

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

September 22, 2020

*Pursuant to Governor Newsom's Executive Order No. N-29-20, members of the City Council of the City of Lakewood or staff may participate in this meeting via teleconference. While maintaining appropriate social distancing, members of the public may participate in person at 5000 Clark Avenue, Lakewood, California. Public comments and questions pertaining to any item on the agenda will be accepted via email at [cityclerk@lakewoodcity.org](mailto:cityclerk@lakewoodcity.org) up to 5:30 p.m. on the day of the meeting. We ask that you please indicate the specific item on which you wish to be heard or whether your comments will be under oral communications.*

**ADJOURNED MEETING:**

Pillars of Community/Legends of Lakewood and Front Yard Landscape Ordinance

6:00 p.m.

MAPLE ROOM

**CALL TO ORDER**

7:30 p.m.

**INVOCATION:**

**PLEDGE OF ALLEGIANCE:**

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

**ANNOUNCEMENTS AND PRESENTATIONS:**

Presentation in Celebration of Cerritos College's 65th Anniversary

**ROUTINE ITEMS:**

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

RI-1 MEETING MINUTES - Staff recommends City Council approve Minutes of the Meeting held April 28, 2020

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 REVISIONS TO CONFLICT OF INTEREST CODE - Staff recommends City Council accept and approve conflict of interest code for officers and employees of the City of Lakewood as submitted.

RI-5 MONTHLY REPORT OF INVESTMENT TRANSACTIONS - AUGUST 2020 - Staff recommends City Council approve monthly report of investment transactions.

RI-6 RESOLUTION NO. 2020-52; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD EXTENDING A LOCAL EMERGENCY DUE TO THE COVID-19 VIRUS - Staff recommends City Council adopt proposed resolution.

## **City Council Agenda**

September 22, 2020

Page 2

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

RI-7 AGREEMENT WITH TYLER TECHNOLOGIES INC. FOR MUNIS ACCOUNTING SOFTWARE LICENSES AND SUPPORT - Staff recommends City Council approve a three-year agreement with Tyler Technologies, Inc. for FY 2021 through FY 2023 in the amount of \$168,718.91 per year for accounting software licensing and support.

RI-8 RENEWAL OF THE EQUESTRIAN CENTER LICENSE AGREEMENT - SOUTHERN CALIFORNIA EDISON COMPANY - Staff recommends City Council Council authorize the Mayor and City Clerk to execute, on behalf of the City of Lakewood, the Southern California Edison License Agreement renewal for the Lakewood Equestrian Center, as approved to form by the City Attorney.

RI-9 RESOLUTION NO. 2020-53; ADOPTING DEFAULT LOCAL CAMPAIGN CONTRIBUTION LIMITS FOR LOCAL ELECTIONS AS SET FORTH BY ASSEMBLY BILL 571 - Staff recommends City Council Council adopt proposed resolution refraining from adopting Lakewood-specific campaign contribution limits for City office, and to instead to consent to those limits defaulting to the State limits on contributions from individuals for State elective offices.

### **LEGISLATION:**

2.1 RESOLUTION NO. 2020-54; APPOINTMENT TO THE PLANNING AND ENVIRONMENT COMMISSION - Staff recommends City Council adopt proposed resolution.

### **REPORTS:**

3.1 REVISED APPOINTMENTS TO GOVERNMENTAL ASSOCIATIONS, ORGANIZATIONS & COMMITTEES - Mayor recommends City Council approve appointments.

3.2 TELEPHONE SYSTEM UPGRADE AND MAINTENANCE SERVICE AGREEMENT WITH THE TECHNOLOGY DEPOT - Staff recommends City Council Council approve a three year maintenance service agreement with The Technology Depot for the maintenance and support of the Telephone System at the cost of \$9,383.00 for the first prorated year and \$11,917.33 per year for the remaining two years and approve a three year telephone service agreement with The Technology Depot for the installation, maintenance, support and use of the Mitel Hybrid Cloud SD-WAN Plus with an initial installation cost of \$798 and \$10,848 per year for three years.

3.3 REPORT ON COMMUNITY DIALOGUE

## **AGENDA**

### **LAKWOOD HOUSING SUCCESSOR AGENCY**

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

### **ORAL COMMUNICATIONS:**

### **ADJOURNMENT**

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

*Study Session*

## COUNCIL STUDY SESSION

September 22, 2020

**TO:** Honorable Mayor and City Council

**SUBJECT:** Discussion of proposed ordinance amendment pertaining to standards for front yard landscaping and permeable surfaces.

### INTRODUCTION

On April 9, 2019, the City Council held a study session to discuss possible regulations related to front yard landscaping and vehicle parking. While front yard landscaping and vehicle parking are interrelated issues, this study session is focused solely on a proposed ordinance amendment pertaining to standards for front yard landscaping and permeable surfaces. Staff believes that an ordinance amendment is necessary to establish minimum landscaping standards for front yards, but also to help with the continued control and enforcement of the City's parking regulations in these areas.

### STATEMENT OF FACTS

Currently there is no regulation prohibiting Lakewood property owners from paving or placing impermeable materials to cover all of the required front yard area. Because building permits are not required to do "flat work", a property owner has no requirement to seek City approval for paving any or all portions of their front yard. The following are excerpts from the Lakewood Municipal Code (LMC) relevant to this discussion:

#### **Front Yard Defined**

*LMC 9322.4. FRONT YARD. Every lot and every parcel in the R-1 zone shall have a front yard setback of not less than twenty (20) feet from the front property line except as listed below, or not less than ten (10) feet from the front property line where said lot or parcel is located on a cul-de-sac street or on a knuckle intersection. Every lot and every parcel in the R-1 zone located within Tract No. 11600 and Tract No. 12673 (more commonly known as Lakewood Gardens) shall have a front yard setback of not less than fourteen (14) feet from the front property line.*

#### **Single-Family Residential Landscape Regulations**

*LMC 9322.10 and 9326.13. YARD AREAS. All yard areas not occupied by buildings, accessory structures, walkways, pools, spas, driveways, decks, or similar building or architectural devices, are to be provided with ground cover to deter erosion, dust, accumulation of water or mud, and an unsightly appearance. Ground cover is grass, trees, plants, shrubs, flowers, or permitted decorative features including bark, concrete, and rock. (Added by Ord. 2005-8)*

Please note that as stated: "Ground Cover is .....concrete and rock". This is the wording that is at issue, as this allows a resident to fully cover all yards or portions thereof with only concrete or rock.

## **POLICY CONSIDERATIONS**

### **Front Yard Landscaping**

The wording of the existing ordinance allows for the front yard area to potentially be completely covered with concrete. Not only could the front yard area not have any organic plant material, but it would likely be used for additional vehicle parking.


Staff is preparing a draft ordinance that would define “Front Yard Landscape Area” for a single-family residence, as that portion of the required front yard that remains after excluding driveways, walkways, and permitted porch projections. This area is mandated to be landscaped with a permeable ground cover, and that no less than half of the required permeable area shall be covered with organic materials, unless otherwise approved by Planning (e.g. permeable artificial turf). Any addition of hardscape, paving or landscaping shall be approved through a site plan review or other planning review, to the satisfaction of the Community Development staff. It may also be subject to review by the Development Review Board, if in conjunction with a construction project that is subject to their review or review by the Planning and Environment Commission.

## **RECOMMENDATION**

Staff recommends that the City Council discuss the proposed ordinance amendment and options for regulations regarding front yard landscaping and permeable surfaces, and establish some preferred policy directions. Direct staff to prepare and present an ordinance in accordance with those policy directions to Planning and Environmental Commission for review. The Planning and Environment Commission shall conduct a hearing on the ordinance, as it is a land use regulation and then the Planning and Environment Commission will be requested to provide a recommendation to the City Council regarding the proposed ordinance.



Abel Avalos  
Director of Community Development



Thaddeus McCormack  
City Manager

## **Attachment A**

### **Front Yard Landscape and Paving Standards** *Excerpts From Various Gateway Cities Municipal Codes*

#### **Artesia – 9-2.2805**

A minimum of forty (40%) percent of the front yard area of any lot or parcel in the Single-Family (R-1) Zone shall be improved and maintained with landscaping, as such term is defined in this Code.

#### **Bell – 17.16.040 (B)**

All open areas within the front yard, except for legally permitted driveways and walkways, shall be maintained with landscaping. Hardscape shall be limited to a twelve (12) foot wide driveway and a forty-two (42) inch-wide walkway. The driveway and walkway areas shall not be combined and shall be separated with a forty-two (42) inch-wide (minimum) landscaped area. The driveway and walkway may be connected for a span no greater than forty-two (42) inches in width. For the purpose of this section, “front yard” means the area forward of the primary structure.

#### **Bellflower – 17.16.200 (A)**

All required front-yard and street-facing side-yard setbacks, excluding driveways and walkways, shall be landscaped and maintained.

#### **Bell Gardens – 9.34.020**

The use of fountains, boulders, bridges, rock, gravel, decomposed granite, or other similar hardscape materials shall not exceed 50 percent of the total landscaped area. When hardscape is used, the remaining portion of the landscaped area not used for hardscape shall be planted with live plant materials to include a combination of ground cover, shrubs, and trees.

#### **Cerritos – 22.22.700 (16) (c)**

Open areas visible from the street which are not approved driveways or parking areas shall be landscaped and maintained with a suitable ground cover in order to ensure that the appearance of the property will not create a public nuisance or be a detriment to the value of surrounding properties.

(i) Coverage.

(A) A minimum of forty percent of the front yard area shall be landscaped.

(B) A minimum of eighteen inches of organic plant material shall be required between the driveway and the pedestrian entry walkway.

#### **Compton – 30-43.3 (a) 1 & 2**

1. Front yard and street side yard areas shall be landscaped with a combination of plant materials in order to create a variety of landscape elevations;
2. Paved areas within required front and street side yard setbacks shall be limited to walkways and required driveways.

#### **Downey – 9520.04**

All front and street side setbacks within all zones, excluding approved walkways and driveways, shall be landscaped.

#### **Hawaiian Gardens – 18.50.020 (A)**

All open areas within a lot including required setback areas, excluding parking areas and driveways, shall be landscaped with sod, shrubs, or trees.

**La Mirada – 21.66.040 (note 1.)**

No less than 50 percent of the required front yard area of any single-family lot shall be maintained with a pervious surface.

**Montebello – 17.10.080**

Landscaping is required throughout required setbacks and other open areas which are visible from the public right-of-way and which are not used for parking, access or loading.

Nonliving material shall not be substituted for required landscaping.

**Norwalk – 17.03.010**

1. All required yards abutting streets must be completely landscaped, exclusive of driveways, porches, patios and walkways.

2. Within the required front yard, driveways, pursuant to Section 17.03.050, and walkways, porches, and patios, which are paved or contain stones, rocks, pebbles, gravel, sand, decomposed granite, pavers, bricks, or other material as determined by the Director shall not cover more than fifty (50) percent of the required front yard, not to exceed five-hundred (500) square feet, except as allowed by the Director for properties with a substandard width or unique shape, orientation or configuration.

**Paramount – 44.23**

Front yards shall be fully landscaped, excluding driveways and walkways. Hardscape (non-permeable) is limited to existing driveways, walkways, patios and courtyards.

**Pico Rivera – 18.42.050 (note 20)**

Every residential front yard shall be fully landscaped and irrigated with the exception of driveways leading to required parking and walkways not exceeding six feet in width.

**Santa Fe Springs – 155.455 (D) (7)**

(7) Parking or storage of operable automobiles, recreational vehicles, boats or boat trailers shall be permitted in a required front yard and/or side yard where adjoining a public street only in accordance with the following:

(a) For any single-family use in a residential zone the required driveway may be used for the parking or storage of operable automobiles, recreational vehicles, boats or boat trailers.

(b) For any single-family use in a residential zone, paved areas, immediately adjacent to the required access driveway may be used for the parking or storage of operable automobiles, recreational vehicles, boats or boat trailers. Such paved areas shall not exceed a maximum width of six feet measured toward the nearest property line and a maximum width of two feet on the opposite side measured from the required driveway. Maximum total combined width of paved areas and driveway shall not exceed 20 feet.

**Signal Hill – 20.10.072**

A. Maximum Percent Hardscape Area. With the exception of the established driveway allowance, the maximum area of hardscape material (permeable or non-permeable) within the front setback shall be limited to twenty-five percent of the setback area (includes walkways, patios and courtyards, but excludes driveways).

1. Area of front setback - area of required driveway = remaining front setback area.
2. Remaining front setback area x twenty-five percent = total allowed hardscape area.

B. Driveway Allowance. Driveways serving required garages, or providing on-site parking (for properties without garages) are excluded from the maximum allowed twenty- five percent of hardscape material in front yard setbacks.

<b>Driveway Allowance is based on required garage capacity and size</b>	
<b>Garage Capacity</b>	<b>Driveway Allowance</b>
0 - 1 car garage	10' (max. width)
2 car garage	20' (max. width)
3 or more car garage	30' (max. width)

**South Gate – 11.25.070**

Hardscape (driveways, walkways, steps, terraces, and other site design elements that are placed directly on grade) within the front setback shall be limited to the permitted driveway and a six-foot-long access walk to the entry of the residence.



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

# Routine Items

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

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

## COUNCIL AGENDA

September 22, 2020

**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>				
	Winni Weaver	Accounting Technician	13A	09/14/2020
<b>B. Changes</b>				
	None			
<b>C. Separations</b>				
	None			
<b>2. PART-TIME EMPLOYEES</b>				
<b>A. Appointments</b>				
	None			
<b>B. Changes</b>				
	None			
<b>C. Separations</b>				
	Terri Voge	Service Request Representative I	B	09/11/2020

  
Thaddeus McCormack  
City Manager

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

**CITY OF LAKEWOOD  
FUND SUMMARY 9/10/20**

In accordance with section 2521 of the Lakewood Municipal Code there is presented herewith a summary of obligations to be paid by voucher 99292 through 99351. Each of the following demands has been audited by the Director of Administrative Services and approved by the City Manager.

1010	GENERAL FUND	149,781.99
1020	CABLE TV	494.97
1050	COMMUNITY FACILITY	207.36
1621	LA CNTY MEASURE R	769.07
1622	LA CNTY MEASURE M	2,626.92
3001	CAPITAL IMPROV PROJECT FUND	9,051.69
3070	PROPOSITION "C"	9,187.31
5010	GRAPHICS AND COPY CENTER	1,839.91
5020	CENTRAL STORES	2,167.76
5030	FLEET MAINTENANCE	185.25
7500	WATER UTILITY FUND	9,523.10
8030	TRUST DEPOSIT	1,000.00
		<hr/>
		<b>186,835.33</b>

Council Approval

\_\_\_\_\_  
Date

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

Attest

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

\_\_\_\_\_  
Director of Administrative Services

# CITY OF LAKEWOOD

## SUMMARY CHECK REGISTER

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
99292	09/10/2020	4113	SHAKER NERMINE	1,925.00	0.00	1,925.00
99293	09/10/2020	4551	ACCOUNTING PRINCIPALS. INC	3,322.18	0.00	3,322.18
99294	09/10/2020	5179	ALS GROUP USA. CORP.	1,940.00	0.00	1,940.00
99295	09/10/2020	4684	AMAZON.COM LLC	3,332.07	0.00	3,332.07
99296	09/10/2020	5266	BAY AREA DRIVING SCHOOL. INC.	57.20	0.00	57.20
99297	09/10/2020	4800	BISHOP COMPANY	214.03	0.00	214.03
99298	09/10/2020	1935	BREA. CITY OF	44,955.01	0.00	44,955.01
99299	09/10/2020	307	CALIF. STATE DISBURSEMENT UNIT	405.80	0.00	405.80
99300	09/10/2020	5047	CALIFORNIANS ORGANIZED FOR POLICE SUPPORT	100.00	0.00	100.00
99301	09/10/2020	5389	CASSIDY'S CORNER CAFE OF LAKEWOOD LLC	1,257.00	0.00	1,257.00
99302	09/10/2020	7500	CENTRAL BASIN MUNICIPAL WATER	1,755.00	0.00	1,755.00
99303	09/10/2020	51331	CERRITOS POOL SUPPLY	45.25	0.00	45.25
99304	09/10/2020	45894	CINTAS CORPORATION	60.94	0.00	60.94
99305	09/10/2020	46620	CREATIVE BUS SALES	9,067.33	0.00	9,067.33
99306	09/10/2020	4498	DELTA DENTAL INSURANCE COMPANY	1,015.80	0.00	1,015.80
99307	09/10/2020	56889	DELTA DENTAL OF CALIFORNIA	7,642.93	0.00	7,642.93
99308	09/10/2020	3213	DIRECTV INC	35.00	0.00	35.00
99309	09/10/2020	5169	DY. DERWIN	149.90	0.00	149.90
99310	09/10/2020	60826	ECS IMAGING INC	10,667.00	0.00	10,667.00
99311	09/10/2020	4435	ELLIOTT AUTO SUPPLY COMPANY INC	128.79	0.00	128.79
99312	09/10/2020	59433	GANAHL LUMBER COMPANY	128.43	0.00	128.43
99313	09/10/2020	34845	GLASBY MAINTENANCE SUPPLY CO	58.05	0.00	58.05
99314	09/10/2020	5272	GREENE BACKFLOW	840.00	0.00	840.00
99315	09/10/2020	34354	HI-WAY SAFETY RENTALS INC	2,298.71	0.00	2,298.71
99316	09/10/2020	4622	JHM SUPPLY INC	485.04	0.00	485.04
99317	09/10/2020	2956	KICK IT UP KIDZ. LLC	143.00	0.00	143.00
99318	09/10/2020	44339	KIDSGUIDE INC	645.00	0.00	645.00
99319	09/10/2020	4696	NORTH AMERICAN YOUTH ACTIVITIES LLC	41.60	0.00	41.60
99320	09/10/2020	18550	LAKEWOOD. CITY OF	1,000.00	0.00	1,000.00
99321	09/10/2020	2409	LIFTECH ELEVATOR SERVICES INC	390.00	0.00	390.00
99322	09/10/2020	36844	LA COUNTY DEPT OF PUBLIC WORKS	15,421.29	0.00	15,421.29
99323	09/10/2020	58414	MANAGED HEALTH NETWORK	344.85	0.00	344.85
99324	09/10/2020	2434	MSDS ONLINE INC	3,549.00	0.00	3,549.00
99325	09/10/2020	4190	NATIONAL UNION FIRE INSURANCE CO	527.38	0.00	527.38
99326	09/10/2020	4892	NESTLE WATERS NORTH AMERICA	93.76	0.00	93.76
99327	09/10/2020	47554	OFFICE DEPOT BUSINESS SVCS	410.00	0.00	410.00
99328	09/10/2020	51171	PERS LONG TERM CARE PROGRAM	70.64	0.00	70.64
99329	09/10/2020	4309	SAFESHRED	25.00	0.00	25.00
99330	09/10/2020	5197	SIGNAL HILL AUTO ENTERPRISES INC.	329.12	0.00	329.12
99331	09/10/2020	26900	SO CALIF SECURITY CENTERS INC	64.88	0.00	64.88
99332	09/10/2020	4972	CHARTER COMMUNICATIONS HOLDINGS. LLC	4,971.15	0.00	4,971.15
99333	09/10/2020	37930	STANDARD INSURANCE CO UNIT 22	2,261.95	0.00	2,261.95
99334	09/10/2020	37930	STANDARD INSURANCE CO UNIT 22	8,779.28	0.00	8,779.28
99335	09/10/2020	66215	SUPERIOR COURT OF CALIFORNIA	5,723.50	0.00	5,723.50



# CITY OF LAKEWOOD SUMMARY CHECK REGISTER

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
99336	09/10/2020	66215	SUPERIOR COURT OF CALIFORNIA	7,447.50	0.00	7,447.50
99337	09/10/2020	66215	SUPERIOR COURT OF CALIFORNIA	9,456.50	0.00	9,456.50
99338	09/10/2020	66215	SUPERIOR COURT OF CALIFORNIA	12,885.00	0.00	12,885.00
99339	09/10/2020	52610	SWANK MOTION PICTURES INC	615.00	0.00	615.00
99340	09/10/2020	5297	THURSTON ELEVATOR CONCEPTS. INC.	140.00	0.00	140.00
99341	09/10/2020	4873	TRANSAMERICA LIFE INSURANCE COMPANY	1,771.79	0.00	1,771.79
99342	09/10/2020	35089	UNDERGROUND SERVICE ALERT	272.35	0.00	272.35
99343	09/10/2020	49848	USA BLUE BOOK A DIVISION OF	456.68	0.00	456.68
99344	09/10/2020	4840	VERITIV OPERATING COMPANY	334.12	0.00	334.12
99345	09/10/2020	64652	CELLCO PARTNERSHIP	1,182.92	0.00	1,182.92
99346	09/10/2020	57135	VISION SERVICE PLAN	4,334.32	0.00	4,334.32
99347	09/10/2020	3943	WATERLINE TECHNOLOGIES INC	1,506.47	0.00	1,506.47
99348	09/10/2020	17640	WAXIE ENTERPRISES INC	170.66	0.00	170.66
99349	09/10/2020	37745	WESTERN EXTERMINATOR CO	53.50	0.00	53.50
99350	09/10/2020	35146	WILLDAN ASSOCIATES	7,690.75	0.00	7,690.75
99351	09/10/2020	4837	XEROX CORPORATION	1,839.91	0.00	1,839.91
<b>Totals:</b>				<u>186,835.33</u>	<u>0.00</u>	<u>186,835.33</u>

**CITY OF LAKEWOOD**  
**FUND SUMMARY 9/17/2020**

In accordance with section 2521 of the Lakewood Municipal Code there is presented herewith a summary of obligations to be paid by voucher 99352 through 99438. Each of the following demands has been audited by the Director of Administrative Services and approved by the City Manager.

1010	GENERAL FUND	735,479.27
1020	CABLE TV	150.00
1030	CDBG CURRENT YEAR	750.00
1050	COMMUNITY FACILITY	18,699.25
3001	CAPITAL IMPROV PROJECT FUND	609,043.30
3015	ROAD MAINTC & REHAB ACCT	144,032.21
3070	PROPOSITION "C"	2,007.50
5020	CENTRAL STORES	1,408.37
5030	FLEET MAINTENANCE	7,777.07
6020	GEOGRAPHIC INFORMATION SYSTEM	57.88
7500	WATER UTILITY FUND	77,639.60
8020	LOCAL REHAB LOAN	109.50
8060	WATER FIDUCIARY FUND	3,211.50
		<hr/>
		<b>1,600,365.45</b>

Council Approval

\_\_\_\_\_  
Date

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

Attest

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

\_\_\_\_\_  
Director of Administrative Services

# CITY OF LAKEWOOD SUMMARY CHECK REGISTER

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
99352	09/17/2020	4842	A T & T CORP	257.42	0.00	257.42
99353	09/17/2020	4551	ACCOUNTING PRINCIPALS. INC	3,833.05	0.00	3,833.05
99354	09/17/2020	5314	ALESHIRE & WYNDER LLP	3,211.50	0.00	3,211.50
99355	09/17/2020	860	ALLIANT INSURANCE SERVICES	1,321.45	0.00	1,321.45
99356	09/17/2020	50163	AMERICAN PUBLIC WORKS ASSN	260.00	0.00	260.00
99357	09/17/2020	5390	ANDERSON. BRANDON	6,062.65	0.00	6,062.65
99358	09/17/2020	5322	N. HARRIS COMPUTER CORPORATION	26,204.00	0.00	26,204.00
99359	09/17/2020	443	B&M LAWN AND GARDEN INC	77.58	0.00	77.58
99360	09/17/2020	5391	BAILEY. ERIC	5,900.00	0.00	5,900.00
99361	09/17/2020	5158	BANNER BANK	27,149.37	0.00	27,149.37
99362	09/17/2020	5158	BANNER BANK	3,302.80	0.00	3,302.80
99363	09/17/2020	4790	COMPASS BANK	9,557.76	0.00	9,557.76
99364	09/17/2020	1813	BIOMETRICS4ALL INC	9.00	0.00	9.00
99365	09/17/2020	1025	C A C E O	500.00	0.00	500.00
99366	09/17/2020	36824	CARWOOD HAND CARWASH & DETAIL CTR. LLC	60.00	0.00	60.00
99367	09/17/2020	988	CDW LLC	2,591.97	0.00	2,591.97
99368	09/17/2020	40572	CHICAGO TITLE CO	100.00	0.00	100.00
99369	09/17/2020	45894	CINTAS CORPORATION	71.46	0.00	71.46
99370	09/17/2020	64932	CJ CONCRETE CONSTRUCTION INC	144,032.21	0.00	144,032.21
99371	09/17/2020	5214	CLEANCOR HOLDINGS LLC	930.00	0.00	930.00
99372	09/17/2020	4654	BRAGG INVESTMENT COMPANY. INC.	84.20	0.00	84.20
99373	09/17/2020	5376	CONSERVATION CORPS OF LONG BEACH	24,864.00	0.00	24,864.00
99374	09/17/2020	59607	DANGELO COMPANY	991.70	0.00	991.70
99375	09/17/2020	4442	DANIEL'S TIRE SERVICE INC	831.27	0.00	831.27
99376	09/17/2020	4680	DIAZ. ISABELLE	117.50	0.00	117.50
99377	09/17/2020	27200	DICKSON R F CO INC	49,091.43	0.00	49,091.43
99378	09/17/2020	4734	DOSSIER SYSTEMS. INC.	1,383.00	0.00	1,383.00
99379	09/17/2020	5340	DOXIM INC.	9,731.70	0.00	9,731.70
99380	09/17/2020	3199	EDCO WASTE SERVICES LLC	442,837.33	0.00	442,837.33
99381	09/17/2020	3199	EDCO WASTE SERVICES LLC	8,403.45	0.00	8,403.45
99382	09/17/2020	5242	EEC ACOUISITION LLC	56.20	0.00	56.20
99383	09/17/2020	4435	ELLIOTT AUTO SUPPLY COMPANY INC	313.83	0.00	313.83
99384	09/17/2020	3946	FERGUSON ENTERPRISES INC	1,181.65	0.00	1,181.65
99385	09/17/2020	4947	FILE KEEPERS. LLC	21.40	0.00	21.40
99386	09/17/2020	5220	GARCIA. CRYSTAL	150.00	0.00	150.00
99387	09/17/2020	2551	GOV'T FINANCE OFFICERS ASSOC	1,090.00	0.00	1,090.00
99388	09/17/2020	5257	GRANITE TELECOMMUNICATIONS. LLC	85.08	0.00	85.08
99389	09/17/2020	38311	H & H NURSERY	40.14	0.00	40.14
99390	09/17/2020	65575	HAP'S AUTO PARTS	208.87	0.00	208.87
99391	09/17/2020	35477	HARA M LAWNMOWER CENTER	289.37	0.00	289.37
99392	09/17/2020	34354	HI-WAY SAFETY RENTALS INC	1,454.16	0.00	1,454.16
99393	09/17/2020	42031	HOME DEPOT	2,700.56	0.00	2,700.56
99394	09/17/2020	53484	ENVIRONMENTAL EQUIPMENT SUPPLY INC	59.80	0.00	59.80
99395	09/17/2020	65891	HUMAN SERVICES ASSOCIATION	750.00	0.00	750.00

# CITY OF LAKEWOOD SUMMARY CHECK REGISTER

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
99396	09/17/2020	36589	IMMEDIATE MEDICAL CARE	210.00	0.00	210.00
99397	09/17/2020	53992	YMCA OF GREATER LONG BEACH	3,198.00	0.00	3,198.00
99398	09/17/2020	4783	LANDCARE HOLDINGS INC	7,807.91	0.00	7,807.91
99399	09/17/2020	43017	LARSEN, DEBRA	78.90	0.00	78.90
99400	09/17/2020	3564	LONG BEACH, CITY OF	1,120.99	0.00	1,120.99
99401	09/17/2020	36844	LA COUNTY DEPT OF PUBLIC WORKS	2,634.35	0.00	2,634.35
99402	09/17/2020	60037	LOS ANGELES ENGINEERING, INC	515,837.93	0.00	515,837.93
99403	09/17/2020	4482	MALTY INTERNATIONAL GROUP INC	158.36	0.00	158.36
99404	09/17/2020	61024	MC CROMETER INC	8,582.19	0.00	8,582.19
99405	09/17/2020	5134	NORRIS, RICHARD	3,120.00	0.00	3,120.00
99406	09/17/2020	4443	O'REILLY AUTOMOTIVE STORES INC	826.35	0.00	826.35
99407	09/17/2020	48035	OCAJ INC	9.50	0.00	9.50
99408	09/17/2020	5378	ODELL, LEE H.	19,000.00	0.00	19,000.00
99409	09/17/2020	3888	UAG CERRITOS I, LLC	26.10	0.00	26.10
99410	09/17/2020	5061	PLUMBING DESIGN SOLUTIONS, INC.	1,600.00	0.00	1,600.00
99411	09/17/2020	1919	POLLARD JOSEPH G COMPANY INC	424.76	0.00	424.76
99412	09/17/2020	5367	OUADIENT LEASING USA, INC.	984.49	0.00	984.49
99413	09/17/2020	63364	REEVES NORM HONDA	135.52	0.00	135.52
99414	09/17/2020	4956	ROSS AVIATION INVESTMENT, LLC	3,818.13	0.00	3,818.13
99415	09/17/2020	47285	ROTARY CORP	968.39	0.00	968.39
99416	09/17/2020	65297	S.T.E.A.M.	13,453.14	0.00	13,453.14
99417	09/17/2020	5197	SIGNAL HILL AUTO ENTERPRISES INC.	446.26	0.00	446.26
99418	09/17/2020	5022	MWB COPY PRODUCTS, INC.	115.76	0.00	115.76
99419	09/17/2020	29400	SOUTHERN CALIFORNIA EDISON CO	104,488.39	0.00	104,488.39
99420	09/17/2020	29500	SOUTHERN CALIFORNIA GAS CO	4,329.86	0.00	4,329.86
99421	09/17/2020	1737	SOUTHERN COUNTIES LUBRICANTS	789.78	0.00	789.78
99422	09/17/2020	4368	SPECIALTY TIRES LLC	99.65	0.00	99.65
99423	09/17/2020	5128	SUKUT CONSTRUCTION, LLC	62,753.20	0.00	62,753.20
99424	09/17/2020	56039	SULLY MILLER	357.43	0.00	357.43
99425	09/17/2020	52610	SWANK MOTION PICTURES INC	685.00	0.00	685.00
99426	09/17/2020	5105	TOTAL TEMPERATURE INSTRUMENTATION INC.	2,094.74	0.00	2,094.74
99427	09/17/2020	5284	UNIFIRST CORPORATION	349.62	0.00	349.62
99428	09/17/2020	64652	CELLCO PARTNERSHIP	6,396.55	0.00	6,396.55
99429	09/17/2020	3943	WATERLINE TECHNOLOGIES INC	907.92	0.00	907.92
99430	09/17/2020	17640	WAXIE ENTERPRISES INC	87.52	0.00	87.52
99431	09/17/2020	40925	WEST COAST ARBORISTS INC	43,009.90	0.00	43,009.90
99432	09/17/2020	3699	ANDERSEN, LATRICE	1,000.00	0.00	1,000.00
99433	09/17/2020	3699	GUZMAN, ROBERTO	1,000.00	0.00	1,000.00
99434	09/17/2020	3699	JUAREZ, JANICE EILEEN	1,250.00	0.00	1,250.00
99435	09/17/2020	3699	LUTHER, GLENN	1,000.00	0.00	1,000.00
99436	09/17/2020	3699	MACIAS, MARTIN	1,000.00	0.00	1,000.00
99437	09/17/2020	3699	MAYORGA, ANDREW	2,000.00	0.00	2,000.00
99438	09/17/2020	3699	WEBB, MICHELLE	40.00	0.00	40.00

# CITY OF LAKEWOOD SUMMARY CHECK REGISTER

<u>CHECK #</u>	<u>CHECK DATE</u>	<u>VEND #</u>	<u>VENDOR NAME</u>	<u>GROSS</u>	<u>DISC.</u>	<u>CHECK AMOUNT</u>
			Totals:	<u>1,600,365.45</u>	<u>0.00</u>	<u>1,600,365.45</u>

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

## **COUNCIL AGENDA**

September 22, 2020

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

**SUBJECT:** Conflict of Interest Code for City Officers and Employees

### **INTRODUCTION**

On June 9, 2020, in accordance with State law, the City Council directed that Conflict of Interest Codes be reviewed to determine if any changes or updates were required. The review process has been completed and some minor amendments to the designated positions are submitted for City Council review and approval.

### **STATEMENT OF FACT**

Section 87306.5 of the California Government Code requires every local agency code reviewing body to review conflict of interest codes and make necessary adjustments no later than October 1st of every even-numbered year.

Since the City Council had previously adopted the standardized provisions prepared by the Fair Political Practices Commission (FPPC) to automatically incorporate subsequent updates adopted by the FPPC, only the City's designated positions and disclosure category sections remained to be assessed during the required biennial review.

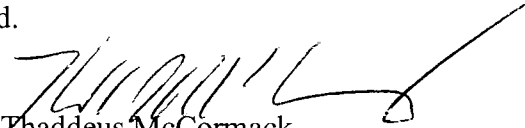
Using guidelines provided by the FPPC, each department has reviewed their designated positions and the level of disclosure for each position to determine if changes were necessary. Changes have been proposed to the three attached designated positions appendices.

The Lakewood Public Financing Authority is a separate body with its own code, with the City Council designated as the code reviewing body. The code has been reviewed by the City Manager and it has been determined that no changes are required at this time.

### **RECOMMENDATION**

Staff recommends the City Council accept and approve the conflict of interest code for officers and employees of the City of Lakewood as submitted.

  
Jo Mayberry  
City Clerk

  
Thaddeus McCormack  
City Manager

**CITY OF LAKEWOOD  
CONFLICT OF INTEREST CODE  
APPENDIX A**

**DESIGNATED POSITIONS  
FOR THE  
DEPARTMENT OF ADMINISTRATION**

Designated Positions	Disclosure Category
City Manager	*
Assistant City Manager	1
Deputy City Manager	1
Assistant to the City Manager	1
City Clerk	1
Human Resources Manager	1
Executive Secretary	3
Public Information Officer	3
Public Safety Director	1
Public Safety Manager	1
Consultants	1**

\*Designation Specified in Government Code Section 87200

\*\*See Consultant Disclosure Category

Revised 9/2020



**CITY OF LAKEWOOD  
CONFLICT OF INTEREST CODE  
APPENDIX A**

**DESIGNATED POSITIONS  
FOR THE  
DEPARTMENT OF FINANCE AND ADMINISTRATIVE SERVICES**

Designated Positions	Disclosure Category
Director	*
Assistant Director	*
<del>Finance Manager</del>	<del>1</del>
Purchasing Officer	5
Consultants	1**

\*Designation Specified in Government Code Section 87200

\*\*See Consultant Disclosure Category

Revised 9/2020

**CITY OF LAKEWOOD  
CONFLICT OF INTEREST CODE  
APPENDIX A**

**DESIGNATED POSITIONS  
FOR THE  
DEPARTMENT OF PUBLIC WORKS**

Designated Positions	Disclosure Category
Director	1
Assistant Director	1
Project City Architect	1
Community Safety Commissioners	3
Senior Project Manager	3
Environmental Programs Manager	3
Assistant Project Manager	3
Consultants	1**

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

**COUNCIL AGENDA**  
September 22, 2020

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

**SUBJECT:** Monthly Report of Investment Transactions – August 2020

**INTRODUCTION**

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

**STATEMENT OF MONTHLY ACTIVITY**

<u>Date</u>	<u>Amount at Cost</u>	<u>Vehicle*</u>	<u>Transaction</u>
08/01/2020	1,364.18	BOND	Interest 2.021%
08/01/2020	1,200.60	BOND	Interest 2.001%
08/01/2020	358.05	BOND	Interest 2.046%
08/01/2020	698.60	BOND	Interest 1.996%
08/01/2020	1,576.80	BOND	Interest 1.971%
08/03/2020	2.37	MMF	Interest
08/05/2020	156,259.12	TREAS	Sale 2.875%
08/05/2020	154,956.60	BOND	Purchase 0.510%
08/06/2020	100,000.00	LAIF	Maturity
08/06/2020	130,000.00	BOND	Purchase 0.565%
08/06/2020	140,000.00	BOND	Purchase 0.560%
08/06/2020	2,587.50	CORP	Interest 2.875%
08/07/2020	300,000.00	CD	Purchase 0.520%
08/07/2020	598,903.96	TREAS	Sale 2.875%
08/12/2020	199,958.00	ABS	Purchase 0.470%
08/12/2020	1,400,000.00	LAIF	Maturity
08/13/2020	1,710.00	CORP	Interest 1.800%
08/13/2020	6,750.00	BOND	Interest 2.500%
08/14/2020	4,875.00	CORP	Interest 3.250%
08/14/2020	3,368.75	CD	Interest 1.800%
08/15/2020	6,093.75	TREAS	Interest 1.625%
08/15/2020	1,968.75	CORP	Interest 1.875%
08/15/2020	1,053.50	ABS	Interest 1.720%
08/15/2020	967.50	CORP	Interest 2.150%
08/15/2020	34.38	ABS	Interest 0.550%
08/15/2020	30.80	ABS	Interest 0.440%

\*Glossary on following page

<u>Date</u>	<u>Amount at Cost</u>	<u>Vehicle</u>	<u>Transaction</u>
08/15/2020	1,667.50	CORP	Interest 2.300%
08/15/2020	433.13	CORP	Interest 1.890%
08/20/2020	1,000,000.00	LAIF	Maturity
08/23/2020	536.25	CORP	Interest 1.950%
08/25/2020	42.67	CORP	Interest 0.480%
08/25/2020	157.24	AGENCY	Paydown 3.203%
08/25/2020	16,367.43	AGENCY	Paydown 3.560%
08/25/2020	239.83	AGENCY	Interest 3.203%
08/25/2020	395.55	AGENCY	Interest 3.560%
08/26/2020	3,554.06	CD	Interest 1.850%
08/26/2020	3,573.27	CD	Interest 1.860%
08/30/2020	3,096.53	CORP	Interest 1.750%
08/31/2020	2,812.50	TREAS	Interest 1.125%
08/31/2020	6,531.25	TREAS	Interest 2.375%
08/31/2020	12,375.00	TREAS	Interest 1.375%

### **Investment Vehicle Glossary**

#### **ABS (Asset-Backed Securities)**

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

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

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

#### **BOND (Municipal Bonds or Note)**

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

#### **CAMP (California Asset Management Program)**

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

#### **CD (Certificate of Deposit)**

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

**COM (Commercial Paper)**

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

**CORP (Corporate Notes)**

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

**FNMA (Federal National Mortgage Association)**

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

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

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

**MMF (Money Market Fund)**

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

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

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

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

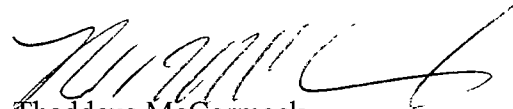
A Treasury obligation of the U.S. Government to provide for the cash flow needs of the Federal Government.

**RECOMMENDATION**

It is recommended that the City Council receive and file the Monthly Report of Investment Transactions rendered for the month of August 2020.



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. 2020-52

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

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

SECTION 1. On March 24, 2020, the City Council adopted Resolution No. 2020-5, ratifying a Proclamation of a Local Emergency that the City Manager, acting in his capacity as the City's Director of Emergency Services, had issued on March 17, 2020, due to the COVID-19 virus. On May 12, 2020, the City Council adopted Resolution No. 2020-14, extending such Local Emergency. On June 23, 2020, the City Council adopted Resolution No. 2020-35, extending such Local Emergency. On July 28, 2020, the City Council adopted Resolution No. 2020-37, extending such Local Emergency. The City Council hereby extends such Local Emergency, on the same terms and conditions.

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

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

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

ADOPTED AND APPROVED THIS 22ND DAY OF SEPTEMBER, 2020.

\_\_\_\_\_  
Mayor

ATTEST:

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



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

**COUNCIL AGENDA**  
September 22, 2020

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

**SUBJECT:** Agreement with Tyler Technologies Inc. for MUNIS Accounting Software Licenses and Support

**INTRODUCTION**

The City contracts with Tyler Technologies (Tyler) for MUNIS accounting software licensing and support for a number of program modules, disaster recovery, and off-site support services.


**STATEMENT OF FACT**


Tyler's annual support fees have increased between one and five percent in years past. Given the current economic environment and long-term partnership with the city, Tyler agreed to a minimal (0.9%) overall increase in FY 2020-21 and no increases in FY 2021-22 and FY 2022-23. Specifically, the agreement includes the following Tyler support services and fees:

Software Module / Service	Actual FY 2020	% Inc.	Proposed FY 2021	Proposed FY 2022	Proposed FY 2023
Accounting/Ledger/Budget/Accts. Pay.	\$ 27,788.09	-	\$ 27,788.09	\$ 27,788.09	\$ 27,788.09
Accounts Receivable	7,578.22	-	7,578.22	7,578.22	7,578.22
Business Licenses	6,946.38	-	6,946.38	6,946.38	6,946.38
Contract Management	3,612.95	-	3,612.95	3,612.95	3,612.95
General Billing	3,536.24	-	3,536.24	3,536.24	3,536.24
Human Resources Management	2,905.71	-	2,905.71	2,905.71	2,905.71
Inventory	8,336.18	-	8,336.18	8,336.18	8,336.18
Crystal Reports	7,016.56	-	7,016.56	7,016.56	7,016.56
Munis Office	5,557.88	-	5,557.88	5,557.88	5,557.88
Payroll	4,168.09	-	4,168.09	4,168.09	4,168.09
Project Accounting	6,113.02	-	6,113.02	6,113.02	6,113.02
Purchase Orders	8,336.18	-	8,336.18	8,336.18	8,336.18
Requisitions	5,834.80	-	5,834.80	5,834.80	5,834.80
Utility Billing (Historical Records Only)	2,500.00	-	2,500.00	2,500.00	2,500.00
Tyler Form Processing	3,904.27	-	3,904.27	3,904.27	3,904.27
Role Tailored Dashboard	1,772.17	-	1,772.17	1,772.17	1,772.17
Tyler Unlimited Cal Upgrade	2,700.00	-	2,700.00	2,700.00	2,700.00
Tyler System Management Services	30,000.00	-	30,000.00	30,000.00	30,000.00
Tyler Disaster Recovery	28,678.26	5%	30,112.17	30,112.17	30,112.17
Total	\$ 167,285.00	0.9%	\$ 168,718.91	\$ 168,718.91	\$ 168,718.91

**STAFF RECOMMENDATION**

It is recommended that the City Council approve a three-year agreement with Tyler Technologies, Inc. for FY 2021 through FY 2023 in the amount of \$168,718.91 per year for accounting software licensing and support.

  
Jose Gomez  
Director of Finance & Administrative Services

  
Thaddeus McCormack  
City Manager

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

## **COUNCIL AGENDA**

September 22, 2020

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

**SUBJECT:** Renewal of the Equestrian Center License Agreement  
Southern California Edison Company

### **INTRODUCTION**

The City of Lakewood's License Agreement with Southern California Edison Company for the use of land located at 11369 Carson Street for horse stables and equestrian purposes is due for renewal.


### **STATEMENT OF FACT**

Renewal of the License Agreement for the Lakewood Equestrian Center is for a term of five years, extending the city's use of the parcel for equestrian and stabling purposes through December 31, 2025. The license renewal requires a payment of \$39,157.75 in 2021. There is an annual contract fee increase at a rate of 3%, with a final payment of \$44,072.39 due in January 2025. Funds for this purpose have been appropriated in the 2020-21 budget. Execution of the License Agreement renewal will provide continued use of the Southern California Edison parcel for the Lakewood Equestrian Center at 11369 Carson Street, Lakewood through December 2025.

### **RECOMMENDATION**

Staff recommends that the City Council authorize the Mayor and City Clerk to execute, on behalf of the City of Lakewood, the Southern California Edison License Agreement renewal for the Lakewood Equestrian Center, as approved to form by the City Attorney.

Valarie Frost, Director   
Recreation and Community Services

  
Thaddeus McCormack  
City Manager

THE CITY OF LAKEWOOD

L I C E N S E   A G R E E M E N T  
I N D E X   O F   A R T I C L E S

1. USE
2. TERM
3. CONSIDERATION
4. INSURANCE
5. LICENSOR'S USE OF THE PROPERTY
6. LICENSEE'S IMPROVEMENTS
7. LICENSEE'S PERSONAL PROPERTY
8. HEIGHT LIMITATIONS AND VERTICAL CLEARANCES
9. ACCESS AND CLEARANCES
10. PARKING
11. WEEDS, BRUSH, RUBBISH AND DEBRIS (WEED ABATEMENT)
12. FLAMMABLES, WASTE AND NUISANCES
13. PESTICIDES AND HERBICIDES
14. HAZARDOUS WASTE
15. SIGNS
16. FENCING AND EXISTING FIXTURES
17. PARKWAYS AND LANDSCAPING
18. IRRIGATION EQUIPMENT
19. UNDERGROUND TANKS
20. UNDERGROUND FACILITIES
21. UTILITIES
22. TAXES, ASSESSMENTS AND LIENS
23. EXPENSE
24. ASSIGNMENTS
25. COMPLIANCE WITH LAW
26. GOVERNING LAW
27. INDEMNIFICATION
28. TERMINATION
29. EVENTS OF DEFAULT
30. REMEDIES
31. LICENSEE'S PERSONAL PROPERTY UPON TERMINATION OR EXPIRATION
32. LIMITATION OF LIABILITY
33. NON-POSSESSORY INTEREST
34. WAIVER
35. AUTHORITY
36. ELECTRIC AND MAGNETIC FIELDS

Initial (\_\_\_\_)/(\_\_\_\_/\_\_\_\_)  
Licensor/Licensee

37. INDUCED VOLTAGES

38. NOTICES

39. RECORDING

40. COMPLETE AGREEMENT

41. SIGNATURE AUTHORITY

42. SURVIVAL

APPENDIX: GUIDELINES FOR STANDARD LICENSEE IMPROVEMENTS

ADDENDUM(S)

PARKING

RIDING & BOARDING

TREES/LANDSCAPING

Initial (\_\_\_\_)/(\_\_\_\_/\_\_\_\_)  
Licensor/Licensee

## LICENSE AGREEMENT

THIS AGREEMENT between SOUTHERN CALIFORNIA EDISON COMPANY, a corporation organized under the laws of the State of California, called "Licensor", and THE CITY OF LAKEWOOD, called "Licensee";

WITNESSETH: That Licensor, for and in consideration of the faithful performance by Licensee of the terms, covenants and agreements hereinafter set forth to be kept and performed by Licensee, does hereby give to Licensee the license to use that certain real property solely for the purpose hereinafter specified, upon and subject to the terms, reservations, covenants and conditions hereinafter set forth, hereinafter designated as "Property" on the Exhibit "A" attached hereto and made a part hereof, being a portion of Assessor's Parcel Number 7060-002-800 and being all of Assessor's Parcel Number 7060-002-801, situated in the City of Lakewood, County of Los Angeles, State of California, subject to any and all covenants, restrictions, reservations, exceptions, rights and easements, whether or not of record.

**Acknowledgment of License and Disclaimer of Tenancy**

Licensee acknowledges and agrees that the License constitutes a limited, revocable, non-possessory, personal and non-assignable privilege to use the Property solely for those permitted uses and activities expressly identified in the Agreement (the "License Privilege"). Licensee further acknowledges and agrees that:

- The consideration paid by Licensee pursuant to Article 3 of the Agreement is consistent with the value of the rights comprising the License Privilege; the consideration is *not* consistent with the higher market value for a greater right, privilege or interest (such as a lease) in the Property or similarly situated parcels.
- Licensee is not a tenant or lessee of Licensor and holds no rights of tenancy or leasehold in relation to the Property.
- The Agreement and/or any prior and/or future acts or omissions of Licensor shall not create (or be construed as creating) a leasehold, tenancy or any other interest in the Property.
- Licensor may terminate the License and revoke the License Privilege at any time, subject, if applicable, to a notice period agreed upon by the parties, as more particularly set forth in the Agreement.
- In consideration of Licensor's grant of the License, Licensee specifically and expressly waives, releases and relinquishes any and all right(s) to assert any claim of right, privilege or interest in the Property other than the License.
- Licensee further acknowledges and agrees that without the representations and agreements set forth herein, Licensor would not enter into the Agreement.

Initial (\_\_\_\_)/(\_\_\_\_/\_\_\_\_)  
Licensor/Licensee

1. Use: Licensee will use the Property for horse stable purposes only. Licensor makes no representation, covenant, warranty or promise that the Property, and any fixtures thereon, are fit or suitable for any particular use, including the use for which this Agreement is made and Licensee is not relying on any such representation, covenant, warranty or promise. Licensee's use of the property for any other purpose and/or failure to utilize the Property in accordance with this License as determined by the Licensor in its sole discretion will be deemed a material default and grounds for immediate termination of this Agreement in accordance with Articles 28 and/or 30.

2. Term: Unless otherwise terminated as provided herein, this Agreement will be in effect for a term of five (5) years commencing on the first day of January, 2021 and ending on the last day of December, 2025. Licensee acknowledges that this Agreement does not entitle Licensee to any subsequent agreement, for any reason whatsoever, regardless of the use Licensee makes of the Property, the improvements Licensee places on or makes to the Property, or for any other reason.

3. Consideration: Licensee will pay to Licensor the sum of Thirty Nine Thousand One Hundred Fifty Seven and 75/100 Dollars (\$39,157.75) upon the execution and delivery of this Agreement with subsequent annual payments. Payment to Licensor must be in the form of a check or money order payable to Southern California Edison Company. No cash payments will be accepted by Licensor. Payment schedule:

<b>Year</b>	<b>Term</b>	<b>Yearly Amount</b>	<b>Payment Due First Day Of</b>
First Year	2021	\$39,157.75	January
Second Year	2022	\$40,332.48	January
Third Year	2023	\$41,542.45	January
Fourth Year	2024	\$42,788.73	January
Fifth Year	2025	\$44,072.39	January

All accounts not paid by the agreed upon due date may be subject to a late fee of up to 20% of the amount that was due on the date.

All payments subsequent to the initial payment will be paid to the Southern California Edison Company, Post Office Box 800 Rosemead, California, 91770, and Attention: Corporate Accounting Department – Accounts Receivable.

4. Insurance: During the term of this Agreement, Licensee shall maintain the following insurance:

- (a) Workers' Compensation with statutory limits, under the laws of the State of California and Employer's Liability with limits of not less than \$1,000,000.00 each accident, disease/each employee, and disease/policy limit. Licensee shall require its insurer to waive all rights of subrogation against Licensor, its officers, agents and employees, except for any liability resulting from the willful or grossly negligent acts of the Licensor.
- (b) Commercial General Liability Insurance, including contractual liability and products liability, with limits not less than \$2,000,000.00 per occurrence and \$2,000,000.00 in the aggregate. Such insurance shall: (i) name Licensor, its officers, agents and employees

Initial (\_\_\_\_)/(\_\_\_\_/\_\_\_\_)  
Licensor/Licensee



as additional insureds, but only for Licensee's negligent acts or omissions; (ii) be primary for all purposes and (iii) contain separation of insureds or cross-liability clause, and (iv) require its insurer to waive all rights of subrogation against Licensor, its officers, agents and employees, except for any liability resulting from the willful or grossly negligent acts of the Licensor.

- (c) Commercial Automobile Liability insurance with a combined single limit of \$1,000,000.00. Such insurance shall cover the use of owned, non-owned and hired vehicles on the Property.
- (d) Self - Insurance: Licensee may self-insure all of the insurance requirements above if they belong to an approved Secondary Use Category and the self-insurance is maintained under a self-insurance program reasonably satisfactory to Licensor. Horse stable use is an approved Secondary Use Category; Licensee may submit written verification of self-insurance to meet the above insurance requirements.

The failure to maintain such insurance may be deemed by Licensor a material default of this Agreement and grounds for immediate termination pursuant to Articles 28 and/or 30. Licensee shall provide Licensor with proof of such insurance by submission of certificates of insurance, pursuant to Article 38 "Notices", at least ten days prior to the effective date of this Agreement, and thereafter at least ten days prior to each insurance renewal date. Licensee must provide Licensor at least thirty (30) days notice before any such insurance will be canceled, allowed to expire, or materially reduced. However, in the event insurance is canceled for the non-payment of a premium, Licensee must provide to Licensor at least ten (10) days' prior written notice before the effective date of cancellation. The required insurance policies shall be maintained with insurers reasonably satisfactory to Licensor, and shall be primary and non-contributory with any insurance or self-insurance maintained by Licensor.

5. Licensor's Use of the Property: Licensee agrees that Licensor, its successors and assigns, have the right to enter the Property, at all times, for any purpose, and the right to conduct any activity on the Property. Exercise of these rights by Licensor, its successors and assigns, will not result in compensation to Licensee for any damages whatsoever to personal property, structures, and/or crops located on the Property, nor shall Licensee be entitled to any compensation for any loss of use of the Property or a portion thereof, and/or any related damages, as a result of Licensor's activities under this Article.

6. Licensee's Improvements: Licensee must submit, for Licensor's prior written approval, complete improvement plans, including, but not limited to, grading, lighting, landscaping, grounding, and irrigation plans, - identifying all existing and proposed improvements, a minimum of sixty (60) days prior to making any use of the Property. Licensee's conceptual plans for proposed improvements shall be developed in accordance with the guidelines contained in the Appendix to this License. It is understood and agreed that the general guidelines contained in the Appendix are intended to provide a framework for the development of conceptual plans only; and that Licensor may modify or add to the conditions contained in the Appendix hereto, based on individual site characteristics, Licensor's existing or potential operating needs or Licensee's proposed use(s). Licensee must submit, for Licensor's prior written approval plans for any modifications to such improvements. Written approval may be modified and/or rescinded by Licensor for any reason whatsoever.

To the extent Licensor reviews and/or approves any improvement plans, Licensor is doing so only for purposes of determining whether said improvements are compatible with Licensor's use of the Property.

Initial (\_\_\_\_)/(\_\_\_\_/\_\_\_\_)  
Licensor/Licensee

Under no circumstances shall such review and/or approval be construed as a warranty, representation, or promise that the Property is fit for the proposed improvements, or that said improvements comply with any applicable city, state, or county building requirements, other legal requirements, or the generally accepted standard of care.

At any time, Licensor may require Licensee to modify and/or remove any or all such previously approved improvements at Licensee's risk and expense and without compensation from Licensor. Licensor is not required, at any time, to make any repairs, improvements, alterations, changes or additions of any nature whatsoever to the Property and/or any fixtures thereon. Licensee expressly acknowledges that any expenditures or improvements will in no way alter Licensor's right to terminate in accordance with Articles 28, and/or 30.

7. Licensee's Personal Property: (i) Licensor grants Licensee permission to place Licensee's personal property on the Property consistent with the use identified in Article 1 and other terms of this Agreement. Such permission granted by Licensor shall be revoked upon the earlier of the termination or expiration of this Agreement. All equipment and other property brought, placed or erected on the Property by Licensee shall be and remain the property of Licensee, except as otherwise set forth herein. Licensee shall be responsible for any damage to the Property and/or Licensor's personal property arising out of Licensee's activities on the Property, including its use and/or removal of Licensee's personal property. Licensee further acknowledges and agrees that Licensor is not responsible for Licensee's personal property during the effectiveness of this Agreement, or upon termination or expiration. Licensor further assumes no duty or obligation to maintain or secure Licensee's personal property at any time.

(ii) Unless as specifically provided for in an Addendum to this Agreement, Licensee shall not store on the Property, for a period longer than twenty-four (24) consecutive hours, any personal property owned by a non-party to this Agreement.

Licensee will defend and indemnify Licensor, its directors, officers, agents, subcontractors, and employees, and its successors and assigns, from any and all claims, loss, damage, actions, causes of action, expenses and/or liability arising from the storage of, damage to, and/or loss of use of such non-party's personal property.

8. Height Limitations and Vertical Clearances: Any equipment used by Licensee or its agents, employees or contractors, on and/or adjacent to the Property, will be used and operated so as to maintain minimum clearances from all overhead electrical conductors as designated in the table below:

<b>Vehicle/ Equipment Vertical Clearance</b>	
500 kV	35 feet
220 kV – 66kV	30 feet
<66kV (Distribution facilities)	25 feet
Telecom	18 feet

All trees and plants on the Property will be maintained by Licensee at a maximum height of fifteen (15) feet. If requested by Licensor, Licensee will remove, at Licensee's expense, any tree and/or other planting.

Initial (\_\_\_\_)/(\_\_\_\_/\_\_\_\_)  
Licensor/Licensee

9. Access and Horizontal Clearances: Licensee will provide Licensor with adequate access to all of Licensor's facilities on the Property and at no time will there be any interference with the free movement of Licensor's equipment, personnel, and materials over the Property. Licensor may require Licensee to provide and maintain access roads within the Property, at a minimum usable width of sixteen (16) feet, with commercial driveway aprons and curb depressions capable of supporting a gross load of forty (40) tons on a three-axle vehicle. The minimum width of all roads shall be increased on curves by a distance equal to 400/inside radius of curvature. All curves shall have a radius of not less than 50 feet measured at the inside edge of the usable road surface. Unless otherwise specified in writing by Licensor, Licensee will make no use of the area directly underneath Licensor's towers and will maintain the following minimum clearances:

- a. A 50-foot-radius around suspension tower legs, H-Frames and poles and 100-foot radius around dead-end tower legs, H-Frames and poles.
- b. A 25-foot-radius around all other poles.

NOTE: Additional clearance may be required by Licensor for structures.

10. Parking: Licensee will not park, store, repair or refuel any motor vehicles or allow parking, storage, repairing or refueling of any motor vehicles on the Property unless specifically approved in a writing executed by Licensor.

11. Weeds, Brush, Rubbish and Debris (Weed Abatement): Licensee will keep the Property clean, free from weeds, brush, rubbish and debris and in a condition satisfactory to Licensor.

12. Flammables, Waste and Nuisances: Unless permitted by Licensor in writing, Licensee will not, or allow others, to place, use, or store any flammable or combustible materials or waste materials on the Property or commit any waste or damage to the Property or allow any to be done. Licensee will be responsible for the control of and will be liable for any damage or disturbance, caused by any trespasser, dust, odor, flammable or waste materials, noise or other nuisance disturbances. Licensee will not permit dogs on the Property.

13. Pesticides and Herbicides: Any pesticide or herbicide applications and disposals will be made in accordance with all Federal, State, County and local laws. Licensee will dispose of all pesticides, herbicides and any other toxic substances declared to be either a health or environmental hazard, and all materials contaminated by such substances, including but not limited to, containers, clothing and equipment, in the manner prescribed by law.

14. Hazardous Waste: Licensee will not engage in, or permit any other party to engage in, any activity on the Property that violates federal, state or local laws, rules or regulations pertaining to hazardous, toxic or infectious materials and/or waste. Licensee will indemnify and hold Licensor, its directors, officers, agents and employees, and its successors and assigns, harmless from all claims, loss, damage, actions, causes of action, expenses and/or liability arising from leaks of, spills of, and/or contamination by or from hazardous materials as defined by applicable laws or regulations, which may occur during and after the Agreement term, and are attributable to the actions of, or failure to act by, Licensee or any person claiming under Licensee.

15. Signs: Licensee must obtain written approval from Licensor prior to the construction or placement of any sign, signboard or other form of outdoor advertising. Licensee shall within three (3) days from the date on which the Licensee learns of the graffiti remove any signs containing graffiti or

Initial (\_\_\_\_)/(\_\_\_\_/\_\_\_\_)  
Licensor/Licensee

shall otherwise remove such graffiti from the signs in a manner reasonably acceptable to Licensor. Notwithstanding any other language in this Article, Licensee shall not advertise on any sign any product, service, or good which is (i) not directly related to Licensee's use of the Property, (ii) offensive to the public, or (iii) which Licensor, in its reasonable discretion, deems objectionable.

16. Fencing and Existing Fixtures: Licensor disclaims any and all express or implied warranties for any fencing and/or other fixtures affixed to the Property, and further disclaims any liability arising from any disrepair of the same. Licensee may install fencing on the Property with prior written approval from Licensor. Such fencing will include double drive gates, in locations specified by Licensor, a minimum of twenty (20) feet in width, and designed to accommodate separate Licensor and Licensee locks. Licensee will maintain and repair all fencing and other fixtures affixed to the Property, including any grounding of the same as deemed necessary by Licensor, in a manner acceptable to Licensor. Grounding plans must be prepared and stamped by a licensed electrical engineer and submitted to Licensor.

17. Parkways and Landscaping: Licensee will keep parkway and sidewalk areas adjacent to the Property free of weeds, brush, rubbish and debris. Licensee will maintain parkways on the Property and provide landscaping that is compatible with adjoining properties and that is satisfactory to Licensor.

18. Irrigation Equipment: Any irrigation equipment located on the Property prior to the commencement of this Agreement, including but not limited to pipelines, well pumping equipment and other structures, is the property of Licensor and will remain on and be surrendered with the Property upon termination of this Agreement. Should Licensee desire to use the irrigation equipment, Licensee will maintain, operate, repair and replace, if necessary, all irrigation equipment at its own expense.

19. Underground and Above-Ground Tanks: Licensee will not install underground or above-ground storage tanks, as defined by any and all applicable laws or regulations, without Licensor's prior written approval.

20. Underground Facilities: Any underground facilities must be approved by Licensor pursuant to Article 6. Licensee must contact Dig Alert and comply with the applicable processes, policies and/or procedures of Dig Alert, prior to any underground installation. Any underground facilities installed or maintained by Licensee on the Property must have a minimum cover of three feet from the top of the facility and be capable of withstanding a gross load of forty (40) tons on a three-axle vehicle. Licensee will compact any earth excavated to a compaction of ninety percent (90%). Licensee will relocate its facilities at its own expense so as not to interfere with Licensor's proposed facilities.

21. Utilities: Licensee will pay all charges and assessments for, or in connection with, water, electric current or other utilities which may be furnished to or used on the Property.

22. Taxes, Assessments and Liens: Licensee will pay all taxes and assessments which may be levied upon any crops, personal property, and improvements, including but not limited to, buildings, structures, and fixtures on the Property. Licensee will keep the Property free from all liens, including but not limited to, mechanics liens and encumbrances by use or occupancy by Licensee, or any person claiming under Licensee. If Licensee fails to pay the above-mentioned taxes, assessments or liens when due, Licensor may pay the same and charge the amount to the Licensee. All accounts not paid within thirty (30) days of the agreed upon due date will be charged a "late fee" on all amounts outstanding up to the maximum rate allowed by law.

Initial (\_\_\_\_)/(\_\_\_\_/\_\_\_\_)  
Licensor/Licensee

23. Expense: Licensee will perform and pay all obligations of Licensee under this Agreement. All matters or things required by Licensee will be performed and paid for at the sole cost and expense of Licensee, without obligation by Licensor to make payment or incur cost or expense for any such matters or things.

24. Assignments: This Agreement is personal to Licensee, and Licensee will not assign, transfer or sell this Agreement or any privilege hereunder in whole or in part, and any attempt to do so will be void and confer no right on any third party.

25. Compliance with Law: Licensee will comply with all applicable federal, state, county and local laws, all covenants, conditions and restrictions of record and all applicable ordinances, zoning restrictions, rules, regulations, orders and any requirements of any duly constituted public authorities now or hereafter in any manner affecting the Property or the streets and ways adjacent thereto. Licensee will obtain all permits and other governmental approvals required in connection with Licensee's activities hereunder. Licensee shall hold harmless, defend and indemnify Licensor, its officers, agents and employees, and its successors and assigns, from and against all claims, loss, damage, actions, causes of actions, expense and/or liability arising from or resulting from any violation of this provision.

26. Governing Law: The existence, validity, construction, operation and effect of this Agreement and all of its terms and provisions will be determined in accordance with the laws of the State of California.

27. Indemnification: Licensee shall hold harmless, defend and indemnify Licensor, its officers, agents and employees, and its successors and assigns, from and against all claims, loss, damage, actions, causes of actions, expense and/or liability arising from or growing out of loss or damage to property, including that of Licensor, or injury to or death of persons, including employees of Licensor resulting in any manner whatsoever, directly or indirectly, by reason of this Agreement or the use or occupancy of the Property by Licensee or any person claiming under Licensee.

28. Termination: Licensor or Licensee may terminate this Agreement, at any time, for any reason, upon thirty (30) days notice in writing. Additionally, Licensor may immediately terminate this Agreement pursuant to Article 30. Termination does not release Licensee from any liability or obligation (indemnity or otherwise) which Licensee may have incurred. Upon termination, Licensor may immediately recover from Licensee all amounts due and owing hereunder, plus interest at the maximum rate permitted by law on such amounts until paid, as well as any other amount necessary to compensate Licensor for all the detriment proximately caused by Licensee's failure to perform its obligations under this Agreement. Licensee's continued presence after termination shall be deemed a trespass. In the event of a termination for any reason other than non-payment of the License fee, Licensor shall refund any previously collected/pre-paid License fees covering the unused portion of the remaining term, to the extent such fees exceed any offset claimed by Licensor under the Agreement

29. Events of Default: In addition to material defaults otherwise described herein, the occurrence of any of the following shall constitute a material default and breach of this Agreement by Licensee:

- (a) Any failure by Licensee to pay the consideration due under Article 3, or to make any other payment required to be made by Licensee when due.
- (b) The abandonment or vacating of the Property by Licensee.

Initial (\_\_\_\_)/(\_\_\_\_/\_\_\_\_)  
Licensor/Licensee

- (c) Any attempted assignment or subletting of this Agreement by Licensee in violation of Article 24.
- (d) The violation by Licensee of any resolution, ordinance, statute, code, regulation or other rule of any governmental agency for Licensee's activities under this Agreement.
- (e) Any attempt to exclude Licensor from the licensed premises.
- (f) The making by Licensee of any general assignment for the benefit of creditors; the appointment of a receiver to take possession of substantially all of Licensee's assets located on the Property or of Licensee's privileges hereunder where possession is not restored to Licensee within five (5) days; the attachment, execution or other judicial seizure of substantially all of Licensee's assets located on the Property or of Licensee's privileges hereunder, where such seizure is not discharged within five (5) days.
- (g) Any case, proceeding or other action brought against Licensee seeking any of the relief mentioned in "clause f" of this Article which has not been stayed or dismissed within thirty (30) days after the commencement thereof.
- (h) Any claim by Licensee that it has a possessory interest and/or irrevocable license in the Property.
- (i) With respect to items not otherwise listed in Article 29.a-h, the failure by Licensee to observe and perform any other provision of this Agreement to be observed or performed by Licensee. Licensor shall provide written notice of such failure and Licensee shall be considered in material default where such failure continues for a total of ten (10) or more consecutive days from the date of the notice. Further, with respect to items not otherwise listed in Article 29.a-h, Licensee shall be considered in material default should Licensee fail to observe or perform any other provision of this Agreement for more than fifteen (15) days during the entire Term of the Agreement in the aggregate, after Licensor provides an initial written notice of such failure. After providing initial notice under this provision, Licensor will not be required to provide any subsequent notice of breach of this Agreement.

30. Remedies: Notwithstanding the notice requirement in Article 28, in the event of any material default by Licensee, then in addition to any other remedies available to Licensor at law or in equity, Licensor shall have the option to immediately terminate this Agreement and all rights of Licensee hereunder by giving written notice of such immediate termination to Licensee.

31. Licensee's Personal Property Upon Termination or Expiration: In the event that this Agreement is terminated, whether termination is effected pursuant to Article 28 and/or 30, or in the event this Agreement expires pursuant to Article 2, Licensee shall, at Licensee's sole cost and expense and prior to the earlier of the effective termination date or expiration date, remove all weeds, debris, and waste from the Property and peaceably quit, surrender and restore the licensed Property to the condition it was in prior to the Licensee's use of the Property, in a manner satisfactory to Licensor.

If Licensee fails or refuses to remove any of Licensee's personal property, building(s), fixture(s) or structure(s) from the Property prior to the earlier of the termination date or expiration date, said personal

Initial (\_\_\_\_)/(\_\_\_\_/\_\_\_\_)  
Licensor/Licensee

property, building(s), fixture(s) or structure(s) shall be deemed abandoned by the Licensee, and the Licenser shall have the right, but not the obligation, to remove, destroy, sell or otherwise dispose of them with no further notice to Licensee. Licenser shall not be required to seek and/or obtain judicial relief (including, but not limited to, the filing of an unlawful detainer action), nor shall Licenser be responsible for the value of Licensee's personal property.

Licenser shall have the right to charge and recover from Licensee all costs and expenses incurred by Licenser related to (i) the removal, disposal or sale of Licensee's personal property, building(s), fixture(s) or structure(s), (ii), the removal of any waste, weeds, or debris on the Property, (iii) environmental studies and environmental remediation and/or cleanup attributable to Licensee's use of the Property, and (iv) the restoration of the Property to the condition it was in prior to Licenser's initial use of the Property. Licensee agrees to pay such expenses to Licenser upon demand.

32. Limitation of Liability:

**IN ORDER FOR LICENSEE TO OBTAIN THE BENEFIT OF THE FEE IDENTIFIED IN ARTICLE 3, WHICH INCLUDES A LESSER ALLOWANCE FOR RISK FUNDING FOR LICENSOR, LICENSEE AGREES TO LIMIT LICENSOR'S LIABILITY PURSUANT TO THIS AGREEMENT. AS SUCH, IF LICENSEE IS ENTITLED TO ANY RELIEF FOR LICENSOR'S NEGLIGENCE, INCLUDING GROSS NEGLIGENCE, FOR DAMAGE OR DESTRUCTION OF LICENSEE'S PERSONAL PROPERTY, BUILDING(S), STRUCTURE(S) OR FIXTURE(S) AFTER THE TERMINATION OR EXPIRATION OF THIS AGREEMENT, THE TOTAL LIABILITY OF LICENSOR SHALL NOT EXCEED THE TOTAL FEES ACTUALLY PAID BY LICENSEE TO LICENSOR DURING THE TERM OF THIS AGREEMENT.**

**FURTHER, IN NO EVENT SHALL LICENSOR BE LIABLE UNDER ANY CIRCUMSTANCES FOR INJURY OR DAMAGE TO LICENSEE'S BUSINESS, IF ANY, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF RENTS OR OTHER EVENTS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF GOODWILL OR LOSS OF USE, IN EACH CASE, HOWEVER OCCURRING, RELATED TO THIS AGREEMENT.**

33. Non-Possessory Interest: Licenser retains full possession of the Property and Licensee will not acquire any possessory interest, whether temporary, permanent, or otherwise by reason of this Agreement, or by the exercise of the permission given herein. Licensee will make no claim to any such interest and Licensee will not claim that it has or ever had an irrevocable license in the Property.

34. Waiver: Licenser shall not be deemed to waive any provision of this Agreement orally or by conduct. Any waiver by Licenser of any provision of this Agreement must be in a writing signed by Licenser. No waiver by Licenser of any provision shall be deemed a waiver of any other provision or of any subsequent breach by Licensee of the same or any other provision. Licenser's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Licenser's consent to or approval of any subsequent act by Licensee. Licenser's acceptance of payment after providing notice of termination to Licensee shall not constitute a waiver of Licenser's termination of the Agreement.

35. Authority: This Agreement is executed subject to General Order No. 69-C of the Public Utilities Commission of the State of California dated and effective July 10, 1985, incorporated by this reference. As set forth in General Order 69-C, this License is made conditional upon the right of the Licenser either on order of the Public Utilities Commission or on Grantor's own motion to resume the use of that property (including, but not limited to the removal of any obstructions) whenever, in the interest of Licenser's service to its patrons or consumers, it shall appear necessary or desirable to do so.

Initial (\_\_\_\_)/(\_\_\_\_/\_\_\_\_)  
Licenser/Licensee

Licensee agrees to comply with all federal, state and local laws and regulations. This Agreement should not be construed as a subordination of Licensor's rights, title and interest in and to its fee ownership, nor should this Agreement be construed as a waiver of any of the provisions contained in said License or a waiver of any costs of relocation of affected Licensor facilities.

36. Electric and Magnetic Fields ("EMF"): There are numerous sources of power frequency electric and magnetic field ("EMF"), including household or building wiring, electrical appliances and electric power transmission and distribution facilities. There have been numerous scientific studies about the potential health effects of EMF. Interest in a potential link between long-term exposures to EMF and certain diseases is based on this scientific research and public concerns.

While some 40 years of research have not established EMF as a health hazard, some health authorities have identified magnetic field exposures as a possible human carcinogen. Many of the questions about diseases have been successfully resolved due to an aggressive international research program. However, potentially important public health questions remain about whether there is a link between EMF exposures in homes or work and some diseases including childhood leukemia and a variety of other adult diseases (e.g. adult cancers and miscarriages). While scientific research is continuing on a wide range of questions relating to exposures at both work and in our communities, a quick resolution of the remaining scientific uncertainties is not expected.

Since Licensee plans to license or otherwise enter Licensor property that is in close proximity to Licensor electric facilities, Licensor wants to share with Licensee and those who may enter the property under this agreement, the information available about EMF. Accordingly, Licensor has attached to this document a brochure that explains some basic facts about EMF and that describes Licensor policy on EMF. Licensor also encourages Licensee to obtain other information as needed to assist in understanding the EMF regarding the planned use of this property.

37. Induced Voltages: Licensee hereby acknowledges that any structures (including, but not limited to, buildings, fences, light poles) that exist or may be constructed on the Property licensed herein, (hereinafter, the "Structures") in close proximity to one or more high voltage (66 kilovolt or above) electric transmission lines and/or substation facilities may be susceptible to induced voltages, static voltages and/or related electric fault conditions (hereinafter collectively referred to as "Induced Voltages") unless appropriate grounding or other mitigation measures are incorporated into the Structures. If not properly mitigated, Induced Voltages can cause a variety of safety and/or nuisance conditions including, but not limited to, electric shocks or other injuries to individuals contacting the Structures or other utilities connected to the Structures (including, but not limited to, natural gas lines, water lines or cable television lines), or interference with or damage to sensitive electronic equipment in or around the Structures. Measures to mitigate Induced Voltages, if required, will vary from case to case because of factors such as electric facility configuration and voltage, other utilities involved, or sensitivity of electronic equipment. Licensee will be responsible to determine what Induced Voltages mitigation measures should be undertaken regarding the Structures and to implement such mitigation measures at its sole cost and expense.

Licensee agrees for itself and for its contractors, agents, licensees, invitees, and employees, to save harmless and indemnify Licensor, its parent, subsidiaries and affiliated entities and their respective officers and employees against all claims, loss, damage, actions, causes of action, expenses and/or liability arising from or growing out of loss or damage to property, including Licensor's own personal property, or injury to or death of persons, including employees of Licensor caused by or resulting from or connected to Induced Voltages on or related to the Structures.

Initial (\_\_\_\_)/(\_\_\_\_/\_\_\_\_)  
Licensor/Licensee



38. Notices: All notices required to be given by either party will be made in writing and deposited in the United States mail, first class, postage prepaid, addressed as follows:

To Licensor: Southern California Edison Company  
Vegetation & Land Management  
Land Management – Metro Region  
2 Innovation Way  
Pomona, CA 91768

To Licensee: The City of Lakewood  
5050 Clark Avenue  
Lakewood, CA 90712

Business Telephone No. (562) 866-9771

Notice will be deemed effective on the third calendar day after mailing. A party will immediately notify the other party in writing of any address change.

39. Recording: Licensee will not record this Agreement.

40. Complete Agreement: Licensor and Licensee acknowledge that the foregoing provisions and any appendix, addenda and exhibits attached hereto constitute the entire Agreement between the parties. This Agreement may not be modified, amended, contradicted, supplemented or altered in any way by any previous written or oral agreements or any subsequent oral agreements or unsigned written agreements. This Agreement may be modified or amended only by way of a writing executed by both parties.

41. Signature Authority: Each of the persons executing this Agreement warrants and represents that he or she has the full and complete authority to enter into this Agreement on behalf of the Party for which he or she is signing, and to bind said party to the agreements, covenants and terms contained herein.

42. Survival: Any provision of this Agreement that imposes an obligation after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

**(This space left intentionally blank)**

Initial (\_\_\_\_)/(\_\_\_\_/\_\_\_\_)  
Licensor/Licensee

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate.

LICENSOR:

SOUTHERN CALIFORNIA EDISON COMPANY

By \_\_\_\_\_

LEAH MORENO  
Director, Vegetation & Land Managment

\_\_\_\_\_  
Date

LICENSEE:

THE CITY OF LAKEWOOD

By \_\_\_\_\_  
TODD ROGERS, Mayor

\_\_\_\_\_  
Date

Initial (\_\_\_\_)/(\_\_\_\_/\_\_\_\_)  
Licensor/Licensee

**APPENDIX**Guidelines for Standard Licensee Improvements

The following criteria are provided to aid in developing a conceptual plot plan to be submitted to Southern California Edison Company herein after referred to as "Licensor" for consideration and approval prior to the start of any construction on "Licensor" property.

Plans should be developed indicating the size and location of all planned improvements. The plan should specify the dimensions of all planned improvements and the distance of all planned improvements from property lines and all adjacent "Licensor" towers, poles, guy wires or other "Licensor" facilities.

The plan must show the locations of all "Licensor" towers and poles, 16-foot wide access roads, main water lines and water shut-off valves, electrical service lines and parking areas. All plans must indicate adjacent streets and include a "north arrow" and the Licensee's name.

SHADE STRUCTURES

*(Definition: A non-flammable frame covered on the top with a material designed to provide shade to aid in growing plants)*

1. Shade structures must maintain minimum spacing of 50 feet between shade structure locations, should be placed perpendicular to Licensor's overhead electrical conductors (wires) unless otherwise approved in writing by Licensor, and should not exceed maximum dimensions of:
  - a. 100 feet in length
  - b. 50 feet in width
  - c. 15 feet in height
2. Shade structures will not be permitted within the following areas reserved for Licensor's access:
  - a. Within 2 feet from edge of 16-foot wide access roads
  - b. 50-foot radius around suspension tower legs, H-Frames and poles
  - c. 100-foot radius around dead-end tower legs, H-Frames and poles
  - d. 25-foot radius around anchors/guy wires, poles and wood poles
3. Shade structures must utilize the following design:
  - a. Temporary/slip joint construction only
  - b. Non-flammable frame only
  - c. Adequately grounded by a licensed electrical engineer
  - d. Shade covering must be non-flammable and manufactured with non-hydrocarbon materials.

Initial (\_\_\_\_)/(\_\_\_\_/\_\_\_\_)  
Licensor/Licensee

SHADEHOUSES/HOTHOUSES

*(Definition: A simple, non-flammable, enclosed structure designed to control temperature **without** the benefit of heating and/or air conditioning units to aid in propagating and/or growing plants)*

1. Shadehouses/hothouses must maintain minimum spacing of 50 feet between shadehouse/hothouse locations, should be placed in perpendicular to Licensor's overhead electrical conductors (wires) unless otherwise approved in writing by Licensor, and should not exceed maximum dimensions of:
  - a. 100 feet in length
  - b. 50 feet in width
  - c. 15 feet in height
2. Shadehouses/hothouses will not be permitted within the following areas reserved for Licensor's access:
  - a. Within 2 feet from edge of 16-foot wide access roads
  - b. 50-foot radius around suspension tower legs, H-Frames and poles
  - c. 100-foot radius around dead-end tower legs, H-Frames and poles
  - d. 25-foot radius around anchors/guy wires, poles and wood poles
3. Shadehouses/hothouses must utilize the following design:
  - a. Temporary/slip joint construction only
  - b. Non-flammable frame only
  - c. Adequately grounded by a licensed electrical engineer
  - d. Covering must be non-flammable and manufactured with non-hydrocarbon materials

GREENHOUSES

*(Definition: An enclosed structure designed to control temperature and/or humidity by the use of heating and/or air conditioning units to aid in propagating and/or growing plants)*

Greenhouses will be considered on a case-by-case basis.

IRRIGATION SYSTEMS / WELLS

1. Maximum diameter of pipe: 3 inches
2. All pipe must be plastic Schedule 40 or better
3. No irrigation system will be permitted within the following areas reserved for Licensor's access:
  - a. Within 2 feet from edge of 16-foot wide access roads
  - b. 50 -foot radius around suspension tower legs, H-Frames and poles
  - c. 100-foot radius around dead-end tower legs, H-Frames and poles

Initial (\_\_\_\_)/(\_\_\_\_/\_\_\_\_)  
Licensor/Licensee

4. Sprinkler and drip irrigation controllers must be located at the edge of the right of way
5. Suitable identification markers will be required on main controllers and valves
6. Locations of main shut off valve will be provided and shown on a plot plan
7. Underground facilities must have a minimum cover of three feet
8. Earth disturbed must be compacted to ninety percent (90%)

#### LANDSCAPING

1. No trees will be permitted under the overhead electrical conductors or within 20 feet of the “drip line” of the conductors
2. Trees must have slow to moderate growth, and must be of a variety that grows to a maximum height of only 40 feet and must be maintained by the Licensee at a height not to exceed 15 feet
3. Placement of large rocks (boulders) must be approved in writing by Licensor
4. Any mounds or change of grade must be approved in writing by Licensor
5. No cactus or thorny shrubs will be permitted
6. Retaining walls, planters, etc. may be considered on a case by case basis and must be approved in writing by Licensor

TRAILERS *(Definition: Removable / portable office modules are not permitted without Licensor’s prior permission. Trailers must meet the following criteria to be considered:* Trailers must meet the following criteria:

- a. Must have axles and wheel and be able to be moved
  - b. Maximum length: 40 feet
  - c. Maximum height: 15 feet
  - d. Maximum width: 12 feet
2. No trailers will be permitted within the following areas reserved for Licensor’s access:
    - a. Within 2 feet from edge of 16-foot wide access roads
    - b. 50-foot radius around suspension tower legs, H-Frames and poles
    - c. 100-foot radius around dead-end tower legs, H-Frames and poles
    - d. 25-foot radius around anchors/guy wires, poles and wood poles
    - e. Under or within 10 feet of the conductor “drip lines”
  3. Sewer or gas lines to trailers must be approved in writing by Licensor

Initial (\_\_\_\_)/(\_\_\_\_/\_\_\_\_)  
Licensor/Licensee

4. Location of all electrical and telephone lines must be approved in writing by Licensor
5. Electrical lines must be installed by a licensed -general contractor.
6. Trailers shall not be used for residential purposes
7. Toxic or flammable materials will not be permitted in trailers
8. Adequately grounded by a licensed -general contractor

#### PARKING AREAS

Parking areas should not be designed under the overhead electrical conductors or within 10 feet of the "drip lines" without Licensor's prior written approval. Parking spaces to be identified under the approved site plan. "No Parking" striping may be required in areas where additional clearance is required.

#### MATERIAL STORAGE

1. If an emergency occurs, Licensee must immediately relocate all materials specified by Licensor to provide Licensor clear access to its facilities.
2. Licensee must provide Licensor with a list of material stored on the right of way
3. No toxic or flammable materials will be permitted
4. No materials shall be stored within the following areas reserved for Licensor's access:
  - a. Within 2 feet from edge of 16-foot wide access roads
  - b. 50 - foot radius around suspension tower legs, H-Frames and poles
  - c. 100 - foot radius around dead-end tower legs, H-Frames and poles
  - d. 25 feet from anchors/guy wires, poles and wood poles
5. Storage of materials not to exceed a maximum height of 15 feet
6. No storage of gasoline, diesel or any other type of fuel will be permitted
7. Any fencing around the storage areas must have Licensor's prior written approval.

Initial (\_\_\_\_)/(\_\_\_\_/\_\_\_\_)  
Licensor/Licensee

A D D E N D U M

**PARKING**

- A. Vehicles parked on the Property are limited to those owned by Licensee and its employees, invitees, customers and visitors. Licensee will not allow the storage, repairing or refueling of any vehicles on the property.
- B. Licensor only allows overflow parking. No portion of the Property will be used to satisfy the minimum parking requirements of any government agency.
- C. Licensee must obtain prior written approval from Licensor for any vehicle parking improvements and/or subsequent modification. Licensee will maintain parking improvements at all times in a safe condition satisfactory to Licensor.
- D. At any time, Licensor may require removal, modification, or relocation of any portion of the parking improvements. At Licensee's sole expense, Licensee will remove, modify, or relocate same to a location satisfactory to Licensor, within sixty (60) days after receiving notice to remove, modify, or relocate from Licensor.
- E. Parking will be permitted in designated areas only. Unless prior written approval is received from Licensor, no parking will be permitted under or within ten (10) feet of the "drip line" of Licensor's overhead electrical conductors.
- F. All parking spaces and parking improvements are to be identified on a site plan and submitted to Licensor to obtain prior written approval from Licensor.
- G. Bollards, K-rails, or "No Parking" striping may be required to protect Licensor's structures or in areas where additional clearance is required.
- H. The Licensee's parking area shall not interfere with the Licensor's minimum access road requirements.

Initial (\_\_\_\_)/(\_\_\_\_/\_\_\_\_)  
Licensor/Licensee

A D D E N D U M

**TREES/LANDSCAPING**

- A. Existing landscaping improvements (trees, plants, and shrubs) have been inspected and approved by Licensor. This written approval may be modified and/or rescinded by Licensor for any reason whatsoever.
- B. At any time, Licensor may require Licensee to modify and/or remove any or all such previously approved improvements at Licensee's risk and expense and without any compensation from Licensor.
- C. Licensee agrees and accepts full responsibility for the maintenance and/or removal of all trees, plants, and shrubs (vegetation) located on the property. All costs associated with the maintenance and/or removal of trees/vegetation will be the sole burden of Licensee.
- D. Periodically, the Property will be inspected by Licensor, and upon determination that any tree/vegetation requires trimming or removal, Licensee will be notified by Licensor. Failure by Licensee to trim or remove said tree/vegetation in the time allotted, that results in Licensor's contractor performing the work, Licensee will be billed by Licensor for the contractor's expense; and Licensee may be subject to termination under the terms and conditions of the Permit or License.
- E. Trees/vegetation must be slow growing and maintained by Licensee to not exceed fifteen (15) feet in height.
- F. Failure by Licensee to maintain all permit or license clearance requirements will require removal at Licensee's expense.
- G. Unless authorized in writing by Licensor, Licensee agrees not to plant any additional trees, plants, or shrubs within the Property. If additional authorization is requested by Licensee and prior written authorization is received by Licensor, no tree or plant species that is protected by federal or state law shall be planted within Licensor's land and no cactus or thorny shrubs/plants will be permitted.
- H. Any improvements or alterations, including retaining walls, planters, placement of large rocks, etc. and any mounds or changes of grade, require prior written approval by Licensor.
- I. Licensee will keep the Property clean, free from weeds, rubbish and debris, and in a condition satisfactory to Licensor.
- J. Upon permit or license termination, Licensee agrees to remove all trees/vegetation and improvements and restore the Property to a condition satisfactory to Licensor, at the sole expense of Licensee.

Initial (\_\_\_\_)/(\_\_\_\_/\_\_\_\_)  
Licensor/Licensee



A D D E N D U M

**RIDING AND BOARDING STABLES**

- A. Licensee must obtain prior written approval from Licensor for the installation of any structures or improvements, including but not limited to, fencing and corrals, and any subsequent modifications. Licensee will maintain the structures or improvements at all times in a safe condition satisfactory to Licensor.
- B. At any time, Licensor may require the removal, modification, or relocation of any portion of the structures or improvements, including fences and corrals. Licensee will remove, modify, or relocate same, at its expense, to a location satisfactory to Licensor within sixty (60) days after receiving notice to remove, modify, or relocate from Licensor.
- C. Vehicle parking is restricted to those areas designated and approved in writing by Licensor. Licensee will post signs identifying the areas where parking is prohibited.
- D. Hay may only be stacked in areas approved of in writing by Licensor and at a maximum height of four bales.
- E. Licensee will post and distribute rules to each horse owner boarding horses. The rules will include but not be limited to the following:
  1. No minors are permitted on Property during regular school hours unless accompanied by parent or guardian.
  2. No smoking shall be allowed within fifty (50) feet of stacked hay.
  3. All vehicles must be parked in accordance with posted signs.
  4. Owners of any animals boarded or brought on the Property hereby waive any claims against operator and Licensor, should either operator or Licensor require the removal of owner's animals because owner neglected or abused animals or owner has not kept boarding fees current.
  5. Owner will hold harmless and indemnify the operator and Licensor, its officers, agents, and employees, and its successors and assigns, from and against all claims, or injury to or death of persons including employees of operator and Licensor, resulting in any manner whatsoever, directly or indirectly, by reason of this license or the use or occupancy of the Property by owner or any person claiming under owner.
- F. Hay Storage structures shall not exceed maximum dimensions of:
  1. 15-feet in length
  2. 10-feet in width
  3. 10-feet in height
- G. Hay storage structures will not be permitted within the following access areas:
  1. Within 2-feet from edge of 16-foot wide access road.

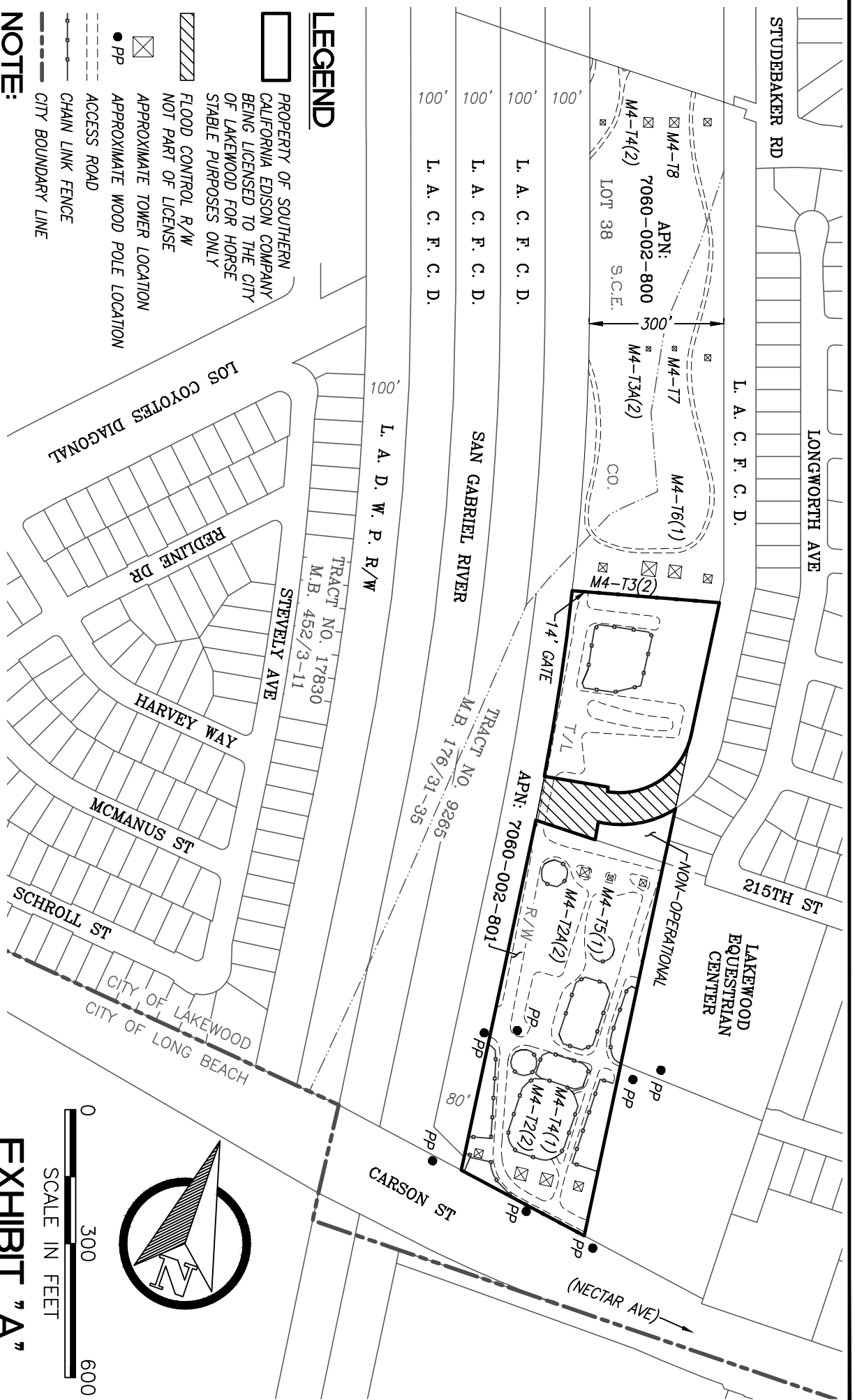
Initial (\_\_\_\_)/(\_\_\_\_/\_\_\_\_)  
Licensor/Licensee

2. 50-foot radius around suspension towers.
3. 100-foot radius around all dead-end towers.
4. 10-foot radius around all anchors/guy wires.
5. 25-foot radius around all wood poles and tubular steel poles.
6. Not permitted directly under or within 10-0feet of the electrical conductor drip lines.

H. Hay storage structures must utilize the following design:

1. Temporary/Slip joint construction.
2. Metal frame only.
3. Properly grounded.
4. Metal roof only.
5. Equipped with an automated water sprinkler system for fire suppressions (only is hay is stacked more than four bales high).

Initial (\_\_\_\_)/(\_\_\_\_/\_\_\_\_)  
Licensor/Licensee



**LEGEND**

- PROPERTY OF SOUTHERN CALIFORNIA EDISON COMPANY BEING LICENSED TO THE CITY OF LAKEWOOD FOR HORSE STABLE PURPOSES ONLY
- FLOOD CONTROL R/W NOT PART OF LICENSE
- APPROXIMATE TOWER LOCATION
- APPROXIMATE WOOD POLE LOCATION
- ACCESS ROAD
- CHAIN LINK FENCE
- CITY BOUNDARY LINE

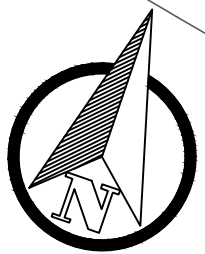
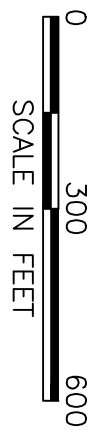
**NOTE:**

THE FOLLOWING CLEARANCES MUST BE MAINTAINED AT ALL TIMES:

a) A 50-FOOT RADIUS AROUND SUSPENSION TOWER LEGS, H-FRAMES & 100-FOOT RADIUS AROUND DEAD-END TOWER LEGS.

b) A 25-FOOT RADIUS AROUND ALL OTHER POLES.

**EXHIBIT "A"**



FACILITY NAME: ALAMITOS - DEL AMO 220 KV		LICENSED AREA (GROSS)		SQ.FT.: 392,244	AC.: 9.00
LICENSEE: THE CITY OF LAKEWOOD		CONTRACT NO.: 9.3688		ACCOUNT NO.: L1246	
CITY: LAKEWOOD		COUNTY: LOS ANGELES		STATE: CA	
APN(S): 7060-002-800; 7060-002-801		SCE DOCUMENT NO.: 143825/001; 153774/001		T.G.: 766/F5; G5; G6	
SCE SANDERS MAP: 552109		SCE LAND BOOK: N/A		REF: 2015/9.3688.DWG	
R.P. LAND AGENT: C. MCCELROY		LANDBASE MAPPING: WESTLAND GROUP, INC.		CHECKED BY: N. MICHEL	
ORDER NO.: 801167420		NOT. NO.: 202715217		DATE: 08/25/2020	
		FILE NAME: 9.3688.DWG			



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

## COUNCIL AGENDA

September 22, 2020

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

**SUBJECT:** Resolution Adopting Default Local Campaign Contribution Limits for Local Elections as Set Forth by Assembly Bill 571

### INTRODUCTION

Assembly Bill 571, effective January 1, 2021, establishes default campaign contribution limits for county and city office at the same level as the limit on contributions from individuals to candidates for Senate and Assembly. This bill also permits a county or city to establish its own contribution limits, which would prevail over these default limits. The bill permits a city to choose to adopt the default contribution limits established by state law or to establish its own contribution limits.

### STATEMENT OF FACT

According to the author, the bill sets default local campaign contribution limits for local city and county elections, setting a new standard for these local elections. This bill respects local control in the sense that it would not prevent local jurisdictions from adopting a higher or lower limit threshold.

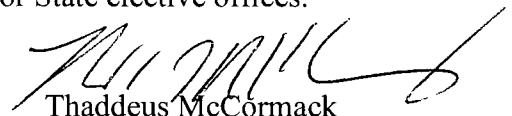
Should a city adopt new contribution limits for local elections, the city would need to adopt by ordinance or resolution enforcement standards for violations, which may include administrative, civil or criminal penalties. The Fair Political Practices Commission, which is the state agency that administers and enforces the Political Reform Act and its provisions related to campaign contribution limits, would not be responsible for the administration or enforcement of said local ordinances.

Cities could also choose to adopt the default contribution limits set by the state. The current amount is \$4,700 per contributor per election. The City of Lakewood has not previously established limits on contributions to candidates and has consistently aligned with state law on those limits.

### RECOMMENDATION

It is recommended that the City Council adopt the resolution refraining from adopting Lakewood-specific campaign contribution limits for City office, and to instead to consent to those limits defaulting to the State limits on contributions from individuals for State elective offices.

Paolo Beltran *PB*  
Deputy City Manager

  
Thaddeus McCormack  
City Manager

RESOLUTION NO. 2020-53

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
LAKEWOOD ADOPTING DEFAULT LOCAL CAMPAIGN  
CONTRIBUTION LIMITS FOR LOCAL ELECTIONS AS SET  
FORTH BY ASSEMBLY BILL 571

WHEREAS, Assembly Bill 571, signed into law by Governor Newsom on October 8, 2019, establishes default campaign contribution limits for county and city office and allows local governments to establish their own limits; and

WHEREAS, prior to the bill's passage, there was no limit on campaign contributions to candidates for local office; and

WHEREAS, the bill establishes default campaign contribution limits for county and city office at the same level as the limit on contributions from individuals to candidates for state Senate and Assembly; and

WHEREAS, the bill also permits a county or city to establish its own contribution limits, which would prevail over the state default limits (currently at \$4,700 per contributor per election); and

WHEREAS, should a city adopt new contribution limits for local elections, the city would need to adopt by ordinance or resolution enforcement standards for violations, which may include administrative, civil or criminal penalties; and

WHEREAS, the Fair Political Practices Commission, which is the state agency that administers and enforces the Political Reform Act and its provisions related to campaign contribution limits, would not be responsible for the administration or enforcement of such a county or city ordinance or resolution; and

WHEREAS, the City of Lakewood has not previously established limits on contributions to candidates and has consistently aligned with current state law on limits.

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

The City Council hereby elects to refrain from adopting Lakewood-specific campaign contribution limits for City office, and to instead to consent to those limits defaulting to the State limits on contributions from individuals for State elective offices.

ADOPTED AND APPROVED this 22nd day of September, 2020.

\_\_\_\_\_  
Mayor

ATTEST:

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

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

*Legislation*



RESOLUTION NO. 2020-54

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
LAKEWOOD APPOINTING \_\_\_\_\_  
TO THE PLANNING AND ENVIRONMENT COMMISSION  
REPLACING VICKI STUCKEY

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

SECTION 1. Resolution No. 2020-13 of the City Council pertaining to the appointment of members to the various commissions is amended as provided in this Resolution.

SECTION 2. Section 2 of said resolution pertaining to residents of the City of Lakewood appointed members of the Planning and Environment Commission for a term of two years, terminating with the second Council Meeting following the bi-annual municipal election is hereby amended by replacing Vicki Stuckey with \_\_\_\_\_, a resident of the City of Lakewood.

SECTION 3. The appointment of \_\_\_\_\_ herein contained shall be effective upon said member taking the Constitutional Oath of Office and filing the Statement of Economic Interest within the time and manner specified in the Conflict of Interest Code of the City of Lakewood.

ADOPTED AND APPROVED THIS 22ND DAY OF SEPTEMBER, 2020.

\_\_\_\_\_  
Mayor

ATTEST:

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

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

*Reports*

## **COUNCIL AGENDA**

September 22, 2020

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

**SUBJECT:** Revised Appointments to Governmental Associations, Organizations and Committees

### **INTRODUCTION**

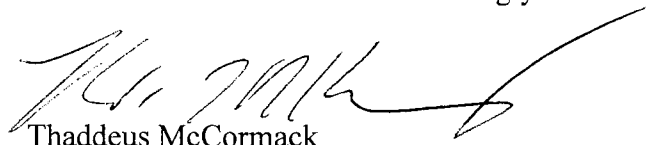
The resignation of Diane DuBois from the City Council creates a need for the City Council to review and adjust its appointments to governmental associations, organizations and committees.

### **STATEMENT OF FACT**

With the exception of Diane DuBois' vacated appointments, all other appointments are currently filled. However, the Council may take this opportunity to re-evaluate the current assignments and make adjustments beyond the vacated DuBois appointments. There is no urgency to that at this meeting, although the item is being agendaized in the event that the Council is prepared to make adjustments. Staff is asking, though, that an appointment to replace retired Councilmember DuBois on the Council Community Promotions Committee due to the need for that Committee to meet prior to the next City Council meeting.

### **RECOMMENDATION**

That the City Council consider appointments to governmental associations, organizations and committees and take action accordingly.



Thaddeus McCormack  
City Manager

## ORGANIZATIONAL APPOINTMENTS

ORGANIZATIONS	2020-21	2020-21 (revised)
California Contract Cities Association	Wood – Rep. Pe – Alt.	_____ – Rep. _____ – Alt.
California Joint Powers Insurance Authority	Wood – Rep. Croft – Alt.	_____ – Rep. _____ – Alt.
Council of Governments Organizations		
1. Southern California Association of Governments (SCAG)		
a. Representative		
b. General Assembly (Annual Conference) <sup>2</sup>	DuBois – Rep. Pe – Alt.	_____ – Rep. _____ – Alt.
2. Gateway Cities COG Board	DuBois – Rep. Pe – Alt.	_____ – Rep. _____ – Alt.
Greater Los Angeles County Vector Control District <sup>3</sup>	Croft – Rep.	Croft – Rep.
Job Training Partnership Act SELACO WDB	Wood – Policy Bd	_____ – Policy Bd
League of California Cities		
1. L.A. County Division	Pe – Rep. DuBois – Alt.	_____ – Rep. _____ – Alt.
2. L.A. County City Selection Committees <sup>4</sup>	Croft – Rep. DuBois – Alt.	_____ – Rep. _____ – Alt.
3. Annual League Conference <sup>2</sup>	DuBois – Rep. Croft – Alt.	_____ – Rep. _____ – Alt.
L.A. County Sanitation Districts 3 & 19 <sup>1</sup>	Rogers – Rep. Wood – Alt.	_____ – Rep. _____ – Alt.
Southeast Water Coalition	Rogers – Rep. Croft – Alt.	_____ – Rep. _____ – Alt.

1 - Representative must be the Mayor. For City Selection Committees, Mayor must designate an alternate for each meeting where required.

2 - If neither can attend, delegate may be appointed by Mayor prior to annual conference

3 – Two-year term expiring in January 2020

4 - Committees appoint City representatives to boards, commissions, and agencies specified by law (e.g., AQMD, MTA, and Library Commission). Committees meet on an “as needed” basis during League (County Division) Meetings

## COMMITTEE APPOINTMENTS

STANDING COMMITTEES	2020-21	2020-21 (revised)
Intergovernmental Relations <sup>1</sup>	Rogers - Chair Wood - Member	_____ - Chair _____ - Member
Lakewood Schools	Wood - Chair Rogers - Member	_____ - Chair _____ - Member
Environmental Management	Pe - Chair DuBois - Member	_____ - Chair _____ - Member
Public Safety <sup>2</sup>	Rogers - Chair Wood - Member	_____ - Chair _____ - Member
Park Development	DuBois - Chair Wood - Member	_____ - Chair _____ - Member
Water Resources	Croft - Chair Pe - Member	_____ - Chair _____ - Member
Community Promotion	DuBois - Chair Pe - Member	_____ - Chair _____ - Member
Economic Development <sup>3</sup>	Rogers - Chair Croft - Member	_____ - Chair _____ - Member
Hall of Fame – Board of Electors	Wood - Chair	_____ - Chair
Audit	Croft - Chair Pe - Member	_____ - Chair _____ - Member
Capital Improvement Plan	Wood - Chair Croft - Member	_____ - Chair _____ - Member

1 – Current Mayor and Vice Mayor (since 1999)

2 - Includes License & Permit Hearing Board

3 – Current Mayor and Previous Mayor

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

## **COUNCIL AGENDA**

September 22, 2020

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

**SUBJECT:** Approval of Telephone System Upgrade and Maintenance Service Agreement with the Technology Depot (Revised)

### **INTRODUCTION**

The City of Lakewood, together with our consultant and our maintenance service provider, has prepared a plan for the telephone system upgrade in September 2020. The phone system needs periodic upgrades of the software to allow for more modern technology and improved functionality. An annual maintenance service agreement is required to keep the system current and respond to repairs as needed.

### **STATEMENT OF FACT**

The Technology Depot is the service provider for our telephone system maintenance program. They have continued to service, repair, and maintain our equipment and software since they have taken over as our maintenance provider, and they have been very responsive. The current agreement expires at the end of September 2020, which provides an opportunity to consider a new multi-year agreement at a very favorable rate. The Maintenance Service proposal for a three-year agreement will be priced at \$9,383.00 for the first prorated year starting in October 2020 and \$11,917.33 per year the remaining two years.

The City's current phone system utilizes plain old telephone (POTS) lines to provide telephony service. POTS lines work through a hardwired connection from City Hall to the phone company; currently, the entire phone system is stored in city hall. The costs related to the regulated circuit-switched POTS lines remain much higher than they need to be for the service provided to the City. Voice over Internet Protocol (VoIP) is an alternative that can significantly reduce and eliminate POTS-related costs and improve reliability. VoIP telephony works by taking traditional voice signals and converting them to a form that can be transmitted easily over our internet connection. The City owns a Mitel Telephone System that has a computer, and a backup computer, a voicemail server, and various models of telephone instruments of varying age and capability. The upgrade will allow the City to retain all the equipment currently in use to function as a gateway to a more modern system while providing additional options for further modernization in the future.

The Technology Depot has also proposed a system upgrade that will give the City several new capabilities that will facilitate staff mobility, provide disaster recovery protection for voice and internet services, and enable easier collaboration with voice conferencing and virtual meetings. The upgrade gives the City redundant communication capabilities by incorporating multiple internet services into one unified connection. The use of a cloud-based application will provide continuous service from our system on smartphones. Many of the services in this upgrade, such as video conferencing and smartphone applications, have unit pricing, which will allow the City the ability to scale the system to our needs in the future.




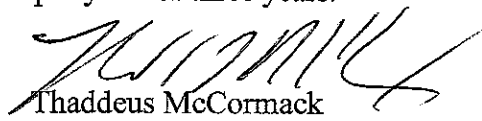
Abilita, the City's telecom consultant, has evaluated and reviewed the proposal and agrees that it is compatible with the City's needs. This agreement would have an initial installation cost of \$3,248 and an annual payment of \$10,848 for three (3) for the installation, maintenance, and support of the Mitel Hybrid Cloud w/SD-WAN Plus and allow for further upgrades. The Technology Depot has agreed to defer \$2,450 of the installation fee in considering that the City will enter a three (3) year agreement resulting in an installation fee of \$798. At the end of the three-year contract, that deferred installation cost would be waived. ~~The upgrade will result in a savings of \$5,976 per year based on our current usage.~~ The multi-year operation and maintenance agreement and system upgrade will result in an estimated savings of \$4,800.

### RECOMMENDATION

Staff recommends that the City Council:

1. Approve a three (3) year maintenance service agreement with The Technology Depot for the maintenance and support of the Telephone System at the cost of \$9,383.00 for the first prorated year and \$11,917.33 per year for the remaining two years.
2. Approve a three (3) year telephone service agreement with The Technology Depot for the installation, maintenance, support, and use of the Mitel Hybrid Cloud SD-WAN Plus with an initial installation cost of \$798 and \$10,848 per year for three years.

Lisa Ann Rapp   
Director of Public Works

  
Thaddeus McCormack  
City Manager

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

Item 3.3 – Report on Community Dialogue  
will be an oral presentation.

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

# *Housing Successor*

**CITY OF LAKEWOOD SUCCESSOR AGENCY - HOUSING  
FUND SUMMARY 9/10/20**

In accordance with section 2521 of the Lakewood Municipal Code there is presented herewith a summary of obligations to be paid by voucher 388 through 389. Each of the following demands has been audited by the Director of Administrative Services and approved by the City Manager.

3901	HOUSING SUCCESSOR AGENCY	18,170.00
		<hr/>
		<b>18,170.00</b>

Council Approval

\_\_\_\_\_  
Date

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

Attest

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

\_\_\_\_\_  
Director of Administrative Services

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

<b>CHECK #</b>	<b>CHECK DATE</b>	<b>VEND #</b>	<b>VENDOR NAME</b>	<b>GROSS</b>	<b>DISC.</b>	<b>CHECK AMOUNT</b>
388	09/10/2020	40572	CHICAGO TITLE CO	170.00	0.00	170.00
389	09/10/2020	3699	GREEN. KAREN AND THE CITY OF LAKEWOOD	18,000.00	0.00	18,000.00
<b>Totals:</b>				<u>18,170.00</u>	<u>0.00</u>	<u>18,170.00</u>