

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

September 13, 2022

**ADJOURNED MEETING**

6:00 p.m.

**CLOSED SESSION:**

EXECUTIVE BOARD ROOM

PUBLIC EMPLOYEE PERFORMANCE EVALUATION, Pursuant to Government Code §54957

Title: City Manager

**CALL TO ORDER**

7:30 p.m.

**INVOCATION:** Bishop David Montgomery, Church of Jesus Christ of Latter-day Saints

**PLEDGE OF ALLEGIANCE:** Girl Scout Troop 863

**ROLL CALL:** Mayor Steve Croft  
Vice Mayor Ariel Pe  
Council Member Cassandra Chase  
Council Member Todd Rogers  
Council Member Jeff Wood

**ANNOUNCEMENTS AND PRESENTATIONS:**

**ROUTINE ITEMS:**

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

RI-1 MEETING MINUTES - Staff recommends City Council approve Minutes of the Meetings held July 12, August 9, and August 23, 2022

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

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

RI-4 CITY COUNCIL COMMITTEES' ACTIVITIES - Staff recommends City Council receive and file the report.

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

RI-6 MONTHLY REPORT OF INVESTMENT TRANSACTIONS - JULY 2022 - Staff recommends City Council receive and file the report.

## **City Council Agenda**

September 13, 2022

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### **ROUTINE ITEMS:** - Continued

- RI-7 RESOLUTIONS OF DESTRUCTION FOR OBSOLETE CITY RECORDS MORE THAN TWO YEARS OLD IN ACCORDANCE WITH STATE LAW, RESOLUTIONS NO. 2022-62 THROUGH NO. 2022-69 - Staff recommends City Council adopt proposed resolutions.
- RI-8 AGREEMENT FOR FEST-OF-ALL ATTRACTIONS AND GAMES - Staff recommends City Council approve the agreement for the 2022 Fest-Of-All with Elite Special Events subject to approval as to legal form by the City Attorney.
- RI-9 AGREEMENT FOR HALLOWEEN CARNIVAL ATTRACTIONS - Staff recommends City Council approve the 2022 agreement for Halloween carnival attractions with Elite Special Events subject to approval as to legal form by the City Attorney.
- RI-10 AGREEMENT FOR GOPHER ABATEMENT SERVICES - Staff recommends the City Council approve the gopher abatement services agreement with M.B. Oliver, Inc. DBA Agricultural Pest Control Services at specified City facilities from September 15, 2022, to June 30, 2023, not to exceed \$12,800.
- RI-11 PURCHASE OF RIDING MOWER - Staff recommends the City Council approve purchase of Toro Groundmaster 3200 mower at not-to-exceed amount of \$30,077.82 from Turf Star of Brea.
- RI-12 NOTICE OF COMPLETION – PUBLIC WORKS CONTRACT 2020-3; IMPROVEMENTS TO THE EXISTING SAN MARTIN PARK – Staff recommends the City Council accept the work performed by Deark E&C Inc. in a final contract amount of \$820,013.45, and authorize the City Clerk to file the Notice of Completion for Public Works Contract 2020-03; and ratify Change Orders No. 1-4 in the net additional amount of \$87,013.45 to Public Works Contract 2020-3.

### **PUBLIC HEARINGS:**

- 1.1 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT - Staff recommends City Council hold a public hearing to solicit citizen comments on the City's Consolidated Annual Performance and Evaluation Report for fiscal year July 1, 2021 through June 30, 2022, and following the hearing, direct staff to take into consideration all comments received on the CAPER and submit those comments, if any, to the local HUD office.

### **LEGISLATION:**

- 2.1 APPOINTMENT OF MEASURE L CITIZENS OVERSIGHT COMMITTEE MEMBERS; AND APPROVING APPOINTMENTS TO CITY COMMISSIONS, RESOLUTION NO. 2022-61 - Staff recommends the City Council approve the member appointments for the Measure L Citizens Oversight Committee and adopt proposed resolution approving appointments to City Commissions.

### **REPORTS:**

- 3.1 RESOLUTION NO. 2022-70; DECLARING AN EMERGENCY REGARDING THE NEED TO MAKE REPAIRS TO THE BOLIVAR STORMWATER CAPTURE BUILDING AND EQUIPMENT - Staff recommends City Council adopt proposed resolution.
- 3.2 MEMORANDUM OF UNDERSTANDING FOR USE OF CITY OWNED PARCEL FOR FARMERS MARKET - Staff recommends that the City Council approve the Memorandum of Understanding between the Operators and the City of Lakewood for a weekly farmers market.

## **City Council Agenda**

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### **REPORTS: - Continued**

- 3.3 ARCHITECTURAL SERVICES AUTHORIZATION, DAHLIN GROUP, PALMS COMMUNITY CENTER IMPROVEMENTS - Staff and the CIP Committee recommend that the City Council authorize design work for Palms Community Center Improvements per Dahlin Group proposal dated August 11, 2022, in amount not-to-exceed \$713,900, and authorize the Mayor to sign the proposal; and appropriate \$713,900 from reserve for capital improvements for the project.
- 3.4 FALL AND WINTER RECREATION PROGRAMS AND EVENTS - Staff recommends City Council receive and file the report.

### **ORAL COMMUNICATIONS:**

### **ADJOURNMENT**

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

# Routine Items

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

# DIVIDER SHEET

**COUNCIL AGENDA**

September 13, 2022

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


<u>Name</u>	<u>Title</u>	<u>Schedule</u>	<u>Effective Date</u>
<b>1. FULL-TIME EMPLOYEES</b>			
<b>A. Appointments</b>			
None			
<b>B. Changes</b>			
Ryan Bowman	Public Works Technician Public Works Inspector	18A to 24A	08/21/2022
Nicholas Nieman	Water Utility Worker Senior Water Utility Worker	12A to 15A	08/07/2022
Yesenia Torres	Recreation Leader II Administrative Clerk	A to 08A	08/21/2022
<b>C. Separations</b>			
Phillip Hernandez	Park Maintenance Worker	10A	08/10/2022
Susan Peebles	Community Services Supervisor	24B	08/18/2022
Robert Weaver	Water Utility Worker	12A	09/01/2022
<b>2. PART-TIME EMPLOYEES</b>			
<b>A. Appointments</b>			
Hugo Aguirre	Maintenance Trainee I	B	08/22/2022
Ilene Martinez	Community Services Leader IV	B	08/07/2022
Priscilla Reyes	Community Services Leader IV	B	08/26/2022
Abraham Rios	Maintenance Trainee I	B	08/22/2022
Jose Vega	Community Services Specialist	B	08/21/2022

**B. Changes**

Haily Cooley	Recreation Leader II Community Services Leader III	A to B	08/21/2022
Gerardo Pamanes	Maintenance Trainee I Maintenance Trainee II	B to B	08/21/2022
Jesus Ruiz	Recreation Leader II Community Services Leader IV	A to B	08/21/2022
Gregory Miller	Community Services Officer I Community Services Officer II	B to B	06/26/2022
Saul Silva	Community Services Officer II Community Services Officer III	B to B	06/26/2022
Jade Vasquez	Recreation Leader II Community Services Leader IV	A to B	08/07/2022

**C. Separations**

Kaweeshia Gamage	Maintenance Trainee I	B	08/19/2022
Raphael Pizarra	Community Services Leader II	B	08/07/2022
Michael Quijada	Community Services Leader III	B	08/07/2022
Raul Flores Rodriguez	Maintenance Services Aide IV	B	08/13/2022
Michael Schicora	Aquatics Specialist IV	B	08/07/2022

  
Thaddeus McCormack  
City Manager

# DIVIDER SHEET

**CITY OF LAKEWOOD  
FUND SUMMARY 08/11/22**

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

1010	GENERAL FUND	202,649.74
1020	CABLE TV	150.00
1025	AMERICAN RESCUE PLAN	14,694.92
1030	CDBG CURRENT YEAR	18.42
1050	COMMUNITY FACILITY	18,110.44
1622	LA CNTY MEASURE M	47,775.38
1623	LA CNTY MEASURE W	1,031.80
3070	PROPOSITION "C"	3,218.14
5020	CENTRAL STORES	4,492.00
5030	FLEET MAINTENANCE	5,838.96
7500	WATER UTILITY FUND	2,368,352.10
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		<b>2,666,331.90</b>

Council Approval

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Date

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City Manager

Attest

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City Clerk

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Director of Finance and Administrative Services

# CITY OF LAKEWOOD SUMMARY CHECK REGISTER

CHECK DATE	VENDOR NAME	CHECK AMOUNT
08/11/2022	CITY LIGHT & POWER LKWD INC	1,031.88
08/11/2022	CITY LIGHT & POWER LKWD INC	4,095.00
08/11/2022	COMMERCIAL TRANSPORTATION SERVICES	832.20
08/11/2022	CORELOGIC, INC.	55.25
08/11/2022	FREMONTIA HORTICULTURAL, INC	744.74
08/11/2022	HDL SOFTWARE LLC	2,360.00
08/11/2022	HOME DEPOT	464.60
08/11/2022	JONES RICHARD D. A PROF LAW CORP	12,042.42
08/11/2022	LAKEWOOD ROTARY CLUB	305.00
08/11/2022	LOS ANGELES CO FIRE DEPT	2,400.72
08/11/2022	ODP BUSINESS SOLUTIONS, LLC	224.67
08/11/2022	CHEN, PATRICIA P.C.	1,759.75
08/11/2022	WGJ ENTERPRISES, INC.	47,775.38
08/11/2022	SOUTHERN CALIFORNIA EDISON CO	77,360.06
08/11/2022	THE HITT COMPANIES	43.30
08/11/2022	THURSTON ELEVATOR CONCEPTS, INC.	1,325.00
08/11/2022	WATER REPLENISHMENT DISTRICT OF	2,077,873.26
08/11/2022	WATERLINE TECHNOLOGIES INC	2,047.91
08/11/2022	WAXIE ENTERPRISES INC	449.46
08/11/2022	AMAZON CAPITAL SERVICES, INC.	12,983.01
08/11/2022	ANICETO, SANDRA	438.75
08/11/2022	ARAMARK UNIFORM&CAREER APPAREL GRP	562.58
08/11/2022	N. HARRIS COMPUTER CORPORATION	21,494.46
08/11/2022	AUTOZONE PARTS INC	33.28
08/11/2022	B & H FOTO & ELECTRONICS CORP	322.04
08/11/2022	B&M LAWN AND GARDEN INC	99.04
08/11/2022	BERG, APRIL	1,096.00
08/11/2022	BURWELL MICHAEL RAY	20.00
08/11/2022	CALIFORNIA DEPT OF	60.00
08/11/2022	CINTAS CORPORATION	57.90
08/11/2022	CITY LIGHT & POWER LKWD INC	1,031.88
08/11/2022	CLEANCOR HOLDINGS LLC DBA CLEANCOR LNG	465.00
08/11/2022	BRAGG INVESTMENT COMPANY, INC.	99.65
08/11/2022	COLOMRICAN, INC.	53.82
08/11/2022	DELTA DENTAL INSURANCE COMPANY	1,017.94
08/11/2022	DELTA DENTAL OF CALIFORNIA	6,397.41
08/11/2022	DICKSON R F CO INC	51,340.46
08/11/2022	DUNRITE PEST CONTROL INC.	130.00
08/11/2022	DUNRITE PEST CONTROL INC.	260.00
08/11/2022	DURHAM SCHOOL SERVICES	6,701.95
08/11/2022	EEC ACOUISITION LLC	2,488.83
08/11/2022	FONTELA, THAO	1,053.00
08/11/2022	GARIBALDO'S NURSERY	17.64
08/11/2022	GIACHELLO, LENNY	390.00

# CITY OF LAKEWOOD SUMMARY CHECK REGISTER

CHECK DATE	VENDOR NAME	CHECK AMOUNT
08/11/2022	GLOBE GAS CORPORATION	94.59
08/11/2022	GRAINGER W W INC	22.43
08/11/2022	HARA M LAWNMOWER CENTER	662.28
08/11/2022	HI-WAY SAFETY RENTALS INC	2,991.63
08/11/2022	HODGE PRODUCTS INC.	264.05
08/11/2022	HOME DEPOT	1,943.43
08/11/2022	KENNY'S AUTO SERVICE	163.00
08/11/2022	KICK IT UP KIDZ, LLC	22.75
08/11/2022	LAWSON PRODUCTS INC	413.56
08/11/2022	MACAULAY, CHRISTINA	150.00
08/11/2022	BRODERICK JAY	1,201.20
08/11/2022	MARIN, COUNTY OF/CAL-SLA	2,520.00
08/11/2022	MIEIR-KING RICHARD	327.60
08/11/2022	NATIONAL UNION FIRE INSURANCE CO	444.55
08/11/2022	O'REILLY AUTOMOTIVE STORES INC	42.95
08/11/2022	ODP BUSINESS SOLUTIONS, LLC	210.07
08/11/2022	LONG BEACH PUBLISHING CO	380.45
08/11/2022	READWRITE EDUCATIONAL SOLUTIONS INC	410.80
08/11/2022	SERVICEWEAR APPAREL INC.	566.97
08/11/2022	SITEONE LANDSCAPE SUPPLY, LLC	738.68
08/11/2022	SO CALIF SECURITY CENTERS INC	16.54
08/11/2022	MWB COPY PRODUCTS, INC.	115.76
08/11/2022	SOUTHERN CALIFORNIA EDISON CO	2,158.05
08/11/2022	SOUTHERN CALIFORNIA EDISON	600.45
08/11/2022	SOUTHERN CALIFORNIA GAS CO	242.08
08/11/2022	SPECIALTY TIRES LLC	1,078.32
08/11/2022	STANDARD INSURANCE CO UNIT 22	2,174.70
08/11/2022	STANDARD INSURANCE CO UNIT 22	9,852.58
08/11/2022	STEIN, ANDREW T	984.58
08/11/2022	STEPHENS, ERIC	214.50
08/11/2022	SYN-TECH SYSTEMS INC	381.38
08/11/2022	TGIS CATERING SVCS INC	1,237.03
08/11/2022	TRANSAMERICA LIFE INSURANCE COMPANY	1,116.13
08/11/2022	TUMBLE-N-KIDS, INC	9,828.00
08/11/2022	TURF STAR	2,082.50
08/11/2022	UNDERGROUND SERVICE ALERT	868.98
08/11/2022	UNIFIRST CORPORATION	149.58
08/11/2022	UNITED WATER WORKS INC	626.33
08/11/2022	CELLCO PARTNERSHIP	1,389.10
08/11/2022	VISION SERVICE PLAN	3,889.07
08/11/2022	WAMBA, DIANE B.	282.75
08/11/2022	WATER REPLENISHMENT DISTRICT OF	254,033.92
08/11/2022	WATERLINE TECHNOLOGIES INC	13,300.57
08/11/2022	WAXIE ENTERPRISES INC	2,974.47

# CITY OF LAKEWOOD SUMMARY CHECK REGISTER

CHECK DATE	VENDOR NAME	CHECK AMOUNT
08/11/2022	AUDITOR, LEAH	100.00
08/11/2022	CHAVEZ, AURORA	102.40
08/11/2022	CONTRERAS, GILBERTO	50.00
08/11/2022	CUEVAS, GABRIELA	50.00
08/11/2022	DANG, MICHAEL THANH	66.00
08/11/2022	EKLADIOUS, OSSAMA	50.00
08/11/2022	FUKUSHIMA, KAZUKO	50.00
08/11/2022	KING, MONICA	250.00
08/11/2022	MIZUKAMI, CHERYL IKE	50.00
08/11/2022	PATTERSON, MARK	50.00
08/11/2022	RIVAS, NELSON	59.90
08/11/2022	RUIZ, MIGUEL	100.00
08/11/2022	SANCHEZ MUNOZ, CLAUDIO	80.00
08/11/2022	SCHMIDT, JAMES	100.00
08/11/2022	SORN, PISETH	100.00
08/11/2022	UNG, JASON	50.00
08/11/2022	WEBER, DAVID	50.00
	<b>Total:</b>	<b>2,666,331.90</b>

**CITY OF LAKEWOOD  
FUND SUMMARY 08/18/22**

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

1010	GENERAL FUND	2,733,011.29
1020	CABLE TV	652.66
1025	AMERICAN RESCUE PLAN	38,500.00
1030	CDBG CURRENT YEAR	3,225.00
1050	COMMUNITY FACILITY	712.75
1070	RETIREE BENEFITS	694.00
1336	STATE COPS GRANT	17,701.54
1630	USED OIL GRANT	5,619.84
3015	ROAD MAINTC & REHAB ACCT	25,425.05
3070	PROPOSITION "C"	2,449.98
3080	SEWER RECONSTRUCTION	26,160.00
5010	GRAPHICS AND COPY CENTER	305.93
5020	CENTRAL STORES	1,243.73
5030	FLEET MAINTENANCE	4,540.66
7500	WATER UTILITY FUND	29,371.89
8030	TRUST DEPOSIT	225.00
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		<b>2,889,839.32</b>

Council Approval

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Date

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City Manager

Attest

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City Clerk

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Director of Finance and Administrative Services

# CITY OF LAKEWOOD SUMMARY CHECK REGISTER

CHECK DATE	VENDOR NAME	CHECK AMOUNT
08/18/2022	AMAZON.COM LLC	986.99
08/18/2022	CAL-RECYCLE	5,619.84
08/18/2022	CITY LIGHT & POWER LKWD INC	3,886.00
08/18/2022	DAHLIN GROUP, INC.	4,850.00
08/18/2022	DEARK E&C, INC.	42,376.09
08/18/2022	EAST LONG BEACH POOL SUPPLY	63.59
08/18/2022	EMPLOYMENT DEVELOPMENT DEPT	1,843.00
08/18/2022	FLEMING ENVIRONMENTAL INC	163,303.34
08/18/2022	JAMESTOWN ADVANCED PRODUCTS CORP.	4,986.20
08/18/2022	JHM SUPPLY INC	123.54
08/18/2022	LONG BEACH, CITY OF	189.32
08/18/2022	LOS ANGELES CO SHERIFFS DEPT	1,063,606.87
08/18/2022	MALLORY SAFETY AND SUPPLY LLC	948.28
08/18/2022	MCCAIN, INC.	21,568.26
08/18/2022	MIDAMERICA ADMIN & RETIREMENT	694.00
08/18/2022	PHASE II SYSTEMS INC	2,930.14
08/18/2022	RESOURCE BUILDING MATERIALS	603.84
08/18/2022	ROSS AVIATION INVESTMENT, LLC	6,849.85
08/18/2022	STEARNS CONRAD & SCHMIDT CONSLT ENG	3,680.00
08/18/2022	SIERRA INSTALLATIONS INC	225.00
08/18/2022	SOUTHERN CALIFORNIA EDISON CO	10,949.75
08/18/2022	CHARTER COMMUNICATIONS HOLDINGS, LLC	4,547.44
08/18/2022	STANLEY CONVERGENT SECURITY	1,030.60
08/18/2022	TGIS CATERING SVCS INC	204.68
08/18/2022	ADOLPH KIEFER & ASSOCIATES LLC	968.30
08/18/2022	VAN EECKHOUTTE SHAWN	82.69
08/18/2022	WAIT, STUART	9,514.00
08/18/2022	WEST COAST ARBORISTS INC	5,176.50
08/18/2022	COMPREHENSIVE PRINT GROUP LLC	5,809.68
08/18/2022	WILLDAN ASSOCIATES	89,855.95
08/18/2022	A.W.W.A.	4,351.00
08/18/2022	ADAMS-HILLERY SHARRON	3,225.00
08/18/2022	AIRE RITE A/C & REFRIGERATION INC	4,855.15
08/18/2022	ACCOUNTING PRINCIPALS, INC	1,181.25
08/18/2022	ALLEN, JOHNNY	588.90
08/18/2022	AMAZON CAPITAL SERVICES, INC.	2,670.56
08/18/2022	ARC DOCUMENT SOLUTIONS, LLC	553.84
08/18/2022	BERG, APRIL	1,491.75
08/18/2022	TWO SHELLS ENTERPRISES INC.	212.00
08/18/2022	BOWEN, TIMOTHY	2,704.00
08/18/2022	BURWELL MICHAEL RAY	505.00
08/18/2022	CALIF JOINT POWERS INS AUTHORITY	11,587.00
08/18/2022	CAMERON WELDING SUPPLY	243.76
08/18/2022	CHAPMAN, TIMOTHY LEE	150.00

# CITY OF LAKEWOOD SUMMARY CHECK REGISTER

CHECK DATE	VENDOR NAME	CHECK AMOUNT
08/18/2022	CINTAS CORPORATION	68.03
08/18/2022	COCHICO, WILFRED Z	149.88
08/18/2022	DEARK E&C, INC.	42,376.09
08/18/2022	DIRECTV INC	35.00
08/18/2022	DURHAM SCHOOL SERVICES	3,670.25
08/18/2022	EAST LONG BEACH POOL SUPPLY	822.88
08/18/2022	EDCO WASTE SERVICES LLC	508,055.08
08/18/2022	ELITE SPECIAL EVENTS INC	2,200.00
08/18/2022	FERGUSON ENTERPRISES INC	4,527.60
08/18/2022	FLEMING ENVIRONMENTAL INC	36,412.31
08/18/2022	FONTELA, THAO	1,704.95
08/18/2022	LA GATEWAY REGION INTEGRATED RNL	15,000.00
08/18/2022	GLASBY MAINTENANCE SUPPLY CO	69.57
08/18/2022	GOLD COAST AWARDS INC	24.43
08/18/2022	GOLDEN STATE WATER COMPANY	13,607.43
08/18/2022	HARA M LAWNMOWER CENTER	324.68
08/18/2022	HEATON, KATHRYN	113.75
08/18/2022	HERMAN, LINDA	250.00
08/18/2022	HINDERLITER DE LLAMAS & ASSOC	69,849.14
08/18/2022	HOME DEPOT	1,285.45
08/18/2022	JHM SUPPLY INC	2,225.50
08/18/2022	JONES RICHARD D. A PROF LAW CORP	17,252.50
08/18/2022	KICK IT UP KIDZ, LLC	1,092.00
08/18/2022	NORTH AMERICAN YOUTH ACTIVITIES LLC	3,219.45
08/18/2022	KNIGHT, MARIE	375.00
08/18/2022	CEDAR FAIR	2,940.00
08/18/2022	LAKEWOOD CHAMBER OF COMMERCE	1,833.33
08/18/2022	LAKEWOOD, CITY WATER DEPT	102,837.24
08/18/2022	LOS ANGELES CO/DEPT PW BLDG SVCS	104,951.46
08/18/2022	MAGIC JUMP RENTALS INC	2,720.40
08/18/2022	MARKLEY, ELIZABETH	351.00
08/18/2022	MITCHELL REPAIR INFORMATION CO LLC	2,692.80
08/18/2022	NADA, HIROSHI	4,018.00
08/18/2022	NESTLE WATERS NORTH AMERICA	90.05
08/18/2022	O'REILLY AUTOMOTIVE STORES INC	306.45
08/18/2022	ODP BUSINESS SOLUTIONS, LLC	185.57
08/18/2022	PIERSON, JEREMY L.	560.00
08/18/2022	READWRITE EDUCATIONAL SOLUTIONS INC	102.70
08/18/2022	S.T.E.A.M.	12,476.80
08/18/2022	SAN JUAN, CLYDE J	159.90
08/18/2022	SMART & FINAL INC	2,294.45
08/18/2022	SOUTHEAST AREA ANIMAL CONTROL AUTH	286,836.00
08/18/2022	SOUTHERN CALIFORNIA EDISON CO	35,136.57
08/18/2022	SOUTHERN CALIFORNIA GAS CO	886.52

# CITY OF LAKEWOOD SUMMARY CHECK REGISTER

CHECK DATE	VENDOR NAME	CHECK AMOUNT
08/18/2022	SPECIALTY TIRES LLC	248.35
08/18/2022	STATE WATER RESOURCES CONTROL BOARD	90.00
08/18/2022	STEPHENS, ERIC	431.60
08/18/2022	THURSTON ELEVATOR CONCEPTS, INC.	143.00
08/18/2022	TUMBLE-N-KIDS, INC	3,348.80
08/18/2022	UNIFIRST CORPORATION	66.50
08/18/2022	WATER SYSTEM SERVICES LLC	350.00
08/18/2022	WATERLINE TECHNOLOGIES INC	1,614.06
08/18/2022	WEST COAST ARBORISTS INC	103,746.00
08/18/2022	WESTERN EXTERMINATOR CO	436.45
08/18/2022	WYNN, LAKYN	48.75
08/18/2022	ALFARO, AMALIA	457.00
08/18/2022	ALMEIDA, GENE	250.00
08/18/2022	BERRY, ROY	5.00
08/18/2022	DUCREAY, PLUSHETTE	48.00
08/18/2022	RADZIUK, SONYA	204.21
08/18/2022	RIGNEY, RANDALL	121.40
08/18/2022	VARGAS, ERICA	250.00
08/18/2022	WILLIAMS, MATHEW	97.04
<b>Total:</b>		<b>2,889,839.32</b>

**CITY OF LAKEWOOD  
FUND SUMMARY 08/25/22**

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

1010	GENERAL FUND	247,884.89
1025	AMERICAN RESCUE PLAN	9,361.23
1030	CDBG CURRENT YEAR	1,125.00
1050	COMMUNITY FACILITY	1,003.88
1621	LA CNTY MEASURE R	361,000.00
1622	LA CNTY MEASURE M	292,600.00
1623	LA CNTY MEASURE W	1,428.28
3001	CAPITAL IMPROV PROJECT FUND	1,122,439.99
3070	PROPOSITION "C"	14.66
5010	GRAPHICS AND COPY CENTER	7,253.69
5020	CENTRAL STORES	7,882.34
5030	FLEET MAINTENANCE	1,363.76
7500	WATER UTILITY FUND	94,793.58
8020	LOCAL REHAB LOAN	7,800.00
8030	TRUST DEPOSIT	100.00
		<hr/>
		<b>2,156,051.30</b>

Council Approval

\_\_\_\_\_  
Date

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City Manager

Attest

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City Clerk

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Director of Finance and Administrative Services

# CITY OF LAKEWOOD SUMMARY CHECK REGISTER

CHECK DATE	VENDOR NAME	CHECK AMOUNT
08/25/2022	AMAZON.COM LLC	172.27
08/25/2022	ANIMAL PEST MANAGEMENT SERVICES, INC	250.00
08/25/2022	AUTOLIFT SERVICES INC	1,428.28
08/25/2022	JCL TRAFFIC SERVICES	2,558.40
08/25/2022	LA COUNTY DEPT OF PUBLIC WORKS	16,952.94
08/25/2022	NOBLE R.J. COMPANY	1,774,698.32
08/25/2022	ODP BUSINESS SOLUTIONS, LLC	105.35
08/25/2022	PETTY CASH/ EDIANNE RODRIGUEZ	737.27
08/25/2022	ROSS AVIATION INVESTMENT, LLC	3,177.24
08/25/2022	SERVICEWEAR APPAREL INC.	85.76
08/25/2022	SHARP ELECTRONICS CORPORATION	3,280.80
08/25/2022	SITEONE LANDSCAPE SUPPLY, LLC	2,898.07
08/25/2022	THE HITT COMPANIES	22.35
08/25/2022	WECK ANALYTICAL ENVIRONMENTAL SERVICES	2,800.40
08/25/2022	A T & T CORP	307.73
08/25/2022	AIRE RITE A/C & REFRIGERATION INC	5,199.90
08/25/2022	ACCOUNTING PRINCIPALS, INC	1,764.00
08/25/2022	AMAZON CAPITAL SERVICES, INC.	160.83
08/25/2022	AMAZON.COM LLC	197.35
08/25/2022	AMERICAN SANITARY SUPPLY, INC.	1,085.40
08/25/2022	AUTOZONE PARTS INC	29.95
08/25/2022	BEGINNERS EDGE SPORTS TRAINING, LLC	3,265.87
08/25/2022	BERG, APRIL	796.25
08/25/2022	BIG STUDIO INC	1,666.98
08/25/2022	BLUEALLY TECHNOLOGY SOLUTIONS	339.15
08/25/2022	BRENNTAG PACIFIC INC	1,594.43
08/25/2022	BROEKER, CANDACE	19.50
08/25/2022	SEMA, INC.	2,764.11
08/25/2022	CERRITOS, CITY OF	50,346.96
08/25/2022	CHARGEPOINT, INC.	2,312.00
08/25/2022	CINTAS CORPORATION	91.74
08/25/2022	CLAVERIE, COURTNEY DAY	175.50
08/25/2022	CAMERON WELDING SUPPLY	326.91
08/25/2022	COLLINS GROUP, THE	375.95
08/25/2022	COLOR CARD ADMINISTRATOR CORP.	197.35
08/25/2022	CN SCHOOL AND OFFICE SOLUTIONS INC	635.70
08/25/2022	D&J INTERNATIONAL INC	4,382.44
08/25/2022	DE LAGE LANDEN FINANCIAL SERVICES	394.81
08/25/2022	DELL MARKETING LP	9,353.74
08/25/2022	EARLYCHILDHOOD LLC	122.19
08/25/2022	DURHAM SCHOOL SERVICES	7,330.77
08/25/2022	DUTHIE POWER SERVICES INC	689.95
08/25/2022	FRONTIER CALIFORNIA INC.	3,178.94
08/25/2022	GALLS PARENT HOLDINGS, LLC	43.90

# CITY OF LAKEWOOD SUMMARY CHECK REGISTER

CHECK DATE	VENDOR NAME	CHECK AMOUNT
08/25/2022	GONSALVES JOE A & SON	4,526.00
08/25/2022	GRAINGER W W INC	22.43
08/25/2022	HARA M LAWNMOWER CENTER	145.53
08/25/2022	HEATON, KATHRYN	32.50
08/25/2022	HOME DEPOT	1,840.85
08/25/2022	HOSE-MAN THE	103.55
08/25/2022	IMMEDIATE MEDICAL CARE	100.00
08/25/2022	JHM SUPPLY INC	1,087.12
08/25/2022	JOHNSTONE SUPPLY INC	438.87
08/25/2022	JONES RICHARD D. A PROF LAW CORP	2,734.68
08/25/2022	JONES RICHARD D. A PROF LAW CORP	139.05
08/25/2022	KICK IT UP KIDZ, LLC	1,641.25
08/25/2022	LAKEWOOD, CITY OF	100.00
08/25/2022	LANDCARE HOLDINGS INC	7,808.00
08/25/2022	LIEBERT CASSIDY WHITMORE	1,487.50
08/25/2022	LONG BEACH, CITY OF	506.40
08/25/2022	MANAGED HEALTH NETWORK	351.12
08/25/2022	O'REILLY AUTOMOTIVE STORES INC	154.38
08/25/2022	ODP BUSINESS SOLUTIONS, LLC	421.56
08/25/2022	OUTDOOR CREATIONS INC	8,681.62
08/25/2022	DY-JO CORPORATION	600.00
08/25/2022	PATHWAYS VOLUNTEER HOSPICE	708.33
08/25/2022	CHEN, PATRICIA P.C.	3,975.00
08/25/2022	PUREFLOW FILTRATION DIV OF CALIF	1,662.76
08/25/2022	READWRITE EDUCATIONAL SOLUTIONS INC	188.50
08/25/2022	S & J SUPPLY CO	8,246.70
08/25/2022	SAFESHRED	50.00
08/25/2022	SECTRAN SECURITY INC	192.66
08/25/2022	SERVICEWEAR APPAREL INC.	157.84
08/25/2022	SITEONE LANDSCAPE SUPPLY, LLC	2,533.54
08/25/2022	SO CALIF SECURITY CENTERS INC	224.87
08/25/2022	SOUTHERN CALIFORNIA EDISON CO	28,298.01
08/25/2022	SOUTHERN CALIFORNIA EDISON CO	514.69
08/25/2022	SOUTHERN CALIFORNIA GAS CO	4,788.18
08/25/2022	SPICERS PAPER INC	813.97
08/25/2022	STEPHENS, ERIC	886.60
08/25/2022	SU CASA ENDING DOMESTIC VIOLENCE	416.67
08/25/2022	SWANK MOTION PICTURES INC	465.00
08/25/2022	THE RINKS-LAKEWOOD ICE	338.00
08/25/2022	TURF STAR	245.29
08/25/2022	TYLER TECHNOLOGIES MUNIS DIVISION	140,519.74
08/25/2022	UNIFIRST CORPORATION	114.83
08/25/2022	VARSITY BRANDS HOLDING CO INC	612.00
08/25/2022	CELLCO PARTNERSHIP	3,847.82

# CITY OF LAKEWOOD SUMMARY CHECK REGISTER

CHECK DATE	VENDOR NAME	CHECK AMOUNT
08/25/2022	VOORHEES, RONDA	555.75
08/25/2022	WALTERS WHOLESALE ELECTRIC CO	93.07
08/25/2022	WATERLINE TECHNOLOGIES INC	2,690.10
08/25/2022	WAXIE ENTERPRISES INC	707.52
08/25/2022	WELLS C. PIPELINE MATERIALS	965.70
08/25/2022	ALVARADO, JOSEPH	250.00
08/25/2022	B GREEN	7,800.00
08/25/2022	BEMIS, NORMA	15.00
08/25/2022	BEYROOTY, BRIANNA	50.00
08/25/2022	CHOOMNGERN, LESLIE	370.00
08/25/2022	CONCEPCION, SUZETTE	240.00
08/25/2022	GARCIA, KEREN	250.00
08/25/2022	GONZALEZ, GEORGE	100.00
08/25/2022	JOHNSON, SEMAJ	358.00
08/25/2022	JONES, PAUL	50.00
08/25/2022	KELLY-KILGORE, SARAH	100.00
08/25/2022	KHAN, MUHAMMAD	100.00
08/25/2022	KIRESICH, MARIO	100.00
08/25/2022	MACK, JACQUELINE	5.00
08/25/2022	PHAM, CARI	50.00
08/25/2022	SUTRISNOWATI, TREES	100.00
08/25/2022	VINCENT, LOREN	50.00
08/25/2022	WICKHAM, MICHAEL D.	10.00
<b>Total:</b>		<b>2,156,051.30</b>

**CITY OF LAKEWOOD  
SUMMARY ACH/WIRE REGISTER AUGUST 2022**

<b>ACH date</b>	<b>Amount</b>	<b>Recipient</b>	<b>Purpose</b>	<b>Period</b>
8/8/22	\$49.00	LEF	Online Donations	Apr-Jun 2022
8/8/22	\$784.00	Meals on Wheels	Online Donations	Apr-Jun 2022
8/8/22	\$490.00	Project Shepherd	Online Contributions	Apr-Jun 2022
8/10/22	\$111,512.37	IRS via F&M	Payroll - Federal Taxes	July 24-Aug 6, 2022
8/11/22	\$3,460.00	F&A Fed C/U	Payroll - Employee Deposits	July 24-Aug 6, 2022
8/11/22	\$5,850.00	Southland C/U	Payroll - Employee Deposits	July 24-Aug 6, 2022
8/11/22	\$31,333.23	EDD	Payroll - State Taxes	July 24-Aug 6, 2022
8/12/22	\$2,961.70	The Technology Depot	Communications Services 1 of 2	Aug 2022
8/12/22	\$8,336.02	MidAmerica	Retiree Medical Benefit	July 24-Aug 6, 2022
8/12/22	\$13,649.91	VOYA	Payroll -Deferred Compensation	July 24-Aug 6, 2022
8/12/22	\$3,425.00	PARS via U.S. Bank	Payroll - Retirement Plan 1 of 2	July 24-Aug 6, 2022
8/12/22	\$4,629.05	PARS via U.S. Bank	Payroll - Retirement Plan 2 of 2	July 24-Aug 6, 2022
8/12/22	\$29,278.70	VOYA	Payroll - Deferred Compensation	July 24-Aug 6, 2022
8/12/22	\$108,052.88	CalPERS	Employee Medical Premiums	Aug 2022
8/16/22	\$1,563.00	US Dept. of Treasury	FY 21-22 CDBG Interest Earnings	Aug 2022
8/18/22	\$26,818.66	MidAmerica	Retiree Medical Benefit	Aug 2022
8/22/22	\$112,050.36	CalPERS	Payroll - Retirement Plan	July 10-23, 2022
8/24/22	\$111,559.32	IRS via F&M	Payroll - Federal Taxes	Aug 7-20, 2022
8/25/22	\$61,127.55	City Light & Power	Street Lighting Services	Aug 2022
8/25/22	\$3,460.00	F&A Fed C/U	Payroll - Employee Deposits	Aug 7-20, 2022
8/25/22	\$5,850.00	Southland C/U	Payroll - Employee Deposits	Aug 7-20, 2022
8/25/22	\$31,678.77	EDD	Payroll - State Taxes	Aug 7-20, 2022
8/25/22	\$7,013.58	MidAmerica	Retiree Medical Benefit	Aug 7-20, 2022
8/25/22	\$12,195.21	VOYA	Payroll -Deferred Compensation	Aug 7-20, 2022
8/25/22	\$8,109.14	PARS via U.S. Bank	Payroll - Retirement Plan 1 of 1	Aug 7-20, 2022
8/25/22	\$29,278.70	VOYA	Payroll - Deferred Compensation	Aug 7-20, 2022
8/26/22	\$107,279.30	CalPERS	Payroll - Retirement Plan	July 24-Aug 6 2022
8/26/22	\$325.24	The Technology Depot	Communications Services 2 of 2	Aug 2022
8/26/22	\$2,500.00	LEF	Golf Tournament Sponsorship	Aug 2022
8/26/22	\$1,980.00	LCEA	Employee Paid Dues	Aug 2022

Council Approval

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Date

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City Manager

Attest:

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City Clerk

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Director of Finance & Administrative Services

**CITY OF LAKEWOOD  
FUND SUMMARY 09/01/22**

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

1010	GENERAL FUND	303,345.44
1020	CABLE TV	9,225.78
1025	AMERICAN RESCUE PLAN	56,543.87
1030	CDBG CURRENT YEAR	17.42
1050	COMMUNITY FACILITY	1,663.01
1623	LA CNTY MEASURE W	15,531.25
3070	PROPOSITION "C"	401.40
5010	GRAPHICS AND COPY CENTER	227.06
5020	CENTRAL STORES	8,038.98
5030	FLEET MAINTENANCE	37,759.80
7500	WATER UTILITY FUND	17,830.06
8020	LOCAL REHAB LOAN	5,340.00
8030	TRUST DEPOSIT	2,392.50
		<hr/>
		<b>458,316.57</b>

Council Approval

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Manager

Attest

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

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Director of Finance and Administrative Services

# CITY OF LAKEWOOD SUMMARY CHECK REGISTER

CHECK DATE	VENDOR NAME	CHECK AMOUNT
08/31/2022	FEDERAL EXPRESS CORP	190.75
08/31/2022	HUNTER, JOHN L & ASSOCIATES	17,823.75
08/31/2022	LAGERLOF, LLP	360.00
08/31/2022	LIEBERT CASSIDY WHITMORE	8,109.00
08/31/2022	LA COUNTY DEPT OF PUBLIC WORKS	12,894.60
08/31/2022	LA COUNTY DEPT OF PUBLIC WORKS	50,475.92
08/31/2022	MUNI SERVICES LLC	1,138.00
08/31/2022	ODP BUSINESS SOLUTIONS, LLC	140.37
08/31/2022	PACIFIC BH & S SERVICES INC	864.00
08/31/2022	S & J SUPPLY CO	1,356.21
08/31/2022	SHARP ELECTRONICS CORPORATION	227.06
08/31/2022	SITEONE LANDSCAPE SUPPLY, LLC	4,212.96
08/31/2022	U S BANK NATIONAL ASSOCIATION	3,433.73
08/31/2022	USA BLUE BOOK, A DIVISION OF	563.89
08/31/2022	WORLDWIDE RECOVERY SYSTEMS, INC.	4,549.40
09/01/2022	AEF SYSTEMS CONSULTING, INC.	4,531.25
09/01/2022	AIRE RITE A/C & REFRIGERATION INC	639.19
09/01/2022	ACCOUNTING PRINCIPALS, INC	756.00
09/01/2022	MNRO HOLDINGS, LLC	202.69
09/01/2022	ALLIED REFRIGERATION INC	105.73
09/01/2022	AMAZON CAPITAL SERVICES, INC.	152.10
09/01/2022	AMAZON.COM LLC	561.81
09/01/2022	BIG STUDIO INC	1,065.46
09/01/2022	BREA, CITY OF	38,837.50
09/01/2022	CALIFORNIA STATE DEPT OF JUSTICE	202.00
09/01/2022	CDW LLC	3,495.36
09/01/2022	CINTAS CORPORATION	68.03
09/01/2022	CLEANCOR HOLDINGS LLC DBA CLEANCOR LNG	465.00
09/01/2022	BRAGG INVESTMENT COMPANY, INC.	685.49
09/01/2022	COCHICO, WILFRED Z	31.98
09/01/2022	COMMERCIAL TRANSPORTATION SERVICES	185.00
09/01/2022	CORELOGIC, INC.	52.25
09/01/2022	DANIEL'S TIRE SERVICE INC	3,079.39
09/01/2022	DURHAM SCHOOL SERVICES	2,994.56
09/01/2022	EDCO WASTE SERVICES LLC	9,525.09
09/01/2022	FILE KEEPERS, LLC	45.80
09/01/2022	GARVEY, BRIAN	195.00
09/01/2022	HARA M LAWNMOWER CENTER	1,665.49
09/01/2022	HASS, BARBARA	877.50
09/01/2022	HENRY E. HUNTINGTON LIBRARY & ART GALLERY	2,106.00
09/01/2022	HOME DEPOT	2,564.71
09/01/2022	JHM SUPPLY INC	643.38
09/01/2022	KICK IT UP KIDZ, LLC	1,158.95
09/01/2022	KUSTOM SIGNALS INC.	45,605.92

# CITY OF LAKEWOOD SUMMARY CHECK REGISTER

CHECK DATE	VENDOR NAME	CHECK AMOUNT
09/01/2022	LAKEWOOD, CITY OF	100.00
09/01/2022	LANCE, STEVEN JOSEPH	260.00
09/01/2022	LANDCARE HOLDINGS INC	507.52
09/01/2022	LANDSCAPE STRUCTURES INC	2,739.97
09/01/2022	LIEBERT CASSIDY WHITMORE	7,461.50
09/01/2022	LOS ANGELES CO FIRE DEPT	5,558.00
09/01/2022	LOUD PRINT LLC	1,375.16
09/01/2022	MAGIC JUMP RENTALS INC	1,239.80
09/01/2022	MATHESON TRI-GAS, INC.	592.09
09/01/2022	MC ENROE, BARBARA	499.20
09/01/2022	MILLER DON & SONS	417.37
09/01/2022	MINI COACH INC	2,767.25
09/01/2022	MMASC	90.00
09/01/2022	NESTLE WATERS NORTH AMERICA	162.52
09/01/2022	O'REILLY AUTOMOTIVE STORES INC	946.37
09/01/2022	ODP BUSINESS SOLUTIONS, LLC	78.28
09/01/2022	OFFUTT COMPANIES INC.	19.49
09/01/2022	ORANGE COUNTY TANK TESTING INC	1,084.00
09/01/2022	PACIFIC EH & S SERVICES INC	432.00
09/01/2022	US BANCORP ASSET MANAGEMENT, INC.	3,102.64
09/01/2022	PRES-TECH MANUFACTURER'S	1,957.50
09/01/2022	RAYVERN LIGHTING SUPPLY CO INC	298.80
09/01/2022	READWRITE EDUCATIONAL SOLUTIONS INC	718.90
09/01/2022	S C P L R C	350.00
09/01/2022	SANCHEZ, EUGENE	270.00
09/01/2022	BARRY SANDLER ENTERPRISES	150.83
09/01/2022	SOUTHERN COUNTIES OIL CO	22,191.97
09/01/2022	SITEONE LANDSCAPE SUPPLY, LLC	957.19
09/01/2022	SKILL SURVEY, INC.	250.00
09/01/2022	SMART & FINAL INC	61.34
09/01/2022	SNAP-ON INDUSTRIAL	4,580.09
09/01/2022	SO CALIF SECURITY CENTERS INC	36.70
09/01/2022	SOLID SURFACE CARE, INC.	918.75
09/01/2022	SPASEFF TED C	200.00
09/01/2022	CHARTER COMMUNICATIONS HOLDINGS, LLC	4,448.44
09/01/2022	STAPLES, INC.	214.55
09/01/2022	T2 SYSTEMS INC	25,829.85
09/01/2022	THE HITT COMPANIES	8.69
09/01/2022	THE RINKS-LAKEWOOD ICE	211.25
09/01/2022	TORRES LOPEZ JAVIER	268.00
09/01/2022	TURF STAR	962.49
09/01/2022	U S BANK NATIONAL ASSOCIATION	46,785.66
09/01/2022	UNDERGROUND SERVICE ALERT	221.75
09/01/2022	UNITED WATER WORKS INC	1,053.19

# CITY OF LAKEWOOD

## SUMMARY CHECK REGISTER

CHECK DATE	VENDOR NAME	CHECK AMOUNT
09/01/2022	VERITIV OPERATING COMPANY	172.55
09/01/2022	WALTERS WHOLESALE ELECTRIC CO	276.44
09/01/2022	WATERLINE TECHNOLOGIES INC	18,952.28
09/01/2022	WAXIE ENTERPRISES INC	2,901.52
09/01/2022	COMPREHENSIVE PRINT GROUP LLC	6,576.41
09/01/2022	WESTERN WATER WORKS SUPPLY CO	173.81
09/01/2022	ADAMS PEST & TERMITE CONTROL	1,405.00
09/01/2022	BEAULIEU, FRANCIS	50.00
09/01/2022	BERGNER, NATHANIEL	50.00
09/01/2022	CHAVEZ, ESTHER	250.00
09/01/2022	CHOOMNGERN, LESLIE ANNE	50.00
09/01/2022	DALTON, WILLIAM	100.00
09/01/2022	DOUGAN, CHERIE	100.00
09/01/2022	DUNBAR, CHRISTY	50.00
09/01/2022	GANT, BRIANNA	250.00
09/01/2022	GARCIA, LISA	50.00
09/01/2022	GARCIA, MERCEDES	50.00
09/01/2022	GUTIERREZ, JUAN	50.00
09/01/2022	HANMER, HAROLD	100.00
09/01/2022	HOWZE, MARK	50.00
09/01/2022	JAMISON, LORENDA	6.00
09/01/2022	JOHNSTON, RONALD	100.00
09/01/2022	McCLELLAN, DEBORAH	100.00
09/01/2022	McLURG LISSA	50.00
09/01/2022	MERINO, AMANDA	100.00
09/01/2022	NEGRON, CANDY	100.00
09/01/2022	NGUYEN, CARLY	100.00
09/01/2022	OBAL, EMMA	50.00
09/01/2022	POWER PRO PLUMBING	89.10
09/01/2022	REED, CHRISTIE	50.00
09/01/2022	ROBBERS, JESSE	100.00
09/01/2022	SAIKI, KYLE	100.00
09/01/2022	SAUCEDO, CYNTHIA	50.00
09/01/2022	SILVANO, MAUREEN	50.00
09/01/2022	SMUTS, SAMUEL	50.00
09/01/2022	SOURINTHONE, PHOUPHETH	50.00
09/01/2022	WESTERN HEATING, A/C & PLUMBING	3,935.00
08/31/2022	LOS ANGELES CO/DEPT PW BLDG SVCS	50,361.09
Total:		458,316.57

**CITY OF LAKEWOOD  
FUND SUMMARY 09/08/22**

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

1010	GENERAL FUND	82,896.76
1050	COMMUNITY FACILITY	461.00
1630	USED OIL GRANT	5,619.84
5010	GRAPHICS AND COPY CENTER	1,166.67
5020	CENTRAL STORES	2,227.09
5030	FLEET MAINTENANCE	4,411.73
7500	WATER UTILITY FUND	27,312.14
8030	TRUST DEPOSIT	660.00
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		<b>124,755.23</b>

Council Approval

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Date

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City Manager

Attest

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City Clerk

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Director of Finance and Administrative Services

# CITY OF LAKEWOOD SUMMARY CHECK REGISTER

CHECK DATE	VENDOR NAME	CHECK AMOUNT
09/08/2022	A T & T CORP	330.41
09/08/2022	SHAKER NERMINE	1,925.00
09/08/2022	AIRE RITE A/C & REFRIGERATION INC	994.42
09/08/2022	ALAN'S LAWN AND GARDEN CENTER, INC.	529.19
09/08/2022	ALESHIRE & WYNDER LLP	1,652.50
09/08/2022	MNRO HOLDINGS, LLC	1,489.57
09/08/2022	ALLEN, JOHNNY	267.15
09/08/2022	AMAZON CAPITAL SERVICES, INC.	509.25
09/08/2022	ANICETO, SANDRA	702.00
09/08/2022	ATALLA, IBRAHIM	370.50
09/08/2022	N. HARRIS COMPUTER CORPORATION	31,852.73
09/08/2022	BAY AREA DRIVING SCHOOL, INC.	52.00
09/08/2022	CAL-RECYCLE	5,619.84
09/08/2022	CINTAS CORPORATION	4.23
09/08/2022	COLOR CARD ADMINISTRATOR CORP.	78.30
09/08/2022	DE LAGE LANDEN FINANCIAL SERVICES	394.81
09/08/2022	DELTA DENTAL INSURANCE COMPANY	1,017.94
09/08/2022	DELTA DENTAL OF CALIFORNIA	6,858.96
09/08/2022	DIRECTV INC	35.00
09/08/2022	DOSSIER SYSTEMS, INC.	1,568.15
09/08/2022	GANAHL LUMBER COMPANY	232.85
09/08/2022	GROH, MARK LEE	200.00
09/08/2022	HOME DEPOT	773.24
09/08/2022	KICK IT UP KIDZ, LLC	1,142.70
09/08/2022	KIM, YVONNE	448.00
09/08/2022	LAKEWOOD, CITY OF	100.00
09/08/2022	LANDCARE HOLDINGS INC	8,315.52
09/08/2022	LIFTECH ELEVATOR SERVICES INC	852.00
09/08/2022	MALLORY SAFETY AND SUPPLY LLC	196.00
09/08/2022	MIRACLE RECREATION EQUIPMENT COMPANY, INC.	663.07
09/08/2022	NADA, HIROSHI	2,050.00
09/08/2022	NATIONAL UNION FIRE INSURANCE CO	444.55
09/08/2022	O'REILLY AUTOMOTIVE STORES INC	789.43
09/08/2022	ODP BUSINESS SOLUTIONS, LLC	44.53
09/08/2022	PHAIRAS, MATT	2,200.00
09/08/2022	MARTINEZ-RADZIUK, SONYA	560.00
09/08/2022	RAYVERN LIGHTING SUPPLY CO INC	542.10
09/08/2022	SERVICEWEAR APPAREL INC.	47.19
09/08/2022	SO CALIF SECURITY CENTERS INC	13.14
09/08/2022	SOUTHERN CALIFORNIA EDISON CO	33,072.27
09/08/2022	SPICERS PAPER INC	771.86
09/08/2022	STANDARD INSURANCE CO UNIT 22	1,535.10
09/08/2022	STAPLES, INC.	754.10
09/08/2022	THE HITT COMPANIES	73.59

# CITY OF LAKEWOOD SUMMARY CHECK REGISTER

CHECK DATE	VENDOR NAME	CHECK AMOUNT
09/08/2022	TRANSAMERICA LIFE INSURANCE COMPANY	1,116.13
09/08/2022	UNDERGROUND SERVICE ALERT	263.75
09/08/2022	UNIFIRST CORPORATION	36.55
09/08/2022	VERITIV OPERATING COMPANY	72.24
09/08/2022	CELLCO PARTNERSHIP	1,641.98
09/08/2022	VISION SERVICE PLAN	4,109.49
09/08/2022	WATANABE, BRYCE	988.00
09/08/2022	WATERLINE TECHNOLOGIES INC	1,783.73
09/08/2022	WAXIE ENTERPRISES INC	796.13
09/08/2022	AUGUST, STEVEN	111.00
09/08/2022	BARNES, JENNIFER MICHELLE	37.00
09/08/2022	BARRERA, MARIA	250.00
09/08/2022	BECKHAM, RACHEL	74.00
09/08/2022	CHAVEZ, BLANCA	250.00
09/08/2022	DE JOYA, JOHN	250.00
09/08/2022	ESPINOZA, STEPHANIE	250.00
09/08/2022	FIGUEROA, ROMAN E.	37.00
09/08/2022	FLETCHER, KARISA	250.00
09/08/2022	FLORES, CHRIS	37.00
09/08/2022	HILL, TAYLOR	37.00
09/08/2022	TRUJANO ROOFING	291.04
	<b>Total:</b>	<b>124,755.23</b>

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

**COUNCIL AGENDA**  
September 13, 2022

**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: Water Resources, Public Safety, and Capital Improvement Projects Committees.

**STATEMENT OF FACT**

**On July 25, 2022, the Water Resources Committee met and discussed:**

Well 28

Construction has been completed. It is anticipated that the Issuance of Permit will be received within the next two months.

Plant 13A

A preconstruction meeting was scheduled with the contractor for Phase 2 construction. A Notice-to-Proceed will be issued after contractor confirms schedule of materials and equipment delivery.

Water Supply Update and Water Rights Update

For the month of June, there was a 7.3% decrease in water demand compared to June 2020.

Water Rights Lease Agreement with Golden State Water

A water rights lease of 1,840 AF to Golden State Water Company was approved for FY 21-22

Utility Billing and Customer Service – Monthly Update

A conservation and drought information letter was recently mailed to Lakewood residents. Staff is working with WaterSmart to mail leak alert postcards to residents who are not enrolled for online alerts.

Other Communication

A secondary water source to irrigate Bloomfield Park is being explored. Meanwhile, the city will continue to use Well 6 to irrigate Bloomfield Park until it becomes inoperable.

**On August 2, 2022, the Public Safety Committee met and discussed:**

Follow-up Items

Staff introduced Deputy District Attorney Kelli Tatum to the Committee. Kelli described her dynamic roles and experiences in a variety of issues working alongside the Sheriff's Department.

Staff also provided research updates on the concept of credentialing retired officers as supplemental law enforcement employees.

#### Public Outreach

The promotion of programs and details regarding the new street racing ordinance were publicized via electronic platforms to reach the community.

#### Year-to-Date Crime Trends Analysis

As requested by the Committee in a previous meeting, Joshua Yordt provided an in-depth crime analysis report of crimes that had a significant increase year-to-date. Sheriff's Department elaborated as needed. Crime prevention efforts were mentioned.

#### Miscellaneous

Chairman Rogers suggested for private security patrols to reduce cruising speeds while patrolling during night-time hours.

#### **On August 16, 2022, the Water Resources Committee met and discussed:**

##### Well 28

Construction has been completed. City is waiting for Division of Drinking Water to issue permit to operate.

##### Plant 13A

City held a pre-construction meeting with the Phase 2 contractor and reported a delay in lead-time for materials and equipment. The Notice-to-Proceed will be issued once the contractor confirms delivery of the approved materials and equipment.

#### Upcoming Rehab Projects

Updates were provided on Well 27 treatment bypass; Well 18 rehabilitation; Wells 4 and 18 hydropneumatic tanks removal; Plant 4 booster 5-pump motor replacement, and repair of tanks 1 and 2.

#### Water Supply and Water Rights Update

- Potable water demand decreased by 16.30% and recycled water demand decreased by 8.38% in comparison to last year and a 6.47% decrease in the same period using the State mandated 2020 data comparison.
- Staff continues to pursue water rights lease agreement with neighboring cities and purveyors.

#### Utility Billing and Customer Service – Monthly Update

A report can be generated weekly of irrigators based on a pattern of high water usage. The report can be generated to send reminders to customers of the current drought restrictions and assist in enforcement as necessary. A printed leak alert can now be mailed to residents who are not enrolled online or through text for leak alerts.

**On August 17, 2022, the Capital Improvement Plan Committee met and discussed:**

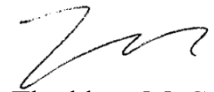
An update was given on the projects currently underway. San Martin Park project; Rynerson Park picnic shelter improvements; Weingart Senior Center improvements, electrical, HVAC, and roof improvements; City Hall and The Centre generator modernization; Mayfair Park Water Capture Project, CD/PW counter and shared space improvements, City Hall modular building update, Rynerson Park bridge repairs, and The Centre lighting and ceiling improvements.

Staff obtained a proposal from Dahlin Group for architectural services for the Palms Community Center renovation for \$713,900. The total project budget is estimated to be \$7.8 million. The scope of work includes the addition of ADA restrooms, accessible path of travel, ADA accessibility for the storefront, new flooring and ceilings, asbestos abatement, new roof, new HVAC system including new ducting, electrical infrastructure improvements including a new main switch gear, new lighting, replacement of the damaged wood siding, mitigation of the bee infestation, replacement of all exterior doors, renovation of the kitchen to a catering kitchen, skylight replacement, as well as office, storage and assembly room improvements.

Staff gave a presentation on an option for a renewable energy project, based on a project that the City of Downey recently completed. The project was funded through a Power Purchase Agreement (PPA), where the developer builds, owns, and maintains the system, and the city purchases power from the developer with no upfront costs.

**RECOMMENDATION**

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



Thaddeus McCormack  
City Manager

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

## **COUNCIL AGENDA**

September 13, 2022

**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 Chase attended the Women in Municipal Government Summer Conference from August 10-12, 2022. Ms. Chase participated in sessions that covered the following topics: disaster preparedness, connecting women leaders, empowering girls for future success, early childhood development opportunities, and women and girls empowerment in communities.

### **RECOMMENDATION**

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 13, 2022

**TO:** The Honorable Mayor and City Council**SUBJECT:** Monthly Report of Investment Transactions – July 2022**INTRODUCTION**

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

**STATEMENT OF MONTHLY ACTIVITY**

Date	Amount at Cost	Investment	Transaction	Rate*
01-Jul-22	\$3,367.30	CAMP	Interest	1.640%
01-Jul-22	3,034.90	FNMA	Interest	1.958%
01-Jul-22	1,666.85	FNMA	Interest	1.258%
01-Jul-22	836.63	FNMA	Interest	1.455%
01-Jul-22	7.62	TREAS	Interest	0.750%
05-Jul-22	455.00	CORP	Interest	0.700%
06-Jul-22	95,394.69	CORP	Purchase	2.150%
06-Jul-22	91,797.08	CORP	Purchase	2.500%
06-Jul-22	404,506.52	TREAS	Purchase	1.500%
06-Jul-22	416,183.13	TREAS	Purchase	2.375%
06-Jul-22	264,058.35	SUPRA	Sell	0.125%
06-Jul-22	587,339.68	TREAS	Sell	0.125%
06-Jul-22	148,306.06	TREAS	Sell	1.250%
08-Jul-22	1,372.50	CORP	Interest	3.050%
11-Jul-22	1,300,000.00	LAIF	Sell	0.750%
11-Jul-22	811.99	CORP	Interest	1.700%
15-Jul-22	105,690.74	LAIF	Purchase	0.750%
15-Jul-22	359.67	ABS	Interest	3.320%
15-Jul-22	54.17	ABS	Interest	0.520%
15-Jul-22	833.38	ABS	Interest	3.390%

Monthly Investment Transactions  
September 13, 2022  
Page 2

Date	Amount at Cost	Investment	Transaction	Rate*
15-Jul-22	106.33	ABS	Interest	0.580%
15-Jul-22	17.18	ABS	Interest	0.550%
15-Jul-22	34.46	ABS	Interest	0.440%
15-Jul-22	25.33	ABS	Interest	0.380%
15-Jul-22	23.67	ABS	Interest	0.430%
15-Jul-22	112.29	ABS	Interest	0.550%
15-Jul-22	17.00	ABS	Interest	0.340%
15-Jul-22	1,597.50	CORP	Interest	3.550%
15-Jul-22	1,343.06	CORP	Interest	1.950%
15-Jul-22	28.97	ABS	Interest	0.400%
15-Jul-22	247.00	ABS	Interest	1.040%
15-Jul-22	39.58	ABS	Interest	0.500%
15-Jul-22	11,082.99	ABS	Paydown	0.430%
15-Jul-22	5530.4	ABS	Paydown	0.500%
15-Jul-22	7645.01	ABS	Paydown	0.440%
15-Jul-22	322.75	ABS	Paydown	0.340%
15-Jul-22	10,359.92	ABS	Paydown	0.400%
15-Jul-22	3,914.79	ABS	Paydown	0.550%
18-Jul-22	42.49	ABS	Interest	0.370%
18-Jul-22	9,840.76	ABS	Paydown	0.370%
20-Jul-22	4,500,000.00	LAIF	Sell	0.750%
20-Jul-22	264,993.75	ABS	Purchase	3.970%
20-Jul-22	18.75	ABS	Interest	0.500%
20-Jul-22	56.67	ABS	Interest	0.340%
20-Jul-22	16.54	ABS	Interest	0.450%
20-Jul-22	78.33	ABS	Interest	0.470%
20-Jul-22	11,003.46	ABS	Paydown	0.450%
20-Jul-22	172,711.85	TREAS	Sell	1.250%
21-Jul-22	412.50	FNMA	Interest	0.375%
22-Jul-22	6,703.13	CORP	Interest	4.125%
23-Jul-22	3,062.50	CORP	Interest	3.500%
25-Jul-22	13.53	FNMA	Interest	3.203%
25-Jul-22	22.93	ABS	Interest	0.290%
25-Jul-22	383.53	CORP	Interest	0.529%
25-Jul-22	17.59	ABS	Interest	0.480%
25-Jul-22	14.39	FNMA	Paydown	3.203%
25-Jul-22	10,629.59	ABS	Paydown	0.290%

Date	Amount at Cost	Investment	Transaction	Rate*
25-Jul-22	4,177.76	ABS	Paydown	0.480%
26-Jul-22	30,000.00	CORP	Purchase	4.414%
28-Jul-22	2,000,000.00	LAIF	Purchase	0.750%
28-Jul-22	125,000.00	CORP	Purchase	4.260%
28-Jul-22	123,605.85	TREAS	Sell	1.375%
30-Jul-22	3,600.00	CORP	Interest	2.400%
31-Jul-22	4,500.00	TREAS	Interest	1.500%
31-Jul-22	2,187.50	TREAS	Interest	1.750%
31-Jul-22	3,093.75	TREAS	Interest	1.375%
31-Jul-22	1,406.25	TREAS	Interest	0.375%
03-Aug-22	104,895.00	CORP	Purchase	3.950%

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

## INVESTMENT GLOSSARY

### ABS (Asset-Backed Securities)

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

### AGENCY (U.S. Government Agency Issues)

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

### BOND (Municipal Bonds or Note)

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

### CAMP (California Asset Management Program)

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

**CD (Certificate of Deposit)**

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

**COM (Commercial Paper)**

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

**CORP (Corporate Notes)**

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

**FNMA (Federal National Mortgage Association)**

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

**LAIF (Local Agency Investment Fund, State of California)**

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

**MMF (Money Market Fund)**

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

**SUPRA (Supra-National Agency Bonds or Notes)**

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

**TREAS (U.S. Treasury Notes)**

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

**RECOMMENDATION**

It is recommended that the City Council receive and file the Monthly Report of Investment Transactions rendered for the month of July 2022.

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. 2022-62

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

THE CITY COUNCIL OF THE CITY OF LAKEWOOD DOES HEREBY FIND,  
DETERMINE AND RESOLVE AS FOLLOWS:

SECTION 1. Pursuant to the recommendations of the City Clerk and approval of the  
City Attorney and Administration Department Head, the City Clerk is hereby authorized to  
destroy the following public records:

Report of Lobbyist Employer Dated Through December 2019

State Legislation Faxes and Correspondence; Service Request Correspondence  
Dated Prior to June 30, 2020

SECTION 2. The City Council hereby finds and determines that the aforementioned  
public records are more than two years old and no longer required to be kept and maintained as  
public records.

SECTION 3. The City Clerk is directed to cause said record to be destroyed in  
accordance with the terms and provisions of Section 34090 of the Government Code of the State  
of California.

ADOPTED AND APPROVED THIS 13TH DAY OF SEPTEMBER, 2022.

\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED BY DEPARTMENT HEAD

I, Paolo Beltran, do hereby certify that I am the duly appointed Deputy City Manager and that the aforementioned records of the City of Lakewood are more than two years of age, and the further maintenance of the same is no longer necessary or required. I recommend that said records be destroyed.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Deputy City Manager

APPROVAL BY CITY ATTORNEY

I do hereby certify that I am the duly appointed City Attorney of the City of Lakewood and that the aforementioned records are not required to be kept by statute or law and may be destroyed if more than two years of age, provided destruction thereof has been approved by the Department Head and the City Council.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
City Attorney

RESOLUTION NO. 2022-63

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

THE CITY COUNCIL OF THE CITY OF LAKEWOOD DOES HEREBY FIND, DETERMINE AND  
RESOLVE AS FOLLOWS:

SECTION 1. Pursuant to the recommendation of the City Clerk and approval of the City Attorney and Department Head, the Director of Administrative Services is hereby authorized to destroy the following public records:

	through June 30
Notices of vehicles towed	2019
Closed Law suits / small claims	2020
Closed Subpoenas	2020
Closed Transmittals to the hearing officer/court	2020
Citations	2017
Dismissals	2017
Parking control – data	2017
Superseded Bail Schedule	2016
Utility billing - data and reports	2015
Utility rates	2015
Meter reading report	2015
Utility rebate report	2015
Utility service orders	2015
Connection/disconnects/registers/service	2015
Solid waste collection/disposal reports	2015
Closed liens / collections / small claims	2015
Utility customer records	2015
Building maintenance / leases	2015
Administrative Citations	2014
Bingo license	2014
Secondhand dealer license (pawn broker)	2014
Special event and other permits	2014
General billing records	2014
DUI billings	2014
Damage to city property	2014

Inactive business licenses	2015
TOT exemption certificates	2014
1099 forms	2014
Checks	2014
Canceled checks	2014
Invoices	2014
Cash Disbursement Reports	2014
Contracts	2014
Purchase orders	2015
Stores / inventory documentation	2015
Terminated contracts & agreements (no capital)	2015
Time cards	2014
W2s	2015
Salary records	2014
PERS reports	2014
Deferred comp reports	2014
Federal & state tax	2014
Payroll register	2014
General Ledger	2012
Bank registers	2014
Bank statements	2014
Daily cash receipts	2014
Bank reconciliations	2014
Audit work papers	2019
Audit hearing or review	2019
Grants - non-governmental	2014
Grants - federal, state and other governmental	2014
Surplus property auction or other disposal	2017

SECTION 2. The City Council hereby finds and determines that the aforementioned public records are more than two years old and no longer required to be kept and maintained as a public record.

SECTION 3. The City Clerk is directed to cause said records to be destroyed in accordance with the terms and provisions of Section 34090 of the Government Code of the State of California.

ADOPTED AND APPROVED THIS 13TH DAY OF SEPTEMBER, 2022.

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Mayor

ATTEST:

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City Clerk

APPROVED BY DEPARTMENT HEAD

I, Jose Gomez, do hereby certify that I am the duly appointed Department Director of the Finance and Administrative Services Department and that the aforementioned records of the City of Lakewood are more than two years of age, and the further maintenance of the same is no longer necessary or required. I recommend that said records be destroyed.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Department Director

APPROVAL BY CITY ATTORNEY

I do hereby certify that I am the duly appointed City Attorney of the City of Lakewood and that the aforementioned records are not required to be kept by statute or law and may be destroyed if more than two years of age, provided destruction thereof has been approved by the Department Head and the City Council.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
City Attorney

RESOLUTION NO. 2022-64

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

THE CITY COUNCIL OF THE CITY OF LAKEWOOD DOES HEREBY FIND, DETERMINE AND  
RESOLVE AS FOLLOWS:

SECTION 1. Pursuant to the recommendation of the City Clerk and approval of the City Attorney  
and Department Head, the City Clerk is hereby authorized to destroy the following public records:

Audio Recordings of Meetings of the City Council Dated Prior to June 30, 2020

Claims for Damages Filed Against the City of Lakewood Closed Prior to June 30, 2017

Litigation Files Closed Prior to June 30, 2017

Statements of Economic Interest of City Officers and Employees  
Filing Period Dated Prior to January 1, 2015

Notices of Adjournment and Affidavits of Posting for Meetings of the City Council  
Dated Prior to December 31, 2012

Applicant Forms and Petitions for Street Closures Approved Prior to June 30, 2020

Unsuccessful Bids for Public Works Projects Completed Prior to June 30, 2020

Unsuccessful Bids for Purchasing Bids Awarded Prior to June 30, 2020

Unsuccessful Bids for Requests for Proposals Submitted Prior to June 30, 2020

Public Records Acts Requests Dated Prior to June 30, 2020

Original Campaign Disclosure Forms of Unsuccessful Candidates for  
City Council Elections Prior to June 30, 2012

Delinquent Garbage, Waste and Refuse Collection Hearing Notices and Reports  
Dated Through June 30, 2020

Undeliverable Public Hearing Notices Dated Through June 30, 2019

Parade Applications Approved Prior to June 30, 2009

SECTION 2. The City Council hereby finds and determines that the aforementioned public records  
are more than two years old and no longer required to be kept and maintained as a public record.

SECTION 3. The City Clerk is directed to cause said records to be destroyed in accordance with the terms and provisions of Section 34090 of the Government Code of the State of California.

ADOPTED AND APPROVED THIS 24TH DAY OF AUGUST, 2022.

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Mayor

ATTEST:

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City Clerk

APPROVED BY CITY CLERK

I, Jo Mayberry, do hereby certify that I am the duly appointed City Clerk and that the aforementioned records of the City of Lakewood are more than two years of age, and the further maintenance of the same is no longer necessary or required. I recommend that said records be destroyed.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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

APPROVAL BY CITY ATTORNEY

I do hereby certify that I am the duly appointed City Attorney of the City of Lakewood and that the aforementioned records are not required to be kept by statute or law and may be destroyed if more than two years of age, provided destruction thereof has been approved by the Department Head and the City Council.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
City Attorney

RESOLUTION NO. 2022-65

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

THE CITY COUNCIL OF THE CITY OF LAKEWOOD DOES HEREBY FIND, DETERMINE AND  
RESOLVE AS FOLLOWS:

SECTION 1. Pursuant to the recommendation of the City Clerk and approval of the City Attorney  
and the Department Head, the City Clerk is hereby authorized to destroy the following public records:

Closed Paid Back Loan Files Dated Prior to July 1, 2017

Closed/Cancelled Applications for Loans or Grants Dated Prior to July 1, 2017

Community Development Block Grant Program Files Closed Prior to June 30, 2017

Audio Recordings of Meetings of the Planning and Environment Commission  
Dated Prior to June 30, 2020

SECTION 2. The City Council hereby finds and determines that the aforementioned public records  
have been retained more than three (3) years from the date the loan has been paid back and the file closed,  
and the same are no longer required to be kept and maintained as public records.

SECTION 3. The City Clerk is directed to cause said records to be destroyed in accordance with  
the terms and provisions of Section 34090 of the Government Code of the State of California and the Code  
of Federal Regulations, Title 24 Section 570.490 Housing and Urban Development record retention.

ADOPTED AND APPROVED THIS 13TH DAY OF SEPTEMBER, 2022.

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Mayor

ATTEST:

---

City Clerk

APPROVED BY DEPARTMENT HEAD

I, Abel Avalos, do hereby certify that I am the Director of the Community Development Department and that the aforementioned records of the City of Lakewood are more than two years of age, and the further maintenance of the same is no longer necessary or required. I recommend that said records be destroyed.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Department Director

APPROVAL BY CITY ATTORNEY

I do hereby certify that I am the duly appointed City Attorney of the City of Lakewood and that the aforementioned records are not required to be kept by statute or law and may be destroyed if more than two years of age, provided destruction thereof has been approved by the Department Head and the City Council.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
City Attorney

RESOLUTION NO. 2022-66

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

THE CITY COUNCIL OF THE CITY OF LAKEWOOD DOES HEREBY FIND, DETERMINE AND  
RESOLVE AS FOLLOWS:

SECTION 1. Pursuant to the recommendation of the City Clerk and approval of the City Attorney  
and Department Head, the City Clerk is hereby authorized to destroy the following public records:

Personnel Files of Terminated Seasonal & Part-time Employees Dated Prior to June 30, 2017

Eligibility and Hiring Lists for Positions Filled Prior to June 30, 2020

Overtime and Leave Request Forms\* Dated Prior to July 1, 2015

\*excepting injury/illness related forms

Industrial Accident Reports Dated Prior to 1989

SECTION 2. The City Council hereby finds and determines that the aforementioned public records  
are more than two years old and no longer required to be kept and maintained as a public record.

SECTION 3. The City Clerk is directed to cause said records to be destroyed in accordance with  
the terms and provisions of Section 34090 of the Government Code of the State of California.

ADOPTED AND APPROVED THIS 13TH DAY OF SEPTEMBER, 2022.

\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED BY DEPARTMENT HEAD

I, Thaddeus McCormack, do hereby certify that I am the duly appointed City Manager and that the aforementioned records of the City of Lakewood are more than two years of age, and the further maintenance of the same is no longer necessary or required. I recommend that said records be destroyed.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
City Manager

APPROVAL BY CITY ATTORNEY

I do hereby certify that I am the duly appointed City Attorney of the City of Lakewood and that the aforementioned records are not required to be kept by statute or law and may be destroyed if more than two years of age, provided destruction thereof has been approved by the Department Head and the City Council.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
City Attorney

RESOLUTION NO. 2022-67

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

THE CITY COUNCIL OF THE CITY OF LAKEWOOD DOES HEREBY FIND, DETERMINE  
AND RESOLVE AS FOLLOWS:

SECTION 1. Pursuant to the recommendation of the City Clerk and approval of the City Attorney and Department Head, the City Clerk is hereby authorized to destroy the following public records:

Sheriff's Department Crime Summary Reports; Sky Knight Observer Summary Reports;  
and General Correspondence Dated Prior to June 30, 2020

Sky Knight Flight Hours Reports, Monthly Reports for Participating Cities and Operating  
Procedures Dated Prior to June 30, 2020

Los Angeles Regional Crime Information System (PARCIS) Grant Materials Audited Prior to  
June 30, 2019

Live Scan Applications Dated Prior to July 2020

SECTION 2. The City Council hereby finds and determines that the aforementioned public records are more than two years old and no longer required to be kept and maintained as a public record.

SECTION 3. The City Clerk is directed to cause said records to be destroyed in accordance with the terms and provisions of Section 34090 of the Government Code of the State of California.

ADOPTED AND APPROVED THIS 13TH DAY OF SEPTEMBER, 2022.

---

Mayor

ATTEST:

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City Clerk

APPROVED BY DEPARTMENT HEAD

I, Joshua Yordt, do hereby certify that I am the duly appointed Department Director of the Public Safety Department and that the aforementioned records of the City of Lakewood are more than two years of age, and the further maintenance of the same is no longer necessary or required. I recommend that said records be destroyed.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Department Director

APPROVAL BY CITY ATTORNEY

I do hereby certify that I am the duly appointed City Attorney of the City of Lakewood and that the aforementioned records are not required to be kept by statute or law and may be destroyed if more than two years of age, provided destruction thereof has been approved by the Department Head and the City Council.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
City Attorney

RESOLUTION NO. 2022-68

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

THE CITY COUNCIL OF THE CITY OF LAKEWOOD DOES HEREBY FIND, DETERMINE AND  
RESOLVE AS FOLLOWS:

SECTION 1. Pursuant to the recommendation of the City Clerk and approval of the City Attorney  
and Department Head, the City Clerk is hereby authorized to destroy the following public records:

Application and Agreement for Use of Recreation Facilities Dated Through December 31, 2019

Picnic Shelter Reservation Applications and Supplemental Questionnaires  
Dated Through June 30, 2020

Facility Schedule Book (Red Book) Dated Through December 31, 2019

Application and Agreement for Use of Craft or Display Booth Dated Through June 30, 2020

CDBG Participant Audit Sheets Dated Through June 30, 2019

Accident Reports Occurring Prior to December 31, 2019  
(adults and minors who have reached the age of 19)

Incident and Injury Reports (Special Occurrence Reports) Occurring Prior to December 31, 2019  
(adults and minors who have reached the age of 19)

DASH Passenger Logs Dated Through June 30, 2020

Sports Officials Schedules Dated Through June 30, 2020

Contract Class Registrations Dated Through June 30, 2020  
(adults and minors who have reached the age of 19)

Personal Service Agreements and Exhibits for Contract Class Instructors  
Dated Through June 30, 2017

Permission Slips, Registrations and Rosters for All Parks and Community Centers  
Dated Through June 30, 2020  
(adults and minors who have reached the age of 19)

Volunteer Registrations, Rosters and Fingerprint Cards Dated Through June 30, 2020

Recreation and Community Services Commission Agenda Packets Dated Through June 30, 2020

Notices of Adjournment and Affidavits of Posting for Meetings of the Recreation and  
Community Services Commission Dated Prior to December 31, 2012

Pool Rescue Reports Occurring Prior to June 30, 2020  
(adults and minors who have reached the age of 19)

Opening/Closing Checklists Dated Through June 30, 2020

Closed Playground Safety Inspection Reports Dated Through June 30, 2020  
(Related work orders, repairs, etc. must be closed)

SECTION 2. The City Council hereby finds and determines that the aforementioned public records are more than two years old and no longer required to be kept and maintained as a public record.

SECTION 3. The City Clerk is directed to cause said records to be destroyed in accordance with the terms and provisions of Section 34090 of the Government Code of the State of California.

ADOPTED AND APPROVED THIS 13TH DAY OF SEPTEMBER, 2022.

\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED BY DEPARTMENT HEAD

I, Valarie Frost, do hereby certify that I am the Department Director of the Recreation and Community Services Department and that the aforementioned records of the City of Lakewood are more than two years of age, and the further maintenance of the same is no longer necessary or required. I recommend that said records be destroyed.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Department Director

APPROVAL BY CITY ATTORNEY

I do hereby certify that I am the duly appointed City Attorney of the City of Lakewood and that the aforementioned records are not required to be kept by statute or law and may be destroyed if more than two years of age, provided destruction thereof has been approved by the Department Head and the City Council.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
City Attorney

RESOLUTION NO. 2022-69

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

THE CITY COUNCIL OF THE CITY OF LAKEWOOD DOES HEREBY FIND,  
DETERMINE AND RESOLVE AS FOLLOWS:

SECTION 1. Pursuant to the recommendations of the City Clerk and approval of the City Attorney and Water Resources Department Head, the City Clerk is hereby authorized to destroy the following public records:

Continuing Education Class Modules Quizzes and Attendance Rosters  
dated through December 2017

Confined Space Entry Logs dated through June 30, 2020

Golden State Water Company Advice Letters dated through December 2018

Central Basin Water Association Financial Statements, Surveys, Proposals, General  
Correspondence and Memoranda dated through December 2019

Underground Service Alerts  
dated January to December 2019

Service Orders and Standby Service Orders dated through June 30, 2020

General Correspondence dated through 2019

Bacteriological Water Sampling Laboratory Reports  
dated through June 30, 2017

SECTION 2. The City Council hereby finds and determines that the aforementioned public records are more than two years old and no longer required to be kept and maintained as public records.

SECTION 3. The City Clerk is directed to cause said record to be destroyed in accordance with the terms and provisions of Section 34090 of the Government Code of the State of California.

ADOPTED AND APPROVED THIS 13TH DAY OF SEPTEMBER, 2022.

---

Mayor

Resolution No. 2022-69

Page 2

ATTEST:

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City Clerk

APPROVED BY DEPARTMENT HEAD

I, Derek Nguyen, do hereby certify that I am the Department Director of the Water Resources Department and that the aforementioned records of the City of Lakewood are more than two years of age, and the further maintenance of the same is no longer necessary or required. I recommend that said records be destroyed.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Department Director

APPROVAL BY CITY ATTORNEY

I do hereby certify that I am the duly appointed City Attorney of the City of Lakewood and that the aforementioned records are not required to be kept by statute or law and may be destroyed if more than two years of age, provided destruction thereof has been approved by the Department Head and the City Council.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
City Attorney

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

## COUNCIL AGENDA

September 13, 2022

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

**SUBJECT:** Agreement for Fest-Of-All Attractions and Games

### INTRODUCTION:

The City of Lakewood will host the Fest-Of-All multicultural food and music festival on Saturday, October 8, 2022 from 2:00 to 8:00 p.m. at Lakewood Center. Attractions and games will be open from 2:00 to 8:00 p.m., with tickets sales concluding at 7:15 p.m.

### STATEMENT OF FACT

The Fest-Of-All represents a wide variety of cultures and celebrates the diversity of the Lakewood Community. Event elements will include entertainment, multicultural food court, family fun zone, craft village, children's cultural booth and community vendor booths.

Elite Special Events will provide nine inflatable attractions for the event. Tickets will be sold on site at the event. Wristbands providing unlimited use of the attractions with the exception of the Euro Bungee will be sold for \$30, a family pack of 20 tickets for \$35, and individual tickets for \$2 each. Attractions and games take 2-4 tickets, depending on the attraction or game.


Staff have worked closely with Elite Special Events to provide attractions and games at past events. The contractor has proven to be trusted, reliable, and provides safe attractions for this and other events in Los Angeles and Orange counties. The contractor shall pay the city a percent of its gross sales as tabled below.

Contractor's Gross Sales	Percent of Gross Sales Due to City
\$0-\$4,999	0%
\$5,000- \$7,999	10%
\$8,000 - \$9,999	15%
\$10,000 and above	20%

### RECOMMENDATION

Staff recommends that the City Council approve the Agreement for the 2022 Fest-Of-All with Elite Special Events subject to approval as to legal form by the City Attorney.

  
Valarie Frost, Director  
Recreation and Community Services

  
Thaddeus McCormack  
City Manager

**CITY OF LAKEWOOD  
AGREEMENT FOR  
FEST-OF-ALL ATTRACTIONS AND GAMES**

This Agreement made and entered into this 13<sup>th</sup> day of September 2022 by and between City OF LAKEWOOD, a municipal corporation (“City”), and ELITE SPECIAL EVENTS, a corporation (“Contractor”).

**W I T N E S S E T H**

WHEREAS, City has approved and scheduled the Fest-Of-All Community Special Event; and

WHEREAS, City desires to provide family entertainment and amusements as part of the Fest-Of-All Community Special Event; and

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

WHEREAS, Contractor is desirous of providing said family entertainment and amusements;

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

1. **SCOPE OF SERVICES.** Contractor agrees to provide at its own cost and expense:
  - A. Family entertainment and amusements as listed in Exhibit A with the understanding that Contractor may at its request substitute amusements not listed, provided City approval in writing is received for said substitution.
  - B. All necessary personnel, equipment and supplies for this Agreement event including, but not limited to three (3) management staff, set-up crew, various entertainment attractions, generators, and cleanup crew.
  - C. Appropriate and clean uniforms for all Contractor’s employees.
2. **PERFORMANCE.** Contractor shall at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all tasks described herein. Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services in meeting its obligations under this Agreement. Generally, accepted standards shall include, but are not limited to, American Society for Testing and Materials (ASTM) F2374-10, Standard Practice for Design, Manufacture, Operation, and Maintenance of Inflatable Amusement Devices
3. **TIME OF PERFORMANCE.** Contractor agrees to provide said family entertainment and amusements to the public on Saturday, October 8, 2022 from 2:00 p.m. – 8:00 p.m. Contractor is to have attractions set-up and ready for inspection by 12 p.m. on Saturday, October 8, 2022. City

reserves the right to change the time, place and manner of said event in any respect at any time prior to thirty (30) days before October 8, 2022.

4. **SET-UP/BREAKDOWN TIME.** City agrees to allow Contractor a period of three hours prior to the event for set-up. City agrees to allow Contractor a period of three hours for breakdown at the conclusion of the event.
5. **COMPENSATION FOR SERVICES.** City shall incur no out of pocket expenses for services rendered by Contractor. Contractor shall pay City a percent of Contractor's gross sales as tabled below.

Contractor's Gross Sales	Percent of Gross Sales Due to City
\$0-\$4,999	0%
\$5,000- \$7,999	10%
\$8,000 - \$9,999	15%
\$10,000 and above	20%

6. **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 thirty (30) days prior written notice or should it be event date.
7. **INDEPENDENT CONTRACTOR.** Contractor is and shall at all times remain as to City a wholly independent Contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner or capacity officers, employees, or agents of City. Contractor shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner. No employee benefits shall be available to Contractor in connection with the performance of this Agreement. City shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.
8. **NON-DISCRIMINATION IN EMPLOYMENT PRACTICES.** Contractor shall not discriminate in the employment of persons in connection with the performance of services as provided for in this Agreement on the basis of race, color, creed, national origin, sex, ancestry, religion, age or handicaps.
9. **LIABILITIES AND INDEMNIFICATION.** Contractor shall indemnify, defend, and hold harmless City, and its officers employees, and agents ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable attorneys' fees and costs of litigation ("claims"), arising from Contractor's activities in the performance of the services under this Agreement, excepting only those actions, claims, liabilities,

obligations, judgments, or damages arising out of the sole negligence of City indemnitees. In the event City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding alleging negligent or wrongful conduct on the part of Contractor:

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

10. **INSURANCE.** Prior to the beginning of and throughout the duration of the placement of any inflatable devices or other equipment, Contractor will maintain insurance in conformance with the requirements set forth below. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, Contractor agrees to amend, supplement or endorse the existing coverage to do so. Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to Contractor in excess of the minimum limits and coverage set forth in this Agreement and which is applicable to a given loss or claim shall be deemed by this Agreement to be applicable to City.

Contractor shall provide the following types and amounts of insurance:

- A. **General liability insurance.** Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.
- B. **Automobile liability 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 vehicles, in an amount not less than \$1,000,000 combined single limit for each accident. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos in any way on this project, Contractor shall provide evidence of personal auto liability coverage for each such person and an endorsement from their carrier for business use.
- C. **Workers' compensation insurance.** Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees and volunteers.

**11. ADDITIONAL INSURANCE PROVISIONS AND REQUIREMENTS**

- A. **Proof of insurance.** Contractor shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.
- B. **Duration of coverage.** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by Contractor, his/her agents, representatives, employees or sub consultants.
- C. **Primary/Noncontributing.** 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.
- D. **City's Non-compliance.** City's non-compliance with any requirement imposes no additional obligations on City nor does it waive any rights hereunder.
- E. **Requirements not limiting.** Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Contractor maintains higher limits than the minimums shown above, City requires and shall be entitled to coverage for the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.
- F. **Notice of cancellation.** Contractor agrees to oblige 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.

- G. **Additional insured status.** General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.
- H. **Prohibition of undisclosed coverage limitations.** None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
- I. **Separation of insureds.** A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.
- J. **Pass through clause.** Contractor agrees to ensure that its sub consultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.
- K. **City's right to revise specifications.** City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to Contractor, City and Contractor may renegotiate Contractor's compensation.
- L. **Agency's rights of enforcement.** 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 or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.
- M. **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 Insurers in the State of California, with an assigned policy holders' 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's Risk Manager.
- N. **Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this

Agreement shall be endorsed to waive 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. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its sub consultants.

- O. **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 non-compliance with any requirement imposes no additional obligations on City nor does it waive any rights hereunder.
  - P. **Self-insured retentions.** Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.
  - Q. **Timely notice of claims.** Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.
  - R. **Additional insurance.** Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.
12. **SUBCONTRACTING.** Contractor shall not assign the performance of this Agreement, nor any part thereof, without prior written consent of City. Because of the personal nature of the services to be rendered pursuant to this Agreement, only Contractor shall perform the services described in this Agreement.
13. **GENERAL RESPONSIBILITIES.** Contractor agrees that the development, presentation and maintenance of the Fest-Of-All family entertainment and amusements shall be its sole responsibility. It is further agreed and understood, however, that the time, place and manner of said presentation, any fees or charges for said presentation, and the overall format of said presentation shall be subject to the approval of City, and City reserves the right to terminate said presentation at any time, or to change the time, place and manner of said presentation in any respect at any time, without further notice in the reasonable discretion of the responsible City officer serving as representative of City when that officer has determined such termination is necessary for the public health, safety, convenience or welfare.
14. **UNDUE INFLUENCE.** Contractor declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of City in connection with the award, terms

or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of City will receive compensation, directly or indirectly, from Contractor, or from any officer, employee or agent of Contractor, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling City to any and all remedies at law or in equity.

15. **ASSUMPTION OF RISK.** Contractor does hereby assume all risk to itself, its personnel, subcontractors, and agents and employees thereof, of personal injury or death, and all risk of property damage or loss to any property, wares, or materials of the foregoing from whatever source, and said Contractor further releases City, City Council, and all officers and employees thereof, from any liability therefor, or for contribution as a joint tortfeasor therefor.
16. **WASTE.** Contractor shall not utilize any of the grounds, buildings or premises of City so as to commit waste, and where damaged by it shall restore the same to the same condition it was in prior to the commencement of this Agreement, reasonable wear and tear excepted.
17. **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.
18. **LAWS, ORDINANCE, LICENSES AND PERMITS.** Contractor shall comply with all applicable laws, ordinances and codes of the State, County, and City and Contractor shall obtain, at Contractor's cost, all necessary licenses, permits and approvals for said attractions. Contractor is exempt from obtaining a City business license for the Fest-Of-All Community Special Event. 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.
19. **GOVERNING LAW.** City and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over City.
20. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.
21. **AUTHORITY TO EXECUTE THIS AGREEMENT.** The person or persons executing this

Agreement on behalf of Contractor warrants and represents that he/she has the authority to execute this Agreement on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

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

City	City Manager City of Lakewood 5050 Clark Avenue Lakewood, California 90712
Contractor	Ted Holcomb Elite Special Events 11278 Los Alamitos Blvd. #101 Los Alamitos, CA 90720 (562) 799-7737

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, in duplicate, on the month, day, and year first above written.

City of Lakewood

\_\_\_\_\_  
City Manager  
City of Lakewood  
5050 Clark Avenue  
Lakewood, California 90712  
(562) 866-9771

Contractor

\_\_\_\_\_  
(Legal Signature)

\_\_\_\_\_  
(Name Printed)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip Code)

APPROVED AS TO FORM:

By \_\_\_\_\_  
City Attorney

---

(Telephone)

**EXHIBIT A**  
**AMUSEMENTS AND GAMES TO BE PROVIDED**  
**FOR LAKEWOOD'S FEST-OF-ALL EVENT**

Under the terms of this Agreement, Contractor's services will be retained by City. This Agreement is authorization for the Contractor to place inflatable amusement devices at specified locations in, on or about City owned park or other facility authorized for use by City.

**LIST OF AMUSEMENTS AND GAMES FOR LAKEWOOD'S FEST-OF-ALL EVENT**

1	Vertical Rush Giant Slide
2	Wrecking Ball War
3	Big Baller Wipeout
4	Euro Bungee Trampoline
5	Rocky Mountain climbing wall
6	Extreme Obstacle Course
9	Farm animal kids obstacle
10	4 generators
11	10 attendants

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

## **COUNCIL AGENDA**

September 13, 2022

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

**SUBJECT:** Agreement for Halloween Carnival Attractions

### **INTRODUCTION:**

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

### **STATEMENT OF FACT**

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

To augment entertainment options, inflatable attractions will be offered at Mayfair Park, at a cost of \$1.00 for one ticket, \$20 family pack of 25 tickets or an all-night wristband for \$30. Staff have worked closely with Elite Special Events for many years. The contractor has proven to be trusted, reliable, and provides safe attractions for this and other events throughout the year. The attractions are provided at no cost to the city. The contractor will remit payment, to the city in the amount of 10% of gross receipts.

### **RECOMMENDATION**

Staff recommends that the City Council approve the 2022 Agreement for Halloween Carnival Attractions with Elite Special Events subject to approval as to legal form by the City Attorney.

VF

Valarie Frost, Director  
Recreation and Community Services



Thaddeus McCormack  
City Manager

**CITY OF LAKEWOOD  
AGREEMENT FOR  
HALLOWEEN CARNIVAL ATTRACTIONS**

This Agreement made and entered into this 13<sup>th</sup> day of September 2022 by and between City OF LAKEWOOD, a municipal corporation (“City”), and ELITE SPECIAL EVENTS, a corporation (“Contractor”).

**W I T N E S S E T H**

WHEREAS, City has approved and scheduled the Halloween Carnival Special Event; and

WHEREAS, City desires to provide family entertainment and amusements as part of the Halloween Carnival Special Event; and

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

WHEREAS, Contractor is desirous of providing said family entertainment and amusements;

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

1. **SCOPE OF SERVICES.** Contractor agrees to provide at its own cost and expense:
  - A. Family entertainment and amusements as listed in Exhibit A with the understanding that Contractor may at its request substitute amusements not listed, provided City approval in writing is received for said substitution.
  - B. All necessary personnel, equipment and supplies for this Agreement event including, but not limited to three (3) management staff, set-up crew, various entertainment attractions, generators, and cleanup crew.
  - C. Appropriate and clean uniforms for all Contractor’s employees.
2. **PERFORMANCE.** Contractor shall at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all tasks described herein. Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services in meeting its obligations under this Agreement. Generally, accepted standards shall include, but are not limited to, American Society for Testing and Materials (ASTM) F2374-10, Standard Practice for Design, Manufacture, Operation, and Maintenance of Inflatable Amusement Devices
3. **TIME OF PERFORMANCE.** Contractor agrees to provide said family entertainment and amusements to the public on Monday, October 31, 2022 from 6:00 p.m. – 8:30 p.m. Contractor is to have attractions set-up and ready for inspection by 5:00 p.m. on Monday, October 31, 2022.

City reserves the right to change the time, place and manner of said event in any respect at any time prior to thirty (30) days before October 31, 2022.

4. **SET-UP/BREAKDOWN TIME.** City agrees to allow Contractor a period of three hours prior to the event for set-up. City agrees to allow Contractor a period of two hours for breakdown at the conclusion of the event.
5. **COMPENSATION FOR SERVICES.**  
As compensation for being allowed to operate said family entertainment and amusements, Contractor shall give the City of Lakewood 10% of gross revenue collected from Mayfair Park for which a performance is offered and City shall incur no out of pocket expenses as a result.
6. **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 thirty (30) days prior written notice or should it be event date.
7. **INDEPENDENT CONTRACTOR.** Contractor is and shall at all times remain as to City a wholly independent Contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner or capacity officers, employees, or agents of City. Contractor shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner. No employee benefits shall be available to Contractor in connection with the performance of this Agreement. City shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.
8. **NON-DISCRIMINATION IN EMPLOYMENT PRACTICES.** Contractor shall not discriminate in the employment of persons in connection with the performance of services as provided for in this Agreement on the basis of race, color, creed, national origin, sex, ancestry, religion, age or handicaps.
9. **LIABILITIES AND INDEMNIFICATION.** Contractor shall indemnify, defend, and hold harmless City, and its officers employees, and agents ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable attorneys' fees and costs of litigation ("claims"), arising from Contractor's activities in the performance of the services under this Agreement, excepting only those actions, claims, liabilities, obligations, judgments, or damages arising out of the sole negligence of City indemnitees. In the event City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding alleging negligent or wrongful conduct on the part of Contractor:
  - A. Contractor shall provide a defense to City indemnitees or at City's option reimburse City indemnitees their costs of defense, including reasonable attorneys' fees, incurred in defense

of such claims; and

- B. Contractor shall promptly pay any final judgment or portion thereof rendered against City indemnitees.

10. **INSURANCE.** Prior to the beginning of and throughout the duration of the placement of any inflatable devices or other equipment, Contractor will maintain insurance in conformance with the requirements set forth below. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, Contractor agrees to amend, supplement or endorse the existing coverage to do so. Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to Contractor in excess of the minimum limits and coverage set forth in this Agreement and which is applicable to a given loss or claim shall be deemed by this Agreement to be applicable to City.

Contractor shall provide the following types and amounts of insurance:

- A. **General liability insurance.** Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.
- B. **Automobile liability 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 vehicles, in an amount not less than \$1,000,000 combined single limit for each accident. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor’s employees will use personal autos in any way on this project, Contractor shall provide evidence of personal auto liability coverage for each such person and an endorsement from their carrier for business use.
- C. **Workers’ compensation insurance.** Contractor shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least \$1,000,000).

Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees and volunteers.

11. **ADDITIONAL INSURANCE PROVISIONS AND REQUIREMENTS**

- A. **Proof of insurance.** Contractor shall provide certificates of insurance to City as evidence

of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

- B. **Duration of coverage.** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by Contractor, his/her agents, representatives, employees or sub consultants.
- C. **Primary/Noncontributing.** 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.
- D. **City's Non-compliance.** City's non-compliance with any requirement imposes no additional obligations on City nor does it waive any rights hereunder.
- E. **Requirements not limiting.** Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Contractor maintains higher limits than the minimums shown above, City requires and shall be entitled to coverage for the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.
- F. **Notice of cancellation.** Contractor agrees to oblige 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.
- G. **Additional insured status.** General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.
- H. **Prohibition of undisclosed coverage limitations.** None of the coverages required herein

will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

- I. **Separation of insureds.** A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.
- J. **Pass through clause.** Contractor agrees to ensure that its sub consultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.
- K. **City's right to revise specifications.** City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to Contractor, City and Contractor may renegotiate Contractor's compensation.
- L. **Agency's rights of enforcement.** 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 or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.
- M. **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 Insurers in the State of California, 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's Risk Manager.
- N. **Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive 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. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its

sub consultants.

- O. **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 non-compliance with any requirement imposes no additional obligations on City nor does it waive any rights hereunder.
  - P. **Self-insured retentions.** Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.
  - Q. **Timely notice of claims.** Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.
  - R. **Additional insurance.** Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.
12. **SUBCONTRACTING.** Contractor shall not assign the performance of this Agreement, nor any part thereof, without prior written consent of City. Because of the personal nature of the services to be rendered pursuant to this Agreement, only Contractor shall perform the services described in this Agreement.
13. **GENERAL RESPONSIBILITIES.** Contractor agrees that the development, presentation and maintenance of the LYS Closing Day Ceremony and Family Play Day family entertainment and amusements shall be its sole responsibility. It is further agreed and understood, however, that the time, place and manner of said presentation, any fees or charges for said presentation, and the overall format of said presentation shall be subject to the approval of City, and City reserves the right to terminate said presentation at any time, or to change the time, place and manner of said presentation in any respect at any time, without further notice in the reasonable discretion of the responsible City officer serving as representative of City when that officer has determined such termination is necessary for the public health, safety, convenience or welfare.
14. **UNDUE INFLUENCE.** Contractor declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of City will receive compensation, directly or indirectly, from Contractor, or from any officer, employee or agent of Contractor, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling City to

any and all remedies at law or in equity.

15. **ASSUMPTION OF RISK.** Contractor does hereby assume all risk to itself, its personnel, subcontractors, and agents and employees thereof, of personal injury or death, and all risk of property damage or loss to any property, wares, or materials of the foregoing from whatever source, and said Contractor further releases City, City Council, and all officers and employees thereof, from any liability therefor, or for contribution as a joint tortfeasor therefor.
16. **WASTE.** Contractor shall not utilize any of the grounds, buildings or premises of City so as to commit waste, and where damaged by it shall restore the same to the same condition it was in prior to the commencement of this Agreement, reasonable wear and tear excepted.
17. **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.
18. **LAWS, ORDINANCE, LICENSES AND PERMITS.** Contractor shall comply with all applicable laws, ordinances and codes of the State, County, and City and Contractor shall obtain, at Contractor's cost, all necessary licenses, permits and approvals for said attractions. Contractor is exempt from obtaining a City business license for the Fest-of-All Community Special Event. 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.
19. **GOVERNING LAW.** City and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over City.
20. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.
21. **AUTHORITY TO EXECUTE THIS AGREEMENT.** The person or persons executing this Agreement on behalf of Contractor warrants and represents that he/she has the authority to execute this Agreement on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

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

City	City Manager City of Lakewood 5050 Clark Avenue Lakewood, California 90712
Contractor	Ted Holcomb Elite Special Events 11278 Los Alamitos Blvd. #101 Los Alamitos, CA 90720 (562) 799-7737

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, in duplicate, on the month, day, and year first above written.

City of Lakewood

\_\_\_\_\_  
City Manager  
City of Lakewood  
5050 Clark Avenue  
Lakewood, California 90712  
(562) 866-9771

Contractor

\_\_\_\_\_  
(Legal Signature)

\_\_\_\_\_  
(Name Printed)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip Code)

APPROVED AS TO FORM:

By \_\_\_\_\_  
City Attorney

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(Telephone)

**EXHIBIT A**  
**AMUSEMENTS AND GAMES TO BE PROVIDED**  
**FOR LAKEWOOD'S HALLOWEEN CARNIVAL (MAYFAIR PARK)**

Under the terms of this Agreement, Contractor's services will be retained by City. This Agreement is authorization for the Contractor to place inflatable amusement devices at specified locations in, on or about City owned park or other facility authorized for use by City.

**LIST OF AMUSEMENTS AND GAMES FOR LAKEWOOD'S HALLOWEEN CARNIVAL**

1	Vertical Rush Giant Slide
2	Wrecking Ball War
3	Big Baller Wipeout
4	Mechanical bull
5	Rocky Mountain climbing wall
6	Extreme Obstacle Course
7	Jacobs Ladder climbing
8	Frozen Jumper
9	Farm animal kids obstacle
10	4 generators
11	10 attendants

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

## **COUNCIL AGENDA**

September 13, 2022

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

**SUBJECT:** Approval of the Agreement for Gopher Abatement Services with M.B. Oliver, Inc.  
DBA Agricultural Pest Control Services

### **INTRODUCTION**

The City of Lakewood has used M.B. Oliver, Inc. DBA Agricultural Pest Control Services for its gopher abatement and integrated pest management needs for several city facilities. City of Lakewood staff aim to formalize an agreement with M.B. Oliver, Inc. DBA Agricultural Pest Control Services for the Fiscal Year 2022-23

### **STATEMENT OF FACT**

The City of Lakewood currently uses M.B. Oliver, Inc. DBA Agricultural Pest Control Services for gopher abatement at the West San Gabriel Nature Trail Phases I, II, and III, Rynerson Park, Mae Boyer Park, and various street panels. M.B. Oliver, Inc. DBA Agricultural Pest Control Services has proven to provide excellent quality of service in gopher abatement. Additionally, their carefully selected Integrated Pest Management (IPM) methods align with the city's approach to IPM. Therefore, staff would like to establish an agreement with M.B. Oliver, Inc. DBA Agricultural Pest Control Services to ensure an esthetically pleasing and safe landscape for residents to enjoy.

### **RECOMMENDATION**

Staff recommends that the City Council approve the gopher abatement services agreement with M.B. Oliver, Inc. DBA Agricultural Pest Control Services at specified city facilities from September 15, 2022, to June 30, 2023, not to exceed \$12,800.

VF

Valarie Frost, Director  
Recreation & Community Services



Thaddeus McCormack  
City Manager

**CITY OF LAKEWOOD  
AGREEMENT  
FOR  
GOPHER ABATEMENT SERVICES**

This AGREEMENT, sometimes hereinafter referred to as “this AGREEMENT” is made and entered into this 13<sup>th</sup> day of September by and between CITY of Lakewood, a municipal corporation, sometimes hereinafter referred to as “CITY”, and M.B. OLIVER, INC. DBA AGRICULTURAL PEST CONTROL SERVICES sometimes hereinafter referred to as “CONTRACTOR”.

**WITNESSETH:**

WHEREAS, CITY desires to retain CONTRACTOR for gopher abatement 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 gopher abatement 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 September 15, 2022 and terminate on June 30, 2023, with the option to extend AGREEMENT in one year increments through June 30, 2026.
2. SCOPE OF SERVICES. CONTRACTOR agrees to provide CITY, following written authorization from CITY to proceed, SERVICES as set forth in Gopher Abatement Specifications attached hereto as Exhibit A.
3. PAYMENT. CITY agrees to pay CONTRACTOR on completion of each site based upon actual time spent on SERVICES. This amount shall not exceed \$12,800 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 17, 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: M.B. Oliver, Inc. DBA Agricultural Pest Control Services  
9927 Maine Ave.  
Lakeside, CA 92040

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

M.B. OLIVER, INC.  
DBA AGRICULTURAL PEST  
CONTROL SERVICES

By \_\_\_\_\_

\_\_\_\_\_  
Title

Attachments: Exhibit A Specifications for Gopher Abatement Services

EXHIBIT A  
SPECIFICATIONS FOR GOPHER ABATEMENT SERVICES

**Locations**

- Mae Boyar Park  
6701 Del Amo Blvd  
Lakewood, CA 90713
- West San Gabriel River Parkway Nature Trail Phase I  
5298 Knoxville Ave  
Lakewood, CA 90713
- West San Gabriel River Parkway Nature Trail Phase II  
6790 Del Amo Blvd  
Lakewood, CA 90713
- West San Gabriel River Parkway Nature Trail Phase III  
7089 E. Carson St.  
Lakewood, CA 90713
- Rynerson Park  
20711 Studebaker Rd  
Lakewood, CA 90715

**Scope of Work**

Integrated pest management methods for each individual project emphasizing human and non-target animal safety and humane treatment, efficacy, proper timing, and economics. All decisions are based on knowledge of the pests' biology, breeding activity and food preferences, which vary throughout the year. All work is to be performed in accordance with applicable Federal, State, County, and local laws and regulations.

Services provided for this application will include sub-soil baiting, burrow fumigants, and organic treatment methods as needed with the following materials: strychnine Alkaloid, Aluminum Phosphide, Zinc Phosphide and Organic IGI (CO<sub>2</sub>)

# DIVIDER SHEET

## **COUNCIL AGENDA**

September 13, 2022

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

**SUBJECT:** Purchase of a Riding Mower

### **INTRODUCTION**

Staff has determined the need to replace a riding lawn mower (Unit #218) originally acquired in September 2006 that is now past its useful life.

### **STATEMENT OF FACT**


The City's Fleet Manager has identified the Toro Groundsmaster 3200 mower as meeting the necessary specifications and being a suitable replacement for the current equipment. The Toro Company, based in Bloomington, Minnesota, is an American manufacturer and a leading provider of solutions for the outdoor environment including turf, snow, and ground-engaging equipment.


The Fleet Manager obtained a quotation from Turf Star, the exclusive distributor of Toro products for the west coast region, through the City's participation in the Sourcewell cooperative purchasing program. Because of global supply-chain issues that cause volatility in material costs and production times longer than usual, the vendor has provided a not-to-exceed (NTE) amount of \$30,077.82 for the equipment. This includes all tax and delivery charges. This is approximately \$2,700 lower than the manufacturer's suggested retail price.

Sourcewell is a service cooperative created by the Minnesota legislature as a local unit of government. It is authorized to establish competitively awarded cooperative purchasing contracts on behalf of itself and its participating agencies. It follows the competitive contracting law process to solicit, evaluate, and award cooperative purchasing contracts for goods and services. The City's Purchasing Policy allows a purchase through any governmental entity or cooperative that substantially adheres to City procedures for the purchase of supplies and equipment. The FY 2022-23 Adopted Budget includes sufficient funds for this purchase. Unit #218 will be sent to auction once the new equipment is received.

### **STAFF RECOMMENDATION**

That the City Council approve the purchase of the Toro Groundsmaster 3200 mower at the not-to-exceed amount of \$30,077.82 from Turf Star of Brea, CA.

Valarie Frost   
Director of Recreation and Community Services

  
Thaddeus McCormack  
City Manager

# DIVIDER SHEET

## **COUNCIL AGENDA**

September 13, 2022

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

**SUBJECT:** Notice of Completion for Public Works Project No. 2020-03  
Improvements to the Existing San Martin Park

### **INTRODUCTION**

Deark E&C Inc., the Contractor on Public Works Contract 2020-03, has completed work which consisted of demolition, grading, concrete flatwork, concrete foundations, concrete curbs, play equipment and installation, fencing, shelters and installation, and miscellaneous related improvements required by the contract documents including turf and irrigation work.

### **STATEMENT OF FACT**


On July 27, 2021 Council awarded Public Works Contract 2020-03 to Deark E&C Inc. in the amount of \$733,000.00 with a contingency of \$110,000, and a total project budget of \$1,518,085. Four change orders (COs) were issued throughout the construction period resulting in a final contract amount of \$820,013.45. The first change order was issued to modify the concrete for the shelter foundations to 4500 psi, the second change order was issued due to a quantity adjustment of additional aggregate base required for the tot lot, the third change order was to regrade the slope of the berm near the ADA accessible parking on Ocana to allow for proper irrigation and sod establishment, and the fourth change order was to replace the fence of the tot lot. The change orders result in an increased contract amount of \$87,013.45.


The contract was substantially completed in August 2022. Deark E&C Inc.'s staff has addressed all items on the project punch list. Staff recommends issuing the NOC.

### **RECOMMENDATION**

It is the recommendation of Staff that the City Council:

- (1) Accept the work performed by Deark E&C Inc. in a final contract amount of \$820,013.45, and authorize the City Clerk to file the Notice of Completion for Public Works Contract 2020-03.
- (2) Ratify Change Orders No. 1-4 in the net additional amount of \$87,013.45 to Public Works Contract 2020-03.

  
Kelli Pickler  
Director of Public Works

  
Thaddeus McCormack  
City Manager

# DIVIDER SHEET

# Public Hearings

## **COUNCIL AGENDA**

September 13, 2022

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

**SUBJECT:** CDBG Program Public Hearing on the Consolidated Annual Performance and Evaluation Report (CAPER) Fiscal Year 2021-2022

### **INTRODUCTION**

Community Development Block Grant (CDBG) regulations require grantees to prepare an annual performance report. The Consolidated Annual Performance and Evaluation Report (CAPER) summarizes a grantee's programmatic and financial accomplishments during the previous program year (July 1, 2021 to June 30, 2022). The CAPER is used by the U.S. Department of Housing and Urban Development (HUD) to: 1) Assess each grantee's ability to carry out its programs in compliance with applicable regulations and requirements; 2) Provide information necessary for HUD to report to Congress; and 3) Provide the grantee with an opportunity to describe its program achievements with its citizens. The CAPER is required to be submitted to HUD no later than 90 days after the close of the grantee's program year.

### **STATEMENT OF FACTS**

The CAPER includes a summary of the City of Lakewood's ("City") overall progress in meeting local priorities and goals during the program year. The City's CAPER discusses annual and cumulative performance in the context of the strategic goals of the five-year Consolidated Plan and the annual goals of the Annual Action Plan, including the following areas: decent housing, continuum of care, and citizen participation. The CAPER summarizes the City's accomplishments in furthering fair housing and other program requirements such as subrecipient monitoring, displacement and/or relocation activities, anti-poverty strategies, and an annual financial summary. It also includes a self-evaluation, which describes the City's accomplishments and identifies any changes necessary to meet the listed goals and strategies.

The total amount of CDBG funding during FY 2021-2022, was \$1,054,780, which consisted of newly awarded CDBG funds of \$458,894; carry-over CDBG funds of \$549,545; \$32,273 in program income; and \$14,068 of CDBG funds returned to the line-of-credit.

The CDBG accomplishments for FY 2021-2022 are summarized as follows:

1. Community Conservation – During FY 2021-2022 Code Enforcement responded to 1,156 service requests of which, 319 were located within CDBG eligible areas.

2. Public Services - unduplicated participants served:
  - Meals on Wheels - 103 individuals
  - Community Family Guidance - 49 individuals
  - Pathways Volunteer Hospice - 35 individuals
  - Human Services Association – 151 individuals
3. Fair Housing Program – During FY 2021-2022, a total of 272 households were assisted.
4. Single Family Rehabilitation Loan Program – During FY 2021-2022, a total of eight loans were approved and funded with Lakewood Housing Successor Agency funds.
5. Fix-Up Paint-Up Grant Program- During FY 2021-2022, a total of six grants were approved and funded with Lakewood Successor Agency funds.


The total amount expended in FY 2021-2022 was \$355,581. The City will carry over \$699,199 in CDBG to FY 2022-2023 to be used for the Weingart Senior Center improvement project.

As required by Code of Federal Regulations (24 CFR Part 91.105) and the Citizen Participation Plan, a Public Hearing must be held to give Lakewood residents an opportunity to comment on this report. A 15-day comment period began on August 26, 2022 to allow citizens to review the CAPER and submit written comments to the Community Development Director no later than September 12, 2022. The Comment period concludes on September 13, 2022 with a Public Hearing held before the City Council. Any comments received will be submitted in conjunction with the CAPER, which is due to the local HUD office no later than September 27, 2022.

#### **STAFF RECOMMENDATION**

It is recommended that the City Council hold a Public Hearing to solicit citizen comments on the City's Consolidated Annual Performance and Evaluation Report for fiscal year July 1, 2021 through June 30, 2022, and direct staff to take into consideration all comments received and submit them along with the CAPER to the local HUD office.

  
Abel Avalos  
Director of Community Development

  
Thaddeus McCormack  
City Manager



**CITY OF LAKEWOOD  
CONSOLIDATED ANNUAL  
PERFORMANCE AND  
EVALUATION REPORT**

**FOR THE**

**COMMUNITY DEVELOPMENT  
BLOCK GRANT PROGRAM**

**JULY 1, 2021 - JUNE 30, 2022**

**Prepared by the City of Lakewood  
Community Development Department**

**City Lakewood**  
**FY 2021-2022 CAPER**

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## **CR-05 - Goals and Outcomes**

**Progress the jurisdiction has made in carrying out its strategic plan and its action plan.**

### **91.520(a)**

*This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.*

The City of Lakewood was successful in carrying out its Strategic Plan and its Action Plan during FY 2021-2022. The City expects to serve 1,250 Lakewood households experiencing fair housing issues during the Five-Year 2020-2024 Consolidated Plan years and 250 households during FY 2021-2022. During FY 2021-2022, Lakewood's Fair Housing Consultant assisted 182 households. During the Five-Year 2020-2024 Consolidated Plan Lakewood's Code Enforcement staff is expected to assist 1,250 residents and 250 in FY 2021-2022. During FY 2021-2022 Code Enforcement responded to 319 residents located with CDBG eligible areas. During the Five-Year 2020-2024 Consolidated Plan Lakewood's subrecipients providing public service are expected to assist 1,557 residents and 300 during FY 2021-2022. Lakewood's subrecipients assisted 307 Lakewood residents. Services include congregate and delivered meals to Lakewood seniors, counseling for abused children, and non-medical hospice care for Lakewood residents facing end of life. The City expected to process ten rehabilitation loans and six fix-up, paint-up grants. During FY 2021-2022, the City processed eight rehabilitation loans and six fix-up, paint-up grants.

**Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)**

*Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.*

The City was successful in carrying out its Strategic Plan and Action Plan during FY 2021-2022. While the City fell short by two of its goal of processing ten rehabilitation loans, and by 68 in assisting residents with fair housing issues, the remaining goals exceeded expectations.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Equal Housing Opportunity	Non-Homeless Special Needs	CDBG: \$38,570	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1250	411	33%	250	182	73%
Housing Preservation and Improvement	Affordable Housing	CDBG: \$112,237	Homeowner Housing Rehabilitated	Household Housing Unit	80	30	37%	16	14	87%
Housing Preservation and Improvement	Affordable Housing	CDBG: \$43,173	Housing Code Enforcement/ Foreclosed Property Care	Household Housing Unit	1250	686	46%	300	319	106%
Improve and Provide Community Facilities	Non-Housing Community Development	CDBG: \$35,400	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1000	236	24%	200	151	75%
Provide Community Services	Non-Housing Community Development	CDBG: \$34,500	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1500	594	40%	300	307	102%

**Table 1 - Accomplishments – Program Year & Strategic Plan to Date**

CAPER

2

**Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.**

The City of Lakewood's Consolidated Plan goals are used as the basis for the budgetary principals that were outlined in the Consolidated Plan. During FY 2021-2022, the City received \$458,894 in CDBG funds, carried over \$549,545.42 in CDBG funds from the prior program years, received \$32,272.80 in program income, as well as \$14,067.89 in CDBG funds returned to the line-of-credit for a total of \$1,054,780.11.

The City spent a total of \$355,580.68 of the CDBG allocation for FY 2021-2022 on activities that include \$43,173 for Code Enforcement, Lakewood's Fair Housing Consultant recieved \$38,570 and Lakewood's subrecipients providng public service recieved \$34,500. The City spent \$112,237 on Rehabilitation Delivery Costs, \$91,700 on Program Administration and \$35,400 on plans for the Weingart Senior Center renovation. All CDBG funds were expended on CDBG eligible activities that include assisting low and moderate income households through home delivered and congregate meals to senior citizens, providing counseling services to abused children, providing hospice care to persons experiencing terminal illness and affirmatively furthering fair housing. At the end of FY 2021-2022, the City has \$699,199.43 to carry over to FY 2022-2023 which is reserved for community facilities improvements at the Weingart Senior Center.

## CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG
White	252
Black or African American	83
Asian	41
American Indian or American Native	6
Native Hawaiian or Other Pacific Islander	4
Other/Multi Racial	166
Asian and White	
American Indian or Alaska Native and White	
American Indian or Alaska Native and Black	
<b>Total</b>	<b>534</b>
Hispanic	227
Not Hispanic	307

**Table 2 – Table of assistance to racial and ethnic populations by source of funds**

### Narrative

The City of Lakewood and it's subrecipients served 338 individuals during FY 2021-2022. The subrecipients include Meals on Wheels, Community Family Guidance, Human Services Association, and Pathways Volunteer Hospice. The City also contracts with a Fair Housing consultant, during FY 2021-2022, a total of 182 households received fair housing services.

Through the City of Lakewood's Single-Family Residential Loan and Grant Programs, 14 extremely low to low income families received assistance in rehabilitating their homes.

## CR-15 - Resources and Investments 91.520(a)

### Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	\$1,054,780	\$355,580

Table 3 - Resources Made Available

### Narrative

The CDBG resources available in FY 2021-2022 include CDBG entitlement, program income received, and carryover funds. During FY 2021-2022, the City of Lakewood expended \$355,580 on CDBG eligible programs and administrative activities. The remainder of resources will be carried over to FY 2022-2023.

### Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
5550.01 BG 1	5.5	5.5	
5550.01 BG 2	5.5	5.5	
5550.01 BG 3	5.5	5.5	
5550.01 BG 4	5.5	5.5	
5550.02 BG 1	5.5	5.5	
5551.02 BG 1	5.5	5.5	
5551.02 BG 2	5.5	5.5	
5551.03 BG 2	5.5	5.5	
5551.04 BG 1	5.5	5.5	
5700.01 BG 2	5.5	5.5	
5700.01 BG 4	5.5	5.5	
5700.03 BG 1	5.5	5.5	
5700.03 BG 3	5.5	5.5	
5700.03 BG 4	5.5	5.5	
5708.03 BG 1	5.5	5.5	
5714.00 BG 3	5.5	5.5	
5715.00 BG 1	5.5	5.5	

Table 4 – Identify the geographic distribution and location of investments

## **Narrative**

The City's housing programs were advertised and made available throughout the City during FY 2021-2022 to assist in the reduction of concentration of low income persons. The program was not directed to one geographical area but to extremely low to low income (0 to 80% of the County MFI) persons and families. The City continues to promote a balanced and integrated community and is committed to providing assistance throughout the City.

The only exception to this policy is that some activities (Code Enforcement, Public Facilities and Street Improvements) are limited to low to moderate income census tracts, which are known as area benefit activities. An area benefit activity is an activity that meets the identified needs of low income persons residing in an area where at least 51 percent of the residents (or less if the exception criteria are applicable) are low income persons.

During FY 2021-2022, an area where at least 44.19 percent of the residents are low to moderate income persons is considered an area where the exception criteria is applied. The benefits of the activity are available to everyone in that area despite their income. A map of these low income census tracts is included in the CAPER. The City has traditionally used 80 percent or more of its CDBG resources to benefit special areas and to operate programs available exclusively to low income people (whereas HUD regulations only require a minimum 70 percent low and moderate benefit for CDBG activities). To achieve this high ratio of low income benefit for its CDBG resources and the compelling need to assist these areas, the City utilized CDBG resources within low income census tracts areas. The allocation of funds is evenly distributed to the targeted census tracts.

## **Leveraging**

**Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.**

While the City does not leverage additional funds, the City offers an annual Neighborhood Clean-Up Program that is operated through the City's Code Enforcement program. The program provides assistance to tenants and property owners in disposing of unsightly and unwanted debris in neighborhoods identified as needing assistance. Each year a total of six clean-up events are scheduled and each event has three or more roll-off bins available to residents in the vicinity of the bin. Neighborhood residents are notified of the event date and community volunteer assistance is provided. A private waste disposal company donated the bins for this FY 2021-2022 event saving the City \$8,761.50 in rental fees.

Lakewood's City facilities that are used to address the needs identified in the plan includes the Weingart Senior Center and Burns Community Center. Both facilities serve Lakewood's senior population. The Weingart Senior Center hosts a wide variety of services for Lakewood's 50 plus population. Services include educational and social engagement programs, fitness programs, special events, passive recreational programs, case management referrals, food assistance programs such as the congregate meals provided by Human Services Association, tax assistance and volunteer opportunities. Burns Community Center provides many services, including Meals on Wheels, senior exercise programs, Continuum of Care, and Mothers At Work, a day care operation.

## CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	16	16
Number of Non-Homeless households to be provided affordable housing units	281	281
Number of Special-Needs households to be provided affordable housing units	0	0
<b>Total</b>	<b>287</b>	<b>295</b>

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	10	36
Number of households supported through Rehab of Existing Units	16	14
Number of households supported through Acquisition of Existing Units	0	0
<b>Total</b>	<b>26</b>	<b>50</b>

Table 6 – Number of Households Supported

**Discuss the difference between goals and outcomes and problems encountered in meeting these goals.**

The City partners with Su Casa Ending Domestic Violence, an organization that provides shelter and services to victims of domestic violence who would otherwise be homeless. Su Casa typically assists 16 households providing shelter. The City also partners with People Assisting the Homeless (PATH) persons with an ultimate goal of permanently housing the homeless. PATH was successful in providing many services such as connecting homeless persons to medical services, veterans benefits, etc.

**Discuss how these outcomes will impact future annual action plans.**

Due to state legislation regarding the construction of ADUs, the impact future Annual Action Plans will include the production of ten new housing units annually as the City anticipates that approximately ten ADUs will be built annually.

**Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.**

<b>Number of Households Served</b>	<b>CDBG Actual</b>	<b>HOME Actual</b>
Extremely Low-income	229	0
Low-income	159	0
Moderate-income	117	0
<b>Total</b>	<b>505</b>	<b>0</b>

**Table 7 – Number of Households Served**

### **Narrative Information**

The table above depicts the number of residents served by Lakewood’s public service programs and home improvement programs. A total of 505 extremely low to low income residents were served and 29 high income residents were also served.

Lakewood’s affordable housing units are not funded through CDBG, however, 18 units of the 281 affordable units are reserved for extremely low income households, 243 units are reserved for low income units and 16 units are reserved for moderate income units. The number of homeless household provided affordable housing is derived from the number of households being served by Su Casa Ending Domestic Violence.

During FY 2021-2022 36 ADU construction projects received final inspection.

### **WORST CASE SCENARIO**

1) The efforts the City of Lakewood takes to address worse case needs includes its partnership with Su Casa Ending Domestic Violence and PATH. PATH conducts outreach to Lakewood’s homeless population, provides services such as connections to medical and mainstream services, and ultimately finds permanent housing.

2) Efforts to foster and maintain affordable housing for extremely low and low income households includes a covenant that does not expire until 2063 with Su Casa Ending Domestic Violence, and two NSP properties located in the City. Additionally, the City is in possession of nine Housing Successor Agency parcels that are slated to be developed with affordable housing. The density of these properties allow for up to 40 affordable units. The City has been engaging with one developer to develop the sites with 37 affordable homes for sale. With COVID-19, the project has been delayed. The City expects to move forward with the development in 2023.

## **CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)**

**Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:**

### **Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

Services are provided to people experiencing homelessness in Lakewood by PATH. Services begin with outreach and continue up to one year after a person is permanently housed. An outreach worker (Lakewood Sheriff) and case manager provide services to Lakewood. Activities in the outreach phase are focused on assessing basic needs (clothing, hygiene products, showers and transportation). Outreach can include assistance obtaining documents necessary for housing i.e., social security card, identification, DD214, proof of income and disability verification. Outreach also includes emergency and temporary housing, liaison and referral to subsidy providers, access to medical and mental health and substance abuse treatment services and primary care home establishment i.e. Department of Mental Health, Veterans Administration, and federally qualified health centers located in the SPA, Benefit establishment assistance for General Relief, Social Security programs, Temporary Assistance to Needy Families, and Veteran's Administration, referral to employment and education services i.e. Goodwill Industries and local centers of the Workforce Investment Board, housing location and re-location assistance.

Once a person is permanently housed retention services can continue up to one year and include household set up assistance, case management including prevention assistance to maintain housing, home visits and linkage to mainstream support services.

### **Addressing the emergency shelter and transitional housing needs of homeless persons**

In 2020, LAHSA released the Los Angeles Continuum of Care Housing Inventory Count. The housing inventory includes emergency shelters, transitional housing, safe havens, permanent supportive housing, rapid re-housing and other forms of permanent housing. According to LAHSA during FY 2020-2021, there were a total of 35,450 units available in Los Angeles County within the above stated categories and 49,965 beds. SPA 7 had a total of 1,669 units available and 2,814 beds.

The City works with community non-profit groups and community based organizations interested in providing transitional housing services to the homeless. The City does not directly provide transitional housing for the homeless; however, the City coordinated efforts to provide information and resources for transitional housing through the Burns Community Center.

Another form of transitional housing in the City is Adult Residential Facilities, Residential Care Facilities for the Elderly, Group Homes and Small Family Homes and is described as follows:

- The City has 16 Adult Residential Facilities that each house up to six adults aged 18-59. The facilities provide 24-hour non-medical care to individuals who may be physically, mentally or developmentally disabled.
- The City has 10 Residential Care Facilities for the Elderly, which each house up to six persons aged 60 or older. These facilities were accepted as transitional housing by the State Department of Housing and Community Development during the FY 2013-2021 Housing Element update.

The City has one Small Family Home that provides 24-hour care for families with less than six children who are in need of assistance because of a physical, mental or developmental disability.

**Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs**

The short-term emergency housing location allows a maximum stay of 30 days providing supportive services to battered women and their children. At this facility, Su Casa has 20 beds and a shelter capacity of 22 to 24 persons. Their support services include food, shower facilities, laundry facilities, mail drop (the site is used as a mailing address), clothing, childcare, transportation, and intensive individual and group counseling for children.

At the second location, Su Casa provides transitional housing for up to one year in an apartment complex, which facilitates residents' ability to adapt to independent living and break the cycle of abuse. The maximum capacity at this facility is 16 persons and the residents are provided counseling, assistance in seeking jobs, schooling, and assistance with the location of permanent housing. Those persons who are employed while residing in the shelter are charged a small percentage of their income, which is saved in an escrow account and used for the costs associated with securing permanent housing.

Admittance to the program is strictly on a referral basis. The City provided funding for the purchase of the Transitional Housing Facility and has secured the transitional shelter with affordable housing covenants, which will expire in December 2063.

**Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

The short-term emergency housing location allows a maximum stay of 30 days providing supportive services to battered women and their children. At this facility, Su Casa has 20 beds and a shelter capacity of 22 to 24 persons. Their support services include food, shower facilities, laundry facilities, mail drop (the site is used as a mailing address), clothing, childcare, transportation, and intensive individual and group counseling for children.

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Admittance to the program is strictly on a referral basis. The City provided funding for the purchase of the Transitional Housing Facility and has secured the transitional shelter with affordable housing covenants, which will expire in December 2063.

## **CR-30 - Public Housing 91.220(h); 91.320(j)**

### **Actions taken to address the needs of public housing**

There are no public housing developments in the City; therefore, funding for FY 2021-2022 does not apply to this section.

### **Actions taken to encourage public housing residents to become more involved in management and participate in homeownership**

There are no public housing developments in the City; therefore, funding for FY 2021-2022 does not apply to this section.

### **Actions taken to provide assistance to troubled PHAs**

There are no public housing developments in the City; therefore, funding for FY 2021-2022 does not apply to this section.

## **CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)**

**Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)**

The City is committed to addressing the negative effects of public policies over which it has control. In order to promote integration and prevent low income concentrations, the City has designed its affordable housing programs to be available Citywide. This priority also serves to make sure that the City does not have any policies, rules, or regulations that would lead to minority or racial concentrations.

Since 1989, Lakewood has demonstrated a willingness to encourage housing development of all types. It has approved several zone changes to allow the construction of housing including General Commercial (C-4) to Multiple Family Residential (M-F-R) to allow for the building of a 201-unit senior citizen apartment complex in 1989, Light Manufacturing (M-1) to Planned Development Single Family (PDSF), to allow for the building of 184 single family residences in 1994, Open Space (O-S) to MFR, to allow for the building of a 85-unit senior citizen apartment complex in 1996, C-4 to MFR, to allow for the conversion of the Cloud Motel into apartments in 1999, Intermediate Commercial (C-3) to PDSF to all a 20 unit single-family residential project in 2003, C-4 to M-F-R in 2014 to allow an existing apartment complex to expand by adding 22 additional apartments, O-S to M-F-R to allow a three-unit condominium project in 2015, and Code amendments to allow for development of a variety of housing types, including those that benefit low and moderate income people.

The City has worked cooperatively within existing legislatively mandated constraints to develop and encourage public policies that foster affordable housing development and assistance. During FY 2018-2019, the City amended its zoning ordinance to allow the construction of Accessory Dwelling Units (ADU) on Single-Family Residentially (R-1) zoned properties as mandated by the State of California. During FY 2021-2022 the City approved the construction of 36 ADUs within the City of Lakewood.

The City makes an effort to fast track projects and process permits in a timely manner. Review policies have been modified to streamline the planing approval process, such as review for ADUs and other single-family addition projects. The City intends to maintain its current posture of openness and willingness to consider new ideas and eliminate any regulatory barriers under its control in the provision of a variety of housing to meet the needs of all income groups.

## **Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)**

The City promoted its housing and community service programs in all areas of the City to ensure all low and moderate income households received notifications of services provided by the City and to address the continuing needs of the underserved population. The City used the Chamber of Commerce, local newspaper, City newsletter, and community events to promote these services. The City, in conjunction with, the Los Angeles County Housing Authority and the Los Angeles County Community Development Department, provided the following services for low and moderate income Renter Households and Owner-occupied Households:

- Referrals for mortgage assistance programs
- Coordination with neighborhood networks to elaborate on the needs of the community
- Code enforcement
- Home Improvement Programs
- Infrastructure improvements
- Provision of Fair Housing Services

**Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)**

No specific actions concerning lead-based paint was taken for FY 2021-2022. To reduce lead-base paint hazards in Lakewood, the City disseminates information and monitors the lead-poisoning data provided by Los Angeles County. In addition, the City's Residential Rehabilitation Program provides funding to low and moderate income households in making necessary improvements and correct code violations.

**Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)**

According to the 2012-2016 American Community Survey (ACS) 5-Year Estimates, it is estimated that approximately 12.48% of the City's population were living below the poverty level. This includes 5.2% in families and 12.1% in female head of household. Lakewood's rate of poverty is significantly lower, when compared to the 17.8% in Los Angeles County and 15.4% in the nation overall.

The County's Department of Public and Social Services administers various programs that provide cash aid and other benefits and services to individuals and families in need. These programs are designed to alleviate hardship and promote family health, personal responsibility, and economic independence. According to the County, the majority of persons who seek these programs are primarily in need of medical assistance and in-home support services.

A fundamental way to reduce poverty is through job creation and enhancement. There are a number of local, state, and federal programs that focus on job creation and retention. The most notable is the State of California's welfare reform plan, known as CalWORKS. CalWORKS is designed to move welfare recipients from dependency to self-sufficiency through employment, and to divert potential recipients from dependency. Job related education and training are provided through the County of Los Angeles, Department of Public and Social Services, as well as the State of California.

During FY 2021-2022, the City's Recreation and Community Services Department referred persons to the County anti-poverty programs described above. In addition, the City coordinated efforts with public and private organizations providing economic development and job training opportunities. Some of these are summarized as follows:

- Southeast Los Angeles County Workforce Investment Board
- California Trade and Commerce Agency-Team California
- California Employment Development Department
- Los Angeles County ROP

The City fostered employment growth through the expansion and rehabilitation of commercial centers located throughout the City. The new and improved commercial centers enhance the economic vitality of the City and work to attract and retain employment opportunities for Lakewood's residents.

**Actions taken to develop institutional structure. 91.220(k); 91.320(j)**

The institutions involved in carrying out the aforesaid Priority actions include the Lakewood Community Development Department, the Housing Authority of the County of Los Angeles, Successor Agency, and private sector owners of rental property. The City, for its part, will promote and encourage fair housing, housing assistance and single-family home rehabilitation through:

- Continued utilization of the services of a Fair Housing Contractor or organization to promote, educate and enforce fair housing in the community.
- Continued use of the Los Angeles County Housing Authority to refer residents who are interested in receiving affordable housing assistance.

Continued use of Successor Agency funds to assist low income homeowners in rehabilitating their homes and in eliminating substandard conditions. The City will continue to encourage the Single Family Residential Rehabilitation Loan and Grant Programs by advertising the programs in a variety of ways.

**Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)**

In FY 2021-2022, the City's housing programs are limited by resources to Housing Rehabilitation and Fair Housing.

The Single Family Residential Rehabilitation Loan and Fix-Up Paint-Up Grant Program are funded with Housing Successor Agency Loan Payback funds. The Section 8 Housing Program is federally funded and is administered entirely by HACOLA. Lakewood's Fair Housing Consultant to referred 53 residents who are interested in affordable housing to contact HACOLA.

**Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)**

For the fiscal year FY 2021-2022, the City, along with the Fair Housing Consultant, affirmatively furthered fair housing and addressed impediments to fair housing by:

1. Held quarterly workshops for tenants and landlords to educate them on their rights and responsibilities.
2. Provided Public Education publications in both English and Spanish outlining the objectives and services of the Fair Housing Program. Information was made available at City Hall and was distributed to community organizations.
3. Provided three speaking engagements to Lakewood audiences who want to learn about the Fair Housing Program goals and services.

4. Provided referral assistance to 53 low and moderate income housing consumers, especially those who are disabled, members of minority groups, the senior population, and those who have been unable to find decent, safe, and sanitary housing.
5. Attended monthly SPA 7 meetings to discuss homeless services and resources.
6. Attended quarterly PATH meetings held by the City of Long Beach Homeless Services coordinator.

## **CR-40 - Monitoring 91.220 and 91.230**

**Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements**

The Consolidated Plan provides the City with a number of benchmarks for measuring its progress toward the five-year goals. The FY 2021-2022 Action Plan is developed with this progress in mind, with quantifiable objectives and measurable outcomes for each of the proposed activities to adequately assess the City's Housing and Community Development accomplishments.

The City follows the monitoring requirements for the use of federal funds as established by HUD. The Community Development Department tracks the City's progress in implementing all of the strategies outlined in the Consolidated Plan. The lead person responsible for the Consolidated Plan preparation and yearly reporting is the Housing Specialist, under the supervision of the Neighborhood Preservation Manager and Director of Community Development.

Careful evaluation of the housing and public service delivery system can be the most effective tool in detecting gaps and making appropriate modifications. The City notifies all subrecipients that annual monitoring of their agency's day-to-day operations will take place to ensure compliance with all CDBG rules and regulations. The City also coordinates with the Fair Housing Organization in the administration of the Fair Housing Program.

The Department's loan portfolio, including loan administration and servicing functions, is managed and tracked by the Community Development Department. Loans are monitored for compliance and regulatory requirements such as affordability restrictions, occupancy and rent requirements, maintenance requirements, and loan repayments.

In addition to this monitoring, the Community Development Department tracks housing unit production through a housing database, which identifies housing projects from concept to completion. This database provides opportunity for staff to respond to City Council and public inquiries regarding the City's progress toward its Regional Housing Needs Goals.

In September 2003, HUD issued a notice to all entitlement grantees encouraging the development and use of a local performance measurement system. This performance measurement system has two critical components - productivity and program impact. Productivity reflects the level of efficiency (quantity, quality, and pace) and program impact reflects the desired outcomes in the community or in the lives of persons assisted.

The City's performance measurement system, as requested by HUD, is modeled from the City of Los Angeles' Matrix of Goals versus Accomplishments by Priority. The matrix collects an array of data, including priority, activity, funding source and amount spent, strategy, goals, and annual and long-term accomplishments. In addition, a performance indicator for each activity is defined. These performance indicators help the City identify if goals are being met and/or if outcomes are being produced. Generally, the performance indicators relate to people, housing units, public facilities, and jobs.

The required tracking matrix is attached to the City's Consolidated Annual Performance Evaluation Report (CAPER). The matrix yields the following outcomes over a five-year period:

- Improved quality of life for CDBG program participants and low and moderate income persons
- Maintained current property values
- Increased percentage of housing units that are standard
- Increased business sales volume

#### **Citizen Participation Plan 91.105(d); 91.115(d)**

##### **Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.**

On August 26, 2022, a notice was published in the [Press Telegram](#) announcing the public hearing before the Lakewood City Council on September 13, 2022 and announced a 15-day public comment period that will conclude on September 13, 2022. Public hearing notices were also posted in three locations within the City.

The Draft CAPER was available for public review at the following locations:

- Lakewood City Hall, Community Development Department, 5050 Clark Avenue, Lakewood, CA 90712
- Lakewood City Hall, City Clerk's Office, 5050 Clark Avenue, Lakewood, CA 90712
- Angelo M. Iacoboni Library, 4990 N. Clark Avenue, Lakewood, CA 90712

The City welcomed any written recommendations, suggestions, or other input. Any opinions or comments related to the CAPER were to be addressed to the following person:

Abel Avalos  
Director of Community Development  
City of Lakewood  
5050 North Clark Avenue  
Lakewood, CA 90712  
(562) 866-9771 extension 2301

All comments received during the 15-day comment period will be submitted to City Council for consideration and recommendation prior to being submitted to HUD.

## **CR-45 - CDBG 91.520(c)**

**Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.**

The City of Lakewood will not be changing any of the program objectives as a result of its experiences during FY 2021-2022.

**Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?**

The City of Lakewood does not have any open Brownfields Economic Development Initiative grants.

**[BEDI grantees] Describe accomplishments and program outcomes during the last year.**

N/A

## CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

Total Labor Hours	CDBG	HOME	ESG	HOPWA	HTF
Total Number of Activities	0	N/A	N/A	N/A	N/A
Total Labor Hours	0	N/A	N/A	N/A	N/A
Total Section 3 Worker Hours	0	N/A	N/A	N/A	N/A
Total Targeted Section 3 Worker Hours	0	N/A	N/A	N/A	N/A

**Table 8 – Total Labor Hours**

Qualitative Efforts - Number of Activities by Program	CDBG	HOME	ESG	HOPWA	HTF
Outreach efforts to generate job applicants who are Public Housing Targeted Workers	0	N/A	N/A	N/A	N/A
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.	0	N/A	N/A	N/A	N/A
Direct, on-the job training (including apprenticeships).	0	N/A	N/A	N/A	N/A
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.	0	N/A	N/A	N/A	N/A
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).	0	N/A	N/A	N/A	N/A
Outreach efforts to identify and secure bids from Section 3 business concerns.	0	N/A	N/A	N/A	N/A
Technical assistance to help Section 3 business concerns understand and bid on contracts.	0	N/A	N/A	N/A	N/A
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.	0	N/A	N/A	N/A	N/A
Provided or connected residents with assistance in seeking employment including: drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.	0	N/A	N/A	N/A	N/A
Held one or more job fairs.	0	N/A	N/A	N/A	N/A
Provided or connected residents with supportive services that can provide direct services or referrals.	0	N/A	N/A	N/A	N/A
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.	0	N/A	N/A	N/A	N/A
Assisted residents with finding child care.	0	N/A	N/A	N/A	N/A
Assisted residents to apply for, or attend community college or a four year educational institution.	0	N/A	N/A	N/A	N/A
Assisted residents to apply for, or attend vocational/technical training.	0	N/A	N/A	N/A	N/A
Assisted residents to obtain financial literacy training and/or coaching.	0	N/A	N/A	N/A	N/A
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.	0	N/A	N/A	N/A	N/A
Provided or connected residents with training on computer use or online technologies.	0	N/A	N/A	N/A	N/A
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.	0	N/A	N/A	N/A	N/A
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.	0	N/A	N/A	N/A	N/A
Other.	0	N/A	N/A	N/A	N/A

**Table 9 – Qualitative Efforts - Number of Activities by Program**

### Narrative

The City did not fund any activities using CDBG funds requiring Section 3 reporting.

## REPORTING PERIOD JULY 1, 2021 - JUNE 30, 2022

CDBG	Entitlement	Budgeted	Amount Spent (Expenditure)
	\$458,894	\$1,054,780.11	\$355,580.68

\*The actual budgeted CDBG amount includes \$549,545.42 in unexpended funds at the end of the previous program year, \$32,272.80 in program income and \$14,067.89 in returned funds to the line-of-credit.

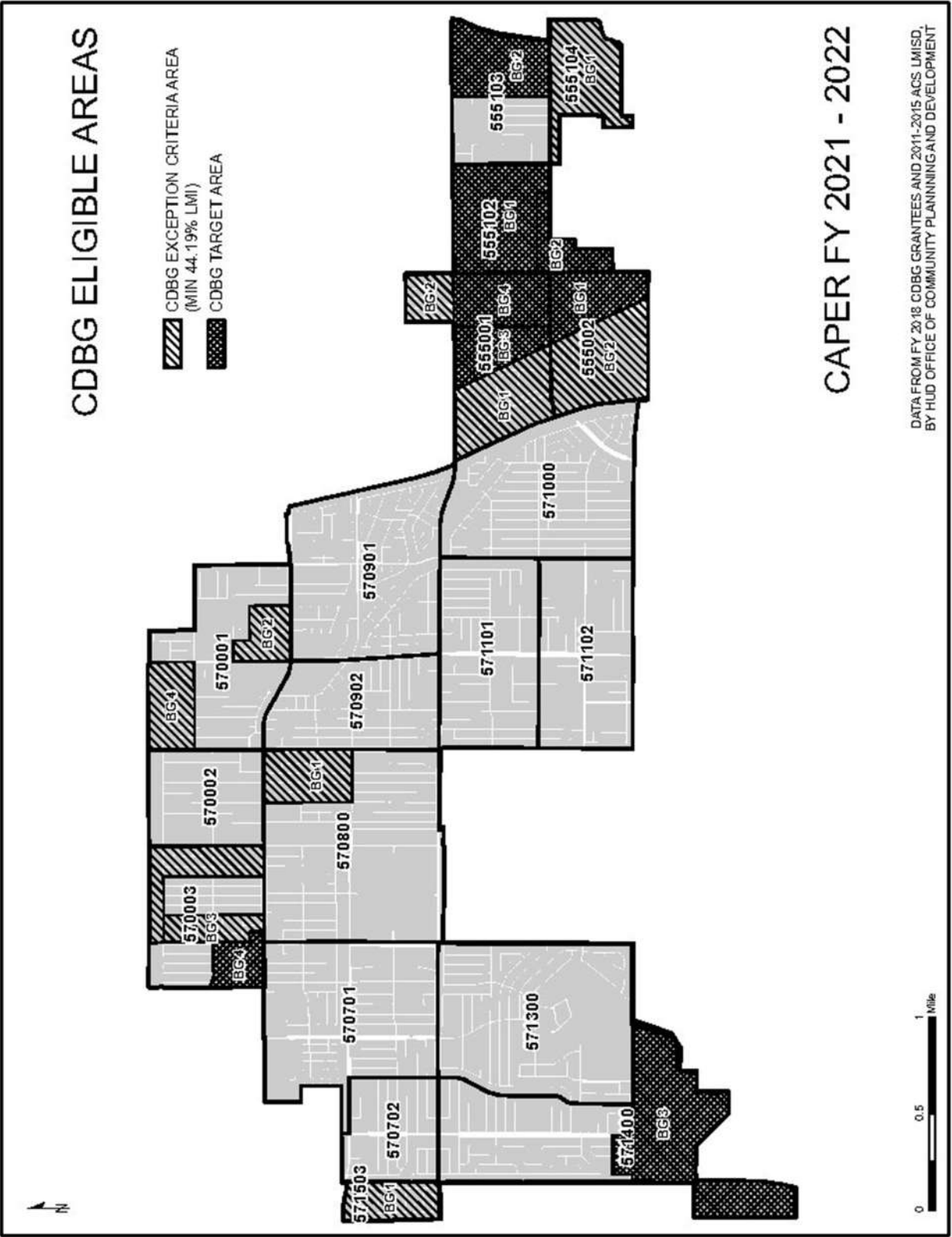
### NARRATIVE CONCERNING USE OF CDBG FUNDS:

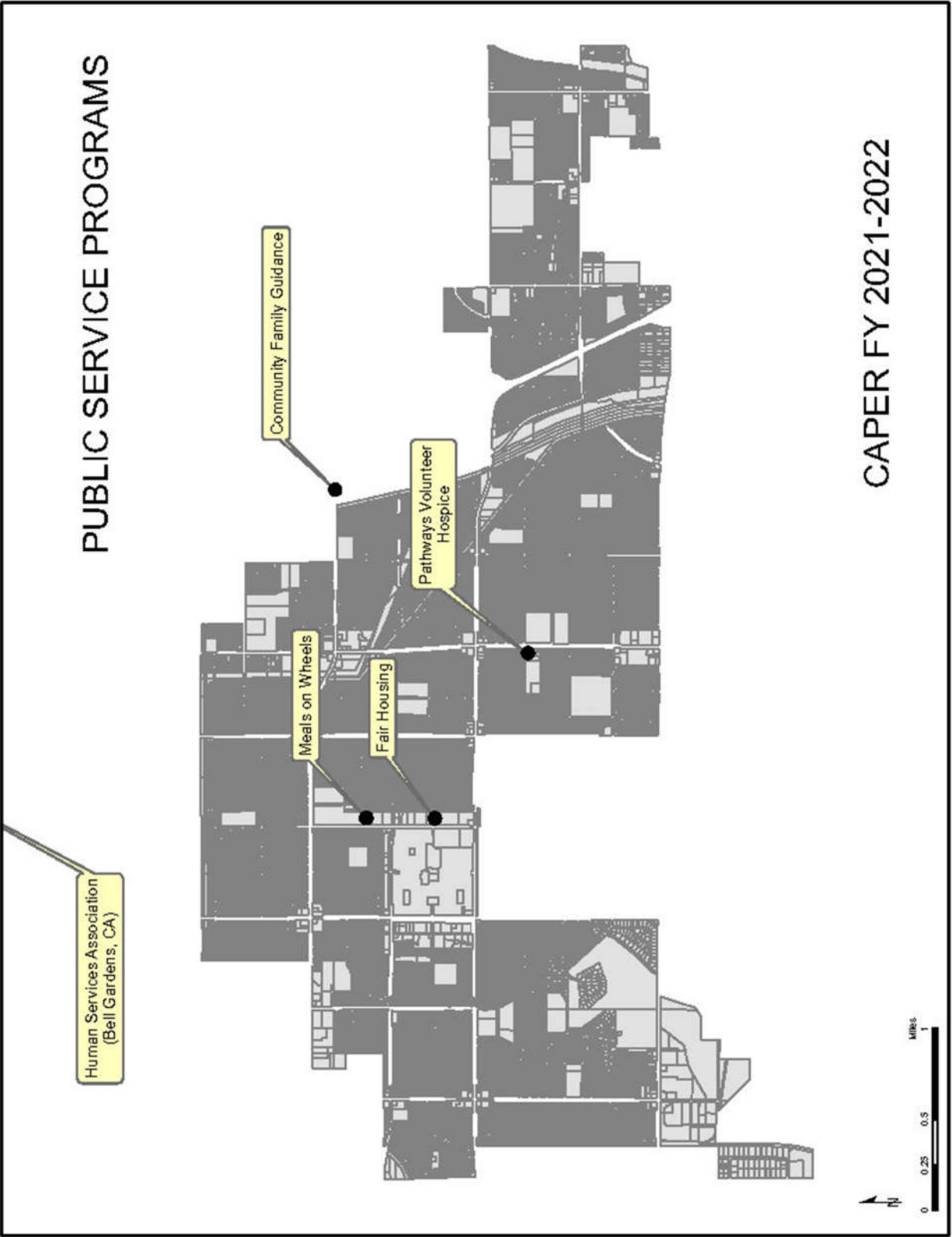
- a. All CDBG funds except for Planning/Administration were used for activities that benefited low and moderate income persons.
- b. The City carried out its planned actions described in its Action Plan and followed its HUD approved Consolidated Plan. The City pursued all resources it said it would pursue. The City refers interested residents to California Housing Finance Agency program for first time home buyers assistance.
- c. All of the City's entitlement grant funds were used exclusively for one or more of the three national objectives.
- d. The source of program income is repayment of single-family rehabilitation loans. For FY 2021-2022 actual program income received was \$32,272.80.

The City will carry over \$699,199.43 of FY 2021-2022 CDBG funds. These funds have been budgeted for the Weingart Senior Center Improvement project.

# APPENDIX

- Map of CDBG Eligible Areas
- Map of Public Service Providers
- Homeless Shelters, Transitional and Permanent Housing within Nearby Gateway Cities
- Code Enforcement Summary Report
- PR26 Report
- Published Notice





PUBLIC SERVICE PROGRAMS

CAPER FY 2021-2022

**Homeless Shelter, Transitional Housing and Permanent Housing  
Within Nearby Gateway Cities**

City	Name of Facility and Address	Target Population
Bell	The Salvation Army Crisis Housing at Bell Shelter 5600 Rickenbacker Rd Building 1-E 90201 (323) 263-1206 Crisis	Adults
	The Salvation Army Transitional Housing at Bell Shelter 5600 Rickenbacker Rd Building 2-A 90201 (323) 263-1206	Adults
Bellflower	Southern California Alcohol & Drug Programs, Inc. Angel Step Too Transitional Housing 16314 Cornuta Avenue (562) 461-9272	Domestic Violence Drug & Alcohol Abuse Women and Children Under 9 months
Compton	Shields For Families 3221 Alameda St (323) 242-5000	Families
	Shields For Families 215 S Acaia Ave (323) 605-1700	Families
	Shields For Families 1315 Bullis Rd #15 (323) 668-9091	Families
	Jordan's Disciples Community Service 1616 E Pine St (323) 577-5941	Women and Children
Downey	Southern California Alcohol & Drug Programs, Inc. Positive Steps 11501 Dolan St (562) 923-7894	Substance Abuse Men
Lakewood	Su Casa Family Crisis & Support Center Su Casa Family Crisis & Support Center - 30 Day Shelter Confidential Site	Women and Children-Domestic Violence
	Su Casa Family Crisis & Support Center Su Casa Family Crisis & Support Center - Transitional Housing Confidential Site	Women and Children-Domestic Violence

Long Beach	1736 Family Crisis Center Domestic Violence Shelter Confidential Site	Domestic Violence
	Catholic Charities of Los Angeles, Inc 123 E 14th St (213) 251-3432	Families
	Disabled Resources Center, Inc Motel Vouchers Program 2750 East Spring St Ste 100 (562) 427-1000	Disabled
	United States Veterans Initiative, Inc Villages at Cabrillo 2001 River Ave (562) 200-7300	Veterans

FY 2021-2022 Code Enforcement Cases Within CDBG Eligible Areas					
ID	ADDRESS	ID	ADDRESS	ID	ADDRESS
1	11525 Walcroft Street	45	5439 Montair Avenue	89	2107 Del Bay Street
2	20933 Longworth Street	46	5439 Hersholt Avenue	90	5322 Pearce Avenue
3	5917 Castana Avenue	47	5439 Montair Avenue	91	11867 206th Street
4	5218 Meadow Wood Avenue	48	21529 Pioneer Boulevard	92	21243 Wilder Avenue
5	5439 Hersholt Avenue	49	12403 Gradwell Street	93	2770 Carson Street
6	20339 Wilder Avenue	50	21525 Pioneer Boulevard	94	2500 Carson Street
7	20723 Elaine Avenue	51	5937 Clark Avenue	95	5037 Ponderosa Court
8	21023 Gridley Avenue	52	11533 216th Street	96	11304 Lemming Street
9	21237 Longworth Avenue	53	5832 Bonfair Avenue	97	11305 Lemming Street
10	21309 Haaton Place	54	12012 Lemming Street	98	20809 Longworth Avenue
11	5046 La Jara Court	55	11609 208th Street	99	20818 Longworth Avenue
12	5713 Ashworth Street	56	21404 Seeley Place	100	2107 Del Bay Street
13	6116 Whitewood Avenue	57	21408 Seeley Place	101	5731 Fanwood Avenue
14	6123 Edgefield Street	58	21411 Seeley Place	102	5703 Bellflower Boulevard
15	6002 Pepperwood Avenue	59	5333 Montair Avenue	103	12542 Chadwell Street
16	6116 Whitewood Avenue	60	5423 Hersholt Avenue	104	21403 Seeley Place
17	20343 Callaway Avenue	61	5439 Hersholt Avenue	105	11867 206th Street
18	21325 Rossford Avenue	62	21403 Seeley Place	106	20702 Elaine Avenue
19	5825 Hersholt Avenue	63	11403 215th Street	107	11401 Carson Street
20	6161 Pepperwood Avenue	64	11419 214th Street	108	11609 206th Street
21	3120 Carson Street	65	11424 215th Street	109	11840 Centralia Street
22	12632 Chadwell Street	66	11426 215th Street	110	Carson Street & LB Towne Center
23	5826 Hersholt Avenue	67	11609 208th Street	111	Pioneer Boulevard & 216th Street
24	5832 Hersholt Avenue	68	11625 208th Street	112	11539 215th Street
25	5835 Hersholt Avenue	69	11625 208th Street	113	11610 207th Street
26	5842 Hersholt Avenue	70	11727 Carson Street	114	5623 Hersholt Avenue
27	5409 Montair Avenue	71	20408 Clarkdale Avenue	115	20012 Fallon Avenue
28	5413 Hersholt Avenue	72	20802 Roseton Avenue	116	11644 Walcroft Street
29	6008 Pepperwood Avenue	73	5439 Montair Avenue	117	11400 215th Street
30	20802 Pioneer Boulevard	74	5439 Hersholt Avenue	118	20723 Arline Avenue
31	11854 207th Street	75	21529 Pioneer Boulevard	119	5713 Ashworth Street
32	11858 207th Street	76	12403 Gradwell Street	120	5939 South Street
33	20209 Jersey Avenue	77	5937 Clark Avenue	121	6107 Ibbetson Avenue
34	20706 Pioneer Boulevard	78	11533 216th Street	122	6117 Ibbetson Avenue
35	20729 Seine Avenue	79	5832 Bonfair Avenue	123	11755 Carson Street
36	20820 Arline Avenue	80	12012 Lemming Street	124	20770 Arline Avenue
37	20824 Arline Avenue	81	21404 Seeley Place	125	20927 Pioneer Boulevard
38	5745 Spahn Avenue	82	21408 Seeley Place	126	20842 Arline Avenue
39	5829 Lakewood Boulevard	83	21411 Seeley Place	127	2021 Del Hollow Street
40	5830 Bonfair Avenue	84	5333 Montair Avenue	128	5742 Ashworth Street
41	6116 Whitewood Avenue	85	5642 Hersholt Avenue	129	5908 Edgefield Street
42	6158 Adenmoor Avenue	86	21403 Seeley Place	130	12317 211th Street
43	11455 Carson Street	87	11403 215th Street	131	21424 Wardham Avenue
44	6116 Whitewood Avenue	88	11419 214th Street	132	11304 Lemming Street

ID	ADDRESS	ID	ADDRESS	ID	ADDRESS
133	20545 Vendale Drive	179	536 Hedda Avenue	225	12635 Stillman Street
134	20818 Longworth Avenue	180	11943 207th Street	226	12638 Chadwell Street
135	20307 Jersey Avenue	181	12638 Chadwell Street	227	20407 Sylvanwood Avenue
136	11512 215th Street	182	20303 Devlin Avenue	228	21017 Alburdis Avenue
137	11537 216th Street	183	20818 Seine Avenue	229	5736 Lorelei Avenue
138	11539 215th Street	184	21017 Alburdis Avenue	230	11637 207th Street
139	11539 215th Street	185	3120 Carson Street	231	20161 Pioneer Boulevard
140	20209 Los Coyotes Boulevard	186	11603 Stangate Avenue	232	20161 Pioneer Boulevard
141	20409 Roseton Avenue	187	5203 Elderhall Avenue	233	20818 Alburdis Avenue
142	21411 Seeley Place	188	20818 Longworth Avenue	234	20927 Gridley Road
143	5529 Ashworth Street	189	21324 Rossford Avenue	235	20927 Norwalk Boulevard
144	5713 Ashworth Street	190	20517 Gordon Place	236	Gridley Road & Chadwell Street
145	11455 Carson Street	191	20603 Alburdis Avenue	237	20643 Longworth Avenue
146	11761 Carson Street	192	Walcroft St and Alburdis Ave	238	11533 216th Street
147	20714 Alburdis Avenue	193	20915 Pioneer Boulevard	239	5833 Hayter Avenue
148	20927 Norwalk Boulevard	194	11533 216th Street	240	20416 Pioneer Boulevard
149	5963 Clark Avenue	195	11533 216th Street	241	21002 Longworth Avenue
150	11810 Centralia Street	196	5842 Woodruff Avenue	242	5963 Clark Avenue
151	21003 Bloomfield Avenue	197	11885 Centralia Street	243	5761 Ashworth Street
152	6054 Pennswood Avenue	198	20416 Pioneer Boulevard	244	12355 Tilbury Street
153	20524 Pioneer Boulevard	199	20821 Norwalk Boulevard	245	11889 209th Street
154	21424 Wardham Avenue	200	21330 Rossford Avenue	246	12355 Tilbury Street
155	6103 Whitewood Avenue	201	5844 Sunfield Avenue	247	12608 211th Street
156	20909 Pioneer Boulevard	202	21333 Haston Place	248	20614 Arline Avenue
157	21411 Seeley Place	203	11531 216th Street	249	20821 Seine Avenue
158	11625 208th Street	204	20928 Nectar Avenue	250	6132 Eastbrook Avenue
159	20707 Seine Avenue	205	20411 Roseton Avenue	251	5917 Castana Avenue
160	20726 Nectar Avenue	206	12638 Chadwell Street	252	20525 Pioneer Boulevard
160	20729 Seine Avenue	207	20821 Norwalk Boulevard	253	20933 Callaway Avenue
162	20829 Elaine Avenue	208	11605 209th Street	254	21001 Longworth Avenue
163	20836 Elaine Avenue	209	12638 Chadwell Street	255	21024 Gridley Road
164	20929 Nectar Avenue	210	20209 Los Coyotes Diagonal	256	21024 Gridley Road
165	5541 Bellflower Boulevard	211	21017 Alburdis Avenue	257	5823 Hayter Avenue
166	11734 209th Street	212	3120 Carson Street	258	5829 Hayter Avenue
167	11742 209th Street	213	5949 South Street	259	5833 Hayter Avenue
168	20807 Elaine Avenue	214	20411 Roseton Avenue	260	21010 Hawaiian Avenue
169	21004 Pioneer Boulevard	215	20534 Harvest Avenue	261	5732 Lorelei Avenue
170	11620 209th Street	216	11355 Walcroft Street	262	11755 Carson Street
171	6103 Whitewood Avenue	217	11531 216th Street	263	11755 Carson Street
172	11620 209th Street	218	11533 216th Street	264	Mapes Ave & Del Amo Blvd
173	5949 Sunfield Avenue	219	11533 216th Street	265	20405 Gordon Avenue
174	20927 Norwalk Boulevard	220	12603 Stillman Street	266	12608 214th Street
175	20928 Nectar Avenue	221	12611 Stillman Street	267	21002 Longworth Avenue
176	6101 Coldbrook Avenue	222	12612 Stillman Street	268	11723 Del Amo Boulevard
177	20511 Pioneer Boulevard	223	12629 Stillman Street	269	11604 206th Street
178	21010 Hawaiian Avenue	224	12630 Stillman Street	270	20535 Devlin Avenue

ID	ADDRESS	ID	ADDRESS
271	21002 Longworth Avenue	317	21010 Hawaiian Avenue
272	12603 Walcroft Avenue	318	209th Street/Pioneer Blvd
273	11519 215th Street	319	215th Street/ Claretta Ave
274	12622 211th Street		
275	11562 215th Street		
276	11650 Walcroft Street		
277	11656 215th Street		
278	12546 Elvins Street		
279	12664 Renville Street		
280	21002 Longworth Avenue		
281	21504 Roseton Avenue		
282	2770 Carson Street		
283	4143 Andy Street		
284	5721 Bellflower Boulevard		
285	5964 Castana Avenue		
286	11531 205th Street		
287	11949 Centralia Street		
288	20723 Elaine Avenue		
289	20807 Seine Avenue		
290	20811 Seine Avenue		
291	21010 Hawaiian Avenue		
292	21011 Wardham Avenue		
293	5218 Meadow Wood Avenue		
294	2770 Carson Street		
295	5903 Arabella		
296	20433 Sylvanwood Avenue		
297	11212 Stork Place		
298	21025 Gridley Road		
299	<del>5215 Meadow Wood Avenue</del>		
300	6032 Whitewood Avenue		
301	11512 215th Street		
302	11512 215th Street		
303	5702 Spahn Avenue		
304	5715 Spahn Avenue		
305	5949 South Street		
306	6145 Pepperwood Avenue		
307	10974 Del Amo Boulevard		
308	5044 La Jara Court		
309	11108 Del Amo Boulevard		
310	20400 Longworth Avenue		
311	21012 Claretta Avenue		
312	2128 Lark Bay Avenue		
313	11355 Walcroft Street		
314	12622 Stillman Street		
315	21010 Hawaiian Avenue		
316	21010 Hawaiian Avenue		



Office of Community Planning and Development  
U.S. Department of Housing and Urban Development  
Integrated Disbursement and Information System  
PR26 - CDBG Financial Summary Report  
Program Year 2021  
Lakewood, CA

DATE: 09-06-22  
TIME: 10:17  
PAGE: 1

**PART I: SUMMARY OF CDBG RESOURCES**

01 UNEXPENDED CDBG FUNDS AT END OF PREVIOUS PROGRAM YEAR	549,545.42
02 ENTITLEMENT GRANT	458,894.00
03 SURPLUS URBAN RENEWAL	0.00
04 SECTION 108 GUARANTEED LOAN FUNDS	0.00
05 CURRENT YEAR PROGRAM INCOME	12,272.80
05a CURRENT YEAR SECTION 108 PROGRAM INCOME (FOR SI TYPE)	0.00
06 FUNDS RETURNED TO THE LINE-OF-CREDIT	14,067.89
06a FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT	0.00
07 ADJUSTMENT TO COMPUTE TOTAL AVAILABLE	0.00
08 TOTAL AVAILABLE (SUM, LINES 01-07)	1,054,780.11

**PART II: SUMMARY OF CDBG EXPENDITURES**

09 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	263,880.68
10 ADJUSTMENT TO COMPUTE TOTAL AMOUNT SUBJECT TO LOW/MOD BENEFIT	0.00
11 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 09 + LINE 10)	263,880.68
12 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	51,700.00
13 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	0.00
14 ADJUSTMENT TO COMPUTE TOTAL EXPENDITURES	0.00
15 TOTAL EXPENDITURES (SUM, LINES 11-14)	355,580.68
16 UNEXPENDED BALANCE (LINE 08 - LINE 15)	699,199.43

**PART III: LOW/MOD BENEFIT THIS REPORTING PERIOD**

17 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
18 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	0.00
19 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	151,643.18
20 ADJUSTMENT TO COMPUTE TOTAL LOW/MOD CREDIT	0.00
21 TOTAL LOW/MOD CREDIT (SUM, LINES 17-20)	151,643.18
22 PERCENT LOW/MOD CREDIT (LINE 21/LINE 11)	57.47%

**LOW/MOD BENEFIT FOR MULTI-YEAR CERTIFICATIONS**

23 PROGRAM YEARS (PY) COVERED IN CERTIFICATION	FY: PY: PY:
24 CUMULATIVE NET EXPENDITURES SUBJECT TO LOW/MOD BENEFIT CALCULATION	0.00
25 CUMULATIVE EXPENDITURES BENEFITTING LOW/MOD PERSONS	0.00
26 PERCENT BENEFIT TO LOW/MOD PERSONS (LINE 25/LINE 24)	0.00%

**PART IV: PUBLIC SERVICE (PS) CAP CALCULATIONS**

27 DISBURSED IN IDIS FOR PUBLIC SERVICES	13,069.76
28 PS UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
29 PS UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
30 ADJUSTMENT TO COMPUTE TOTAL PS OBLIGATIONS	0.00
31 TOTAL PS OBLIGATIONS (LINE 27 + LINE 28 - LINE 29 + LINE 30)	13,069.76
32 ENTITLEMENT GRANT	458,894.00
33 PRIOR YEAR PROGRAM INCOME	80,500.98
34 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PS CAP	0.00
35 TOTAL SUBJECT TO PS CAP (SUM, LINES 32-34)	539,394.98
36 PERCENT FUNDS OBLIGATED FOR PS ACTIVITIES (LINE 31/LINE 35)	13.55%

**PART V: PLANNING AND ADMINISTRATION (PA) CAP**

37 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	51,700.00
38 PA UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
39 PA UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
40 ADJUSTMENT TO COMPUTE TOTAL PA OBLIGATIONS	0.00
41 TOTAL PA OBLIGATIONS (LINE 37 + LINE 38 - LINE 39 + LINE 40)	51,700.00
42 ENTITLEMENT GRANT	458,894.00
43 CURRENT YEAR PROGRAM INCOME	12,272.80
44 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PA CAP	0.00
45 TOTAL SUBJECT TO PA CAP (SUM, LINES 42-44)	491,166.80
46 PERCENT FUNDS OBLIGATED FOR PA ACTIVITIES (LINE 41/LINE 45)	18.67%



Office of Community Planning and Development  
U.S. Department of Housing and Urban Development  
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LINE 17 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 17  
Report returned no data.

LINE 18 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 18  
Report returned no data.

LINE 19 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 19

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2019	9	348	6642508	Weingart Senior Center Improvements	03A	LMC	\$33,250.00
2019	9	348	6648870	Weingart Senior Center Improvements	03A	LMC	\$2,150.00
					03A	Matrix Code	\$35,400.00
2021	4	370	6642508	Meals on Wheels	05A	LMC	\$3,333.32
2021	4	370	6648870	Meals on Wheels	05A	LMC	\$4,999.98
2021	4	370	6669178	Meals on Wheels	05A	LMC	\$1,666.70
2021	5	371	6642508	Pathways Volunteer Hospice	05A	LMC	\$3,333.30
2021	5	371	6648870	Pathways Volunteer Hospice	05A	LMC	\$3,333.30
2021	5	371	6669178	Pathways Volunteer Hospice	05A	LMC	\$1,333.32
2021	6	372	6642508	Human Services Association	05A	LMC	\$2,833.32
2021	6	372	6648870	Human Services Association	05A	LMC	\$4,249.98
2021	6	372	6669178	Human Services Association	05A	LMC	\$1,416.66
					05A	Matrix Code	\$26,499.88
2021	2	368	6642508	Fair Housing	05J	LMC	\$15,997.90
2021	2	368	6648870	Fair Housing	05J	LMC	\$9,673.74
2021	2	368	6669178	Fair Housing	05J	LMC	\$12,898.32
					05J	Matrix Code	\$38,569.96
2021	3	369	6642508	Community Family Guidance	05N	LMC	\$3,333.30
2021	3	369	6648870	Community Family Guidance	05N	LMC	\$3,333.30
2021	3	369	6669178	Community Family Guidance	05N	LMC	\$1,333.32
					05N	Matrix Code	\$7,999.92
2021	1	367	6642508	Code Enforcement	15	LMA	\$22,524.96
2021	1	367	6648870	Code Enforcement	15	LMA	\$16,082.20
2021	1	367	6669178	Code Enforcement	15	LMA	\$4,566.26
					15	Matrix Code	\$43,173.42
Total							\$151,643.18

LINE 27 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 27

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity to prevent, prepare for, and respond to Coronavirus	Activity Name	Grant Number	Fund Type	Matrix Code	National Objective	Drawn Amount
2021	4	370	6642508	No	Meals on Wheels	B21MC080521	EN	05A	LMC	\$3,333.32
2021	4	370	6648870	No	Meals on Wheels	B21MC080521	EN	05A	LMC	\$4,999.98
2021	4	370	6669178	No	Meals on Wheels	B21MC080521	EN	05A	LMC	\$1,888.70
2021	5	371	6642508	No	Pathways Volunteer Hospice	B21MC080521	EN	05A	LMC	\$3,333.30
2021	5	371	6648870	No	Pathways Volunteer Hospice	B21MC080521	EN	05A	LMC	\$3,333.30
2021	5	371	6669178	No	Pathways Volunteer Hospice	B21MC080521	EN	05A	LMC	\$1,333.32
2021	6	372	6642508	No	Human Services Association	B21MC080521	EN	05A	LMC	\$2,833.32
2021	6	372	6648870	No	Human Services Association	B21MC080521	EN	05A	LMC	\$4,249.98
2021	6	372	6669178	No	Human Services Association	B21MC080521	EN	05A	LMC	\$1,416.66
								05A	Matrix Code	\$26,499.88
2021	2	368	6642508	No	Fair Housing	B21MC080521	EN	05J	LMC	\$15,997.90
2021	2	368	6648870	No	Fair Housing	B21MC080521	EN	05J	LMC	\$9,673.74
2021	2	368	6669178	No	Fair Housing	B21MC080521	EN	05J	LMC	\$12,898.32
								05J	Matrix Code	\$38,569.96
2021	3	369	6642508	No	Community Family Guidance	B21MC080521	EN	05N	LMC	\$3,333.30
2021	3	369	6648870	No	Community Family Guidance	B21MC080521	EN	05N	LMC	\$3,333.30
2021	3	369	6669178	No	Community Family Guidance	B21MC080521	EN	05N	LMC	\$1,333.32
								05N	Matrix Code	\$7,999.92
Total				No	Activity to prevent, prepare for, and respond to Coronavirus					\$73,069.76

LINE 37 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 37

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2021	8	374	6642508	Program Administration	20		\$91,700.00

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2020	8	363	6588177	Program Administration	20	Matrix Code	\$91,700.00
2020	8	363	6674972	Program Administration	21A		<del>(\$14,087.89)</del>
					21A		\$14,087.89
					21A	Matrix Code	\$0.00
<b>Total</b>							<b>\$91,700.00</b>

**NOTICE OF PUBLIC HEARING FOR FY  
2021-2022 CONSOLIDATED ANNUAL  
PERFORMANCE AND EVALUATION REPORT  
AND 15-DAY COMMENT PERIOD**

**NOTICE IS HEREBY GIVEN** that on Tuesday, September 13, 2022, a Public Hearing will be held before the City of Lakewood's City Council for citizen comments on the City's Consolidated Annual Performance and Evaluation Report (CAPER) for the Fiscal Year (FY) July 1, 2021 - June 30, 2022. The CAPER is an assessment of the effectiveness of the City of Lakewood's performance during the reporting period of FY 2021 - 2022, and the achievement of its five-year strategy objectives and priorities as described in the Consolidated Plan.

The CAPER will be available for public review during the 15-day comment period beginning Friday, August 26, 2022. The City of Lakewood welcomes any written recommendations, suggestions, or other input on the CAPER.

The City of Lakewood intends to provide reasonable accommodations in accordance with the Americans with Disabilities Act of 1990. If special accommodations are required, please call Carolyn Lehouillier, Housing Specialist, at (562) 866-9771, extension 2320, at least 48 hours prior to the Public Hearing.

Citizens wishing to comment on the FY 2021 - 2022 CAPER may be heard at the September 13, 2022 Public Hearing or may do so in writing and be received by September 12, 2022 to:

City of Lakewood  
Community Development Department  
5050 Clark Avenue  
Lakewood, CA 90712  
Attention: Carolyn Lehouillier  
Housing Specialist

**NOTICE IS FURTHER GIVEN** that said Public Hearing will be held Tuesday, September 13, 2022, at 7:30 p.m. in the Council Chambers at the Civic Centre, 5000 Clark Avenue, Lakewood, California 90712. All interested persons may attend at said time and testify in this matter. The current proposed CAPER is available for review online at [www.lakewoodcity.org](http://www.lakewoodcity.org), in the City Clerk's office and Community Development Department at Lakewood City Hall, 5050 Clark Avenue, Lakewood, California, and at Iacoboni Library, 4990 Clark Avenue, Lakewood California.

**NOTICE IS FURTHER GIVEN** that if you challenge the aforementioned action in court, you may be limited to raise only those issues you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the City, at or prior to the Public Hearing.

Thaddeus McCormack  
Dated this 26th day of August, 2022  
City Manager, City of Lakewood  
Send Proof of Publication to:

Helene Knight  
City of Lakewood  
5050 Clark Avenue  
Lakewood, CA 90712  
562-866-9771, extension 2303  
[hknight@lakewoodcity.org](mailto:hknight@lakewoodcity.org)

Long Beach Press-Telegram  
Published: 8/26/22

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

*Legislation*

## **COUNCIL AGENDA**

September 13, 2022

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

**SUBJECT:** Appointment of Measure L Citizens Oversight Committee Members

### **INTRODUCTION**

Measure L Citizens Oversight Committee (COC) members serve a two year term, and it is necessary to appoint committee members whose terms commence on July 1, 2022 and end on June 30, 2024.

The COC is composed of 7 total members, with 2 standing members and 5 appointed members. The 2 standing members are filled by a Chamber of Commerce representative and a non-profit group representative, and the 5 appointed members are composed of a representative appointed by each of the City Council members that represent youth, seniors, Neighborhood Watch, businesses and at-large.

### **STATEMENT OF FACT**

The following are proposed members of the Measure L COC:

#### **1. Standing Members**

##### **a. Greater Lakewood Chamber of Commerce Representative**

The Greater Lakewood Chamber of Commerce has elected to nominate the current chairperson of the Board of Directors (or his or her designee) as their representative on the COC. Mr. Bradlee Crihfield is the current Board Chair. Mr. Crihfield is a Lakewood resident and is a small business owner.

##### **b. Non-profit Group Representative**

A randomized drawing was conducted to determine which of the 21 service organizations that were honored as “Legends of Lakewood” will represent the non-profit groups on the COC. The Lakewood Women’s Club were selected, and their designated representative is Ms. Rose Nelson. Ms. Nelson is a retired registered nurse and has been a resident of Lakewood since 2018.

#### **2. Appointed Members**


##### **a. Mayor Steve Croft was assigned to appoint a member representing the “Neighborhood Watch” group. His appointee is Mr. Ahmed Rafi. Mr. Rafi is a long time Lakewood resident and retired aerospace engineer. He is also a neighborhood watch captain.**

- b. Vice Mayor Ariel Pe was assigned to appoint an “at-large” member. His appointee is Ms. Jeannie Clark. Ms. Clark is a long time resident of Lakewood and is a member of the Lakewood Rotary Club. She is a CPA and a partner for a small business firm in Long Beach and has worked in public accounting for over 30 years.
- c. Council Member Jeff Wood was assigned to appoint a member representing the business community. His appointee is Mr. Ron Piazza. Until his retirement in April 2020, Mr. Piazza served on the City Council for 7 years and served as mayor in 2016. Ron is also a franchise owner of several McDonalds restaurants in the area, with the very first restaurant he purchased being in Lakewood. He is deeply involved in the community, having served on many service organizations throughout the years.
- d. Council Member Todd Rogers was assigned to appoint a member representing the “Senior” group. His appointee is Mrs. Crystal Jones-Duncan. Mrs. Jones-Duncan has lived in the city for 21 years. She currently works as a manager for Verizon. Prior to Verizon, Mrs. Jones-Duncan worked for the Long Beach Unified School District managing budgets for a high school and middle school. She is currently the vice chair of the Committee.
- e. Council Member Cassandra Chase was assigned to appoint a member representing “Youth” groups. Her appointee is Ms. Valerie Youell.

## **RECOMMENDATION**

It is recommended that the City Council approve the member appointments for the Measure L Citizens Oversight Committee.

  
Paolo Beltran  
Deputy City Manager

  
Thaddeus McCormack  
City Manager

RESOLUTION NO. 2022-61

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
LAKEWOOD APPOINTING MEMBERS OF THE VARIOUS  
COMMISSIONS OF THE CITY OF LAKEWOOD

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

SECTION 1. The following residents of the City of Lakewood are hereby appointed members of the Community Safety Commission for a term of two years terminating with the second Council meeting following the next general municipal election:

SECTION 2. The following residents of the City of Lakewood are hereby appointed members of the Planning and Environment Commission for a term of two years terminating with the second Council meeting following the next general municipal election:

SECTION 3. The following residents of the City of Lakewood are hereby appointed members of the Recreation and Community Services Commission for a term of two years terminating with the second Council meeting following the next general municipal election:

SECTION 4. This Resolution shall be effective on the 9th day of August, 2022. No appointment herein shall be effective until said members take the Constitutional Oath of Office.

ADOPTED AND APPROVED THIS 9TH DAY OF AUGUST, 2022.

---

Mayor

ATTEST:

---

City Clerk

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

*Reports*

## **COUNCIL AGENDA**

September 13, 2022

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

**SUBJECT:** Declaration of Emergency Regarding Repairs to the Bolivar Park Stormwater Capture Building and Equipment

### **INTRODUCTION**

Along with the Mayfair Park facility, the Bolivar Park Stormwater Capture Facility is one of two key operational sites in the City for the capture and treatment of stormwater. The facility was significantly damaged in mid-August as a result of a traffic collision on Del Amo Boulevard. As a result, vital and highly technical components and equipment with long lead times and requiring specialized installations were deemed inoperable. Consequently, the facility is not able to fully operate and provide the essential service for which it was designed and constructed. It is in the best interest of the City to have the facility fully operational as soon as possible. Given the circumstances, State law allows for the necessary purchases and repairs to be made in a more expedited manner. This process can be accomplished via the adoption of a resolution declaring an emergency, thus dispensing with the contracting requirements of the Public Contract Code (PCC).


### **STATEMENT OF FACT**

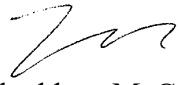
The emergency work is estimated to cost approximately \$300,000, with the City's property insurance policy covering the cost of the repairs. PCC Section 20168 allows for a legislative body, by four-fifths vote, to pass a resolution declaring that the public interest and necessity demand the immediate expenditure of public funds to safeguard life, health, or property. Upon adoption of the resolution, the project may be completed without complying with the public bidding process, but must be completed in accordance with PCC Chapter 2.5, commencing with Section 22050 for Emergency Contracting Procedures. Per this chapter, staff must report to the City Council at its next meeting the actions taken to cure the emergency.

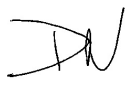
Staff believes that a public safety emergency exists at the Bolivar Park Stormwater Capture Facility that requires a finding of an emergency declaration. The attached resolution makes this finding and allows for the emergency repairs.

### **STAFF RECOMMENDATION**

It is recommended that the City Council adopt the proposed resolution declaring that the public interest and necessity demand the immediate expenditure of public funds to safeguard life, health, or property at the Bolivar Park Stormwater Capture Facility, and finding that emergency repairs are necessary.

Jose Gomez   
Director of Finance & Administrative Services

  
Thaddeus McCormack  
City Manager

Derek Nguyen, Ph.D., P.E.   
Director of Water Resources

RESOLUTION NO. 2022-70

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
LAKEWOOD DECLARING AN EMERGENCY REGARDING THE  
NEED TO MAKE REPAIRS TO THE BOLIVAR PARK STORMWATER  
CAPTURE BUILDING AND EQUIPMENT

WHEREAS, the Bolivar Park Stormwater Capture Building and Equipment were damaged as a result of a traffic collision; and

WHEREAS, said building and equipment are essential for the proper capture and treatment of stormwater in the City; and

WHEREAS, it is essential that the City's stormwater treatment system return to being fully operational as soon as possible; and

WHEREAS, in order to have the system operational in a more expeditious manner, it is necessary for the City to promptly proceed in making necessary purchases and repairs;

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

SECTION 1. Pursuant to the provisions of Sections 20168 and 22050(a) of the California Public Contract Code, the City Council hereby declares that the public interest and necessity demand the immediate expenditure of public money to repair the Bolivar Park Stormwater Capture Building and Equipment, in order to safeguard life, health and property. Based on the evidence contained in the staff report submitted herewith and on the oral presentation accompanying the staff report, the City Council finds and determines that the subject emergency will not permit a delay which would result from a competitive solicitation of bids, and that the action to proceed with the subject repairs is necessary to respond to the emergency.

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

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

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

ADOPTED AND APPROVED THIS 13TH DAY OF SEPTEMBER 2022.

---

Mayor

ATTEST:

---

City Clerk

# DIVIDER SHEET

## **COUNCIL AGENDA**

September 13, 2022

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

**SUBJECT:** Memorandum of Understanding for Use of City Owned Parcel for Farmers Market

### **INTRODUCTION**

Mr. Roland Tamai and Mr. Jack Kohara, of Farmers Marketplace of Lakewood, also known as “Operators,” approached the city for the use of the city-owned lot just south of Iacoboni Library (APN 7172-002-905) for the purposes of a weekly farmers market. The Memorandum of Understanding (MOU) attached henceforth outlines the responsibilities of both parties.

### **STATEMENT OF FACTS**

The Operators propose to operate the farmers market every Saturday from 8:00 a.m. until 1:00 p.m. It is expected to feature 20-30 vendors that sell fresh produce, crafts and pre-packaged foods. Operators will initially pay the City \$800 per month for use of the property, and the amount will be re-evaluated after six months based on performance. The city will provide assistance by designating parking for patrons and vendors, providing portable trash/recycling/greenwaste receptacles and other support as necessary. The Operators currently operate the “Farmers Marketplace” off Spring Street and Clark Avenue in Long Beach, which demonstrates that they have experience running a successful recurring event.

### **RECOMMENDATION**

That the City Council approve the Memorandum of Understanding between the Operators and the City of Lakewood for a weekly farmers market.



Paolo Beltran  
Deputy City Manager



Thaddeus McCormack  
City Manager

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LAKEWOOD AND  
FARMERS MARKETPLACE OF LAKEWOOD REGARDING THE USE OF CITY  
PROPERTY, IDENTIFIED AS ASSESSOR'S PARCEL NUMBER 7172-002-905,  
LAKEWOOD, CALIFORNIA

This Memorandum of Understanding ("Agreement") is entered into on this 12<sup>th</sup> day of September 2022, by and between the City of Lakewood ("City"), a municipal corporation located at 5050 Clark Avenue, Lakewood California, and Farmers Marketplace of Lakewood ("Operator"). City and Operator may be referred to, individually or collectively, as "Party" or "Parties."

RECITALS

A. City owns a property identified as Assessor's Parcel Number 7172-002-905 (the "City Parcel") which is depicted on Exhibit "A", attached hereto.

B. Operator desires to operate and manage a Farmer's Market (the "Authorized Event") on the City Parcel. In order to manage the Authorized Event, Operator will need to temporarily use driveway and parking spaces on the City Parcel.

C. City desires to allow Operator to manage the Authorized Event.

NOW, THEREFORE, for good and valuable consideration, the Parties agree as follows:

1. City declares, covenants and agrees, by and for itself, its heirs, executors and assigns, and all persons claiming under or through it that the City Parcel may be used and occupied by Operator's officers, visitors, staff, and vendors ("Operator's Parties") subject to the restrictions hereinafter set forth, which restrictions are established for the benefit of for the use of visitors to the Authorized Event.

2. Scope of Services. In compliance with all of the terms and conditions of this Agreement, Operator shall perform the work or services set forth below in Section 2. Operator warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

3. Roles and Responsibilities.

**A. Operator will perform and/or oversee the following tasks to ensure compliance as follows:**

(1) provide 20-30 Vendor/Farmers/Crafters for each Saturday (exceptions: when a City sponsored event falls on a Saturday); (2) ensure vendors/farmers/crafters will arrive and setup between 6:00 a.m. and 8:00 a.m.; (3) ensure vendors/farmers/crafters will breakdown and depart between 1:00 p.m. and 3:00 p.m.; (4) ensure vendors/farmers/crafters will begin event at 8:00 p.m.; (5) provide oversight of vendors/farmers/crafters; (5) make available portable restrooms to patrons (with restrooms being serviced and maintained regularly); (6) at the end of the day, properly secure portable restrooms and storage container and cleanup of site; (7) placement of signage at the site, at the entrance driveway adjacent to Iacoboni Library and other designated areas as agreed upon by the City and Operator; (8) empty portable trash/recycling/organic waste receptacles into designated bins located adjacent to The Centre and ensure that the items being dumped into the designated bins are not cross-contaminated; (9) apply for all applicable licenses, permits, and insurances necessary to operate a certified Farmers Market.

**B. City will perform the following tasks:** (1) provide the space at said location; (2) provide 3 portable trash/recycling/organic waste receptacles and designated bins to dispose the trash, recycling and organic waste in; (3) closure of driveways; (4) provide designated parking for vendors and patrons; (5) allow placement of signage at the site, at the driveway entrance adjacent to the Iacoboni Library and other mutually agreed upon sites.

4. Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of City and any Federal, State, County, or local governmental agency of competent jurisdiction.

5. Licenses, Permits, Fees and Assessments. Operator shall obtain at its sole cost and expense such licenses (including resale licenses), permits (including sellers permit), and approvals as may be required by law for the performance of the services required by this Agreement. Operator shall ensure that all vendors have been certified, licensed, permitted, and approved by the requisite Federal, State, County, City, or local governmental agency of competent jurisdiction. Operator must submit vendors' authorizations, licenses, permits, and any associated documentation to City.

6. Compensation.

A. Rental Amount. For the services rendered pursuant to this Agreement and for the first six months commencing on the executed date of this Agreement, City shall be compensated by Operator in the monthly amount of EIGHT HUNDRED DOLLARS (\$800.00) (the "Rental Sum"). Compensation will be remitted by Operator to City in a monthly payment by the 15<sup>th</sup> of each month. City will provide Operator a monthly invoice. After six months, the parties may re-evaluate the rental amount based on performance of the Authorized Event, as well as any other unanticipated city costs that may have arisen during the first six months.

B. Invoices. Each month, City will furnish Operator an original invoice for the Rental Sum for the following month in a form approved by City's Director of Finance and Administrative Services. Operator agrees to pay City within thirty (30) days of receipt of City's invoice.

7. Term.

A. This Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date of this Agreement. City may, in its sole discretion, extend the Term for two (2) additional one (1) year terms.

B. Termination Prior to Expiration of Term. City may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Operator, except that where termination is for material cause, the period of notice may be such shorter time as may be determined by City in its sole discretion. Operator may terminate this Agreement at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is for material cause, the period of notice may be such shorter time as may be determined by Operator in its sole discretion. Upon receipt of any notice of termination, Operator shall cease all services hereunder in accordance with said notice and except such as may be specifically approved by City.

8. Non-Exclusive Use.

A. The right to use the driveway and parking lot is non-exclusive, and City hereby reserves and retains the right to make any permitted use of the area, to the extent that the permitted use does not interfere with the rights granted to Operator under this agreement.

B. Notwithstanding the forgoing, City will not enter into other agreements for the right to use any portion of the City Parcel in conflict with the Operator's use, so long as Operator abides by the Terms set forth in this Agreement and this Agreement remains in full force and effect. However, Operator agrees to cease use of the site for City-sponsored events that occur during the same hours of operation of the farmers market.

9. Hours of Operation. The Authorized Event may be operated from 8:00 a.m. to 1:00 p.m. on Saturdays during the Term of this Agreement. Additionally, Operator may access and use the City Property, for set up from 6:00 a.m. to 8:00 a.m., and clean up from 1:00 p.m. to 3:00 p.m., respectively. City may, in its sole discretion, revise the hours of operation and the hours for setup and cleanup of the Authorized Event by delivering written notice of such change, and the effective date thereof, to Operator. At the conclusion of each period of use, Operator shall tear down and clean up all items brought to the City Parcel, or a designated alternative site, by any person in connection with the Authorized Event. The failure to tear down or clean up the City Parcel may result in termination of this Agreement for material cause at the sole discretion of City.

10. Damage to Property. Operator, vendors and their agents, whether or not in actual possession of the City Parcel or any designated alternative site, shall be liable for all damages to the City Property or any designated alternative site occurring during the Term of this Agreement.

11. Permitted Use. City and any successor, tenant, or assignee of City shall use or permit the use of the City Parcel by Operator and Operator Parties for the purposes stated in Section 1 hereof. Such permitted use shall be subject to the restriction that Operator's use of the City Parcel will not conflict with City's principal operating hours and uses. City's principal operating hours for the City Parcel are 7:00 a.m. to 3:00 p.m. The parking areas within the Parking Area shall at all times be maintained and kept clear, unobstructed and overnight parking (with the exception of any organizationally owned Operator vehicles or prearranged Operator overnight programming parking) shall be prohibited.

12. General Insurance Requirement.

A. Insurance Generally. Proper coverage is required for all vendors, as set forth below. Further, all vendors shall be required to execute an indemnity agreement in the form attached hereto.

B. Proof of insurance. Operator shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager 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. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

C. General Liability Insurance. A policy of comprehensive general liability insurance written on a per occurrence basis in an amount not less than \$2,000,000.00 with an aggregate of \$4,000,000.00 against liability for damages due to injury, including death, and against liability for damages to property.

D. Automobile Liability. A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than a combined single limit of \$1,000,000.00.

E. Workers' Compensation. A policy of worker's compensation insurance in such amount as will fully comply with the statutory laws of the State of California and which shall indemnify, insure and provide legal defense for the Operator and the City against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Operator in the course of carrying out the work or services contemplated in this Agreement.

F. Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Operator or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Operator hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

G. Enforcement of agreement provisions (non-estoppel). Operator acknowledges and agrees that any actual or alleged failure on the part of City to inform Operator of non-compliance with any requirement imposes no additional obligations on City nor does it waive any rights hereunder.

H. Requirements not limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Operator maintains higher limits than the minimums shown above, City requires and shall be entitled to coverage for the higher limits maintained by Operator. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

I. Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

### 13. Indemnification.

To the full extent permitted by law, Operator agrees to indemnify, defend and hold harmless City, its officers, employees and agents and volunteers ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, fines, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity (including but not limited to the County of Los Angeles or any vendors) arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Operator, its officers, employees, agents, subcontractors, invitees, or any individual or entity for which Operator is legally liable ("indemnitors"), or arising from Operator's or indemnitors' reckless or willful misconduct, or arising from Operator's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, except claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions. The indemnity obligation shall be binding on successors and assigns of Operator and shall survive termination or expiration of this Agreement.

14. Miscellaneous Provisions.

A. No change, amendment, alteration, or revision of this Agreement shall be valid unless evidenced by a written agreement approved and executed by both City and Operator.

B. City represents that as of the effective date hereof, it is the sole owner of the City Parcel and that it has the authority to enter into this Agreement and that, once authorized and in effect, this Agreement is a valid and binding obligation of City.

C. Operator represents the person signing on this Agreement has the authority to bind Operator to the same.

D. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties, and none shall be used to interpret this Agreement.

E. In construing the provisions of this Agreement, neither Party shall be presumed to have been the drafter hereof.

15. Notices.

All notices and other communications given pursuant to this Agreement shall be in writing and shall be deemed properly served if delivered in person to the Party to whom it is addressed or three (3) days after mailing, if mailed by first class mail. For purposes of notice, the address of the Parties shall be as follows:

City: City of Lakewood, Attn: City Manager, 5050 Clark Avenue, Lakewood, California 90712

Operator: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

“City”: CITY OF LAKEWOOD”

Operator:” Farmers Marketplace of Lakewood

By: \_\_\_\_\_

Title: Steve Croft, Mayor

By: \_\_\_\_\_

Title: Farmers Market Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of the City Attorney

ATTEST:

\_\_\_\_\_  
Jo Mayberry, City Clerk

# DIVIDER SHEET

## **COUNCIL AGENDA**

September 13, 2022

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

**SUBJECT:** Architectural Services Authorization – Dahlin Group – Palms Community Center Improvements

### **INTRODUCTION**

Previously, City on-call architect Dahlin Group was tasked to provide a conceptual design and concept cost estimate of a renovation of the Palms Community Center, and a similar cost estimate for a new community center with approximately the same program and square footage. Staff presented the feasibility studies to the CIP Committee on February 24, 2022, and recommended the City undertake a renovation of the Palms Community Center instead of a ground-up-replacement, and the CIP Committee concurred. Dahlin Group has now provided a proposal for the architectural services required for the project. At the meeting of the CIP Committee held on August 17, 2022, staff briefed the committee members on the design proposal; they concurred with the staff recommendation to bring it to Council for authorization.

### **STATEMENT OF FACT**

The potential scope of work for a Palms Community center renovation includes ADA improvements throughout the facility including a building addition for new ADA accessible restrooms, ADA accessible path of travel improvements (including the replacement of the stamped concrete on exterior and interior of the facility), and ADA accessible storefront improvements. Also included but not limited to in the scope of work would be new flooring and ceilings throughout the facility, asbestos abatement, new roof, new HVAC system including new ducting, electrical infrastructure improvements including a new main switch gear, new lighting, replacement of the damaged wood siding, mitigation of the bee infestation, replacement of all exterior doors, renovation of the kitchen to a catering kitchen, skylight replacement, as well as office, storage and assembly room improvements. Destructive testing may be required to determine the extent of the water damage throughout the facility.

### **Dahlin Group Design Proposal**

Staff received a proposal from Dahlin for the architectural services required for the renovation. The total cost of the proposal is \$713,900, which is about 10% of the estimated total project cost. The scope of work for this proposal includes:

1. Pre-design Phase – This phase includes site visits, measured drawings, topographic survey, hazardous materials report, and ADA site analysis.

2. Community Outreach – The consultant will conduct three Community Outreach meetings at the schematic design, design development, and at construction documents phases of the projects. They will provide presentation material and graphics at the community outreach meetings, to receive community feedback at each phase of the design.
3. Schematic Design – This phase includes a schematic site plan, parking layout and parking counts, exiting and occupancy plans, building plans, floor plans, roof plans, exterior elevations with exterior materials, interior elevations with major building elements, structural drawings, mechanical/plumbing drawings, electrical drawings, interior design, landscape architecture, civil engineering, building envelope modeling, and a probable cost model. Also included in this phase is community outreach and weekly virtual meetings with the City.
4. Design Development – Once the City accepts the schematic design documents, Dahlin would produce design development documents that further refine the building plans, roof plans, sections and exterior elevations. In addition to refining the schematic design, Dahlin would produce the architectural site plan, accessibility plan, code analysis, floor plans and building plans, furniture fixtures and equipment (FFE) layouts, reflected ceiling plans (RCP), roof plans, exterior and interior elevations with design elements, details and schedules, specifications, and a probable cost model. Also included in this phase is community outreach and weekly virtual meetings with the City.
5. Construction Documents – Once the City accepts the design development documents, Dahlin would prepare the construction documents for bidding, construction, and building permit purposes. The work includes code analysis, code compliance forms, accessibility, architectural site plan, building slab plan, building floor plan, interior finish plans, reflected ceiling plans, building roof plan, exterior elevations, building sections and wall details, door and window schedules, interior elevations of major building elements, architectural details and project specifications. Also included in this phase is a probable cost model at 50% and 90% construction document completion, and community outreach meetings.
6. Government and Agency Plan Review – Once the City accepts the construction documents, this phase will cover any corrections or revisions required by plan check.
7. Bidding – This phase covers bidding assistance, including attendance at a pre-bid conference and the bid opening. It also covers consultation as requested on bids, methods and cost of construction. Dahlin would also answer bidding questions, review substitution requests, issue addenda, and prepare revisions or additions to Construction documents as clarifications for bid purposes.

8. Construction Administration – This phase includes attendance at the pre-construction meeting, up to 700 hours of professional services to respond to Requests for Information (RFIs), reviewing and processing submittals, processing change orders as required, up to 36 on site project meetings, up to four on site meetings and one punch list site visit by sub-consultants per discipline, and two punch list site visits by Dahlin. Also included is the compilation of as-builts, including original construction drawings, addenda, supplemental instructions, change orders, construction change directives, and contractor's red-line drawings.

The proposal includes a large amount of construction administration due to uncertainties associated with unknowns of remodeling an existing building.

### **Project Budget**

In the multi-year funding program for the Measure L CIP funds, we identified four major projects to be constructed, with the first priority being the Palms Park Community Center. At the time the four projects were conceived, staff roughly estimated \$500,000 for design for each of the four projects and the following fiscal year \$2.5M in Measure L funds to be set aside for the Palms Community Center Improvements. In addition, the City Council designated \$1M of ARPA funds, and we were awarded a \$2M park grant through the State budget process through Anthony Rendon's funding request. This accounts for a total of \$6M available for the renovation project. In February 2022 we advised the CIP Committee that the estimate of \$6M was only for the construction costs, and the project would need roughly another \$1M at the time of bid award due to continuing inflation cost to complete the full scope of work.

Staff has revised the total project budget to be \$7.8M based on estimated construction inflation and the architectural services proposal. Included in the budget are funds for consultant fees for construction management and inspection, and staff has included a healthy contingency for construction in the amount of \$1M due to the large scope of work of the renovation and associated unknowns of the existing building. Staff will work to determine any cost-saving measures, however, it may be necessary to adjust the multi-year CIP plan to identify an additional \$1.8M from Measure L resulting in \$4.8 million from Measure L funds.

### **RECOMMENDATION**

Staff and the CIP Committee recommend that the City Council:

- (1) Authorize design work for the Palms Community Center Improvements per the Dahlin Group proposal dated August 11, 2022, in an amount not-to-exceed \$713,900, and authorize the Mayor to sign the proposal.
- (2) Appropriate \$713,900 from the reserve for capital improvements for this project.

Kelli Pickler   
Director of Public Works

Thaddeus McCormack   
City Manager

## EXHIBIT A TO MASTER AGREEMENT

Dahlin Group, Inc. ("DAHLIN") will provide design services to CITY OF LAKEWOOD ("OWNER"), for the PALM PARK RENOVATION ("PROJECT") in CITY OF LAKEWOOD, California ("CITY") based on the following Project Description, Scope of Services, and Compensation noted herein, including the terms and conditions set forth in the OWNER's Master Agreement dated June 9, 2020.

<b>PROJECT NAME:</b>	PALM PARK RENOVATION	<b>AGREEMENT DATE:</b>	AUGUST 11, 2022
<b>DAHLIN PROJECT ID:</b>	P_2022_362		
<b>ARCHITECT:</b>	DAHLIN GROUP, INC.	<b>OWNER:</b>	CITY OF LAKEWOOD
<b>OFFICE ADDRESS:</b>	5865 Owens Drive Pleasanton, CA 94588	<b>ADDRESS:</b>	5050 N. CLARK AVENUE Lakewood, CA 90712
<b>BILLING ADDRESS:</b>	5865 Owens Drive Pleasanton, CA 94588		
<b>REPRESENTATIVE:</b>	Stephanie Fujimura, Principal Gregor Markel, Senior Principal	<b>REPRESENTATIVE:</b>	Kelli Pikler Director of Public Works
<b>PHONE:</b>	925-251-7200	<b>PHONE:</b>	562-866-9771
<b>EMAIL:</b>	stephanie.fujimura@dahlingroup.com gregor.markel@dahlingroup.com	<b>EMAIL:</b>	kpickler@lakewoodcity.org

### I. PROJECT DESCRIPTION

- A. **Location and Site Description:**  
Palms Park Community Center  
12305 207th St. Lakewood CA 90715
- B. **General Project Description:** Renovation of the existing Palm Park Community Center per the Feasibility Study (Layout and ROM Cost Estimate) completed by DAHLIN, dated February 2022. These documents are to be the Basis of Design and are attached as EXHIBIT A.1 and EXHIBIT A.2.
- C. **Existing Conditions:** Design for demolition, repair and replacement work on existing site, building, and utility systems will be limited to the extent necessary to accommodate the construction of PROJECT. Design for upgrade or corrective work for deficiencies in the existing conditions, not defined in PROJECT scope, are not included and may be provided upon written request as Additional Services.
- D. **Project Consultants:** Structural Engineering, Mechanical/Plumbing and Electrical Engineering, Landscape Architecture, Civil Engineering, Survey, Hazardous Materials Specialist, and Construction Cost Estimation services are included in the Scope of this Agreement. See Exhibit B Design Responsibility Matrix.
- E. **Statement of Probable Cost:** Cost estimating services are included with the following milestones, as provided by DAHLIN's Cost Estimating Consultant.
  - 100% Schematic Design – list known cost impacts as a Probable Cost Model.
  - 100% Design Development – update the Probable Cost Model.
  - 50% and 90% Construction Documents – update the Probable Cost Model
- F. **Project Schedule:** Unknown at time of this Agreement.
- G. **Design and Construction Approaches:** Design-Bid-Build
- H. **Code Cycle:** The design and construction documents shall be based upon applicable sections of the 2023 California Building Code and current local code and regulations.
- I. **Green Building Requirements:** It is not anticipated that PROJECT will be submitted to any outside certification / awarding parties for independent review, such as LEED, WELL, NZE, or Green Globes.

## II. SCOPE OF SERVICES

### A. PHASE 10.00 - ASSESSMENT – *Not Included in this Agreement*

### B. PHASE 10.01 - PRE-DESIGN

1. Measured Drawings: DAHLIN and DAHLIN's Consultants will make site visits as needed to take site measurements to assemble Base Drawings. DAHLIN and DAHLIN's Consultants will provide onsite observation of existing conditions to the extent that those conditions are visible and/or reasonably accessible. OWNER will assist DAHLIN and DAHLIN's Consultants by providing coordination, access to interstitial spaces and areas above ceilings, and documentation of inaccessible areas as may be deemed necessary by DAHLIN or DAHLIN's Consultants.
2. DAHLIN's Civil Engineer will complete a topographic survey and provide an AutoCAD base map for the site that includes elements such as the regional road alignments, topography, easements, adjacent uses, existing utilities, and ownership parcels. The base plan will also illustrate easements and right of ways, proposed setbacks, trees, and any other physical constraints.
3. DAHLIN and DAHLIN's Consultants will provide the following Pre-Design services:
  - a. Hazardous Materials Report
  - b. ADA Site Analysis
4. OWNER will provide the following Pre-Design Services:
  - a. Geotechnical Report and Testing
  - b. Arborist Report
5. DAHLIN will attend the following meetings as part of this Phase:
  - a. Up to one (1) meeting with OWNER and consultant team at PROJECT site.
  - b. Community and Stakeholder Outreach Meetings per Section II-C.

### C. PHASE 10.2 COMMUNITY & STAKEHOLDER OUTREACH

1. DAHLIN will conduct three Community Outreach/Updated Meetings at the following intervals:
  - a. One (1) meeting at Schematic Design
  - b. One (1) meeting at Design Development
  - c. One (1) meeting at Construction Documents
2. DAHLIN will conduct up to two (2) Stakeholder meetings at the following intervals:
  - a. One (1) meeting at Schematic Design
  - b. One (1) meeting at Design Development
3. DAHLIN will provide presentation material and graphics for all Community and Stakeholder Outreach Meetings.
4. DAHLIN will assist CITY with preparation of notification materials. CITY is responsible for coordination and distribution of required Community notifications.

#### **D. PHASE 30.0 - SCHEMATIC DESIGN**

1. With OWNER's written approval of the Basis of Design, DAHLIN will prepare Schematic Design documents to include the following:
  - a. Schematic site plan, showing building layouts, and site circulation, as well as trash and service areas;
  - b. Schematic parking plan, showing parking layout and parking space counts;
  - c. Preliminary exiting and occupancy plans;
  - d. Overall building plans;
  - e. Schematic floor plans showing overall dimensions and square footages, designation and location of rooms, elevators, stairs, exits, and major equipment;
  - f. Schematic roof plan;
  - g. Exterior elevations showing exterior materials;
  - h. Perspective views;
  - i. Building sections to describe the relationship and height of the various levels;
  - j. Interior elevations for major building elements.
2. DAHLIN's consultants will provide documentation of the following:
  - a. Structural Engineering – A written description of the proposed structural system; drawings or details necessary to describe components, space requirements, critical clearances, and preliminary locations of structural components
  - b. Mechanical / Plumbing – A written description of the proposed mechanical system, including a comparison of one alternate system, comparing the initial cost and the operation and maintenance costs of the proposed system to the initial cost and the operation and maintenance costs of the alternate system. Identify proposed utility connection points, and proposed locations of major equipment as required.
  - c. Electrical Engineering – Determine the type of electrical distribution system, including the need for special service and transformers, the proposed telecommunications systems, the security systems, and space requirements for equipment. Identify proposed utility service connection points, and proposed transformer locations as required.
  - d. Interior Design - A written description of the proposed schematic interior design; drawings or details necessary to describe interior finish concepts or components, space visualization / imagery photos, critical clearances and preliminary locations of casework and furnishing elements.
  - e. Landscape Architecture - A written description of the proposed Landscape Architecture requirements; drawings or details necessary to describe planting, irrigation, hardscape, and drainage components of the site.
  - f. Civil Engineering - Base map for the site that includes elements such as the regional road alignments, topography, easements, adjacent uses, existing utilities, and ownership parcels ("paper boundary"). The base plan will also illustrate all easements and right of ways, proposed setbacks, trees, and any other physical constraints. Civil will provide reports required for plan review.
  - g. Building Envelope – Preliminary energy modeling and reporting for building envelope, indoor and outdoor lighting, mechanical and plumbing, electrical power distribution, and commissioning forms.
  - h. Probable Cost Model – A document listing known cost impacts.
3. DAHLIN's fee is based on an assumption of minor modifications to the Basis of Design. Substantial revisions may require Additional Services.
4. DAHLIN will provide a schematic-level 3D massing model of the proposed PROJECT, including conceptual colors and materials to indicate design intent.
5. DAHLIN will attend the following meetings as part of this Phase:
  - a. Up to two (2) meetings with Agencies;
  - b. Up to four (4) meetings with OWNER and consultant team at OWNER's Office;
  - c. Weekly virtual meetings with OWNER;
  - d. Community and Stakeholder Outreach Meetings per Section II-C.

E. **PHASE 30.1 - DESIGN REVIEW SUBMITTAL DOCUMENTS** – *Not included in Agreement*

F. **PHASE 30.3 - DESIGN REVIEW REVISIONS** – *Not included in Agreement*

G. **PHASE 40.0 - DESIGN DEVELOPMENT**

1. With OWNER's written approval of the Schematic Design documents, and receipt of Soils Report from OWNER, (and the current probable cost models reviewed and approved with OWNER,) DAHLIN will produce Design Development documents that refine the building plans, roof plans, sections and exterior elevations so that background digital files can be transmitted to OWNER's consultants for use in preparing their work. In addition to the refinement of the documents prepared during Schematic Design, DAHLIN will produce the following Design Development documents:
  - a. Architectural Site Plan
  - b. Accessibility, Notes/Details Sheets
  - c. Code analysis - Exiting and occupancy plans
  - d. Floor plans and Building plans
  - e. Enlarged floor plans, as required
  - f. Furniture, fixtures and equipment (FFE) layouts
  - g. Reflected Ceiling Plan(s)
  - h. Roof Plan(s)
  - i. Exterior Elevation(s)
  - j. Typical Building section(s)
  - k. Wall sections
  - l. Interior elevations for major building elements
  - m. Typical details and schedules
  - n. Outline specifications
  - o. DAHLIN's Consultant Documentation according to Exhibit B.
2. DAHLIN will incorporate applicable OWNER's Standard Features / Specifications List that identifies major materials, systems, and appliances, which establish, in general, their quality levels, as well as Construction Standards. These items will be used for the basis of design and detailing. Changes to the OWNER's Standard Features / Specifications List that result in revisions to the drawings may result in Additional Services.
3. Coordination with OWNER's consultants during Design Development is included in this scope of services. Minor revisions and adjustments that refine and improve PROJECT design are also included. Substantial revisions to the design initiated by OWNER or OWNER's consultants may require Additional Services
4. Probable Cost Model Value Engineering:
  - a. DAHLIN will provide minor modifications to the Design Development Documents based on the updated Probable Cost Model (value engineering). Substantial revisions may require Additional Services.
5. DAHLIN will attend the following meetings as part of this Phase:
  - a. Up to two (2) meetings with Agencies;
  - b. Up to four (4) meetings with OWNER and Consultant team at OWNER's Office.
  - c. Weekly virtual meetings with OWNER
  - d. Community and Stakeholder Outreach Meetings per Section II-C.

## **H. PHASE 50.0 - CONSTRUCTION DOCUMENTS**

1. With OWNER's written approval of the Design Development documents (and the current probable cost models reviewed and approved with the OWNER), DAHLIN will prepare Construction Documents that will set forth the requirements for construction of the PROJECT.
2. Construction Documents will be produced solely for use by a knowledgeable and experienced General Contractor. Any or part of all systems, materials, connections, and details not specifically provided in these plans are the sole and complete responsibility of the General Contractor to properly verify and install.
3. Construction Documents will reflect information required for general construction and building permit purposes. These documents will include:
  - a. Title Sheet and CITY/Agency-required Project Data
  - b. Generic Code-required signage details and specifications
  - c. CalGreen Compliance Forms
  - d. Accessibility, Notes/Details Sheets
  - e. Code Analysis, Building Occupancy and Exiting Plans and Details
  - f. Architectural Site Plan
  - g. Building Slab Plan(s)
  - h. Building Floor Plan(s)
  - i. Enlarged Area Plan(s)
  - j. Interior Finish Plan(s)
  - k. Building Reflected Ceiling Plan(s)
  - l. Building Roof Plan(s)
  - m. Building Exterior Elevation(s) (includes Architectural detail callouts to explain specific materials and methods)
  - n. Architectural Building Sections and wall details (as required to describe space / construction)
  - o. Door and Window Schedules (as required to describe construction)
  - p. Interior Elevations of major building elements
  - q. Architectural Details
  - r. Consultant documentation according to Exhibit B.
4. At the completion of Construction Documents phase, DAHLIN will provide a Project Manual that includes the Conditions of the Contract for Construction and Specifications in a "Master Spec." format to support the design documents. Specifications for products may also be called out by notes on the plans and will be considered "or equal" to establish the general product standards for quality, finish and design intent. DAHLIN will work with OWNER to coordinate their construction / finish standards and general project specifications with OWNER's required materials to be used on PROJECT. For the architectural components of PROJECT, DAHLIN will coordinate with OWNER's consultants to include their appropriate sections into the Project Manual.
5. DAHLIN will attend the following meetings as part of this Phase:
  - a. Up to two (2) meetings with Agencies;
  - b. Up to four (4) meetings with OWNER and consultant team at OWNER's Office.
  - c. Community and Stakeholder Outreach Meetings per Section II-C.

## **I. PHASE 50.2 - GOVERNMENT AND AGENCY PLAN REVIEW**

1. After completion of Construction Documents, DAHLIN will provide copies of Construction Documents to OWNER for submittal to CITY's Building Department for building permit. CITY may elect to send these documents to subcontractors for Plan Check review. OWNER is responsible for the preparation and submission of applications to any building department, agency, or governing body having jurisdiction over PROJECT, including the paying of any and all fees associated with required applications.
2. DAHLIN will revise the documents as required by CITY and/or its Plan Check subcontractor for Plan Review comments returned to DAHLIN.

3. DAHLIN's fee is based on the assumption of a customary number of modifications to the Construction Documents resulting from Government and Agency Plan Review. Substantial revisions, generated by multiple, unanticipated rounds of review, may require Additional Services.
4. OWNER is responsible for ensuring that any Plan Check comments are reviewed and revised by OWNER's consultants.

**J. PHASE 60.0 – BIDDING**

1. Bidding Assistance services will be provided by DAHLIN as requested by OWNER.
2. If required, advertising for and solicitation of construction bidders shall be provided by OWNER and is not included in DAHLIN's Scope of Services.
3. DAHLIN will coordinate the reproduction of Construction Documents for distribution to CITY, construction bidders and others, as may be required for PROJECT.
4. During the Bidding phase, DAHLIN will provide consultation as requested by OWNER for architectural opinions on the bids, methods, and cost of construction. DAHLIN will also answer bidding questions, review substitution requests and issue addenda, and prepare additions and revisions to Construction Documents as clarifications for bid purposes as Additional Services.
5. OWNER and General Contractor will review and select subcontractor's bids, materials, finishes, fixtures, and items for PROJECT and is responsible for all issues of quality control and installation.
6. DAHLIN will attend the following meetings as part of this Phase:
  - a. Up to One (1) Pre-Bid Conference (Bid Walk);
  - b. Up to One (1) Bid Opening.

**K. PHASE 70.0 - CONSTRUCTION ADMINISTRATION**

1. Prior to start of Construction, DAHLIN, OWNER, and General Contractor will have a Pre-construction meeting to establish expectations for performance of Construction Administration and the scope of services described below. If the scope of services described below for Construction Administration are adjusted during or after this meeting, Additional Services may be required.
2. As the PROJECT proceeds into Construction, DAHLIN will provide Construction Administration services, limited to 700 hours of professional services. The scope and fee herein are based on an estimated 9 month construction period. Services required beyond that period and/or beyond the estimated hours are Additional Services. Scope may include:
  - a. Interpretation of the documents and responding to Requests for Information (RFI's);
  - b. Reviewing and processing submittals limited to;
    - i. Review of initial submittal and one (1) re-submittal per product or material classification.
    - ii. Additional review of submittals are Additional Service.
  - c. Issuing ASI's and processing Change Orders as required;
  - d. Construction Project meetings and site visits limited to:
    - i. Up to thirty six (36) onsite meetings bi-weekly including one (1) hour of travel per meeting;
    - ii. Up to four (4) onsite meetings and one (1) punch list site visits by DAHLIN's Consultants, per discipline.

- e. PROJECT Completion:
  - i. DAHLIN will provide up to two (2) onsite visits for punch. Backpunch (2nd+ rounds) are not included;
  - ii. Record Drawings: Compilation of DAHLIN's designs for PROJECT including the original Construction Documents plus all addenda, Architect's Supplemental Instructions, Change Orders, Construction Change Directives and minor changes in the work as appropriate to reflect the design changes. DAHLIN and DAHLIN's Consultants will incorporate Contractor's redlined drawings DAHLIN is not responsible for accuracy or completeness of Contractor redlines.

**L. CONSULTANT SERVICES**

- 1. Per attached Exhibit B – Design Responsibility Matrix.

### III. COMPENSATION

#### A. FEE SUMMARY

SCOPE OF SERVICES	FIXED FEE
II.B. PH 10.1 – PRE DESIGN	\$32,200
II.C. PH 10.2 – COMMUNITY & STAKEHOLDER OUTREACH	<i>Included above</i>
II.D. PH 30.0 – SCHEMATIC DESIGN	\$85,300
II.G. PH 40.0 – DESIGN DEVELOPMENT	\$159,900
II.H. PH 50.0 – CONSTRUCTION DOCUMENTS	\$248,700
II.I. PH 50.2 – GOVERNMENT AND AGENCY PLAN REVIEW	<i>Included above</i>
II.J. PH 60.0 – BIDDING	\$24,800
II.K. PH 70.0 – CONSTRUCTION ADMINISTRATION	\$163,000
<b>TOTAL FEES:</b>	<b>\$713,900</b>

VI. PH 99.0 – REIMBURSABLE EXPENSE ESTIMATE: \$30,000

#### B. BILLING AND PAYMENT

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

#### C. 2022 BASIC HOURLY RATE SCHEDULE

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


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

Approved this date: \_\_\_\_\_  
(Filled in by OWNER)

CITY OF LAKEWOOD

DAHLIN GROUP, INC.

\_\_\_\_\_  
Kelli Pickler  
Director of Public Works

  
\_\_\_\_\_  
Stephanie Fujimura, AIA  
Principal  
License #C36523 Exp. 03/31/2023

**END OF EXHIBIT A**



[illegible]

CONSULTANT

12305 207th ST, LAKEWOOD, CA 90715

DAHLIN

5865 Owens Drive  
Pleasanton, CA 94588  
925-251-7200



## CONCEPTUAL MASSING

[illegible]

5865 Owens Drive  
Pleasanton, CA 94588  
925-251-7200

DAHLIN

EXHIBIT A.1

**Palms Community Center Renovation**

Conceptual Design Rough Order of Magnitude Revised 02/07/2022

December 18, 2021

21-0000

Prepared for Dahlin

**CUMMING**  
Building Value Through Expertise



**Palms Community Center Renovation**

Lakewood, California

Conceptual Design Rough Order of Magnitude Revised 02/07/2022

Project # 21-0000

12/18/21

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**Palms Community Center Renovation**

Conceptual Design Rough Order of Magnitude Revised 02/07/2022

12/18/21



## CREDITS

*The information contained within this documents is confidential and should not be distributed or copied for any reason without the consent of either Cumming Construction Management, Inc. or the intended client.*

*Cumming has no control over the cost of labor and materials, the general contractor's or any subcontractor's method of determining prices, or competitive bidding and market conditions.*

*This opinion of the probable cost of construction is made on the basis of the experience, qualifications, and best judgment of a professional consultant familiar with the construction industry. However, Cumming cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from this or subsequent cost estimates.*

*This document reflects fair market value construction costs obtainable in a competitive bidding market. Cumming assumes a minimum of three (3) competitive bids from qualified general contractors, with bids from a minimum of five (5) subcontractors per trade. This statement is a determination of fair market value for the construction of the project and is not intended to be a prediction of low bid. Please note that experience indicates a fewer number of bidders may result in a higher bid amount, thus more bidders may result in a lower bid result.*

*The Cumming staff of professional cost consultants has prepared this estimate in accordance with generally accepted principles and practices. This staff is available to discuss its contents with any interested party.*

## Global Reach



### **Cumming Construction Management, Inc.**

**Alan Campbell, MRICS**  
Managing Director  
Aliso Viejo, CA

[acampbell@ccorpusa.com](mailto:acampbell@ccorpusa.com)

**Hudson Brooks**  
Cost Manager  
Aliso Viejo, CA

[hbrooks@cumming-group.com](mailto:hbrooks@cumming-group.com)

**Palms Community Center Renovation**

Lakewood, California

Conceptual Design Rough Order of Magnitude Revised 02/07/2022

Project # 21-0000

12/18/21

**SUMMARY**

Element	Area	Cost / SF	Total
Community Center	15,157 SF	\$331.44	\$5,023,572
<b>Total Estimated Construction Cost</b>		<b>15,157 SF</b>	<b>\$331.44</b>
			<b>\$5,023,572</b>

**Palms Community Center Renovation**  
**Lakewood, California**  
**Conceptual Design Rough Order of Magnitude Revised 02/07/2022**

**Project # 21-0000**  
**12/18/21**

**SUMMARY MATRIX**

Element	Community Center 15,157 SF		Overall Totals	
	Total	Cost/SF	Total	Cost/SF
02 Existing Conditions	\$271,044	\$17.88	\$271,044	\$17.88
03 Concrete	\$37,731	\$2.49	\$37,731	\$2.49
07 Thermal And Moisture Protection	\$276,402	\$18.24	\$276,402	\$18.24
08 Openings	\$194,537	\$12.83	\$194,537	\$12.83
09 Finishes	\$628,957	\$41.50	\$628,957	\$41.50
10 Specialties	\$30,656	\$2.02	\$30,656	\$2.02
12 Furnishings	\$7,395	\$0.49	\$7,395	\$0.49
21 Fire Suppression	\$106,099	\$7.00	\$106,099	\$7.00
22 Plumbing	\$48,442	\$3.20	\$48,442	\$3.20
23 HVAC	\$530,495	\$35.00	\$530,495	\$35.00
25 Integrated Automation	\$68,207	\$4.50	\$68,207	\$4.50
26 Electrical	\$576,237	\$38.02	\$576,237	\$38.02
27 Communications	\$83,364	\$5.50	\$83,364	\$5.50
28 Electrical Safety And Security	\$100,628	\$6.64	\$100,628	\$6.64
32 Exterior Improvements	\$46,440	\$3.06	\$46,440	\$3.06
33 Utilities	\$101,406	\$6.69	\$101,406	\$6.69
Subtotal Cost	\$3,108,037	\$205.06	\$3,108,037	\$205
General Conditions/Requirements	\$621,607	\$41.01	\$621,607	\$41.01
Bonds & Insurance	\$85,782	\$5.66	\$85,782	\$5.66
Contractor's Fee	\$209,848	\$13.84	\$209,848	\$13.84
Design Contingency	\$603,791	\$39.84	\$603,791	\$39.84
Escalation to MOC, 10/14/23	\$394,506	\$26.03	\$394,506	\$26.03
<b>Total Estimated Construction Cost</b>	<b>\$5,023,572</b>	<b>\$331.44</b>	<b>\$5,023,572</b>	<b>\$331.44</b>

**Palms Community Center Renovation**

Lakewood, California

Conceptual Design Rough Order of Magnitude Revised 02/07/2022

Project # 21-0000

12/18/21

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**SCHEDULE OF AREAS AND CONTROL QUANTITIES**


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Schedule of Areas	Palms Park	SF
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**1. Enclosed Areas (x 100%)**

Level 1	15,157	15,157
<b>Total Gross Floor Area</b>	<u>15,157</u>	<u>15,157</u>

**Palms Community Center Renovation**

Lakewood, California

Conceptual Design Rough Order of Magnitude Revised 02/07/2022

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## Community Center

**Palms Community Center Renovation**

Lakewood, California

Conceptual Design Rough Order of Magnitude Revised 02/07/2022

Project # 21-0000

12/18/21

**SUMMARY - COMMUNITY CENTER**

Element		Total	Cost / SF
02 Existing Conditions		\$271,044	\$17.88
03 Concrete		\$37,731	\$2.49
07 Thermal And Moisture Protection		\$276,402	\$18.24
08 Openings		\$194,537	\$12.83
09 Finishes		\$628,957	\$41.50
10 Specialties		\$30,656	\$2.02
12 Furnishings		\$7,395	\$0.49
21 Fire Suppression		\$106,099	\$7.00
22 Plumbing		\$48,442	\$3.20
23 HVAC		\$530,495	\$35.00
25 Integrated Automation		\$68,207	\$4.50
26 Electrical		\$576,237	\$38.02
27 Communications		\$83,364	\$5.50
28 Electrical Safety And Security		\$100,628	\$6.64
32 Exterior Improvements		\$46,440	\$3.06
33 Utilities		\$101,406	\$6.69
Subtotal		\$3,108,037	\$205.06
General Conditions/Requirements	20.00%	\$621,607	\$41.01
Subtotal		\$3,729,644	\$246.07
Bonds & Insurance	2.30%	\$85,782	\$5.66
Subtotal		\$3,815,426	\$251.73
Contractor's Fee	5.50%	\$209,848	\$13.84
Subtotal		\$4,025,274	\$265.57
Design Contingency	15.00%	\$603,791	\$39.84
Subtotal		\$4,629,066	\$305.41
Escalation to MOC, 10/14/23	8.52%	\$394,506	\$26.03
<b>TOTAL ESTIMATED CONSTRUCTION COST</b>		<b>\$5,023,572</b>	<b>\$331.44</b>

## Palms Community Center Renovation

Lakewood, California

Conceptual Design Rough Order of Magnitude Revised 02/07/2022

Project # 21-0000

12/18/21

## DETAIL ELEMENTS - COMMUNITY CENTER

Element	Quantity	Unit	Unit Cost	Total
<b>02 Existing Conditions</b>				
Demolition				
Exteriors				
Roofing	13,878	sf	\$2.69	\$37,332
Skylight	543	sf	\$13.63	\$7,401
Wood siding	5,646	sf	\$1.70	\$9,598
Canopy	630	sf	\$10.00	\$6,300
Gymnastics				
Flooring and base	4,632	sf	\$2.70	\$12,506
Ceilings	4,632	sf	\$3.44	\$15,934
Light fixtures	4,632	sf	\$1.20	\$5,558
Existing Single Restroom				
Flooring and base	35	sf	\$5.00	\$175
Ceilings	35	sf	\$3.44	\$120
Light fixtures	35	sf	\$1.20	\$42
Partitions	54	sf	\$2.92	\$158
Fixtures	2	ea	\$350.00	\$700
Ceramic wall tiles	54	sf	\$2.29	\$124
Existing Closet				
Flooring and base	20	sf	\$1.70	\$34
Ceilings	20	sf	\$3.44	\$69
Light fixtures	20	sf	\$1.20	\$24
Work Room				
Door, frame and hardware, single	1	ea	\$200.98	\$201
Aluminum storefront	150	sf	\$6.44	\$966
Casework	42	lf	\$34.77	\$1,460
Staff Office				
Flooring and base	185	sf	\$1.70	\$315
Ceilings	185	sf	\$3.44	\$636
Light fixtures	185	sf	\$1.20	\$222
Door, frame and hardware, single	1	ea	\$200.98	\$201
Aluminum storefront	100	sf	\$6.44	\$644
Equipment Room				
Flooring and base	223	sf	\$1.70	\$379
Ceilings	223	sf	\$3.44	\$767
Light fixtures	223	sf	\$1.20	\$268
Partitions	486	sf	\$2.92	\$1,419
Door, frame and hardware, single	2	ea	\$200.98	\$402
Casework	34	lf	\$34.77	\$1,182
Aluminum storefront	100	sf	\$6.44	\$644

**Palms Community Center Renovation**

Lakewood, California

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**DETAIL ELEMENTS - COMMUNITY CENTER**

Element	Quantity	Unit	Unit Cost	Total
Lobby				
Flooring and base	1,812	sf	\$4.70	\$8,516
Ceilings	1,812	sf	\$3.44	\$6,233
Light fixtures	1,812	sf	\$1.20	\$2,174
Exterior wall	330	sf	\$6.00	\$1,980
Aluminum storefront	620	sf	\$6.44	\$3,993
Door, frame and hardware, double	1	pr	\$297.05	\$297
Door, frame and hardware, single	3	ea	\$200.98	\$603
Office				
Flooring and base	222	sf	\$1.70	\$377
Ceilings	222	sf	\$3.44	\$764
Light fixtures	222	sf	\$1.20	\$266
Door, frame and hardware, single	1	ea	\$200.98	\$201
Casework	23	lf	\$34.77	\$800
Aluminum storefront	140	sf	\$6.44	\$902
Dash Office 1				
Flooring and base	422	sf	\$1.70	\$717
Ceilings	422	sf	\$3.44	\$1,452
Light fixtures	422	sf	\$1.20	\$506
Assembly				
Flooring and base	3,168	sf	\$1.70	\$5,386
Ceilings	3,168	sf	\$3.44	\$10,898
Light fixtures	3,168	sf	\$1.20	\$3,802
Door, frame and hardware, double	6	pr	\$297.05	\$1,782
Door, frame and hardware, single	4	ea	\$200.98	\$804
Partitions	2,060	sf	\$2.92	\$6,015
Dividing folding partitions	1,760	sf	\$10.00	\$17,600
Aluminum storefront	400	sf	\$6.44	\$2,576
Exterior wall	1,400	sf	\$6.00	\$8,400
Existing Men's/Women's Restroom				
Flooring and base	373	sf	\$5.00	\$1,865
Ceilings	373	sf	\$3.44	\$1,283
Light fixtures	373	sf	\$1.20	\$448
Partitions	459	sf	\$2.92	\$1,340
Ceramic wall tiles	522	sf	\$17.10	\$8,926
Restroom partitions	5	ea	\$150.00	\$750
Fixtures	10	ea	\$350.00	\$3,500
Door, frame and hardware, single	2	ea	\$200.98	\$402
Transformer				
Door, frame and hardware, double	1	pr	\$297.05	\$297
Electrical				
Flooring and base	126	sf	\$1.70	\$214
Ceilings	126	sf	\$3.44	\$433
Light fixtures	126	sf	\$1.20	\$151

**Palms Community Center Renovation**

Lakewood, California

Conceptual Design Rough Order of Magnitude Revised 02/07/2022

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12/18/21

**DETAIL ELEMENTS - COMMUNITY CENTER**

Element	Quantity	Unit	Unit Cost	Total
Door, frame and hardware, single	1	ea	\$200.98	\$201
Service				
Door, frame and hardware, double	1	pr	\$297.05	\$297
Kitchen				
Flooring and base	230	sf	\$1.70	\$391
Ceilings	230	sf	\$3.44	\$791
Light fixtures	230	sf	\$1.20	\$276
Casework & fixtures	1	ls	\$5,000.00	\$5,000
Door, frame and hardware, single	1	ea	\$200.98	\$201
Maintenance				
Rollup door	1	ea	\$450.00	\$450
Miscellaneous				
Miscellaneous demolition	1	ls	\$25,000.00	\$25,000
Protect existing structure, finishes	1	ls	\$16,000.00	\$16,000
Bee infestation fix, allowance	1	ls	\$10,000.00	\$10,000
Hazardous material abatement				Excluded

**Total - Existing Conditions****\$271,044****03 Concrete**

New Building Area				
Footings, allowance	1,279	sf	\$14.50	\$18,546
Slab on grade, Allowance	1,279	sf	\$15.00	\$19,185

**Total - Concrete****\$37,731****07 Thermal And Moisture Protection**

Roofing				
Modified bituminous membrane roofing system	15,050	sf	\$8.47	\$127,474
Insulation				
Batt insulation, attached to underside of roof	15,050	sf	\$2.47	\$37,174
Sheet metalwork				
Reglet and counter flashing	175	lf	\$18.31	\$3,204
Parapet coping, 8" wide	175	lf	\$18.11	\$3,169
Skylights				
Polycarbonate skylight with aluminum framing	543	sf	\$85.21	\$46,269
Miscellaneous				
Fire safing	15,157	sf	\$1.40	\$21,220

## Palms Community Center Renovation

Lakewood, California

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## DETAIL ELEMENTS - COMMUNITY CENTER

Element	Quantity	Unit	Unit Cost	Total
Caulking and sealants	15,157	sf	\$2.50	\$37,893
Total - Thermal And Moisture Protection				\$276,402

## 08 Openings

## Exterior doors

Hollow metal door, frame and hardware

Maintenance

Single

1 ea \$1,698.50 \$1,699

Service

Double

1 pr \$3,027.87 \$3,028

Electrical

Single

1 ea \$1,698.50 \$1,699

Assembly

Double

2 pr \$3,027.87 \$6,056

Lobby

Double

1 pr \$3,027.87 \$3,028

Single

1 ea \$1,698.50 \$1,699

Work Room

Single

1 ea \$1,698.50 \$1,699

Women's Restroom

Single

1 ea \$1,698.50 \$1,699

Men's Restroom

Single

1 ea \$1,698.50 \$1,699

Office

Double

1 pr \$3,027.87 \$3,028

Gymnastics

Double

1 pr \$3,027.87 \$3,028

Transformer

Double

1 pr \$3,027.87 \$3,028

Zone/Teen Room

Double

1 pr \$3,027.87 \$3,028

Large Storage - Assembly

Double

1 pr \$3,027.87 \$3,028

## Exterior glazing

Assembly

Aluminum storefront system

420 sf \$103.22 \$43,352

Work Room

Aluminum storefront system

150 sf \$103.22 \$15,483

Equipment Room

Aluminum storefront system

100 sf \$103.22 \$10,322

Office

Aluminum storefront system

200 sf \$103.22 \$20,644

Lobby

Aluminum storefront system

200 sf \$103.22 \$20,644

## Palms Community Center Renovation

Lakewood, California

Conceptual Design Rough Order of Magnitude Revised 02/07/2022

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12/18/21

## DETAIL ELEMENTS - COMMUNITY CENTER

Element	Quantity	Unit	Unit Cost	Total
Interior doors				
Hollow metal door, frame and hardware				
Equipment Room				
Single	1	ea	\$1,633.38	\$1,633
Staff Office				
Single	1	ea	\$1,633.38	\$1,633
Office				
Single	1	ea	\$1,633.38	\$1,633
Women's Restroom				
Single	1	ea	\$1,633.38	\$1,633
Single Restroom				
Single	1	ea	\$1,633.38	\$1,633
Men's Restroom				
Single	1	ea	\$1,633.38	\$1,633
Zone/Teen Room				
Double	1	pr	\$2,800.00	\$2,800
Small Storage - Assembly				
Single	1	pr	\$2,800.00	\$2,800
Large Storage - Assembly				
Single	1	pr	\$2,800.00	\$2,800
Lobby				
Double	1	pr	\$2,800.00	\$2,800
Kitchen				
Single	1	ea	\$1,633.38	\$1,633
Miscellaneous doors				
Kitchen				
Metal roll-up door, 8'-0" x 8'-0", electrically operated	1	ea	\$8,364.00	\$8,364
Maintenance				
Metal roll-up door, 8'-0" x 8'-0", electrically operated	1	ea	\$8,364.00	\$8,364
Interior glazing				
Kitchen				
E/o transaction window, 3'-0" x 5'-2"	1	ea	\$3,644.00	\$3,644
Office				
E/o transaction window, 3'-0" x 5'-2"	1	ea	\$3,644.00	\$3,644
Total - Openings				\$194,537

## 09 Finishes

Exterior walls				
Clean & Paint CMU	3,930	sf	\$2.50	\$9,825
Exterior wall finish, allowance	4,853	sf	\$25.00	\$121,325
Exterior wall metal stud framing, gypsum board to both sides, insulation, paint	690	sf	\$35.75	\$24,668
Assembly				
LVT	3,578	sf	\$6.85	\$24,509
Base	249	lf	\$3.66	\$911

**Palms Community Center Renovation**

Lakewood, California

Conceptual Design Rough Order of Magnitude Revised 02/07/2022

Project # 21-0000

12/18/21

**DETAIL ELEMENTS - COMMUNITY CENTER**

Element	Quantity	Unit	Unit Cost	Total
ACT ceilings	3,578	sf	\$6.24	\$22,327
Interior metal stud framing, gypsum board to both sides, insulation	1,160	sf	\$19.34	\$22,434
Patch, repair, paint walls	4,980	sf	\$3.50	\$17,430
Electrical				
LVT	126	sf	\$6.85	\$863
Base	47	lf	\$3.66	\$172
Gypsum board ceilings	126	sf	\$10.80	\$1,361
Patch, repair, paint walls	423	sf	\$3.50	\$1,481
Equipment Room				
LVT	189	sf	\$6.85	\$1,295
Base	57	lf	\$3.66	\$209
Gypsum board ceilings	189	sf	\$10.80	\$2,041
Millwork	34	lf	\$328.00	\$11,152
Metal stud framing, gypsum board to both sides, insulation	261	sf	\$19.34	\$5,048
Patch, repair, paint walls	513	sf	\$3.50	\$1,796
Work Room				
Millwork	42	lf	\$328.00	\$13,776
Future Office				
LVT	247	sf	\$6.85	\$1,692
Base	63	lf	\$3.66	\$231
Gypsum board ceilings	247	sf	\$10.80	\$2,668
Metal stud framing, gypsum board to both sides, insulation	108	sf	\$19.34	\$2,089
Patch, repair, paint walls	567	sf	\$3.50	\$1,985
Gymnastics				
Gym flooring	4,632	sf	\$18.00	\$83,376
Base	274	lf	\$3.66	\$1,003
ACT ceilings	4,632	sf	\$6.24	\$28,904
Patch, repair, paint walls	2,466	sf	\$3.50	\$8,631
Janitor				
LVT	58	sf	\$6.85	\$397
Base	31	lf	\$3.66	\$113
Gypsum board ceilings	58	sf	\$10.80	\$626
Metal stud framing, gypsum board to both sides, insulation	135	sf	\$19.34	\$2,611
Patch, repair, paint walls	279	sf	\$3.50	\$977
Kitchen				
Quarry tile flooring	230	sf	\$18.50	\$4,255
Base	60	lf	\$3.66	\$220
Gypsum board ceilings	230	sf	\$10.80	\$2,484
Patch, repair, paint walls	540	sf	\$3.50	\$1,890
Large Storage - Assembly				
LVT	371	sf	\$6.85	\$2,541
Base	77	lf	\$3.66	\$282

## Palms Community Center Renovation

Lakewood, California

Conceptual Design Rough Order of Magnitude Revised 02/07/2022

Project # 21-0000

12/18/21

## DETAIL ELEMENTS - COMMUNITY CENTER

Element	Quantity	Unit	Unit Cost	Total
Gypsum board ceilings	371	sf	\$10.80	\$4,007
Metal stud framing, gypsum board to both sides, insulation	162	sf	\$19.34	\$3,133
Patch, repair, paint walls	693	sf	\$3.50	\$2,426
Lobby				
LVT	1,565	sf	\$6.85	\$10,720
Base	286	lf	\$3.66	\$1,047
Gypsum board ceilings	1,203	sf	\$10.80	\$12,992
Interior wall finish, allowance	793	sf	\$15.00	\$11,895
Patch, repair, paint walls	5,720	sf	\$3.50	\$20,020
Men's Restroom				
Ceramic tile flooring	277	sf	\$16.39	\$4,540
Ceramic tile base	75	lf	\$17.16	\$1,287
Gypsum board ceilings	277	sf	\$10.80	\$2,992
Metal stud framing, gypsum board to both sides, insulation	477	sf	\$19.34	\$9,225
Ceramic wall tiling	675	sf	\$17.96	\$12,123
Office				
LVT	361	sf	\$6.85	\$2,473
Base	109	lf	\$3.66	\$399
Gypsum board ceilings	361	sf	\$10.80	\$3,899
Millwork	23	lf	\$328.00	\$7,544
Metal stud framing, gypsum board to both sides, insulation	180	sf	\$19.34	\$3,481
Patch, repair, paint walls	981	sf	\$3.50	\$3,434
Single Restroom				
Ceramic tile flooring	79	sf	\$16.39	\$1,295
Ceramic tile base	35	lf	\$17.16	\$601
Gypsum board ceilings	79	sf	\$10.80	\$853
Metal stud framing, gypsum board to both sides, insulation	234	sf	\$19.34	\$4,526
Ceramic wall tiling	315	sf	\$17.96	\$5,657
Small Stg. - Assembly				
LVT	96	sf	\$6.85	\$658
Base	42	lf	\$3.66	\$154
Gypsum board ceilings	96	sf	\$10.80	\$1,037
Metal stud framing, gypsum board to both sides, insulation	117	sf	\$19.34	\$2,263
Patch, repair, paint walls	378	sf	\$3.50	\$1,323
Staff Office				
LVT	107	sf	\$6.85	\$733
Base	41	lf	\$3.66	\$150
Gypsum board ceilings	107	sf	\$10.80	\$1,156
Metal stud framing, gypsum board to both sides, insulation	477	sf	\$19.34	\$9,225
Patch, repair, paint walls	369	sf	\$3.50	\$1,292
Storage - Lobby				
LVT	117	sf	\$6.85	\$801
Base	43	lf	\$3.66	\$157

**Palms Community Center Renovation**

Lakewood, California

Conceptual Design Rough Order of Magnitude Revised 02/07/2022

Project # 21-0000

12/18/21

**DETAIL ELEMENTS - COMMUNITY CENTER**

Element	Quantity	Unit	Unit Cost	Total
Gypsum board ceilings	117	sf	\$10.80	\$1,264
Patch, repair, paint walls	387	sf	\$3.50	\$1,355
Storage - Office				
LVT	55	sf	\$6.85	\$377
Base	35	lf	\$3.66	\$128
Gypsum board ceilings	55	sf	\$10.80	\$594
Patch, repair, paint walls	315	sf	\$3.50	\$1,103
Women's Restroom				
Ceramic tile flooring	347	sf	\$16.39	\$5,687
Ceramic tile base	74	lf	\$17.16	\$1,270
Gypsum board ceilings	347	sf	\$10.80	\$3,748
Ceramic wall tiling	666	sf	\$17.96	\$11,961
Service				
Patch, repair, paint walls	441	sf	\$3.50	\$1,544
Transformer				
Patch, repair, paint walls	522	sf	\$3.50	\$1,827
Zone/Teen Room				
LVT	459	sf	\$17.16	\$7,876
Base	86	lf	\$3.66	\$315
Gypsum board ceilings	459	sf	\$10.80	\$4,957
Metal stud framing, gypsum board to both sides, insulation	162	sf	\$19.34	\$3,133
Patch, repair, paint walls	774	sf	\$3.50	\$2,709
<b>Total - Finishes</b>				<b>\$628,957</b>

**10 Specialties**

## Toilet partitions

## Men's Restroom

Standard stall	2	ea	\$1,026.92	\$2,054
Accessible stall	1	ea	\$1,127.95	\$1,128
Urinal screen	1	ea	\$516.55	\$517

## Women's Restroom

Standard stall	3	ea	\$1,026.92	\$3,081
Accessible stall	1	ea	\$1,127.95	\$1,128

## Toilet accessories

## Men's Restroom

Mirror, 24" x 60" high	1	ea	\$396.00	\$396
Paper towel dispenser/disposal	2	ea	\$453.47	\$907
Liquid soap dispenser	2	ea	\$80.73	\$161
Seat cover / tissue paper dispenser, napkin disposal, recessed	3	ea	\$363.47	\$1,090
Grab bar	2	ea	\$159.71	\$319

## Women's Restroom

## Palms Community Center Renovation

Lakewood, California

Conceptual Design Rough Order of Magnitude Revised 02/07/2022

Project # 21-0000

12/18/21

## DETAIL ELEMENTS - COMMUNITY CENTER

Element	Quantity	Unit	Unit Cost	Total
Mirror, 24" x 60" high	1	ea	\$396.00	\$396
Paper towel dispenser/disposal	2	ea	\$453.47	\$907
Liquid soap dispenser	2	ea	\$80.73	\$161
Seat cover / tissue paper dispenser, napkin disposal, recessed	5	ea	\$363.47	\$1,817
Grab bar	2	ea	\$159.71	\$319
Single Restroom				
Mirror, 18" x 36" high	1	ea	\$218.40	\$218
Paper towel dispenser/disposal	1	ea	\$453.47	\$453
Liquid soap dispenser	1	ea	\$80.73	\$81
Seat cover / tissue paper dispenser, napkin disposal, recessed	1	ea	\$363.47	\$363
Miscellaneous				
Signage	15,157	sf	\$1.00	\$15,157

<b>Total - Specialties</b>	<b>\$30,656</b>
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## 11 Equipment

Kitchen Equipment (OFOI)	Excluded
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<b>Total - Equipment</b>	
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## 12 Furnishings

Blinds	870	sf	\$8.50	\$7,395
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<b>Total - Furnishings</b>	<b>\$7,395</b>
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## 21 Fire Suppression

Fire suppression, new	15,157	sf	\$7.00	\$106,099
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<b>Total - Fire Suppression</b>	<b>\$106,099</b>
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## 22 Plumbing

Plumbing, modify existing	577	sf	\$42.00	\$24,234
Plumbing, new	356	sf	\$68.00	\$24,208

<b>Total - Plumbing</b>	<b>\$48,442</b>
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## Palms Community Center Renovation

Lakewood, California

Conceptual Design Rough Order of Magnitude Revised 02/07/2022

Project # 21-0000

12/18/21

## DETAIL ELEMENTS - COMMUNITY CENTER

Element	Quantity	Unit	Unit Cost	Total
<b>23 HVAC</b>				
Replace HVAC, allowance	15,157	sf	\$35.00	\$530,495
<b>Total - HVAC</b>				<b>\$530,495</b>
<b>25 Integrated Automation</b>				
Controls, allowance	15,157	sf	\$4.50	\$68,207
<b>Total - Integrated Automation</b>				<b>\$68,207</b>
<b>26 Electrical</b>				
Service and distribution	15,157	sf	\$5.00	\$75,785
HVAC equipment connections	15,157	sf	\$3.50	\$53,050
Convenience power, modify / upgrade	15,157	sf	\$5.25	\$79,574
Lighting and lighting controls (replace existing fixtures)				
Assembly	3,578	sf	\$16.50	\$59,037
Electrical	126	sf	\$16.50	\$2,079
Equipment Room	189	sf	\$16.50	\$3,119
Future Office	247	sf	\$16.50	\$4,076
Gymnastics	4,632	sf	\$16.50	\$76,428
Janitor	58	sf	\$16.50	\$957
Kitchen	230	sf	\$16.50	\$3,795
Large Storage - Assembly	371	sf	\$16.50	\$6,122
Lobby	1,203	sf	\$16.50	\$19,850
Men's Restroom	277	sf	\$16.50	\$4,571
Office	361	sf	\$16.50	\$5,957
Single Restroom	79	sf	\$16.50	\$1,304
Small Storage - Assembly	96	sf	\$16.50	\$1,584
Staff Office	107	sf	\$16.50	\$1,766
Storage - Lobby	117	sf	\$16.50	\$1,931
Storage - Office	55	sf	\$16.50	\$908
Women's Restroom	347	sf	\$16.50	\$5,726
Zone/Teen Room	459	sf	\$16.50	\$7,574
Exterior flood lights, allowance	10	ea	\$948.00	\$9,480
Emergency lighting	15,157	sf	\$2.50	\$37,893
Lighting controls	15,157	sf	\$3.50	\$53,050

**Palms Community Center Renovation**

Lakewood, California

Conceptual Design Rough Order of Magnitude Revised 02/07/2022

Project # 21-0000

12/18/21

**DETAIL ELEMENTS - COMMUNITY CENTER**

Element	Quantity	Unit	Unit Cost	Total
Miscellaneous				
Miscellaneous	15,157	sf	\$2.00	\$30,314
<b>Total - Electrical</b>				<b>\$576,237</b>

**27 Communications**

Voice/data system	15,157	sf	\$5.50	\$83,364
<b>Total - Communications</b>				<b>\$83,364</b>

**28 Electrical Safety And Security**

Fire alarm system				
Modify/Upgrade Fire alarm system and infrastructure	15,157	sf	\$2.00	\$30,314
Security system				
Modify/Upgrade security system	15,157	sf	\$2.00	\$30,314
Camera, allowance	1	ls	\$40,000.00	\$40,000
<b>Total - Electrical Safety And Security</b>				<b>\$100,628</b>

**32 Exterior Improvements**

Demolition				
Entry pavers	630	sf	\$3.00	\$1,890
Patio fence	880	sf	\$7.50	\$6,600
Patio gate	1	ea	\$350.00	\$350
Site improvements				
Entry pavers	630	sf	\$20.00	\$12,600
Landscaping, allowance	1	ls	\$25,000.00	\$25,000
<b>Total - Exterior Improvements</b>				<b>\$46,440</b>

**33 Utilities**

Site lighting				
Lighting controls	1	ls	\$3,750.00	\$3,750
Parking lot post top fixture, allowance	10	ea	\$5,420.00	\$54,200
Power feeders	550	lf	\$12.48	\$6,864
Trenching, backfill and compaction, allowance	400	lf	\$37.22	\$14,888

**Palms Community Center Renovation**

Lakewood, California

Conceptual Design Rough Order of Magnitude Revised 02/07/2022

Project # 21-0000

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**DETAIL ELEMENTS - COMMUNITY CENTER**

Element	Quantity	Unit	Unit Cost	Total
Saw-sut, patch and repair AC pavement, allowance	400	lf	\$54.26	\$21,704
Total - Utilities				\$101,406

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## APPENDIX 1 - APPROACH & METHODOLOGY

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<b>Basis of Estimate</b>	- Palms Community Center Renovation Floor Plan dated November 8, 2021
<b>Cost Mark Ups</b>	<p>The following % mark ups have been included in each design option:</p> <ul style="list-style-type: none"> <li>- General Conditions/Requirements (20.00% on direct costs)</li> <li>- Bonds &amp; Insurance (2.30% compound)</li> <li>- Contractor's Fee (5.50% compound)</li> <li>- Design Contingency (15.00% compound)</li> <li>- Escalation to MOC, 10/14/23 (8.52% compound)</li> </ul>
<b>Construction Contingency</b>	It is prudent for all program budgets to include an allowance for change orders which occur during the construction phase. These change orders normally increase the cost of the project. It is recommended that a 10% to 15 % construction contingency is carried in this respect. This cost is not included within the estimate.
<b>Construction Schedule</b>	Costs included herein have been based upon a construction period of 9 months. Any costs for excessive overtime to meet accelerated schedule milestone dates are not included in this estimate.
<b>Method of Procurement</b>	The estimate is based on a design bid build delivery model.
<b>Bid Conditions</b>	This estimate has been based upon competitive bid situations (minimum of 6 bidders) for all items of subcontracted work.
<b>Basis For Quantities</b>	Wherever possible, this estimate has been based upon the actual measurement of different items of work. For the remaining items, parametric measurements were used in conjunction with other projects of a similar nature.
<b>Basis for Unit Costs</b>	Unit costs as contained herein are based on current bid prices in Lakewood, California. Sub overheads and profit are included in each line item unit cost. Their overhead and profit covers each sub's cost for labor burden, materials, and equipment, sales taxes, field overhead, home office overhead, and profit. The general contractor's overhead is shown separately on the master summary.
<b>Sources for Pricing</b>	This estimate was prepared by a team of qualified cost consultants experienced in estimating construction costs at all stages of design. These consultants have used pricing data from Cumming's database for Lakewood, California
<b>Key Exclusions</b>	<p>The following items have been excluded from our estimate:</p> <ul style="list-style-type: none"> <li>- Professional fees, inspections and testing.</li> <li>- Plan check fees and building permit fees.</li> <li>- Furnishings, fixtures and equipment (FF&amp;E), except where noted through the cost estimate.</li> <li>- Premium for PLA Cost.</li> <li>- Major site and building demolition unless noted in the body of the estimate.</li> <li>- Costs of hazardous material surveys, abatements and disposals unless noted in the body of the estimate.</li> <li>- Costs of offsite construction unless noted in body of the estimate.</li> <li>- Blasting and excavation in rock.</li> <li>- Owner furnished Telephone / Data equipment and accessories.</li> </ul>
<b>Items Affecting Cost Estimate</b>	Items which may change the estimated construction cost include, but are not limited to:

## **APPENDIX 1 - APPROACH & METHODOLOGY**

- Modifications to the scope of work included in this estimate.
- Unforeseen sub-surface conditions.
- Restrictive technical specifications or excessive contract conditions.
- Any specified item of material or product that cannot be obtained from 3 sources.
- Any other non-competitive bid situations.
- Bids delayed beyond the projected schedule.

### **Statement of Probable Cost**

Cumming has no control over the cost of labor and materials, the general contractor's or any subcontractor's method of determining prices, or competitive bidding and market conditions. This estimate is made on the basis of the experience, qualifications, and best judgement of a professional consultant familiar with the construction industry. Cumming, however, cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from this or subsequent cost estimates.

Cumming's staff of professional cost consultants has prepared this estimate in accordance with generally accepted principles and practices. This staff is available to discuss its contents with any interested party.

Pricing reflects probable construction costs obtainable in the project locality on the target dates specified and is a determination of fair market value for the construction of this project. The estimate is not a prediction of low bid. Pricing assumes competitive bidding for every portion of the construction work for all sub contractors with a range of 3 - 4 bidders for all items of work. Experience and research indicates that a fewer number of bidders may result in higher bids. Conversely, an increased number of bidders may result in more competitive bid day responses.

### **COVID-19 Disclosure**

The outbreak of the novel Coronavirus (COVID-19), declared by the World Health Organization as a "Global Pandemic" on 11 March 2020, has impacted global financial markets.

Market activity is being impacted in many sectors and circumstances remain very fluid and variable in different jurisdictions. Accordingly, as of this date, we are concerned with the market related impacts on the deliverables we are furnishing to you as part of our Services including cost estimates, budgets, and schedules ("Deliverable(s)"). Indeed, the current response to this pandemic means that we are faced with an unprecedented set of circumstances on which to base a judgement of the effects on the availability of labor, materials, and access and other impacts, although we are monitoring those on a continuing basis. Particularly including productivity impacts as a result of the CDC directives regarding social distancing.

Our Deliverables must be regarded with a degree of 'material uncertainty, – and a higher degree of caution – than would normally be the case. Given the unknown future impact that the COVID-19 pandemic might have on the construction and real estate markets, we recommend that you keep the Deliverables of this project under frequent review. For your information, we have not added or considered a COVID19 additional contingency within this Deliverable"

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## APPENDIX 1 - APPROACH & METHODOLOGY

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### Recommendations

Cumming recommends that the Owner and the Architect carefully review this entire document to ensure it reflects their design intent. Requests for modifications of any apparent errors or omissions to this document must be made to Cumming within ten days of receipt of this estimate. Otherwise, it will be assumed that its contents have been reviewed and accepted. If the project is over budget or there are unresolved budget issues, alternate systems / schemes should be evaluated before proceeding into further design phases.

It is recommended that there are preparations of further cost estimates throughout design by Cumming to determine overall cost changes since the preparation of this preliminary estimate. These future estimates will have detailed breakdowns indicating materials by type, kind, and size, priced by their respective units of measure.

# EXHIBIT B DESIGN RESPONSIBILITY MATRIX

## PALM PARK RENOVATION

### CITY OF LAKEWOOD

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	All Consultants will provide the usual and customary services applicable to their Specialty / Discipline.																												NOTES
	P = Primary Responsibility S = Secondary Responsibility s = Secondary Support / Coordination																												
Grey text indicates OWNER's Consultant / Contractor and/or specific design task is not anticipated at time of Agreement, and may require Additional Services																													
	OWNER	DAHLIN - ARCHITECTURE & INTERIOR DESIGN	DAHLIN - ARCHITECTURE	DAHLIN - INTERIOR DESIGN	STRUCTURAL ENGINEER	MECHANICAL ENGINEER	PLUMBING ENGINEER	ELECTRICAL ENGINEER	LOW-VOLTAGE / LIGHTING DESIGNER	CIVIL ENGINEER	SURVEYOR	LANDSCAPE ARCHITECT	HAZARDOUS MATERIALS CONSULTANT	COST ESTIMATOR	GEOTECHNICAL ENGINEER	ARBORIST	FIRE ALARM AND ALARM SYSTEMS	SECURITY EVALUATION CONSULTANT	EMERGENCY COMMUNICATIONS	KITCHEN DESIGN CONSULTANT	ACOUSTIC CONSULTANT	SOLAR / PHOTOVOLTAIC DESIGN	AUDIO VISUAL SYSTEMS CONTRACTOR	TELECOM / DATA SYSTEMS CONTRACTOR	CASp	SIGNAGE & WAYFINDING DESIGNER			
Site & Building Design Scope per Owner / Architect Agreement																													
Owner Responsibilities per Agreement	X																												
Architect Responsibilities per Agreement		X																											
Pre & Post Design Services																													
Site Evaluation & Due Diligence Analysis	X		P							S	P	S	P		s														
Existing Facility Survey & Analysis		X	P		P	P	P	P		P	P				P	P													
Existing Facility Measured Drawings		X	P		S	S	S	S																					
As Constructed Record Drawings		X	P		S	S	S	S	S	S		S																	
Structural Engineering, Post Tension Slab & Truss Design																													
Foundation Plan																													
Building Slab Plan		X	P		S	s	s	s																					
Site Slab Plan		X	S		P					S		s				s													
Framing Plans, Structural Sections & Details		X	S		P	s	s	s														s							
Structural Static and Lateral Load Calculations		X			P																								
Truss Design & Shop Drawings		X	s		S																								
Structural Site Features																													
Site Retaining Walls (under 36")		X	s							P		S				s													
Site Retaining Walls (over 36")		X	s		P							S				s													
Site Stairways		X	s		S					P		S				s													
Site Lighting Pole Footings		X	s		P			s				S																	
Canopy, Trash Enclosure, and Architectural elements etc.			P																										
Architectural Design	x	X	P									S																	
Structural Details & Calculations		X	s		P							s																	
Solar Panel support systems	x	X	s		P																								
Structural anchorage and support of MEP equipment		X	s		P	s	s	s																					
Mechanical & Plumbing Systems Design																													
Heating, Ventilation and Air Conditioning (HVAC) Systems Design & Layout		X	S		s	P	s	s																					
HVAC Calculations		X				P																							
Gas, Water, Hot Water and Sewer Systems Design within five (5) feet of building envelope		X	S		s	s	P	s																					
Plumbing & Gas Diagrams		X					P																						
Integration of Solar Hot Water System		X					S															P							
Sustainability / Green Energy, LEED Documentation & Solar Systems Design																													
Title 24 Compliance Forms & Documentation	x	X	S	s		s	s	s	s														s						
Cal-Green Checklist	x	X	S			s	s	s	s														s						
LEED Documentation	x	X	S	s		s	s	s	s	s		s											s						
Solar Thermal Design		X	s			s	s	s															P						
Photovoltaic Panel Design		X	s																				P						
Fire Sprinklers, Alarms & Security Systems Design																													
Fire Sprinkler Systems Design - BOD		X	s				S																						
NFPA 13 Fire Sprinkler Specs		X	s				S																						
Fire Alarm Systems and Equipment Design		X	s					s									P												
Security Systems and Equipment Design		X	s					s										P											
Electrical Systems, Lighting & Low Voltage Design																													
Building Electrical Plans, Elevations and Locations		X	S					P																					
Electrical Energy Calculations		X						P																					
Low Voltage Lighting Design		X	S					S	P																				
Integration of Solar PV System w/ Electrical System		X	s					P															S						
Power Distribution / Signal Systems (alarm, tel, tv)		X	S					P									S		s				s	s					

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Purchasing Services

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## NOTES

**P\_2022\_362**

## Cost Estimates

# DIVIDER SHEET

## **COUNCIL AGENDA**

September 13, 2022

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

**SUBJECT:** Fall and Winter Recreation Programs and Events

### **INTRODUCTION**

From after-school activities to community service initiatives, the Recreation and Community Services department plays a central role in creating opportunities that enrich the lives of all those who participate in the many programs and activities offered. Registration for 2022 fall classes began over the Labor Day weekend and classes will begin on Monday, September 26 and run through January 2023.

### **STATEMENT OF FACT**

The seasonal recreation catalog is the guidebook for recreation programs, activities and events scheduled at city parks and community centers. The catalog was made available online beginning Thursday, September 1, with residents receiving postcards directing them to the website. Additionally, a limited number of hard copies of the catalog are available for pick up at Lakewood parks, community centers, and Lakewood City Hall. Falling in line to promote this season's recreational opportunities, the catalog lists over 435 classes and workshops. The cover features the statement "Fall is in the Air" and is accompanied by pictures of special events and activities that take place during the fall season.

### **After-School Programs**

The fall season represents the start of a new school year for Lakewood's school-age population and a new calendar of programming for the department's After-school Activity Zone. Providing a safe and secure place for children to go after school remains a core component of the department's recreation programming and the After-School Activity Zone is a mainstay. Trained recreation staff, at eight parks, supervise "The Zone" providing homework assistance, organized games, and supervised activities for school-age children. The free drop-in program offers a positive place for children to create, learn, and play. Zone activities began on Monday, August 29. Students can participate in a variety of fun activities while parents can be assured that their children are being properly supervised in a safe and creative environment.

### **Facility supervision schedules at most city parks are:**

	August 28 – November 5	November 6 – March 11
Monday – Friday	3 – 6 p.m.	3 – 5 p.m.
Saturday	9 a.m. – 6 p.m.	9 a.m. – 5 p.m.
Sunday/School Holidays	12 noon – 6 p.m.	12 noon – 5 p.m.
All parks are closed on Thanksgiving Day, Christmas Eve and Christmas Day		

### **Teen Programs**

The Lakewood Youth Center and Teen Resource Center at Bloomfield Park will provide a slate of educational and social programs as well as volunteer opportunities for teens in Lakewood. Both centers are open daily and offer a variety of amenities including gaming systems, computers, air hockey, ping pong, movies, music and more! Additionally, specialized programming opportunities include Fusion Fridays at the Youth Center and Super Saturdays at the Teen Resource Center.

The Lakewood Teen Action Committee's Youth in Government program will return this year. The program encourages the youth in Lakewood to immerse themselves in civic engagement and develop an understanding of civic values. Participants will contribute their ideas to provide a positive impact on the Lakewood community. The program is open to Lakewood residents entering grades 10 through 12. Applications are available beginning August 30 through October 31 with participants selected in November. The program calendar begins in December and concludes in May 2023. Additionally, the Lakewood Teen Action Committee will resume this fall continuing to focus on service to the community. Meetings are scheduled to begin on Friday, September 23.

The Annual College Fair returns to The Centre on Tuesday, October 11. This year's fair will be offered in-person while incorporating an Online Resource Guide and the option to attend an in-person or virtual College Information Workshop. Over 50 colleges from across the country are expected to host a display booth and over 500 students and caregivers are anticipated to attend.

### **Lakewood Youth Sports**

The Lakewood Youth Sports (LYS) program continues to be a core focus area of recreational opportunities for youth in Lakewood. LYS has provided young residents a free, fun, and inclusive sports atmosphere to learn athletic skills and the value of sportsmanship. The fall season will offer Flag Football, Volleyball and Volleytennis. Registration took place August 27 through September 10. There is no fee for Lakewood residents. Non-resident registration is \$20 per athlete.

The Flag Football program will offer three divisions. The Rookie Division, for ages 4-5, offers boys and girls a fun introduction to flag football fundamentals using a Nerf football and modified rules for fun with minimal competition. The Smurf Division, for ages 6-7, offers boys and girls a non-competitive league to prepare athletes for the transition from Smurf to competitive play. The Competitive Division is for youth ages 8-15.

The Girls Volleytennis program, for girls ages 8-9, is a fast-moving game played like volleyball with a modified format. Girls Volleyball is offered for participants ages 10-17. Players are assigned to teams for league play and city championships.

Teams will practice and play on weekday evenings and Saturday mornings. Volleyball teams will practice and play games at the Hoover Middle School gymnasium. Practices begin the week of

September 19, while league games will be played October 8 to December 3. Playoffs will conclude by Saturday, December 10.

### **Older Adult Programming**

Lakewood's senior population will also find many opportunities to stay busy this fall. At the Burns Community Center, fitness classes, including step aerobics, stretching, walking club, and chair volleyball, are offered daily, with a few of the more popular classes meeting twice per week. The competitive Pickleball group attracts over 100 members and will continue to meet four times a week, with two days of morning play and two days of evening play. American Sign Language Basics and Seasonal Cookie Decorating are a few new Active+ classes added to the fall programming. Also scheduled this fall are regular programs including: two driving courses sponsored by AARP, three Canvas and Cupcake classes, two Bunco parties, Beginning Spanish, and Gentle Yoga..

Daily activities at the Weingart Senior Center are going strong and include a variety of classes that keep older adults interested and engaged. The fitness room provides stationary bikes, treadmills, and weights, and is open for daily use. Additionally, recreation staff leads and conducts fitness classes including chair exercise, mat exercise, aerobics and cardio salsa. A variety of dance, art, handicraft, and other recreation programs are also offered throughout the week. Karaoke Dance and Sing is currently offered twice per month. The Human Services Association Nutrition Program has reopened for in-person dining and provides dine-in congregate lunch service Monday, Tuesday, Thursday, and Friday, with a frozen meal pick up option on Wednesdays which provides a week's worth of meals. The 11<sup>th</sup> annual Older Adults Benefits Fair takes place at Weingart Senior Center on Monday, October 17 from 10 a.m. to noon. Representatives of various health plans will help seniors compare benefits.

### **Community Events**

Two community events will be offered this fall for neighbors to meet up at their neighborhood park and get to know each other. Family Game Nights will be offered on Wednesday, September 28 and Friday, November 18 from 6 to 8 p.m. At these fun-filled events, kids can challenge their parents or families can challenge each other in good natured competition in trivia, charades, and other games. Community Walks are offered on Wednesday, October 5 and September, December 10. Families can join their neighbors for a one-hour walk around their local park. Pre-registration is required for both events.

### **Fall Special Events**

The fall issue of the catalog promotes several special events including the Play at Palms series of events featuring a different event at Palms Park on the second Friday of each month. The series began on Friday, September 9 with a Concert in the Outfield featuring Stone Soul. Movie Nights

will be offered on Friday, October 14, with Ghostbusters (2021) and Friday, January 13 with Sonic the Hedgehog 2. These events are free for the community to attend.

This year the second annual Fest-Of-All multi-cultural food and music festival will be held on Saturday, October 8 from 2 to 8 p.m. at Lakewood Center in the large parking area south of El Torito and west of Target. Representing a wide variety of cultures, Fest-Of-All will include the following key event elements:

- Multi-Cultural Food Court
- Two entertainment stages—with a wide variety of musical acts and dance performers
- Family Fun Zone with inflatable attractions
- Craft Village
- Children's Cultural Booth
- Community display booths for Lakewood non-profit organizations

The Lollipop Lane Craft Boutique will once again take place at Mayfair Park, on Saturday, October 15 from 9 a.m. to 3 p.m. This shopping venue will feature over 115 vendors, many of whom are Lakewood residents, selling affordable handmade craft and gift items.

Lakewood's Halloween carnivals will take place at eight parks on Monday, October 31 from 6 to 8:30 p.m. The free carnivals feature game booths and contests in a safe Halloween environment for youngsters 6 to 12 years of age. Over 200 attractions for preschool and school-age children will be featured. Winners will receive candy and novelty prizes at each booth. Special contests and games are scheduled throughout the evening, highlighted by the costume parade for all ages at 7 p.m. Popular attractions include the haunted house, specially designed for children 6 to 11 years old, which will be open throughout the evening at Bolivar, Del Valle, and San Martin Parks. Mayfair Park will also have inflatable bounce houses, obstacle courses, and extreme attractions on site for additional Halloween fun for a minimal cost.

The Project Shepherd Holiday Program will arrive in November for families in need to register to receive canned food, grocery store gift cards and gifts for children. Local schools will be encouraged to support efforts with a food drive this year. Children enrolled in the Project Shepherd program can request individualized gifts through the Teddy Bear Tree Program. Community members, employee groups, churches, and businesses throughout the city traditionally fulfill gift requests for this holiday giving program. Virtual options such as online donations and the Amazon Gift Registry will once again be offered this year. Registration for the Project Shepherd Program opens on Wednesday, November 2 at the Burns Community Center and Palms Park.


**SUMMARY**

The department's after-school programs, youth sports leagues, programs for older adults, community special events, and contract classes continue to provide residents with opportunities to learn, be active, have fun, and connect with the community.

**RECOMMENDATION**

Staff recommends the City Council receive and file the report on Fall and Winter Recreation Programs and Events.

Valarie Frost, Director   
Recreation and Community Services

  
Thaddeus McCormack  
City Manager