have on the constituents we serve.

Sincerely,

Jeff Wood
Mayor

Steve Croft
Vice Mayor

Ariel Pe
Council Member

Todd Rogers
Council Member

Vicki Stuckey
Council Member

DIVIDER SHEET

Housing Successor

**CITY OF LAKEWOOD SUCCESSOR AGENCY - HOUSING
FUND SUMMARY 8/26/2021**

In accordance with section 2521 of the Lakewood Municipal Code there is presented herewith a summary of obligations to be paid by voucher 416 through 417. Each of the following demands has been audited by the Director of Administrative Services and approved by the City Manager.

3901	HOUSING SUCCESSOR AGENCY	36,000.00
		<hr/>
		36,000.00

Council Approval

Date

City Manager

Attest

City Clerk

Director of Administrative Services

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

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
416	08/26/2021	3699	GRAVES. TIFFANIE AND	18,000.00	0.00	18,000.00
417	08/26/2021	3699	REINEKE. CLAUDIA AND	18,000.00	0.00	18,000.00
Totals:				<u>36,000.00</u>	<u>0.00</u>	<u>36,000.00</u>