

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

April 9, 2019

**ADJOURNED MEETING:**

6:00 p.m.  
*EXECUTIVE BOARD ROOM*

1) CONSIDERATION OF FRONT YARD PAVING, PARKING AND LANDSCAPING - Staff recommends City Council discuss options for regulations regarding front yard paving, parking and landscaping and establish some preferred policy directions; direct staff to prepare and present an ordinance in accordance with those policy directions to Planning and Environment Commission for review; PEC shall conduct hearing on proposed ordinance(s) and provide recommendation to City Council.

2) PROPOSED FIREWORKS SHOW 2020 - Staff recommends City Council appropriate \$41,857.43 in FY2020 budget to fund operations and personnel to offer community fireworks display on Saturday, June 27, 2020, at Del Valle Park.

**CALL TO ORDER**

7:30 p.m.

**INVOCATION:** Dr. Bill Cox, Victory Through Jesus Church

**PLEDGE OF ALLEGIANCE:** Girl Scout Troop 2993

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

**ANNOUNCEMENTS AND PRESENTATIONS:**

Presentation by Maria Jimenez of Donate Life/One Legacy and Proclamation by City of Lakewood

**ROUTINE ITEMS:**

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

RI-1 MEETING MINUTES - Staff recommends City Council approve Minutes of the Meeting held March 26, 2019

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

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

## **City Council Agenda**

April 9, 2019

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

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

RI-5 RESOLUTION NO. 2019-8; REGARDING LIST OF PROJECTS FOR FISCAL YEAR 2019-2020 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017 - Staff recommends City Council adopt proposed resolution.

RI-6 AGREEMENT WITH LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY (GWMA) FOR COST SHARING FOR THE IMPLEMENTATION OF THE COORDINATED COMPLIANCE, MONITORING AND REPORTING PLAN FOR THE DOMINGUEZ CHANNEL AND LONG BEACH HARBORS WATERS TOXIC POLLUTANTS TOTAL MAXIMUM DAILY LOAD (TMDL) – Staff recommends City Council authorize Mayor to enter into five year agreement with GWMA.

RI-7 SIDEWALK AND RAMP REPAIRS AT MAYFAIR PARK FOR ADA COMPLIANCE – Staff recommends City Council authorize work for sidewalk and ramp repairs at Mayfair Park for ADA Compliance in an amount not to exceed \$63,500.

RI-8 PROCUREMENT OF INFORMATION TECHNOLOGY (IT) BACKUP AND SECURITY SOFTWARE AND SERVICES - Staff recommends City Council authorize procurement of Barracuda backup and email security software and services for a three-year period from Sable Computer Inc. in the amount of \$32,543.46.

RI-9 WATER SALE AGREEMENT WITH LONG BEACH WATER DEPARTMENT – Staff recommends City Council approve water purchase agreement with City of Long Beach Water Department and upon approval of City Attorney as to form authorize its execution by Mayor.

### **PUBLIC HEARINGS:**

1.1 AWARD OF BID FOR PUBLIC WORKS PROJECT NO. 2018-7, PARAMOUNT BLVD LANDSCAPING & DRAINAGE - Staff recommends City Council adopt plans, specifications, addenda and working details for subject project; reject bid protest filed by KASA Construction on March 29, 2019; award a contract for Public Works Contract 2018-7, in amount of \$2,099,255 to low bidder, Aramexx Construction, and authorize Mayor to sign contract in a form approved by City Attorney; and authorize staff to approve cumulative total of change orders, as necessary, not to exceed \$200,000.

### **REPORTS:**

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

### **ORAL COMMUNICATIONS:**

### **ADJOURNMENT**

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

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

*Adjourned*

## COUNCIL STUDY SESSION

April 9, 2019

**TO:** Honorable Mayor and City Council

**SUBJECT:** Discussion of possible regulations regarding front yard paving, parking and landscaping.

### INTRODUCTION

Recently there have been concerns expressed by a number of residents and staff regarding:

- 1) Vehicles parked on paved areas, other than designated driveways, within the front yard area;
- 2) The lack of regulations regarding the amount of a front yard that is required to be landscaped and how much may be covered with impermeable paving or other impermeable hardscape.

This study session is being presented to help guide a discussion of these two issues and identify possible regulation alternatives.

Front Yard Parking. The issue of parking on paved areas of the lot other than the designated driveway has originated from a series of complaints from residents, who received tickets for parking on these areas on days that were not street sweeping days. Since January 1, 2019, there have been 50 service requests received and 156 warnings/citations issued regarding residents parking in the front yard area.

Community Development staff conducted a survey of aerial maps and street view images to determine the extent of additional paved parking in front yards. The survey consisted of 10 sample areas consisting of 10,639 single-family residences, representing 48.3% of all 22,023 single-family residences in the City. This survey found that 465 residences (4.3% of those surveyed) had additional paving in their front yards that could be used for parking. Because of the large and diverse housing stock in Lakewood, there are various types of paving conditions such as: side-by-side parallel width expansion, circular drives, perpendicular expansions, side on garage width expansions and corner lot double driveway approaches. There are also residences with single car garages, double car garages, RV barns, carports some without any covered parking and there was even one with a four-car garage with a 40' wide driveway.

**Question:** *Should Lakewood allow parking on paved portions within the front yard area, other than the designated driveway?*

Front Yard Landscaping vs. Paving/Hardscape. In researching the issue of parking within the front yard area, staff identified a potential issue related to the lack of minimum front yard landscape requirements within the City's Municipal Code. As currently written, the Code allows the front

yard area of a home to be completely covered with concrete, or other non-permeable material, which in turn could be used for additional parking, thus exacerbating the existing vehicle parking problem.

A review of landscape regulations of surrounding Gateway cities was conducted and excerpts from their municipal codes are provided in Appendix A of this report. In summary, these ordinances either specified the minimum amount of required landscaping (40-50%) and/or regulated the amount of paving allowed by requiring everything to be landscaped except for driveways and walkways, and in some cases, porches and patios

**Question:** *Should Lakewood impose minimum front yard landscaping and maximum front yard paving requirements?*

## **STATEMENT OF FACTS**

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

### **Front Yard Defined.**

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

### **Parking Regulations**

The primary R-1 authorization for parking a vehicle in the front yard is as follows:

*LMC 9373.7. VEHICLES IN R-1, R-A, AND M-F-R ZONES. Except as provided in Section 9373.1, no vehicle or part thereof, including body parts, trailer bodies or camper bodies, or parts thereof, shall be parked, stored or maintained in the front yard, or the side yard of corner lots, as defined in Sections 9322.5.B, 9326.7.B, and 9332.C of the R-1, R-A, and M-F-R zones, except:*

*A. Motor vehicles of the passenger automobile variety, provided that the same are parked, stored or maintained in an access driveway designed and intended to be used to provide ingress and egress from a public or private right-of-way to the required automobile parking space, and where the same at all times are licensed for operation on the streets of the State of California, capable of self-propulsion.*

The following are adopted regulations for off-street parking:

LMC Section 9490 T.1. for “**Automobile parking Spaces Required, Residential Use, R-1 Dwelling, Single Family** states that: *A private garage or carport providing not less than two automobile storage spaces shall be maintained for each single-family residence. Such garage or carport shall not be within the front yard.*

NOTE: There are a significant number of homes in Lakewood with a single car garage or carport and there is no room for a second parking space. Allowing a minimum of two front yard parking spaces would benefit these residences.

Under the R-1 Zone Regulations it states:

*LMC Section 9321. **OFF-STREET PARKING.** A private garage or carport providing not less than two (2) automobile storage spaces shall be maintained for each single-family residence. Such garage or carport shall not be within the front yard. Notwithstanding the foregoing, a private garage or carport providing one (1) automobile storage space shall be maintained for each single-family residence validly erected and conforming on February 27, 1958, provided, however, one (1) additional automobile storage space is permanently maintained on said parcel within that area authorized by this Part for the construction of accessory buildings with the exception that said additional automobile storage space need not be provided where the location of the aforementioned single-family residence would make it impossible to so provide said automobile storage space except by encroaching into the required front or side yard. All required parking spaces shall be kept clear of storage, furniture, appliances, equipment, plants, or accumulations of trash, rubbish or debris, and shall remain accessible for the parking of vehicles.*

Also related to this use is:

**LMC 9492. General Requirements For Development Of Off-Street Parking Areas.**

**A. Off-Street Automobile Parking Stall Dimensions And Design Criteria**

**1. Automobile Parking Stall, Standard Size**

*(a) Dimensions. The minimum dimensions of each standard size stall shall be not less than nine (9) feet in width by twenty (20) feet in length.*

**B. Driveway Maneuvering Areas.** *All off-street parking areas shall be provided with access driveways providing safe and reasonable ingress and egress from the street providing egress and ingress thereto. Driveway or maneuvering areas within a parking lot or area shall be designed so as to provide for safe and reasonable maneuverability vehicles within the off-street parking area in accordance with the standard chart and diagrams on file the office of the Director of Community Development.*

**Single-Family Residential Landscape Regulations**

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

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

## **POSSIBLE POLICY ALTERNATIVES**

### **Front Yard Parking**

1. **Enforce Existing Front Yard Parking Ordinance.** Residents would only be allowed to park vehicles in an approved driveway leading to a garage. Vehicles found to be in violation of this ordinance, even if parked on paved non-driveway portion of the front yard area, would continue to be cited.
2. **Allow Additional Front Yard Paving to be used for Vehicle Parking.** Modifying the existing ordinance to allow for an expansion of the paving in the front yard area would allow for additional vehicle parking. Parking enforcement staff would no longer respond to these types of service requests or issue citations. A suggested modification to the current regulation could be:

*For any single-family use in a residential zone, paved areas, immediately adjacent to the required access driveway may be used for the parking or storage of operable automobiles, recreational vehicles, boats or boat trailers. Maximum total combined width of paved areas for the driveway and expanded parking area shall not exceed 20 feet, unless leading directly to an approved garage or carport.*

### **Minimum Landscape Requirements**

3. **Maintain Existing Landscape Ordinance.** The wording of the existing ordinance allows for the front yard area to potentially be completely covered with concrete. Not only could the front yard area not have any organic plant material, but it would likely be used for additional vehicle parking.
4. **Add Minimum Landscaping Requirement.** Instruct staff to prepare an ordinance that would mandate that a minimum percentage of the required front yard for a single-family residence and all multiple- family residences, including duplexes, triplexes and 4-unit complexes be landscaped with living plant material and/or permeable hardscape (e.g. porous patio pavers). The landscaping shall be approved to the satisfaction of the Community Development staff and/or the Development Review Board if in conjunction with a construction project that is subject to their review.

#### **Additional Policy Considerations:**

- a. Artificial Turf vs. live plant materials? Should this be regulated?

- b. Minimum 40% of the required front yard shall be landscaped, excluding required driveways and walkways from landscaped area.
- c. Does landscaped area allow and include permeable pavers as part of the landscaped area? Permeable pavers are encourage to assist with stormwater retention.

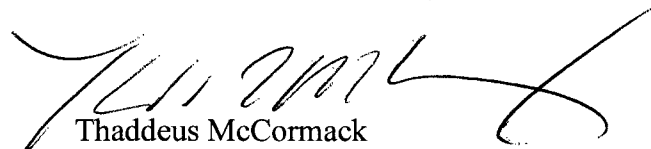
**RECOMMENDATION**

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



Abel Avalos

Director of Community Development



Thaddeus McCormack  
City Manager



## **Appendix A**

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

#### **Artesia – 9-2.2805**

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

#### **Bell – 17.16.040 (B)**

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

#### **Bellflower – 17.16.200 (A)**

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

#### **Bell Gardens – 9.34.020**

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

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

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

(i) Coverage.

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

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

#### **Compton – 30-43.3 (a) 1 & 2**

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

#### **Downey – 9520.04**

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

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

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

**La Mirada – 21.66.040 (note 1.)**

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

**Montebello – 17.10.080**

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

Nonliving material shall not be substituted for required landscaping.

**Norwalk – 17.03.010**

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

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

**Paramount – 44.23**

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

**Pico Rivera – 18.42.050 (note 20)**

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

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

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

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

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

**Signal Hill – 20.10.072**

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

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

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

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

**South Gate – 11.25.070**

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

## **Appendix B**

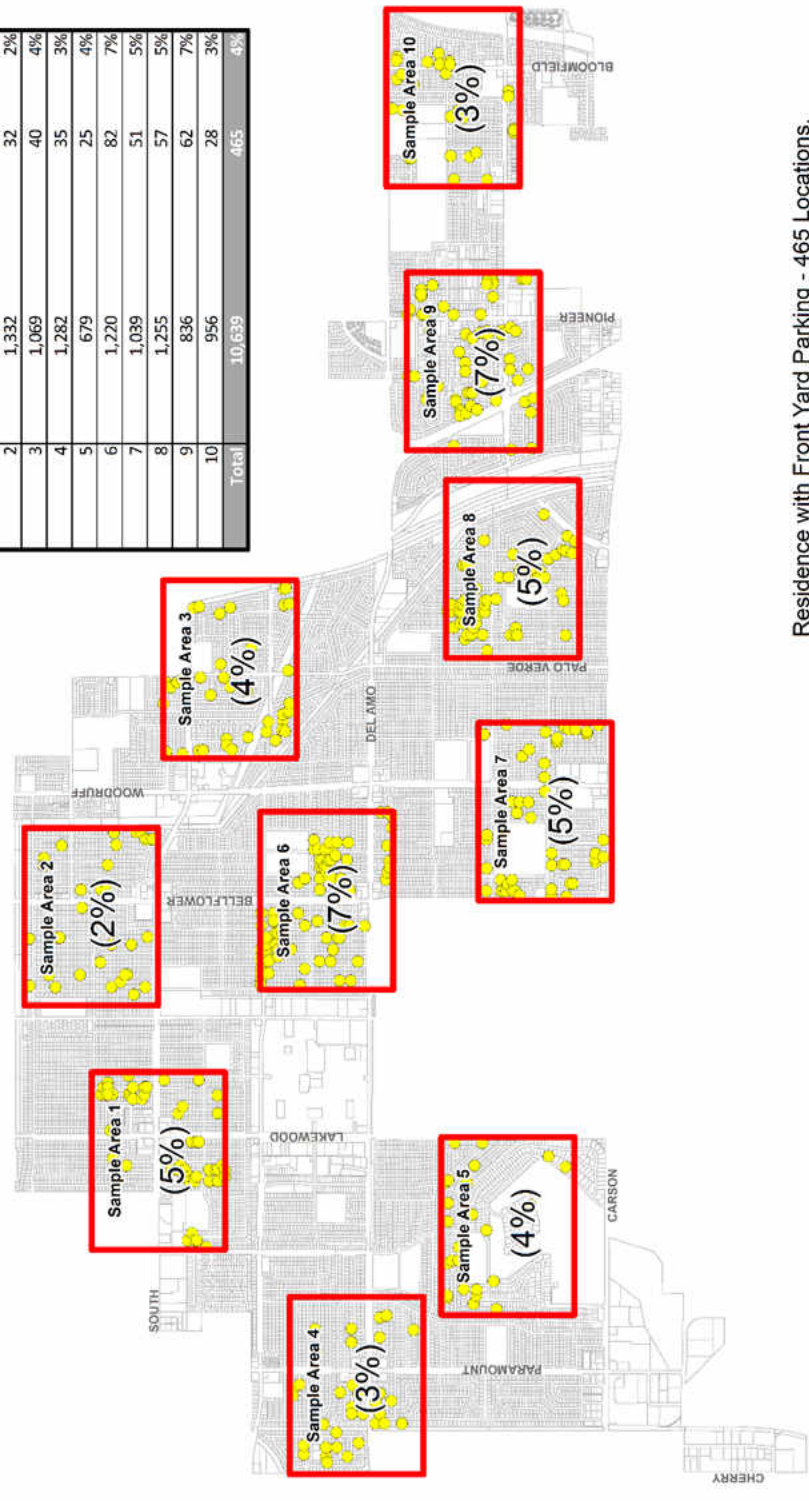
### **MAPS and Pictures**

1. Front Yard Parking 2019 Aerial Survey – 10 Sample Areas  
(10,639 of 22,023 Total SFR or 48.3%)
2. Front Yard Parking Survey 2019 Service Requests (50 since 1/1/2019)
3. Front Yard Parking Survey 2019 Citations/Warnings (156 since 1/1/2019)
4. Front Yard Parking Survey 2018 Citations/Warnings (579 during 2018)
5. Examples of Existing Paved Parking Areas in Front Yards (Google street views)



# FRONT YARD PARKING AERIAL SURVEY

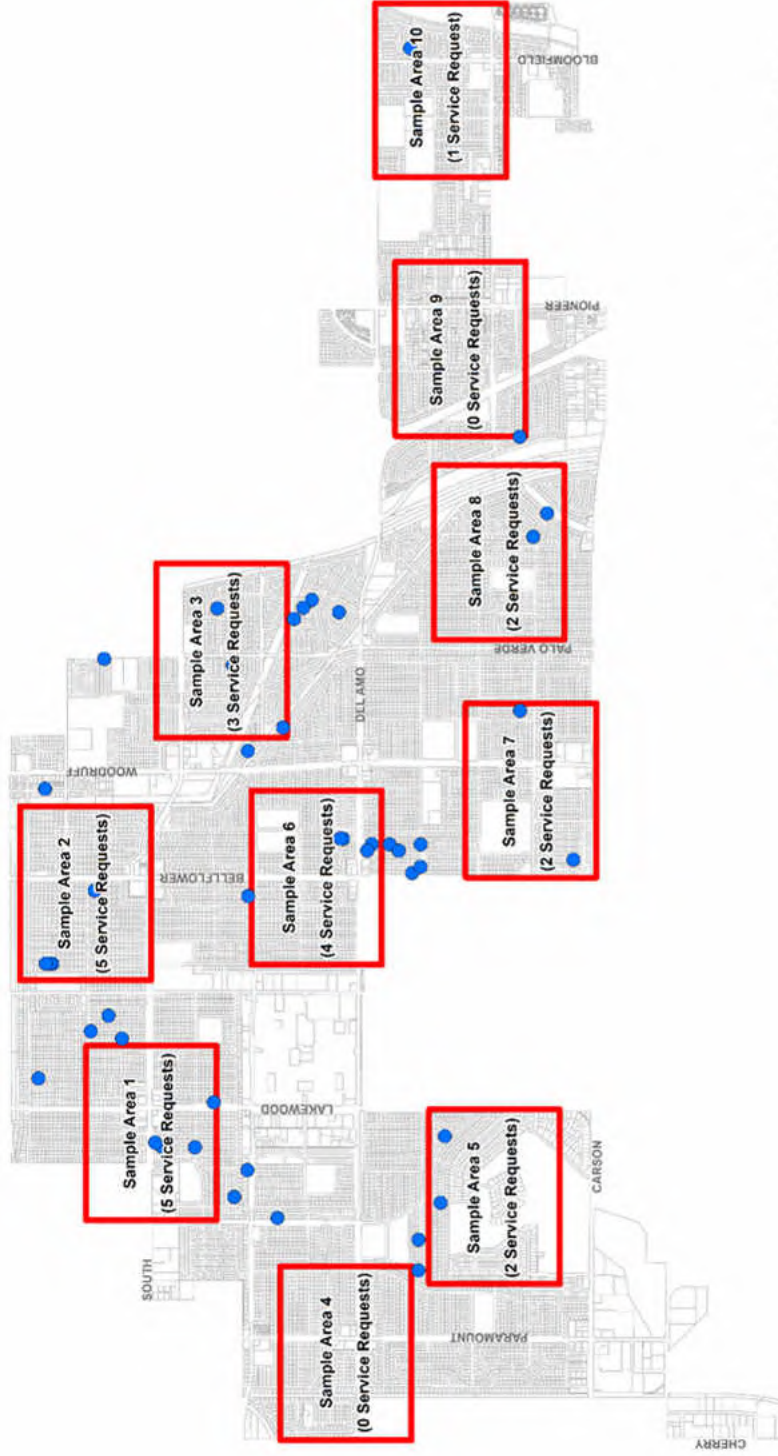
Sample Area	# of Residences	# of Front Yard Parking	Percentage
1	971	53	5%
2	1,332	32	2%
3	1,069	40	4%
4	1,282	35	3%
5	679	25	4%
6	1,220	82	7%
7	1,039	51	5%
8	1,255	57	5%
9	836	62	7%
10	956	28	3%
Total	10,639	465	4%



● Residence with Front Yard Parking - 465 Locations,  
4% of all Residences within Survey Areas



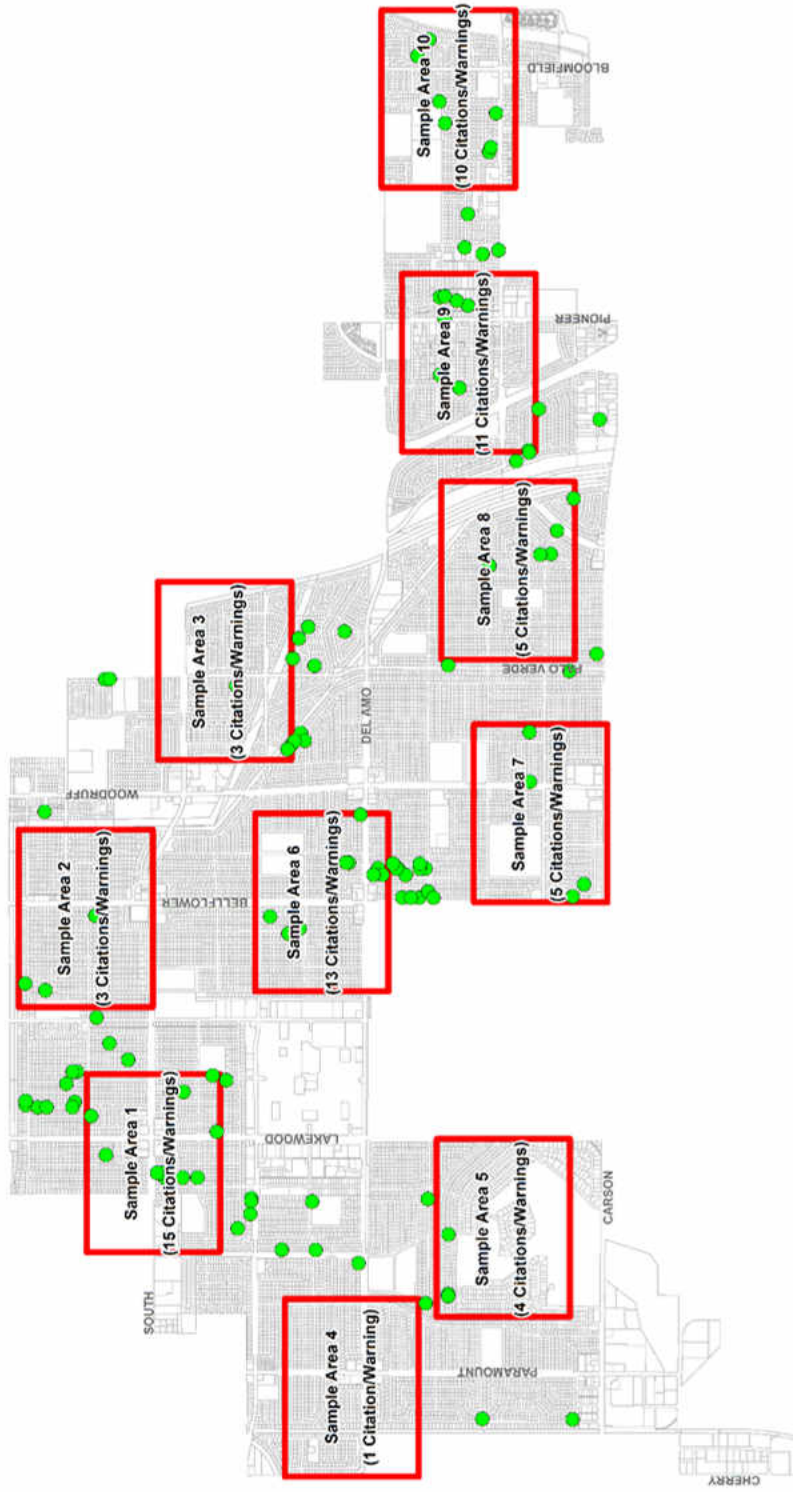
# FRONT YARD PARKING SERVICE REQUESTS ISSUED JANUARY - MARCH 2019



● Service Request - 50 Total, 24 within Survey Areas (48%)



# FRONT YARD PARKING CITATIONS/WARNINGS ISSUED JANUARY - MARCH 2019

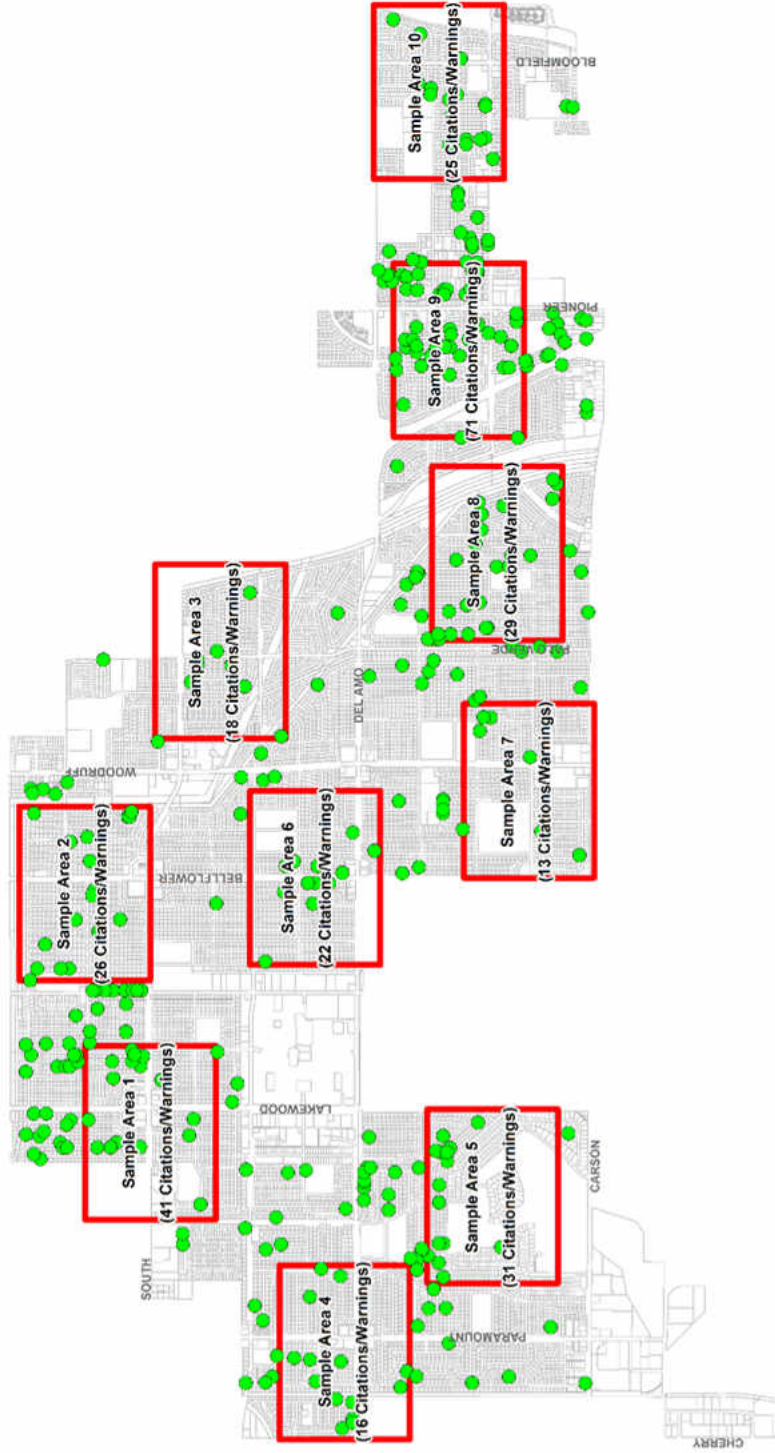


● Citation/Warning - 156 Total, 69 within Survey Areas (44%)





# FRONT YARD PARKING CITATIONS/WARNINGS ISSUED 2018

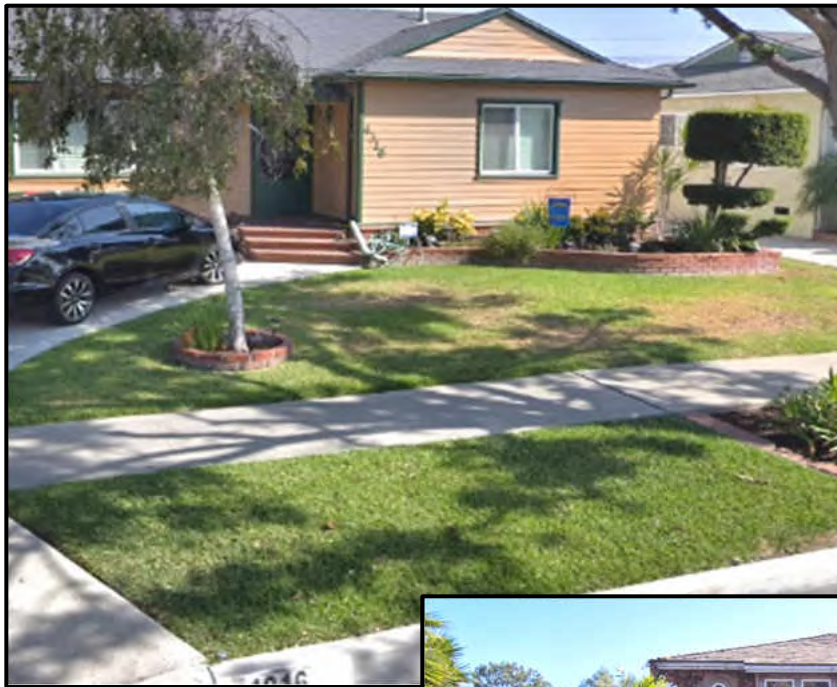
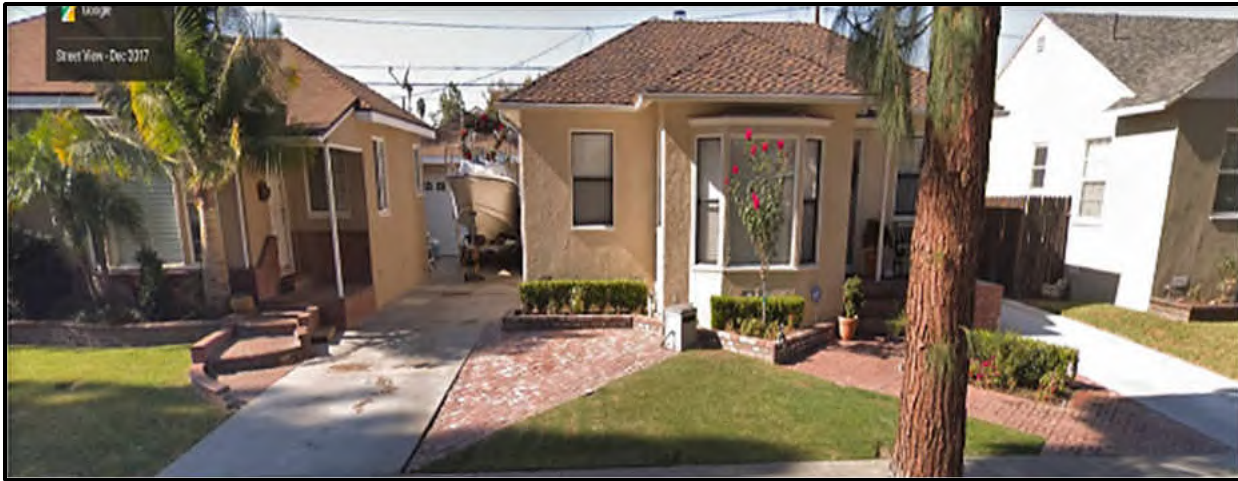


● Citation/Warning - 579 Total, 292 within Survey Areas (50%)

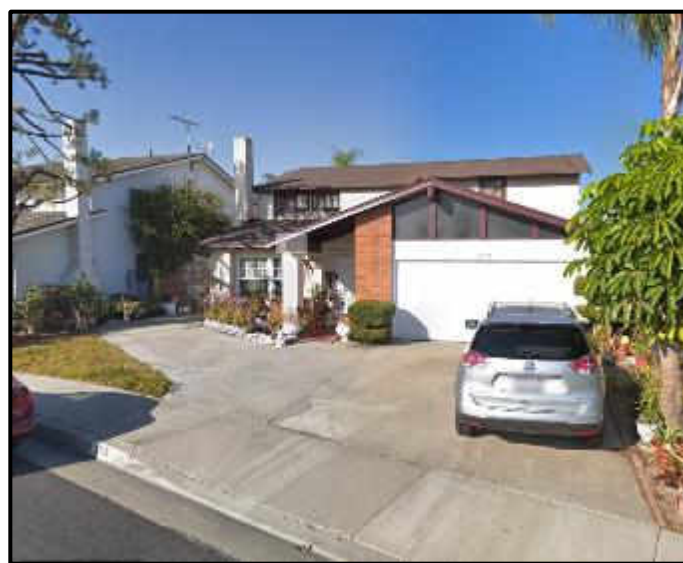
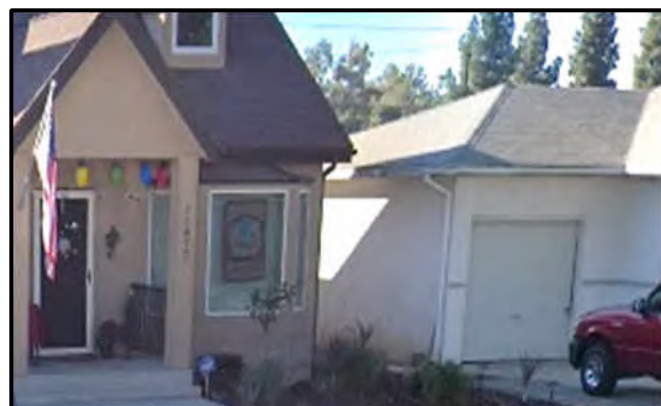
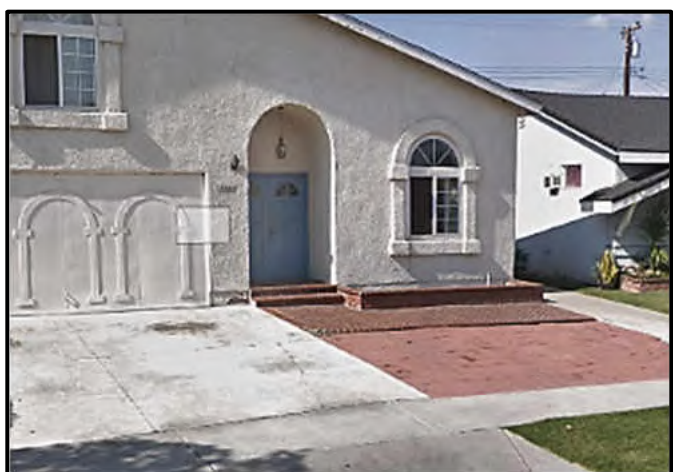
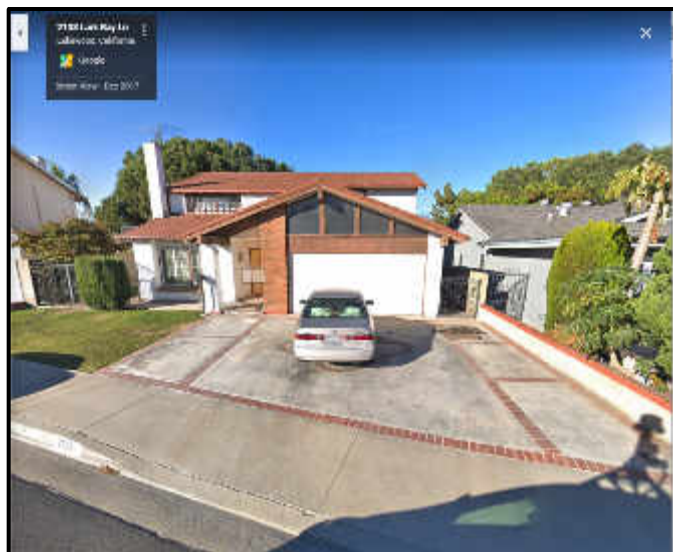


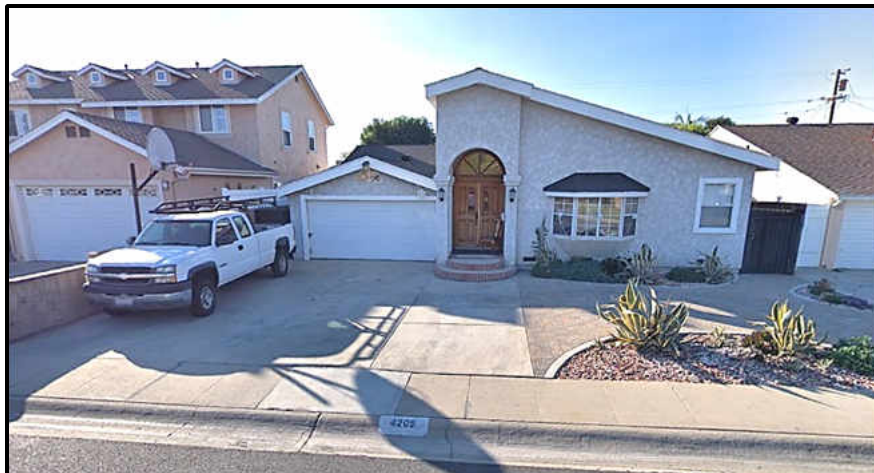


**EXAMPLES OF EXISTING PAVED PARKING AREAS IN FRONT YARDS**

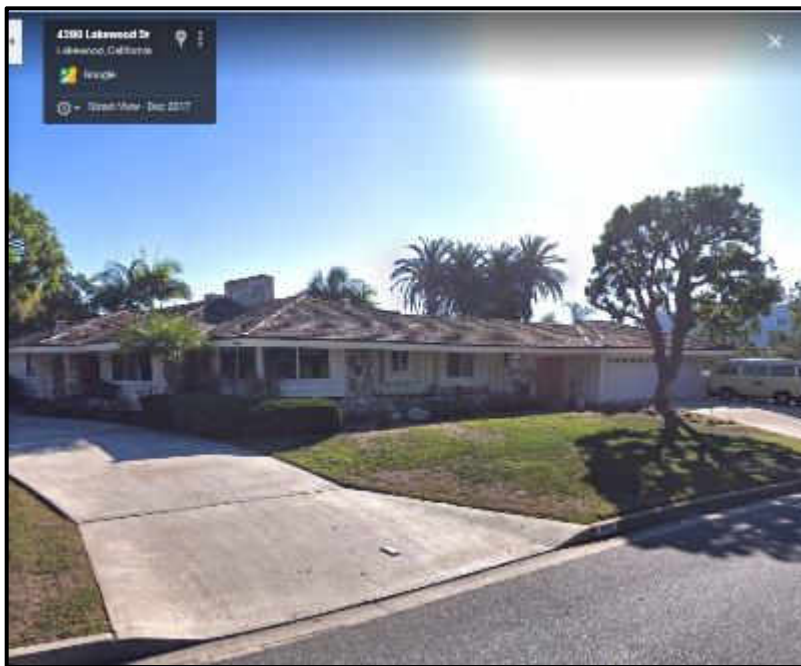






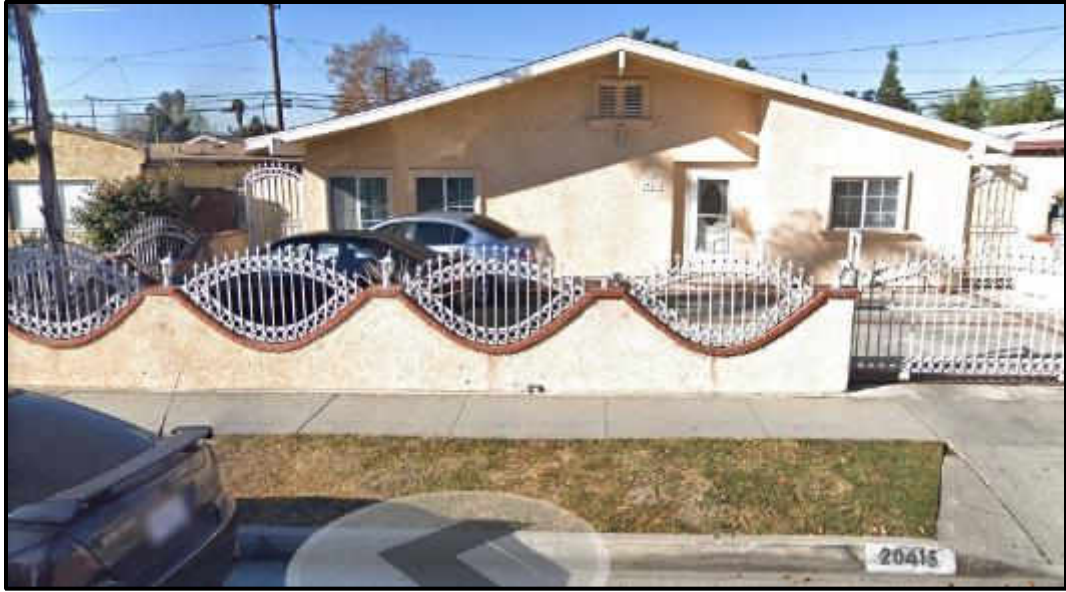






Circular Drives





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

## **COUNCIL AGENDA**

April 9, 2019

**TO:** Community Promotions Committee

**SUBJECT:** Proposed Fireworks Show 2020

### **INTRODUCTION**

The Civic Center Block Party has been a widely attended community celebration since the city's 50<sup>th</sup> anniversary in 2004. The event was canceled for 2019 due to budget reductions and staff was directed to investigate cost efficient alternatives which maintained a fireworks display as showcased in the Block Party.

### **STATEMENT OF FACT**

A closed 250-foot radius of space is needed to offer a fireworks display that mirrors what was offered at past Block Party events. To match this identified requirement, Del Valle Park, Mayfair Park, Lakewood High School and Saint Anthony High School's athletic fields had the space needed and were considered. With professional assistance from the city's recurring fireworks display producer, Del Valle Park and Lakewood High School were identified as the only viable launch sites. A fireworks show could not be launched safely from the other two noted facilities.

Staff recommends Del Valle Park over Lakewood High School as the preferred location to host a fireworks display in June 2020. At Del Valle Park, city staff can maintain more institutional control of the overall operations of a proposed event. This includes access to the facility grounds, storage and the availability of equipment onsite. Additionally, closing off the Woodruff Avenue service road and adjacent streets can be managed by city personnel, therefore reducing contractual services.

### **PROPOSED EVENT DETAILS**

A proposed event could begin at 6 p.m. and feature the sale of food and designated picnic areas and conclude with a fireworks display beginning at 9:15 p.m. Concessions could be made available by food trucks organized by city staff or coordinated by a Lakewood community group. Staging of temporary food stands, similar to a Taste of Lakewood set up, increases both staff and equipment costs and is not currently accounted for in staff's proposal.

The proposed fireworks launch area includes the outfield of baseball diamond one, with the fall out zone extending to Arbor Road at the north end of the park and Gondar Avenue to the east. Since city staff has the capability of closing the Woodruff Avenue service road, a food sales area could be located in this space with an eating area in the open space popularly known as the concert meadow. A DJ could be contracted to provide background music throughout the evening and complement the fireworks display with patriotic tunes.



## Proposed Firework Show 2020

April 9, 2019

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For the best viewing of the fireworks display, Henrilee Street could be closed and staged with the nine sets of stadium bleachers that are currently onsite at Del Valle Park. Bleacher seating could be exclusive to preferred guests, including elected officials and Lakewood residents to enjoy the fireworks show. A lottery may be held to provide these seating opportunities to Lakewood residents. Each of the nine sets of bleachers can host 40 persons.

To support the event and ease parking impacts in the surrounding neighborhood, parking at City Hall and MacArthur Elementary School could be arranged. The event parking plan used for the annual Memorial Day Ceremony uses MacArthur Elementary School and could be implemented for a proposed fireworks show. Additionally, DASH buses could offer shuttle service from City Hall to Del Valle Park beginning at 5 p.m., and return service from the park until 10 p.m. It is important to note that MacArthur Elementary School is undergoing a construction project for which city staff do not have a timeline for completion. Should this project not be completed by the 2020 event date, a publicity campaign to encourage use of City Hall and DASH shuttle service, along with alternate modes of transportation to the event would be implemented by staff.

A measured marketing campaign will be implemented targeting Lakewood residents. Efforts will include publication in the Lakewood Community News, E-magazine and Lakewood Living Magazine. Social media marketing will be omitted from the marketing campaign to keep the event at a level of attendance commensurate with limitations such as square footage, entertainment opportunities and event supervision. The resulting effect would be resident satisfaction with limited impact to the surrounding neighborhood.

The city currently maintains a sponsorship program supporting the Lakewood Youth Hall of Fame, Lakewood Youth Sports (LYS) Opening Day and Award of Valor, with an additional opportunity to sponsor the Tree Lighting offsetting costs for each event. Staff have developed a plan for including a fireworks show in 2020 to the existing sponsorship program. To strategically augment the sponsorship program without deterring current event sponsors, staff proposes combined sponsorship package to support fireworks display in June 2020 and the Tree Lighting event in December 2020. The sponsorship proposal is separate from the sponsorship program supporting Lakewood Youth Hall of Fame, LYS Opening Day and Award of Valor and has four package levels, Platinum-\$15,000, Gold-\$10,000, Silver-\$5,000 and Bronze-\$2,500. The sponsorship funds received will be distributed equally between the Fireworks Display and Tree Lighting events to offset the city's investment.

Included within this report is a proposed site plan, a budget estimate and a comprehensive menu for the sponsorship program for a fireworks display to be held at Del Valle Park on June 27, 2020.

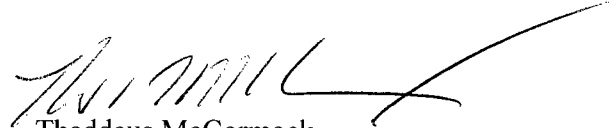


Proposed Firework Show 2020  
April 9, 2019  
Page 3

**RECOMMENDATION**

It is the recommendation of staff that the City Council appropriate \$41,857.43 in the FY20 budget to fund operations and personnel to offer a community fireworks display on Saturday, June 27, 2020 at Del Valle Park.

Valarie Frost, Director VF  
Recreation and Community Services

  
Thaddeus McCormack  
City Manager



# Proposed Firework Show at Del Valle Park



250' Buffer





Yellow = VIP 30



Blue = Disabled 37



Green = General 329

## City Personnel Expenses For Firework Show 2020

RCS Set-Up - Friday, June 26, 2020			Barricades, mark bleachers, picnic tables	
Shift Assignment	Hours	Classification	Pay Rate	Total Cost
11 a.m.-4p.m.	5	COMM SVC MGR	\$49.01	\$245.05
11 a.m.-4p.m.	5	COMM SVC SUPV	\$41.24	\$206.20
11 a.m.-4p.m.	5	CSS	\$20.62	\$103.09
11 a.m.-4p.m.	5	RLII	\$14.95	\$74.74
11 a.m.-4p.m.	5	RLII	\$15.95	\$79.74
11 a.m.-4p.m.	5	RLII	\$16.95	\$84.74
11 a.m.-4p.m.	5	CSLIII	\$17.97	\$89.86
11 a.m.-4p.m.	5	CSLIII	\$17.97	\$89.86
8 p.m.-6 a.m.	14	CSS	\$20.62	\$288.65
8 p.m.-6 a.m.	14	CSS	\$20.62	\$288.65
<b>TOTAL</b>	<b>68</b>			<b>\$1,550.57</b>

overnight  
overnight

PW Set-Up -Friday, June 26, 2020			Stage Bleachers and Picnic Tables	
Shift Assignment	Hours	Classification	Pay Rate	Total Cost
8 a.m.-4p.m.	8	SKILLED TRADES WORKER	\$31.37	\$250.96
a.m.-4p.m.	8	SKILLED TRADES WORKER	\$31.37	\$250.96
<b>TOTAL</b>	<b>16</b>			<b>\$501.92</b>

ERD Set-Up -Friday, June 26, 2020				Picnic Tables, Barricades, grounds prep	
Shift Assignment	Hours	Classification	Pay Rate	Total Cost	
11 a.m.-4p.m.	5	PARK MAINT WORKER	\$27.76	\$138.80	
11 a.m.-4p.m.	5	PARK MAINT WORKER	\$27.76	\$138.80	
<b>TOTAL</b>	<b>10</b>			<b>\$277.60</b>	

RCS Event Maintenance & Supervision - Saturday, June 27, 2020				
Shift Assignment	Hours	Classification	Pay Rate	Total Cost
2:00pm-10 pm	8	COMM SVC MGR	\$49.01	\$392.08
2 p.m.-11 p.m.	9	COMM SVC SUPV	\$41.24	\$371.16
2 p.m.-7 p.m.	5	CSS	\$20.62	\$103.10
2 p.m.-7 p.m.	5	CSLIII	\$17.97	\$89.85
2 p.m.-7 p.m.	5	RLII	\$14.95	\$74.75
2 p.m.-7 p.m.	5	RLII	\$14.95	\$74.75
2 p.m.-7 p.m.	5	RLII	\$14.95	\$74.75
3 p.m.-11 p.m.	8	COMM SVC SUPV	\$41.24	\$329.92
4 p.m.-11 p.m.	9	CSLIV	\$17.69	\$159.21
3 p.m.-12 a.m.	9	COMM SVC SUPV	\$41.24	\$371.16
3 p.m.-12 a.m.	9	COMM SVC SUPV	\$41.24	\$371.16
3 p.m.-12 a.m.	9	CSLIV	\$17.69	\$159.21
3 p.m.-12 a.m.	9	RLII	\$14.95	\$134.55
3 p.m.-12 a.m.	9	RLII	\$14.95	\$134.55
3 p.m.-12 a.m.	9	RLII	\$14.95	\$134.55
5 p.m.-11 p.m.	6	SRA	\$11.44	\$68.64
5 p.m.-11 p.m.	6	SRA	\$11.44	\$68.64
3 p.m.-11 p.m.	8	RLII	\$14.95	\$119.60
4:00pm-10:30pm	6.5	SRA	\$11.44	\$74.36
4:00pm-11:30pm	7.5	COMM SVC SUPV	\$41.24	\$309.30
4:00pm-11:30pm	7.5	RLII	\$14.95	\$112.13
4:00pm-11:30pm	7.5	SRA	\$11.44	\$85.80
4:00pm-10:30pm	6.5	RLII	\$14.95	\$97.16
4:00pm-10:30pm	6.5	SRA	\$11.44	\$74.36
4:00pm-10:30pm	6.5	CSS	\$20.62	\$134.03
<b>TOTAL</b>	<b>181.5</b>			<b>\$4,118.76</b>

<b>TOTAL</b>	<b>\$6,448.85</b>
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## Overtime Personnel Expenses

PW Event Set-Up -Saturday, June 27, 2020			Move Bleachers and Picnic Tables
Shift Assignment	Hours	Classification	Total Cost
11 a.m.-3p.m.	6	SKILLED TRADES WORKER	\$332.76
11 a.m.-3p.m.	6	SKILLED TRADES WORKER	\$332.76
11 a.m.-3p.m.	6	SKILLED TRADES WORKER	\$332.76
11 a.m.-3p.m.	6	SKILLED TRADES WORKER	\$332.76
10 a.m.-4p.m.	6	Maint. Electrician	\$610.80
<b>TOTAL</b>	<b>30</b>		<b>\$1,941.84</b>

Water Set-Up -Saturday, June 27, 2020			Setup and fill K-rails
Shift Assignment	Hours	Classification	Total Cost
7 a.m.-11p.m.	4	SKILLED TRADES WORKER	\$323.76
7 a.m.-11p.m.	4	SKILLED TRADES WORKER	\$323.76
<b>TOTAL</b>	<b>8</b>		<b>\$647.52</b>

Overtime Total	\$2,589.36
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<b>GRAND TOTAL</b>	<b>\$9,038.21</b>
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# Fireworks Show 2020

Miscellaneous Supplies	Estimated Costs
Radio Rental	\$ 400.00
Generator Rental	\$ 400.00
Misc. Supplies	\$ 200.00
Barricades 2,300 ft/PortaPotty Rental	\$ 3,500.00
<b>Total Supplies</b>	<b>\$ 4,500.00</b>

Contractual Services	Estimated Costs
L.A. County Sheriff	\$ 5,000.00
L.A. County Fire Permit	\$ 314.00
Fireworks Display	\$ 13,000.00
Sound/Lighting Deposit	\$ 6,200.00
<b>Total Contract Services</b>	<b>\$ 24,514.00</b>

Personnel Costs	Number of Staff	Hours Worked	Estimated Totals
Overtime Personnel	7	38	\$2,589.36
Full-Time Personnel	14	86.5	\$3,375.55
Part-Time Personnel	27	189	\$3,073.30
<b>Total Personnel</b>	<b>48</b>	<b>313.5</b>	<b>\$9,038.21</b>

Event Grand Totals	FY 19-20
Total Supplies	\$ 4,500.00
Total Contract Services	\$ 24,514.00
Personnel	\$9,038.21
<b>Totals</b>	<b>\$ 38,052.21</b>



# Lakewood Tree Lighting and Fireworks Show

## Platinum Sponsors \$15,000

- ◆ Sponsor's logo is prominent on banner/backdrop displayed at each event
- ◆ Branded event promotional item with logo (2,000 pieces)
- ◆ Premium 10'x10' booth space
- ◆ Sky banner with logo
- ◆ Front row-priority seating for up to 4 guests
- ◆ Food truck voucher for 4 guests
- ◆ Premium Parking space for up to 4 vehicles
- ◆ Sponsor's support will be prominent on all promotional marketing media including online and print.
- ◆ Sponsor's name will be listed in the Recreation Catalog (2), which is received by 100,000 people
- ◆ Sponsor's name will be announced as a sponsor prior to the start of each event.
- ◆ Brief remarks on the microphone prior to the start of the event.
- ◆ Countdown to the start of event with City Council
- ◆ Sponsor's name will be seen on ad material by 32,000 viewers of CityTV, Channel 31

## Silver Sponsors \$5,000

- ◆ Premium 10'x10' Booth Space
- ◆ Sky banner with logo
- ◆ Preferred seating and parking for 1
- ◆ Sponsor's support will be prominent on all promotional marketing media including online and print.
- ◆ Sponsor's name will be listed in the Recreation Catalog (2), which is received by 100,000 people
- ◆ Sponsor's name will be announced as a sponsor prior to the start of each event
- ◆ Sponsor's name will be seen on ad material by 32,000 viewers of CityTV, Channel 31

## Gold Sponsors \$10,000

- ◆ Branded event promotional item with logo (1,000 pieces)
- ◆ Premium 10'x10' booth space
- ◆ Sky banner with logo
- ◆ Front row-priority seating for 2 guests
- ◆ Food truck voucher for 2 guests
- ◆ Preferred Parking for up to 2 vehicles
- ◆ Sponsor's support will be prominent on all promotional marketing media including online and print.
- ◆ Sponsor's name will be listed in the Recreation Catalog (2), which is received by 100,000 people
- ◆ Sponsor's name will be announced as a sponsor prior to the start of each event
- ◆ Sponsor's name will be seen on ad material by 32,000 viewers of CityTV, Channel 31

## Bronze Sponsors \$2,500

- ◆ 10'x10' Booth Space
- ◆ Sponsor's support will be prominent on all promotional marketing media including online and print.
- ◆ Sponsor's name will be listed in the Recreation Catalog (2), which is received by 100,000 people
- ◆ Sponsor's name will be announced as a sponsor prior to the start of each event
- ◆ Sponsor's name will be seen on ad material by 32,000 viewers of CityTV, Channel 31

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

# Routine Items



# Minutes

## Lakewood City Council

### Adjourned Regular Meeting held March 26, 2019

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**MEETING WAS CALLED TO ORDER** at 5:31 p.m. by Mayor Croft in the Executive Board Room at the Civic Center, 5000 Clark Avenue, Lakewood, California.

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

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#### **CLOSED SESSION:**

At 5:31 p.m., Mayor Croft announced that the City Council would recess to a closed session.

CONFERENCE WITH LABOR NEGOTIATORS – Pursuant to Government Code §54957.6  
Designated Representative: City Manager, Office of the City Attorney, and Liebert Cassidy Whitmore, Director of Administrative Services, Assistant to the City Manager, Human Resources Manager, Personnel Technician  
Employee Organization: Lakewood City Employees' Association

At 5:54 p.m., the City Council reconvened and the City Attorney advised that there was no action to announce.

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#### **ADJOURNMENT**

There being no further business to be brought before the City Council, Mayor Croft adjourned the meeting at 5:54 p.m.

Respectfully submitted,

Jo Mayberry, CMC  
City Clerk

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

**COUNCIL AGENDA**

April 9, 2019

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

<u>Name</u>	<u>Title</u>	<u>Schedule</u>	<u>Effective Date</u>
<b>1. FULL-TIME EMPLOYEES</b>			
<b>A. Appointments</b> Jesus Barrios	Park Maintenance Worker	B	03/24/2019
<b>B. Changes</b> None			
<b>C. Separations</b> None			
<b>2. PART-TIME EMPLOYEES</b>			
<b>A. Appointments</b> None			
<b>B. Changes</b> Madahi Macias	Recreation Leader II Community Services Leader II	A to B	03/24/2019
Bryan Marquez	Maintenance Services Aide III Maintenance Trainee I	B to B	03/24/2019
Katherine Pantoja	Recreation Leader II Community Services Leader II	A to B	03/24/2019
Jeremiah Skipps	Recreation Leader II Community Services Leader II	A to B	03/24/2019
Amani Willis	Maintenance Trainee I Maintenance Trainee II	B to B	03/10/2019
<b>C. Separations</b> Eduardo Rodarte	Maintenance Services Aide II	B	03/27/2019



Thaddeus McCormack  
City Manager

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**CITY OF LAKEWOOD  
FUND SUMMARY 3/28/2019**

In accordance with section 2521 of the Lakewood Municipal Code there is presented herewith a summary of obligations to be paid by voucher 92062 through 92162. Each of the following demands has been audited by the Director of Administrative Services and approved by the City Manager.

1010	GENERAL FUND	1,586,309.40
1020	CABLE TV	2,319.23
1030	CDBG CURRENT YEAR	815.00
1050	COMMUNITY FACILITY	5,429.18
1336	STATE COPS GRANT	29,143.44
1622	LA CNTY MEASURE M	8,690.00
3001	CAPITAL IMPROV PROJECT FUND	18,160.00
3060	PROPOSITION "A"	1,000,000.00
3070	PROPOSITION "C"	104.98
5010	GRAPHICS AND COPY CENTER	1,009.17
5020	CENTRAL STORES	3,232.65
5030	FLEET MAINTENANCE	30,171.97
7500	WATER UTILITY FUND	36,482.88
8030	TRUST DEPOSIT	100.00
		<hr/>
		<b>2,721,967.90</b>

Council Approval

\_\_\_\_\_  
Date

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

Attest

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

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



# CITY OF LAKEWOOD

## SUMMARY CHECK REGISTER

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
92062	03/28/2019	5166	ADVANCED GREEN SOLUTIONS LLC	1,606.34	0.00	1,606.34
92063	03/28/2019	2701	AIRE RITE A/C & REFRIGERATION INC	3,298.67	0.00	3,298.67
92064	03/28/2019	5179	ALS GROUP USA. CORP.	850.00	0.00	850.00
92065	03/28/2019	5097	AMERICAN SOCCER COMPANY. INC.	138.79	0.00	138.79
92066	03/28/2019	4724	ARC DOCUMENT SOLUTIONS. LLC	197.67	0.00	197.67
92067	03/28/2019	443	B&M LAWN AND GARDEN INC	284.72	0.00	284.72
92068	03/28/2019	4800	BISHOP COMPANY	391.16	0.00	391.16
92069	03/28/2019	1025	C A C E O	65.00	0.00	65.00
92070	03/28/2019	307	CALIF. STATE DISBURSEMENT UNIT	101.79	0.00	101.79
92071	03/28/2019	53983	CALIF STATE FRANCHISE TAX BOARD	793.18	0.00	793.18
92072	03/28/2019	7500	CENTRAL BASIN MUNICIPAL WATER	1,755.00	0.00	1,755.00
92073	03/28/2019	45894	CINTAS CORPORATION	217.07	0.00	217.07
92074	03/28/2019	64932	CJ CONCRETE CONSTRUCTION INC	166,754.73	0.00	166,754.73
92075	03/28/2019	5008	COLOR CARD ADMINISTRATOR CORP.	150.16	0.00	150.16
92076	03/28/2019	5122	COMMERCIAL DOOR OF ANAHEIM. INC.	4,830.00	0.00	4,830.00
92077	03/28/2019	4737	COMPUTER PROTECTION TECHNOLOGY INC	654.26	0.00	654.26
92078	03/28/2019	4911	CONVERGINT TECHNOLOGIES LLC	960.00	0.00	960.00
92079	03/28/2019	5141	CORTEZ. JOSE D.	89.27	0.00	89.27
92080	03/28/2019	59057	COST RECOVERY SYSTEMS INC	7,500.00	0.00	7,500.00
92081	03/28/2019	60195	CR TRANSFER INC	5,984.07	0.00	5,984.07
92082	03/28/2019	4859	CUSTOM PINS INC	2,227.50	0.00	2,227.50
92083	03/28/2019	27200	DICKSON R F CO INC	3,255.00	0.00	3,255.00
92084	03/28/2019	39267	DOG DEALERS INC	757.90	0.00	757.90
92085	03/28/2019	4660	ZW USA INC.	443.38	0.00	443.38
92086	03/28/2019	3199	EDCO WASTE SERVICES LLC	404,828.17	0.00	404,828.17
92087	03/28/2019	4435	ELLIOTT AUTO SUPPLY COMPANY INC	236.16	0.00	236.16
92088	03/28/2019	52316	FEDERAL EXPRESS CORP	4.26	0.00	4.26
92089	03/28/2019	3946	FERGUSON ENTERPRISES INC	667.07	0.00	667.07
92090	03/28/2019	4422	GARIBALDO'S NURSERY	98.55	0.00	98.55
92091	03/28/2019	13030	ACCO BRANDS USA LLC	107.44	0.00	107.44
92092	03/28/2019	5005	GIEMONT. GREGORY S.	261.00	0.00	261.00
92093	03/28/2019	64215	GOLD COAST AWARDS INC	196.94	0.00	196.94
92094	03/28/2019	52540	GONSALVES JOE A & SON	4,526.00	0.00	4,526.00
92095	03/28/2019	33150	GRAINGER W W INC	473.35	0.00	473.35
92096	03/28/2019	65575	HAP'S AUTO PARTS	201.06	0.00	201.06
92097	03/28/2019	65593	HASS. BARBARA	780.00	0.00	780.00
92098	03/28/2019	49520	HINDERLITER DE LLAMAS & ASSOC	3,705.62	0.00	3,705.62
92099	03/28/2019	5173	HOLMES. JASON	103.35	0.00	103.35
92100	03/28/2019	42031	HOME DEPOT	876.89	0.00	876.89
92101	03/28/2019	4688	HUNTER. JOHN L & ASSOCIATES	1,207.50	0.00	1,207.50
92102	03/28/2019	5216	ICG. INC.	1,750.00	0.00	1,750.00
92103	03/28/2019	4622	JHM SUPPLY INC	278.60	0.00	278.60
92104	03/28/2019	4180	JONES RICHARD D. A PROF LAW CORP	22.50	0.00	22.50
92105	03/28/2019	4180	JONES RICHARD D. A PROF LAW CORP	16,750.00	0.00	16,750.00

# CITY OF LAKEWOOD SUMMARY CHECK REGISTER

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
92106	03/28/2019	2956	KICK IT UP KIDZ. LLC	210.60	0.00	210.60
92107	03/28/2019	18300	LAKEWOOD CHAMBER OF COMMERCE	2,416.67	0.00	2,416.67
92108	03/28/2019	55469	LAKEWOOD CITY EMPLOYEE ASSOCIATION	2,000.00	0.00	2,000.00
92109	03/28/2019	18400	LAKEWOOD. CITY WATER DEPT	6,191.22	0.00	6,191.22
92110	03/28/2019	44733	LIEBERT CASSIDY WHITMORE	1,771.40	0.00	1,771.40
92111	03/28/2019	21600	LOS ANGELES CO SHERIFFS DEPT	911,803.37	0.00	911,803.37
92112	03/28/2019	5223	MAC'S LIFT GATE. INC.	3,235.49	0.00	3,235.49
92113	03/28/2019	333	M & J KIDS SCIENTIFIC. INC	480.00	0.00	480.00
92114	03/28/2019	23130	MC MASTER-CARR SUPPLY CO	31.04	0.00	31.04
92115	03/28/2019	332	MERRIMAC PETROLEUM INC	20,378.38	0.00	20,378.38
92116	03/28/2019	41831	MIEIR-KING. RICHARD	828.53	0.00	828.53
92117	03/28/2019	57391	MINI COACH INC	3,764.32	0.00	3,764.32
92118	03/28/2019	61186	MOSS. ROSCOE MFG CO	1,512.02	0.00	1,512.02
92119	03/28/2019	1028	NETWORK INNOVATION ASSOCIATES INC	2,160.00	0.00	2,160.00
92120	03/28/2019	4443	O'REILLY AUTOMOTIVE STORES INC	348.93	6.37	342.56
92121	03/28/2019	47554	OFFICE DEPOT BUSINESS SVCS	913.90	0.00	913.90
92122	03/28/2019	4576	FRANKLIN-DOUGLAS. INC.	1,250.00	0.00	1,250.00
92123	03/28/2019	4497	PACIFIC COACHWAYS CHARTER SERVICES	762.50	0.00	762.50
92124	03/28/2019	50512	PATHWAYS VOLUNTEER HOSPICE	750.00	0.00	750.00
92125	03/28/2019	51171	PERS LONG TERM CARE PROGRAM	70.64	0.00	70.64
92126	03/28/2019	4494	PIERSON. JEREMY L.	115.20	0.00	115.20
92127	03/28/2019	4321	POWERTECH ENGINES INC	3,332.36	0.00	3,332.36
92128	03/28/2019	3048	REVENUE & COST SPECIALISTS. LLC	8,000.00	0.00	8,000.00
92129	03/28/2019	47285	ROTARY CORP	375.17	0.00	375.17
92130	03/28/2019	4309	SAFESHRED	25.00	0.00	25.00
92131	03/28/2019	66280	BARRY SANDLER ENTERPRISES	118.05	0.00	118.05
92132	03/28/2019	5197	SIGNAL HILL AUTO ENTERPRISES INC.	363.32	0.00	363.32
92133	03/28/2019	52279	SMART & FINAL INC	284.82	0.00	284.82
92134	03/28/2019	5135	SOLID SURFACE CARE. INC.	595.00	0.00	595.00
92135	03/28/2019	29400	SOUTHERN CALIFORNIA EDISON CO	22,378.29	0.00	22,378.29
92136	03/28/2019	4062	SPARTAN TOOL LLC	616.49	0.00	616.49
92137	03/28/2019	4201	AUDIO MESSAGING SOLUTIONS LLC	247.51	0.00	247.51
92138	03/28/2019	4972	CHARTER COMMUNICATIONS HOLDINGS. LLC	4,317.42	0.00	4,317.42
92139	03/28/2019	49529	SPICERS PAPER INC	812.46	0.00	812.46
92140	03/28/2019	37930	STANDARD INSURANCE CO UNIT 22	8,631.38	0.00	8,631.38
92141	03/28/2019	4581	STEIN. ANDREW T	749.78	0.00	749.78
92142	03/28/2019	55947	STOVER SEED COMPANY	2,669.06	0.00	2,669.06
92143	03/28/2019	53927	SUNNY HILLS ASSOCIATES	326.50	0.00	326.50
92144	03/28/2019	17640	WAXIE ENTERPRISES INC	814.36	0.00	814.36
92145	03/28/2019	40925	WEST COAST ARBORISTS INC	61,493.90	0.00	61,493.90
92146	03/28/2019	4230	WEST HOLLYWOOD. CITY OF	1,000,000.00	0.00	1,000,000.00
92147	03/28/2019	2279	AMERICAN PACIFIC PRINTERS COLLEGES	410.63	0.00	410.63
92148	03/28/2019	4183	WINZER CORPORATION	946.90	0.00	946.90
92149	03/28/2019	3837	WORTHINGTON FORD	122.46	0.00	122.46

# CITY OF LAKEWOOD SUMMARY CHECK REGISTER

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
92150	03/28/2019	3699	ARROYO. CONNY	250.00	0.00	250.00
92151	03/28/2019	3699	AYAPAN. EVA	250.00	0.00	250.00
92152	03/28/2019	3699	BILLINGSLEY. FAYON	250.00	0.00	250.00
92153	03/28/2019	3699	CASILLAS. GEIDY	250.00	0.00	250.00
92154	03/28/2019	3699	CITY OF LAKEWOOD	100.00	0.00	100.00
92155	03/28/2019	3699	DE JOYA. JOHN	250.00	0.00	250.00
92156	03/28/2019	3699	ENCINAS. CORINNE	250.00	0.00	250.00
92157	03/28/2019	3699	FRAZIER. NORIDA	170.00	0.00	170.00
92158	03/28/2019	3699	GALURA. CHRISTINA	250.00	0.00	250.00
92159	03/28/2019	3699	MONTES. MARTHA	250.00	0.00	250.00
92160	03/28/2019	3699	ROBINSON. KATHERINE	250.00	0.00	250.00
92161	03/28/2019	3699	SAFE STEP WALK-IN TUB CO.	199.08	0.00	199.08
92162	03/28/2019	3699	SMITH. ERIKA	250.00	0.00	250.00
<b>Totals:</b>				<u>2,721,974.27</u>	<u>6.37</u>	<u>2,721,967.90</u>

**CITY OF LAKEWOOD  
FUND SUMMARY 4/4/2019**

In accordance with section 2521 of the Lakewood Municipal Code there is presented herewith a summary of obligations to be paid by voucher 92163 through 92260. Each of the following demands has been audited by the Director of Administrative Services and approved by the City Manager.

1010	GENERAL FUND	229,453.71
1020	CABLE TV	300.00
1030	CDBG CURRENT YEAR	3,115.50
1050	COMMUNITY FACILITY	1,003.00
1621	LA CNTY MEASURE R	1,306.04
1622	LA CNTY MEASURE M	991.30
3060	PROPOSITION "A"	1,394.46
5020	CENTRAL STORES	1,844.17
5030	FLEET MAINTENANCE	8,222.69
7500	WATER UTILITY FUND	28,804.84
8020	LOCAL REHAB LOAN	1,650.00
8030	TRUST DEPOSIT	1,254.83
		<hr/>
		<b>279,340.54</b>

Council Approval

\_\_\_\_\_  
Date

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

Attest

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

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

# CITY OF LAKEWOOD

## SUMMARY CHECK REGISTER

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
92163	04/04/2019	61142	ADAMS-HILLERY SHARRON	3,115.50	0.00	3,115.50
92164	04/04/2019	36885	SPCLTY ALLIED MUFFLER OF BELLFLOWER	285.43	0.00	285.43
92165	04/04/2019	1700	ALLIED REFRIGERATION INC	677.55	0.00	677.55
92166	04/04/2019	47151	ALTEC INDUSTRIES INC	5,629.99	0.00	5,629.99
92167	04/04/2019	65668	ANICETO. SANDRA	715.00	0.00	715.00
92168	04/04/2019	4724	ARC DOCUMENT SOLUTIONS. LLC	799.57	0.00	799.57
92169	04/04/2019	4465	ATALLA. IBRAHIM	422.50	0.00	422.50
92170	04/04/2019	4278	BEAR COMMUNICATIONS INC	1,394.46	0.00	1,394.46
92171	04/04/2019	1935	BREA. CITY OF	37,952.00	0.00	37,952.00
92172	04/04/2019	5119	CARRION. LUIS	51.38	0.00	51.38
92173	04/04/2019	988	CDW LLC	903.00	0.00	903.00
92174	04/04/2019	43135	CERRITOS. CITY OF	13,253.24	0.00	13,253.24
92175	04/04/2019	4717	TANG. MICHAEL	100.00	0.00	100.00
92176	04/04/2019	45894	CINTAS CORPORATION	140.97	0.00	140.97
92177	04/04/2019	4654	BRAGG INVESTMENT COMPANY. INC.	161.52	0.00	161.52
92178	04/04/2019	4519	CRAFCO. INC.	991.30	0.00	991.30
92179	04/04/2019	4498	DELTA DENTAL INSURANCE COMPANY	1,228.45	0.00	1,228.45
92180	04/04/2019	56889	DELTA DENTAL OF CALIFORNIA	8,442.09	0.00	8,442.09
92181	04/04/2019	4435	ELLIOTT AUTO SUPPLY COMPANY INC	166.35	0.00	166.35
92182	04/04/2019	65038	FED EX OFFICE & PRINT SVCS INC	506.47	0.00	506.47
92183	04/04/2019	63519	FLUE STEAM INC	24.00	0.00	24.00
92184	04/04/2019	59433	GANAHL LUMBER COMPANY	396.25	0.00	396.25
92185	04/04/2019	5220	GARCIA. CRYSTAL	300.00	0.00	300.00
92186	04/04/2019	34845	GLASBY MAINTENANCE SUPPLY CO	150.78	0.00	150.78
92187	04/04/2019	33150	GRAINGER W W INC	19.82	0.00	19.82
92188	04/04/2019	65575	HAP'S AUTO PARTS	219.13	0.00	219.13
92189	04/04/2019	4872	HEATON. KATHRYN	104.00	0.00	104.00
92190	04/04/2019	4880	HODGE PRODUCTS INC.	717.06	0.00	717.06
92191	04/04/2019	42031	HOME DEPOT	1,458.85	0.00	1,458.85
92192	04/04/2019	41897	HOSE-MAN THE	84.77	0.00	84.77
92193	04/04/2019	3807	HAZARDOUS WASTE TRANSPORTATION	6,287.24	0.00	6,287.24
92194	04/04/2019	4622	JHM SUPPLY INC	482.42	0.00	482.42
92195	04/04/2019	4180	JONES RICHARD D. A PROF LAW CORP	2,002.50	0.00	2,002.50
92196	04/04/2019	36167	KARTER. JANET	614.70	0.00	614.70
92197	04/04/2019	4458	KIM. YVONNE	710.60	0.00	710.60
92198	04/04/2019	4939	LAKEWOOD AOUATIC SPORTS CLUB	249.60	0.00	249.60
92199	04/04/2019	59144	LONG BEACH CITY	1,281.55	0.00	1,281.55
92200	04/04/2019	20300	LONG BEACH CITY GAS & WATER DEPT	129.61	0.00	129.61
92201	04/04/2019	36844	LA COUNTY DEPT OF PUBLIC WORKS	12,862.30	0.00	12,862.30
92202	04/04/2019	36844	LA COUNTY DEPT OF PUBLIC WORKS	8,226.89	0.00	8,226.89
92203	04/04/2019	4745	LUNDERVILLE. GERALD P	176.00	0.00	176.00
92204	04/04/2019	4409	MALLORY SAFETY AND SUPPLY LLC	165.89	0.00	165.89
92205	04/04/2019	58414	MANAGED HEALTH NETWORK	349.03	0.00	349.03
92206	04/04/2019	62080	MARKLEY. ELIZABETH	178.75	0.00	178.75

# CITY OF LAKEWOOD SUMMARY CHECK REGISTER

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
92207	04/04/2019	4887	MATHESON TRI-GAS. INC.	5.79	0.00	5.79
92208	04/04/2019	66339	MC ENROE. BARBARA	682.50	0.00	682.50
92209	04/04/2019	4190	NATIONAL UNION FIRE INSURANCE CO	582.83	0.00	582.83
92210	04/04/2019	4443	O'REILLY AUTOMOTIVE STORES INC	786.71	13.90	772.81
92211	04/04/2019	47554	OFFICE DEPOT BUSINESS SVCS	61.41	0.00	61.41
92212	04/04/2019	4587	OSCAR'S ELECTRIC INC.	500.00	0.00	500.00
92213	04/04/2019	3888	RP AUTOMOTIVE UAG CERRITOS 1 LLC	234.09	0.00	234.09
92214	04/04/2019	4459	READWRITE EDUCATIONAL SOLUTIONS INC	909.35	0.00	909.35
92215	04/04/2019	62782	RESOURCE BUILDING MATERIALS	810.44	0.00	810.44
92216	04/04/2019	2698	HYDRAULIC SYSTEMS & COMPONENTS INC	547.09	0.00	547.09
92217	04/04/2019	45437	S & J SUPPLY CO	4,583.78	0.00	4,583.78
92218	04/04/2019	65297	S.T.E.A.M.	34,693.86	0.00	34,693.86
92219	04/04/2019	5045	SAN JUAN. CLYDE J	312.00	0.00	312.00
92220	04/04/2019	5127	SCEBBA. ROSARIO	400.00	0.00	400.00
92221	04/04/2019	5036	SFG RETIREMENT PLAN CONSULTING LLC	2,400.00	0.00	2,400.00
92222	04/04/2019	2177	SINDAHA SAMIR	1,650.00	0.00	1,650.00
92223	04/04/2019	52279	SMART & FINAL INC	87.43	0.00	87.43
92224	04/04/2019	26900	SO CALIF SECURITY CENTERS INC	118.01	0.00	118.01
92225	04/04/2019	5135	SOLID SURFACE CARE. INC.	1,201.00	0.00	1,201.00
92226	04/04/2019	29400	SOUTHERN CALIFORNIA EDISON CO	3,575.61	0.00	3,575.61
92227	04/04/2019	37930	STANDARD INSURANCE CO UNIT 22	2,532.80	0.00	2,532.80
92228	04/04/2019	2995	STRICTLY BACKFLOW INC	585.00	0.00	585.00
92229	04/04/2019	66215	SUPERIOR COURT OF CALIFORNIA	9,877.50	0.00	9,877.50
92230	04/04/2019	66215	SUPERIOR COURT OF CALIFORNIA	8,535.00	0.00	8,535.00
92231	04/04/2019	66215	SUPERIOR COURT OF CALIFORNIA	10,515.00	0.00	10,515.00
92232	04/04/2019	66215	SUPERIOR COURT OF CALIFORNIA	7,358.00	0.00	7,358.00
92233	04/04/2019	57912	SURI. KAREN	291.20	0.00	291.20
92234	04/04/2019	4893	TENG. WHEA-FUN	166.40	0.00	166.40
92235	04/04/2019	5198	THE ILLINI COMPANIES. INC.	914.63	0.00	914.63
92236	04/04/2019	4364	THE RINKS-LAKEWOOD ICE	58.50	0.00	58.50
92237	04/04/2019	2533	TNEMEC COMPANY INC.	536.37	0.00	536.37
92238	04/04/2019	4873	TRANSAMERICA LIFE INSURANCE COMPANY	2,181.35	0.00	2,181.35
92239	04/04/2019	65224	TUMBLE-N-KIDS. INC	6,896.50	0.00	6,896.50
92240	04/04/2019	35089	UNDERGROUND SERVICE ALERT	836.95	0.00	836.95
92241	04/04/2019	4718	UNITED WATER WORKS INC	224.69	0.00	224.69
92242	04/04/2019	44525	UNIVERSITY PRODUCTS INC	475.25	0.00	475.25
92243	04/04/2019	64652	CELLCO PARTNERSHIP	3,802.33	0.00	3,802.33
92244	04/04/2019	57135	VISION SERVICE PLAN	4,574.08	0.00	4,574.08
92245	04/04/2019	33200	WALTERS WHOLESALE ELECTRIC CO	530.36	0.00	530.36
92246	04/04/2019	3943	WATERLINE TECHNOLOGIES INC	596.95	0.00	596.95
92247	04/04/2019	4905	WEN. JASON	105.00	0.00	105.00
92248	04/04/2019	40925	WEST COAST ARBORISTS INC	46,138.60	0.00	46,138.60
92249	04/04/2019	2279	AMERICAN PACIFIC PRINTERS COLLEGES	459.90	0.00	459.90
92250	04/04/2019	35146	WILLDAN ASSOCIATES	542.50	0.00	542.50

**CITY OF LAKEWOOD  
SUMMARY CHECK REGISTER**

<b>CHECK #</b>	<b>CHECK DATE</b>	<b>VEND #</b>	<b>VENDOR NAME</b>	<b>GROSS</b>	<b>DISC.</b>	<b>CHECK AMOUNT</b>
92251	04/04/2019	2145	WYNN. LAKYN	338.00	0.00	338.00
92252	04/04/2019	3699	ASKA. SHELIA	250.00	0.00	250.00
92253	04/04/2019	3699	BROWN. LAMECIA	583.00	0.00	583.00
92254	04/04/2019	3699	DEANDA. LETICIA	250.00	0.00	250.00
92255	04/04/2019	3699	MORALES. CINDY	32.00	0.00	32.00
92256	04/04/2019	3699	PEREZ. ALMA	250.00	0.00	250.00
92257	04/04/2019	3699	PRICE. ERIC AND DOROTHY	51.60	0.00	51.60
92258	04/04/2019	3699	SALDANA. GUADALUPE	250.00	0.00	250.00
92259	04/04/2019	3699	SOLOMON. FIDEL	250.00	0.00	250.00
92260	04/04/2019	3699	THE ART OF DEVELOPMENT. LLC	94.57	0.00	94.57
<b>Totals:</b>				<u>279,354.44</u>	<u>13.90</u>	<u>279,340.54</u>

**CITY OF LAKEWOOD  
SUMMARY ACH/WIRE REGISTER MAR 2019**

<b>ACH date</b>	<b>Amount</b>	<b>Recipient</b>	<b>Purpose</b>	<b>Period</b>
3/1/19	2,729.26	MidAmerica	ARS aka APPLE	Feb 10-23, 2019
3/1/19	11,746.09	VOYA	VOYA 401(a)	Feb 10-23, 2019
3/1/19	8,887.43	PARS via U.S. Bank	stackable plan	Feb 10-23, 2019
3/1/19	24,922.59	VOYA	VOYA 457 & ROTH	Feb 10-23, 2019
3/5/19	86,156.14	CalPERS	PERS contribution	Feb 10-23, 2019
3/7/19	96,102.15	CalPERS	PERS Health	Mar 2019
3/11/19	200,535.00	PARS via U.S. Bank	stackable plan; quarterly payment	Jan-Mar 2019
3/13/19	93,977.52	IRS via F&M	Fed taxes	Feb 24-Mar 9, 2019
3/13/19	6,634.50	Southland C/U	employee savings account	Feb 24-Mar 9, 2019
3/13/19	4,888.50	F&A Fed C/U	employee savings account	Feb 24-Mar 9, 2019
3/13/19	3,344.43	MidAmerica	ARS aka APPLE	Feb 24-Mar 9, 2019
3/13/19	11,681.46	VOYA	VOYA 401(a)	Feb 24-Mar 9, 2019
3/13/19	5,474.29	PARS via U.S. Bank	stackable plan	Feb 24-Mar 9, 2019
3/13/19	3,425.00	PARS via U.S. Bank	excess stackable plan	Mar 10-23, 2019
3/13/19	24,637.59	VOYA	VOYA 457 & ROTH	Feb 24-Mar 9, 2019
3/14/19	25,502.67	EDD	State taxes	Feb 24-Mar 9, 2019
3/14/19	75,372.12	MidAmerica	HRA aka CEMRB	Jan-Mar 2019
3/14/19	86,304.74	CalPERS	PERS contribution	Feb 24-Mar 9, 2019
3/21/19	59,059.21	City Light & Power	monthly maint fee	Mar-19
3/28/19	6,634.50	Southland C/U	employee savings account	Mar 10-23, 2019
3/28/19	4,888.50	F&A Fed C/U	employee savings account	Mar 10-23, 2019
3/28/19	94,123.10	IRS via F&M	Fed taxes	Mar 10-23, 2019
3/28/19	2,616.56	MidAmerica	ARS aka APPLE	Mar 10-23, 2019
3/28/19	14,334.08	VOYA	VOYA 401(a)	Mar 10-23, 2019
3/28/19	8,908.72	PARS via U.S. Bank	stackable plan	Mar 10-23, 2019
3/28/19	24,717.59	VOYA	VOYA 457 & ROTH	Mar 10-23, 2019
3/29/19	25,605.55	EDD	State taxes	Mar 10-23, 2019

Council Approval \_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Director of Finance & Administrative Services



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

## **COUNCIL AGENDA**

April 9, 2019

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

**SUBJECT:** Report of City Council Committees' Activities

### **INTRODUCTION**

A brief update is provided for City Council review on the activities of the following standing committees: Park Development Committee, and the Community Promotions Committee.

### **STATEMENT OF FACT**

**On Thursday, March 14, the Park Development Committee met and discussed:**

Second Floor Occupancy at the Burns Community Center. The report to the Park Development Committee consisted of the following:

- A slideshow was presented with a brief history and description of recent improvements and changes at the Burns Community Center, including the conclusion of a ten-year tenancy by Nifty after Fifty.
- Research, survey (staff-conducted) results and anecdotal patron requests were provided to the committee, which demonstrated an ongoing need for fitness programming at the Burns Community Center targeting active, older adults.
- Further demonstration of the need for fitness programming was demonstrated by the success of recently implemented exercise classes in the space vacated by Nifty after Fifty.
- Other vacant areas on the second floor of the center include several office spaces. Staff provided opportunities to fill these spaces with new tenants.
- Human service agencies were presented as possible tenants, however it was noted that these agencies would fail to produce revenues for the office space.
- Ideas to partner with health related community organizations such as Lakewood Regional Medical Center or the Lakewood Family YMCA, as examples, to provide health seminars and/or learning opportunities were presented for the committee's consideration.
- Ideas for potential rent-paying lessors, such as chiropractors or other health related services, were presented.
- Staff also identified an opportunity to provide passport services from an office space. These services would provide convenience to residents, while adding a minimal revenue source.

The Park Development Committee provided staff the following direction:

- Seek options for creating a free and/or low cost fitness center for older adults in the open space area, including fitness class offerings targeting active older adults in varying times to meet diverse life schedules.
- Investigate and coordinate a United States passport service in one of the office spaces to be run by Burns Community Center staff.
- Solicit tenants with health related services to occupy several of the office spaces.

## Council Committees' Activities

April 9, 2019

Page 2

- Solicit community partners with which to work, to offer health and fitness seminars and learning opportunities at the facility.

### **On Monday, March 18, the Community Promotions Committee met and discussed:**

Fireworks Show 2020. The report to the Community Promotions Committee consisted of the following:

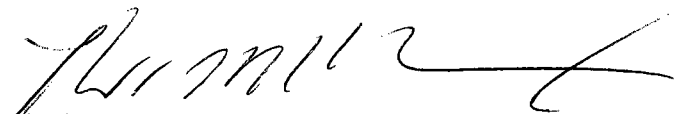
- A slideshow was presented with a description of possibilities to host a fireworks show in Lakewood in 2020.
- Prior to the Community Promotions Committee Meeting, staff researched four possible launch sites for a fireworks show in 2020.
- Only two of the sites were identified as providing for sufficient fallout zones, with Del Valle Park being identified by staff as the only viable site for a possible event, given all relevant factors.
- A site plan for a complete fireworks-centered event was presented.
- Fireworks would be launched from the center of the general field area with a sufficient 250-foot fallout zone demarcated by barricades.
- Henrilee Street and the Woodruff Avenue service road would be closed for the event by Lakewood staff. Henrilee Street would be the primary viewing area for the fireworks show and bleachers would be placed for premiere seating, while the Woodruff Avenue service road would serve as a location for food trucks to provide concessions for the event.
- A plan for parking includes use of MacArthur Elementary School, similar to the Memorial Day Ceremony plan, and disabled parking reserved along Arbor Road, as well as use of DASH buses to shuttle patrons from City Hall.
- An event would begin at 6 p.m. and conclude with the fireworks show, scheduled to launch at 9 p.m.
- Also included in the presentation was a budget breakdown quantifying staff time, supply needs and contract services for fireworks, sound, and safety enforcement. The total estimated cost of the event \$39,752.

The Community Promotions Committee provided staff the following direction:

- Research and present a sponsorship opportunity to offset the city's investment in a fireworks event for 2020.
- Present this report, inclusive of a sponsorship program, to the full Lakewood City Council in a study session.

### **RECOMMENDATION**

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



Thaddeus McCormack  
City Manager

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## COUNCIL AGENDA

April 9, 2019

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

**SUBJECT:** Adoption of a Resolution Listing Proposed Projects using SB 1 FY19-20 Funds

### INTRODUCTION

Senate Bill 1, the Road Repair and Accountability Act of 2017, also known as the Road Maintenance and Rehabilitation Account (RMRA), was enacted to address basic road maintenance, rehabilitation and critical safety needs on highways and local streets, which is funded through a per gallon fuel tax and vehicle registration fees. To receive and spend revenue from SB 1, the City must adopt a resolution setting forth planned projects for this year's allocation.

### STATEMENT OF FACTS

The City of Lakewood is projected to receive \$1,435,191 in RMRA funds in Fiscal Year 2019-2020.

The City's Pavement Management System was used to assist, along with field review, in selecting and prioritizing the street segments to pave with the FY19-20 funding. The selected street segments were presented to the Council Capital Improvement Plan (CIP) Committee on March 25, 2019 and the Committee recommended that the proposed list of streets be forwarded to the City Council for inclusion in the Resolution.

In order to receive funding, the State requires the City to adopt a resolution setting forth planned projects for this year's allocation. Accordingly, the proposed resolution recommends paving the street segments listed in the below table using RMRA funds. However, the City can subsequently revise the list and substitute other eligible projects should the City so desire.

Proposed Projects for FY19-20:

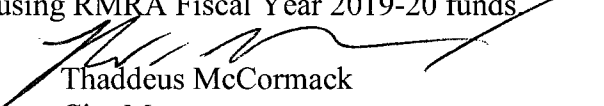
Street	Segment
Sidewalk Repairs	Various locations City-wide
Ibbetson	Allington to south end and LaJara & Hedda (from Ibbetson to Ibbetson)
Alley	Carson & Lakewood
Alley	Carson & Paramount NE
Los Coyotes Blvd	Del Amo to Pioneer
Candlewood	Downey to Paramount
Candlewood	Paramount to RRX



**STAFF RECOMMENDATION**

It is recommended that the City Council adopt the attached Resolution which specifies the street segments to be repaved or other improvements using RMRA Fiscal Year 2019-20 funds

Lisa Rapp   
Director of Public Works

  
Thaddeus McCormack  
City Manager

RESOLUTION NO. 2019-8

RESOLUTION ADOPTING A LIST OF PROJECTS FOR FISCAL  
YEAR 2019-20 FUNDED BY SB 1: THE ROAD REPAIR AND  
ACCOUNTABILITY ACT OF 2017

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City will receive an estimated \$1,435,191 in RMRA funding in Fiscal Year 2019-20 from SB 1; and

WHEREAS, this is the third year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and

WHEREAS, the City used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate four street segments, two alleys and sidewalk repairs throughout the City this year and similar projects in the future; and

WHEREAS, the 2018 California Statewide Local Streets and Roads Needs Assessment found that the City streets and roads are in an "Very Good" condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into an "Excellent" condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive benefits to City residents.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the City Council of the City of Lakewood, California, as follows:

1. The foregoing recitals are true and correct.
2. The following list of proposed projects will be funded in-part or solely with fiscal year 2019-20 Road Maintenance and Rehabilitation Account revenues:

Street and Project Description	Segment	Estimated Useful Life	Anticipated Year of Construction
Sidewalk Repairs	Various Locations City-wide	N/A	CY 2019/2020
Ibbetson ARHM Overlay	Allington to south end & LaJara & Hedda (from Ibbetson to Ibbetson)	15 Years	CY 2019/2020
Alley ARHM Overlay	Carson & Lakewood NW	15 Years	CY 2019/2020
Alley ARHM Overlay	Carson & Paramount NE	15 Years	CY 2019/2020
Los Coyotes Blvd ARHM Overlay	Del Amo to Pioneer	15 Years	CY 2019/2020
Candlewood ARHM Overlay	Downey to Paramount	15 Years	CY 2019/2020
Candlewood ARHM Overlay	Paramount to RRX	15 Years	CY 2019/2020

3. The following previously proposed and adopted projects may utilize fiscal year 2019-20 Road Maintenance and Rehabilitation Account revenues in their delivery. With the relisting of these projects in the adopted fiscal year resolution, the City is reaffirming to the public and the State our intent to fund these projects with Road Maintenance and Rehabilitation Account revenues:

Street and Project Description	Segment	Estimated Useful Life	Anticipated Year of Construction
Previously Proposed in FY19-20			
Candlewood St ARHM Overlay	Lakewood Blvd - Fidler	15 Years	CY 2019/2020
Del Amo Blvd ARHM Overlay	Paramount - Cherry	15 Years	CY 2019/2020
Del Amo Blvd ARHM Overlay	Paramount - Downey	15 Years	CY 2019/2020
Harvey Way ARHM Overlay	Bellflower - Woodruff	15 Years	CY 2019/2020
Alley west of Lkwd Blvd Total Reconstruction with PCC	Candlewood– Hardwick	30 Years	CY 2019/2020

SECTION 1. The Director of Public Works is hereby authorized to undertake such acts as are necessary to carry out this Resolution.

SECTION 2. The City Clerk is directed to certify the adoption of this resolution.

ADOPTED AND APPROVED THIS 9TH DAY OF APRIL, 2019.

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Mayor

ATTEST:

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City Clerk

# DIVIDER SHEET



## COUNCIL AGENDA

April 9, 2019

**TO:** Honorable Mayor and City Council

**SUBJECT:** Agreement Between the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (GWMA) and the City of Lakewood for Cost Sharing for the Implementation of the Coordinated Compliance, Monitoring and Reporting Plan for the Dominguez Channel and Long Beach Harbors Waters Toxic Pollutants Total Maximum Daily Load (TMDL)

### BACKGROUND

In 2012, the Harbor Toxics TMDL, incorporated into the Municipal Separate Storm Sewer System (MS4) Permit. This TMDL establishes numerical discharge limits for a wide variety of pollutants including metals such as copper, lead, and zinc. Cities impacted by this TMDL are draining to the Dominguez Channel; directly into the Greater Harbor which includes the Los Cerritos Channel watershed, Palos Verdes Peninsula watershed and Los Angeles River Estuary; and draining to the Los Angeles and San Gabriel Rivers, which includes Lakewood.

In 2015, Lakewood initially entered into a cost sharing agreement with the GWMA as the fiduciary agent for the installation of monitoring equipment and monitoring the Harbor Toxics TMDL, and that agreement expired on June 30, 2018. In July 2018, an amendment of the agreement extended the term until December 2019. This new agreement extends the expiration date to December 31, 2024.

### FISCAL IMPACT

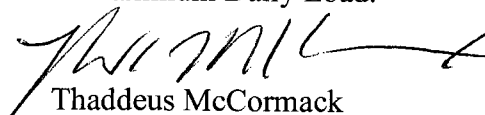
A cost share table is included in Exhibit A to the Agreement. The City's annual cost is \$19,342 for FY 2019-24. Any surplus funds from the previous cycle may be used to reduce or offset future fees.

### RECOMMENDATION

Staff recommends that City Council:

1. Authorize the Mayor to enter into a five (5) year agreement between the City and GWMA for administration and cost sharing for the cost sharing for the implementation of the coordinated compliance, monitoring and reporting plan for the Dominguez Channel and Long Beach Harbors Waters Toxic Pollutant Total Maximum Daily Load.

Lisa Ann Rapp  
Director of Public Works

  
Thaddeus McCormack  
City Manager

JW

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL  
WATER MANAGEMENT JOINT POWERS AUTHORITY

AND

THE CITIES OF BELLFLOWER, LAKEWOOD, LONG BEACH, PARAMOUNT,  
RANCHO PALOS VERDES, ROLLING HILLS, ROLLING HILLS ESTATES, SIGNAL  
HILL, AND LOS ANGELES, ACTING BY AND THROUGH ITS BOARD OF HARBOR  
COMMISSIONERS, THE COUNTY OF LOS ANGELES, LOS ANGELES COUNTY  
FLOOD CONTROL DISTRICT, AND THE PORT OF LONG BEACH

FOR ADMINISTRATION AND COST SHARING FOR THE IMPLEMENTATION OF  
THE COORDINATED COMPLIANCE, MONITORING, AND REPORTING PLAN FOR  
THE DOMINGUEZ CHANNEL AND LOS ANGELES AND LONG BEACH HARBORS  
WATERS TOXIC POLLUTANTS TOTAL MAXIMUM DAILY LOADS

This Memorandum of Understanding ("MOU") is made and entered into as of April 15, 2019 by and between the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority ("GWMA"), a California Joint Powers Authority, and the Cities of Bellflower, Lakewood, Long Beach, Paramount, Rancho Palos Verdes, Rolling Hills, Rolling Hills Estates, Signal Hill, and Los Angeles, acting by and through its Board of Harbor Commissioners ("POLA"), the County of Los Angeles, the Los Angeles County Flood Control District ("LACFCD"), and separately the City of Long Beach Harbor Department, acting by and through its Board of Harbor Commissioners ("Port of Long Beach").

RECITALS

WHEREAS, the mission of the GWMA includes the equitable protection and management of water resources within its area; and

WHEREAS, for the purposes of this MOU, the term "Permittees" shall mean the Cities of Bellflower, Lakewood, Long Beach, Paramount, Rancho Palos Verdes, Rolling Hills, Rolling Hills Estates, and Signal Hill, and the County of Los Angeles, the LACFCD, POLA, and the Port of Long Beach; and

WHEREAS, the Permittees and the GWMA are collectively referred to as the "Parties"; and

WHEREAS, the United States Environmental Protection Agency approved the Total Maximum Daily Loads ("TMDL") for Toxic Pollutants on March 23, 2012, with the intent of protecting and improving water quality in the Dominguez Channel and the Greater Los Angeles and Long Beach Harbor Waters ("Harbor Toxic Pollutants TMDL"); and

WHEREAS, the Harbor Toxic Pollutants TMDL regulates certain discharges from National Pollutant Discharge Elimination System ("NPDES") permit holders, requiring organization and cooperation among the Permittees; and

WHEREAS, the Permittees manage, drain or convey storm water into at least a portion of the Dominguez Channel, Greater Los Angeles and Long Beach Harbor Waters (including Consolidated Slip) and the Los Angeles River Estuary ("Greater Harbor Waters"); and

WHEREAS, several of these Permittees are in multiple watersheds and this MOU shall only pertain to those areas tributary to the Greater Harbor Waters; and

WHEREAS, the Permittees desire to facilitate the achievement of the objectives of the Harbor Toxic Pollutants TMDL by implementing the Coordinated Compliance, Monitoring, and Reporting Plan ("CCMRP") for the TMDL to ensure compliance with the TMDL and consistency with other regional monitoring programs and usability with other TMDL related studies; and

WHEREAS, the CCMRP was approved by the Los Angeles Regional Water Quality Control Board's ("Regional Board") Executive Officer on June 6, 2014; and

WHEREAS, the Permittees have elected to implement the CCMRP to address the Harbor Toxic Pollutants TMDL requirements; and

WHEREAS, implementation of the CCMRP requires administrative and professional coordination services for the Permittees that the GWMA is able and willing to provide; and

WHEREAS, the Permittees have collaborated with the GWMA in the implementation of the CCMRP; and

WHEREAS, the Permittees have determined that the costs of implementing the CCMRP and other related costs incurred by the GWMA in administering this MOU should be shared by the Permittees; and

WHEREAS, each Permittee shall pay its share of the costs of implementing the CCMRP, and any administrative costs related thereto, based on the Cost Sharing Tables in Exhibit A; and

WHEREAS, individual NPDES permit holders that are not Permittees may wish to participate in the CCMRP for individual permit compliance; and

WHEREAS, the Parties contemplate allowing other individual NPDES permit holders to participate in the CCMRP without being a party to this MOU, in order to minimize the costs of preparing and implementing the CCMRP to each of the Permittees; and

WHEREAS, the Parties authorize the GWMA to enter into individual separate agreements with such individual NPDES permit holders (which shall not become parties to this MOU) for CCMRP cost sharing purposes only; and

WHEREAS, if other individual NPDES permit holders participate in the cost sharing relating to the CCMRP, the Parties contemplate that the Cost Sharing Tables in **Exhibit "A"** will be modified as appropriate and each Permittee's proportional payment obligation reduced accordingly to reflect the other individual NPDES permit holders' payments; and

WHEREAS, the Parties have determined that authorizing the GWMA to retain a consultant to conduct monitoring necessary to implement the CCMRP will be beneficial to the Permittees; and

WHEREAS, the Permittees have approved a consultant, Anchor QEA, L.L.C. ("Consultant") and authorized GWMA to hire and serve as conduit for paying Consultant to implement and conduct the monitoring set forth in the CCMRP; and

WHEREAS, GWMA and Consultant entered into an agreement dated July 10, 2014 for the purpose of retaining the Consultant to implement and conduct the monitoring set forth in the CCMRP and perform other professional services ("Consultant Agreement"), incorporated herein by this reference; and

WHEREAS, the Consultant Agreement was first amended in order to extend the expiration date from September 30, 2019 to December 31, 2019, and more recently amended to further extend the expiration date to December 31, 2024; and

WHEREAS, the Consultant shall conduct monitoring to implement the CCMRP and any other plans, as set forth in the Scope of Work of the Consultant Agreement, any amendments thereto or a new agreement that the GWMA and/or the Permittees may approve with the Consultant or an alternative firm; and

WHEREAS, the role of the GWMA is to: (a) invoice and collect funds from each of the Permittees to cover the costs of implementing the CCMRP and paying the Consultant; (b) administer the Consultant's contract for implementation of the CCMRP; and (c) at the request of the Permittees, negotiate, enter into agreements with, and collect funds from individual NPDES permit holders for participation in the implementation of the CCMRP.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties do hereby agree as follows:

Section 1. Recitals. The recitals set forth above are fully incorporated as part of this MOU.

Section 2. Purpose. The purpose of this MOU is to share in the cost of implementing the CCMRP and to compensate the GWMA for costs associated with its role and duties under this MOU.

Section 3. Cooperation. The Parties shall fully cooperate with one another to achieve the purposes of this MOU.

Section 4. Voluntary Nature. The Parties voluntarily enter into this MOU.

Section 5. Binding Effect. This MOU shall become binding on the GWMA and the Permittees that execute this MOU.

Section 6. Term. The term of this MOU shall commence on the effective date of this Agreement as set forth in the preamble and expire on December 31, 2024, unless terminated earlier pursuant to this MOU.

Section 7. Permittee Representative.

(a) Each Permittee shall appoint a representative ("Representative") and, as necessary, an "Alternate Representative" to attend meetings of the Permittees. Each Permittee shall have one vote on decisions to be made by the Permittees. A Permittee may not appoint a person to serve as its Representative or Alternate Representative if the person owns, manages, operates, is employed by, or otherwise has a financial interest in, the Consultant or if the person has a financial interest in any foreseeable decisions made by the Permittees. Except as noted below, all decisions to be made by Permittees shall require a majority vote of all of the Permittees.

(b) The Permittees shall appoint a Chair ("Chair"), who shall have the authority to speak on behalf of the Permittees to the GWMA on decisions to be made by the Permittees. The Permittees may also appoint a Vice-Chair ("Vice-Chair"), who shall have the authority to speak on behalf of the Permittees in the event the Chair is unavailable. The Permittees shall inform the GWMA of the names of the Chair and Vice-Chair in writing. The GWMA may rely on written directions from the Chair, or the Vice-Chair, if the Chair is unavailable. In the event of conflicting directions from the Chair and the Vice-Chair, the GWMA shall rely on the Chair's direction. Subject to the provisions of this subparagraph (b), the Chair shall be the exclusive means of communication between the Permittees and the GWMA.

(c) Upon the Permittees' approval of the following items, the GWMA will take action on them in accordance with the Permittee's direction: (i) the Consultant's scope of work and any amendments thereto; (ii) the payment of the Consultant's invoices; (iii) the payment of any other costs as the Permittees deem necessary; (iv) budget increases; and (v) the participation of individual NPDES permit holders in the cost-sharing relating to the CCMRP. Notwithstanding the foregoing, the GWMA may pay the Consultant's invoices or any other financial obligations arising out of this MOU if



the Permittees either fail to act in a timely manner or their decision would cause the GWMA to breach a contractual obligation to a third party.

**Section 8. Role of the GWMA.**

(a) The GWMA shall invoice and collect funds from each of the Permittees to cover the costs of implementing the CCMRP and paying the Consultant, according to the Cost Sharing Tables in **Exhibit "A"**;

(b) The GWMA shall administer the Consultant's contract for implementation of the CCMRP by contracting with and paying the Consultant as approved by the Permittees; and

(c) At the request of the Permittees, the GWMA is authorized and shall negotiate, enter into agreements with, and collect funds from individual NPDES permit holders that are not Permittees for participation on the implementation of the CCMRP.

**Section 9. Financial Terms.**

(a) Each Permittee shall pay: (1) its proportional share of costs identified in the Cost Sharing Tables as "Monitoring Costs" in **Exhibit "A"** ("Monitoring Costs"); and (2) for Consultant and any other related costs which the Chair informs the GWMA in writing that the Permittees have approved, provided, however, that the LACFCD's Monitoring Costs shall not exceed ten percent (10%) of the sum total of all Monitoring Costs without the LACFCD's written agreement.

(b) In the event the Permittees approve an increase in the budget that would cause the LACFCD's Monitoring Costs to exceed ten percent (10%) of the total Monitoring Costs, the GWMA shall terminate this MOU if (i) the LACFCD does not inform the GWMA in writing within thirty (30) days that it will pay its increased Monitoring Costs or (ii) the Permittees, through their Chair, do not inform the GWMA in writing within thirty (30) days that the other Permittees agree to absorb the LACFCD's Monitoring Costs that exceed ten percent (10%) of the total Monitoring Costs.

(c) In addition to the Monitoring Costs, each Permittee, including LACFCD, shall also pay its proportional share of the GWMA's staff time for hiring the Consultant, managing the Consultant Agreement, invoicing the Permittees, reasonable legal fees and staff costs incurred by the GWMA in the performance of its duties under this MOU, audit expenses, and other overhead costs ("Administrative Costs"). The GWMA shall calculate the Administrative Costs in accordance with Subsection (i) and (ii) below and will add the applicable Administrative Costs to each Permittee's invoice. For reference purposes only, the maximum amount of each Permittee's Administrative Costs are identified in **Exhibit "A"**.

i. **GWMA Members.** If the Permittee is a GWMA Member, then the Administrative Costs do not include the GWMA's estimated indirect, overhead costs, which GWMA Members absorb as part of their annual membership dues. The rate charged to GWMA Members in order to recover the Administrative Costs will range

between zero percent (0%) and five percent (5%) of the Permittee's Monitoring Costs. On an annual basis the GWMA will evaluate the percentage rate charged to GWMA Members to ensure it adequately recovers the GWMA's cost of performing its duties under this MOU. Based on this review, the GWMA will establish the rate charged to recover the Administrative Costs for the next fiscal year. The GWMA will provide the Chair fifteen (15) days' written notice prior to July 1st of the fiscal year in which a new rate will take effect.

ii. Non-GWMA Members. If the Permittee is not a GWMA Member, then the Administrative Costs will also include the GWMA's estimated indirect, overhead costs. The rate charged to Non-GWMA Members, including LACFCD, in order to recover direct Administrative Costs will range between five percent (5%) and ten percent (10%) of the Permittee's Monitoring Costs and the rate charged to recover indirect Administrative Costs will range between two percent (2%) and five percent (5%) of the Permittee's Monitoring Costs. On an annual basis the GWMA will evaluate the percentage rates charged to Non-GWMA Members to ensure it adequately recovers the GWMA's cost of performing its duties under this MOU. Based on this review, the GWMA may increase or decrease the rates charged to recover the Administrative Costs, including both direct and indirect costs, for the next fiscal year. The GWMA will provide the Chair fifteen (15) days' written notice prior to July 1st of the fiscal year in which a new rate will take effect.

(d) Any increase above the costs listed in **Exhibit "A,"** will require an amendment to this MOU. The GWMA shall not expend funds nor incur obligations in excess of the projected costs without prior notification to and approval by the Permittees.

(e) Each Permittee has received its invoice for the 2018-2019 fiscal year. The GWMA shall submit an invoice for the 2019-2020 fiscal year to each Permittee reflecting each Permittee's Monitoring Costs and Administrative Costs, as provided in this Section 9 and **Exhibit "A"** no later than July 1, 2019, less any reserves currently held by the GWMA in connection with the Permittee's obligations under this MOU, if any. For each successive year commencing with the 2020-2021 fiscal year, the GWMA shall submit invoices to the Permittees as provided in this Section 9 and **Exhibit "A"** no later than July 1st annually.

(f) The GWMA shall not be required to incur obligations for any fiscal year in excess of the costs reflected in **Exhibit "A"** or in excess of any budget approved by the GWMA and the Permittees unless the Permittees authorize the GWMA to expend the additional funds. The GWMA may suspend the work of the Consultant as necessary to avoid incurring additional financial obligations.

(g) Upon receiving an invoice from the GWMA, each Permittee shall pay its invoice to the GWMA within sixty (60) days of the invoice's date.

(h) A Permittee will be delinquent if its invoiced payment is not received by the GWMA within sixty (60) days after the invoice's date. The GWMA will

follow the procedure listed below, or such other procedure that the Permittees direct to effectuate payment: 1) verbally contact the representative of the delinquent Permittee; and 2) submit a formal letter from the GWMA Executive Officer to the delinquent Permittee at the address listed in Section 13 of the MOU. If payment is not received within ninety (90) days of the invoice date, the GWMA may terminate this MOU unless the City Managers/Administrators/Chief Executive Officers for those non-delinquent Permittees inform the GWMA in writing that they agree to adjust their Monitoring Costs and allocation in accordance with the Cost Sharing Tables in **Exhibit "A"** and Administrative Costs to account for the delinquent Permittee's costs. However, no such termination may be ordered unless the GWMA first provides the non-delinquent Permittees with sixty (60) days' written notice of its intent to terminate the MOU. If the GWMA receives such confirmation from the City Managers/Administrators/Chief Executive Officers, the delinquent Permittee's participation in this MOU will be terminated and the Cost Sharing Tables in **Exhibit "A"** or such other formula to which the non-delinquent Permittees shall direct will be adjusted. A terminated Permittee shall remain obligated to GWMA for its delinquent payments and any other obligations incurred prior to the date of termination.

(i) The GWMA may suspend or modify the scope of work being performed by any Consultant retained by GWMA whenever any Permittee has not paid its invoice within ninety (90) days of the invoice date unless the City Managers/Administrators/Chief Executive Officers of those non-delinquent Permittees inform the GWMA that they will pay the delinquent Permittee's costs once the MOU with the delinquent Permittee has been terminated.

(j) Any delinquent payments by a Permittee shall accrue compound interest at the average rate of interest paid by the Local Agency Investment Fund during the time that the payment is delinquent.

(k) Funds remaining in the possession of the GWMA at the end of each fiscal year, which are in excess of the fiscal year's Monitoring Costs and Administrative Costs, may be applied to the Permittees' Monitoring Costs and/or Administrative Costs for the next fiscal year upon request by the Permittees through the Chair.

(l) Funds remaining in the possession of the GWMA at the end of the term of this MOU, or at the termination of this MOU, whichever occurs earlier, shall be promptly returned to the then-remaining non-delinquent Permittees and in accordance with the Cost Sharing Tables in **Exhibit "A"**. Notwithstanding the foregoing, the Chair may request that any remaining funds be applied as a credit toward future costs associated with a subsequent cost share agreement between the Permittees and the GWMA for the Harbor Toxic Pollutants TMDL, provided that the Chair informs the GWMA of the Permittees' election to do so at least ninety (90) days prior to the expiration of this MOU.

(m) The Harbor Toxic Pollutants TMDL provides that the Regional Board will reconsider the TMDL's targets, waste load allocations, and load allocations

based on new policies, data, or special studies. As of this MOU's execution, the Regional Board had begun the process of amending the Harbor Toxic Pollutants TMDL. Also as of the date of this MOU's execution, the Regional Board had begun the process of re-issuing NPDES Permit No. CAS004001, which constitutes the Waste Discharge Requirements for Municipal Separate Storm Sewer System (MS4) Discharges within the Coastal Watersheds of Los Angeles County ("MS4 Permit"), under which some of the Permittees are covered. The MS4 Permit incorporates the Harbor Toxic Pollutants TMDL. If the Regional Board amends the Harbor Toxic Pollutants TMDL and/or the MS4 Permit during the term of this MOU, then the Permittees, represented by the Chair, and the GWMA shall meet and confer in good faith on an amendment to the Cost Sharing Tables in **Exhibit "A"** to reflect changes to the cost of implementing the CCMRP. Any agreed upon amendment to the Cost Sharing Tables shall be presented to the GWMA Board of Directors for approval and, if approved, **Exhibit "A"** shall be revised accordingly.

**Section 10. Independent Contractor.**

(a) The GWMA is, and shall at all times remain, a wholly independent contractor for performance of the obligations described in this MOU. The GWMA's officers, officials, employees and agents shall at all times during the Term of this MOU be under the exclusive control of the GWMA. The Permittees cannot control the conduct of the GWMA or any of its officers, officials, employees or agents. The GWMA and its officers, officials, employees, and agents shall not be deemed to be employees of the Permittees.

(b) The GWMA is solely responsible for the payment of salaries, wages, other compensation, employment taxes, workers' compensation, or similar taxes for its employees and consultants performing services hereunder.

**Section 11. Indemnification and Insurance.**

(a) The GWMA shall include in the agreements with the Consultant an indemnification clause requiring the Consultant to defend, indemnify and hold harmless each of the Permittees and the GWMA, their officers, employees, and agents, from and against any and all liabilities, actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorney's fees, for injury to or death of person(s), for damage to property (including property owned by the GWMA or any Permittee) resulting from negligent or intentional acts, errors and omissions committed by Consultant, their officers, employees, and other representatives and agents, arising out of or related to Consultant's performance under its agreement with the GWMA.

(b) Each Permittee shall defend, indemnify and hold harmless the other Parties and their officers, employees, and other representatives and agents from and against any and all liabilities, actions, suits proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorney's fees, for injury to or death of person(s), for damage to property (including property owned by the GWMA and any Permittee) for negligent or intentional acts, errors and omissions committed by the

indemnifying Permittee or its officers, employees, and agents, arising out of or related to that Permittee's performance under this MOU, except for such loss as may be caused by GWMA's or any other Party's negligence or that of its officers, employees, or other representatives and agents other than the Consultant.

(c) The GWMA shall defend, indemnify and hold harmless the Permittees, their officers, employees, and other representatives and agents of the Permittees, from and against any and all liabilities, actions, suits proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorney's fees, for injury to or death of person(s), for damage to property (including property owned by the Permittees) and for negligent or intentional acts, errors and omissions committed by GWMA, its officers, employees, and agents, arising out of or related to GWMA's performance under this MOU.

(d) **Consultant's Insurance.** The GWMA shall require the Consultant to obtain and maintain through the term of their contracts with the GWMA the following policies of insurance with minimum limits as indicated below and issued by insurers with A.M. Best ratings of no less than A:

i. Comprehensive Commercial General Liability Insurance with minimum limits of One Million Dollars (\$1,000,000) per incident or accident for bodily injury, death and property damage;

ii. Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of the Services under this MOU with minimum combined single limits coverage of One Million Dollars (\$1,000,000);

iii. Professional Liability (Errors and Omissions) Insurance, which in aggregate with the Comprehensive General Liability Insurance, provides a minimum limit of Two Million Dollars (\$2,000,000) per incident; and

iv. Workers' Compensation insurance as required by the State of California.

(e) GWMA makes no guarantee or warranty that the reports prepared by GWMA and its Consultant will be approved by the relevant governmental authorities. GWMA shall have no liability to the Permittees for the acts or omissions of the Consultant. The Permittees' sole recourse for any act or omission of the Consultant shall be against the Consultant and its insurance.

## Section 12. Termination.

(a) A Permittee may withdraw from this MOU for any reason, or no reason, by giving the other Parties prior written notice thereof. The withdrawing Permittee shall be responsible for its Monitoring Costs and Administrative Costs through the end of the current fiscal year during which said Permittee withdraws. Moreover, unless the withdrawing Permittee provides written notice of withdrawal to the other Parties by the March 1st immediately prior to the new fiscal year, the withdrawing

Permittee shall also be responsible for its Monitoring Costs and Administrative Costs through the end of the new fiscal year (e.g., If a permittee withdraws on March 2, 2020, said permittee is responsible for its share of costs for both FY 2019-2020 and FY 2020-2021. If the same permittee withdraws on February 25, 2020, said permittee is responsible for costs only for FY 2019-2020, not for FY 2020-2021). Such Monitoring Costs and Administrative Costs shall include the remaining fees of any Consultant retained by the GWMA through the end of the new fiscal year. Should any Permittee withdraw from the MOU, the remaining Permittees' Administrative Costs and Monitoring Cost allocations shall be adjusted in accordance with the Cost Sharing Tables in **Exhibit "A"**. A withdrawing Permittee shall remain liable for any loss, debt, or liability otherwise incurred through the end of the fiscal year(s) for which it remains responsible.

(b) The GWMA may, with a two-thirds (2/3) vote of the full GWMA Board of Directors, terminate this MOU upon not less than thirty (30) days' written notice to the Parties. Any remaining funds not due and payable or otherwise legally committed to Consultant shall be returned to the remaining Permittees in accordance with the Cost Sharing Tables set forth in **Exhibit "A"**.

### Section 13. Miscellaneous.

#### (a) Other NPDES Permit Holders.

i. Individual or general NPDES permit holders who are not Permittees but receive Harbor Toxic Pollutants TMDL monitoring requirements in their NPDES permits may wish to participate in the implementation of the CCMRP in order to utilize the CCMRP monitoring data to satisfy all or part of the monitoring and reporting requirements in their NPDES permits. Any such NPDES permit holder may submit a letter of interest to the Chair requesting to become a participant in the CCMRP. The letter of interest at a minimum shall contain a commitment to pay annually for participant status Fourteen Thousand One Hundred Forty-Five Dollars (\$14,145.00), plus any cumulative CPI Adjustment as defined below ("Annual Payment Amount"). The Annual Payment Amount will be annually and cumulatively adjusted during each year of this MOU's term based upon the percentage change in the Bureau of Labor Statistics' Consumer Price Index, Los Angeles-Long Beach-Anaheim Area, for the twelve-month period ending on March 1st of the preceding fiscal year ("CPI Adjustment"). The GWMA will use the Annual Payment Amounts received from individual or general NPDES permit holders to reduce the Monitoring Costs charged to the Permittees.

ii. Upon receipt of the letter of interest, the Chair shall distribute the letter to the Permittees who shall vote on whether to grant the NPDES permit holder participant status. If the Permittees by majority vote determine that participant status should be granted, the Chair shall notify GWMA of the Permittees' approval. Upon receipt of a written notice from the Chair of the Permittees' approval for the NPDES permit holder to participate in the implementation of the CCMRP, the GWMA will enter into a separate cost share agreement with the NPDES permit holder that will require the NPDES permit holder to pay the Annual Payment Amount of Fourteen Thousand One Hundred Forty-Five Dollars (\$14,145.00), plus any applicable CPI Adjustments as set

forth in Subsection 13(a)(i). Failure to pay the Annual Payment Amount by the date set forth in the agreement shall result in termination of the NPDES permit holder's participant status. The GWMA will deduct and retain from each NPDES permit holder's Annual Payment Amount an amount based on the percentage rate charged to Non-GWMA Members pursuant to Subsection 9(c)(ii) of this MOU in order to recover the GWMA's Administrative Costs.

iii. An NPDES permit holder accepted as a participant shall not be a Permittee or one of the Parties to this MOU and shall not be entitled to appoint a representative or to vote or participate in any way in decisions assigned to Permittees by this MOU. Participant status entitles an NPDES permit holder only to the monitoring data collected as part of the CCMRP and to have its name included on all reports submitted in accordance with the CCMRP for any fiscal year in which the participant has paid its Annual Payment Amount.

(b) Notices. All Notices which the Parties require or desire to give hereunder shall be in writing and shall be deemed given when delivered personally or three (3) days after mailing by registered or certified mail (return receipt requested) to the following address or as such other addresses as the Parties may from time to time designate by written notice in the aforesaid manner:

To GWMA:

Grace Kast  
Executive Officer  
Gateway Water Management Authority  
16401 Paramount Boulevard  
Paramount, CA 90723

To the Permittees:

Len Gorecki  
Director of Public Works  
City of Bellflower  
16600 Civic Center Drive  
Bellflower, CA 90706

Lisa Ann Rapp  
Director of Public Works  
City of Lakewood  
5050 Clark Avenue  
Lakewood, CA 90712



Melissa You  
Storm Water/Environmental Compliance  
Storm Water Management Division  
City of Long Beach  
333 West Ocean Boulevard, 9<sup>th</sup> Floor  
Long Beach, CA 90802

Mario Cordero  
Executive Director  
Port of Long Beach  
925 Harbor Plaza  
Long Beach, CA 90802

Chris Cannon  
Director of Environmental Management  
Port of Los Angeles on behalf of the City of Los Angeles  
425 S. Palos Verdes Street  
San Pedro, CA 90713

Adriana Figueroa  
Director of Public Works  
City of Paramount  
16400 Paramount Blvd.  
Paramount, CA 90723

Douglas Willmore  
City Manager  
Rancho Palos Verdes  
30940 Hawthorne Blvd  
Rancho Palos Verdes, CA 90275

Elaine Jeng  
City Manager  
City of Rolling Hills  
2 Portuguese Road  
Rolling Hills, CA 90274

Greg Grammer  
Assistant City Manager  
City of Rolling Hills Estates  
4045 Palos Verdes Drive North  
Rolling Hills Estates, CA 90274

Hannah Shin-Heydorn  
Deputy City Manager  
City of Signal Hill  
2175 Cherry Avenue  
Signal Hill, CA 90755

Paul Alva  
Senior Civil Engineer  
County of Los Angeles Department of Public Works  
900 S. Fremont Avenue  
Alhambra, CA 91803

Keith Lilley  
Los Angeles County Flood Control District  
County of Los Angeles Department of Public Works Watershed  
Management Division, 11<sup>th</sup> Floor  
900 S. Fremont Avenue  
Alhambra, CA 91803-1331

(c) Separate Accounting and Auditing. The GWMA will establish a separate account to track revenues and expenses incurred by the GWMA on behalf of the Permittees. Any Permittee may upon five (5) days' prior written notice inspect the books and records of the GWMA to verify the cost of the services provided and billed by GWMA. GWMA shall prepare and provide to the Permittees annual financial statements and audits upon request.

(d) Amendment. The terms and provisions of this MOU may not be amended, modified or waived, except by a written instrument signed by all Parties and approved by all Parties as substantially similar to this MOU.

(e) Waiver. Waiver by either the GWMA or a Permittee of any term, condition, or covenant of this MOU shall not constitute a waiver of any other term, condition, or covenant. Waiver, by the GWMA or a Permittee, to any breach of the provisions of this MOU shall not constitute a waiver of any other provision or a waiver of any subsequent breach of any provision of this MOU.

(f) Law to Govern: Venue. This MOU shall be interpreted, construed, and governed according to the laws of the State of California. In the event of litigation between the Parties, venue shall lie exclusively in the County of Los Angeles.

(g) No Presumption in Drafting. The Parties to this MOU agree that the general rule that an MOU is to be interpreted against the Parties drafting it, or causing it to be prepared, shall not apply.

(h) Severability. If any term, provision, condition or covenant of this MOU is declared or determined by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this MOU shall not be affected thereby.

and this MOU shall be read and construed without the invalid, void, or unenforceable provisions(s).

(i) Entire Agreement. This MOU constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, with respect thereto.

(j) Counterparts. This MOU may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to all Parties to this MOU.

(k) Legal Representation. All Parties have been represented by counsel in the preparation and negotiation of this MOU. Accordingly, this MOU shall be construed according to its fair language.

(l) Agency Authorization. Each of the persons signing below on behalf of the Parties represents and warrants that he or she is authorized to sign this MOU on their respective behalf.

(m) Days. Where this MOU quantifies a period of time in days, days shall refer to calendar days and not business days.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: \_\_\_\_\_

LOS ANGELES GATEWAY REGION  
INTEGRATED REGIONAL WATER  
MANAGEMENT JOINT POWERS  
AUTHORITY

\_\_\_\_\_  
Lisa Ann Rapp  
GWMA Chair

APPROVED AS TO FORM:

\_\_\_\_\_  
Nicholas R. Ghirelli  
General Counsel

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: \_\_\_\_\_


CITY OF LAKEWOOD

\_\_\_\_\_  
Name: \_\_\_\_\_  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Name: \_\_\_\_\_  
City Clerk

  
\_\_\_\_\_  
Name: (s) Steven Skolnik  
City Attorney

**EXHIBIT "A"**  
**Cost Sharing Tables**

1. [Illegible text]

Exhibit A, Table 1 - Cost Share Summary

Cost Share FY2019-2020 - FY2023-2024 (5 years)						
Permittee	Monitoring Cost				Maximum GWMA Admin Cost**	Maximum Annual Cost
	Area (mi <sup>2</sup> )	Area Cost	Base Cost	Base Cost + Area Cost*		
LACFCD Contribution (flat 10%)	--	--	\$135,072	\$135,072	\$20,261	\$31,067
Bellflower (GWMA Member)	4.39	\$38,836	\$25,489	\$64,326	\$3,216	\$13,508
Lakewood (GWMA Member)	7.53	\$66,615	\$25,489	\$92,104	\$4,605	\$19,342
Long Beach (GWMA Member)	39.46	\$349,085	\$25,489	\$374,574	\$18,729	\$78,661
Port of Long Beach (GWMA Member)	11.35	\$100,408	\$25,489	\$125,898	\$6,295	\$26,438
Los Angeles and Port of Los Angeles	20.35	\$180,027	\$50,978	\$231,006	\$34,651	\$53,131
Paramount (GWMA Member)	1.72	\$15,216	\$25,489	\$40,705	\$2,035	\$8,548
Rancho Palos Verdes	3.00	\$26,540	\$25,489	\$52,029	\$7,804	\$11,967
Rolling Hills	0.92	\$8,139	\$25,489	\$33,628	\$5,044	\$7,734
Rolling Hills Estate	0.35	\$3,096	\$25,489	\$28,585	\$4,288	\$6,575
Signal Hill (GWMA Member)	2.18	\$19,285	\$25,489	\$44,775	\$2,239	\$9,403
Unincorporated	0.36	\$3,185	\$25,489	\$28,674	\$4,301	\$6,595
<b>Totals</b>	<b>91.61</b>	<b>\$810,433</b>	<b>\$440,942</b>	<b>\$1,251,375</b>	<b>\$113,468</b>	<b>\$272,969</b>

\* Monitoring costs will vary from year to year however costs will be averaged over the 5 year monitoring program. The average monitoring costs amount will be invoiced yearly.

\*\* The GWMA administration cost is as follows: Direct admin fee is 0-5% for GWMA members and 5-10% for non-members. Indirect admin fee is 2-5% for non-members. The amount shown assumes the maximum fee, for budgeting purposes.

\*\*\* Includes costs for preparation and submittal of FY 2023-24 annual report by December 2024.

\*\*\*\* Any surplus funds from the previous cycle 2014-18 will be used to reduce the 2019-2024 Permittee fees.



Cost Share FY2019-2020 - FY2023-2024 (5 years)						
Permittee	Monitoring Cost				Maximum GWMA Admin Cost**	Maximum Annual Cost
	Area (mi <sup>2</sup> )	Area Cost	Base Cost	Base Cost plus Area Cost*		
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<b>Totals</b>	<b>91.61</b>	<b>\$810,433</b>	<b>\$440,942</b>	<b>\$1,251,375</b>	<b>\$113,468</b>	<b>\$272,969</b>

Cost Share FY2019-2020 - FY2023-2024 (5 years)					
Other NPDES Permit Holder	Annual Monitoring Cost per Permit Holder	GWMA Admin per Permit Holder*	Annual Payment per Permit Holder	Term (Years)	Total Cost per Permit Holder***
Individual or General NPDES Permit Holders	\$12,300	\$1,845	\$14,145	5	\$70,725
Total for 7 Individual Permit Holders					\$495,075.00

Costs Per Activity						
Activity	2019	2020	2021	2022	2023	Cost FY2019-
Base Fee****	\$191,900	\$287,725	\$424,050	\$305,700	\$472,500	\$1,681,875

\* Monitoring costs will vary from year to year however costs will be averaged over the 5 year monitoring program. The average amount will be invoiced yearly.

\*\* The GWMA administration cost is as follows: Direct admin fee is 0-5% for GWMA members and 5-10% for non-members. Indirect admin fee is 2-5% for non-members.

\*\*\* Cost does not include annual and cumulative CPI Adjustment

\*\*\*\* Monitoring, Reporting.

Permittee costs will be adjusted based on the number of individual NPDES permittees that participate.

RMC Members	
Agencies (30/60 split)	12
LACFCD (10% split)	1
<b>Total</b>	<b>13</b>

Cost Share Breakdown	
Base cost*	30%
Area cost	60%
LACFCD contribution	10%
<b>Total</b>	<b>100%</b>

Rates	
Years	5
GWMA members admin fee floor	0%
GWMA members admin fee ceiling	5%
GWMA non-members admin fee floor	7%
GWMA non-members admin fee ceiling	15%

Individual NPDES Permits	
Private sector permittees	7



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

## **COUNCIL AGENDA**

April 9, 2019

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

**SUBJECT:** Authorize Sidewalk and Ramp Repairs at Mayfair Park for ADA compliance

### **INTRODUCTION**

CJ Construction, Inc. provides hardscape maintenance services to the City. These services include removal and replacement of damaged sidewalk, curb, gutter, and access ramps. Sidewalk and ramp improvements are required at Mayfair Park for ADA Compliance.

### **STATEMENT OF FACT**

Sidewalk and access ramp repairs are necessary at Mayfair Park to meet ADA compliance. The engineer's estimate for the required sidewalk and ramp improvements at Mayfair Park is \$98,110. CJ Construction has provided an estimate of \$63,500 for the total scope of work under their current contract agreement. Staff feels that this is a fair price and recommends authorizing this scope of work under CJ Construction's existing contract agreement.

CJ Construction, Inc. has provided hardscape maintenance services for the City in a very professional and cost effective manner. They have the required licenses and experience to perform all aspects of this scope of work as outlined in their existing agreement.

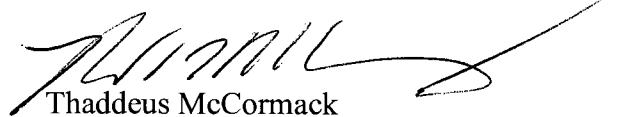
This project will be financed by the CJPIA Low-interest ADA Loan which has been approved and has been funded.

### **RECOMMENDATION**

- (1) Authorize work for the sidewalk and ramp repairs at Mayfair Park for ADA Compliance in an amount not-to-exceed \$63,500.

Lisa Ann Rapp  
Director of Public Works

JW

  
Thaddeus McCormack  
City Manager

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

## **COUNCIL AGENDA**

April 9, 2019

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

**SUBJECT:** Authorize the Procurement of Information Technology (IT) Backup and Security Software and Services

### **INTRODUCTION**

The City maintains a robust IT infrastructure that supports every aspect of the organization's day-to-day operations. Critical components of the infrastructure include routine data backup and email security (spam/virus) filters.

### **STATEMENT OF FACT**

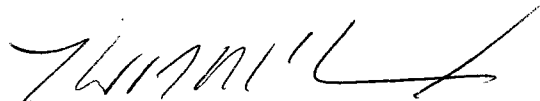
Historically, the City has contracted annually for Barracuda (brand) backup and email security software and services with Sable Computer Inc. (Sable), an authorized Barracuda vendor. This year, Sable presented Staff with an opportunity to lower the annual cost by contracting for a three-year period through the State's California Multiple Award Schedules (CMAS) Purchasing Program. Sable is able to offer all the various software and services for a combined total of \$32,543.46. This is about \$5,400 less than the combined cost of three single-year options, even assuming that the cost did not rise during the time period. Independently, separate pricing obtained from another authorized vendor was approximately \$5,900 higher than Sable's three-year price. Funding for the additional two-year period not originally budgeted can be obtained from one-time savings realized in the Citywide PC Replacement Project.

### **STAFF RECOMMENDATION**

It is recommended that the City Council authorize the procurement of Barracuda backup and email security software and services for a three-year period from Sable Computer Inc. in the amount of \$32,543.46.



Jose Gomez  
Director of Administrative Services



Thaddeus McCormack  
City Manager

# DIVIDER SHEET

## COUNCIL AGENDA

April 9, 2019

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

**SUBJECT:** Water Sale Agreement – Long Beach Water Department

### INTRODUCTION

The existing water purchase agreement WD-3329 dated May 9, 2017 with Long Beach Water Department (LBWD) allows the City of Lakewood to pump its own groundwater annual pumping allocation (APA) to sell surplus water to LBWD. This new agreement covers the scenario allowing the City of Lakewood to pump LBWD APA in the water sale to LBWD.

### STATEMENT OF FACT

In recent years, water demand in the City of Lakewood's water system has been low due to various conservation efforts; therefore, we have used a portion of our 9,432 acre-foot APA Central Basin Groundwater Pumping right to sell water to LBWD via our inter-connection on Palo Verde Avenue south of Carson Street. However, in an effort to gain more mutual beneficial use through our inter-connection with LBWD, the city has negotiated a new agreement with LBWD to use LBWD APA instead of subtracting from the city's pumping allocation. This new deal, will allow the city to use our extra extraction rights to be carried over to the next fiscal year, leased, or sold to another agency.

The amount of water pumped/purchased would be determined annually through discussions between the agencies on a year-to-year basis. The sales price formula is basically the same as in WD-3329 Agreement, which consists of the cost per acre-foot of water would be the average between the set floor and ceiling prices. The "Price Floor" would be the current acre-foot Replenishment Assessment (RA) paid to the Water Replenishment District plus LBWD's Operation and Maintenance (O&M) Costs. The "Price Ceiling" would be the difference of the Metropolitan Water District (MWD) of Southern California's Tier 1 Rate applicable to LBWD minus LBWD's O&M Costs. The FY 2018/19 water purchase price would be \$355.50 per acre-foot, which is the average of the Price Floor and the Price Ceiling. Future rate adjustments will be made semi-annually based on the formula used above with updated actual costs.

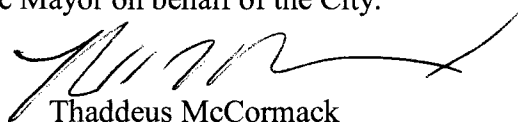
In this agreement, LBWD is responsible for paying the Replenishment Assessment (RA) directly to the Water Replenishment District (WRD) for each acre-foot of water pumped by Lakewood and sold to LBWD using LBWD's allocated pumping right.

### RECOMMENDATION

The Water Resources Committee and staff recommend that the City Council approve a water purchase agreement with the City of Long Beach Water Department and upon approval of the City Attorney as to form authorize its execution by the Mayor on behalf of the City.



Jason J. Wen, Ph.D., P.E.  
Water Resources Director



Thaddeus McCormack  
City Manager

1 AGREEMENT NO. WD-

2

3 THIS AGREEMENT NO. WD-\_\_\_\_\_ ("Agreement") is made and entered, in

4 duplicate, as of \_\_\_\_, 2019, for reference purposes only, pursuant to an order of the

5 Board of Water Commissioners of the City of Long Beach acting on behalf of the City of

6 Long Beach and on its own behalf ("Long Beach") at its meeting on March 21, 2019 and

7 an order of the City Council of the City of Lakewood ("Lakewood") at its meeting on

8 \_\_\_\_\_, 2019.

9 WHEREAS, Lakewood and Long Beach have previously executed that

10 certain Agreement No. WD-3329 dated as of May 9, 2017 ("Purchase and Sale

11 Agreement"), pursuant to which Long Beach purchases from Lakewood certain water

12 allocated to Lakewood in accordance with the terms of the Purchase and Sale

13 Agreement; and

14 WHEREAS, Lakewood may from year to year have surplus groundwater

15 well capacity to pump water allocated to Long Beach; and

16 WHEREAS, Lakewood and Long Beach have identified mutual benefits to

17 Lakewood's pumping and subsequent transfer of Central Basin-pumped water to Long

18 Beach, and as a result Long Beach desires to reimburse Lakewood for its operation and

19 maintenance costs associated with the pumping of water allocated to Long Beach.

20 NOW THEREFORE, in consideration of mutual terms and conditions in this

21 Agreement, the parties agree as follows:

22 1. TERM.

23 The term of this Agreement shall commence on \_\_\_\_\_, 2019 and

24 shall continue indefinitely thereafter until terminated by either party as provided herein.

25 Either party may terminate this Agreement, with or without cause, by providing the other

26 party with 30 calendar days advance written notice of its intent to terminate.

27 2. WATER PUMPING AND DELIVERY.



During the term of this Agreement the parties agree that Lakewood will pump ground water allocated to Long Beach from Lakewood Well 8, Well 15A, and Well 27 (the "Shared Wells"). Long Beach shall have no ownership interest in, or operational responsibilities for, the Shared Wells, it being the intent of the parties that the Shared Wells be designated as such solely for the purposes of Water Replenishment District of Southern California (WRD) Replenishment Assessment reporting purposes. Lakewood shall deliver such water to Long Beach at the interconnection on Palo Verde Avenue, south of Carson Street (the "Interconnection"). The parties agree that in determining the quantity of water to be sold to Long Beach, the parties shall meet at least once per year (prior to July 1) to discuss and set future deliveries, timing, and amounts of water and charges for the upcoming year, subject to water system capacity restraints. Lakewood customer needs take priority over the allocation provided for in this Agreement.

### 3. WATER TO BE METERED.

All water passing through the Interconnection will be metered. LBWD shall be responsible for meter reading and maintaining the meter reading records during the term of this Agreement, and shall maintain such metering records for one (1) year following termination. Lakewood shall have rights to audit the meter reading records. Meter readings shall be taken and recorded no less often than every month. Readings shall be performed on the last day of the month or as soon thereafter as reasonably possible. The cost of meter reading and record keeping shall be borne entirely by LBWD. Lakewood shall have the right of access to the Interconnection at any time for the purpose of observation, inspection, meter reading and testing.

### 4. REIMBURSEMENT FOR WATER.

The quantity of water flowing through the Interconnection from Lakewood to Long Beach shall be based on the reading taken from the Interconnection meter. The per acre-foot water purchase price shall be the average of the Price Floor and the Price Ceiling less the current per acre foot Replenishment Assessment (\$339), which shall be

1 paid by Long Beach to the Water Replenishment District. The "Price Floor" shall be \$539  
2 per acre foot, which is equal to the sum of (i) the current per acre foot WRD  
3 Replenishment Assessment (\$339), plus (ii) Long Beach Operations and Maintenance  
4 per acre foot costs associated with the delivery, treatment and pumped storage of Long  
5 Beach groundwater ("O&M Costs") (\$200). The "Price Ceiling" shall be \$850 per acre  
6 foot, which is equal to the difference of (i) the Metropolitan Water District of Southern  
7 California's (MWD) Tier 1 Rate applicable to Long Beach (\$1050), minus (ii) Long Beach  
8 O&M Costs (\$200). The water purchase price before July 1, 2019 shall be \$355.50 per  
9 acre foot, which is the average of the Price Floor and the Price Ceiling less the current  
10 per acre foot WRD Replenishment Assessment, which shall be paid by Long Beach to  
11 WRD.

12 The Price Floor and the Price Ceiling shall be adjusted semi-annually or as  
13 needed by the parties to reflect actual changes to (i) the WRD Replenishment  
14 Assessment, and (ii) the MWD Tier 1 Rate.

15 Other than stated above, there shall be no minimum, standby or other  
16 charges included in any billing. Long Beach shall forward the meter read to Lakewood  
17 within five (5) working days of reading the water meter. Lakewood shall generate a  
18 monthly invoice to Long Beach, which shall be payable within 33 days of the invoice date.

19 5. FORCE MAJEURE.

20 No party shall be considered in default, other than obligations of that party  
21 to pay amounts due under this Agreement, if prevented from performance by force  
22 majeure. The term "force majeure" means any cause beyond the reasonable control of  
23 the party, such as failure of or threat of failure of facilities, flood, earthquake, storm, fire,  
24 lightning, epidemic, war, economic embargo, riot, civil disturbance or disobedience, labor  
25 dispute, labor or material shortage, sabotage, or restraint by court order or public  
26 authority. No party shall, however, be relieved of liability for failure of performance if such  
27 failure is due to causes arising from its own negligence or causes which it fails to remove  
28

1 or remedy with reasonable dispatch. A party shall not be required to settle any strike or  
2 labor dispute in which it may be involved. A party unable to perform under this  
3 Agreement shall give prompt notice of that fact in writing to the other party and shall  
4 exercise due diligence to remove its inability to perform with all reasonable dispatch.

5 6. NOTICES.

6 Any notice identified in this Agreement or given or made in connection with  
7 this Agreement shall be in writing and personally delivered or deposited in the U.S. Postal  
8 Service, certified, return receipt, as follows:

9 To Long Beach: General Manager  
10 Long Beach Water Department  
11 1800 E. Wardlow Road  
12 Long Beach, CA 90807

13 To Lakewood: Director of Water Resources  
14 City of Lakewood  
15 5050 Clark Avenue  
16 Lakewood, CA 90712

17 Notice shall be deemed given on the date shown on the return receipt or on  
18 the date personal delivery is made, whichever occurs first. A party may at any time, by  
19 notice, change the designation or the address stated above. This Section does not apply  
20 to notices and requests of a routine character in connection with delivery or receipt of  
21 water or in connection with operation of the Interconnection unless specifically required in  
22 this Agreement. Routine notices and requests shall be given in whatever manner the  
23 Operating Representatives from time to time mutually determine.

24 7. WAIVER.

25 The acceptance of a delivery of water, the payment for a delivery of water,  
26 or any other performance shall not operate as a waiver of any part of this Agreement or  
27 of any right to indemnity stated in this Agreement. The waiver of a right or breach of this  
28 Agreement shall not constitute a waiver of any other right or breach.

8. HOLD HARMLESS.

Each party agrees to indemnify, defend and hold harmless the other party, its officers, agents, employees, representatives and volunteers from and against all claims, demands and actions in connection with the (grossly) negligent conduct or willful misconduct of the indemnifying party, its officers, agents, employees, representatives and volunteers in the performance of this Agreement.

9. PRECEDENT.

This agreement sets no precedent with regard to any other issues between the parties, including any future water purchase agreements, or any other matters.

10. ASSIGNMENT.

This Agreement may not be assigned by the parties.

11. ENTIRETY of AGREEMENT.

This Agreement contains the entire understanding of the parties and supersedes any other understandings or agreements, oral or written, with respect to the subject matter herein; provided, however, that this Agreement does not in any manner amend, terminate or otherwise affect the Purchase and Sale Agreement, which remains in full force and effect until terminated in accordance with its terms.

12. JOINT PREPARATION.

This Agreement shall be deemed to be jointly prepared by the parties and shall not be construed against any party as the drafter.

13. GOVERNING LAW.

This Agreement shall be governed by and construed pursuant to the laws of the State of California.

14. AFFECT OF TERMINATION ON RIGHTS OR LIABILITIES.

Termination or expiration of this Agreement shall not affect rights or liabilities of the parties which accrued prior to such termination or expiration.

15. PARTIES' BENEFITS.

This Agreement is not intended or entered for the purpose of creating any

OFFICE OF THE CITY ATTORNEY  
ROBERT E. SHANNON, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

benefit or right for any person or entity that is not a party to this Agreement.

IN WITNESS WHEREOF, the parties have caused this document to be duly  
executed with all formalities required by law as of the date first stated above.

BOARD OF WATER COMMISSIONERS OF  
THE CITY OF LONG BEACH, acting for and  
on behalf of the City of Long Beach and on its  
own behalf

By \_\_\_\_\_

General Manager, LBWD

"Long Beach"

CITY OF LAKEWOOD, a municipal  
corporation

By \_\_\_\_\_

Mayor

"Lakewood"

This Agreement is approved as to form on \_\_\_\_\_,  
2019.

CHARLES PARKIN, City Attorney

By \_\_\_\_\_

Deputy City Attorney

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

# Public Hearings



## COUNCIL AGENDA

April 9, 2019

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

**SUBJECT:** Award of Bid for Public Works Project No. 2018-07  
Paramount Boulevard Landscaping and Drainage Project (Rev. 1)

### INTRODUCTION

On March 26, 2019 the City Clerk received (10) ten bids for the Paramount Boulevard Landscaping and Drainage project. The scope of work includes the conversion of the landscaping on the two side panels on Paramount Blvd. from Greenmeadow Road to Deerford Street. The work generally consists of site demolition and site improvements including use of drought tolerant landscape, drip irrigation, other related improvements required by the contract documents, and excavation and installation of bio-infiltration basins and dry well units to improve on-street drainage for urban runoff and stormwater to infiltrate into the side panels.

### STATEMENT OF FACT

Twelve contractors qualified to bid this project by attending a mandatory pre-bid conference; fifteen contractors purchased plans and specifications, and ten submitted bid proposals. A bid summary is below:

RANK	BIDDER	BID AMOUNT
1	Aramexx Construction	\$2,099,255.00
2	KASA Construction	\$2,129,711.00
3	Clean Cut Landscape	\$2,131,150.00
4	American Landscape, Inc.	\$2,248,820.00
5	Los Angeles Engineering, Inc	\$2,339,957.00
6	Mariposa Landscapes, Inc.	\$2,367,815.99
7	Landscapes Support Services	\$2,448,848.00
8	Yakar	\$2,484,397.00
9	C.S. Legacy Construction, Inc.	\$2,485,902.00
10	Marina Landscape, Inc.	\$2,533,524.50

The lowest responsible bidder is Aramexx Construction in the bid amount of \$2,099,255. Staff has verified with the State Contractors License Board that Aramexx Construction is properly licensed for the work. References were checked with favorable results.

#### *Bid Protest*

*Under our project specifications, any bidder who wishes to submit a protest must do so within 5 calendar days of bid opening. Bids were opened on March 26, 2019, and any protest needed to be submitted by March 31, 2019. On March 29, 2019, at 4:28 pm, staff received a timely letter of protest from the second bidder, KASA Construction. The protest alleged that there was a failure*

*to provide a notarized acknowledgement for the signee on the Affidavit of Non-Collusion Form in the low bidder's bid document. The low bidder's notarized acknowledgement was in fact included in their original bid proposal, but that was not apparent to the protester because it was inadvertently placed in the incorrect order in the low bidder's proposal after the document was scanned by City Staff. Accordingly, staff recommends that the protest of KASA Construction be rejected.*

Construction is scheduled to begin in May and be completed in early August, 2019.

### **FUNDING**

*Several different non-general fund sources of funds are being used for this project. The City received a \$1,000,000 Prop 84 Grant in FY 2017, and also allocated \$1,027,418 of Measure R funds in FY 2017 as a match. In FY 2018, Council approved a resolution for the use of SB-1/RMRA (Year 2) funds for the balance of the funding needed, which was approved by the California Transportation Commission. The one remaining step is to appropriate the \$950,000 of SB-1 funds for this purpose.*

### **SUMMARY**


Bids have been received on Public Works Contract 18-07. Staff recommends the contract be awarded to the lowest responsible bidder, Aramexx Construction and that \$200,000 in project funds be authorized for contingency purposes.

### **RECOMMENDATION**

Staff recommends that the City Council:

- (1) Adopt the plans, specifications, Addenda and working details for the subject project.
- (2) *Reject the bid protest filed by KASA Construction on March 29, 2019*
- (3) Award a contract for the "Paramount Blvd Landscaping and Drainage", Public Works Contract 2018-07, in the amount of \$2,099,255 to the low bidder Aramexx Construction and authorize the Mayor to sign the contract in a form approved by the City Attorney.
- (4) Authorize staff to approve a cumulative total of change orders, as necessary not to exceed \$200,000.
- (5) *Appropriate \$950,000 of SB-1/RMRA funds for this project.*

Lisa Ann Rapp   
Director of Public Works

  
Thaddeus McCormack  
City Manager



LICENSE # 927544

March 29, 2019

City of Lakewood  
Konya Vivanti  
5050 Clark Ave.  
Lakewood, CA 90712

Project: Paramount Blvd. Landscaping & Drainage – Project No.18-07  
Subject: BID PROTEST  
Bid Date: March 26, 2019 at 11:00 am

7982 19 APR -1 10:26

This letter shall be construed as a Formal Bid Protest against the Apparent Low Bidder – Aramexx Group, Inc., CSLB License # 960305 for reasons as explained below.

Aramexx failed to provide a Notarial Acknowledgement for the signee on the Affidavit of Non-Collusion. Aramexx's Non-Collusion affidavit stated to "see attached" but the following page is BID-9, not a Notarial Acknowledgement as required.

Based on the above findings, it is without a doubt that Aramexx Group, Inc. is Non-Responsive and their Bid Proposal not be considered for this project.

KASA Construction respectfully requests that the City of Lakewood considers the above findings and make a fair and proper determination to deem the Bid by Aramexx, **NON-RESPONSIVE**.

If there is any additional information needed, please do not hesitate to call me at the number below.

Respectfully,

A handwritten signature in black ink, appearing to read "Hector Zavala", with a long, sweeping horizontal line extending to the right.

Hector Zavala  
Estimator  
KASA Construction, Inc.

15148 SIERRA BONITA LANE, CHINO, CA 91710  
PHONE: 909.457.8260 / FAX: 909.457.8261

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

*Reports*

## ORGANIZATIONAL APPOINTMENTS

ORGANIZATIONS	2018-19	2019-20
California Contract Cities Association	Wood – Rep. Piazza – Alt.	Wood – Rep. Piazza – Alt.
California Joint Powers Insurance Authority	Wood – Rep. Croft – Alt.	Wood – Rep. Croft – Alt.
Council of Governments Organizations		
1. Southern California Association of Governments (SCAG)		
a. Representative		
b. General Assembly (Annual Conference) <sup>2</sup>	DuBois – Rep. Piazza – Alt.	DuBois – Rep. Piazza – Alt.
2. Gateway Cities COG Board	DuBois – Rep. Piazza – Alt.	DuBois – Rep. Piazza – Alt.
Greater Los Angeles County Vector Control District <sup>3</sup>	Croft – Rep.	Croft – Rep.
Job Training Partnership Act SELACO WDB	Wood – Policy Bd	Wood – Policy Bd
League of California Cities		
1. L.A. County Division	Piazza – Rep. DuBois – Alt.	Piazza – Rep. DuBois – Alt.
2. L.A. County City Selection Committees <sup>4</sup>	Croft – Rep. DuBois – Alt.	Croft – Rep. DuBois – Alt.
3. Annual League Conference <sup>2</sup>	DuBois – Rep. Croft – Alt.	DuBois – Rep. Croft – Alt.
L.A. County Sanitation Districts 3 & 19 <sup>1</sup>	Croft – Rep. Rogers – Alt.	Rogers – Rep. Wood – Alt.
Southeast Water Coalition	Rogers – Rep. Croft – Alt.	Rogers – Rep. Croft – Alt.

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

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

3 – Two-year term expiring in January 2020

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

## COMMITTEE APPOINTMENTS

<b>STANDING COMMITTEES</b>	<b>2018-19</b>	<b>2019-20</b>
Intergovernmental Relations <sup>1</sup>	Croft - Chair Rogers - Member	Rogers - Chair Wood - Member
Lakewood Schools	Rogers - Chair Wood - Member	Wood - Chair Rogers - Member
Environmental Management	DuBois - Chair Wood - Member	Wood - Chair DuBois - Member
Public Safety <sup>2</sup>	Rogers - Chair Piazza - Member	Piazza - Chair Rogers - Member
Park Development	DuBois - Chair Wood - Member	DuBois - Chair Wood - Member
Water Resources	Croft - Chair Rogers - Member	Croft - Chair Piazza - Member
Community Promotion	Piazza - Chair DuBois- Member	DuBois - Chair Piazza - Member
Economic Development <sup>3</sup>	Croft - Chair DuBois - Member	Rogers - Chair Croft - Member
Hall of Fame – Board of Electors	Wood - Chair	Wood - Chair
Audit	Croft - Chair Piazza - Member	Piazza - Chair Croft - Member
Capital Improvement Plan	Wood - Chair Croft - Member	Croft - Chair Wood - Member

1 – Current Mayor and Vice Mayor (since 1999)

2 - Includes License & Permit Hearing Board

3 – Current Mayor and Previous Mayor