

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

March 24, 2015

RECEPTION: “Lakewood Celebrates . . .” 6:00 p.m.

CALL TO ORDER 7:30 p.m.

INVOCATION: Deacon Ray Skupnik, St. Cyprian Catholic Church

PLEDGE OF ALLEGIANCE: Lakewood High School Jr. ROTC

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

CITY COUNCIL ANNUAL REORGANIZATION

1. Administration of the Oath of Office to Council Members
2. Election of the Mayor and Vice Mayor

ANNOUNCEMENTS AND PRESENTATIONS:

ROUTINE ITEMS:

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

RI-1 Approval of Minutes of the Meetings held February 24, and March 10, 2015

RI-2 Approval of Personnel Transactions

RI-3 Approval of Registers of Demands

RI-4 Approval of Report of Monthly Investment Transactions

RI-5 Adoption of Program Supplement to Master Agreement with State for Federal Aid Projects for Del Amo Boulevard Paving (Downey Avenue to Clark Avenue), Resolution No. 2015-3

RI-6 Approval of Installation of Disabled Person Parking on 212th Street, Resolution No. 2015-4; and at Dunrobin Avenue, Resolution No. 2015-5

City Council Agenda

March 24, 2015

Page 2

ROUTINE ITEMS: Continued

RI-7 Ratification of Purchase of Play Sand for Boyar Park

RI-8 Approval of Refunding of 2008 Photovoltaic System Lease

RI-9 Adoption of Resolution No. 2015-6; Amending Resolution Establishing Compensation, Rules and Regulations for Part-time Employees

RI-10 Approval of Gateway Cities Council of Governments Economic Development Administration Revolving Loan Fund Transfer

PUBLIC HEARINGS:

1.1 Introduction of Ordinance No. 2015-2; Amending a Precise Plan for 3014 South Street

LEGISLATION:

2.1 Adoption of Signature Resolutions

a. Resolution No. 2015-7; Authorizing the City Treasurer to Deposit Funds for Safekeeping and Investment and Authorizing the Withdrawal of Funds from Depositories

b. Resolution No. 2015-8; Authorizing the Use of the Facsimile Signature of the Mayor in the Execution of Public Securities and Instruments of Payment

c. Resolution No. 2015-9; Authorizing the Use of the Facsimile Signature of the Vice Mayor in the Execution of Public Securities and Instruments of Payment

REPORTS:

3.1 Volunteer Appreciation Month Activities

AGENDA

LAKWOOD HOUSING SUCCESSOR AGENCY

1. Approval of Register of Demands

ORAL COMMUNICATIONS:

ADJOURNMENT

Any qualified individual with a disability that would exclude that individual from participating in or attending the above meeting should contact the City Clerk's Office, 5050 Clark Avenue, Lakewood, CA, at 562/866-9771, ext. 2200; at least 48 hours prior to the above meeting to ensure that reasonable arrangements can be made to provide accessibility to the meeting or other reasonable auxiliary aids or services may be provided.

Copies of staff reports and other writings pertaining to this agenda are available for public review during regular business hours in the Office of the City Clerk, 5050 Clark Avenue, Lakewood, CA 90712

Routine Items



Minutes

Lakewood City Council

Regular Meeting held
February 24, 2015

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

INVOCATION was offered by Pastor Darrin McWatters, First Baptist Church of Lakewood

PLEDGE OF ALLEGIANCE was led by Lakewood High School Jr. ROTC

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

ANNOUNCEMENTS AND PRESENTATIONS:

Mayor Rogers announced that the meeting would be adjourned in memory of Julio Fajardo, father-in-law of Council Member Steve Croft; in memory of Jeff Dean, a 24-year employee, who retired in 2012, and passed away after battling cancer; and in memory of Jackson May, a Lakewood resident, who participated in the Meals on Wheels and Nifty After Fifty programs, and father of longtime employee, Nicole Duran.

Vice Mayor Wood expressed gratitude to the organizers of the 34th Annual Youth Hall of Fame and congratulated the athletes who had been recognized at the event.

ROUTINE ITEMS:

COUNCIL MEMBER DUBOIS MOVED AND VICE MAYOR WOOD SECONDED TO APPROVE ROUTINE ITEMS 1 THROUGH 4 AND 7 THROUGH 10.

RI-1 Approval of Minutes of the Meetings held February 10, 2015

RI-2 Approval of Personnel Transactions

RI-3 Approval of Registers of Demands

RI-4 Approval of Monthly Report of Investment Transactions

ROUTINE ITEMS: Continued

- RI-7 RESOLUTION NO. 2015-1; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD ADOPTING THE 2015 EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION
- RI-8 Approval of Gas Company Consent to Common Use – Shared Easement for 72-Unit Condominium Development, 3014 South Street
- RI-9 Approval of Amendments to Reimbursement Agreement for Long Beach Transit Fixed Route and Dial-A-Lift Services
- RI-10 RESOLUTION NO. 2015-2; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD ADDING A JOB CLASSIFICATION AND AMENDING EXISTING PAY RATE IN ATTACHMENT B OF RESOLUTION NO. 2014-27

UPON ROLL CALL VOTE, THE MOTION WAS APPROVED:

AYES: COUNCIL MEMBERS: Croft, DuBois, Wood, Piazza and Rogers
NAYS: COUNCIL MEMBERS: None

- RI-5 Approval of Agreement for Additional Aircraft Refurbishment Services – Lakewood Veterans Memorial Plaza

Council Member Croft stated that since the presentation on the memorial at the previous Council meeting, changes had occurred as a result of the re-design process and that staff had done an excellent job in identifying the issues and mitigating some of the costs. He observed that the latest update was proof that the memorial project was moving forward.

Mayor Rogers concurred that although there had been issues that could not be anticipated, the additional services provided an opportunity to maintain a world class veterans memorial for future generations. He added that it was also a way to pay homage to those who paid the ultimate sacrifice for the community and for their country.

COUNCIL MEMBER DUBOIS MOVED AND COUNCIL MEMBER PIAZZA SECONDED TO APPROVE ROUTINE ITEM 5. UPON ROLL CALL VOTE, THE MOTION WAS APPROVED:

AYES: COUNCIL MEMBERS: Croft, DuBois, Wood, Piazza and Rogers
NAYS: COUNCIL MEMBERS: None

- RI-6 Approval of Agreement for Consulting Services and Expenses – Lakewood Veterans Memorial Plaza

ROUTINE ITEMS: Continued

COUNCIL MEMBER CROFT MOVED AND COUNCIL MEMBER DUBOIS SECONDED TO APPROVE ROUTINE ITEM 6. UPON ROLL CALL VOTE, THE MOTION WAS APPROVED:

AYES: COUNCIL MEMBERS: Croft, DuBois, Wood, Piazza and Rogers

NAYS: COUNCIL MEMBERS: None

RI-11 Approval of Nomination to Fill a Vacancy on the Workforce Investment Board (WIB)

Vice Mayor Wood introduced Allison Castellanos, nominee for the business sector representative to the WIB. Ms. Castellanos expressed gratitude on her nomination and conveyed her eagerness for the opportunity to serve on the Board.

VICE MAYOR WOOD MOVED AND COUNCIL MEMBER PIAZZA SECONDED TO APPROVE ROUTINE ITEM 11. UPON ROLL CALL VOTE, THE MOTION WAS APPROVED:

AYES: COUNCIL MEMBERS: Croft, DuBois, Wood, Piazza and Rogers

NAYS: COUNCIL MEMBERS: None

1.1 • SECOND READING AND ADOPTION OF ORDINANCE NO. 2015-1; AMENDING THE LAKEWOOD MUNICIPAL CODE PERTAINING TO SPEED LIMITS ON CANDLEWOOD STREET, COVER STREET, DOWNEY AVENUE, LAKEWOOD BOULEVARD AND 215TH STREET

City Attorney Steve Skolnik advised that the proposed ordinance had been introduced at the last meeting and following a brief report by the Public Works Director, a public hearing would be held.

Lisa Rapp, Director of Public Works, reviewed that State law required traffic studies every five years to allow the use of radar for enforcement purposes. After the Council approval of the Traffic and Engineering study at its last meeting, adoption of the proposed ordinance would complete the process.

Mayor Rogers opened the public hearing at 7:44 p.m. and called for anyone in the audience wishing to address the City Council on this matter. There was no response.

COUNCIL MEMBER DUBOIS MOVED AND VICE MAYOR WOOD SECONDED TO CLOSE THE PUBLIC HEARING. UPON ROLL CALL VOTE, THE MOTION WAS APPROVED:

AYES: COUNCIL MEMBERS: Croft, DuBois, Wood, Piazza and Rogers

NAYS: COUNCIL MEMBERS: None

1.1 • ORDINANCE NO. 2015-1; AMENDING THE LAKEWOOD MUNICIPAL CODE PERTAINING TO SPEED LIMITS ON CANDLEWOOD STREET, COVER STREET, DOWNEY AVENUE, LAKEWOOD BOULEVARD AND 215TH STREET - Continued
ORDINANCE NO. 2015-1; AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD AMENDING THE LAKEWOOD MUNICIPAL CODE PERTAINING TO THE PRIMA FACIE SPEED LIMIT ON CANDLEWOOD STREET, COVER STREET, DOWNEY AVENUE, LAKEWOOD BOULEVARD AND 215TH STREET was read by title by the City Clerk.

COUNCIL MEMBER CROFT MOVED AND VICE MAYOR WOOD SECONDED TO WAIVE FURTHER READING AND ADOPT ORDINANCE NO. 2015-1. UPON ROLL CALL VOTE, THE MOTION WAS APPROVED:

AYES: COUNCIL MEMBERS: Croft, DuBois, Wood, Piazza and Rogers

NAYS: COUNCIL MEMBERS: None

3.1 • PREVIEW OF 2015 EARTH WALK EVENT

Recreation and Community Services Director Lisa Litzinger displayed slides, showed a brief video and presented a report based on the memo in the agenda. She reported that Lakewood's free Earth Walk event would be held at Monte Verde Park on Saturday, March 14th. She stated that the family-friendly event provided opportunities to learn about the environment, with hands-on participation activities and vendor displays pertaining to gardening, recycling and conservation from City departments, community groups and local businesses.

Council Member DuBois stated that the joint efforts of the departments involved provided for an affordable and enjoyable event.

MAYOR ROGERS STATED THAT THERE BEING NO OBJECTION, THE ITEM WAS ORDERED RECEIVED AND FILED.

3.2 • PREVIEW OF 2015 LAKEWOOD COMMUNITY RUN

Director of Community Development, Sonia Southwell, displayed slides and described some of the features of the Lakewood Community Run, scheduled for Saturday, March 14th. She stated that the fundraising event, which was organized by the Lakewood Sheriff's Station and the Soroptimist of Lakewood/Long Beach, and sponsored by the City of Lakewood, County of Los Angeles and the Lakewood Center Mall, offered a fun day for everyone from beginners to avid runners.

Council Member Croft encouraged people to attend the day's various events stating that in addition to the Earth Walk and Community Run, a groundwater festival would also be taking place.

3.2 • PREVIEW OF 2015 LAKEWOOD COMMUNITY RUN - Continued

MAYOR ROGERS STATED THAT THERE BEING NO OBJECTION, THE ITEM WAS ORDERED RECEIVED AND FILED.

3.3 • REPORT ON LAKEWOOD VETERANS MEMORIAL PLAZA ENGRAVED BRICK PROGRAM

The Public Works Director displayed slides and presented an update to the Veterans Memorial Plaza and Engraved Brick Program. She reported on the progress of the jet restoration which included the repair of the tail section, restoration of the wings, and installation of electrical wiring. She provided an update of the plaza construction including installation of the construction fence, playground equipment removal and demolition of the existing hardscape. Ms. Rapp explained that the engraved brick program had made an excellent start and that additional public outreach efforts had been planned.

Council Member Croft stated that with the memorial project underway, he encouraged the community to enjoy the City's many other playgrounds and park sites.

Vice Mayor Wood emphasized the historic aspect of the memorial jet noting that not only was it being restored and repaired but that it was being preserved as well.

Council Member Piazza commended staff and described the project as a "movie in the making."

MAYOR ROGERS STATED THAT THERE BEING NO OBJECTION, THE ITEM WAS ORDERED RECEIVED AND FILED.

ORAL COMMUNICATIONS: None

ADJOURNMENT

There being no further business to be brought before the City Council, Mayor Rogers adjourned the meeting at 8:25 p.m. A moment of silence was observed in memory of Julio Fajardo, Jeff Dean and Jackson May.

Respectfully submitted,

Jo Mayberry, CMC
City Clerk



Minutes

Lakewood City Council

Regular Meeting held
March 10, 2015

At 7:30 p.m. on March 10, 2015, in the City Council Chambers at the Civic Center, 5000 Clark Avenue, Lakewood, California, the City Clerk was present.

It was the time and place for a Regular Meeting of the City Council of the City of Lakewood.

The City Clerk immediately declared the Meeting adjourned due to lack of a quorum.

Respectfully submitted,

Jo Mayberry, CMC
City Clerk


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


COUNCIL AGENDA

March 24, 2015

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

	<u>Name</u>	<u>Title</u>	<u>Schedule</u>	<u>Effective Date</u>
1. FULL-TIME EMPLOYEES				
A. Appointments	None			
B. Changes				
	Ryan Bowman	Maintenance Trainee II Public Works Technician	B to 18A	03/15/2015
	Isabelle Diaz	Administrative Specialist I Management Aide	B to 15B	03/29/2015
C. Separations				
	Maribel Morcos	Housing Specialist	26B	02/26/2015
2. PART-TIME EMPLOYEES				
A. Appointments	None			
B. Changes				
	Jeffrey Casillas	Recreation Leader II Community Services Specialist	A to B	03/15/2015
	Cesar Regis	Maintenance Aide I Maintenance Trainee I	A to B	03/15/2015
C. Separations				
	Lyzette Bonaparte	Community Services Leader IV	B	03/01/2015
	Kylie Botovsky	Community Services Leader III	B	03/16/2015
	Shenelle Romero	Community Services Officer I	B	02/19/2015

Lisa Novotny 
 Assistant City Manager

Howard L. Chambers 
 City Manager

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**CITY OF LAKEWOOD
FUND SUMMARY 2/26/2015**

In accordance with section 2521 of the Lakewood Municipal Code there is presented herewith a summary of obligations to be paid by voucher 62262 through 62364. Each of the following demands has been audited by the Director of Administrative Services and approved by the City Manager.

1010	GENERAL FUND	1,313,270.18
1020	CABLE TV	475.00
1030	CDBG CURRENT YEAR	400.00
1050	COMMUNITY FACILITY	4,517.06
1336	STATE COPS GRANT	14,651.44
3060	PROPOSITION "A"	90,156.78
3070	PROPOSITION "C"	12,494.50
5010	GRAPHICS AND COPY CENTER	3,215.32
5020	CENTRAL STORES	4,134.68
5030	FLEET MAINTENANCE	1,838.30
7500	WATER UTILITY FUND	265,599.45
8030	TRUST DEPOSIT	9,173.38
		<hr/>
		1,719,926.09

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
62262	02/26/2015	59447	A-1 STEEL FENCE COMPANY	3,718.00	0.00	3,718.00
62263	02/26/2015	4208	AIRGAS INC	758.29	0.00	758.29
62264	02/26/2015	4684	AMAZON.COM LLC	153.51	0.00	153.51
62265	02/26/2015	66012	BARTKUS. KRISTIN	45.50	0.00	45.50
62266	02/26/2015	4024	BOSTIAN. KATHIE	175.00	0.00	175.00
62267	02/26/2015	1025	C A C E O	75.00	0.00	75.00
62268	02/26/2015	6600	CALIFORNIA STATE DEPT OF JUSTICE	4,808.00	0.00	4,808.00
62269	02/26/2015	4492	HOTTEL. RICHARD S	900.00	0.00	900.00
62270	02/26/2015	7500	CENTRAL BASIN MUNICIPAL WATER	2,070.00	0.00	2,070.00
62271	02/26/2015	64932	CJ CONSTRUCTION INC	39,658.04	0.00	39,658.04
62272	02/26/2015	4380	CAPITAL ONE NATIONAL ASSOCIATION	159.32	0.00	159.32
62273	02/26/2015	46620	CREATIVE BUS SALES	130.01	0.00	130.01
62274	02/26/2015	1014	CUB SCOUT PACK #208	250.00	0.00	250.00
62275	02/26/2015	27200	DICKSON R F CO INC	40,764.22	0.00	40,764.22
62276	02/26/2015	66397	EAGLE GRAPHICS INC	79.78	0.00	79.78
62277	02/26/2015	53283	EBERHARD EQUIPMENT	51.39	0.00	51.39
62278	02/26/2015	3199	EDCO WASTE SERVICES LLC	374,497.18	0.00	374,497.18
62279	02/26/2015	4665	EGOSCUE LAW GROUP	6,950.00	0.00	6,950.00
62280	02/26/2015	51930	EWING IRRIGATION PRODUCTS INC	884.97	0.00	884.97
62281	02/26/2015	3946	FERGUSON ENTERPRISES INC	4,436.43	0.00	4,436.43
62282	02/26/2015	59433	GANAHL LUMBER COMPANY	121.86	0.00	121.86
62283	02/26/2015	65779	GOLDEN STATE WATER COMPANY	5,029.32	0.00	5,029.32
62284	02/26/2015	45682	BROD INVESTMENTS INC	376.05	0.00	376.05
62285	02/26/2015	33150	GRAINGER W W INC	216.26	0.00	216.26
62286	02/26/2015	62491	HANDS ON MAILING &	619.85	0.00	619.85
62287	02/26/2015	35477	HARA M LAWNMOWER CENTER	102.62	0.00	102.62
62288	02/26/2015	42031	HOME DEPOT	963.98	0.00	963.98
62289	02/26/2015	65891	HUMAN SERVICES ASSOCIATION	375.00	0.00	375.00
62290	02/26/2015	40994	JACOBY. CAROL FLYNN	532.68	0.00	532.68
62291	02/26/2015	4668	SALES. KEVIN	2,119.40	0.00	2,119.40
62292	02/26/2015	18300	LAKEWOOD CHAMBER OF COMMERCE	1,833.33	0.00	1,833.33
62293	02/26/2015	18300	LAKEWOOD CHAMBER OF COMMERCE	35.00	0.00	35.00
62294	02/26/2015	18550	LAKEWOOD. CITY OF	103.98	0.00	103.98
62295	02/26/2015	2409	LIFTECH ELEVATOR SERVICES INC	475.00	0.00	475.00
62296	02/26/2015	20700	LONG BEACH PUBLIC TRANSPORTATION CO	90,156.78	0.00	90,156.78
62297	02/26/2015	21600	LOS ANGELES CO SHERIFFS DEPT	793,420.48	0.00	793,420.48
62298	02/26/2015	36844	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS	10,787.66	0.00	10,787.66
62299	02/26/2015	41545	PACIFIC PREMIER RETAIL TRUST	5,158.58	0.00	5,158.58
62300	02/26/2015	3856	MAILFINANCE	473.43	0.00	473.43
62301	02/26/2015	4625	MERCHANT'S BUILDING MAINTENANCE LLC	612.50	0.00	612.50
62302	02/26/2015	46696	MEYER & ASSOCIATES	362.50	0.00	362.50
62303	02/26/2015	4713	NATIONAL PACIFIC ISLANDER EDUCATOR NETWC	100.00	0.00	100.00
62304	02/26/2015	4320	NEHRU. ARTI	150.00	0.00	150.00
62305	02/26/2015	4443	O'REILLY AUTOMOTIVE STORES INC	663.55	12.18	651.37

CITY OF LAKEWOOD

SUMMARY CHECK REGISTER

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
62306	02/26/2015	47554	OFFICE DEPOT BUSINESS SVCS	175.54	0.00	175.54
62307	02/26/2015	4587	OSCAR'S ELECTRIC INC.	750.00	0.00	750.00
62308	02/26/2015	56461	OVERPACK. NANCY - CARICATURE ARTIST	180.00	0.00	180.00
62309	02/26/2015	65659	PHASE II SYSTEMS INC	3,968.53	0.00	3,968.53
62310	02/26/2015	4374	PITNEY BOWES INC	827.31	0.00	827.31
62311	02/26/2015	57980	RIVARD T.A. INC.	209,076.00	0.00	209,076.00
62312	02/26/2015	47285	ROTARY CORP	284.99	0.00	284.99
62313	02/26/2015	4607	ROYAL PAPER CORPORATION	324.55	0.00	324.55
62314	02/26/2015	240	SGS TESTCOM	5.42	0.00	5.42
62315	02/26/2015	4710	SIGURDSON SALES AND SERVICE. INC.	2,599.65	0.00	2,599.65
62316	02/26/2015	64790	SKOLNIK STEVEN N	16,777.87	0.00	16,777.87
62317	02/26/2015	886	HAUSER JOHN	450.00	0.00	450.00
62318	02/26/2015	29400	SOUTHERN CALIFORNIA EDISON CO	42,239.09	0.00	42,239.09
62319	02/26/2015	50299	SPENCER. GORDON	150.00	0.00	150.00
62320	02/26/2015	49529	SPICERS PAPER INC	621.37	5.70	615.67
62321	02/26/2015	64602	STAPLES CONTRACT & COMMERCIAL INC	137.18	0.00	137.18
62322	02/26/2015	60359	CNS INDUSTRIES INC	194.02	0.00	194.02
62323	02/26/2015	38679	WESTERN EXTERMINATOR COMPANY	750.01	0.00	750.01
62324	02/26/2015	1676	U S TELEPACIFIC CORP	343.26	0.00	343.26
62325	02/26/2015	59212	TETRA TECH INC	5,174.20	0.00	5,174.20
62326	02/26/2015	2372	TGIS CATERING SVCS INC	2,835.00	0.00	2,835.00
62327	02/26/2015	35436	TOMARK SPORTS EQUIPMENT	3,656.81	0.00	3,656.81
62328	02/26/2015	3733	TT TECHNOLOGIES. INC.	386.47	0.00	386.47
62329	02/26/2015	1437	U S BANK NATIONAL ASSOCIATION	145.76	0.00	145.76
62330	02/26/2015	58851	UNISOURCE WORLDWIDE INC	389.03	0.00	389.03
62331	02/26/2015	4718	UNITED WATER WORKS INC	1,087.82	0.00	1,087.82
62332	02/26/2015	1682	VELOCITY AIR ENGINEERING INC	943.50	0.00	943.50
62333	02/26/2015	60430	VERIZON CALIFORNIA INC	79.99	0.00	79.99
62334	02/26/2015	61019	CHRISTMAN WILLIAM B	175.00	0.00	175.00
62335	02/26/2015	17640	WAXIE ENTERPRISES INC	2,079.46	0.00	2,079.46
62336	02/26/2015	37745	WESTERN EXTERMINATOR CO	175.00	0.00	175.00
62337	02/26/2015	35146	WILLDAN ASSOCIATES	22,605.00	0.00	22,605.00
62338	02/26/2015	49425	ACURITY SPECIALTY PRODUCTS INC	200.73	0.00	200.73
62339	02/26/2015	3699	BARBERIE. MERLE	40.00	0.00	40.00
62340	02/26/2015	3699	BOY SCOUT TROOP 67	250.00	0.00	250.00
62341	02/26/2015	3699	CANEP. JOHN J	94.57	0.00	94.57
62342	02/26/2015	3699	CASILLAS. GEIDY	250.00	0.00	250.00
62343	02/26/2015	3699	CUBE. PAMELA	250.00	0.00	250.00
62344	02/26/2015	3699	DIXON-SAYLOR. DIANE	465.00	0.00	465.00
62345	02/26/2015	3699	DOMINGO. MARIA ELENA	250.00	0.00	250.00
62346	02/26/2015	3699	FOX. MARIE & THOMAS	10.39	0.00	10.39
62347	02/26/2015	3699	GRIER. TIFFANI	250.00	0.00	250.00
62348	02/26/2015	3699	HAMMOND. ANDREA	250.00	0.00	250.00
62349	02/26/2015	3699	HULL. DENISE	29.00	0.00	29.00

CITY OF LAKEWOOD SUMMARY CHECK REGISTER

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
62350	02/26/2015	3699	KIAMZON. ROSILYN	240.00	0.00	240.00
62351	02/26/2015	3699	LAKEWOOD GIRL SCOUT SVC UNIT	250.00	0.00	250.00
62352	02/26/2015	3699	LEE. DONG	40.00	0.00	40.00
62353	02/26/2015	3699	LLOYD. SHADIYAH	96.00	0.00	96.00
62354	02/26/2015	3699	MACIAS. DAVINA	170.00	0.00	170.00
62355	02/26/2015	3699	MARTINEZ. LUPE	250.00	0.00	250.00
62356	02/26/2015	3699	METZGER-DIXON. LISA	6.00	0.00	6.00
62357	02/26/2015	3699	MUNOZ. ELVIRA	250.00	0.00	250.00
62358	02/26/2015	3699	MURRAY. EMILY	250.00	0.00	250.00
62359	02/26/2015	3699	ORTIZ. JUAN	250.00	0.00	250.00
62360	02/26/2015	3699	PLOOSTER. CHAD	100.00	0.00	100.00
62361	02/26/2015	3699	SAMAYOA. MICHAEL	250.00	0.00	250.00
62362	02/26/2015	3699	WILLIAMS. SHANA	250.00	0.00	250.00
62363	02/26/2015	271	VOID			
62364	02/26/2015	271	LOS ANGELES CO DEPT OF HEALTH SVCS	260.00	0.00	260.00
Totals:				<u>1,719,943.97</u>	<u>17.88</u>	<u>1,719,926.09</u>

**CITY OF LAKEWOOD
FUND SUMMARY 3/5/2015**

In accordance with section 2521 of the Lakewood Municipal Code there is presented herewith a summary of obligations to be paid by voucher 62365 through 63505. Each of the following demands has been audited by the Director of Administrative Services and approved by the City Manager.

1010	GENERAL FUND	293,038.32
1020	CABLE TV	1,527.68
1030	CDBG CURRENT YEAR	2,808.92
1050	COMMUNITY FACILITY	1,337.60
1070	RETIREE MEDICAL	378.00
3000	AIR QUALITY IMPROVEMENT	7,639.77
5010	GRAPHICS AND COPY CENTER	1,034.68
5020	CENTRAL STORES	1,521.35
5030	FLEET MAINTENANCE	7,671.74
6020	GEOGRAPHIC INFORMATION SYSTEM	19.40
7500	WATER UTILITY FUND	21,785.15
8030	TRUST DEPOSIT	23,196.81
		<hr/>
		361,959.42

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
62365	03/05/2015	4369	ACME BALLOON CO	337.50	0.00	337.50
62366	03/05/2015	61142	ADAMS-HILLERY SHARRON	2,658.92	0.00	2,658.92
62367	03/05/2015	4084	AIR CONTROL SYSTEMS INC	2,399.30	0.00	2,399.30
62368	03/05/2015	4208	AIRGAS INC	518.73	0.00	518.73
62369	03/05/2015	1700	ALLIED REFRIGERATION INC	530.56	0.00	530.56
62370	03/05/2015	58000	AMERICAN TRUCK & TOOL RENTAL INC	332.56	0.00	332.56
62371	03/05/2015	41215	AREND. DALE	436.80	0.00	436.80
62372	03/05/2015	56010	BANK OF AMERICA	2,423.35	0.00	2,423.35
62373	03/05/2015	66012	BARTKUS. KRISTIN	4,004.37	0.00	4,004.37
62374	03/05/2015	43808	BELLFLOWER AUTO TRIM	265.75	0.00	265.75
62375	03/05/2015	4396	BENTLEY PRINCE STREET INC	10,154.48	0.00	10,154.48
62376	03/05/2015	3518	BOY SCOUT TROOP #134	250.00	0.00	250.00
62377	03/05/2015	62737	BOYES. GOBIND	409.50	0.00	409.50
62378	03/05/2015	1935	BREA. CITY OF	39,014.10	0.00	39,014.10
62379	03/05/2015	307	CALIF. STATE DISBURSEMENT UNIT	442.60	0.00	442.60
62380	03/05/2015	277	CALIFORNIA COMMERCIAL LIGHTING SUPPLY	77.17	0.00	77.17
62381	03/05/2015	4700	CALIFORNIA DEPT. OF WATER RESOURCES	23,000.00	0.00	23,000.00
62382	03/05/2015	53983	CALIFORNIA ST OF -FRANCHISE TAX BOARD	400.00	0.00	400.00
62383	03/05/2015	53983	CALIFORNIA ST OF -FRANCHISE TAX BOARD	150.00	0.00	150.00
62384	03/05/2015	4270	CARROLL MEGAN J	825.00	0.00	825.00
62385	03/05/2015	4659	CASE ANYWHERE LLC	60.00	0.00	60.00
62386	03/05/2015	45894	CINTAS CORPORATION	117.48	0.00	117.48
62387	03/05/2015	4380	CAPITAL ONE NATIONAL ASSOCIATION	344.33	0.00	344.33
62388	03/05/2015	46620	CREATIVE BUS SALES	7,639.77	0.00	7,639.77
62389	03/05/2015	62407	CRN AM CAR WASH INC.	60.00	0.00	60.00
62390	03/05/2015	4641	DAO. THAO	270.40	0.00	270.40
62391	03/05/2015	4043	DIAMOND ENVIRONMENTAL SERVICES LP	392.70	0.00	392.70
62392	03/05/2015	4716	E C CONSTRUCTION CO	112,646.25	0.00	112,646.25
62393	03/05/2015	53706	F & A FEDERAL CREDIT UNION	5,323.50	0.00	5,323.50
62394	03/05/2015	3946	FERGUSON ENTERPRISES INC	1,732.01	0.00	1,732.01
62395	03/05/2015	59859	FLEET PRIDE	74.62	0.00	74.62
62396	03/05/2015	3188	GALLS LLC/OUARTEMASTER LLC	502.66	0.00	502.66
62397	03/05/2015	64215	GOLD COAST AWARDS INC	1,993.77	0.00	1,993.77
62398	03/05/2015	52540	GONSALVES JOE A & SON	4,482.00	0.00	4,482.00
62399	03/05/2015	33150	GRAINGER W W INC	14.39	0.00	14.39
62400	03/05/2015	61769	GRAUTEN. EVELYN R	579.15	0.00	579.15
62401	03/05/2015	4205	GRIFFITH AIR TOOL INC	93.26	0.00	93.26
62402	03/05/2015	38311	H & H NURSERY	31.88	0.00	31.88
62403	03/05/2015	62491	HANDS ON MAILING &	691.39	0.00	691.39
62404	03/05/2015	58838	HANSON AGGREGATES LLC A LEHIGH HANSON C	175.00	0.00	175.00
62405	03/05/2015	65575	HAP'S AUTO PARTS	55.03	0.00	55.03
62406	03/05/2015	35477	HARA M LAWNMOWER CENTER	127.51	0.00	127.51
62407	03/05/2015	42031	HOME DEPOT	877.58	0.00	877.58
62408	03/05/2015	41897	HOSE-MAN THE	57.73	0.00	57.73

CITY OF LAKEWOOD

SUMMARY CHECK REGISTER

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
62409	03/05/2015	36589	IMMEDIATE MEDICAL CARE	170.00	0.00	170.00
62410	03/05/2015	4622	JHM SUPPLY INC	11.90	0.00	11.90
62411	03/05/2015	4180	JONES RICHARD D. A PROF LAW CORP	2,986.50	0.00	2,986.50
62412	03/05/2015	2822	LAGERLOF SENEAL GOSNEY &	261.83	0.00	261.83
62413	03/05/2015	18300	LAKEWOOD CHAMBER OF COMMERCE	175.00	0.00	175.00
62414	03/05/2015	59671	WOODWARDS MICHAEL	75.00	0.00	75.00
62415	03/05/2015	18550	LAKEWOOD. CITY OF	96.81	0.00	96.81
62416	03/05/2015	18400	LAKEWOOD. CITY WATER DEPT	19,391.66	0.00	19,391.66
62417	03/05/2015	43017	LARSEN. DEBRA	111.47	0.00	111.47
62418	03/05/2015	44733	LIEBERT CASSIDY WHITMORE	1,254.55	0.00	1,254.55
62419	03/05/2015	34532	LITZINGER. PAUL	113.75	0.00	113.75
62420	03/05/2015	20300	LONG BEACH CITY GAS & WATER DEPT	97.37	0.00	97.37
62421	03/05/2015	41545	PACIFIC PREMIER RETAIL TRUST	100.00	0.00	100.00
62422	03/05/2015	4482	MALTY INTERNATIONAL GROUP INC	51.65	0.00	51.65
62423	03/05/2015	60839	MARKOPULOS. CYNTHIA	71.50	0.00	71.50
62424	03/05/2015	4446	MIDAMERICA ADMIN & RETIREMENT SOLUTIONS	378.00	0.00	378.00
62425	03/05/2015	57391	MINI COACH INC	4,200.00	0.00	4,200.00
62426	03/05/2015	3687	MOM'S CLUB OF LAKEWOOD	250.00	0.00	250.00
62427	03/05/2015	64333	MOSES-CALDERA. ISABEL	1,118.00	0.00	1,118.00
62428	03/05/2015	38271	N A T O A	680.00	0.00	680.00
62429	03/05/2015	4190	NATIONAL UNION FIRE INSURANCE CO	701.56	0.00	701.56
62430	03/05/2015	37430	NATL ARBOR DAY FOUNDATION	25.00	0.00	25.00
62431	03/05/2015	4360	NESS CINDY LOUISE	176.00	0.00	176.00
62432	03/05/2015	2546	NIFTY AFTER FIFTY	134.40	0.00	134.40
62433	03/05/2015	4443	O'REILLY AUTOMOTIVE STORES INC	380.58	6.97	373.61
62434	03/05/2015	47554	OFFICE DEPOT BUSINESS SVCS	840.00	0.00	840.00
62435	03/05/2015	4497	PACIFIC COACHWAYS CHARTER SERVICES INC	675.00	0.00	675.00
62436	03/05/2015	4720	PATRIOT ENVIRONMENTAL LABORATORY SERVIC	42.00	0.00	42.00
62437	03/05/2015	51171	PERS LONG TERM CARE PROGRAM	268.65	0.00	268.65
62438	03/05/2015	2174	PETTY CASH/LOVENEL REVELDEZ OR	1,194.25	0.00	1,194.25
62439	03/05/2015	1615	PFM ASSET MANAGEMENT LLC	3,064.11	0.00	3,064.11
62440	03/05/2015	36404	R H F INC.	65.00	0.00	65.00
62441	03/05/2015	39640	RAYVERN LIGHTING SUPPLY CO INC	602.75	0.00	602.75
62442	03/05/2015	42754	CERRITOS FORD INC	7.76	0.00	7.76
62443	03/05/2015	4333	REYES. MICHELLE	65.00	0.00	65.00
62444	03/05/2015	926	RICOH AMERICAS CORPORATION	1,034.68	0.00	1,034.68
62445	03/05/2015	56359	S Y NURSERY	977.40	0.00	977.40
62446	03/05/2015	65297	S.T.E.A.M.	17,439.59	0.00	17,439.59
62447	03/05/2015	41691	SAFETY-KLEEN CORP	3,708.66	0.00	3,708.66
62448	03/05/2015	28600	SIMS WELDING SUPPLY CO INC	18.09	0.00	18.09
62449	03/05/2015	64790	SKOLNIK STEVEN N	539.90	0.00	539.90
62450	03/05/2015	52279	SMART & FINAL INC	164.32	0.00	164.32
62451	03/05/2015	26900	SO CALIF SECURITY CENTERS INC	11.45	0.00	11.45
62452	03/05/2015	29400	SOUTHERN CALIFORNIA EDISON CO	3,205.18	0.00	3,205.18

CITY OF LAKEWOOD

SUMMARY CHECK REGISTER

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
62453	03/05/2015	1737	SOUTHERN COUNTIES LUBRICANTS	1,245.28	0.00	1,245.28
62454	03/05/2015	29800	SPARKLETTES	127.77	0.00	127.77
62455	03/05/2015	66215	SUPERIOR COURT OF CALIFORNIA	5,214.50	0.00	5,214.50
62456	03/05/2015	66215	SUPERIOR COURT OF CALIFORNIA	6,015.00	0.00	6,015.00
62457	03/05/2015	59212	TETRA TECH INC	12,143.50	0.00	12,143.50
62458	03/05/2015	2372	TGIS CATERING SVCS INC	14,522.09	0.00	14,522.09
62459	03/05/2015	4364	THE RINKS-LAKEWOOD ICE	186.55	0.00	186.55
62460	03/05/2015	52484	TREND OFFSET PRINTING SERVICES INC	5,453.86	0.00	5,453.86
62461	03/05/2015	60685	TURF STAR	922.44	0.00	922.44
62462	03/05/2015	31800	U S POSTMASTER	220.00	0.00	220.00
62463	03/05/2015	4216	U.S. DEPARTMENT OF HUD	125.00	0.00	125.00
62464	03/05/2015	1568	ULINE	98.20	0.00	98.20
62465	03/05/2015	35089	UNDERGROUND SERVICE ALERT	108.00	0.00	108.00
62466	03/05/2015	1436	USA MOBILITY WIRELESS INC	6.80	0.00	6.80
62467	03/05/2015	1682	VELOCITY AIR ENGINEERING INC	1,556.81	0.00	1,556.81
62468	03/05/2015	60430	VERIZON CALIFORNIA INC	1,587.14	0.00	1,587.14
62469	03/05/2015	57135	VISION SERVICE PLAN	4,275.39	0.00	4,275.39
62470	03/05/2015	61802	VMI. INC.	304.11	0.00	304.11
62471	03/05/2015	17640	WAXIE ENTERPRISES INC	297.77	0.00	297.77
62472	03/05/2015	41559	WEIGHT WATCHERS	125.86	0.00	125.86
62473	03/05/2015	62628	WELLS C. PIPELINE MATERIALS	1,768.46	0.00	1,768.46
62474	03/05/2015	3699	AUSTIN. NICOLE	100.00	0.00	100.00
62475	03/05/2015	3699	BINGHAM. D A & E Y	314.08	0.00	314.08
62476	03/05/2015	3699	BRASSELL. CATHY	40.00	0.00	40.00
62477	03/05/2015	3699	BROWN. SHARON	250.00	0.00	250.00
62478	03/05/2015	3699	BUCK. MARY H	99.70	0.00	99.70
62479	03/05/2015	3699	BURKS. SCOTT	250.00	0.00	250.00
62480	03/05/2015	3699	BURNS. BRIAN	205.00	0.00	205.00
62481	03/05/2015	3699	CLAYTER. JACKIE	94.00	0.00	94.00
62482	03/05/2015	3699	CONNER. MICHAEL	250.00	0.00	250.00
62483	03/05/2015	3699	COSTA. NICK	37.00	0.00	37.00
62484	03/05/2015	3699	FARMER'S INSURANCE	250.00	0.00	250.00
62485	03/05/2015	3699	FRANDSEN. LINDA	250.00	0.00	250.00
62486	03/05/2015	3699	GAMBOA. JOSEPHINE	250.00	0.00	250.00
62487	03/05/2015	3699	GOMES. MELISA	250.00	0.00	250.00
62488	03/05/2015	3699	GREATER LONG BEACH CHURCH	250.00	0.00	250.00
62489	03/05/2015	3699	GUTIERREZ-GERATHS. STEPHANY	250.00	0.00	250.00
62490	03/05/2015	3699	INES. BERNARD	250.00	0.00	250.00
62491	03/05/2015	3699	LAKEWOOD PACK 140-CUB SCOUTS	250.00	0.00	250.00
62492	03/05/2015	3699	MARSH. KATHY	250.00	0.00	250.00
62493	03/05/2015	3699	MARTINEZ. GUADALUPE	250.00	0.00	250.00
62494	03/05/2015	3699	MORALES. NADIA	240.00	0.00	240.00
62495	03/05/2015	3699	NOCON. VON	250.00	0.00	250.00
62496	03/05/2015	3699	PERRETANO. MONIOUE	88.00	0.00	88.00

CITY OF LAKEWOOD

SUMMARY CHECK REGISTER

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
62497	03/05/2015	3699	REESER, JENIECE	30.00	0.00	30.00
62498	03/05/2015	3699	SCHENK, WALTER	40.00	0.00	40.00
62499	03/05/2015	3699	SMALLING, CATHY	250.00	0.00	250.00
62500	03/05/2015	3699	TUCKER, KIM	250.00	0.00	250.00
62501	03/05/2015	3699	UEKUMA, TETSUYASU	1,700.00	0.00	1,700.00
62502	03/05/2015	3699	VIVINT SOLAR INC	223.80	0.00	223.80
62503	03/05/2015	3699	WARD, CRAIG	250.00	0.00	250.00
62504	03/05/2015	47854	TRUESDAIL LABORATORIES INC	1,298.00	0.00	1,298.00
62505	03/05/2015	66457	BRENNTAG PACIFIC INC	2,992.86	0.00	2,992.86
Totals:				<u>361,966.39</u>	<u>6.97</u>	<u>361,959.42</u>

**CITY OF LAKEWOOD
FUND SUMMARY 3/12/2015**

In accordance with section 2521 of the Lakewood Municipal Code there is presented herewith a summary of obligations to be paid by voucher 62506 through 62625. Each of the following demands has been audited by the Director of Administrative Services and approved by the City Manager.

1010	GENERAL FUND	83,530.65
1020	CABLE TV	3,104.73
1030	CDBG CURRENT YEAR	1,625.00
1050	COMMUNITY FACILITY	995.75
1070	RETIREE MEDICAL	217,635.00
3070	PROPOSITION "C"	114.68
5010	GRAPHICS AND COPY CENTER	677.80
5020	CENTRAL STORES	1,499.81
5030	FLEET MAINTENANCE	15,141.58
6020	GEOGRAPHIC INFORMATION SYSTEM	475.95
7000	WATER DEBT SERVICE FUND	460,559.38
7500	WATER UTILITY FUND	219,638.91
8000	BUS DEV REVOLVING LOAN PROG	4,000.00
		<hr/>
		1,008,999.24

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
62506	03/12/2015	4084	AIR CONTROL SYSTEMS INC	456.50	0.00	456.50
62507	03/12/2015	2701	AIRE RITE A/C & REFRIGERATION INC	277.00	0.00	277.00
62508	03/12/2015	36885	SPECIALTY ALLIED MUFFLER OF BELLFLOWER IN	251.65	0.00	251.65
62509	03/12/2015	47151	ALTEC INDUSTRIES INC	179.39	0.00	179.39
62510	03/12/2015	4589	AMERICAN METAL CRAFT	3,300.00	0.00	3,300.00
62511	03/12/2015	4724	ARC DOCUMENT SOLUTIONS. LLC	31.08	0.00	31.08
62512	03/12/2015	64282	BELTRAN. PAOLO	94.24	0.00	94.24
62513	03/12/2015	4800	BISHOP COMPANY	278.10	0.00	278.10
62514	03/12/2015	51331	CERRITOS POOL SUPPLY	8.94	0.00	8.94
62515	03/12/2015	45894	CINTAS CORPORATION	62.56	0.00	62.56
62516	03/12/2015	53451	COMMUNITY FAMILY GUIDANCE CTR	750.00	0.00	750.00
62517	03/12/2015	47801	CONSTRUCTION SPECIALTIES INC	322.76	0.00	322.76
62518	03/12/2015	4380	CAPITAL ONE NATIONAL ASSOCIATION	303.88	0.00	303.88
62519	03/12/2015	2548	DAY. KATHY	218.40	0.00	218.40
62520	03/12/2015	63991	DELL SERVICE SALES	1,605.33	0.00	1,605.33
62521	03/12/2015	4498	DELTA DENTAL INSURANCE COMPANY	1,491.89	0.00	1,491.89
62522	03/12/2015	56889	DELTA DENTAL OF CALIFORNIA	7,973.80	0.00	7,973.80
62523	03/12/2015	4660	ZW USA INC.	170.04	0.00	170.04
62524	03/12/2015	63519	FLUE STEAM INC	24.00	0.00	24.00
62525	03/12/2015	4289	FRAZIER. ROBERT C	65.00	0.00	65.00
62526	03/12/2015	3188	GALLS LLC/OUARTERMASTER LLC	2,334.40	0.00	2,334.40
62527	03/12/2015	1839	GIRASOL NURSERY INC	88.00	0.00	88.00
62528	03/12/2015	64215	GOLD COAST AWARDS INC	232.28	0.00	232.28
62529	03/12/2015	65575	HAP'S AUTO PARTS	162.61	0.00	162.61
62530	03/12/2015	35477	HARA M LAWNMOWER CENTER	216.91	0.00	216.91
62531	03/12/2015	61288	HASCO OIL COMPANY INC	513.20	0.00	513.20
62532	03/12/2015	42031	HOME DEPOT	1,207.61	0.00	1,207.61
62533	03/12/2015	66412	KWIK-COVERS	646.05	0.00	646.05
62534	03/12/2015	18300	LAKEWOOD CHAMBER OF COMMERCE	35.00	0.00	35.00
62535	03/12/2015	53311	LAKEWOOD MEALS ON WHEELS	875.00	0.00	875.00
62536	03/12/2015	20780	LONG BEACH UNIFIED SCHOOL DIST	8,507.41	0.00	8,507.41
62537	03/12/2015	3564	LONG BEACH . CITY OF. WATER DEPARTMENT	754.07	0.00	754.07
62538	03/12/2015	271	LOS ANGELES CO DEPT OF HEALTH SVCS	260.00	0.00	260.00
62539	03/12/2015	36844	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS	13,678.97	0.00	13,678.97
62540	03/12/2015	4409	MALLORY SAFETY AND SUPPLY LLC	220.45	0.00	220.45
62541	03/12/2015	58414	MANAGED HEALTH NETWORK	419.90	0.00	419.90
62542	03/12/2015	4410	MARK ANDY INC	152.89	0.00	152.89
62543	03/12/2015	62080	MARKLEY. ELIZABETH	78.00	0.00	78.00
62544	03/12/2015	60839	MARKOPULOS. CYNTHIA	35.75	0.00	35.75
62545	03/12/2015	4224	MATT-CHLOR INC	909.31	0.00	909.31
62546	03/12/2015	65773	MAYFLOWER DISTRIBUTING COMPANY	258.46	0.00	258.46
62547	03/12/2015	66339	MC ENROE. BARBARA	312.00	0.00	312.00
62548	03/12/2015	332	MERRIMAC PETROLEUM INC	13,224.56	0.00	13,224.56
62549	03/12/2015	46696	MEYER & ASSOCIATES	13,939.75	0.00	13,939.75

CITY OF LAKEWOOD

SUMMARY CHECK REGISTER

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
62550	03/12/2015	4443	O'REILLY AUTOMOTIVE STORES INC	176.74	7.59	169.15
62551	03/12/2015	47554	OFFICE DEPOT BUSINESS SVCS	208.23	0.00	208.23
62552	03/12/2015	4576	FRANKLIN-DOUGLAS. INC.	1,250.00	0.00	1,250.00
62553	03/12/2015	4587	OSCAR'S ELECTRIC INC.	1,729.97	0.00	1,729.97
62554	03/12/2015	450	PACIFIC EH & S SERVICES INC	1,728.00	0.00	1,728.00
62555	03/12/2015	3888	RP AUTOMOTIVE UAG CERRITOS 1 LLC	116.44	0.00	116.44
62556	03/12/2015	66116	PETERSEN. LOUISE	187.20	0.00	187.20
62557	03/12/2015	63710	PIXELPUSHERS INC	1,265.00	0.00	1,265.00
62558	03/12/2015	1199	PREFERRED AERIAL & CRANE TECHNOLOGY INC	680.00	0.00	680.00
62559	03/12/2015	15600	LONG BEACH PUBLISHING CO	50.00	0.00	50.00
62560	03/12/2015	57761	PRIORITY MAILING SYSTEMS INC	373.82	0.00	373.82
62561	03/12/2015	4647	PUN & MCGEADY LLP	4,000.00	0.00	4,000.00
62562	03/12/2015	44701	RAPP. LISA	425.07	0.00	425.07
62563	03/12/2015	4459	READWRITE EDUCATIONAL SOLUTIONS INC	102.70	0.00	102.70
62564	03/12/2015	42754	CERRITOS FORD INC	21.93	0.00	21.93
62565	03/12/2015	63364	REEVES NORM HONDA	17.17	0.00	17.17
62566	03/12/2015	4376	REPTACULAR ANIMALS CORPORATION	219.50	0.00	219.50
62567	03/12/2015	45437	S & J SUPPLY CO	171.61	0.00	171.61
62568	03/12/2015	1841	SAFETY DRIVER'S ED. LLC	29.25	0.00	29.25
62569	03/12/2015	3153	SECTRAN SECURITY INC	116.60	0.00	116.60
62570	03/12/2015	52279	SMART & FINAL INC	45.18	0.00	45.18
62571	03/12/2015	26900	SO CALIF SECURITY CENTERS INC	7.36	0.00	7.36
62572	03/12/2015	61543	COMPUTER & PERIPHERALS GROUP	475.95	0.00	475.95
62573	03/12/2015	4177	SOUTHERN CALIF ACADEMY OF MUSIC. INC	650.00	0.00	650.00
62574	03/12/2015	29400	SOUTHERN CALIFORNIA EDISON CO	1,710.93	0.00	1,710.93
62575	03/12/2015	4026	SPASEFF TED C	400.00	0.00	400.00
62576	03/12/2015	49529	SPICERS PAPER INC	529.77	4.86	524.91
62577	03/12/2015	59693	SPRINT SPECTRUM LP	2,647.87	0.00	2,647.87
62578	03/12/2015	37930	STANDARD INSURANCE CO UNIT 22	1,901.20	0.00	1,901.20
62579	03/12/2015	37930	STANDARD INSURANCE CO UNIT 22	9,269.93	0.00	9,269.93
62580	03/12/2015	64602	STAPLES CONTRACT & COMMERCIAL INC	995.75	0.00	995.75
62581	03/12/2015	65100	STOWERS. LEWIS	80.00	0.00	80.00
62582	03/12/2015	4364	THE RINKS-LAKEWOOD ICE	213.20	0.00	213.20
62583	03/12/2015	528	TIME WARNER CABLE	4,171.97	0.00	4,171.97
62584	03/12/2015	65224	TUMBLE-N-KIDS. INC	1,300.00	0.00	1,300.00
62585	03/12/2015	60685	TURF STAR	39.21	0.00	39.21
62586	03/12/2015	4356	U S BANK PARS ACCT #6746022500	207,360.00	0.00	207,360.00
62587	03/12/2015	4356	U S BANK PARS ACCT #6746022500	10,275.00	0.00	10,275.00
62588	03/12/2015	57258	U S BANK TRUST N.A.	460,559.38	0.00	460,559.38
62589	03/12/2015	1682	VELOCITY AIR ENGINEERING INC	1,571.60	0.00	1,571.60
62590	03/12/2015	7400	WATER REPLENISHMENT DISTRICT OF	196,730.76	0.00	196,730.76
62591	03/12/2015	17640	WAXIE ENTERPRISES INC	1,056.77	0.00	1,056.77
62592	03/12/2015	62628	WELLS C. PIPELINE MATERIALS	1,305.30	0.00	1,305.30
62593	03/12/2015	50172	PRIMUS INC	142.30	0.00	142.30

CITY OF LAKEWOOD

SUMMARY CHECK REGISTER

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
62594	03/12/2015	50058	WHITE HOUSE FLORIST INC	658.36	0.00	658.36
62595	03/12/2015	3699	BRASHER. CAMESHA	133.00	0.00	133.00
62596	03/12/2015	3699	CORBETT. MICHELLE	250.00	0.00	250.00
62597	03/12/2015	3699	COSIO. LYDIA	250.00	0.00	250.00
62598	03/12/2015	3699	DAVIS. CHRIS	240.00	0.00	240.00
62599	03/12/2015	3699	DIVA. ERIN	65.00	0.00	65.00
62600	03/12/2015	3699	DOON-SAMANIEGO. HEIDI-LYNN	250.00	0.00	250.00
62601	03/12/2015	3699	EDWARD JONES INVESTMENTS	250.00	0.00	250.00
62602	03/12/2015	3699	FLORES. MARIELA	250.00	0.00	250.00
62603	03/12/2015	3699	HAMMER. JASON	435.00	0.00	435.00
62604	03/12/2015	3699	HERNANDEZ. JED	240.00	0.00	240.00
62605	03/12/2015	3699	JAMES. LAVISHA	250.00	0.00	250.00
62606	03/12/2015	3699	JOHNSON. KEIAUNA	250.00	0.00	250.00
62607	03/12/2015	3699	MANCIA. ROSELIA	250.00	0.00	250.00
62608	03/12/2015	3699	MARIANO. KRISSELLE	250.00	0.00	250.00
62609	03/12/2015	3699	MC CARTY. PEGGIE	170.00	0.00	170.00
62610	03/12/2015	3699	MERANCIO. LUCINA	240.00	0.00	240.00
62611	03/12/2015	3699	MORENO. ERIKA	250.00	0.00	250.00
62612	03/12/2015	3699	NEWON. JANET	32.00	0.00	32.00
62613	03/12/2015	3699	PRITCHARD. KATHLEEN	250.00	0.00	250.00
62614	03/12/2015	3699	SANDOVAL. LEDA	250.00	0.00	250.00
62615	03/12/2015	3699	SANTOS. DENNIS	250.00	0.00	250.00
62616	03/12/2015	3699	SAZON. MAUREEN	405.00	0.00	405.00
62617	03/12/2015	3699	THOMAS. TEILONI	250.00	0.00	250.00
62618	03/12/2015	3699	VARGAS. ANGELICA	250.00	0.00	250.00
62619	03/12/2015	3699	VASOUEZ. RHODA	199.00	0.00	199.00
62620	03/12/2015	3699	VERON. JONAS	355.00	0.00	355.00
62621	03/12/2015	3699	WILLIAMSON. RAFAEL	250.00	0.00	250.00
62622	03/12/2015	47854	TRUESDAIL LABORATORIES INC	445.00	0.00	445.00
62623	03/12/2015	65712	IDMODELING INC	1,625.00	0.00	1,625.00
62624	03/12/2015	66457	BRENNTAG PACIFIC INC	6,458.53	0.00	6,458.53
62625	03/12/2015	21050	LOS ANGELES CO CLERK	75.00	0.00	75.00
Totals:				<u>1,009,011.69</u>	<u>12.45</u>	<u>1,008,999.24</u>

**CITY OF LAKEWOOD
FUND SUMMARY 3/19/2015**

In accordance with section 2521 of the Lakewood Municipal Code there is presented herewith a summary of obligations to be paid by voucher 62626 through 62763. Each of the following demands has been audited by the Director of Administrative Services and approved by the City Manager.

1010	GENERAL FUND	333,567.41
1020	CABLE TV	637.42
1030	CDBG CURRENT YEAR	9,060.00
1050	COMMUNITY FACILITY	13,506.04
1710	PROPOSITION "A" RECREATION	1,841.66
3000	AIR QUALITY IMPROVEMENT	7,639.77
3070	PROPOSITION "C"	552.97
5010	GRAPHICS AND COPY CENTER	3,006.88
5020	CENTRAL STORES	1,034.24
5030	FLEET MAINTENANCE	8,395.58
7000	WATER DEBT SERVICE FUND	283,488.24
7500	WATER UTILITY FUND	36,429.05
8030	TRUST DEPOSIT	200.00
		<hr/>
		699,359.26

CITY OF LAKEWOOD

SUMMARY CHECK REGISTER

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
62626	03/19/2015	60195	CR TRANSFER INC	4,384.80	0.00	4,384.80
62627	03/19/2015	61282	TRUGREEN LANDCARE GENERAL PARTNERSHIP	7,184.28	0.00	7,184.28
62628	03/19/2015	66457	BRENNTAG PACIFIC INC	696.88	0.00	696.88
62629	03/19/2015	4260	SBC GLOBAL SERVICES INC	172.59	0.00	172.59
62630	03/19/2015	48210	AIRFLITE INC	3,682.36	0.00	3,682.36
62631	03/19/2015	4684	AMAZON.COM LLC	959.79	0.00	959.79
62632	03/19/2015	4604	BARNETT. KEVIN	253.50	0.00	253.50
62633	03/19/2015	4721	BELL EVENT SERVICES INC	2,100.00	0.00	2,100.00
62634	03/19/2015	4396	BENTLEY PRINCE STREET INC	5,028.84	0.00	5,028.84
62635	03/19/2015	48108	BERG. APRIL	164.45	0.00	164.45
62636	03/19/2015	4236	MANHATTAN STITCHING CO INC	453.60	0.00	453.60
62637	03/19/2015	1484	CALDERONE. SAMUEL	225.00	0.00	225.00
62638	03/19/2015	307	CALIF. STATE DISBURSEMENT UNIT	442.60	0.00	442.60
62639	03/19/2015	53983	CALIFORNIA ST OF -FRANCHISE TAX BOARD	421.76	0.00	421.76
62640	03/19/2015	62164	CARD INTEGRATORS CORP	97.20	0.00	97.20
62641	03/19/2015	3864	CBM SERVICES INC	2,020.00	0.00	2,020.00
62642	03/19/2015	7500	CENTRAL BASIN MUNICIPAL WATER	2,070.00	0.00	2,070.00
62643	03/19/2015	51331	CERRITOS POOL SUPPLY	8.94	0.00	8.94
62644	03/19/2015	43135	CERRITOS. CITY OF - WATER DIVISION	10,202.40	0.00	10,202.40
62645	03/19/2015	45894	CINTAS CORPORATION	54.92	0.00	54.92
62646	03/19/2015	2621	CONNEY SAFETY PRODUCTS LLC	126.71	0.00	126.71
62647	03/19/2015	59057	COST RECOVERY SYSTEMS INC	9,000.00	0.00	9,000.00
62648	03/19/2015	4380	CAPITAL ONE NATIONAL ASSOCIATION	985.78	0.00	985.78
62649	03/19/2015	46620	CREATIVE BUS SALES	31.65	0.00	31.65
62650	03/19/2015	46620	CREATIVE BUS SALES	7,639.77	0.00	7,639.77
62651	03/19/2015	62407	CRN AM CAR WASH INC.	78.00	0.00	78.00
62652	03/19/2015	57602	DATA OUIK INFORMATION SYSTEMS INC	170.00	0.00	170.00
62653	03/19/2015	57945	DELL MARKETING LP	635.35	0.00	635.35
62654	03/19/2015	4578	PHILLIPS. PEGGY	3,500.00	0.00	3,500.00
62655	03/19/2015	60797	DUTHIE POWER SERVICES INC	4,250.00	0.00	4,250.00
62656	03/19/2015	58284	EMAMI. CYNTHIA	549.25	0.00	549.25
62657	03/19/2015	4411	EPOWER NETWORK INC	4,018.36	0.00	4,018.36
62658	03/19/2015	53706	F & A FEDERAL CREDIT UNION	5,323.50	0.00	5,323.50
62659	03/19/2015	52316	FEDERAL EXPRESS CORP	111.04	0.00	111.04
62660	03/19/2015	64415	FULLER. LAURA	19.50	0.00	19.50
62661	03/19/2015	64064	FLIGHT SUITS	464.65	0.00	464.65
62662	03/19/2015	34845	GLASBY MAINTENANCE SUPPLY CO	130.06	0.00	130.06
62663	03/19/2015	65779	GOLDEN STATE WATER COMPANY	4,234.41	0.00	4,234.41
62664	03/19/2015	61769	GRAUTEN. EVELYN R	468.00	0.00	468.00
62665	03/19/2015	4483	GREENFIX AMERICA. LLC	977.46	0.00	977.46
62666	03/19/2015	62491	HANDS ON MAILING &	210.21	0.00	210.21
62667	03/19/2015	65575	HAP'S AUTO PARTS	274.05	0.00	274.05
62668	03/19/2015	35477	HARA M LAWNMOWER CENTER	97.01	0.00	97.01
62669	03/19/2015	42031	HOME DEPOT	1,531.52	0.00	1,531.52

CITY OF LAKEWOOD

SUMMARY CHECK REGISTER

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
62670	03/19/2015	65891	HUMAN SERVICES ASSOCIATION	375.00	0.00	375.00
62671	03/19/2015	4461	TEXTRON INC	122.48	0.00	122.48
62672	03/19/2015	4622	JHM SUPPLY INC	83.45	0.00	83.45
62673	03/19/2015	4180	JONES RICHARD D. A PROF LAW CORP	1,356.97	0.00	1,356.97
62674	03/19/2015	63573	KDC INC	460.00	0.00	460.00
62675	03/19/2015	2956	KICK IT UP KIDZ. LLC	245.05	0.00	245.05
62676	03/19/2015	54365	KNORR SYSTEMS INC	282.62	0.00	282.62
62677	03/19/2015	2822	LAGERLOF SENEAL GOSNEY &	276.94	0.00	276.94
62678	03/19/2015	18300	LAKEWOOD CHAMBER OF COMMERCE	385.00	0.00	385.00
62679	03/19/2015	55469	LAKEWOOD CITY EMPLOYEE ASSOCIATION	2,060.00	0.00	2,060.00
62680	03/19/2015	18550	LAKEWOOD. CITY OF	100.00	0.00	100.00
62681	03/19/2015	18400	LAKEWOOD. CITY WATER DEPT	24,154.66	0.00	24,154.66
62682	03/19/2015	44733	LIEBERT CASSIDY WHITMORE	840.00	0.00	840.00
62683	03/19/2015	2409	LIFTECH ELEVATOR SERVICES INC	1,714.00	0.00	1,714.00
62684	03/19/2015	62156	LOS ANGELES CO SANITATION DISTRICTS	477.18	0.00	477.18
62685	03/19/2015	45069	LOS ANGELES CO/DEPT PW BLDG SVCS	60,083.29	0.00	60,083.29
62686	03/19/2015	46658	MARTUCCI. CHUCK	156.00	0.00	156.00
62687	03/19/2015	64241	MAYNOR DONALD H.	1,250.00	0.00	1,250.00
62688	03/19/2015	4625	MERCHANT'S BUILDING MAINTENANCE LLC	12,869.00	0.00	12,869.00
62689	03/19/2015	46696	MEYER & ASSOCIATES	8,171.25	0.00	8,171.25
62690	03/19/2015	52588	MILLER DON & SONS	1,532.44	28.12	1,504.32
62691	03/19/2015	615	MUNI SERVICES LLC	2,628.88	0.00	2,628.88
62692	03/19/2015	61672	MUSCULAR DYSTROPHY ASSOC INC	20.00	0.00	20.00
62693	03/19/2015	74708	NATIONAL BASEBALL CONGRESS	344.35	0.00	344.35
62694	03/19/2015	4443	O'REILLY AUTOMOTIVE STORES INC	482.91	8.86	474.05
62695	03/19/2015	34536	OCOBOC. DEBRA	263.90	0.00	263.90
62696	03/19/2015	47554	OFFICE DEPOT BUSINESS SVCS	411.78	0.00	411.78
62697	03/19/2015	63708	DY-JO CORPORATION	1,375.00	0.00	1,375.00
62698	03/19/2015	65659	PHASE II SYSTEMS INC	4,012.59	0.00	4,012.59
62699	03/19/2015	50512	PATHWAYS VOLUNTEER HOSPICE	750.00	0.00	750.00
62700	03/19/2015	4719	JOYCE LOU. INC.	840.22	0.00	840.22
62701	03/19/2015	51171	PERS LONG TERM CARE PROGRAM	268.65	0.00	268.65
62702	03/19/2015	64796	OUARTO. ROBERT	433.55	0.00	433.55
62703	03/19/2015	39640	RAYVERN LIGHTING SUPPLY CO INC	552.90	0.00	552.90
62704	03/19/2015	4459	READWRITE EDUCATIONAL SOLUTIONS INC	342.55	0.00	342.55
62705	03/19/2015	45437	S & J SUPPLY CO	339.95	0.00	339.95
62706	03/19/2015	4309	SAFESHRED	25.00	0.00	25.00
62707	03/19/2015	47141	STEARNS CONRAD & SCHMIDT CONSULTING ENGI	172.50	0.00	172.50
62708	03/19/2015	52279	SMART & FINAL INC	63.37	0.00	63.37
62709	03/19/2015	26900	SO CALIF SECURITY CENTERS INC	47.86	0.00	47.86
62710	03/19/2015	4357	SONSRAY MACHINERY LLC	13.96	0.00	13.96
62711	03/19/2015	29400	SOUTHERN CALIFORNIA EDISON CO	89,411.76	0.00	89,411.76
62712	03/19/2015	29500	SOUTHERN CALIFORNIA GAS CO	696.04	0.00	696.04
62713	03/19/2015	50299	SPENCER. GORDON	400.00	0.00	400.00

CITY OF LAKEWOOD

SUMMARY CHECK REGISTER

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
62714	03/19/2015	44104	STATE WATER RESOURCES CONTROL BOARD	120.00	0.00	120.00
62715	03/19/2015	66215	SUPERIOR COURT OF CALIFORNIA	5,998.00	0.00	5,998.00
62716	03/19/2015	66215	SUPERIOR COURT OF CALIFORNIA	7,515.00	0.00	7,515.00
62717	03/19/2015	4620	SUSTAINABLE SOLUTIONS GROUP	99.83	0.00	99.83
62718	03/19/2015	2732	TANNEN. MITCH	488.80	0.00	488.80
62719	03/19/2015	1676	U S TELEPACIFIC CORP	433.90	0.00	433.90
62720	03/19/2015	59212	TETRA TECH INC	17,102.85	0.00	17,102.85
62721	03/19/2015	2372	TGIS CATERING SVCS INC	840.00	0.00	840.00
62722	03/19/2015	65737	U S BANK NATIONAL ASSOCIATION	3,006.88	0.00	3,006.88
62723	03/19/2015	65224	TUMBLE-N-KIDS. INC	1,982.50	0.00	1,982.50
62724	03/19/2015	60685	TURF STAR	987.80	0.00	987.80
62725	03/19/2015	66245	TYLER TECHNOLOGIES MUNIS DIVISION	482.14	0.00	482.14
62726	03/19/2015	57989	U S BANK	283,488.24	0.00	283,488.24
62727	03/19/2015	1437	U S BANK NATIONAL ASSOCIATION	18,702.52	0.00	18,702.52
62728	03/19/2015	4216	U.S. DEPARTMENT OF HUD	125.00	0.00	125.00
62729	03/19/2015	53760	UNITED WAY OF GREATER LOS ANGELE	45.00	0.00	45.00
62730	03/19/2015	519	UNIVAR USA	876.35	0.00	876.35
62731	03/19/2015	1682	VELOCITY AIR ENGINEERING INC	1,075.24	0.00	1,075.24
62732	03/19/2015	33200	WALTERS WHOLESALE ELECTRIC CO	365.79	6.63	359.16
62733	03/19/2015	36166	WEGENER. KATHY	1,386.45	0.00	1,386.45
62734	03/19/2015	40925	WEST COAST ARBORISTS INC	41,038.65	0.00	41,038.65
62735	03/19/2015	37745	WESTERN EXTERMINATOR CO	219.50	0.00	219.50
62736	03/19/2015	50058	WHITE HOUSE FLORIST INC	1,262.22	0.00	1,262.22
62737	03/19/2015	3699	BASCON. GISELA	250.00	0.00	250.00
62738	03/19/2015	3699	BNB FINANCIAL	32.33	0.00	32.33
62739	03/19/2015	3699	CABACUNGAN. KEVIN	170.00	0.00	170.00
62740	03/19/2015	3699	CABRERA. ANTOINETTE	250.00	0.00	250.00
62741	03/19/2015	3699	CORNEJO. LESLIE	250.00	0.00	250.00
62742	03/19/2015	3699	DAMROW. DONNA	100.00	0.00	100.00
62743	03/19/2015	3699	ESCOBAR. OMAIRA	250.00	0.00	250.00
62744	03/19/2015	3699	GUMBS. MARLENE	94.00	0.00	94.00
62745	03/19/2015	3699	HOLDREN. SAMANTHA	250.00	0.00	250.00
62746	03/19/2015	3699	LAKEWOOD GIRL SCOUTS SERVICE UNIT	250.00	0.00	250.00
62747	03/19/2015	3699	LOCKWOOD. DEBORAH	66.00	0.00	66.00
62748	03/19/2015	3699	MARSH. LAURA	250.00	0.00	250.00
62749	03/19/2015	3699	MC KINNEY. LENIOR	240.00	0.00	240.00
62750	03/19/2015	3699	MICHAELS. ZADE	79.00	0.00	79.00
62751	03/19/2015	3699	MORALES. RONNETTE	250.00	0.00	250.00
62752	03/19/2015	3699	NARTEA. JOSE	250.00	0.00	250.00
62753	03/19/2015	3699	NEWMAN. TAMARA	250.00	0.00	250.00
62754	03/19/2015	3699	PAANO. SAM	30.00	0.00	30.00
62755	03/19/2015	3699	PHILLIPS. SHYRA	250.00	0.00	250.00
62756	03/19/2015	3699	PICHARDO. ROBERT	250.00	0.00	250.00
62757	03/19/2015	3699	RAYOS DEL SOL. ELAINE	250.00	0.00	250.00

**CITY OF LAKEWOOD
SUMMARY CHECK REGISTER**

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
62758	03/19/2015	3699	REYES. GIOVANNI	250.00	0.00	250.00
62759	03/19/2015	3699	RIVAS. MANUEL J	71.64	0.00	71.64
62760	03/19/2015	3699	RUBIO. JOE	160.00	0.00	160.00
62761	03/19/2015	3699	VILLA-MARQUEZ. MARIA	470.00	0.00	470.00
62762	03/19/2015	3699	VU. NAM HOANG	325.00	0.00	325.00
62763	03/19/2015	3699	WILSON. MARTHA	79.00	0.00	79.00
Totals:				<u>699,402.87</u>	<u>43.61</u>	<u>699,359.26</u>

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

COUNCIL AGENDA

March 24, 2015

TO: The Honorable Mayor and City Council**SUBJECT:** Monthly Report of Investment Transactions**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>
02-02-2015	\$ 1,903,641.23	TREAS	Sell
02-02-2015	\$ 1,894,093.25	TREAS	Purchase
02-03-2015	\$ 897,475.08	TREAS	Sell
02-03-2015	\$ 897,255.00	CORP	Purchase
02-06-2015	\$ 557,442.18	FHLMC	Sell
02-06-2015	\$ 145,632.82	FHLMC	Sell
02-06-2015	\$ 694,245.13	TREAS	Purchase
02-11-2015	\$ 550,553.88	TREAS	Sell
02-13-2015	\$ 550,000.00	CD	Purchase
02-15-2015	\$ 2,327.50	CORP	Interest 0.95%
02-18-2015	\$ 2,441.32	CORP	Interest 1.25%
02-19-2015	\$ 450,000.00	LAIF	Withdrawal
02-22-2015	\$ 3,206.25	CORP	Interest 0.95%
02-26-2015	\$ 4,500.00	CORP	Interest 1.125%
02-26-2015	\$ 997.50	CORP	Interest 0.7%
02-26-2015	\$ 1,676,928.38	TREAS	Sell
02-26-2015	\$ 125,265.75	MUNI	Sell
02-26-2015	\$ 200,367.00	CORP	Sell
02-26-2015	\$ 612,294.62	FHLMC	Sell
02-27-2015	\$ 2,634,795.72	TREAS	Purchase
02-28-2015	\$ 2,425.00	TREAS	Interest 1%
02-28-2015	\$ 2.10	CAMP	Interest 0.06%
02-28-2015	\$ 32.51	CAMP	Interest 0.06%

STAFF RECOMMENDATION

It is recommended that the City Council receive and file the Monthly Report of Investment Transactions rendered for the month of February 2015.


Diane Perkin
Director of Administrative Services

Howard L. Chambers
City Manager



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

COUNCIL AGENDA

March 24, 2015

TO: The Honorable Mayor and City Council

SUBJECT: Program Supplement to Master Agreement with State for Federal Aid Projects for Del Amo Paving

INTRODUCTION

The City proposes to use allocated federal MAP-21 funds for pavement rehabilitation of Del Amo Boulevard between Clark and Downey Avenues. A Program Supplement to the Master Agreement for Federal Funded Projects must be executed by the State (Caltrans) and the City for the City to receive Federal funds.

STATEMENT OF FACT

The City has \$856,000 of federal funds allocated to use for pavement rehabilitation. The subject agreement is the mechanism for obtaining the funds on a reimbursable basis.

The funds will be used later this year for a project to repave Del Amo Boulevard between Clark and Downey Avenues.


An existing Master Agreement for Federal Funded Projects between the State and the City defines the general terms and conditions which must be met to receive federal funds. A Program Supplemental Agreement which amends the Master Agreement to describe the phases, costs and special conditions must be entered into for each specific project. The Master Agreement has no force or effect with respect to any project until a Program Supplement has been executed by both the State and City.

In the Master Agreement, the City agrees to comply with all laws, regulations, policies and procedures relative to the design, right of way acquisition, construction and maintenance of the completed facility. The Program Supplement to the Master Agreement formalizes the financial responsibilities and provisions for a specific project. It identifies the reimbursable phases of work in addition to the types and amounts of state or local funds used to finance the locally sponsored project. It is the contractual basis for the State to pay the City for work done.

RECOMMENDATION

That the City Council adopt a resolution approving Program Supplement Agreement Number N009 to the Master Agreement and authorizing the Mayor to execute said agreement.

Lisa Ann Rapp 
Director of Public Works

Howard L. Chambers 
City Manager

RESOLUTION NO. 2015-3

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAKEWOOD ADOPTING PROGRAM SUPPLEMENT
NUMBER N009 TO MASTER AGREEMENT NUMBER 07-
5315R AND AUTHORIZING THE MAYOR TO EXECUTE
SAID AGREEMENT

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

WHEREAS, the State of California has set aside federal funds to be made available to the City on a reimbursable basis for use on specified pavement rehabilitation projects; and

WHEREAS, the City is required to execute a Program Supplement to the Master Agreement which formalizes the financial responsibilities and provisions for a specific Federal funded project and is the contractual basis for the State to reimburse the City for work done.

Now, THEREFORE, the City Council of the City of Lakewood does resolve as follows:

SECTION 1. The City Council does hereby adopt Program Supplement Number N009 to Master Agreement Number 07-5315R; and

SECTION 2. The City Council does hereby authorize the Mayor to execute Program Supplement Number N009 to Master Agreement Number 07-5315R.

ADOPTED AND APPROVED this 24th day of March, 2015.

Mayor

ATTEST:

City Clerk

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

COUNCIL AGENDA

March 24, 2015

TO: The Honorable Mayor and City Council

SUBJECT: Community Safety Commission Recommendation – Disabled Person Parking

INTRODUCTION

The Community Safety Commission met on March 2, 2015, to consider various community safety matters that included the consideration of requests for disabled person parking at 11402 212th Street and 4528 Dunrobin Avenue.

STATEMENT OF FACT


The first request for disabled person parking was received from the resident of 11402 212th Street stating that she lives with her daughter and son-in-law; therefore she has limited access to parking in the driveway. The front entrance of the house is equipped with a walkway ramp, the Disabled Person parking space will be near this ramp. Staff verified the placard for this address and observed the location to find that street parking is generally not available nearby.

The second request is from the resident at 4528 Dunrobin. The requestor states that she and her husband, father, and mother reside at this address and the latter three each have disabled person placards. Staff verified the placard for this address and a site visit showed that the narrow driveway can cause difficulties in accessing a vehicle. The proximity to Lakewood High School also makes parking seldom available; not only during school hours, but many evenings and weekends due to school activities.

RECOMMENDATION

The Community Safety Commission recommends that the City Council adopt the attached resolutions authorizing installation of disabled person designated parking at 11402 212th Street and 4528 Dunrobin Avenue.

Lisa Ann Rapp 
Director of Public Works

Howard L. Chambers 
City Manager

RESOLUTION NO. 2015-4

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAKEWOOD ESTABLISHING DISABLED PERSON
DESIGNATED PARKING ON THE SOUTH SIDE OF 212TH
STREET WITHIN THE CITY OF LAKEWOOD

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

SECTION 1. This Resolution is enacted pursuant to Section 21458 and 22507 of the Vehicle Code of the State of California, and Section 3250.2 of the Lakewood Municipal Code.

SECTION 2. Disabled person designated parking is hereby established on the south side of 212th Street, beginning three hundred sixty (360) feet east of the easterly curb line of Longworth Avenue, continuing easterly for a distance of twenty (20) feet within the City of Lakewood. No vehicle shall stop, stand or park in said parking restriction unless displaying a special identification license plate or placard issued by the Department of Motor Vehicles pursuant to Section 22511.55 of the California Vehicle Code.

SECTION 3. This resolution shall be effective as long as said restriction is painted and posted in accordance with the requirements of Vehicle Code Section 22511.7 of the California Vehicle Code. In addition, this resolution shall be in effect only as long as Joy Strahan, a physically disabled person, occupies the house at 11402 212th Street.

SECTION 4. This resolution has been adopted pursuant to a Community Safety Commission recommendation.

ADOPTED AND APPROVED this 24th day of March, 2015.

Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2015-5

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAKEWOOD ESTABLISHING DISABLED PERSON
DESIGNATED PARKING ON THE EAST SIDE OF DUNROBIN
STREET WITHIN THE CITY OF LAKEWOOD

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

SECTION 1. This Resolution is enacted pursuant to Section 21458 and 22507 of the Vehicle Code of the State of California, and Section 3250.2 of the Lakewood Municipal Code.

SECTION 2. Disabled person designated parking is hereby established on the east side of Dunrobin Street, beginning two hundred seventy five (275) feet north of the northern curb line of Centralia Avenue, continuing northerly for a distance of (20) feet within the City of Lakewood. No vehicle shall stop, stand or park in said parking restriction unless displaying a special identification license plate or placard issued by the Department of Motor Vehicles pursuant to Section 22511.55 of the California Vehicle Code.

SECTION 3. This resolution shall be effective as long as said restriction is painted and posted in accordance with the requirements of Vehicle Code Section 22511.7 of the California Vehicle Code. In addition, this resolution shall be in effect only as long as Lawana Dunlap, a physically disabled person, occupies the house at 4528 Dunrobin Street.

SECTION 4. This resolution has been adopted pursuant to a Community Safety Commission recommendation.

ADOPTED AND APPROVED this 24th day of March, 2015.

Mayor

ATTEST:

City Clerk

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

COUNCIL AGENDA

March 24, 2015

TO: The Honorable Mayor and City Council

SUBJECT: Purchase Play Sand for Boyar Park

INTRODUCTION

The Director of Recreation and Community Services and Parks Superintendent have determined a need to replace the play sand at Boyar Park with Pro Tour sand. The current sand at Boyar Park needs monthly tilling to release compaction and Pro Tour sand, which is actually washed beach sand, is a safer fall surface and requires less maintenance work.

STATEMENT OF FACT

The Parks Superintendent obtained a proposal from P.W. Gillibrand Co. for five hundred tons of Pro Tour sand at a total contract amount of \$28,460, which includes sales tax and delivery. Gillibrand is a leading manufacturer of Industrial and Recreational Sands and Specialty Products located in Simi Valley CA. The company also supplied the same quality of sand to San Martin Park and Cherry Cove Park.

Our Purchasing Policy allows the purchase of unique commodities or services that can be obtained from only one vendor, or one distributor authorized to sell in this area, with performance capabilities or which have specific compatibility components with existing City products to be exempt from the competitive bidding requirements.

The City Manager in certain circumstances may approve purchases to be ratified by the City Council. The improvements included in the Boyar Park project would have stalled without immediate approval of the sand purchase and delivery.

Funding for the sand purchase is included in the Fiscal Year 2014-2015 Adopted budget.

STAFF RECOMMENDATION

It is recommended that the City Council ratify the purchase of five hundred tons of Play Tour sand from P.W. Gillibrand of Simi Valley at a total contract amount of \$28,460.



Diane Perkin
Director of Administrative Services

Howard L. Chambers
City Manager



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COUNCIL AGENDA

March 24, 2015

TO: The Honorable Mayor and City Council

SUBJECT: Refunding 2008 Water Photovoltaic System Lease (Bonds)

INTRODUCTION

On May 7, 2008 the city entered into a Lease Agreement with CLP Holdings, Inc. for the construction and maintenance of the Water Photovoltaic System. The Lease included financing, which was a negotiated sale of \$3,450,000 in tax exempt bonds with a 4.75 percent interest rate.

Periodically, financial advisors will review the outstanding debt of the Agency to see if refunding would provide cost savings.

STATEMENT OF FACT

On March 2, 2015, CLP Holdings Inc. contacted City staff with the recommendation to refund the 2008 Water Photovoltaic Bonds. Refunding is allowable under the Lease per Section 3.04. Section 3.04 includes the provision that the City can purchase the Photovoltaic System with 30 days notice prior to a scheduled debt service payment.

The final proposal from CLP Holdings Inc. is a negotiated sale to Compass Bank at 2.7 percent interest and no reserve requirement. All other relevant terms of the original Lease remain intact.

The overall savings (over eight years) is \$166,125 this includes the cost of refunding of \$97,400 (\$75,000 for bond counsel and financial advisors plus \$22,400 premium to the holding bank of the 2008 bonds). This savings is \$109,987 in present value terms. The 2.66 percent rate is not locked in and may change, which will affect the overall savings. If the cost of issuance or the interest rate increase to where present value savings falls below \$75,000, the refunding will not be pursued.

On March 19, 2015, the Water Committee met and reviewed the refunding documents and approved proceeding with the refunding of the 2008 Water Photovoltaic System Lease Bond and placing the item on the Council Agenda for consideration.


RECOMMENDATION

Staff recommends that the City Council:

- Approve proceeding with the refunding of the 2008 Water Photovoltaic System Lease Bond
- Approve the Photovoltaic System Lease and Sublease Agreements by and between CLP Holdings, Inc. and the City of Lakewood
- Authorize the City Manager, City Attorney and Director of Administrative Services to execute such documents and to take such action as may be necessary to effectuate the refunding



Diane Perkin
Director of Administrative Services

Howard L. Chambers 
City Manager

PHOTOVOLTAIC SYSTEM LEASE AGREEMENT

by and between

CITY OF LAKEWOOD
as Lessor

and

CLP HOLDINGS, INC.,
as Lessee

Dated as of April 1, 2015

PHOTOVOLTAIC SYSTEM LEASE AGREEMENT

THIS PHOTOVOLTAIC SYSTEM LEASE AGREEMENT (this "Lease Agreement"), dated as of April 1, 2015, is by and between the **CITY OF LAKEWOOD**, a general law city and municipal corporation, duly organized and existing under and by virtue of the laws of the State of California (the "City"), as lessor, and the **CLP HOLDINGS, INC.**, a California corporation ("CLP"), as lessee;

WITNESSETH:

WHEREAS, pursuant to the Photovoltaic System Lease, dated as of May 7, 2008 (the "Existing Lease"), between the City and CLP, CLP undertook the complete design, engineering, construction and, together with Beach Business Bank (the predecessor to Banc of California, National Association) (the "Original Lender"), the financing of a photovoltaic system (the "System") as further described in Exhibit A, located at the City's water storage and pumping facility at 5812 Arbor Road, Lakewood, California (the "Facility"); and

WHEREAS, the City, CLP, the Original Lender and U.S. Bank National Association, as escrow agent (the "Escrow Agent") entered into an Escrow Agreement, dated as of May 7, 2008, pursuant to which the Original Lender deposited funds with the Escrow Agent to pay (i) the cost of designing, engineering and constructing the System, (ii) funding a reserve fund for such financing and (iii) paying certain costs associated with such financing; and

WHEREAS, the development of the System required specialized services and CLP and its employees are qualified, licensed, if so required, and experienced in performing such specialized services; and

WHEREAS, pursuant to the terms of the Existing Lease, the City is required to make semi-annual base rent payments comprised of a principal component and an interest component that are designed to be sufficient to pay the cost of the System over a 15 year period; and

WHEREAS, pursuant to the Section 3.04 of the Existing Lease, the City has the option to purchase the System upon the payment of a specified purchase price to the Original Lender; and

WHEREAS, the City has now determined that it can achieve interest rate savings in the remaining base rent payments due under the Existing Lease by refinancing the System, and it is in its best interest to authorize and approve a lease financing of the System to and from CLP; and

WHEREAS, such refinancing will be accomplished by (i) the City's leasing System to CLP pursuant to this Lease Agreement in exchange for an advance rental, (ii) CLP's leasing to the City the System leased hereunder pursuant to a Photovoltaic System Sublease Agreement (the "Sublease"), dated as of April 1, 2015, by and between CLP and the City, pursuant to which the City will be obligated to make Base Rent payments (as such term is defined in the Sublease) to CLP; (iii) CLP's collateral assignment of CLP's rights in this Lease Agreement and the Sublease and the assignment, without recourse, of CLP's rights to receive such Base Rent, but excluding the right to receive Additional Rent (as defined in the Sublease) and excluding all of its obligations under the Sublease, to Compass Bank (the "Lender"), in exchange for the amount

payable by CLP hereunder; and (iv) the application of the amount payable as advance rental hereunder to the payment of the purchase price of the System; and

WHEREAS, pursuant to the Sublease, CLP will continue to operate and maintain the System; and

WHEREAS, the City and CLP have determined that the tax-exempt refinancing of the cost of the development of the System will result in lower costs to the City and the City and CLP will cooperate to complete a tax-exempt refinancing of such cost; and

WHEREAS, the City is authorized to enter into this Lease Agreement for the purposes and subject to the terms and conditions set forth herein; and

WHEREAS, the City possesses statutory authority to lease the System and its governing body has duly authorized the execution and delivery of this Lease Agreement and the Sublease; and

NOW THEREFORE, for and in consideration of the premises and covenants and conditions hereinafter contained, the parties agree as follows:

Section 1. Definitions. Capitalized terms used, but not otherwise defined, in this Lease Agreement shall have the meanings ascribed to them in the Sublease.

Section 2. Lease Agreement. The City hereby leases to CLP and CLP hereby leases from the City, on the terms and conditions hereinafter set forth, the System.

Section 3. Term. The term of this Lease Agreement shall commence on April 1, 2015, and shall end on April 1, 2023. If, on April 1, 2023, the aggregate amount of Base Rent payments (as defined in and as payable under the Sublease) shall not have been paid for any reason, or provision shall not have been made for their payment in accordance with the Sublease, then the term of this Lease Agreement shall be extended until such Base Rent payments shall be fully paid or provision made for such payment. If, prior to April 1, 2015, all Base Rent payments shall be fully paid or provision made for such payment in accordance with the Sublease, the term of this Lease Agreement shall end.

Section 4. Advance Rental Payment. The City agrees to lease the System to CLP in consideration of the payment by CLP of an advance rental payment of \$1,992,400.

Section 5. Purpose. CLP shall use the System solely for the purpose of leasing the System to the City pursuant to the Sublease and for such purposes as may be incidental thereto; provided, however, that in the event of default by the City under the Sublease, CLP and its assigns may exercise the remedies provided in the Sublease.

Section 6. City's Interest in the System. The City covenants that it is the owner in fee of the System.

Section 7. Assignments and Subleases. Unless the City shall be in default under the Sublease, CLP may not assign its rights under this Lease Agreement or sublet the System, except

as provided in the Sublease. If the City is in default under the Sublease, CLP (including its successors and assigns under the Sublease) may fully and freely assign and sublease the System or any portion thereof, this Lease Agreement and the Sublease.

Section 8. Right of Entry. The City reserves the right for any of its duly authorized representatives to enter upon the Facility at any reasonable time to inspect the System or to make any repairs, improvements or changes necessary for the preservation thereof.

Section 9. Termination. CLP agrees, upon the termination of this Lease Agreement, to quit and surrender the System in the same good order and condition as the same were in at the time of commencement of the term hereunder, reasonable wear and tear excepted, and agrees that any permanent improvements and structures existing at the Facility at the time of the termination of this Lease Agreement shall remain thereon and title thereto shall vest in the City.

Section 10. Default. In the event CLP shall be in default in the performance of any obligation on its part to be performed under the terms of this Lease Agreement, which default continues for 30 days following notice and demand for correction thereof to CLP, the City may exercise any and all remedies granted by law, except that no merger of this Lease Agreement and of the Sublease shall be deemed to occur as a result thereof and the City shall have no right to terminate this Lease Agreement as a remedy for such default. Notwithstanding the foregoing, so long as the Sublease remains in effect, the City will continue to pay the Base Rent payments to the Lender.

In the event of the occurrence of an Event of Default under the Sublease, CLP may (a) exercise the remedies provided in the Sublease, (b) use the System for any lawful purpose, subject to any applicable legal limitations or restrictions, and (c) exercise all options provided herein.

Section 11. Quiet Enjoyment. CLP, at all times during the term of this Lease Agreement, shall peaceably and quietly have, hold and enjoy the System subject to the provisions of the Sublease.

Section 12. Waiver of Personal Liability. All liabilities under this Lease Agreement on the part of CLP are solely liabilities of CLP and the City hereby releases each and every director, officer, employee and agent of CLP of and from any personal or individual liability under this Lease Agreement. No director, officer, employee or agent of CLP shall at any time or under any circumstances be individually or personally liable under this Lease Agreement for anything done or omitted to be done by CLP hereunder.

Section 13. Taxes. All assessments of any kind or character and all taxes, including possessory interest taxes, levied or assessed upon the System or CLP's interest in the System created by this Lease Agreement (including both land and improvements) will be paid by the City in accordance with the Sublease.

Section 14. Eminent Domain. In the event the whole or any part of the System is taken by eminent domain proceedings, the interest of CLP shall be recognized and is hereby determined to be the amount of the then unpaid principal component of the Base Rent payments, any then unpaid interest component of the Base Rent payments and any premium due with

respect to the prepayment of Base Rent payments to the date such amounts are remitted to CLP or its assignee, and, subject to the provisions of the Sublease, the balance of the award, if any, shall be paid to the City. The City hereby waives, to the extent permitted by law, any and all rights that it has or may hereafter have to acquire the interest of CLP in and to the System through the eminent domain powers of the City. However, the City hereby agrees, to the extent permitted by law, that the compensation to be paid in any condemnation proceedings brought by or on behalf of the City with respect to the System shall be in an amount not less than the total unpaid principal component of Base Rent payments, the interest component of Base Rent payments accrued to the date of payment of all Base Rent payments and any premium due with respect to the prepayment of Base Rent payments under the Sublease.

Section 15. Use of the Proceeds. The City and CLP hereby agree that the lease to CLP of the City's right and interest in the System pursuant to Section 2 serves the public purposes of the City.

Section 16. Partial Invalidity. If any one or more of the terms, provisions, covenants or conditions of this Lease Agreement shall, to any extent, be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding, order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Lease Agreement shall be affected thereby, and each provision of this Lease Agreement shall be valid and enforceable to the fullest extent permitted by law.

Section 17. Notices. All notices, statements, demands, consents, approvals, authorizations, offers, designations, requests or other communications hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if delivered personally or if mailed by United States registered mail, return receipt requested, postage prepaid, at the addresses set forth in the Sublease, or to such other addresses as the respective parties may from time to time designate by notice in writing.

Section 18. Binding Effect. This Lease Agreement shall inure to the benefit of and shall be binding upon the City and CLP and their respective successors and assigns. The Lender is hereby made a third party beneficiary hereunder with all rights of a third party beneficiary.

Section 19. Amendment. This Lease Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing, with the written consent of the Lender.

Section 20. Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Lease Agreement.

Section 21. Applicable Law. This Lease Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made and performed in California.

Section 22. No Merger. Neither this Lease Agreement, the Sublease nor any provisions hereof or thereof shall be construed to effect a merger of the title of the City to the System under this Lease Agreement and the City's leasehold interest therein under the Sublease.

Section 23. Execution in Counterparts. This Lease Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the City and CLP have caused this Lease Agreement to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

CITY OF LAKEWOOD

By _____
Todd Rogers, Mayor

Attest:

By _____
Jo Mayberry, CMC, City Clerk

CLP HOLDINGS, INC.

By _____
William J. Simmons, Vice President

By _____
Thomas P. Simmons, Vice President

EXHIBIT A
DESCRIPTION OF THE SYSTEM

The System is located at Plant 4 at 5812 Arbor Road in Lakewood, California (the "Facility") and consists of Photovoltaic System (PVS) panels mounted on the roof of the water tank at the Facility and the associated equipment that is pad mounted at ground level next to the water tank. The System was placed into service on _____, 20__.

The estimated maximum electrical output of this PVS is 252 kW AC. The System is estimated to produce approximately 390,000 kWh for the first year, every year after that it will produce .25% less. A Net Meter is installed along side of the existing electric meter to track the total generated kWh. The System is guaranteed by the manufacturer to provide 90% or greater of the initial rated output for the first 12 years, and 80% or greater of the initial rated output for the next 13 years.

PHOTOVOLTAIC SYSTEM SUBLEASE AGREEMENT

by and between

CLP HOLDINGS, INC.,

as Lessor

and

CITY OF LAKEWOOD,

as Lessee

Dated as of April 1, 2015

TABLE OF CONTENTS

Page

ARTICLE I LEASE OF SYSTEM; SERVICES OF CLP

Section 1.01.	Lease of System; Transfer of Title.....	2
Section 1.02.	Scope of Services.....	2
Section 1.03.	Compliance With Law	3
Section 1.04.	Licenses, Permits, Fees and Assessments.....	3
Section 1.05.	Familiarity With Work.....	3
Section 1.06.	Further Responsibilities of Parties	4
Section 1.07.	Additional Services.....	4
Section 1.08.	Nondiscrimination.....	4
Section 1.09.	Maintenance of Local Office	5
Section 1.10.	Triple Net Lease.....	5
Section 1.11.	Warranty	5

ARTICLE II RENTAL PAYMENTS; OTHER COVENANTS OF THE CITY

Section 2.01.	Consideration Payable for Lease of System	6
Section 2.02.	Rates and Charges; Sublease	8
Section 2.03.	Tax Reporting	8
Section 2.04.	Consideration	9
Section 2.05.	Covenant To Budget and Annually Appropriate	9
Section 2.06.	Pledge of Revenues.....	9
Section 2.07.	No Withholding, Setoff or Counterclaim.....	9
Section 2.08.	Tax Covenant	9
Section 2.09.	Rebate Requirement.....	10
Section 2.10.	Access to Facility	10
Section 2.11.	Issuance of Parity Bonds.....	10
Section 2.12.	State Loans.....	12
Section 2.13.	Subordinate Bonds	12
Section 2.14.	Information Provided to the Lender.....	13

ARTICLE III CLOSING DATE; TERM

Section 3.01.	Closing Date; Cancellation of Lease.....	14
Section 3.02.	Reserved.....	14
Section 3.03.	Term.....	14
Section 3.04.	Condemnation.....	14

ARTICLE IV REPRESENTATIONS AND WARRANTIES

Section 4.01.	Representations of City.....	15
Section 4.02.	Representations of CLP	17

ARTICLE V
COORDINATION OF WORK

Section 5.01.	Representative of CLP	17
Section 5.02.	Lease Officer.....	18
Section 5.03.	Independent Contractor.....	18

ARTICLE VI
PROHIBITION AGAINST ASSIGNMENT

Section 6.01.	Prohibition on Transfer	18
Section 6.02.	Assignment Prohibited.....	18
Section 6.03.	Right To Cure	20
Section 6.04.	Obligations of Lender in Possession.....	20
Section 6.05.	Designees and Nominees	20
Section 6.06.	Assignment; Subletting.....	20

ARTICLE VII
DEFAULT

Section 7.01.	Events of Default	21
Section 7.02.	City Remedies; Right To Cure.....	22
Section 7.03.	Self-Help	22

ARTICLE VIII
DEFAULT BY THE CITY

Section 8.01.	Events of Default	22
Section 8.02.	Remedies.....	23
Section 8.03.	Retention of Funds	23
Section 8.04.	Application of Proceeds.....	23
Section 8.05.	Waiver.....	24
Section 8.06.	No Termination of Lease	24

ARTICLE IX
INSURANCE; INDEMNIFICATION

Section 9.01.	Insurance Provided by City.....	24
Section 9.02.	Insurance Provided by CLP	25
Section 9.03.	Indemnification	25

ARTICLE X
RECORDS AND REPORTS

Section 10.01.	Reports	26
Section 10.02.	Records	26
Section 10.03.	Ownership of Data	26
Section 10.04.	Copyright and Patent Rights	26
Section 10.05.	Release of Documents.....	27
Section 10.06.	Records and Accounts.....	27

ARTICLE XI
ENFORCEMENT OF CONTRACT

Section 11.01.	California Law	27
Section 11.02.	Disputes.....	27
Section 11.03.	Retention of Funds	27
Section 11.04.	Waiver.....	28
Section 11.05.	Rights and Remedies are Cumulative.....	28
Section 11.06.	Legal Action.....	28
Section 11.07.	Attorneys' Fees	28

ARTICLE XII
NONLIABILITY AND CONFLICT OF INTEREST

Section 12.01.	Nonliability of City Officials and Employees	28
Section 12.02.	Conflict of Interest	28

ARTICLE XIII
MISCELLANEOUS PROVISIONS

Section 13.01.	Notice	28
Section 13.02.	Interpretation.....	29
Section 13.03.	Integration; Amendment	29
Section 13.04.	Severability	30
Section 13.05.	Corporate Authority	30
Section 13.06.	Third-Party Beneficiary	30
Section 13.07.	Construction.....	30
Section 13.08.	Force Majeure	30
Section 13.09.	Impairment of Title	31
Section 13.10.	Estoppel Certificate.....	31

EXHIBIT A DEFINED TERMS	1
EXHIBIT B DESCRIPTION OF THE SYSTEM	1
EXHIBIT C FORM OF ASSIGNMENT AGREEMENT	1
EXHIBIT D OPERATIONS AND MAINTENANCE STANDARDS.....	1
EXHIBIT E BASE RENT PAYMENT SCHEDULE	1
EXHIBIT F FORM OF LETTER OF REPRESENTATIONS.....	1

THIS PHOTOVOLTAIC SYSTEM SUBLEASE AGREEMENT (this "Sublease"), dated as of the 1st day of April, 2015, is made in duplicate, pursuant to a resolution of the City Council of the City of Lakewood, by and between **CLP HOLDINGS, INC.**, a California corporation (herein "CLP"), as Lessor, and the **CITY OF LAKEWOOD**, a municipal corporation (herein the "City"), as Lessee. Capitalized terms not otherwise defined herein shall have the meanings set forth in Exhibit A hereto.

WITNESSETH:

WHEREAS, pursuant to the Photovoltaic System Lease, dated as of May 7, 2008 (the "Existing Lease"), between the City and CLP, CLP undertook the complete design, engineering, construction and, together with Beach Business Bank (the predecessor to Banc of California, National Association) (the "Original Lender"), the financing of a photovoltaic system (the "System") located at the City's water storage and pumping facility at 5812 Arbor Road, Lakewood, California (the "Facility") as further described in Exhibit B; and

WHEREAS, the City, CLP, the Original Lender and U.S. Bank National Association, as escrow agent (the "Escrow Agent") entered into an Escrow Agreement, dated as of May 7, 2008, pursuant to which the Original Lender deposited funds with the Escrow Agent to pay (i) the cost of designing, engineering and constructing the System, (ii) funding a reserve fund for such financing and (iii) paying certain costs associated with such financing; and

WHEREAS, the development of the System required specialized services and CLP and its employees are qualified, licensed, if so required, and experienced in performing such specialized services; and

WHEREAS, pursuant to the terms of the Existing Lease, the City is required to make semi-annual base rent payments comprised of a principal component and an interest component that are designed to be sufficient to pay the cost of the System over a 15 year period; and

WHEREAS, pursuant to the Section 3.04 of the Existing Lease, the City has the option to purchase the System upon the payment of a specified purchase price to the Original Lender; and

WHEREAS, the City has now determined that it can achieve interest rate savings in the remaining base rent payments due under the Existing Lease by refinancing the System, and it is in its best interest to authorize and approve a lease financing of the System to and from CLP; and

WHEREAS, such refinancing will be accomplished by (i) the City's leasing System to CLP pursuant to the Photovoltaic System Lease Agreement, dated as of April 1, 2015 (the "Lease Agreement"), in exchange for an advance rental, (ii) CLP's leasing to the City the System leased under the Lease Agreement pursuant to this Sublease, under which the City will be obligated to make Base Rent payments (as such term is defined herein) to CLP; (iii) CLP's collateral assignment of CLP's rights in the Lease Agreement and the Sublease and the assignment, without recourse, of CLP's rights to receive such Base Rent, but excluding the right to receive Additional Rent due hereunder and excluding all of its obligations hereunder, to Compass Bank (the "Lender"), in exchange for the amount payable by CLP under the Lease

Agreement; and (iv) the application of the amount payable as advance rental under the Lease Agreement to the payment of the purchase price of the System; and

WHEREAS, pursuant to this Sublease, CLP will continue to operate and maintain the System; and

WHEREAS, the City and CLP have determined that the tax-exempt refinancing of the cost of the development of the System will result in lower costs to the City and the City and CLP will cooperate to complete a tax-exempt refinancing of such cost; and

WHEREAS, the City is authorized to enter into this Sublease for the purposes and subject to the terms and conditions set forth herein; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this Sublease do exist, have happened and have been performed in due time, form and manner as required by law, and the parties hereto are duly authorized to execute and enter into this Sublease;

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and in consideration of the premises contained in this Sublease, the City and CLP agree as follows:

ARTICLE I

LEASE OF SYSTEM; SERVICES OF CLP

Section 1.01. Lease of System; Transfer of Title. CLP, for and in consideration of the performance of the covenants and agreements hereinafter contained to be kept and performed by the City, and upon the following terms and conditions, hereby leases to the City, and the City hereby hires and takes of and from CLP, the System. The City hereby agrees to pay the Base Rent and the Additional Rent as provided herein for the use of the System and for the work and services to be performed by CLP hereunder, all on the terms and conditions set forth herein. Upon payment of all Base Rent, Additional Rent and other expenses required hereby when due as of the Lease Termination Date, all right, title and interest of CLP in the System shall terminate and shall be transferred directly to and vested in the City and this Sublease shall terminate as to the System. From and after the Lease Termination Date, CLP shall be fully released from any liability thereafter accruing under this Sublease, except for those obligations that expressly survive the termination of this Sublease.

Section 1.02. Scope of Services. In compliance with all terms and conditions of this Sublease, and except as otherwise set forth herein, CLP shall perform the following (hereinafter collectively referred to as the "services" or "work"):

- (a) faithfully and continuously provide the System for the City's use and possession during the term of this Sublease meeting all of the specifications set forth in Exhibit B, and undertake operations and maintenance of the System as described in Exhibit D attached hereto and incorporated herein;

(b) reviewing and auditing on a monthly basis the energy bills received by the City from SCE or other energy provider which relate to the energy supplied to the Facility to assure that the City has been accurately credited for energy provided by the System, and to approve each such bill for payment by the City; and

(c) analyzing and proposing to the City recommendations concerning energy monitoring, management and conservation, including, without limitation, purchase of energy from alternate sources with the continuing goal of reducing the City's energy costs in an environmentally sound manner.

As a material inducement to the City to enter into this Sublease, CLP represents and warrants that CLP is a provider of first-class work and service and CLP is experienced in performing the work and services contemplated herein and, in light of such status and experience, CLP covenants that it shall follow the highest professional standards in performing the work and services required hereunder. For purposes of this Sublease, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

None of CLP's obligations to perform work and services hereunder shall be assigned to or assumed by the Lender.

Section 1.03. Compliance With Law. All products delivered and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules and regulations of the City and any federal, State of California or local governmental agency having jurisdiction in effect at the time the product is delivered or the service is rendered. The City hereby represents that all proceedings in connection with the authorization and execution of this Sublease have been performed in accordance with all applicable laws.

Section 1.04. Licenses, Permits, Fees and Assessments. CLP has obtained, or shall obtain, all licenses, permits and approvals as may be required by law for the performance of the obligations of CLP under this Sublease. Notwithstanding the foregoing, the City agrees to waive its right to collect those fees otherwise payable to the City as a condition to issuance of those permits, inspections and/or approvals, if any, required to be obtained by CLP from the City (but not from any other agency) to perform its obligations under this Sublease.

Section 1.05. Familiarity With Work. By executing the Lease, CLP warrants that CLP (a) has thoroughly investigated and considered the scope of services to be performed; (b) has carefully considered how the services should be performed; and (c) fully understands the difficulties and restrictions attending performance of the services under this Sublease.

Based on the foregoing, CLP acknowledges that "lease amendments" will not be sought in connection with the work to be performed by CLP. CLP, by this Sublease and based on its thorough investigation, acknowledges that it assumes the risk of undiscovered conditions requiring such "lease amendments." CLP, however, does not assume the risk of undisclosed conditions that the City is aware of, or should be aware of, prior to the commencement of any work.

Section 1.06. Further Responsibilities of Parties. Both parties shall use reasonable care and diligence to perform their respective obligations under this Sublease. Both parties shall act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Sublease. Unless hereafter specified, neither party shall be responsible for the services of the other.

Section 1.07. Additional Services.

(a) In the event the City authorizes changes or modifications to the System, CLP shall perform such work upon execution of an amendment to this Sublease, all of which shall be subject to the prior written consent of the Lender. The amendment shall identify the amount to be charged or credited to the Additional Rent owed under this Sublease, as applicable. CLP and the City agree that the amounts charged or credited shall be reasonably competitive with those charged by third parties.

(b) There will be two types of work orders:

(i) work orders requesting cost estimates for performing work: these orders authorize CLP to prepare drawings to estimate cost but do not authorize construction. The drawings will be submitted to the City with the cost estimate. The City will furnish to CLP the necessary rights-of-way, easements and permits if the job is to be constructed as specified on the submitted drawings; and

(ii) work orders authorizing relocation or removals which customarily do not require permits, rights of way or easements.

(c) Work orders authorizing construction shall be accompanied by the necessary permits, rights of way or easements required for the work to be performed. Work orders will be recorded and processed by CLP in the order received unless efficient use of work force dictates another procedure as determined by CLP. Where the City requests expedited treatment of work orders, other services under this Sublease may be displaced to the extent reasonably practicable by CLP.

Section 1.08. Nondiscrimination. In connection with the performance of this Sublease, CLP shall not discriminate against any employee or applicant for employment because of race, religion, national origin, color, sex, age, sexual orientation, AIDS, AIDS related condition, handicap, disability, or Vietnam Era veteran status. CLP shall ensure that applicants are employed, and that employees are treated during their employment, without regard to these bases. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

CLP shall comply with the requirements of Title VI of the Civil Rights Act of 1974 (P.L. 88-352) and with all applicable regulations, statutes, laws promulgated pursuant thereto now existent or hereinafter enacted. Furthermore, CLP shall comply with the provisions of Section 1735 of the California Labor Code.

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

Section 1.09. Maintenance of Local Office. Throughout the Term of this Sublease, CLP shall continuously occupy and adequately staff an office or offices within the boundaries of the City or the City of Long Beach to supervise the Operations and Maintenance of the System.

Section 1.10. Triple Net Lease. This Lease is intended to be a triple net lease. The City agrees that the Base Rent payments provided for herein shall be an absolute and unconditional obligation of the City in all events, without abatement, diminution, deduction, setoff or defense for any reason whatsoever, including, without limitation, any failure of CLP to perform any of its obligations hereunder. The City further agrees that the Rental Payments provided for herein shall be an absolute net return to CLP, free and clear of any expenses, charges or setoffs whatsoever. The City shall pay for or otherwise arrange for the payment of (a) all utility charges incurred in the operation and use of the System, (b) all insurance premiums and deductibles necessary to maintain the insurance coverage required under Section 9.01 of this Sublease, (c) any taxes or assessments levied or imposed on the Facility or the System or the use, possession or operation thereof, and (d) any amounts required to be paid to the United States of America as rebate in order for the interest component of the Base Rent payment to be exempt from federal income taxes.

Section 1.11. Warranty. CLP warrants that the entire System shall be free of defects and shall be fully operational in accordance with manufacturers' specifications for the warranty period provided by the manufacturers of the components of the System. If a defective item or component of the System requires repair or replacement within the warranty period provided by the manufacturer of the item or component, CLP shall pursue all rights under such warranty for the repair or replacement of such defective item or component. CLP also agrees to keep the System in good working order during the entire Lease Term. CLP agrees to obligate any general or subcontractor hired by CLP to warranties and guarantees of workmanship imposed by state law or state agency at the time of contracting. CLP shall use its best efforts to make the benefits of any warranty and guarantee of any contract or subcontract for the construction and installation of the System available to the City (by assignment or otherwise). During the Lease Term, CLP agrees to pursue any and all claims against the contractor, any subcontractor or supplier for any defective component or item relating to the System, and shall diligently enforce the terms of all warranties provided for the System by the contractor, any subcontractor or supplier. Notwithstanding anything herein to the contrary, in the event CLP fails to perform its obligations pursuant to this section, the City may, following prior written notice to CLP and the Lender, specifying the nature of such failure, require CLP to transfer and assign the warranties to the City to be enforced by the City. All amounts received by CLP or the City from the enforcement of any warranty or insurance policy shall be applied to the repair or replacement of the defective item or component of the System. The City acknowledges that CLP shall not transfer and assign

any warranties for the System by virtue of the termination of the Existing Lease, but CLP shall assign all warranties for the System to the City following the Lease Termination Date.

ARTICLE II

RENTAL PAYMENTS; OTHER COVENANTS OF THE CITY

Section 2.01. Consideration Payable for Lease of System. The City will pay to CLP the following consideration for CLP's lease of the System to the City:

(a) **Base Rent.** The City hereby agrees to pay Base Rent to the Lender as assignee of CLP, solely from the Net Revenues of the Water Enterprise, in the amounts and on the dates set forth in Exhibit E hereto, for the use and possession of the System during the Term. The Base Rent shall include a principal component and an interest component. The interest component of the Base Rent shall be based on an interest rate of ____% per annum, calculated on the basis of a 360-day year composed of twelve 30-day months. The Base Rent shall be payable without prior demand, offset or deduction. If any date on which a Base Rent payment is originally due under this Sublease is not a Business Day, then such Base Rent payment shall be due and payable on the next succeeding Business Day with the same force and effect if made on the date due. Base Rent payments shall be made by the City to the Lender as assignee of CLP by wire transfer in accordance with the following wire transfer instructions:

Compass Bank
201 North Hwy 183
Leander, TX 78641
(512) 421-5715

ABA#: 113-010-547
For Credit to: Account 90124099
bbi: DO NOT POST. CONTACT:
LDFCPublicFinance@bbvacompass.com
Reference: City of Lakewood

In the event the City should fail to make any of the payments required in this Section 2.01(a) on or before the due date therefor, the Base Rent payment in default shall continue as an obligation of the City until the amount in default shall have been fully paid and the City agrees to pay the same with interest thereon, to the extent permitted by law, from the date thereof at the Default Rate.

Upon the occurrence of a Determination of Taxability, with respect to this Sublease, the City shall, with respect to future payments of Base Rent, begin making Base Rent payments calculated at the Gross-Up Rate. In addition, the City shall make immediately upon demand of the Lender a payment to the Lender sufficient to indemnify the Lender and supplement Prior Base Rent Payments with respect to such obligation to the Gross-Up Rate, and such obligation shall survive the termination of this Sublease.

(b) **Additional Rent.** In addition to the Base Rent set forth in Section 2.01(a) hereof, the City hereby agrees to pay Additional Rent to CLP during the Term, solely from the Net Revenues of the Water Enterprise, as set forth in Exhibit E hereto, for CLP's performance of the Operations and Maintenance of the System. The Additional Rent shall be payable monthly in advance on the first day of each and every month without prior demand, offset or deduction (except as otherwise expressly provided herein). If any date on which an Additional Rent payment is originally due under this Sublease is not a Business Day, then such Additional Rent payment shall be due and payable on the next succeeding Business Day with the same force and effect if made on the date due.

(c) **Energy Costs.** The City shall also pay all energy costs owing to SCE or other energy provider in connection with the System and the Facility during the Term subject to CLP's prior review and approval of the accuracy of amounts charged by SCE. All invoices for energy related to the System and the Facility ("Energy Bills") shall be billed to the City in care of CLP. CLP shall forward a copy of the invoice to the City upon receipt and advise the City within 10 days of receipt of CLP's approval of the invoice for payment. If any portion of the Energy Bill is not approved by CLP for payment, the City shall pay the approved portion and CLP shall prepare a written explanation to the energy provider to explain the basis for disapproval of the bill. The City may, at its option, elect to pay the disapproved portion of the Energy Bill under protest. Such election shall not alter CLP's responsibility for identifying and resolving questions and disputes concerning the Energy Bills. No additional consideration shall be payable to CLP for discovering any discrepancies or errors in the Energy Bills or recovering refunds or credits from the energy provider, which services are included in that for which the Additional Rent is paid.

(d) **Non-Standard Maintenance Costs.** The City shall pay CLP for non-standard maintenance costs to repair any damage or destruction to the System. The City Manager shall have the authority to approve payment of these non-standard maintenance costs. CLP shall notify the City of any non-standard maintenance costs but shall not be required to file a claim against the City for payment.

(e) **Security Deposit.** Notwithstanding any other provision of this Sublease, the City may, on any date, secure the payment of all the Base Rent payments remaining due by an irrevocable deposit with the Lender or an escrow holder under an escrow deposit and trust agreement, of either (i) cash in an amount which is sufficient to pay all unpaid Base Rent payments, including the principal and interest components thereof, in accordance with the Base Rent Payment schedule set forth in Exhibit E, as the City instructs at the time of deposit, or (ii) Defeasance Obligations in such amount as will, in the written opinion of an independent certified public accountant or other firm of recognized experts in such matters, together with interest to accrue thereon, be fully sufficient to pay all unpaid Base Rent payments on their respective Interest Payment Dates, as the City instructs at the time of said deposit.

In the event of a deposit pursuant to this paragraph (e), all obligations of the City under this Sublease cease and terminate, excepting only the obligation of the City to

make, or cause to be made, all payments from the deposit made by the City pursuant to this Section 2.01(e). Said deposit and interest earnings thereon shall be deemed to be and shall constitute a special fund for the payments provided for by this Section 2.01(e). The City shall continue to be obligated to make the Additional Rent payments required to be made under this Sublease and shall enter into a separate operating agreement with CLP for CLP to provide the Operations and Maintenance of the System and for the City to pay the Additional Rent.

Section 2.02. Rates and Charges; Sublease. (a) Subject to the limitations contained in Article XIII D of the California Constitution, the City shall fix, prescribe, revise and collect Charges for the Water Enterprise during each Fiscal Year which are at least sufficient, after making allowances for contingencies and error in the estimates, to pay the following amounts in the following order:

- (i) all Maintenance and Operation Costs of the Water Enterprise estimated by the City to become due and payable in such Fiscal Year;
- (ii) the Debt Service on the Bonds and the Base Rent under this Sublease;
- (iii) all other payments required for compliance with the Indenture and the instruments pursuant to which any Parity Bonds relating to the Water Enterprise shall have been issued; and
- (iv) all payments required to meet any other obligations of the City which are Charges, liens, encumbrances upon or payable from the Gross Revenues of the Water Enterprise or the Net Revenues of the Water Enterprise.

In addition, the City shall fix, prescribe, revise and collect Charges for the Water Enterprise during each Fiscal Year which are sufficient to yield Net Revenues of the Water Enterprise at least equal to one hundred twenty five percent (125%) of the amounts payable under the preceding clause (a)(ii) and (a)(iii) in such Fiscal Year for the Base Rent due under this Sublease, the Bonds and any Parity Bonds which have a lien on such Net Revenues.

For purposes of this Sublease and the Indenture, from the Closing Date to April 1, 2016 or upon the earlier redemption or defeasance of the 2004 Bonds, the City's obligation to make Base Rent payments under this Sublease shall constitute "Subordinate Bonds" and this Sublease shall constitute a "Subordinate Bonds Instrument," and the Lender shall be entitled to all rights, privileges and benefits of an owner of Subordinate Bonds provided for in the Indenture. The City represents and warrants that it has fully complied with the requirements of the Indenture for the issuance of Subordinate Bonds in connection with the execution and delivery of this Sublease.

After April 1, 2016 or upon the earlier redemption or defeasance of the 2004 Bonds, the City's obligation to make Base Rent payments under this Sublease shall constitute "Parity Bonds" and this Sublease shall constitute a "Parity Bonds Instrument," and the Lender shall be entitled to all rights, privileges and benefits of an owner of Parity Bonds provided for in this Sublease.

Section 2.03. Tax Reporting. As required by federal and state law, the City is obligated to and will report the payment of Additional Rent to CLP on Form 1099-Misc. CLP shall be solely responsible for payment of all federal and state taxes resulting from payments of Additional Rent under this Sublease. CLP's Employer Identification Number is 84-1249627.

Section 2.04. Consideration. The City and CLP have agreed and determined that the Base Rent and Additional Rent due under this Sublease represent fair consideration for the beneficial use and possession, and the continued quiet use and enjoyment, of the System by the City for and during each Lease Year, and for the work and services to be performed by CLP hereunder. In making such determination, consideration has been given to the value of the System, other obligations of the parties under this Sublease, the uses and purposes which may be served by the System and the benefits therefrom which will accrue to the City and the general public by reason of the City's use and possession of the System.

Section 2.05. Covenant To Budget and Annually Appropriate. The City hereby covenants to take such action as may be necessary to include all Rental Payments due hereunder in its annual budget for the Water Enterprise and to make the necessary annual appropriations for all such Rental Payments from the Net Revenues of the Water Enterprise. The covenants on the part of the City herein contained shall be deemed to be and shall be construed to be ministerial duties imposed by law and it shall be the ministerial duty of each and every public official of the City to take such action and do such things as are required by law in the performance of such official duty of such officials to enable the City to carry out and perform the covenants and agreements on the part of the City contained in this Sublease. The obligation of the City to make Rental Payments from the Net Revenues of the Water Enterprise does not constitute an obligation of the City for which the City is obligated to levy or pledge any form of taxation or for which the City has levied or pledged any form of taxation. The obligation of the City to make Rental Payments from the Net Revenues of the Water Enterprise does not constitute indebtedness of the City, the State or any of its political subdivisions within the meaning of any constitutional or statutory debt limitation or restriction.

Section 2.06. Pledge of Revenues. The City hereby transfers, places a charge upon, assigns and sets over to the Lender that portion of the Net Revenues which is necessary to pay the Base Rent in any Fiscal Year, and such portion of the Net Revenues is hereby irrevocably pledged to the punctual payment of the Base Rent. From the Closing Date to April 1, 2016, said pledge shall constitute a subordinate charge and lien on the Net Revenues for the payment of Base Rent, subordinate only to the charge and lien on Net Revenues for the 2004 Bonds. After April 1, 2016 or upon the earlier redemption or defeasance of the 2004 Bonds, said pledge shall constitute a first, direct and exclusive charge and lien on the Net Revenues for the payment of the Base Rent and the other Bonds.

Section 2.07. No Withholding, Setoff or Counterclaim. Notwithstanding any dispute between the City and CLP hereunder with respect to CLP's obligations to perform the Operations and Maintenance of the System, the City shall make all Base Rent payments when due and shall not withhold any such payments by reason of such dispute or for any other reason whatsoever. The City's obligation to make Base Rent payments in the amounts and on the terms and conditions specified hereunder shall be absolute and unconditional in all events without any right of setoff, defense, counterclaim, abatement or recoupment for any reason whatsoever.

Section 2.08. Tax Covenant. The City hereby covenants and agrees not to make any use of the System which would cause the interest component of the Base Rent payment to be “federally guaranteed” under Section 149(b) of the Code or cause the City’s obligation to make such interest payment be deemed to be “private activity bonds” as described in Section 141 of the Code or to take or omit to take any action which would result in the interest component of the Base Rent payment being included in gross income of the owners thereof for federal income tax purposes. Other than this Sublease, no other governmental obligations of the City are being sold, entered into or issued at substantially the same time and sold pursuant to a common plan of financing which will be paid out of (or have substantially the same claim to be paid out of) substantially the same source of funds as the Base Rent. The City does not expect that the System will be purchased and subsequently sold or otherwise disposed of before the last scheduled Base Rent payment due under this Sublease. The City has not created or established, and the City does not expect that there will be created or established, any sinking fund, pledged fund or similar fund, including, without limitation, any arrangement under which money, securities or obligations are pledged directly or indirectly to secure the payment of the Base Rent. In the event that the interest on the component of the Base Rent payment is determined to be includable in gross income of the Lender as a result of a breach by the City of this covenant, the City shall be solely responsible for the payment of any penalty or settlement amount and any increased cost associated with such interest being taxable. The City covenants and agrees to execute and deliver a tax certificate on the Closing Date in form and substance reasonably satisfactory to permit bond counsel to opine that the interest component of the Base Rent payment is excluded from gross income for federal income tax purposes.

The City designated the Existing Lease as a qualified tax-exempt obligation pursuant to Section 265(b)(3)(B)(ii) of the Code. This Sublease is being issued on the Closing Date in an amount less than the outstanding amount of the Existing Lease and not in excess of \$10,000,000. The Existing Lease is being fully paid on the Closing Date. The average maturity of the Sublease is not later than the average maturity of the Existing Lease. The Existing Lease has a maturity date which is not later than the date which is 30 years after the issue date of the Existing Lease. On the basis of the foregoing, the Sublease is deemed a qualified tax-exempt obligation pursuant to Section 265(b)(3)(D)(ii) of the Code.

The City further recognizes that any bank, thrift institution or other financial institution that owns the Sublease obligation will rely on the City’s designation of the Sublease obligation as qualified tax exempt obligations for the purpose of avoiding the loss of 80% of any otherwise available interest deduction attributable to such institution’s tax exempt holdings.]

Section 2.09. Rebate Requirement. The City shall take any and all actions necessary to assure compliance with section 148(f) of the Code, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such section is applicable to this Sublease.

Section 2.10. Access to Facility. The City shall provide CLP and its officers, employees, agents, contractors and subcontractors with access to the Facility and the System during the Term to perform all of its obligations under this Sublease. The City and CLP shall cooperate to develop a plan for such access to the Facility so as to ensure the safety of the Facility and the safety of the City’s employees and agents at the Facility.

Section 2.11. Issuance of Parity Bonds. Notwithstanding anything in the Indenture to the contrary, the City may, but only after the 2004 Bonds have been fully paid or defeased and the Indenture discharged by its terms, by Parity Bonds Instrument, issue or incur other loans, advances or indebtedness payable from Net Revenues to be derived from the Water Enterprise, to provide financing for the Water Enterprise, in such principal amount as shall be determined by the City. The City and CLP hereby agree that upon the payment or defeasance of the 2004 Bonds, the City's obligation to make Base Rent payments under this Sublease shall constitute "Parity Bonds" and this Sublease shall constitute a "Parity Bonds Instrument," and the Lender shall be entitled to all rights, privileges and benefits of an owner of Parity Bonds provided for in this Sublease. Subject to the limitations of this Section, the City may issue or incur any such Parity Bonds subject to the following specific conditions which are hereby made conditions precedent to the issuance and deliver of such Parity Bonds:

(a) The City shall be in compliance with all covenants set forth in this Sublease.

(b) The Net Revenues of the Water Enterprise, calculated on sound accounting principles, as shown by the books of the City for the latest Fiscal Year or any more recent twelve (12) month period selected by the City ending not more than sixty (60) days prior to the adoption of the Parity Bonds Instrument pursuant to which such Parity Bonds are issued, as shown by the books of the City, plus, at the option of the City, any or all of the items hereinafter in this paragraph designated (i) and (ii), shall at least equal One Hundred Twenty Five percent (125%) of Maximum Annual Debt Service, with Maximum Annual Debt Service calculated on all Bonds to be Outstanding subsequent to the issuance of such Parity Bonds which shall have a lien on Net Revenues of the Water Enterprise. The items any or all of which may be added to such Net Revenues for the purpose of issuing or incurring Parity Bonds hereunder are the following:

(i) An allowance for Net Revenues from any additions to or improvements or extensions of the Water Enterprise to be made with the proceeds of such Parity Bonds, and also for Net Revenues from any such additions, improvements or extensions which have been made from moneys from any source but in any case which, during all or any part of such Fiscal Year or such twelve (12) month period, were not in service, all in an amount equal to ninety percent (90%) of the estimated additional average annual Net Revenues to be derived from such additions, improvements and extensions for the first thirty-six (36) month period in which each addition, improvement or extension is respectively to be in operation, all as shown in the written report of an Independent Consultant engaged by the City; and

(ii) An allowance for earnings arising from any increase in the Charges which has become effective prior to the incurring of such additional indebtedness but which, during all or any part of such Fiscal Year or such twelve (12) month period, was not in effect, in an amount equal to the amount by which the Net Revenues would have been increased if such increase in Charges had been in

effect during the whole of such Fiscal Year or such twelve (12) month period, all as shown in the written report of an Independent Consultant engaged by the City.

(c) The Parity Bonds Instrument providing for the issuance of such Parity Bonds under this Section 3.06 shall provide that:

(i) The proceeds of such Parity Bonds shall be applied to the acquisition, construction, improvement, financing or refinancing of additional facilities, improvements or extensions of existing facilities within the Water Enterprise, or otherwise for facilities, improvements or property which the City determines are of benefit to the Water Enterprise, or for the purpose of refunding any Bonds in whole or in part, including all costs (including costs of issuing such Parity Bonds and including capitalized interest on such Parity Bonds during any period which the City deems necessary or advisable) relating thereto;

(ii) Interest on such Parity Bonds shall be payable on an Interest Payment Date; and

(iii) The principal of such Parity Bonds shall be payable on April 1 in any year in which principal is payable.

Section 2.12. State Loans. The City may borrow money from the State to finance improvements to the Water Enterprise, without complying with the provisions of Section 2.11(c) (ii) or (iii), and the obligation of the City to make payments to the State under the loan agreement memorializing said loan (the "State Loan") may be treated as Parity Bonds for purposes of this Sublease; provided that the City shall not make a payment on such State Loan (except as hereinafter expressly permitted) to the extent it would have the effect of causing the City to fail to make a timely payment on the Bonds.

Section 2.13. Subordinate Bonds. Nothing in this Sublease or the Indenture shall prohibit or impair the authority of the City to issue bonds or other obligations secured by a lien on Gross Revenues or Net Revenues which is subordinate to the lien established hereunder or thereunder, upon such terms and in such principal amounts as the City may determine; provided, that the City may issue or incur any such Subordinate Bonds subject to the following specific conditions which are hereby made conditions precedent to the issuance and delivery of such Subordinate Bonds:

(a) The City shall be in compliance with all covenants set forth in this Sublease and the Indenture.

(b) The Net Revenues of the Water Enterprise, calculated on sound accounting principles, as shown by the books of the City for the latest Fiscal Year or any more recent twelve (12) month period selected by the City ending not more than sixty (60) days prior to the adoption of the Subordinate Bonds Instrument pursuant to which such Subordinate Bonds are issued, as shown by the books of the City, plus, at the option of the City, any or all of the items hereinafter in this paragraph designated (i) and (ii), shall at least equal One Hundred percent (100%) of Maximum Annual Debt Service, with Maximum Annual Debt Service calculated on all Bonds to be Outstanding immediately

subsequent to the issuance of such Subordinate Bonds which have a lien on Net Revenues of the Water Enterprise. The items any or all of which may be added to such Net Revenues for the purpose of issuing or incurring Subordinate Bonds hereunder are the following:

(i) An allowance for Net Revenues from any additions to or improvements or extensions of the Enterprise to be made with the proceeds of such Subordinate Bonds, and also for Net Revenues from any such additions, improvements or extensions which have been made from moneys from any source but in any case which, during all or any part of such Fiscal Year or such twelve (12) month period, were not in service, all in an amount equal to ninety percent (90%) of the estimated additional average annual Net Revenues to be derived from such additions, improvements and extensions for the first thirty-six (36) month period in which each addition, improvement or extension is respectively to be in operation, all as shown in the written report of an Independent Consultant engaged by the City; and

(ii) An allowance for earnings arising from any increase in the Charges which has become effective prior to the incurring of such additional indebtedness but which, during all or any part of such Fiscal Year or such twelve (12) month period, was not in effect, in an amount equal to the amount by which the Net Revenues would have been increased if such increase in Charges had been in effect during the whole of such Fiscal Year or such twelve (12) month period, all as shown in the written report of an Independent Consultant engaged by the City.

(c) The Subordinate Bonds Instrument providing for the issuance of such Subordinate Bonds under this Section 2.13 and Section 3.08 of the Indenture shall provide that:

(i) The proceeds of such Subordinate Bonds shall be applied to the acquisition, construction, improvement, financing or refinancing of additional facilities, improvements or extensions of existing facilities within the Water Enterprise, or otherwise for facilities, improvements or property which the City determines are of benefit to the Water Enterprise, or for the purpose of refunding any Bonds in whole or in part, including all costs (including costs of issuing such Subordinate Bonds and including capitalized interest on such Subordinate Bonds during any period which the City deems necessary or advisable) relating thereto;

(ii) Interest on such Subordinate Bonds shall be payable on an Interest Payment Date; and

(iii) The principal of such Subordinate Bonds shall be payable on April 1 in any year in which principal is payable.

Section 2.14. Information Provided to the Lender. The City shall provide the following information and documentation to the Lender:

(a) Immediate notice by telephone, promptly confirmed in writing, of any event, action or failure to take any action which constitutes a default by CLP or an Event of Default by City, together with a detailed statement by an authorized representative of the City describing the steps being taken by the City to cure the effect of such Event of Default.

(b) Prompt written notice of any Material Litigation, or any investigation, inquiry or similar proceeding by any Governmental Authority.

(c) Promptly upon notice thereof, any termination or cancellation of any insurance policy which the City is required to maintain, or any uninsured or partially uninsured loss through liability or property damage, or through fire, theft or any other cause affecting the System in excess of an aggregate of \$500,000.

(d) With reasonable promptness, such other information respecting the Water Enterprise, the City and the operations, affairs and financial condition of the City as the Lender may from time to time reasonably request.

ARTICLE III

CLOSING DATE; TERM

Section 3.01. Closing Date; Cancellation of Lease. This Lease shall be effective from the Closing Date and shall terminate on the Lease Termination Date.

Section 3.02. Reserved.

Section 3.03. Term. CLP shall provide the System and other services provided for hereunder for a term commencing on the Closing Date and continuing until the Lease Termination Date (the "Term"). In addition, the City and CLP hereby agree that following the Lease Termination Date, the City, in its sole discretion, shall have the option to request CLP to continue to perform the Operations and Maintenance of the System for such period of time as the City and CLP shall agree. The City and CLP shall negotiate in good faith as to the compensation to be paid to CLP for the performance of the Operations and Maintenance of the System following the Lease Termination Date.

Section 3.04. Condemnation. If the real property on which the System is located or any portion thereof is taken under the power of eminent domain or sold under the threat of the exercise of said power (all of which are herein called "condemnation"), any award for the taking of all or any part of the System shall be the property of the City, to the extent it is compensation for the taking of the fee or as severance damages or for the City's personal property which comprise a portion of the System, and shall be paid to the Lender to the extent there are any Base Rent payments outstanding, in an amount sufficient to prepay such Base Rent payments. In the event of a partial taking of the real property on which the System is located, the City shall use the proceeds of the condemnation received by the City to restore (to the extent of such proceeds) the System to a complete architectural unit of a quality, appearance and functional utility at least consistent with the System as there existed prior to the taking. The parties agree that CLP and the City shall each receive independently its relocation assistance.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

Section 4.01. Representations of City. The City hereby represents to the Corporation as follows:

(a) ***Valid Existence.*** The City is a municipal corporation duly organized and validly existing under the Constitution and laws of the State.

(b) ***Power to Enter into Agreements.*** The City is authorized to enter into the Lease Agreement and this Sublease and perform all of its obligations thereunder and hereunder.

(c) ***Due Authorization and Execution.*** The Lease Agreement and this Sublease and the refinancing of the Existing Lease have been duly authorized by all necessary action on the part of the City. The representatives of the City executing this Sublease and the Lease Agreement are fully authorized to execute the same under official action taken by the City.

(d) ***Enforceability of Agreements.*** The City represents, covenants, and warrants that the Lease Agreement and this Sublease are valid and binding obligations of the City, enforceable in accordance with their respective terms, except as such enforceability may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally and by the application of equitable principles.

(e) ***No Violation of Law or Breach of Contract.*** The execution and delivery of the Lease Agreement and this Sublease and compliance with the provisions thereof and hereof will not (i) violate any applicable provision of statutory law or regulation, (ii) breach or otherwise violate any existing obligation of the City under any court order or administrative decree to which the City is subject, or (iii) breach, or result in a default under, any loan agreement, note, resolution, indenture, contract, agreement, or other instrument (including without limitation, the Existing Lease) to which the City is a party or is otherwise subject or bound.

(f) ***No Adverse Litigation.*** No litigation is pending before any court or administrative agency or, to the knowledge of the City, threatened against the City (i) regarding the System, (ii) that will materially adversely affect the ability of the City to perform its obligations under the Lease Agreement and this Sublease, or (iii) with respect to the Existing Lease.

(g) ***No Defaults.*** During its prior ten (10) Fiscal Years, the City has not non-appropriated or defaulted under any of its payment or performance obligations or covenants, either under any financing lease of the same general nature as this Sublease, or under any of its bonds, notes, or other debt obligations.

(h) ***Fee Title; Encumbrances.*** Concurrently with the execution and delivery of the Lease Agreement and the Sublease, the City is the owner in fee of title to the

System. No lien or encumbrance on the System materially impairs the City's use of the System for the purposes for which it is, or may reasonably be expected to be, held. The Lease Agreement and this Sublease are the only leases that encumber the System.

(i) **Use of the System.** During the term of this Sublease, the System will be used by the City only for the purpose of performing one or more governmental or proprietary functions of the City consistent with the permissible scope of the City's authority.

(j) **Current Compliance.** The City is in all material respects in compliance with all laws, regulations, ordinances, and orders of public authorities applicable to the System.

(k) **Flooding Risk.** The Facility is not located in a flood hazard area and has never been subject to material damage from flooding.

(l) **Financial Condition.** The financial statements of the City related to the Water Enterprise for the year ended June 30, 2014, supplied to the Lender (i) were prepared in accordance with generally accepted accounting principles, consistently applied, and (ii) fairly present the financial condition of the Water Enterprise as of the date of the statements. There has been no material adverse change in the financial condition of the Water Enterprise subsequent to June 30, 2014.

(m) **Role of the Lender.** The City acknowledges that: (a) the Lender is acting solely as assignee of CLP's interests in the Lease Agreement and the Sublease for its own account and not as a fiduciary for the City or in the capacity of broker, dealer, municipal securities underwriter, placement agent, or municipal advisor; (b) the Lender has not provided, and will not provide, financial, legal, tax, accounting or other advice to or on behalf of the City with respect to the assignment of CLP's interests in the Lease Agreement and the Sublease; and (c) the City has sought and obtained financial, legal, tax, accounting and other advice (including as it relates to structure, timing, terms and similar matters) with respect to the lease financing transaction from its financial, legal, and other advisors (and not the Lender) to the extent that the City desired to obtain such advice.

(n) **Accuracy of Information.** All information, reports and other papers and data furnished by the City to the Lender were, at the time the same were so furnished, complete and accurate in all material respects and insofar as necessary to give the Lender a true and accurate knowledge of the subject matter and were provided in expectation of the Lender's reliance thereon in entering into the transactions contemplated by this Sublease. No fact is known to the City which has had or, so far as the City can now reasonably foresee, may in the future have a Material Adverse Effect, which has not been set forth in the financial statements previously furnished to the Lender or in other such information, reports, papers and data or otherwise disclosed in writing to the Lender prior to the Closing Date. Any financial, budget and other projections furnished to the Lender by the City or its or their agents were prepared in good faith on the basis of the assumptions stated therein, which assumptions were fair and reasonable in light of the

conditions existing at the time of delivery of such financial, budget or other projections, and represented, and as of the date of this representation, represent the City's best estimate of its future financial performance. No document furnished nor any representation, warranty or other written statement made to the Lender in connection with the negotiation, preparation or execution of this Sublease contains or will contain any untrue statement of a material fact or omits or will omit to state (as of the date made or furnished) any material fact necessary in order to make the statements contained herein or therein, in light of the circumstances under which they were or will be made, not misleading.

Section 4.02. Representations of CLP. CLP represents and covenants for the benefit of the City and the Lender as follows:

(a) ***Valid Existence.*** CLP has been duly organized and is validly existing as a corporation under the laws of the State.

(b) ***Power to Enter into Agreements.*** CLP is authorized under the terms of its articles of incorporation and bylaws to enter into the Lease Agreement and this Sublease, and the Assignment Agreement and perform all of its obligations thereunder and hereunder.

(c) ***Due Authorization and Execution.*** The Lease Agreement, this Sublease, and the Assignment Agreement have been duly authorized by all necessary action on the part of CLP. The representatives of CLP executing this Sublease, the Lease Agreement, and the Assignment Agreement are fully authorized to execute the same under official action taken by the Board of Directors of CLP.

(d) ***Enforceability of Agreements.*** CLP represents, covenants, and warrants that all requirements have been met and procedures have occurred in order to ensure the enforceability of the Lease Agreement, this Sublease, and the Assignment Agreement (except as such enforceability may be limited by bankruptcy, insolvency, or other laws affecting creditors' rights generally and by the application of equitable principles).

ARTICLE V

COORDINATION OF WORK

Section 5.01. Representative of CLP. The following principals of CLP are hereby designated as being the principals and representatives of CLP authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

(a) William J. Simmons; and

(b) Thomas P. Simmons.

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for the City to enter this Sublease. Therefore, the foregoing principals shall be responsible during the term of this Sublease for directing all

activities of CLP and devoting sufficient time to personally supervise the services hereunder. For purposes of this Sublease, the foregoing principals may not be replaced nor may their responsibilities be substantially reduced by CLP without the express written approval of the City.

Section 5.02. Lease Officer. The Lease Officer shall be the Director of Public Works or her designee. It shall be CLP's responsibility to assure that the Lease Officer is kept informed of the progress of the performance of the services and CLP shall refer any decisions which must be made by City to the Lease Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Lease Officer, unless City Council approval is required by law.

Section 5.03. Independent Contractor. It is expressly understood and agreed that CLP is an independent contractor as distinguished from an employee or agent of the City in the performance of this Sublease. CLP acknowledges the independent contractual relationship and releases the City from any liability or obligation to make deductions or withholding for the compensation for any officer, agent or employee thereof in respect to unemployment, income tax, disability, social security, health, pension or retirement benefits. It is expressly understood no officer, agent or employee of CLP shall have any City status or benefit, including health, retirement and workers' compensation benefits.

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

ARTICLE VI

PROHIBITION AGAINST ASSIGNMENT

Section 6.01. Prohibition on Transfer. This Sublease contemplates the personal services of CLP and CLP's employees, and the parties acknowledge that a substantial inducement to City for entering this Sublease was and is the professional reputation and competence of CLP and CLP's employees. CLP shall not assign its rights or delegate its duties hereunder, or any interest herein, or any portion hereof (hereinafter "transfer") except in those limited circumstances specifically described in this Article VI.

Section 6.02. Assignment Prohibited. CLP shall not mortgage, hypothecate or otherwise encumber or assign its right, privilege or obligation pursuant to the provisions of this Sublease without the written consent of the City. Any attempted assignment, mortgaging, hypothecation or encumbering of the rights, privileges or obligations or other violation of the provisions of this Section shall be null and void and shall confer no right, title or interest in or to this Sublease, upon any such assignee, mortgagee, encumbrancer, pledgee or other lien holder, subtenant, successor or purchaser. A consent by the City to one assignment, mortgage, hypothecation, encumbrance or sublease shall not be deemed to be a consent to any subsequent assignment, mortgage, hypothecation, encumbrance or sublease. The parties agree that the City has imposed this condition for the reason that it has entered into this Sublease with CLP only on

the basis that William J. Simmons and Thomas P. Simmons will continually, during the term of this Sublease, provide personal services in connection with the same. The City would not have entered into this Sublease except upon the representations and upon the express agreement of said William J. Simmons and Thomas P. Simmons that said William J. Simmons and Thomas P. Simmons would devote whatever personal time is necessary to the management of this Sublease. From a business standpoint, the City would not have considered operation by any other person as being a reasonable substitute for said William J. Simmons and Thomas P. Simmons and, rather, would consider if William J. Simmons and Thomas P. Simmons are not able to provide said services, termination of this Sublease should be invoked.

Notwithstanding the foregoing, it is expressly understood and agreed that:

(a) ***Transfers of Underlying Ownership.*** So long as CLP is a corporation which, under the then current laws of California, is not deemed a public corporation, or is a non-incorporated association or partnership, the transfer, assignment or hypothecation of any stock or interest in such corporation, association or partnership in the aggregate in excess of 25% shall be deemed a transfer within the meaning and provisions of this Section 6.02; provided however, that a transfer or assignment of stock in CLP shall not be deemed to be a transfer within the meaning of this Article VI as long as William F. Simmons continues to own at least 51% or more of CLP's issued and outstanding stock after such transfer or assignment; and further provided that a transfer or assignment of stock in CLP which occurs as a result of a death of any shareholder of CLP other than William F. Simmons shall not be deemed to be a transfer within the meaning and provisions of this Article VI.

(b) ***Conditions to Permitted Transfers.*** Any transfer shall be subject to all of the terms and conditions of this Sublease. A transfer shall not release CLP from liability for the continued performance of the terms, covenants and provisions on the part of CLP to be kept and performed, and the transfer documents shall so provide. Thereafter, the City and the transferee may modify, amend, change or supplement this Sublease without notice to or consent of CLP and without releasing CLP and its successors from its liabilities and obligations under this Sublease, which liabilities and obligations shall remain in full force and effect and CLP shall thereafter be liable to perform the obligations of CLP under this Sublease, as so modified, amended, changed or supplemented.

(c) ***Right To Assign Certain Rights and Interests.*** Notwithstanding the prohibitions on transfer provided above, this Sublease and the right to receive Base Rent hereunder, but excluding the right to receive Additional Rent and excluding all of CLP's obligations hereunder, shall be assigned to the Lender on the date of the execution and delivery of this Sublease and may be reassigned by the Lender to one or more further assignees, without the consent of the City, pursuant to an assignment agreement substantially in the form set forth in Exhibit C attached hereto, provided that no such assignment shall be effective and binding on the City unless the City shall have received notice of the assignment or reassignment describing the name and address of the assignee, and provided further that the assignee shall have delivered to the City a letter of representations substantially in the form of Exhibit F attached hereto. Any such assignee

of the Lender shall have all the rights of the Lender under this Sublease. The City shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code and the regulations thereunder. Each assignee shall certify and agree in writing that such assignee has read and is familiar with the requirements of Sections 5950 through 5955 of the California Government Code, which prohibit the offer or sale of any security constituting a fractional interest in this Sublease of any portion thereof, without the prior written consent of the City. Violation by CLP of the provisions of Section 5951 of the California Government Code will constitute a material breach of this Sublease, upon which the City may impose damages in an amount equal to the greater of (i) \$500,000 or (ii) 10% of the aggregate principal portion of all Base Rent payments payable by the City during the entire Term, it being expressly agreed that the aforesaid amount shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically agreed that the aforesaid amount is presumed to be the amount of damages sustained by reason of any such violation, because from the circumstances and nature of the violation it would be impracticable and extremely difficult to fix actual damages. In addition, the City may exercise or pursue any other right or remedy it may have under this Sublease or applicable law.

Section 6.03. Right To Cure. The Lender shall have the right, but not the obligation, to cure any default under this Sublease in CLP's performance of the Operations and Maintenance of the System, and the City shall accept such performance by or at the insistence of the Lender as if the same had been made by CLP.

Section 6.04. Obligations of Lender in Possession. The Lender shall not have any personal liability for performance of any of CLP's obligations under this Sublease unless and until the Lender expressly assumes such obligations in writing, whereupon the Lender shall be obligated to perform such obligations unless and until this Sublease is terminated.

Section 6.05. Designees and Nominees. All references in this Sublease to the Lender shall be construed to also refer to the Lender's assignee, designee or nominee.

Section 6.06. Assignment; Subletting. During the Term of this Sublease, the City shall, subject to the provisions of Section 1.11 hereof and the further provisions of this Section, have the right to assign this Sublease or sublease the System to the State, any political subdivision of the State, any municipal corporation or any agency of the State so long as the System is used in the same manner as provided under this Sublease and CLP, the Lender and the City have received a Favorable Opinion of Bond Counsel with regard to such assignment or sublease. In addition, so long as the System is used in the same manner as provided in this Sublease, the City may, subject to receipt by CLP, the City and the Lender of a Favorable Opinion of Bond Counsel which shall be obtained by the City at its sole cost and expense, enter into long term leases (leases greater than 30 days including all renewal options) with any private entity (including the federal government, not-for-profit corporations, etc.). The City agrees to provide or cause to be provided any and all information requested by CLP, the Lender or Bond Counsel in connection with the City's assignment of this Sublease or sublease of the System. Any sublessee of the City hereunder may not sublease the System to any other sublessee. All costs incurred by CLP, the Lender and the City in connection with any assignment of this Sublease or the sublease of the System shall be paid by the City prior to the effective date of such assignment or sublease,

including, without limitation, costs, fees and expenses in obtaining a Favorable Opinion of Bond Counsel which the Lender deems reasonably necessary (which determination shall be made without reference to CLP's obligations under this Sublease). Notwithstanding anything herein to the contrary, in the event the System is subleased or this Sublease is assigned as provided in this Section, the City shall remain primarily responsible for all Rental Payments due hereunder and CLP and the Lender shall have no obligation to accept any Rental Payments from any sublessee or assignee hereunder. In addition, in the case of an assignment, the City shall deliver to CLP and the Lender an instrument, executed by the City and such assignee, in form reasonably acceptable to CLP and the Lender, containing an express assignment and assumption of all of the City's obligations under this Sublease and in the case of a sublease, such sublease shall be subject and subordinate to all the terms and conditions of this Sublease.

ARTICLE VII

DEFAULT

Section 7.01. Events of Default. The occurrence of any of the following events shall constitute a default by CLP:

- (a) failure to perform any provision of this Sublease to be performed by CLP if the failure to perform is not cured within 30 days after CLP and the Lender receives written notice thereof from the City. In the event that such default cannot reasonably be cured within 30 days, CLP shall not be in default of this Sublease if CLP commences to cure the default within such 30-day period and diligently and in good faith continues to cure the default until completion, provided the same is capable of being cured by CLP;
- (b) any attempted transfer contrary to the provisions of Article VI hereof;
- (c) the subjection of any right or interest of CLP in this Sublease to attachment, execution or other levy, or to seizure under legal process, if not released within 60 days; provided that the foreclosure of any encumbrance shall not be construed as a default within the meaning of this Section 7.01;
- (d) CLP shall file a petition in voluntary bankruptcy under the Bankruptcy Code of the United States or any similar law, state or federal, now or hereafter in effect;
- (e) CLP shall make an assignment for the benefit of creditors or shall admit in writing its inability to pay its debts generally as they become due or shall consent to the appointment of a receiver or trustee or liquidator of all or the major part of its property, or this Sublease; or
- (f) CLP shall file an answer admitting insolvency or inability to pay its debts; or within 60 days after the filing against CLP of any involuntary proceedings under such Bankruptcy Code or similar law, such proceedings shall not have been vacated or stayed; or a trustee or receiver shall be appointed for CLP or for all or the major part of CLP's property or this Sublease, in any involuntary proceeding, or any court shall have taken jurisdiction of all or the major part of CLP's property or this Sublease in any involuntary proceeding for the reorganization, dissolution, liquidation or winding up of CLP, and

such trustee or receiver shall not be discharged or such jurisdiction relinquished or vacated or stayed on appeal or otherwise stayed within 60 days.

Section 7.02. City Remedies; Right To Cure. If CLP shall have failed to cure a default by CLP after expiration of the applicable time for cure of a particular default, the City may, at its election, but without obligation therefor, subject to Article VI hereof, pursue all remedies provided at law or in equity for breach of this Sublease, except that the City may not terminate this Sublease and the City may not withhold or fail to refuse to pay any Base Rent payment as the same becomes due hereunder. The City shall provide prompt written notice to the Lender of any default by CLP hereunder and shall provide to the Lender a reasonable opportunity to cure such default.

Section 7.03. Self-Help. As material consideration for the City's willingness to enter this Sublease, CLP acknowledges and agrees that the City has reserved the right under this Sublease to at any time inspect the System and to cure an alleged default by CLP under this Sublease, regardless of whether CLP disagrees with the City's allegations that CLP is in default. The City may, but shall not be required to, cure a default by CLP at CLP's cost, and the cost of such cure, together with interest thereon, at the lesser of (a) 15%; and (b) the maximum rate permitted by law, shall be immediately due from CLP to the City hereunder.

ARTICLE VIII

DEFAULT BY THE CITY

Section 8.01. Events of Default. Each of the following shall constitute an "Event of Default" under this Sublease:

(a) The City's failure to pay any Base Rent with ten (10) days of when the same shall become due and payable pursuant to Section 2.01(a) hereof.

(b) The City's breach of any other term, covenant or condition contained herein, and failing to remedy any such breach with all reasonable dispatch within a period of 30 days after written notice thereof from CLP or the Lender to the City, or, if such breach cannot be remedied within such 30 day period, failing to institute corrective action within such 30 day period and diligently pursuing the same to completion.

(c) The City's filing of any petition or instituting any proceeding under any act or acts, state or federal, dealing with or relating to the subject of bankruptcy or insolvency or under any amendment of such act or acts, either as a bankrupt or as an insolvent or as a debtor or in any similar capacity, wherein or whereby the City asks or seeks or prays to be adjudicated a bankrupt, or is to be discharged from any or all of the City's debts or obligations, or offers to its creditors to effect a composition or to effect a plan of reorganization or for a readjustment of the City's debts or for any other similar relief, or any such petition or any such proceedings of the same or similar kind of character being filed or being instituted or taken against the City, or a receiver of the business or of the property or assets of the City being appointed by any court, or the City's making a general or any assignment for the benefit of the City's creditors.

- (d) The occurrence of a default or an event of default under the Indenture.

Section 8.02. Remedies. Upon the occurrence of an Event of Default under this Sublease, CLP or the Lender may, with or without notice and demand and without limiting any other rights or remedies CLP or the Lender may have:

(a) With respect to the Lender only, declare all Base Rent for the entire Term of this Sublease and all other amounts payable to the Lender under this Sublease to be immediately due and payable.

(b) Maintain this Sublease in full force and effect and recover rent and other monetary charges as they become due, without terminating the City's right to possession, regardless of whether or not the City has abandoned the System. CLP shall have the right to relet the System at such rent, upon such conditions and for such term, and to do all other acts to maintain or preserve the System, as CLP deems necessary or desirable, provided, however that no such actions shall be deemed to terminate this Sublease. Any portion of the System removed may be stored by CLP at the City's sole cost and expense.

(c) Terminate the City's right to possession of the System by giving a written notice of termination to the City. On the date specified in such notice (which shall be not less than thirty (30) days after the giving of such notice) the City's right to possession of the System shall terminate, unless on or before such date all arrears of rental and all other sums payable by the City under this Sublease, and all costs and expenses incurred by or on behalf of CLP hereunder, including attorney's fees incurred in connection with such defaults, shall have been paid by the City and all other defaults under the satisfaction of CLP.

Section 8.03. Retention of Funds. CLP hereby authorizes the City to deduct from any amount payable to CLP hereunder, other than from the Base Rent payable hereunder, (a) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate the City for any losses, costs, liabilities, or damages suffered by the City by reason of CLP's acts or omissions in performing or failing to perform CLP's obligations under this Sublease; and (b) all amounts for which the City may be liable to third parties by reason of CLP's acts or omissions in performing or failing to perform CLP's obligations under this Sublease. In the event that any claim is made by a third party, the amount or validity of which is disputed by CLP, or any indebtedness shall exist which shall appear to be the basis for a claim, the City may withhold from any such amount payable to CLP hereunder, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of the City to exercise such right to deduct or to withhold shall not, however, affect the obligations of CLP to insure, indemnify, and protect the City as elsewhere provided herein.

Section 8.04. Application of Proceeds. All damages and other payments received by CLP pursuant to the exercise of its rights and remedies pursuant to Section 8.02 hereof shall be applied to the payment or prepayment of the outstanding Base Rent.

Section 8.05. Waiver. The waiver by CLP or the Lender of any breach by the City of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant or condition hereof.

Section 8.06. No Termination of Lease. Any provision hereto to the contrary notwithstanding, until such time as all Base Rent for the entire Term of this Sublease and all other amounts owed to the Lender shall have been paid in full, CLP may not terminate this Sublease or waive any breach by the City of any term, covenant or condition hereof without the prior written consent of the Lender.

ARTICLE IX

INSURANCE; INDEMNIFICATION

Section 9.01. Insurance Provided by City. The City shall procure and maintain or caused to be procured and maintained the following insurance:

(a) comprehensive general liability insurance naming CLP and the Lender as additional insureds from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out of or in any manner connected with the construction, condition or operation of the System in an amount not less than \$10,000,000.00, subject to a deductible not to exceed \$250,000; and

(b) fire, lightning and extended coverage insurance on the Facility and the System in an amount equal to 100% of the then current replacement cost of the Facility and the System. Such insurance may be subject to a deductible not to exceed \$250,000. The extended coverage endorsement shall, as nearly as practicable, cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, smoke, vandalism and malicious mischief and such other hazards as are normally covered by such endorsement. Each such policy of insurance with respect to the System shall contain a clause making all losses payable to the Lender, CLP and the City as their respective interests may appear.

Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided or cancelled by either party except after 30 days' prior written notice to CLP and the Lender, and shall be primary and not contributing to any other insurance or self-insurance maintained by CLP.

The City shall, upon procurement of such insurance, deliver to CLP and the Lender certificates of insurance and original endorsements for approval as to sufficiency and form. The certificate and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. "Claims made" policies of insurance are not acceptable unless the City Risk Manager determines that "occurrence" policies are not available in the market for the risk being insured. If a "claims made" policy is accepted, it must provide for an extended reporting period of not less than 180 days. CLP reserves the right to require complete certified copies of all said policies at any time. The procuring of

insurance shall not be construed as a limitation on liability or as full performance of the indemnification provisions of this Sublease.

Section 9.02. Insurance Provided by CLP. During the term of this Sublease, the following insurance requirements shall be in effect.

(a) CLP shall obtain commercial general liability insurance coverage of not less than \$10,000,000 per occurrence and \$10,000,000 in the aggregate for third-party liability bodily injury and property damage arising from CLP's activities with respect to the System.

(b) Business Auto Liability insurance coverage for all owned and non-owned vehicles with a combined single limit of at least \$1,000,000 per occurrence; and

(c) a program of Workers' Compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State and which specifically covers all persons providing services on behalf of CLP and all risks to such persons under this Sublease.

Section 9.03. Indemnification. CLP shall defend, indemnify, and hold harmless the City and the Lender, and their respective officials, officers, agents and employees, against, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, whether or not reduced to judgment ("claim" or "claims") that may be asserted or claimed by any person, firm or entity arising from or attributable to or caused directly or indirectly by CLP, CLP's employees or agents in the performance of work under this Sublease, or any alleged negligent or intentional act, omission or misrepresentation by CLP, CLP's employees or agents, which act, omission or misrepresentation is connected in any way with performance of work under this Sublease, and in connection therewith:

(a) CLP shall give the City and the Lender notice of any claim within 10 calendar days after CLP has actual notice of the claim;

(b) CLP shall promptly pay any settlement or judgment rendered against the City or the Lender, its officials, officers, agents or employees, for any such claims or liabilities arising out of or in connection with the performance of or failure to perform such work, operations or activities of CLP hereunder; and

(c) in the event the City or the Lender, its officials, officers, agents or employees is made a party to any action or proceeding filed or prosecuted against CLP for such damages or other claims, CLP shall pay to the City or the Lender, its officials, officers, agents or employees, any and all costs and expenses incurred by the City or the Lender, its officers, agents or employees, in such action or proceeding, including, but not limited to, legal costs and attorneys' fees.

ARTICLE X

RECORDS AND REPORTS

Section 10.01. Reports. CLP shall periodically prepare and submit to the Lease Officer such reports concerning the performance of the services required by this Sublease as the Lease Officer shall reasonably require.

Section 10.02. Records. CLP shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this Sublease and enable the Lease Officer to evaluate the performance of such services. The Lease Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. A copy of all records shall be physically maintained in an office in Los Angeles County, California or shall be provided, without expense, to the City with 24 hours' notice, by "E-Mail" or other "on-line" service readily accessible to the City. All records concerning the development of the System, any additional services performed in accordance with Section 1.08 above, and any plans, specifications and/or drawings pertaining to the System shall be maintained by CLP throughout the term of this Sublease and shall be delivered to the City upon expiration or sooner termination of this Sublease. All other records concerning routine maintenance shall be maintained for a period of not less than three years following completion of the services hereunder. The City shall have access to all such records, upon request.

Section 10.03. Ownership of Data. All materials, information and data prepared, developed, or assembled by CLP or furnished to CLP in connection with this Sublease, including, but not limited to, documents, estimates, calculations, studies, maps, graphs, charts, computer disks, computer source documentation, samples, models, reports, summaries, drawings, designs, specifications, notes, plans, information, material, and memoranda ("Data") shall be the exclusive property of the City. Data shall be given to the City, and the City shall have the unrestricted right to use and disclose the Data in any manner and for any purpose without payment of further compensation to CLP. Copies of Data may be retained by CLP but CLP warrants that Data shall not be made available to any person or entity for use without the prior approval of the City. Said warranty shall survive termination of this Sublease for five years. All subcontractors shall provide for assignment to the City of any documents or materials prepared by them, and in the event CLP fails to secure such assignment, CLP shall indemnify the City for all damages resulting therefrom.

Section 10.04. Copyright and Patent Rights.

(a) CLP shall place the following copyright protection on all Data: "City of Lakewood, California 2008."

(b) City reserves the exclusive right to seek and obtain a patent or copyright registration on any Data or other result arising from CLP's performance of this Sublease. By executing this Sublease, CLP assigns any ownership interest CLP may have in the Data to the City.

(c) CLP warrants that the Data does not violate or infringe any patent, copyright, trade secret or other proprietary right of any other party. CLP agrees to and shall protect, defend, indemnify and hold the City, its officials and employees harmless from any and all claims, demands damages, loss, liability, causes of action, costs or expenses (including reasonable attorneys' fees) whether or not reduced to judgment, arising from any breach or alleged breach of this warranty.

Section 10.05. Release of Documents. CLP shall not release Data publicly without the prior written approval of the Lease Officer.

Section 10.06. Records and Accounts. The City will keep proper books of record and accounts in which complete and correct entries shall be made of all transactions relating to the Water Enterprise. Said books shall, upon prior request, be subject to the reasonable inspection of the Lender, or its representatives authorized in writing, upon not less than two Business Days' prior notice to the City.

ARTICLE XI

ENFORCEMENT OF CONTRACT

Section 11.01. California Law. This Lease shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Sublease shall be instituted in the South District of the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and CLP covenants to and shall submit to the personal jurisdiction of such court in the event of such action.

Section 11.02. Disputes. In the event of any dispute arising under this Sublease, the injured party shall notify the injuring party in writing of its contentions. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to resolve such dispute within 10 days after service of such notice and completes the resolution of such dispute within 45 days after notice, or such longer period as may be permitted by the injured party; provided that, if the dispute involves an immediate danger to the health, safety and general welfare, immediate action may be necessary. Compliance with the provisions of this Section shall be a condition precedent to any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not resolved.

Section 11.03. Retention of Funds. CLP hereby authorizes the City to deduct from any amount payable to CLP hereunder, other than from the Base Rent payable hereunder, (a) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by the City; and (b) all amounts for which the City may be liable to third parties, by reason of CLP's acts or omissions in performing or failing to perform CLP's obligation under this Sublease. In the event that any claim is made by a third party, the amount or validity of which is disputed by CLP, or any indebtedness shall exist which shall appear to be the basis for a claim, the City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of the City to exercise such right to deduct or to

withhold shall not, however, affect the obligations of CLP to insure, indemnify, and protect the City as elsewhere provided herein.

Section 11.04. Waiver. The acceptance of any services or the payment of any money by the City shall not operate as a waiver of any provision of this Sublease, or of any right to damages or indemnity stated in this Sublease. The waiver of any breach of this Sublease shall not constitute a waiver of any other or subsequent breach of this Sublease.

Section 11.05. Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Sublease, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

Section 11.06. Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Sublease, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Sublease.

Section 11.07. Attorneys' Fees. If either party to this Sublease is required to initiate or defend or is made a party to any action or proceeding in any way connected with this Sublease, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees for both its in-house counsel devoting time to the matter and any outside counsel retained to handle the dispute. Attorneys' fees shall include attorneys' fees on any appeal, and in addition, a party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE XII

NONLIABILITY AND CONFLICT OF INTEREST

Section 12.01. Nonliability of City Officials and Employees. No official or employees of the City shall be personally liable to CLP, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to CLP or to its successor, or for breach of any obligation of the terms of this Sublease.

Section 12.02. Conflict of Interest. CLP warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Sublease.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

Section 13.01. Notice. Any notice required or permitted hereunder shall be in writing and deemed to have been given or delivered, as the case may be, when personally delivered, or

seven days after deposit in the United States Post Office, certified or registered mail, return receipt requested, postage prepaid, (or on the date shown on the return receipt, if earlier), or one business day after deposit with a national overnight express carrier, such as FedEx, charges prepaid, addressed as follows:

If to CLP	CLP Holdings, Inc. 2961 Redondo Avenue Long Beach, California 90806 Attention: Bill Simmons
If to the City	City of Lakewood 5050 North Clark Avenue Lakewood, California 90712 Attention: City Clerk
With a copy to:	City of Lakewood 5050 North Clark Avenue Lakewood, California 90712 Attention: Director of Public Works
If to the Lender	Compass Bank 801 South Figueroa Street, Suite 1100 Los Angeles, California 90017 Attention: Anthony Deluca
With a copy to:	Mail Delivery Compass Bank Credit Risk Operations P.O. Box 1190 Leander, Texas 78646 Attention: Nancy Allen
Overnight Delivery	Compass Bank Credit Risk Operations 201 North Highway 183 Leander, Texas 78641 Attention: Nancy Allen

Notice of change of address shall be given in the same manner as stated herein for other notices.

Section 13.02. Interpretation. The terms of this Sublease shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Sublease or any other rule of construction which might otherwise apply.

Section 13.03. Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Sublease and this Sublease supersedes and

cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, other than this Sublease and none shall be used to interpret this Sublease. This Lease may be amended at any time by the mutual consent of the parties by an instrument in writing, with the written consent of the Lender.

Section 13.04. Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Sublease shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs or sections of this Sublease which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Sublease meaningless.

Section 13.05. Corporate Authority. The persons executing this Sublease on behalf of the parties hereto warrant that (a) such party is duly organized and existing; (b) they are duly authorized to execute and deliver this Sublease on behalf of said party; (c) by so executing this Sublease, such party is formally bound to the provisions of this Sublease; and (d) the entering into this Sublease does not violate any provision of any other Lease to which said party is bound.

Section 13.06. Third-Party Beneficiary. This Lease is not intended or designed to or entered for the purpose of creating any benefit or right for any person or entity of any kind that is not a party to this Sublease, except for the Lender, which shall be a third-party beneficiary hereof.

Section 13.07. Construction. All provisions hereof are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each Section hereof. The necessary grammatical changes required to make the provisions of this Sublease apply to either corporations, associations, partnerships or individuals, males or females, shall in all instances be assumed as though in each case fully expressed. This Lease has been the subject of extensive negotiations between the parties, and the interpretation hereof shall not be based upon any party being the draftsman hereof.

Section 13.08. Force Majeure. In the event that either party is delayed or hindered from the performance of any act required hereunder by reason of acts of God, strikes, boycotts, lock-outs, labor troubles, inability to procure materials not related to the price thereof, failure of power, restrictive governmental laws and regulations, riots, civil unrest, acts of terrorism, insurrection, war, declaration of a state or national emergency or other reasons of a like nature not the fault of such party, then performance of such acts shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay; provided however, that no force majeure event shall excuse the City from making Base Rent payments hereunder when due; provided further, however, that Force Majeure shall not be deemed to exist to the extent that materials and supplies are not available from CLP's preferred providers due to strikes, boycotts, lock-outs or labor troubles if such materials and supplies are otherwise available from other reputable suppliers at comparable costs and CLP is permitted to obtain such materials and supplies from such suppliers under this Sublease and any applicable laws, ordinances and regulations.

Section 13.09. Impairment of Title. The City hereby covenants to notify CLP and the Lender in writing within 30 days of each and every occurrence which may impair the City's title to the System. Such occurrences include, but are not limited to, default on a trust deed, transfer of any interest in any trust deed, notification of any lien recordation, and notification of any foreclosure. The City further agrees to notify CLP and the Lender, in writing, within 30 days of receipt of any written notice regarding redevelopment, zoning, or conditional use permits which affect the System.

Section 13.10. Estoppel Certificate. Either party shall at any time upon not less than 30 days' prior written notice from the other party execute, acknowledge and deliver to the requesting party a statement in writing (a) certifying that this Sublease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Sublease, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any; and (b) acknowledging that there are not to the declarant's knowledge, any uncured defaults on the part of either party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by the Lender or any other interested party. Failure to deliver such statement within such time shall be conclusive evidence (i) that this Sublease is in full force and effect without modification except as may be represented by the requesting party in the written request for the certificate, (ii) that there are no uncured defaults in either party's performance, and (iii) that not more than one month's Base Rent has been paid in advance.

IN WITNESS WHEREOF, the parties have executed and entered into this Sublease as of the date first written above.

CITY OF LAKEWOOD,
a municipal corporation

CLP HOLDINGS, INC.,
a California corporation

By _____
Todd Rogers, Mayor

By _____
William J. Simmons, Vice President

Attest:

By _____
Jo Mayberry, CMC, City Clerk

By _____
Thomas P. Simmons, Vice President

“City”

“CLP”

Date _____

Date _____

Address:
5050 North Clark Avenue
Lakewood, California 90712
Attention: City Clerk
Telephone (562)866-9771
Facsimile (562)866-0505

Address:
2961 Redondo Avenue
Long Beach, California 90806
Attention: Bill Simmons
Telephone (562) 983-2000
Facsimile (562) 983-7870

EXHIBIT A

DEFINED TERMS

"Additional Rent" means the amounts payable by the City under this Sublease in consideration for CLP's performance of the Operations and Maintenance of the System as in the amounts forth in Exhibit E to this Sublease.

"Base Rent" means the amounts payable by the City under this Sublease in consideration for the use and possession of the System as set forth in Exhibit E to this Sublease.

"Bond Counsel" means any firm of nationally recognized municipal bond attorneys, mutually selected by the City, experienced in the issuance of municipal bonds and matters relating to the exclusion of the interest thereon from gross income for federal income tax purposes.

"Bonds" means the 2004 Bonds and any Parity Bonds issued and at any time Outstanding under the Indenture, this Sublease and under a Parity Bonds Instrument.

"Business Day" means a day which is not a Saturday or Sunday or a day on which banking institutions located in New York, New York, or Los Angeles, California are authorized or required by executive or other governmental order or law to be closed for commercial banking purposes.

"Charges" means fees, tolls, assessments, rates and charges prescribed by the City Council of the City of Lakewood, for the services and facilities of the Water Enterprise furnished by the City.

"Closing Date" means April 1, 2015.

"Code" means the Internal Revenue Code of 1986, as amended, and the regulations issued thereunder or any successor thereto. Reference to any particular Code section shall, in the event of such successor Code, be deemed to be reference to the successor to such Code section.

"Debt Service" means, during any period of computation, the amount obtained for such period by totaling the following amounts:

- (a) The principal amount of all Outstanding Serial Bonds payable by their terms in such period;
- (b) The principal amount of all Outstanding Term Bonds scheduled to be paid or redeemed by operation of mandatory Sinking Fund Installments in such period; and
- (c) The interest which would be due during such period on the aggregate principal amount of Bonds which would be Outstanding in such period if the Bonds are paid or redeemed as scheduled.

“Default Rate” means a rate of interest equal to the interest rate with respect to the interest component of the Base Rent payment, plus 5%.

“*Defeasance Obligations*” means (a) cash and (b) Federal Securities. Any security used for defeasance must provide for the timely payment of principal and interest and cannot be callable or prepayable prior to maturity or earlier redemption of the rated debt (excluding securities that do not have a fixed par value and/or whose terms do not promise a fixed dollar amount at maturity or call date).

“*Determination of Taxability*” means any determination, decision or decree by the Commissioner of Internal Revenue, or any District Director of Internal Revenue, or any court of competent jurisdiction, to the effect that an Event of Taxability shall have occurred; provided, however, that the City shall have the opportunity to take such remedial action necessary to restore the tax-exempt status of the interest component of the Base Rent payments under this Sublease. A Determination of Taxability also shall be deemed to have occurred on the first to occur of the following:

- (a) the date when the City files any statement, supplemental statement, or other tax schedule, return or document, which discloses that an Event of Taxability shall have occurred;

- (b) the effective date of any federal legislation enacted after the date of this Sublease or promulgation of any income tax regulation or ruling by the Internal Revenue Service that causes an Event of Taxability after the date of this Lease; or

- (c) a sale or other deliberate action within the meaning of Treas. Reg. § 1.141-2(d), occurs with respect to all or a portion of the Project without the City furnishing the Lender with an opinion of Special Counsel to the effect that such change in use (and accompanying remedial action, if any) will not cause the interest components of the Base Rent payments to become includable in the gross income of the recipient.

“*Existing Lease*” means, the Photovoltaic System Lease, dated as of May 7, 2008, between CLP and the City.

“*Event of Taxability*” means, with respect to this Sublease, (a) the application of the proceeds of this Sublease in such manner that this Sublease becomes an “arbitrage bond” within the meaning of Code Sections 103(b)(2) and 148, and with the result that interest components of the Base Rent payments are or become includable in a recipient’s gross income (as defined in Code Section 61); or (b) if as the result of any act, failure to act or use of the proceeds of this Sublease or any misrepresentation or inaccuracy in any of the representations, warranties or covenants contained in this Sublease by the City or the enactment of any federal legislation or the promulgation of any federal rule or regulation after the date of this Sublease, the interest component of Base Rent payments is or becomes includable in a recipient’s gross income (as defined in Code Section 61); and (c) with respect to (a) and (b), the City does not undertake any remedial action afforded to it by the Internal Revenue Service.

“*Favorable Opinion of Bond Counsel*” means, with respect to any action the occurrence of which requires such an opinion, an opinion of Bond Counsel to the effect that such action is

permitted under this Sublease and will not, in and of itself, cause the interest component of the Base Rent to be included in gross income for purposes of federal income taxation or to be subject to State personal income taxation.

“Federal Securities” means (a) Direct obligations (other than an obligation subject to variation in principal repayment) of the United States of America (“U.S. Treasury Obligations”), (b) obligations fully and unconditionally guaranteed as to timely payment of principal and interest by the United States of America, (c) obligations fully and unconditionally guaranteed as to timely payment of principal and interest by any agency or instrumentality of the United States of America when such obligations are backed by the full faith and credit of the United States of America, or (d) evidence of ownership of proportionate interests in future interest and principal payments on obligations described above held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligator and the underlying government obligations are not available to any person claiming through the custodian or to whom the custodian may be obligated.

“Fiscal Year” means the period commencing on July 1 of each year and terminating on the next succeeding June 30.

“Gross Revenues” means, for any period of computation, all revenues, income, rents, fees, charges, rates and other moneys and receipts derived or to be derived by the City from or attributable to the lease and operation of the Water Enterprise including, without limiting the generality of the foregoing, (i) all revenues attributable to the Water Enterprise or to the payment of the costs thereof received or to be received by the City under any contract for service from the Water Enterprise or any part thereof or any contractual arrangement, with respect to the use of the Water Enterprise or any portion thereof or the services or capacity thereof, (ii) the proceeds of any standby, water availability charges or connection fees collected by the City, (iii) the proceeds of any insurance covering business interruption loss relating to the Water Enterprise, and (iv) interest received on any invested moneys of the Water Enterprise, but excluding any proceeds of taxes restricted by law to be used by the City to pay bonds hereafter issued and any state and federal grants received by the City.

“Gross-Up Rate” means an interest rate applicable to the principal portion of Base Rent payments plus a rate sufficient such that the total interest to be paid on any Lease Payment Date would, after such interest was reduced by the amount of any federal income tax and state personal income tax (including any interest or penalties) actually payable thereon, be equal the amount of interest due with respect to the Base Rent payments calculated at the interest rate applicable to the principal portion of Base Rent payments.

“Indenture” means the Indenture of Trust, dated as of April 1, 2004, by and between the City and the Trustee.

“Independent Consultant” means any financial or engineering consultant (including without limitation any independent certified public accountant) with an established reputation in the field of municipal finance or firm of such consultants appointed and paid by the City, and who, or each of whom—

- (a) is in fact independent and not under domination of the City;
- (b) does not have any substantial identity of interest, direct or indirect, with the City; and
- (c) is not and no member of which is connected with the City as an officer or employee of the City, but who may be regularly retained to make annual or other audits of the books of or reports to the City.

“*Lease Termination Date*” means the earliest to occur of (a) the eighth anniversary of the Closing Date and the payment in full of all Base Rent payments hereunder; or (b) the City exercises its right to defease the Sublease pursuant to Section 2.01(e).

“*Lease Year*” means the 12-month period ending on each anniversary of the Closing Date.

“*Lender*” means Compass Bank, an Alabama banking corporation, and its successors and assigns.

“*Maintenance and Operation Costs*” means the reasonable and necessary costs spent or incurred by the City for maintaining and operating the Water Enterprise, calculated in accordance with sound accounting principles, and all reasonable and necessary expenses of management and repair and other expenses to maintain and preserve the Water Enterprise in good repair and working order, and including all reasonable and necessary administrative costs of the City attributable to the Water Enterprise and the Bonds, such as salaries and wages and the necessary contribution to retirement of employees, overhead, insurance, taxes (if any), expenses, compensation and indemnification of the Trustee, and fees of auditors, accountants, attorney or engineers, and including all other reasonable and necessary costs of the City or charges required to be paid by it to comply with the terms of the Bonds or the Indenture, but excluding depreciation, replacement and obsolescence charges or reserves therefore and amortization of intangibles or other bookkeeping entries of a similar nature.

“*Material Adverse Effect*” means, an event or occurrence which adversely affects in a material manner (1) the assets, liabilities, condition (financial or otherwise), business, facilities or operations of the Water Enterprise, (2) the ability of the City to carry out its business in the manner conducted as of the date of this Sublease or to meet or perform its obligations under this Sublease on a timely basis, (3) the validity or enforceability of this Sublease, or (4) the exclusion of the interest components of the Base Rent payments from gross income for federal income tax purposes or the exemption of such interest for state income tax purposes.

“*Material Litigation*” means any action, suit, proceeding, inquiry or investigation against the City relating to the Water Enterprise in any court or before any arbitrator of any kind or before or by any Governmental Authority, of which the City has notice or knowledge and which, (a) if determined adversely to the City, may have a Material Adverse Effect, (b) seeks to restrain or enjoin any of the transactions contemplated by this Sublease or the Lease Agreement, or (c) may adversely affect (i) the exclusion of interest with respect to the Base Rent payments from gross income for federal income tax purposes or the exemption of such interest for state income tax purposes or (ii) the ability of the City to perform its obligations under this Sublease.

“Maximum Annual Debt Service” means, as of the date of calculation, the maximum amount of Debt Service for the current or any future Fiscal Year.

“Net Revenues” means, for any period, an amount equal to all of the Gross Revenues received during such period minus the amount required to pay all Maintenance and Operation Costs becoming payable during such period.

“Operations and Maintenance” means the activities to be performed by CLP as set forth in Exhibit D.

“Outstanding”, when used as of any particular time with reference to Bonds, means all Bonds theretofore executed, issued and delivered by the City under a Parity Bonds Instrument (excluding Bonds owned or held by or for the account of the City other than Bonds held in any employees' retirement fund) except:

(a) Bonds theretofore cancelled or surrendered for cancellation;

(b) Bonds paid or deemed to have been paid within the meaning of Section 2.01(e) or any other comparable provision of a Parity bonds Instrument; and

(c) Bonds in lieu of or in substitution for which other Bonds shall have been executed, issued and delivered by the City pursuant to any Parity Bonds Instrument.

“Parity Bonds” means all bonds, notes or other obligations (including without limitation the obligation to make Base Rent payments under this Sublease due after April 1, 2016, long-term contracts, loans, sub-leases or other legal financing arrangements) of the City payable from and secured by a pledge of and lien upon any of the Net Revenues issued or incurred pursuant to Section 2.11 of this Sublease.

“Parity Bonds Instrument” means, any resolution, trust indenture or installment sale agreement adopted, entered into or executed and delivered by the City, and under which Parity Bonds are issued, including this Sublease.

“Prior Base Rent Payments” means, a payment of interest component of Base Rent payments made on or prior to the date of any Determination of Taxability.

“Rental Payments” means, collectively Base Rent and Additional Rent.

“SCE” means Southern California Edison and its successors and assigns.

“Serial Bonds” means, all Bonds other than Term Bonds.

“Sinking Fund Installment” means, with respect to any particular date, the amount of money required pursuant to a Parity Bonds Instrument to be paid by the City on such date toward the retirement of any particular Term Bonds prior to their respective stated maturities.

“State” means the State of California.

"Subordinate Bonds" means all bonds, notes or other obligations (including without limitation long-term contracts, loans, sub-leases or other legal financing arrangements) of the City payable from and secured by a pledge of and lien upon any of the Net Revenues issued or incurred pursuant to Section 3.08 of the Indenture or Section 2.13 of this Sublease.

"Subordinate Bonds Instrument" means the resolution, trust indenture or installment sale agreement adopted, entered into or executed and delivered by the City, and under which Subordinate Bonds are issued.

"Term" has the meaning set forth in Section 3.03 of this Sublease.

"Term Bonds" means with respect to any Parity Bonds, such Parity Bonds which are payable prior to their stated maturity by operation of Sinking Fund Installments.

"Trustee" means U.S. Bank National Association and its assigns or any other corporation or association which may be substituted in its place as trustee under the Indenture.

"2004 Bonds" means the City of Lakewood 2004 Water Revenue Refunding Bonds issued by the City on April 15, 2004.

"Water Enterprise" means the entire system of the City for the generation, transmission, distribution and sale of water within the service area of the City, including, but not limited to, all facilities, properties, lands, rights, entitlements and other property useful in connection therewith, together with all extensions thereof and improvements thereto at any time acquired, constructed or installed by the City.

EXHIBIT B

DESCRIPTION OF THE SYSTEM

The System is located at Plant 4 at 5812 Arbor Road in Lakewood, California (the "Facility") and consists of Photovoltaic System (PVS) panels mounted on the roof of the water tank at the Facility and the associated equipment that is pad mounted at ground level next to the water tank. The System was placed into service on _____, 20__.

The estimated maximum electrical output of this PVS is 252 kW AC. The System is estimated to produce approximately 390,000 kWh for the first year, every year after that it will produce .25% less. A Net Meter is installed along side of the existing electric meter to track the total generated kWh. The System is guaranteed by the manufacturer to provide 90% or greater of the initial rated output for the first 12 years, and 80% or greater of the initial rated output for the next 13 years. CLP will provide the operation and maintenance services during the Term of this Sublease. The City and CLP shall have the option to enter into subsequent agreements for the operations and maintenance of the System following the Lease Termination Date.

EXHIBIT C

FORM OF ASSIGNMENT AGREEMENT

ASSIGNMENT AGREEMENT

April 1, 2015

KNOW ALL MEN BY THESE PRESENTS, that **CLP HOLDINGS, INC.**, a corporation duly organized and existing under the laws of the State of California ("Assignor"), for valuable consideration, receipt of which is hereby acknowledged, does hereby sell, transfer, deliver and assign unto Compass Bank, an Alabama corporation ("Lender"), all of the right, title and interest of Assignor in, to and under the following agreements (all capitalized terms not otherwise defined herein shall have the meaning given such terms in the hereinafter identified Sublease):

1. Photovoltaic Lease Agreement, dated as of April 1, 2015 (the "Lease Agreement"), between the City of Lakewood, a municipal corporation of the State of California (City") and Assignor, together with any and all extensions, modifications, amendments, supplements and renewals thereof;
2. Photovoltaic System Sublease Agreement, dated as of April 1, 2015, between Assignor and City, together with any and all extensions, modifications, amendments, supplements and renewals thereof (the "Sublease"), including the right to receive Base Rent thereunder, but excluding the right to receive Additional Rent thereunder and excluding all of Assignor's obligations thereunder.

The assignment made under this Assignment Agreement is made in consideration of the deposit of funds by Lender of \$1,992,400 pursuant to the Lease Agreement, which funds are to be applied by the City to the purchase of the System pursuant to the Photovoltaic System Lease, dated as of May 7, 2008, between City and Assignor. Assignor hereby irrevocably authorizes and directs City to pay all Base Rent due and to become due under the Sublease to Lender, or to such other person or in such other manner as Lender may from time to time hereafter specify in writing to the City.

It is expressly understood and agreed that Assignor is not assigning any of its obligations under the Lease Agreement pursuant to this Assignment and Lender shall not be deemed to have assumed any of such obligations by reason of this Assignment. This Assignment shall not cause Lender to be under any obligation to Assignor or to the City for the performance or observance of any of the representations, warranties, terms, obligations or conditions of the Sublease. Assignor shall be and remain obligated to the City to perform all of Assignor's obligations and agreements under the Sublease.

Assignor does hereby irrevocably constitute and appoint Lender its true and lawful attorney-in-fact with full and irrevocable power and authority in the place and stead of Assignor and in the name of Assignor or in the name of Lender, for the purpose of carrying out the terms

of this Assignment, to take any and all actions and to execute any and all instruments which may be necessary to accomplish the purposes of this Assignment. This power-of-attorney is a power coupled with an interest and shall be irrevocable.

Assignor hereby represents and warrants that it has not heretofore assigned or otherwise disposed of or encumbered any right, title or interest of Assignor in, to or under the Sublease or any moneys due or to become due to Assignor under or by reason thereof, and Assignor has the right and power to transfer to Lender absolute title to Assignor's right, title and interest in, to and under the Lease Agreement and the Sublease and in and to all the Base Rent due and to become due to Assignor under the Sublease.

Lender hereby certifies and agrees that such Lender has read and is familiar with the requirements of Sections 5950 through 5955 of the California Government Code, which prohibit the offer or sale of any security constituting a fractional interest in the Sublease of any portion thereof, without the prior written consent of the City, except in accordance with such Sections.

BY ITS EXECUTION HEREOF WHERE INDICATED BELOW, THE CITY ACKNOWLEDGES AND AGREES THAT THE CITY'S OBLIGATION TO MAKE PAYMENTS OF BASE RENT UNDER THE SUBLEASE SHALL INITIALLY CONSTITUTE SUBORDINATE BONDS UNDER THE INDENTURE UNTIL THE 2004 BONDS ARE FULLY PAID OR DEFEASED AND SHALL THEREAFTER CONSITUTE PARITY BONDS UNDER THE SUBLEASE AND THAT THE CITY'S OBLIGATION TO MAKE BASE RENT PAYMENTS IN THE AMOUNTS AND ON THE TERMS AND CONDITIONS SPECIFIED IN THE SUBLEASE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ANY RIGHT OR SETOFF, DEFENSE, COUNTERCLAIM, ABATEMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER.

THIS ASSIGNMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF CALIFORNIA.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed and delivered as of the date first written above.

CLP HOLDINGS, INC., a California corporation

By _____
William J. Simmons, Vice President

ACKNOWLEDGED AND AGREED TO:

CITY OF LAKEWOOD,
a municipal corporation of the
State of California

By _____
Todd Rogers, Mayor

EXHIBIT D

OPERATIONS AND MAINTENANCE STANDARDS

The operation and maintenance program shall be performed on a scheduled monthly site visit basis by CLP employees. CLP shall also perform scheduled maintenance in an attempt to prevent problems before they occur. The following sections shall define CLP's detailed process for performing scheduled and unscheduled maintenance:

A. STANDARD MAINTENANCE

1. Monitor System for voltage and current: CLP will monitor the System voltage and current on a daily basis to keep performance at a maximum, and spot potential issues.
2. Inspect modules for damage: CLP shall inspect all System modules for damage on a monthly basis in an effort to keep the electrical output at its maximum.
3. Address array shading issues: CLP shall inspect all potential shading issues related to the System on a monthly basis.
4. Remove debris and clean modules: CLP shall remove any and all debris from the System modules on a monthly basis.
5. Check inverter for correct settings: CLP shall check to make certain the inverter settings are correct and that it is functioning properly on a monthly basis.
6. Inspect and clean electrical equipment: CLP shall inspect and clean all pertinent electrical equipment for the safe and efficient operation of the System on an annual basis.
7. Energy management: CLP shall furnish (a) monthly SCE billing analysis to assure proper credits and eliminate any over charges; (b) SCE/PUC rate negotiations (i.e. off-peak rates) to achieve the lowest possible rates; (c) energy production and consumption management (metering, net metering, and sub-metering) to maximize energy production by the System.
8. Customer Service: CLP shall designate a supervisory level staff person to be the CLP representative who shall be responsible to resolve any complaints by the City in a timely manner and report back to the City. CLP will provide the City with access to CLP via both, e-mail and a direct access, non-published telephone number.

B. NON-STANDARD MAINTENANCE – All items that are not listed above under Standard Maintenance shall be classified as Non-Standard Maintenance. Once a Non-Standard Maintenance issue has been reported by either CLP or the City, CLP will immediately provide a

reasonable estimate for the costs involved to make the needed repairs or modifications. In addition, CLP shall perform the following:

1. CLP shall dispatch 24 hours a day, seven (7) days a week, the necessary number of crews and equipment to "make safe" emergency situation.
2. CLP shall coordinate all System issues with the City, and SCE if necessary.
3. CLP shall target completion of a repair within 24 hours after receipt of written notice from the City. Holidays and weekend days do not qualify as working days. If needed materials and parts are not available at the time of repair, additional time shall be permitted. In this event, ten (10) working days shall be permitted for CLP to complete a repair. If a repair cannot be completed within this time frame, CLP shall notify the City.

C. SPECIFICATIONS FOR REPAIRS, REPLACEMENTS – Where applicable, all work performed by CLP under this Sublease shall be done in accordance with the applicable requirements provided in the latest edition of the "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION" with the City of Lakewood, California amendments, adopted from time to time by the City Council of the City of Lakewood. The Lease Officer shall provide copies of the referenced materials to CLP on request if not otherwise available to CLP.

D. REPORTS – CLP shall submit monthly reports to the City identifying all maintenance service completed by CLP with respect to the System.

EXHIBIT E

BASE RENT PAYMENT SCHEDULE

<u>Payment Date</u>	<u>Principal Component</u>	<u>Interest Component¹</u>	<u>Total Base Rent Payment</u>
10/01/15			
04/01/16			
10/01/16			
04/01/17			
10/01/17			
04/01/18			
10/01/18			
04/01/19			
10/01/19			
04/01/20			
10/01/20			
04/01/21			
10/01/21			
04/01/22			
10/01/22			
04/01/23			

¹ The actual interest amount may vary depending on the date the Base Rent payment is received by the Lender. The interest amount reflected in the table is only an indication of the approximate amount of interest due on the Interest Payment Date and should not be relied upon for payment purposes. A statement will be issued for the actual interest amount due.

ADDITIONAL RENT SCHEDULE

[\$7,300] per year, which shall be payable monthly in arrears on the 7th day of each month, commencing upon the delivery of the Certificate of Completion.

Such amount shall be adjusted on May 7th of each year by the same percentage as the monthly index figure of the "CPI" for the "Current Comparison Month" has increased or decreased from the monthly index figure of the CPI for the "Prior Comparison Month."

For purposes of this Schedule, the following definitions shall apply:

"CPI" shall mean the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics for All Urban Consumers for the Los Angeles-Anaheim-Riverside Area, All Items.

"Current Comparison Month" shall mean the month of May of the same calendar year as the current adjustment date.

"Prior Comparison Month" shall mean the month of May for the calendar year immediately preceding the current adjustment date.

EXHIBIT F

FORM OF LETTER OF REPRESENTATIONS

City of Lakewood
5050 North Clark Avenue
Lakewood, California 90712

Kutak Rock LLP
777 South Figueroa Street, Suite 4550
Los Angeles, California 90017

Re: Photovoltaic System Sublease Agreement, dated as of April 1, 2015, by and between CLP Holdings, Inc. and City of Lakewood

Ladies and Gentlemen:

The undersigned is the Lender referenced in that certain Photovoltaic System Sublease (the "Sublease"), dated as of April 1, 2015, by and between CLP Holdings, Inc. (the "Lessor") and City of Lakewood (the "City"). Capitalized terms used herein and not otherwise defined shall have the meanings given such terms in the Sublease. The undersigned, as Lender under the Sublease, hereby represents and warrants to you that:

1. The undersigned is a Qualified Institutional Buyer as defined in Rule 144(A) promulgated under the Securities Act of 1933, as amended. The undersigned has duly authorized, by all necessary action, the financing contemplated by the Sublease and that certain Photovoltaic System Lease Agreement, dated as of April 1, 2015 (the "Lease Agreement"), by and between the City and the Lessor. The undersigned is authorized to execute and deliver this letter.

2. We have sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other tax-exempt securities, to be able to evaluate the risks and merits of the investment contemplated by the Sublease. We are able to bear the economic risks of such investment.

3. We understand that the obligation of the City to make Base Rent payments under the Sublease does not constitute an obligation of the City for which the City is obligated to levy or pledge any form of taxation. We further understand that the obligation of the City to make Base Rent payments under the Sublease constitutes "Subordinate Bonds" until April 1, 2016 or the prior redemption or defeasance of the 2004 Bonds and shall thereafter constitute "Parity Bonds" under the Sublease.

4. We acknowledge that we have either been supplied with or have been given access to information, including financial statements and other financial information which we have requested from the City, and we have had the opportunity to ask questions and receive answers concerning the City, the Sublease, the Lease Agreement and the security therefor, so

that we have been able to enter into the transactions contemplated by the Sublease and the Lease Agreement. We acknowledge that we have not relied upon the City for any information in connection with foregoing, except for the financial statements and other financial information provided to us and except as set forth in the Sublease, the Lease Agreement and other documents and certificates delivered by the City in connection with the transaction contemplated thereby.

5. We have made our own inquiry and analysis with respect to the Sublease, the Lease Agreement and the transactions contemplated therein and the security therefor, and other material factors affecting the security and payment set forth in the Sublease.

6. We understand that the Sublease (including the right to receive Base Rent under the terms of the Sublease) (a) is not being registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any state, (b) will not be listed in any stock or other securities exchange, (c) will not carry a rating from any rating service, and (d) will be delivered in a form which may not be readily marketable.

7. The undersigned is entering into the transaction for investment purposes, with no present intention of reselling its interest in the Sublease. Notwithstanding such present intention, the undersigned is not prohibited from reselling its interest in the future. We understand that the Sublease (including the right to receive Base Rent under the terms of the Sublease) has not been registered under the Securities Act of 1933, as amended. We agree not to sell, transfer or otherwise dispose of all or part of our interest in the Sublease, except to a Qualified Institutional Buyer and in accordance with the requirements of the Sublease.

8. We have executed and delivered this letter in connection with the execution and delivery of the Sublease as an inducement to the City to allow the assignment of the Sublease to us. Only the addressees hereof may rely upon this letter.

COMPASS BANK

By _____
Authorized Officer

DIVIDER SHEET

RESOLUTION NO. 2015-6

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD
ADDING A JOB CLASSIFICATION TO SCHEDULE A OF RESOLUTION
NO. 2014-28 PERTAINING TO HOURLY-RATED PART-TIME EMPLOYEES
AND ENACTING A PERSONNEL RESOLUTION ESTABLISHING THE
COMPENSATION, RULES AND REGULATIONS PERTAINING TO
HOURLY-RATED PART-TIME EMPLOYEES

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

SECTION 1. The following job classification and hourly pay rate is hereby added to
Schedule A, attached to Resolution No. 2014-28:

Student Intern \$9.000

ADOPTED AND APPROVED THIS 24TH DAY OF MARCH, 2015.

Mayor

ATTEST:

City Clerk

DIVIDER SHEET

COUNCIL AGENDA

March 24, 2015

TO: Honorable Mayor and Members of the City Council

SUBJECT: Approval of Gateway Cities Council of Governments Economic Development Administration (EDA) Revolving Loan Fund transfer.

INTRODUCTION:

In 1998 the Economic Development Administration (“EDA”) provided a grant to the Gateway Cities Council of Governments (“COG”) to the benefit of three Cities namely; Lakewood, Downey and Pico Rivera. The other two cities used the money for development projects that would generate jobs.

Lakewood’s portion was used to establish a commercial Revolving Loan Fund (“RLF”) to provide commercial loans to businesses to develop jobs and grow the Lakewood workforce. The City of Lakewood is a subgrantee to the Gateway Cities COG for this program. The City entered into an agreement with the Gateway Cities COG in February 16, 2000.

STATEMENT OF FACT

The City has been frustrated in its efforts to successfully use these RLF funds to stimulate commercial and workforce development. Since the original grant in 2000 there have only been six loans. The most successful of these loans was provided to TFC Manufacturing, Inc. in 2002 and that became a major local success story. The company has grown from 50 workers in 2002 when the \$250,000 loan was granted to 130 workers in 2015. TFC repaid the loan in five years and TFC recently purchased a large industrial building in the City, near their existing location, and anticipates growing their workforce with another 25-50 jobs in the next two years. There was one partial default and three completed loans. There are currently two outstanding loans, namely; 1) the YMCA that owes \$49, 647 in principal and 2) FLDS, a shopping center that owes \$52, 762 in principal. This is an outstanding total of \$102,408 as of March 1, 2015.

The EDA has sent a demand based upon underutilization of the fund assets that the monies in the RLF be either deobligated and returned to the EDA or conversely be transferred to a substitute agency that has the resources to utilize the funds for the contracted purposes. Community Development staff is working with EDA to identify non-profit 501c3 agencies that are qualified to by EDA to administer these funds in our area and can provide the required matching funds as required by EDA.

SUMMARY:

EDA will send a Notice of Debt and demand repayment of the \$750,000 grant plus all interest earned sometime after April 15, 2015 if an approved transfer is not arranged by that time. As of September 2014 that amount was \$880,226 according to the EDA. The final amount will be determined based on the final accounting that will be completed on March 31, 2015 by the Administrative Services staff. Both the staff of the Gateway Cities COG and the City of Lakewood would encourage

Council Agenda

March 24, 2015

Page 2

transferring the money to a substitute agency in order to keep the resources in the region to provide loans and workforce development.

RECOMMENDATION

The Community Development Department recommends that the City Council of the City of Lakewood authorize the Mayor to sign in coordination with the Gateway Cities COG an Agreement to Transfer and a Memorandum of Understanding with an acceptable substitute agency to transfer the EDA portion of the RLF funds, subject to a provision that the funds be used within the Gateway Cities COG area.

Sonia Dias Southwell, AICP
Director of Community Development

Howard L. Chambers
City Manager

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

Public Hearings

CITY COUNCIL AGENDA

March 24, 2015

TO: Honorable Mayor and City Council

SUBJECT: Ordinance for a Modification of Precise Plan to construct a wall not more than seven feet in height within the required front yard, Canvas, 3014 South Street

INTRODUCTION

The applicant, William Lyon Homes, Inc., is requesting approval for modification to the Precise Plan for their 72-unit condominium project which is now under construction at 3014 South Street. The existing Precise Plan calls for a 36" tall split-face block wall along the north property line as shown in Exhibits P and Q from that Precise Plan. This wall separates the private patios of 10 residential units from the public sidewalk along South Street. The proposed modification would allow a seven-foot tall wall to be built. The wall is necessary to reduce noise impacts on exterior living areas from traffic on South Street,

On June 6, 2013 the Commission approved Zone Change No. 112 and Vesting Tentative Tract Map No. 72071. On July 23, 2013, the City Council adopted Ordinance No. 2013-1 approving the Zone Change No. 112 which changed the zoning classification of the site from M-F-R (Multiple Family Residential) to PD-MF (Multiple-Family Dwelling Unit Planned Development). At that meeting the Council also approved the Vesting Tentative Tract Map No. 72071. On March 5, 2015, the Planning and Environment Commission held a public hearing on this project and is recommending that the City Council approve the Modification of Precise Plan as proposed.

STATEMENT OF FACTS

The site is located on the south side of South Street, approximately 1,400 feet west of Downey Avenue. Immediately to the east is the Church of Latter Day Saints and beyond that are the Whispering Fountains senior housing project, a three-story medical office building, and a Winco grocery store. To the west there is a 30-foot wide alley and single- and multiple-family residences in the City of Long Beach (see Vicinity Map and Aerial View). Table 1 below lists the land uses and zoning designations for the site and the surrounding properties.

Table 1: Land Uses and Zoning of Surrounding Properties.

AREA	EXISTING LAND USE	ZONE DESIGNATION
Subject Site	72-unit condominium project (under construction)	PD-MF (Planned Development Multi-Family Residential)
North	Commercial	City of Long Beach
East	Church (Latter Day Saints)	M-F-R (Multi-Family Residential)
South	Paramount Petroleum storage tanks	M-1 (Light Manufacturing)
West	Single- and multiple-family residences	City of Long Beach

The site is about 3.59 acres and has been graded for the 72-unit condominium project. The first phase model units are under construction. Perimeter block walls have been built along the east and south property lines. Six-foot tall tubular steel fencing and gates will be installed along the westerly property line between the development and the project's open parking spaces.

The applicant's acoustical consultant prepared a noise analysis to study the interior and exterior Community Noise Equivalent Levels (CNEL) for this project (see attached noise analysis). The analysis found the interior noise levels to be satisfactory, however the exterior levels exceeded the recognized maximum Community Noise Equivalent Level (CNEL) for exterior living areas (private patios). The analysis found exterior sound levels to be approximately 68 CNEL and interior living areas were calculated to be not more than 26.2 CNEL. The accepted standard for exterior living areas (patios) is 65 CNEL and the standard for interior living areas is 45 CNEL. The lower noise level allows residents to enjoy their patios.

CNEL is a 24-hour equivalent continuous sound level in decibels, where five decibels weighting is added to evening noise levels (7:00 PM to 10:00 PM) and 10 decibels weighting is added to nighttime noise levels (10:00 PM to 7:00 AM). The additional weighting "penalty" assigned to evening and nighttime sound levels accounts for people's sensitivity to noise when they are around or in their home in the evening and when fewer noise producing activities are occurring.

The analysis states that the exterior living area sound levels must be reduced by 23 dB(A) to comply with the 45 CNEL threshold. To mitigate the sound levels, the analysis recommends constructing a seven-foot tall wall. The Precise Plan calls for a three-foot tall split-face block wall parallel to the north property line. This wall separates the private patios for 10 residential units from the public sidewalk along South Street. A planter about five feet in width will be located between the wall and public sidewalk. The proposed modification would allow the wall to be built to a height of seven feet which would achieve the necessary noise reduction (see acoustical engineer's memo dated February 25, 2015).

The analysis notes that the wall must have a surface density of at least 3.5 pounds per square foot and with openings or gaps. Wall materials that provide the necessary surface density include masonry materials, 3/8-inch plate glass, or a combination of these materials. Gates must also maintain a surface density of at least 3.5 pounds per square foot. This can typically be achieved by using 1-1/2" plywood or heavy gauge metal. The gate must close snugly or must overlap at the point of closure. The gap at the bottom of the gate shall be kept to a minimum. The gate should be equipped with a spring-loaded mechanism so that it remains closed when not in use.

The acoustical consultant determined that a 5'-6" tall block wall as measured from the top of the public sidewalk topped with 18 inches of glass or Plexiglas will be sufficient to mitigate traffic noise to acceptable levels within the courtyard. This results in a barrier with an overall height of 7'-0" which will achieve the necessary noise reduction. The wall as proposed will be constructed of 5'-6" tall split-face masonry wall, topped with 18" tall glass panels in steel frames, for an overall height of seven feet (see Exhibits "AA" and "BB"). The gates will also be constructed of

Modification of Precise Plan – 3014 South Street

March 24, 2015

Page 3

steel and will have a powder-coated finish that accents the colors of the buildings. The glass will be treated with an etching film that can be replaced in the event of vandalism.

Development Review Board

At its February 25, 2015 meeting, the Development Review Board approved DRB Case No. 7908 (see attached DRB approval letter).

CEQA


The project is Categorically Exempt from the California Environmental Quality Act (CEQA) based on Section 15303.(e) of the CEQA Guidelines, as amended. Section 15303.(e) exempts certain accessory structures, including fences.


SUMMARY

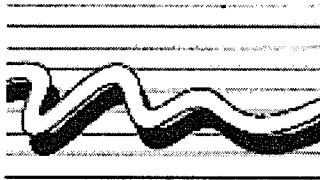
The applicant is requesting approval for Modification of Precise Plan for a 72-unit Condominium Planned Development located at 3014 South Street. The proposed modification would allow the wall at the north property line to be built to a height of not more than seven feet. The wall is necessary to reduce noise impacts from traffic on South Street. On March 5, 2015, the Planning and Environment Commission held a public hearing on this project and is recommending that the City Council approve the Modification of Precise Plan as proposed.

RECOMMENDATION

The Planning and Environment Commission recommends that the City Council hold a public hearing on the proposed Modification of Precise Plan and following the public hearing. Following the public hearing the Planning and Environment Commission recommends that the City Council introduce the proposed Ordinance approving the proposed Modification of Precise Plan and the associated Categorical Exemption.

Sonia Dias Southwell, AICP 
Director of Community Development

Howard L. Chambers 
City Manager



MESTRE GREVE ASSOCIATES
DIVISION OF LANDRUM & BROWN

Memorandum

Date: February 25, 2015

To: Rick Puffer, William Lyon Homes

From: Keith Turner

Subject: Noise Analysis for Canvas, City of Lakewood, California
(Re: Project #559001-0100, dated September 19, 2014)

This memo addresses concerns voiced by the City of Lakewood for the "Canvas Condominiums" concerning the overall height of the sound wall at the courtyards adjacent to South Street.

William Lyon Homes will be building a solid (split-face) block wall, topped with a glass view fence. Exhibit S1 of the original report shows a 5-1/2 foot noise barrier along the courtyards. This elevation will be measured from the courtyard side of the barrier. In other words, the top of the overall sound wall construction will be 5-1/2 feet above the courtyard pad elevation. The height of the wall includes the 1-1/2 foot glass view fence.

The overall height of the wall will be 7 feet above the city sidewalk elevation. This sound wall will be sufficient to mitigate traffic noise to acceptable levels within the courtyard. See attached barrier calculations.



Mestre Greve Associates
Phone 949-349-0671

19700 Fairchild Road, Suite 230
Irvine, CA 92612

"Canvas", City of Lakewood
 Lyon Homes - Robert De Veyra
 PROJECT #: 559001-0100
 FRED / KEITH TURNER, September 2014

From: BartCalc CNEL MASTER

2012 ADT from:

City of Lakewood Website Document / "Lakewood Traffic Counts"
<http://www.lakewoodcity.org/civicaa/files/bart/bldghdoad.aspx?bldghd=23802>
 9-16-14

Date	9/16/14
Roadway Name	Street 5545
Vehicles Per Day	27,923
Speed (mph)	30
Grade Adj. (dB)	0.00 dB
Vehicle Noise Red (dB)	0 dB
Roadway Grade	0.0%

Calcs from CALTRANS Website

	Day	Eve	Night	Equiv
Auto	75.51%	12.57%	9.34%	208.6%
MT	1.56%	0.09%	0.19%	3.7%
HT	0.64%	0.02%	0.08%	1.5%
	77.77%	12.68%	9.61%	

To get other noise levels (CNEL),
 put in other distances (ft)

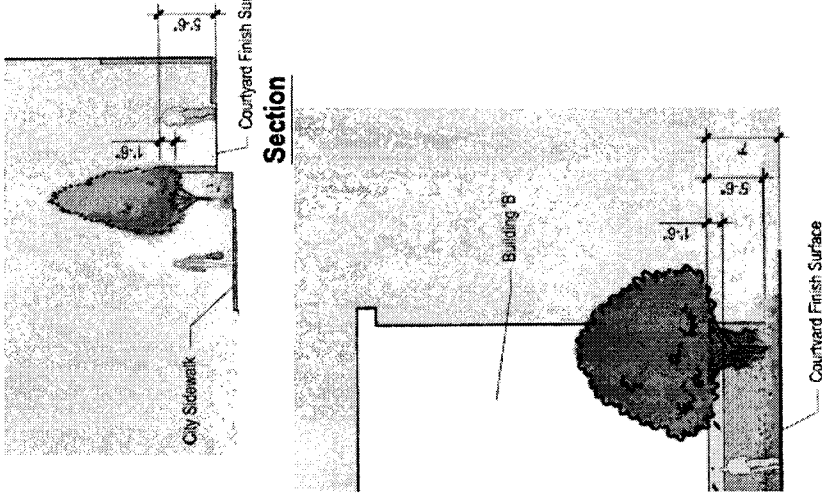
Dist.	Soft	Hard
40	71.2	72.0
50	69.7	71.0
65	68.0	69.9
70	67.5	69.5
80	66.7	69.0
90	65.9	68.5
100	65.2	68.0
125	63.8	67.0
140	63.0	66.5
200	60.7	65.0
250	59.3	64.0
300	58.1	63.2
350	57.1	62.6
400	56.2	62.0

To get other distances (ft),
 put in other noise levels

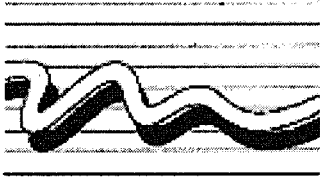
CNEL	Soft	Hard
57	353	1,258
58	303	999
59	260	794
60	223	631
61	191	501
62	164	398
63	141	316
64	121	251
65	103	199
66	89	158
67	76	126
68	65	100
69	56	79
70	48	63

This is the CNEL at 15m

	Soft	Hard
Auto	68.7	69.9
Medium Truck	60.1	61.7
Heavy Truck	61.0	62.2
Total	69.8	71.1



CASE	Road Elevation	Distance To Wall	Base Of Wall	Observer Height	Wall Height	Barrier Reduction	Auto	MT	HT	Traffic Noise
										Soft
Unit A-R / Building B	0	55	1.5	5	0.0		0.0	0.0	0.0	68.4 no mt
no mt (ratio)	0	55	1.5	5	0.0		0.0	0.0	0.0	63.0
with wall (ratio)	0	65	1.5	5	0.0		0.0	0.0	0.0	64.7
bldg exposure	0	65	1.5	15	0.0		0.0	0.0	0.0	69.9



MESTRE GREVE ASSOCIATES
DIVISION OF LANDRUM & BROWN

Memorandum

Date: February 11, 2015
To: Rick Puffer, William Lyon Homes
From: Keith Turner
Subject: Noise Analysis for Canvas, City of Lakewood, California
(Re: Project #559001-0100, dated September 19, 2014)

This memo addresses concerns voiced by the City of Lakewood for the "Canvas Condominiums".

Traffic noise levels at the second and third floor building faces will be the same. Second and third floor building surfaces in the project will be exposed to a maximum traffic noise level of 68.0 CNEL. The exterior to interior noise reduction was calculated for several rooms at the project, both on the second and third (top) floors. The calculations presented in MGA Project #559001-0100 demonstrate that the exterior to interior noise reduction for the rooms examined will be 26.2 dB. This noise reduction exceeds the required noise reduction of 23.0 dB. Therefore, all rooms (on all floors) of the project are projected to meet the City's 45 CNEL noise standard without building upgrades.

As presented on page 4 of 10 (of the report) the traffic volume (ADT) for South Street was obtained from the "Lakewood Traffic Counts" document located on the City's website. The future year 2034 volume was calculated by applying a 1% growth factor to the existing volume.

William Lyon Homes will be building a solid (split-face) block wall, topped with either glass or plexiglass. The top of the block wall will be at 6 feet above city sidewalk elevation, or 4 feet above the courtyard finish surface elevation. The glass extension will be 1-1/2 feet in height, or 5-1/2 feet above the courtyard surface elevation. This sound wall will be sufficient to mitigate traffic noise to acceptable levels within the courtyard.



Mestre Greve Associates
Phone 949-349-0671

19700 Fairchild Road, Suite 230
Irvine, CA 92612

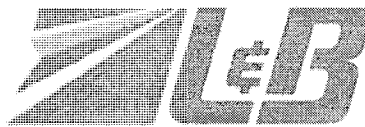
**Noise Analysis for Canvas
City of Lakewood, California**

**Project #559001-0100
September 19, 2014**

Prepared For:

Lyon Homes
4490 Von Karman Avenue
Newport Beach, CA 92660

Prepared By:



Fred Greve, P.E.
Keith Turner
Mestre Greve Associates
Division of Landrum & Brown
19700 Fairchild Road, Suite 230
Irvine, CA 92612
949-349-0671



Summary
Noise Analysis for Canvas
City of Lakewood

EXTERIOR NOISE MITIGATION

The exterior living areas in the project should be designed to comply with a 65 CNEL exterior noise standard. For the exterior living areas that are exposed to noise levels greater than 65 CNEL, some form of noise mitigation is required. An effective method of reducing the traffic noise to acceptable levels is with a noise barrier. Representative cross-sections along South Street (see Appendix for analysis data) were analyzed utilizing the FHWA Model to determine the necessary noise barrier locations and heights. The results of the analysis indicate that in order to meet the 65 CNEL exterior noise standard, patio noise barriers will be required along South Street. The required patio noise barrier locations and heights to meet the 65 CNEL exterior noise standard are shown in Exhibit S1.

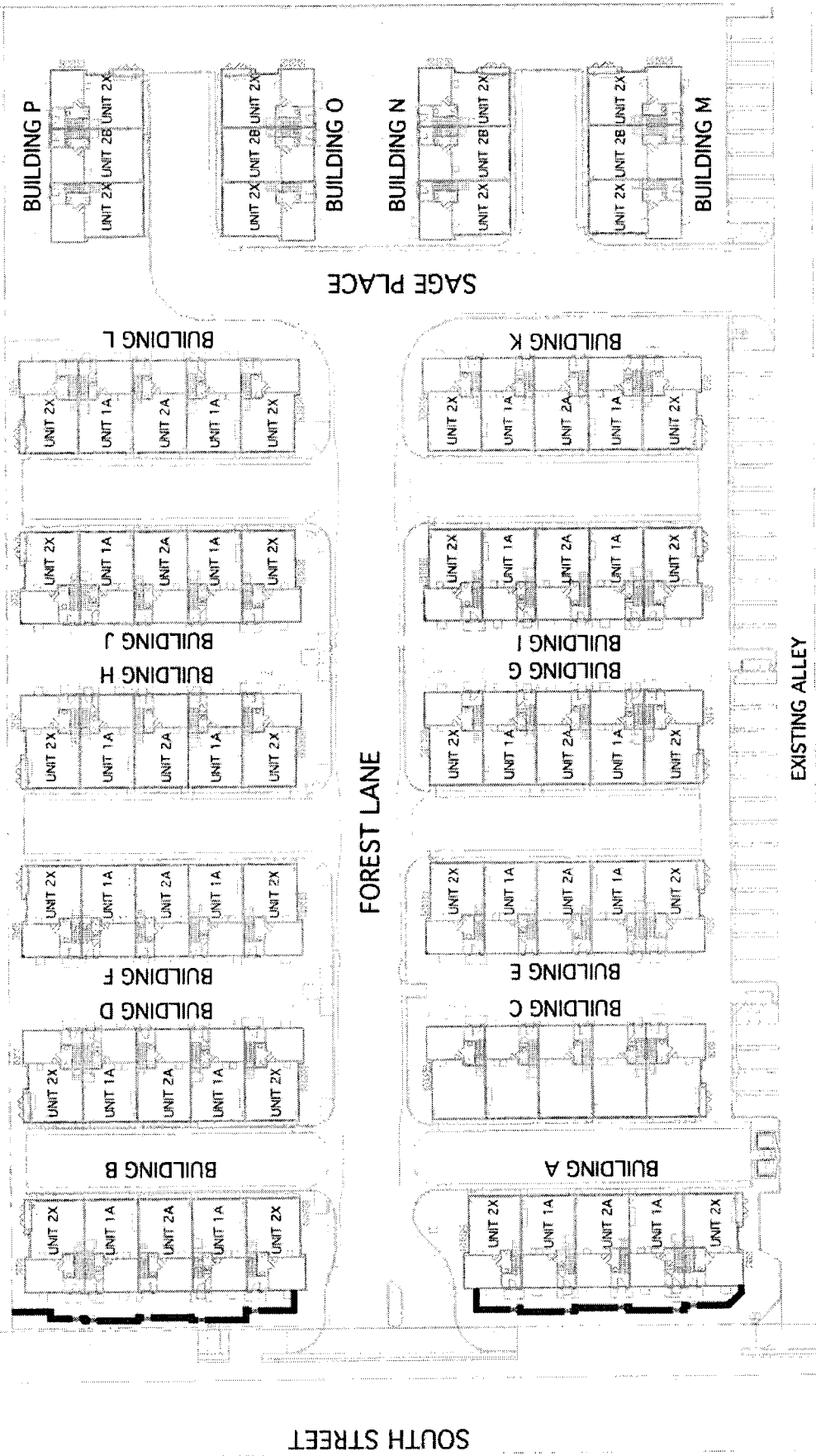
The noise barriers must have a surface density of at least 3.5 pounds per square foot, and shall have no openings or gaps. The wall may be constructed of stud and stucco, 3/8-inch plate glass, 5/8-inch plexiglass, any masonry material, or a combination of these materials.

Access gates leading to patio areas must maintain a surface density of at least 3.5 pounds per square foot. This can typically be achieved by using 1-1/2" plywood or heavy gauge metal. The gate must close snugly or must overlap at the point of closure. The gap at the bottom of the gate shall be kept to a minimum. The gate should be equipped with a spring-loaded mechanism so that it remains closed when not in use.

The first floor exterior living areas in the project are projected to meet the 65 CNEL outdoor noise standard with the noise barriers shown in Exhibit S1.

INTERIOR NOISE LEVELS

The project must comply with the indoor noise standard of 45 CNEL. To meet the interior noise standard, the buildings must provide sufficient outdoor to indoor building attenuation to reduce the noise to acceptable levels. With the exterior mitigation measures specified in Section 5.0, first floor exterior building surfaces in the project will be exposed to noise levels of less than 65 CNEL, and therefore will require less than 20.0 dB exterior to interior noise reduction in order to meet the 45 CNEL interior noise standard. With construction practices common in California, residential buildings achieve outdoor to indoor noise reductions of at least 20 dB. Therefore, all first floor rooms are projected to meet the 45 CNEL interior noise standard without building upgrades.



— 5.5' NOISE BARRIER
 - ACCESS GATE



**Exhibit S1 - Noise Barriers Required
 in Order to Meet the Exterior Noise Standard**

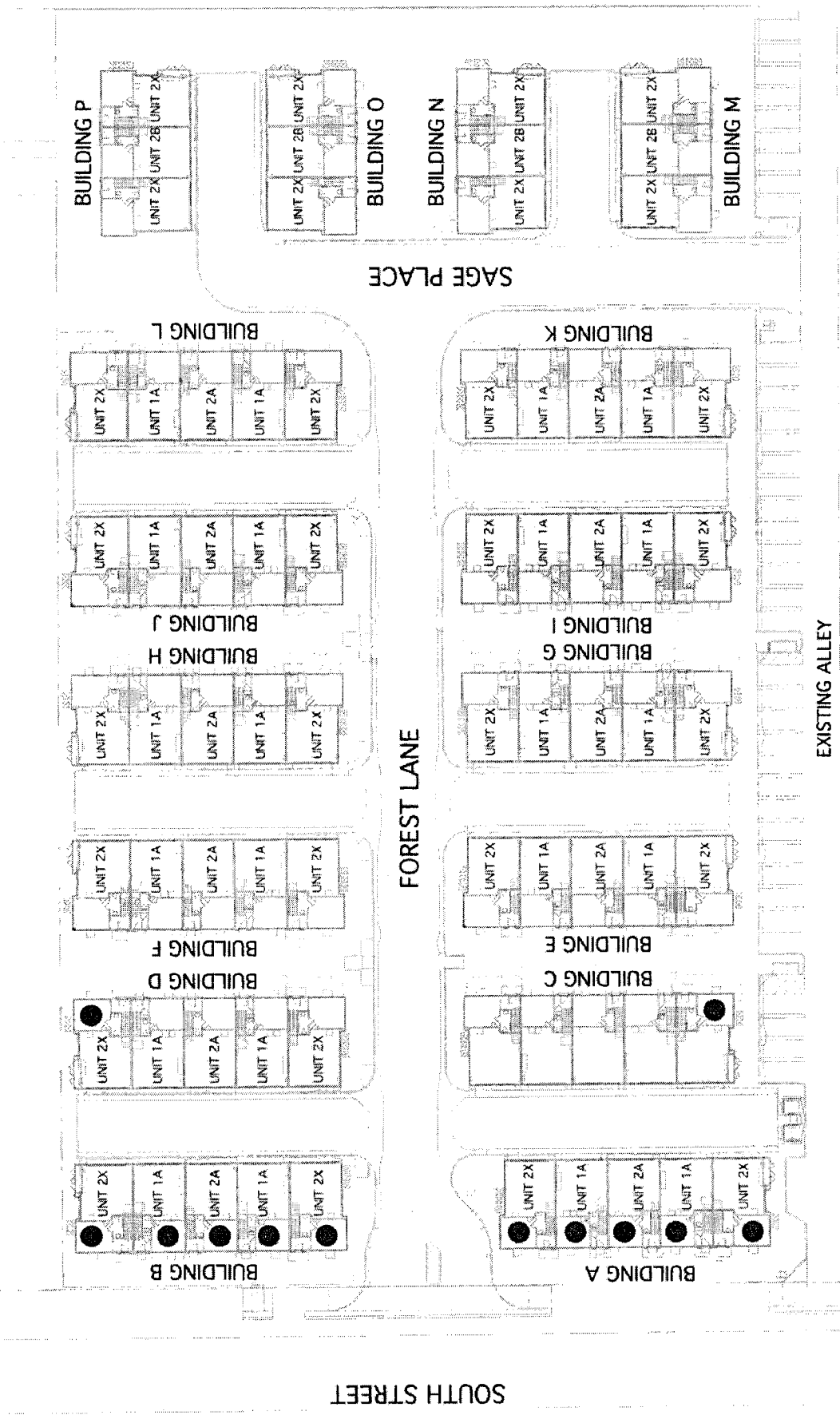


Second floor building surfaces adjacent to South Street will be exposed to a maximum noise level of 68.0 CNEL, and therefore will require at least 23.0 dB noise reduction in order to meet the 45 CNEL interior noise standard.

Based upon the construction details and the EWNR values, the exterior to interior noise reduction was calculated for a number of rooms in the project. The data indicates that the worst-case room adjacent to South Street will achieve an outdoor to indoor noise reduction of about 26.2 dB. This exceeds the required reduction of 23.0 dB. Therefore, all rooms in the project are projected to meet the 45 CNEL interior noise standard without building upgrades. See the appendix for additional data.

ADEQUATE VENTILATION

Adequate ventilation (e.g., a mechanical ventilation system) will be required per the Uniform Building Code for the homes shown in Exhibit S2. Air conditioning units may qualify as adequate ventilation as long as they meet the ventilation requirements specified in the Uniform Building Code. The acceptability of using air conditioners to meet the ventilation requirement varies by municipality. The local jurisdiction and the mechanical engineer for the project should be consulted.



Units Requiring
Adequate Ventilation



Exhibit S2
Adequate Ventilation Requirements

56TH STREET



NOISE ANALYSIS FOR CANVAS CITY OF LAKEWOOD

1.0 INTRODUCTION

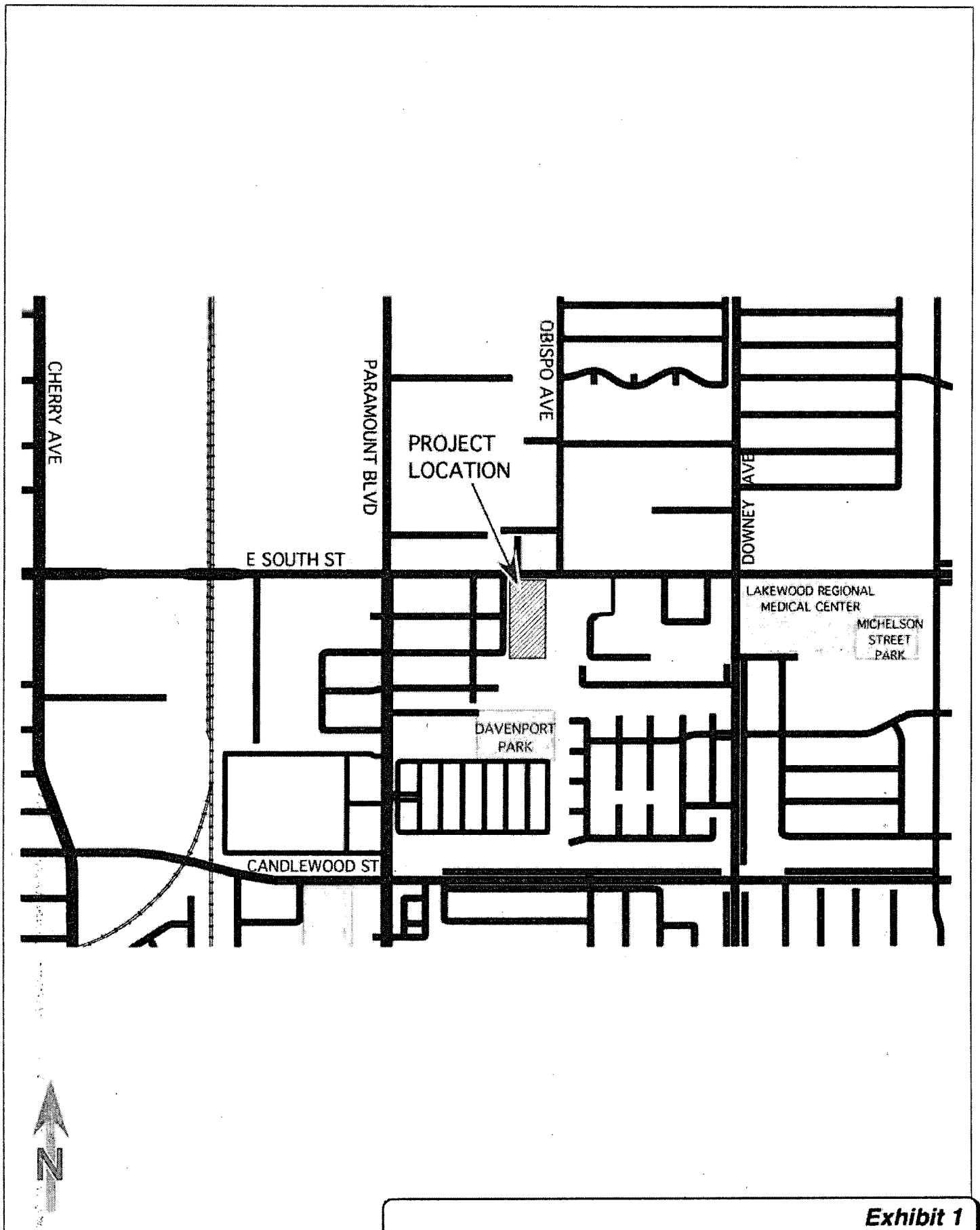
The purpose of this report is to demonstrate compliance of Canvas with the noise related 'Conditions of Approval' that are commonly placed on projects in the majority of City's in the State of California. Common city requirements are that exterior noise levels not exceed 65 CNEL, and that interior noise levels not exceed 45 CNEL. The project calls for the development of 72 multi-family dwelling units.

The project is located in the City of Lakewood, as shown in Exhibit 1. The site plan is shown in Exhibit 2. The project will be impacted by traffic noise from the South Street. This study determines any mitigation measures needed to meet a 65 CNEL exterior noise standard, and a 45 CNEL interior noise standard.

Site plan and grading information was obtained from the drawings for the "Canvas Condominiums", provided by William Hezmalhalch Architects, Inc., dated May 30, 2014. Building construction details were obtained from the drawings for "Canvas" by William Hezmalhalch Architects, Inc., dated May 30, 2014.

2.0 CITY OF LAKEWOOD NOISE STANDARDS

The City of Lakewood requirements are not clear. However, most cities require that the exterior noise levels not exceed 65 dB CNEL and the interior levels not exceed 45 dB CNEL. CNEL (Community Noise Equivalent Level) is a 24-hour time-weighted annual average noise level based on the A-weighted decibel. A-weighting is a frequency correction that correlates overall sound pressure levels with the frequency response of the human ear. Time-weighting refers to the fact that noise that occurs during certain noise-sensitive time periods is given more significance because it occurs at these times. In the calculation of CNEL, noise occurring in the evening time period (7 p.m. to 10 p.m.) is weighted by 5 dB, while noise occurring in the nighttime period (10 p.m. to 7 a.m.) is weighted by 10 dB. These time periods and weighting factors are used to reflect increased sensitivity to noise while sleeping, eating, and relaxing.



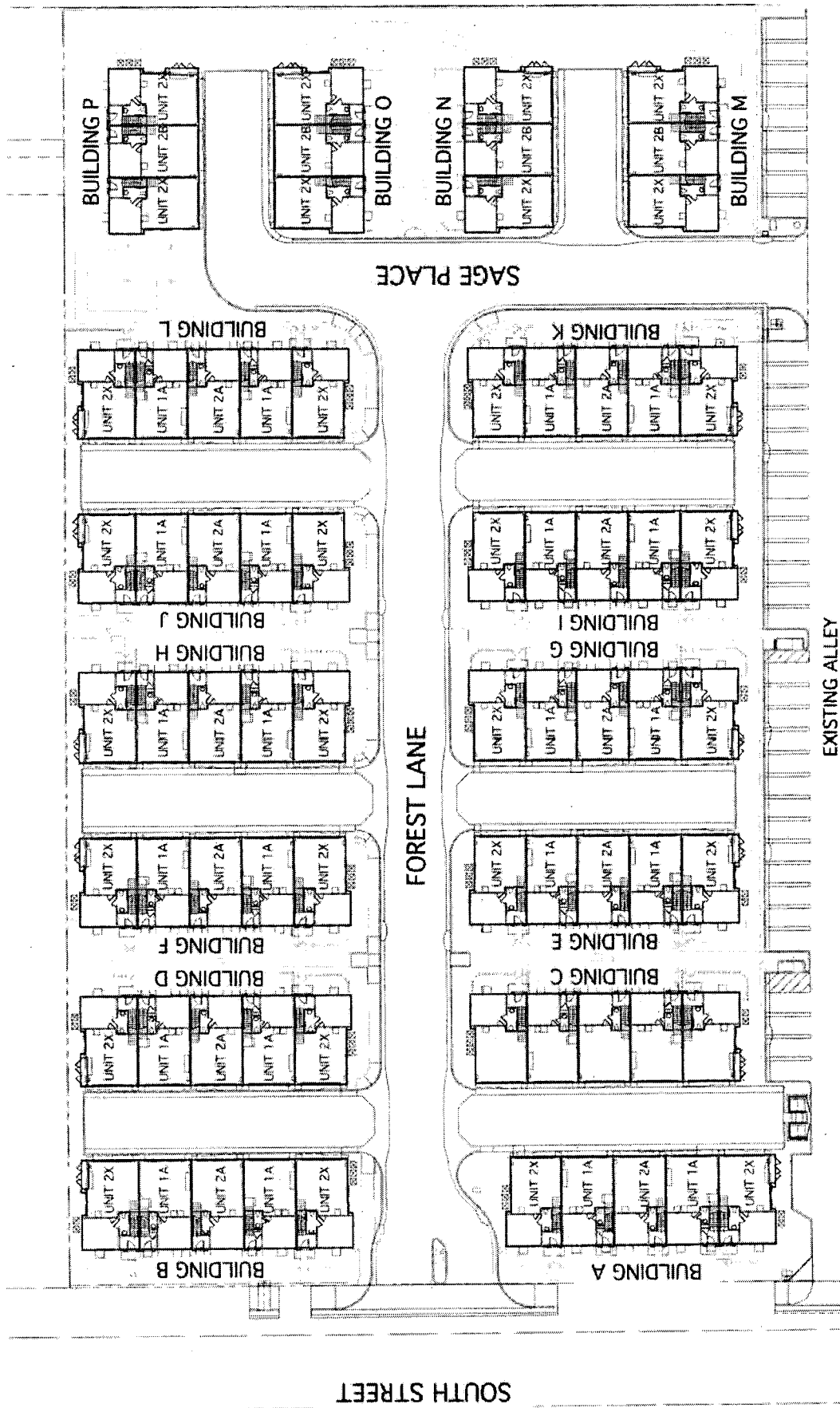


Exhibit 2 Site Plan

3.0 METHODOLOGY

The traffic noise levels projected in this report were computed using the Highway Noise Model published by the Federal Highway Administration ("FHWA Highway Traffic Noise Prediction Model", FHWA-RD-77-108, December 1978). The FHWA Model uses traffic volume, vehicle mix, vehicle speed, and roadway geometry to compute the "equivalent noise level". A computer code has been written which computes equivalent noise levels for each of the time periods used in CNEL. Weighting these noise levels and summing them results in the CNEL for the traffic projections used.

Mitigation through the design and construction of a noise barrier (wall, berm, or combination wall/berm) is the most common way of alleviating traffic noise impacts. The effect of a noise barrier is critically dependent upon the geometry between the noise source, the barrier, and the observer. A noise barrier effect occurs when the "line of sight" between the noise source and the observer is interrupted by the barrier. As the distance that the noise must travel around the noise barrier increases, the amount of noise reduction increases. The FHWA model was also used here in computerized format to determine the required barrier heights.

4.0 NOISE EXPOSURE

The future (year-2034) traffic volume for South Street was taken from the existing (year 2012) ADT counts obtained from the "Lakewood Traffic Counts" document located on the City's website. This document can be found at "www.lakewoodcity.org". The future volumes were calculated by applying a 1% per year growth factor to the existing volume. The speed limit for the roadway was obtained by using the street view mode on Google Maps. The traffic volume, vehicle speed, and roadway grade used in the CNEL calculations are presented in Table 1.

Table 1
FUTURE TRAFFIC VOLUME, SPEED, AND ROADWAY GRADE

ROADWAY	TRAFFIC VOLUME	SPEED	GRADE
South Street	27,925	40	< 3%

The traffic distribution for South Street that was used in the CNEL calculations is listed below in Table 2. Arterial traffic distribution estimates can be considered typical for arterials in Southern California.



Table 2
TRAFFIC DISTRIBUTION PER TIME OF DAY
IN PERCENT OF ADT

VEHICLE TYPE	DAY	EVENING	NIGHT
Automobile	75.51	12.57	9.34
Medium Truck	1.56	0.09	0.19
Heavy Truck	0.64	0.02	0.08

Using the assumptions presented above, the future noise levels were computed. The results are listed in Table 3 in terms of distances to the 60, 65, and 70 CNEL contours. These represent the distances from the centerline of each roadway to the contour value shown. Note that the values given in Table 3 do not take into account the effect of intervening topography that may affect the roadway noise exposure. Topographic effects are included in the noise barrier analysis section (Section 5.0) of this report.

Table 3
DISTANCE TO NOISE CONTOURS FOR FUTURE TRAFFIC CONDITIONS

ROADWAY	DISTANCE TO CONTOUR (FT)		
	-70 CNEL-	-65 CNEL-	-60 CNEL-
South Street	48	103	223

* - Contour distances in this table are based on the centerline of the roadway representing the noise source.

The results in Table 3 indicate that first floor exterior observers along South Street would be exposed to maximum unmitigated traffic noise levels of about 68.5 CNEL.



5.0 EXTERIOR NOISE MITIGATION

The exterior living areas in the project should be designed to comply with a 65 CNEL exterior noise standard. For the exterior living areas that are exposed to noise levels greater than 65 CNEL, some form of noise mitigation is required. An effective method of reducing the traffic noise to acceptable levels is with a noise barrier. Representative cross-sections along South Street (see Appendix for analysis data) were analyzed utilizing the FHWA Model to determine the necessary noise barrier locations and heights. The results of the analysis indicate that in order to meet the 65 CNEL exterior noise standard, patio noise barriers will be required along South Street. The required patio noise barrier locations and heights to meet the 65 CNEL exterior noise standard are shown in Exhibit 3.

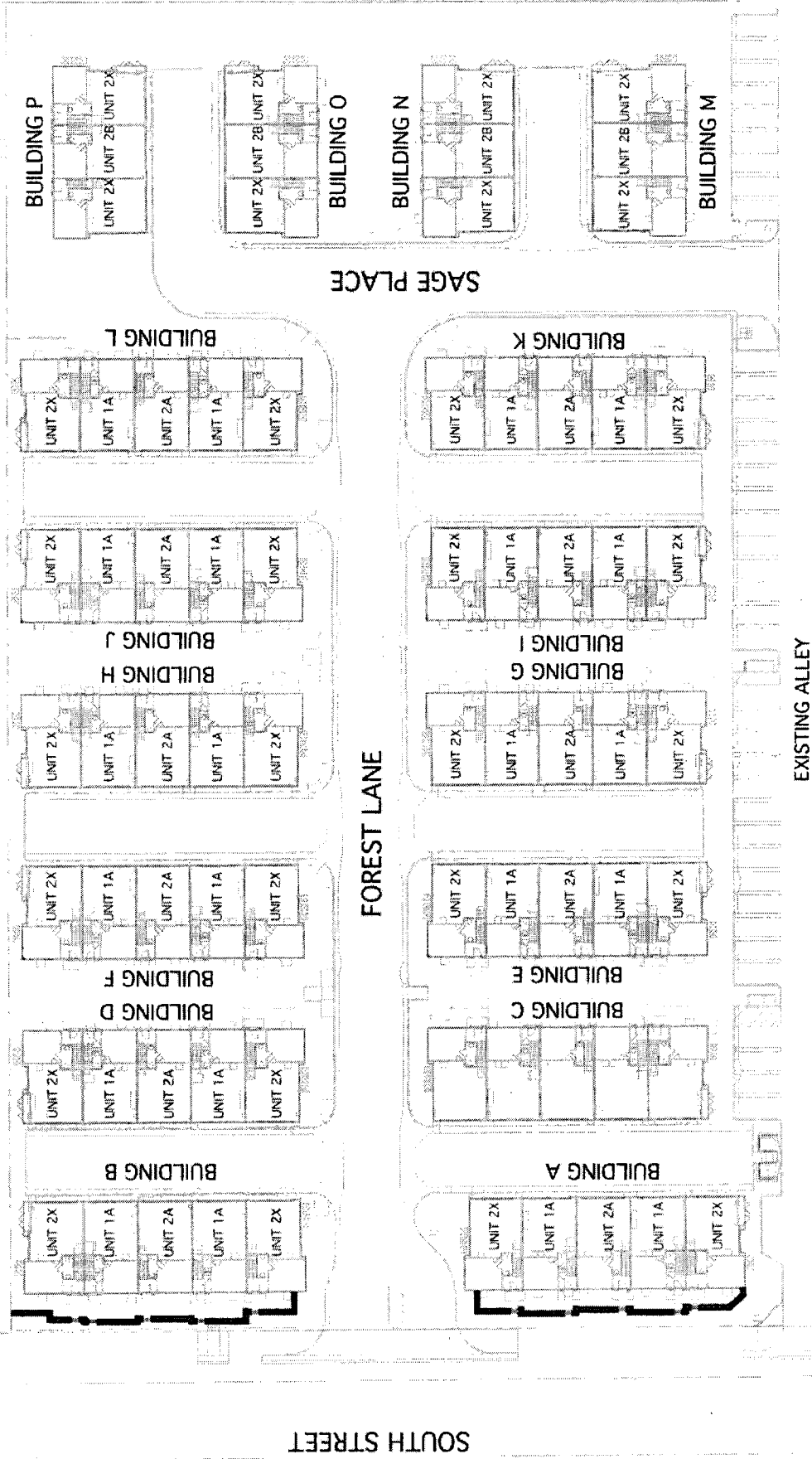
The noise barriers must have a surface density of at least 3.5 pounds per square foot, and shall have no openings or gaps. The wall may be constructed of stud and stucco, 3/8-inch plate glass, 5/8-inch plexiglass, any masonry material, or a combination of these materials.

Access gates leading to patio areas must maintain a surface density of at least 3.5 pounds per square foot. This can typically be achieved by using 1-1/2" plywood or heavy gauge metal. The gate must close snugly or must overlap at the point of closure. The gap at the bottom of the gate shall be kept to a minimum. The gate should be equipped with a spring-loaded mechanism so that it remains closed when not in use.

The first floor exterior living areas in the project are projected to meet the 65 CNEL outdoor noise standard with the noise barriers shown in Exhibit 3.

6.0 INTERIOR NOISE LEVELS

The project must comply with the indoor noise standard of 45 CNEL. To meet the interior noise standard, the buildings must provide sufficient outdoor to indoor building attenuation to reduce the noise to acceptable levels. The outdoor to indoor noise reduction characteristics of a building are determined by combining the transmission loss of each of the building elements that make up the building. Each unique building element has a characteristic transmission loss. For residential units, the critical building elements are the roof, walls, windows, doors, attic configuration and insulation. The total noise reduction achieved is dependent upon the transmission loss of each element, and the surface area of that element in relation to the total surface area of the room. Room absorption is the final factor used in determining the total noise reduction.



56TH STREET

**Exhibit 3 - Noise Barriers Required
in Order to Meet the Exterior Noise Standard**

— 5.5' NOISE BARRIER
- ACCESS GATE





With the exterior mitigation measures specified in Section 5.0, first floor exterior building surfaces in the project will be exposed to noise levels of less than 65 CNEL, and therefore will require less than 20.0 dB exterior to interior noise reduction in order to meet the 45 CNEL interior noise standard. With construction practices common in California, residential buildings achieve outdoor to indoor noise reductions of at least 20 dB. Therefore, all first floor rooms are projected to meet the 45 CNEL interior noise standard without building upgrades.

Second floor building surfaces adjacent to South Street will be exposed to a maximum noise level of 68.0 CNEL, and therefore will require at least 23.0 dB noise reduction in order to meet the 45 CNEL interior noise standard. Detailed engineering calculations are needed for building attenuation requirements greater than 20 dB.

Construction details presented below were taken from the architectural drawings prepared for the project by William Hezmalhalch, Inc.

Roofs - Roofs are insulated, flat, built up over plywood, with a minimum 1/2" gypsum drywall on the interior surface of the living area. This roof/ceiling assembly was estimated to achieve a noise reduction rating of at least EWN_R=41.

Walls - Exterior walls are wood stud construction with stucco exteriors and minimum 1/2" gypsum drywall on the interior. All exterior walls include fiberglass insulation in the stud cavities. The walls were estimated to achieve a noise reduction rating of at least EWN_R=40.

Windows - The operable windows were estimated to achieve a noise reduction rating of at least EWN_R=24. (This is roughly equivalent to a noise reduction rating of STC=26). Any fixed windows were estimated to achieve a noise reduction rating of at least EWN_R=28. (This is roughly equivalent to a noise reduction rating of STC=31).

Based upon the construction details and the EWN_R values, the exterior to interior noise reduction was calculated for a number of rooms in the project. The results of the EWN_R calculations are presented in Table 4.



Table 4
DATA USED TO COMPUTE
THE EXTERIOR TO INTERIOR NOISE REDUCTION

Building, Plan, Room, Element Building Element	AREA (SQ. FT.)	EWNR (dB)
Building B, Plan 2X, Master Bedroom (top floor)		
Window (operable)	24.4	24
Window (fixed)	11.6	28
Wall	214.2	40
Roof/Ceiling	193.1	41
Room Absorption	0	
		<i>Required Noise Reduction:</i> 23.0 dB
		<i>Total Noise Reduction:</i> 26.6 dB
Building B, Plan 2X, Living / Dining Room (2nd floor)		
Window (operable)	67.8	24
Wall	308.4	40
Roof/Ceiling	419.2	60
Room Absorption	0	
		<i>Required Noise Reduction:</i> 23.0 dB
		<i>Total Noise Reduction:</i> 26.2 dB

The data in Table 4 indicates that the worst-case room adjacent to South Street will achieve an outdoor to indoor noise reduction of about 26.2 dB. This exceeds the required reduction of 23.0 dB. Therefore, all rooms in the project are projected to meet the 45 CNEL interior noise standard without building upgrades. See the appendix for additional data.

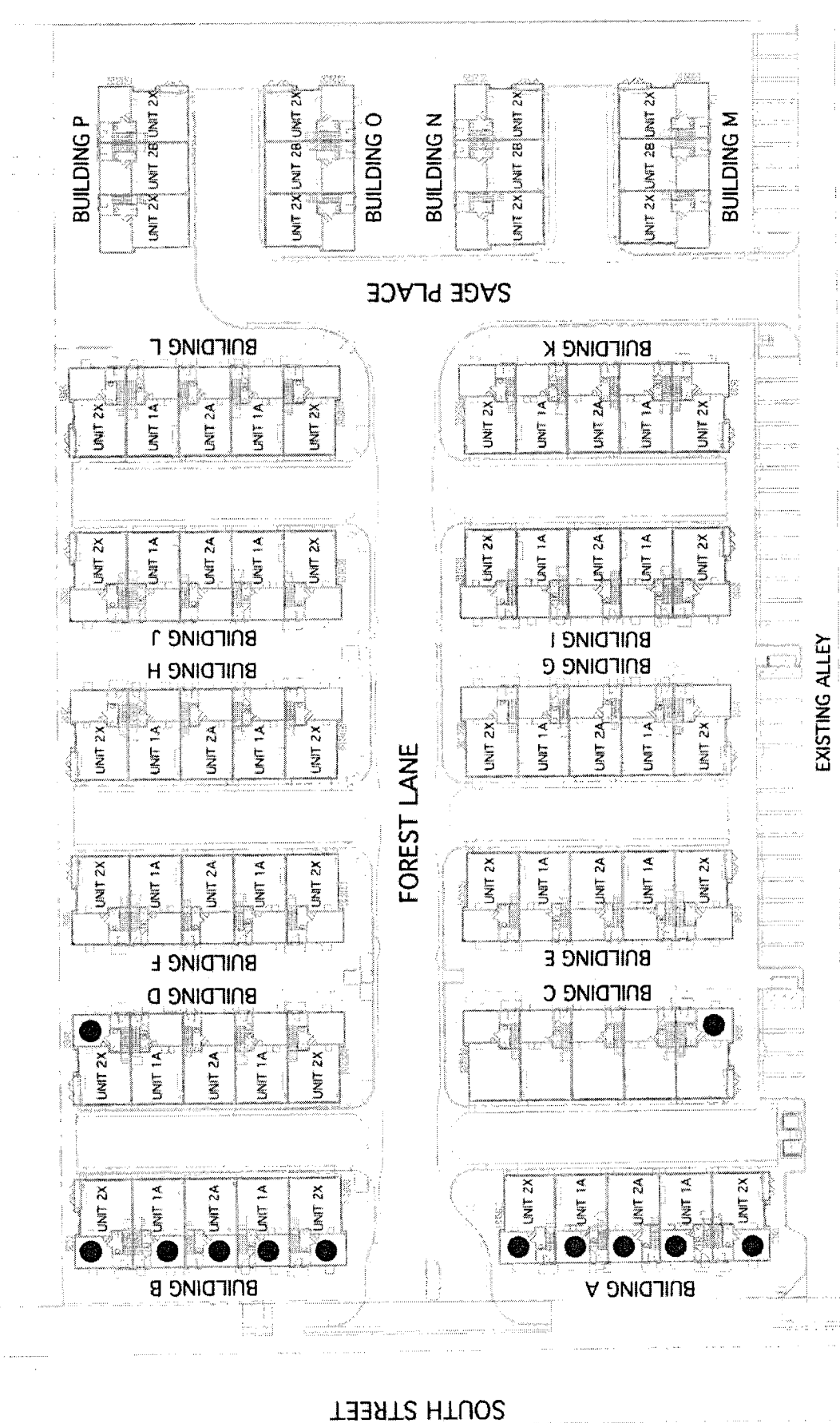


7.0 ADEQUATE VENTILATION

Since the noise attenuation of a building falls to about 12 dB with windows open, all buildings exposed to noise levels greater than 57 CNEL will meet the 45 CNEL interior noise standard only with windows closed. In order to assume that windows can remain closed to achieve this required attenuation, adequate ventilation with windows closed must be provided per the applicable Uniform Building Code.

Adequate ventilation (e.g., a mechanical ventilation system) will be required per the Uniform Building Code for the homes shown in Exhibit 4. Air conditioning units may qualify as adequate ventilation as long as they meet the ventilation requirements specified in the Uniform Building Code. The acceptability of using air conditioners to meet the ventilation requirement varies by municipality. The local jurisdiction and the mechanical engineer for the project should be consulted.

Exhibit 4 Adequate Ventilation Requirements



Units Requiring
Adequate Ventilation



APPENDIX
CALCULATION SPREADSHEETS

DATA USED TO DETERMINE
EXTERIOR AND INTERIOR NOISE LEVELS

2012 ADT from:

City of Lakewood Website Document / "Lakewood Traffic Counts"
<http://www.lakewoodcity.org/civicaas/filebank/blobload.aspx?BlobID=22802>
 9-16-14

Date	9-16-14
Roadway Name	South Street
Vehicles Per Day	27,925
Speed (mph)	40
Grade Adj. (dB)	0.00 dB
Vehicle Noise Red (dB)	0 dB
Roadway Grade	0.0%

Calcs from CALTRANS Website					
Auto	Day	Eve	Night	Equiv	
MT	75.51%	12.57%	9.34%	208.6%	97.42%
HT	1.56%	0.09%	0.19%	3.7%	1.84%
	0.64%	0.02%	0.08%	1.5%	0.74%
	77.71%	12.68%	9.61%		

To get other noise levels (CNEL),

put in other distances (ft)

This is the CNEL at 15m	
Soft	Hard
Auto	68.7
Medium Truck	60.1
Heavy Truck	61.0
Total	69.8

To get other distances (ft),

put in other noise levels

To get other noise levels (CNEL),	
Dist.	Soft
40	71.2
50	69.7
65	68.0
70	67.5
80	66.7
90	65.9
100	65.2
125	63.8
140	63.0
200	60.7
250	59.3
300	58.1
350	57.1
400	56.2

CASE	Road Elevation	Distance To Wall	Base Of Wall	Distance To Observer	Pad Elevation	Observer Height	Wall Height	Barrier Reduction	Traffic Noise
								Auto MT HT	Soft Hard
Unit 1A-R / Building B									
no mit (patio)	0	55	0.0	60	0.0	5	0.0	0.0	68.5 no mit
with wall (patio)	0	55	0.0	60	0.0	5	5.5	5.4	62.9
bldg exposure	0	65	0.0	65	0.0	15	0.0	0.0	68.0 bldg exp

"Canvas", City of Lakewood
 Lyon Homes - Robert De Veyra
 PROJECT #: 559001-0100
 FRED / KEITH TURNER; September 2014

EXTERIOR NOISE LEVEL : 68.0
 INTERIOR STANDARD : 45.0 noise standard
 REDUCTION REQUIRED : 23.0

CASE 1 : Plan 2X, Master Bedroom (top floor)

(ALONG SOUTH STREET)

BUILDING ELEMENT	AREA (ft^2)	EWNR	COMMENTS	10^(-EWNR/10)	UPGRADED EWNR	10^(-EWNR/10)	
Window (operable)	24.4	24	minimum	0.09714	24	0.09714	1/4" SG
Window (fixed)	11.6	28	minimum	0.01838	28	0.01838	
Wall	214.2	40	stud / stucco / gyp / insulation	0.02142	40	0.02142	
Roof / Ceiling (top floor)	193.1	41	flat, built-up, gyp, insul	0.01534	41	0.01534	
TOTAL AREA (ft^2)	443.3			0.15228		0.15228	
10 Log S/A	0	corner					
Calculated Noise Reduction:	28.6				Calculated Noise Reduction:	28.6	
TOTAL NOISE REDUCTION:	26.6				TOTAL NOISE REDUCTION:	26.6	
PASSES BY 3.6 dB					PASSES BY 3.6 dB		

EXTERIOR NOISE LEVEL : 68.0
 INTERIOR STANDARD : 45.0 noise standard
 REDUCTION REQUIRED : 23.0

CASE 2 : Plan 2X, Living/Dining (floor 2)

(ALONG SOUTH STREET)

BUILDING ELEMENT	AREA (ft^2)	EWNR	COMMENTS	10^(-EWNR/10)	UPGRADED EWNR	10^(-EWNR/10)	
Window (operable)	67.8	24	minimum	0.26992	24	0.26992	1/4" SG
Wall	308.4	40	stud / stucco / gyp / insulation	0.03084	40	0.03084	
Roof / Ceiling (top floor)	419.2	60	floor / unit above	0.00042	60	0.00042	
TOTAL AREA (ft^2)	795.4			0.30118		0.30118	
10 Log S/A	0	corner					
Calculated Noise Reduction:	28.2				Calculated Noise Reduction:	28.2	
TOTAL NOISE REDUCTION:	26.2				TOTAL NOISE REDUCTION:	26.2	
PASSES BY 3.2 dB					PASSES BY 3.2 dB		



February 26, 2015

Rick Puffer
Vice President of Project Management
William Lyon Homes, Inc.
4695 MacArthur Court ~ 8th Floor
Newport Beach, CA 92660

**DRB CASE NO. 7908 / LYON HOMES / CANVAS
3014 SOUTH STREET, LAKEWOOD, CALIFORNIA**

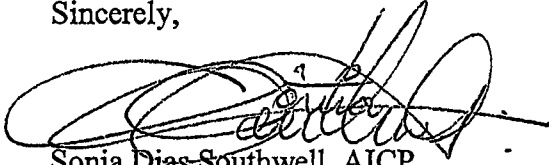
At its meeting on February 25, 2015, the Development Review Board approved the application for a 7' front yard wall. The improvements, with conditions, shall be completed by the applicant to the satisfaction of the Community Development Department:

1. The applicant shall submit plans, obtain permits and construct the requested seven-foot tall front yard wall, in accordance with the approved plans which are on file with the Community Development Department. The wall is being installed as an exterior noise attenuation measure and to increase security for the ten north facing units that front onto South Street.
2. The applicant shall coordinate and/or match throughout, all architectural elements.
3. The applicant shall coordinate and/or match throughout all exterior materials, textures and colors to blend.
4. The proposed wall shall either be landscaped with wall crawling vines or be covered with graffiti-resistant paint or other covering. All glass surfaces on the walls or gates shall be covered with graffiti-resistant film.
5. All contractors, including subcontractors, shall have properly issued city business licenses.
6. The Development Review Board recommends and encourages that the property owner homeowner choose plant materials that are water conserving, require lower maintenance and are not aggressive with the capability of damaging hardscape or adjacent structures.
7. Drought. In response to the on-going drought and state-mandated water conservation measures, the consideration of alternatives to the use of turf is encouraged and the use of high-efficient water-conserving irrigation technology systems (e.g. drip irrigation, low-volume rotating irrigation heads, etc.) is highly encouraged. The installation of water-conserving irrigation systems is required; if the system is new or is being substantially replaced (50% or more). Information regarding water conservation/ water rebate programs for the City of Lakewood is located at:
<http://www.lakewoodcity.org/services/request/water/rebates.asp>.

Lakewood

Should you have any further questions concerning this matter, please do not hesitate to contact me at (562) 866-9771, extension 2301.

Sincerely,

A handwritten signature in black ink, appearing to read 'Sonia Dias-Southwell', with a large, stylized flourish extending from the end of the signature.

Sonia Dias-Southwell, AICP
Director of Community Development

cc:Building & Safety



Low Split-face Wall

⑤



Tall Split-face Wall

①



Tall Metal Fence

②

EXHIBIT "P"



NOTE:
1. Refer to sheet L-5 for Wall / Fence Details.

Schematic Wall & Fence Plan

Lakewood Site (South Street)

Lakewood, California

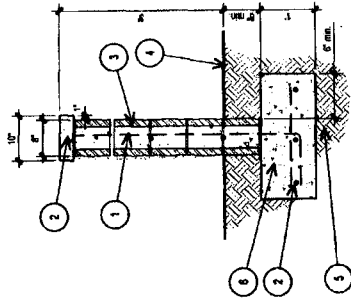
City Ventures, LLC

LEGEND

1. Reinforcement per Sub Report.
2. Precast or pip concrete cap.
3. Sub 1/2" CMU Split Face
4. Finish grade.
5. 90% compacted subgrade.
6. Concrete footing.

NOTES

- A. Refer to Construction Schedule for color, materials & other specifications.
- B. Refer to Sub Engineer's report for reinforcement & footing specifications.



WL-RS-00-01-11
Scale
3/4"=1'-0"

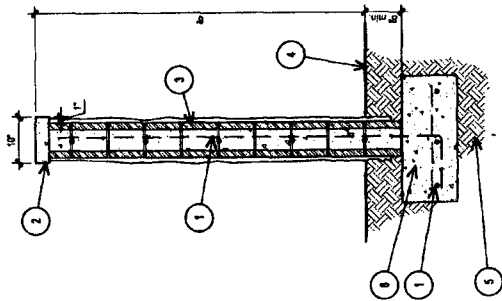
3 LOW SPLIT FACE WALL

LEGEND

1. Reinforcement per Structural Engineer.
2. Precast or pip concrete cap.
3. Sub 1/2" CMU Split Face
4. Finish grade.
5. 90% compacted subgrade.
6. Concrete footing per Structural Engineer.

NOTES

- A. Refer to Construction Schedule for color, materials & other specifications.
- B. Refer to Structural Engineer's drawings for connections, reinforcement & footing specifications.



WL-RS-00-02-01
Scale
3/4"=1'-0"

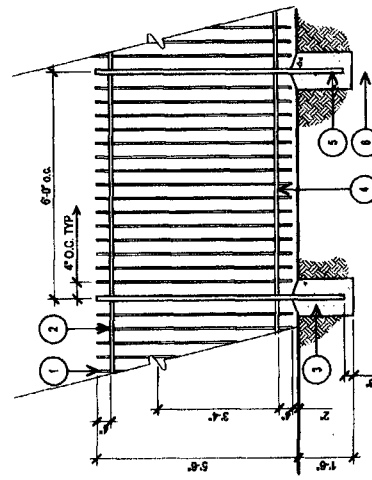
1 TALL SPLIT FACE WALL

LEGEND

1. 1/2" sq. tubular steel pickets.
2. 1"x1/2" tubular steel top rail.
3. Concrete footing, slope to drain.
4. 1"x1/2" tubular steel bottom rail.
5. 1/2" sq. tubular steel post.

NOTES

- A. Concrete, footing, and reinforcement are shown for bid purposes only.
- B. Refer to Structural Engineer detail SP-1 for thickness, reinforcement, and connections.



FE-00-01-01-11
Scale
1/2"=1'-0"

2 TALL METAL FENCE

PUBLIC HEARINGS

CONDITIONAL USE PERMIT NO. 919, REQUESTING APPROVAL FOR CONSTRUCTION AND OPERATION OF A TWO-TUNNEL CARWASH ON A PROPERTY LOCATED AT 11747 CARSON STREET, (Shahram Dehghani)

Chairperson Samaniego declared it to be the time and place for the public hearing on Conditional Use Permit No. 919, asking anyone wishing to be heard on the matter to come forward, with the applicant to speak first.

Seeing no one, Chairperson Samaniego closed the public hearing.

Commissioner McKinnon moved to continue the public hearing on Conditional Use Permit No. 919 to the meeting of April 2, 2015. Commissioner Stuckey seconded the motion. There being no objections, Chairperson Samaniego continued the public hearing to April 2, 2015.

MODIFICATION OF PRECISE PLAN, REQUESTING APPROVAL FOR A WALL GREATER THAN 36 INCHES IN HEIGHT IN THE REQUIRED FRONT YARD ON A PROPERTY LOCATED AT 3014 SOUTH STREET, (William Lyon Homes)

Senior Planner Paul Kuykendall delivered the oral report summarizing the written staff report and slide presentation, as contained in the file for Modification of Precise Plan. Senior Planner Kuykendall recommended that the Commission approve the application for a wall greater than 36 inches in height in the required front yard and the categorical exemption, based on the conditions of approval contained in staff's recommendation.

Chairperson Samaniego declared it to be the time and place for the public hearing on the Modification of Precise Plan, asking anyone wishing to be heard on the matter to come forward, with the applicant to speak first.

Rick Puffer, 4695 MacArthur Court, 8th Floor, Newport Beach, California, 92660 addressed the Commission, identifying himself as the project manager for William Lyon Homes.

Mr. Puffer stated that William Lyon Homes had purchased this property from the previous developer, City Ventures. The site development permit that was processed by City Ventures did not include an acoustical report. When William Lyon Homes had the acoustical report done, it was discovered that, due to the proximity of the two buildings adjacent to South Street, a sound wall would be required with a height of 5'6" on the applicant's side and a slightly greater height on the South Street side since that is a retaining wall. Mr. Puffer added that he appreciated Mr. Kuykendall's report that was to the point and accurate and stated that William Lyon Homes is in agreement with all of the conditions that have been set forth. Mr. Puffer concluded his remarks by saying that models would be opening in the middle of April, so this approval from the Commission would be timely.

Vice Chairperson Quarto asked whether the glass on top was non-breakable.

Mr. Puffer replied that it is sound glass which is tempered safety glass and it will be treated with a film that makes it graffiti resistant.

There being no one else wishing to speak on the matter, Chairperson Samaniego closed the public hearing.

COMMISSIONER STUCKEY MOVED AND CHAIRPERSON SAMANIEGO SECONDED TO APPROVE STAFF RECOMMENDATION TO SUBMIT TO THE CITY COUNCIL FOR APPROVAL.

AYES: COMMISSIONERS: Stuckey, Samaniego, Manis, McKinnon, Quarto
NOES: COMMISSIONERS: None
ABSENT: COMMISSIONERS: None
ABSTAIN: COMMISSIONERS: None

COMMUNITY DEVELOPMENT BLOCK GRANT-CONSOLIDATED PLAN 2015-2020 AND ACTION PLAN 2015-2016 AND ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE.

Director Southwell stated that this would be a split presentation, with Sharon Guidry presenting the Consolidated Plan and the Action Plan and Paul Kuykendall presenting the Analysis of Impediments. Ms. Southwell explained that, upon the departure of one of the members of the Housing staff, Carolyn Kolb and Sharon Guidry worked together to prepare the Consolidated Plan and the Action Plan and Paul Kuykendall prepared the Analysis of Impediments to Fair Housing Choice. Director Southwell noted that today would open the 30-day public comment period.

Sharon Guidry, Neighborhood Preservation Manager, presented the report on the Consolidated Plan 2015-2020 and the Action Plan 2015-2016, which address needs in housing, homeless services, infrastructure, public facilities and economic development. Ms. Guidry explained that the Consolidated Plan represents a general five-year strategy in these areas, while the Action Plan is a more specific one-year approach to meeting objectives.

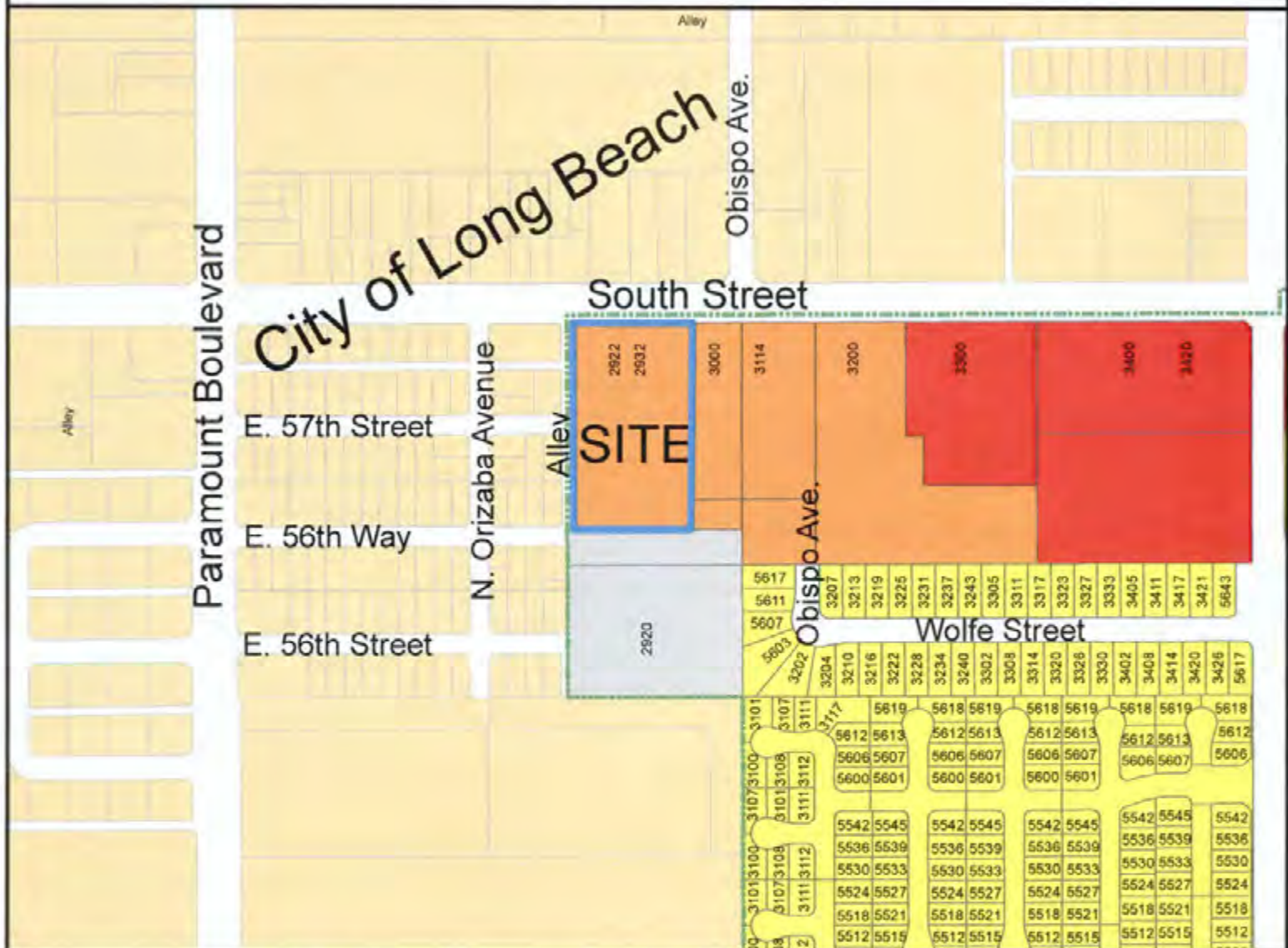
Paul Kuykendall, Senior Planner, presented the report on Analysis of Impediments which examines Lakewood's residents' access to fair housing choice. Mr. Kuykendall expressed his appreciation to Mike Jenkins and Shannon Julius who collaborated with him in preparing the report.

Upon the conclusion of these reports, Attorney Skolnik explained that no motion would be needed on this item. However, it would be necessary to open the public hearing and thereby begin the 30-day public comment period.

Chairperson Samaniego declared it to be the time and place for the public hearing on the Community Development Block Grant Consolidated Plan 2015-2020, the Action Plan 2015-2016 and the Analysis of Impediments to Fair Housing, asking anyone wishing to be heard on the matter to come forward.

Seeing no one, Chairperson Samaniego closed the public hearing.

VICINITY MAP



AERIAL VIEW

South Street

Alley

E. 57th Street

SITE

Alley

E. 56th Way

Modification to Precise Plan
3014 South Street
March 24, 2015





Elevation 'A' Plant Material - South Street

Scale: 1"=10'



Plan View - South Street

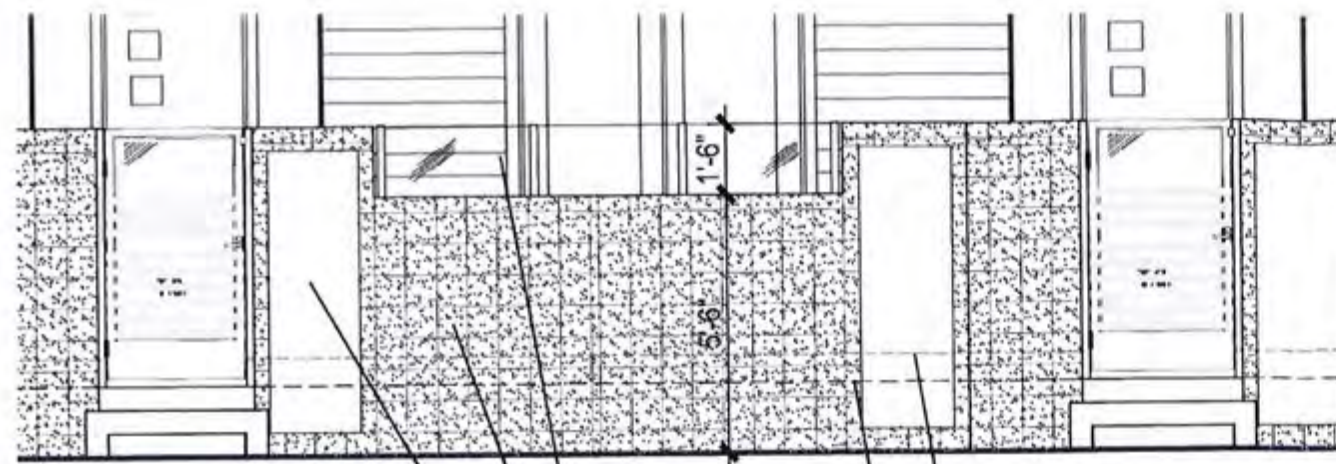
Scale: 1"=20'

Lakewood (Canvas) - Sound Wall Exhibit

Feb. 24, 2015

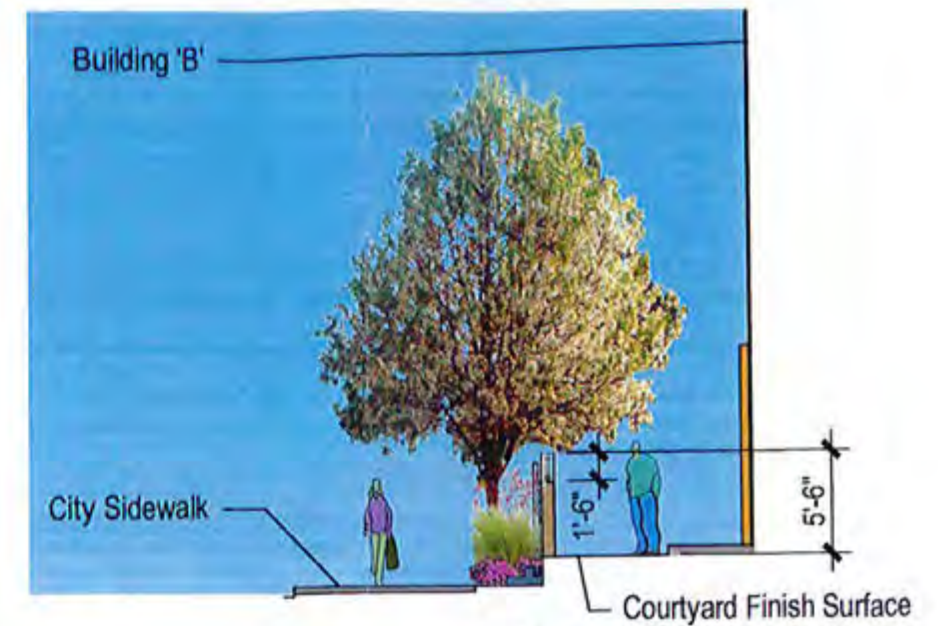
Glass View Fence & Split-Face Wall

EXHIBIT "AA"



Enlargement

Glass View Fence
Split-face Block
Green Screen planting panel
Building Finish Floor
Courtyard Finish Surface
Scale: 1'=4'



Section 'B'



Elevation 'A' - South Street

Evergreen Vines
added to screen wall
Evergreen vine used
on green screen wall

Split-face Wall
Glass View Fence

Lakewood (Canvas) - Sound Wall Exhibit

Feb. 24, 2015
Scale: 1'=10'

EXHIBIT "BB"

Glass View Fence & Split-Face Wall

ORDINANCE NO. 2015-2

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD
MODIFYING THE PRECISE PLAN FOR THAT PROPERTY LOCATED AT
3014 SOUTH STREET.

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

SECTION 1. On June 25, 2014, the City Council of the City of Lakewood adopted Ordinance No. 2013-1 thereby approving Zone Change No. 112, which changed the official zoning from M-F-R (Multiple Family Residential) to PD-MF (Multiple-Family Dwelling Unit Planned Development) for the property located at 3014 South Street, Lakewood, California. Ordinance No. 2013-1 and which included Exhibits "P and "Q" which established a wall height of 36" within the required front yard.

SECTION 2. The proposed Modification of Precise Plan allows fences, gates and walls within the required front yard to be not more than seven feet in height as measured from the public sidewalk.

SECTION 2. The Modification of Precise Plan was made pursuant to Section 9474 of the Lakewood Municipal Code.

SECTION 3. Pursuant to the terms and provisions of the California Environmental Quality Act Guidelines and Resolution No. 73-29 and the City's environmental clearance procedures, the proposed project was found to be Categorically Exempt from the California Environmental Quality Act (CEQA) based on Section 15303.(e) of the CEQA Guidelines of 1970, as amended. Section 15303.(e) exempts certain accessory structures, including fences and walls.

SECTION 5. The aforementioned Modification of Precise Plan has been adopted pursuant to a public hearing held before the City Council on the 24th day of March, 2015 following published, posted, and mailed notice in accordance with the Government Code and local ordinances.

SECTION 6. The Modification of Precise Plan as set forth in Exhibits "AA" and "BB" are hereby approved.

SECTION 7. No person shall violate any provision, or fail to comply with any of the requirements of this Ordinance. Any person violating any of the provisions, or failing to comply with any of the mandatory requirements of this Ordinance shall be guilty of a misdemeanor. Any person convicted of a misdemeanor under the provisions of this Ordinance shall be punished by a fine equal to the maximum amount allowed under state law, or by imprisonment in the City

or County Jail for a period not exceeding six months, or by both fine and imprisonment. Each such person shall be guilty of a separate offense for each and every day during any portion of which any violation of any provisions of this Ordinance is committed, continued, or permitted by such person, and shall be punished accordingly.

In addition to the penalties hereinabove provided, any condition caused or permitted to exist in violation of any provisions of this Ordinance shall be deemed a public nuisance, and may be by this City summarily abated as such, and each day such condition continues shall be regarded as a new and separate offense.

SECTION 8. The City Council hereby declares it would have passed this Ordinance sentence by sentence, paragraph by paragraph, and section by section, and does hereby declare the provisions of this Ordinance are severable and, if, for any reason, any section of this Ordinance should be held invalid, such decision shall not affect the validity of the remaining parts of this Ordinance.

SECTION 9. The City Clerk shall certify to the adoption of this ordinance. The City Council hereby finds and determines there are no newspapers of general circulation both published and circulated within the City, and incompliance with Section 36933 of the Government Code, directs the City Clerk to cause said ordinance within fifteen (15) days after its passage to be posted in at least three public places within the City. This ordinance shall take effect thirty (30) days after its adoption.

ADOPTED AND APPROVED this ____ day of _____, 2015, by the following roll call vote:

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

Mayor

ATTEST:

City Clerk

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

Legislation

RESOLUTION NO. 2015-7

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAKEWOOD AUTHORIZING THE CITY TREASURER TO
DEPOSIT FUNDS FOR SAFEKEEPING AND INVESTMENT
AND AUTHORIZING WITHDRAWAL OF FUNDS FROM
DEPOSITORIES

WHEREAS, Article 2 of Chapter 4 of Division 2 of Title 5 of the Government Code pertains to the deposit and investment of funds of local agencies; and

WHEREAS, pursuant thereto the City Treasurer, with the approval of the City Council, may deposit money necessary to pay the principal and interest on bonds in a bank within or without the State at the place where they are payable. The City Treasurer further is required to deposit the funds of the City in active and inactive deposits in State or national banks, with the objective of realizing maximum return, consistent with prudent financial management; and

WHEREAS, the City Council has from time to time authorized the City Treasurer to invest said funds in certain banks; and

WHEREAS, the City Treasurer would have more flexibility and be better able to carry out the mandate of the law if the City Treasurer, from time to time, may make the determination as to those depositories or investments in which the City's funds are to be placed, all subject to the terms and provisions of said Article 2 of Chapter 4 of Division 2 of Title 5 of the Government Code of the State of California.

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

SECTION 1. Resolution No. _____ pertaining to the deposit and withdrawal of funds is hereby repealed.

SECTION 2. Pursuant to Article 2 of Chapter 4 of Division 2 of Title 5 of the Government Code of the State of California, the City Treasurer is hereby authorized and directed to deposit all funds of the City of Lakewood as therein specified in active or inactive accounts bearing the highest rate of interest as specified in said Government Code, or to invest said funds in those securities as therein specified in said Government Code, all subject to the terms and provisions of Chapter 4 of Title 5 of the Government Code of the State of California.

SECTION 3. The City Treasurer is authorized and directed to execute all necessary documents, authorization and depository agreements to carry out the foregoing. Any State or national bank depository is hereby requested, authorized and directed to honor all checks, drafts or other orders for payment drawn in the City's name on said accounts so made and entered into by the City Treasurer under the manual, electronic, or facsimile signature of Howard L. Chambers, Lisa Novotny or Diane Perkin; and where countersigned by either the manual, electronic, or facsimile signature of _____, Mayor, or that of _____, Mayor Pro Tem. Said depository shall be entitled to honor and to charge to the City of Lakewood for all such checks for the payment of money regardless of, by whom, or by what means the actual or purported facsimile signature or signatures resemble the electronic specimen from time to time filed with the depository by the City Treasurer.

SECTION 4. The City Clerk is directed to certify to the adoption of this resolution and to procure from each depository selected by the City Treasurer the necessary signature clauses, cards, or authorizations. The City Treasurer is directed to keep on file with each depository selected by him the facsimile signature of the Mayor and Mayor Pro Tem and from time to time file with the depository any changes in said facsimile specimen.

ADOPTED AND APPROVED THIS 24TH DAY OF MARCH, 2015, BY THE FOLLOWING ROLL CALL VOTE:

AYES: COUNCIL MEMBERS:
NAYS: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:

Mayor

ATTEST:

City Clerk

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

RESOLUTION NO. 2015-8

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAKEWOOD AUTHORIZING THE USE OF THE MANUAL,
FACSIMILE AND/OR ELECTRONIC SIGNATURE OF
_____, MAYOR, IN THE EXECUTION OF
PUBLIC SECURITIES AND INSTRUMENTS OF PAYMENT

WHEREAS, the Uniform Facsimile Signature of Public Officials Act, Chapter 6, Division 6, Title 1 of the Government Code of the State of California, authorizes the use of facsimile signature in lieu of manual signature for the execution of public securities and any instrument of payment; and

WHEREAS, _____, City Council Member of the City of Lakewood has been elected by said City Council as Mayor of the City of Lakewood; and

WHEREAS, the Mayor of the City of Lakewood is required from time to time to execute by manual signature "public securities and instruments of payment"; and

WHEREAS, the use of facsimile signature by said _____, Mayor, will greatly expedite the conducting of City business;

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

SECTION 1. _____, the Mayor of the City of Lakewood, is hereby authorized and directed to use the hereinafter certified manual, facsimile or electronic signature in lieu of manual signature in the execution of any public security or instrument of payment as provided in Chapter 6, Division 6 of Title 1 of the Government Code of the State of California.

SECTION 2. Resolution No. _____ of the City Council of the City of Lakewood, authorizing the use of the manual, facsimile or electronic signature of _____, Mayor, in the execution of public securities and instruments of payment, is hereby repealed.

SECTION 3. This resolution shall not be effective for any purpose whatsoever unless at least one signature on the execution of such public security or instrument of payment is manually subscribed by a City Officer authorized to so subscribe the same and until a certified copy of this resolution with the manual, facsimile or electronic signature of _____, Mayor, certified and attached thereto has been filed with the Secretary of State of the State of California.

Resolution No. 2015-8
Page Two

ADOPTED AND APPROVED THIS 24TH DAY OF MARCH, 2015, BY THE
FOLLOWING ROLL CALL VOTE:

AYES: COUNCIL MEMBERS:
NAYS: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:

Mayor

ATTEST:

City Clerk

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

RESOLUTION NO. 2015-9

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAKEWOOD AUTHORIZING THE USE OF THE MANUAL,
FACSIMILE AND/OR ELECTRONIC SIGNATURE OF
_____, MAYOR PRO TEM, IN THE EXECUTION OF
PUBLIC SECURITIES AND INSTRUMENTS OF PAYMENT

WHEREAS, the Uniform Facsimile Signature of Public Officials Act, Chapter 6, Division 6, Title 1 of the Government Code of the State of California, authorizes the use of facsimile signature in lieu of manual signature for the execution of public securities and any instrument of payment; and

WHEREAS _____, City Council Member of the City of Lakewood has been elected by said City Council as Mayor Pro Tem of the City of Lakewood; and

WHEREAS, the Mayor Pro Tem of the City of Lakewood is required from time to time to execute by manual signature "public securities and instruments of payment"; and

WHEREAS, the use of facsimile signature by said Mayor Pro Tem, _____, will greatly expedite the conducting of City business;

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

SECTION 1. _____, the Mayor Pro Tem of the City of Lakewood is hereby authorized and directed to use the hereinafter certified manual, facsimile or electronic signature in lieu of manual signature in the execution of any public security or instrument of payment as provided in Chapter 6, Division 6 of Title 1 of the Government Code of the State of California.

SECTION 2. Resolution No. _____ of the City Council of the City of Lakewood, authorizing the use of the manual, facsimile or electronic signature of _____, Mayor Pro Tem, in the execution of public securities and instruments of payment, is hereby repealed.

SECTION 3. This resolution shall not be effective for any purpose whatsoever unless at least one signature on the execution of such public security or instrument of payment is manually subscribed by a City Officer authorized to so subscribe the same and until a certified copy of this resolution with the manual, facsimile or electronic signature of _____, Mayor Pro Tem, certified and attached thereto has been filed with the Secretary of State of the State of California.

Resolution No. 2015-9
Page Two

ADOPTED AND APPROVED THIS 24TH DAY OF MARCH, 2015, BY THE
FOLLOWING ROLL CALL VOTE:

AYES: COUNCIL MEMBERS:
NAYS: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:

Mayor

ATTEST:

City Clerk

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

Reports

COUNCIL AGENDA
March 24, 2015

TO: The Honorable Mayor and City Council

SUBJECT: Volunteer Appreciation

INTRODUCTION

April is recognized as National Volunteer Month and the Recreation and Community Services Department is celebrating the hard work of Lakewood's volunteers by having several recognition and appreciation events this month.

STATEMENT OF FACTS

Many of the Recreation and Community Services Department's programs could not be done without the assistance of the hundreds of volunteers who give their time, energy, and effort to help others. Giving back to community through volunteer service is an important and strong Lakewood tradition and volunteers have helped to make the City a strong and caring community.

VOLUNTEER PROGRAMS AND RECOGNITION EVENTS

The Lakewood Youth Sports (LYS) Coaches Barbeque and trip to Angel Stadium will be held on Saturday, April 11. In 2014, LYS volunteers coached youngsters for 73 basketball teams, 81 baseball/softball teams, and 53 football/volleytennis teams contributing 8,836 hours of service.

The Older Adult Volunteer Recognition Luncheon will be held on Wednesday, April 22 where the "Older Adult Volunteer of the Year" will be honored along with many other senior volunteers who give their time throughout the year. A dedicated group of 150 volunteers keeps Lakewood Meals on Wheels running with 17,432 hours per year at Burns Community Center. Another 40 adult volunteers regularly work at the Weingart Senior Center providing programs and services totaling over 4,500 hours of service. Volunteers provide class instruction in specialty classes such as knitting, crocheting, sculpting, painting, and dance. Programs such as the senior nutrition program rely heavily on volunteers to perform tasks such as preparation, meal service and clean up. Volunteers also make up needed staff for a variety of special events including bingo and holiday parties.

The 19th Annual Lakewood Volunteer Day event and luncheon will take place on Saturday, April 18. Lakewood Volunteer Day is a way many residents get involved and help their neighbors. This day is set aside as a means for the entire community to turn out and volunteer a few hours "close to home" in a variety of projects. Volunteer groups are matched to appropriate project sites. All projects are designed for completion between 8 a.m. and 12 p.m. Last year's Volunteer Day included 510 volunteers working on 29 project sites. The "Thank You" barbeque lunch will be held at the Lakewood Youth Center.

Council Agenda
Volunteer Appreciation
March 24, 2015
Page 2

Lakewood teens continue to be enthusiastic volunteers. In 2014, they contributed 4,178 hours of service at the parks and community centers. In addition, the Teens in Lakewood Care (TLC) program continues to help residents throughout the year. In 2014, 30 teens from local high schools volunteered and cleaned up two local project sites, contributing 150 hours of volunteer service. This tradition of voluntary action and opportunity for teens creates a strong pattern of civic engagement that will expectedly continue with them into adulthood.

The Junior Lifeguard program was another popular program in 2014. Teens volunteering for this program are required to attend a formalized, vigorous training that includes safety training and procedures, lifeguard and rescue skills, aquatic aid teaching techniques, and First Aid and CPR. Junior lifeguards also attend regular workouts to hone their swimming techniques. Despite the many requirements, 32 teens volunteered for the program and paid a small fee for their participation. Attired in their black or navy blue swimsuits and Lakewood Junior Lifeguard t-shirts, they assisted in swim classes and special events logging 516 hours of service last summer at both pools.

The Project Shepherd holiday program is another big event that needs volunteers to make it possible. This past December, the program had 192 volunteers who worked in the warehouse at the Lakewood Youth Center. Volunteers sorted cans, distributed gifts, and packed boxes totaling 1,217 hours of service. This helped 396 families receive food and gifts over the holiday season.

SUMMARY

Volunteers have an enormous impact on the health and well-being of communities. According to research from the Independent Sector, the estimated dollar value of volunteer time in California was \$26.34 per hour for 2013. The value of volunteer programs is not derived simply by looking at this dollar amount and the volunteer hours worked; but by looking at the contribution made by all the generations of volunteers in Lakewood. Volunteers have enabled the Recreation and Community Services Department to maximize its resources and provide a variety of quality programs and services to all ages. Volunteers will continue to be the cornerstone in maintaining the quality of life programs that have made Lakewood a unique community. Staff recommends that the City Council accept this status report and order it be received and filed.

Lisa Litzinger, Director
Recreation and Community Services



Howard L. Chambers
City Manager



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

Housing Successor

**CITY OF LAKEWOOD SUCCESSOR AGENCY - HOUSING
FUND SUMMARY 3/19/2015**

In accordance with section 2521 of the Lakewood Municipal Code there is presented herewith a summary of obligations to be paid by voucher 55 through 55. Each of the following demands has been audited by the Director of Administrative Services and approved by the City Manager.

3901	HOUSING SUCCESSOR AGENCY	18,000.00
		<hr/>
		18,000.00

Council Approval

Date

City Manager

Attest

City Clerk

Director of Administrative Services

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

<u>CHECK #</u>	<u>CHECK DATE</u>	<u>VEND #</u>	<u>VENDOR NAME</u>	<u>GROSS</u>	<u>DISC.</u>	<u>CHECK AMOUNT</u>
55	03/19/2015	4725	BOLTON, DIANE AND	18,000.00	0.00	18,000.00
Totals:				<u>18,000.00</u>	<u>0.00</u>	<u>18,000.00</u>