

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

July 12, 2022

**ADJOURNED MEETING:
CLOSED SESSION**

6:00 p.m.

EXECUTIVE BOARD ROOM

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

CALL TO ORDER

7:30 p.m.

INVOCATION: Pastor Candace Kelly, Acts Community Bible Church

PLEDGE OF ALLEGIANCE:

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

JUNE 7, 2022 GENERAL MUNICIPAL ELECTION

1. ADOPTION OF RESOLUTION NO. 2022-45; DECLARING THE RESULTS OF THE GENERAL MUNICIPAL ELECTION
2. ADMINISTRATION OF THE OATH OF OFFICE TO COUNCIL MEMBERS ELECT

ANNOUNCEMENTS AND PRESENTATIONS:

ROUTINE ITEMS:

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

RI-1 MEETING MINUTES - Staff recommends City Council approve Minutes of the Meetings held June 28, 2022

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

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

City Council Agenda

July 12, 2022

Page 2

ROUTINE ITEMS: - Continued

- RI-4 CITY COUNCIL COMMITTEES' ACTIVITIES - Staff recommends City Council receive and file the report.
- RI-5 DESIGNATION OF VOTING DELEGATE FOR LEAGUE ANNUAL CONFERENCE - Staff recommends City Council appoint a Council Member to represent the City as delegate for voting purposes at League Annual Business Meeting, or, in lieu of a Council Member, the City Manager.
- RI-6 PROFESSIONAL SERVICES AGREEMENT WITH KOSMONT COMPANIES FOR ECONOMIC DEVELOPMENT CONSULTING - Staff recommends City Council approve the PSA with Kosmont for an amount not to exceed \$25,000.
- RI-7 RESOLUTION NO. 2022-46; APPROVING THE TENTATIVE AGREEMENT BETWEEN THE CITY OF LAKEWOOD AND THE LAKEWOOD CITY EMPLOYEES ASSOCIATION AND ESTABLISHING EMPLOYEE BENEFITS, DEFINING THE CONDITIONS AND HOURS OF EMPLOYMENT AND ADOPTING A CLASSIFICATION AND COMPENSATION PLAN FOR CITY OFFICERS AND EMPLOYEES - Staff recommends City Council adopt proposed resolution.
- RI-8 RESOLUTION NO. 2022-47; REPEALING RESOLUTION NO. 2020-16 PERTAINING TO HOURLY-RATED PART-TIME EMPLOYEES AND ENACTING A PERSONNEL RESOLUTION ESTABLISHING THE COMPENSATION, RULES AND REGULATIONS PERTAINING TO HOURLY-RATED PART-TIME EMPLOYEES - Staff recommends City Council adopt proposed resolution.
- RI-9 RESOLUTION NO. 2022-48; ESTABLISHING PAYING AND REPORTING THE VALUE OF EMPLOYER PAID MEMBER CONTRIBUTION FOR CITY OFFICERS AND EMPLOYEES - Staff recommends City Council adopt proposed resolution.

PUBLIC HEARINGS:

- 1.1 CONFIRMING REPORT OF DELINQUENT FEES AND CHARGES FOR GARBAGE, WASTE AND REFUSE COLLECTION AND DISPOSAL, RESOLUTION NO. 2022-49 - Staff recommends City Council hold a public hearing and adopt proposed resolution confirming Report of Delinquent Fees.
- 1.2 COLLECTION OF 90-DAY DELINQUENT ADMINISTRATIVE CITATION FINES, RESOLUTION NO. 2022-50 – Staff recommends City Council conduct a lien hearing and consider all competent evidence presented related to any outstanding delinquent fine amounts, late fees and related costs from fiscal year 2021-2022; adopt the proposed resolution finding that the final list of delinquent 2022 fines and related costs are due to the City as cost of nuisance abatement; order the outstanding delinquent fines to be paid within 5 days; and direct staff to forward a final list of the unpaid fines to the County Tax Assessor for collection as a lien on the related property, as part of the annual property tax assessment.

LEGISLATION:

- 2.1 RESOLUTION NO. 2022-51; APPROVING APPOINTMENTS TO CITY COMMISSIONS - Staff recommends City Council adopt proposed resolution.
- 2.2 RESOLUTION NO. 2022-52; APPROVING AND ESTABLISHING A CITYWIDE GOVERNANCE POLICY FOR ELECTED OFFICIALS - Staff recommends City Council adopt proposed resolution.

City Council Agenda

July 12, 2022

Page 3

REPORTS:

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

AGENDA

LAKWOOD HOUSING SUCCESSOR AGENCY

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

ORAL COMMUNICATIONS:

ADJOURNMENT

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

RESOLUTION NO. 2022-45

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD, CALIFORNIA, RECITING THE FACT OF THE GENERAL MUNICIPAL ELECTION HELD IN SAID CITY ON JUNE 7, 2022 DECLARING THE RESULTS THEREOF, AND SUCH OTHER MATTERS AS PROVIDED BY LAW

WHEREAS, a consolidated General Municipal Election was held and conducted within the City of Lakewood, California, on Tuesday, June 7, 2022, as required by law; and

WHEREAS, notice of said election was given in the time, form and manner as provided by law; that voting precincts were properly established; that election officers were appointed, and that in all respects said election was held and conducted and the votes were cast, received and canvassed, and the returns made and declared in the time, form and manner as required by the provisions of the Elections Code of the State of California for the holding of elections in general law cities; and

WHEREAS, the Los Angeles County Registrar-Recorder/County Clerk canvassed the returns of said election, and the City Clerk has certified the results to the City Council, the results are received, attached and made a part hereof as “Exhibit A;” and

NOW, THEREFORE, the City Council of the City of Lakewood does hereby resolve, find, declare, and determine as follows:

SECTION 1. That said General Municipal Election was held for the purpose of electing three members of the City Council of the City of Lakewood for the full term of four (4) years.

SECTION 2. That the whole number of ballots cast in the City, except absent voter ballots and provisional ballots, was 1,476. That the whole number of absent voter and provisional ballots cast was 7,390, making a total of 8,866 cast in the City.

SECTION 3. That the names of persons voted for at the election for Member of the City Council District 1 were as follows:

Michelle Hamlin
Todd Rogers

SECTION 4. That the names of persons voted for at the election for Member of the City Council District 2 were as follows:

Gregory Slaughter
Laura Sanchez Ramirez
Steve Croft

SECTION 5. That the names of persons voted for at the election for Member of the City Council District 5 were as follows:

Cassandra Chase
Veronica Lucio

SECTION 6. That the number of votes given at each precinct and the number of votes given in the City to each of the persons above named for the respective offices for which the persons were candidates were as listed in Exhibit "A" attached hereto.

SECTION 7. The City Council does declare and determine that:

Todd Rogers was elected as a Member of the City Council District 1 of said City for the full term of four (4) years.

Steve Croft was elected as a Member of the City Council District 2 of said City for the full term of four (4) years.

Cassandra Chase was elected as a Member of the City Council District 5 of said City for the full term of four (4) years.

SECTION 8. The City Clerk shall enter on the records of the City Council of the City a statement of the results of the election showing:

- A. The whole number of votes cast in the City.
- B. The names of the persons voted for.
- C. For what office each person was voted for.
- D. The number of votes given at each precinct to each person.
- E. The total number of votes given to each person.

SECTION 9. The City Clerk shall immediately make and deliver to each of the persons so elected to the Lakewood City Council a Certificate of Election signed by the City Clerk, and duly authenticated; that the City Clerk shall also administer to each person elected the Oath of Office prescribed in the Constitution of the State of California, and shall have them subscribe to it and file it in the Office of the City Clerk. Each and all of said persons so elected shall then be inducted into the office to which they have been elected.

SECTION 10. The City Clerk shall certify to the adoption of this resolution, and shall enter the same into the book of original resolutions of the City of Lakewood, and shall make a record of the passage and adoption thereof in the Minutes of this meeting, and in the records of the proceedings of the City Council.

ADOPTED AND APPROVED THIS 12TH DAY OF JULY, 2022.

Mayor

ATTEST:

City Clerk



**LOS ANGELES COUNTY
REGISTRAR-RECORDER/COUNTY CLERK**

DEAN C. LOGAN

Registrar-Recorder/County Clerk

July 1, 2022

Jo Mayberry, City Clerk
City of Lakewood
5050 Clark Avenue
Lakewood, California 90712

Dear City Clerk:

Enclosed are the Official Canvass Certificate and the Official Statement of Votes Cast by precinct for the City of Lakewood General Municipal Election consolidated with the Statewide Direct Primary Election held on June 7, 2022.

Please call the Election Planning Section at (562) 462-2317, if you have any questions.

Sincerely,

DEAN C. LOGAN
Registrar-Recorder/County Clerk

SONIA CORONA, Head
Election Planning Section

Enclosures
Official Canvass Certificate
Official Statement of Votes Cast

J:2022EF.StatewideDirectPrimaryElec.June2022.CanvassCert.CityLetter

Los Angeles County
Registrar-Recorder/County Clerk

Certificate of the Canvass of the Election Returns

I, DEAN C. LOGAN, Registrar-Recorder/County Clerk of the County of Los Angeles, of the State of California, DO HEREBY CERTIFY that pursuant to the provisions of Section 15300 et seq. of the California Elections Code, I did canvass the returns of the votes cast for each elective office and/or measure(s) for

Lakewood City

at the Statewide Direct Primary Election, held on the 7th day of June, 2022.

I FURTHER CERTIFY that the Statement of Votes Cast, to which this certificate is attached, shows the total number of ballots cast in said jurisdiction, and that the whole number of votes cast for each candidate and/or measure(s) in said jurisdiction in each of the respective precincts therein, and the totals of the respective columns and the totals as shown for each candidate and/or measure(s) are full, true and correct.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 1st day of July, 2022.



Dean C Logan
DEAN C. LOGAN
Registrar-Recorder/County Clerk
County of Los Angeles

LAKELWOOD CITY GENERAL MUNI
COUNCILMEMBER 1ST DISTRICT

FINAL OFFICIAL
STATEMENT OF VOTES CAST
BY PRECINCT

MICHELLE
HAMLIN

TODD ROGERS

LOCATION	REGIST- RATION	BALLOTS CAST												
PRECINCT TOTAL		573	154	394										
VBM TOTAL		3057	589	2150										
GRAND TOTAL	11889	3630	743	2544										

LAKELWOOD CITY GENERAL MUNI
COUNCILMEMBER 2ND DISTRICT

FINAL OFFICIAL
STATEMENT OF VOTES CAST
BY PRECINCT

GREGORY
SLAUGHTER
L. SANCHEZ
RAMIREZ
STEVE CROFT

LOCATION	REGIST- RATION	BALLOTS CAST												
PRECINCT TOTAL		542	172	145	199									
VBM TOTAL		2706	488	796	1209									
GRAND TOTAL	11065	3248	660	941	1408									

**D
I
V
I
D
E
R

S
H
E
E
T**

Routine Items

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

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

COUNCIL AGENDA
July 12, 2022

TO: The Honorable Mayor and City Council

SUBJECT: Report of Personnel Transactions

	<u>Name</u>	<u>Title</u>	<u>Schedule</u>	<u>Effective Date</u>
1. FULL-TIME EMPLOYEES				
A. Appointments				
	None			
B. Changes				
	None			
C. Separations				
	None			
2. PART-TIME EMPLOYEES				
A. Appointments				
	None			
B. Changes				
	Trevor Ridgway	Maintenance Trainee I	B to	06/26/2022
		Maintenance Trainee II	B	
C. Separations				
	Angel Alejo Vasquez	Maintenance Trainee I	B	07/04/2022
	Rogelio Correa Jr.	Maintenance Trainee I	B	07/05/2022
	Joshua Do	Centre Event Specialist	B	07/01/2022
	Priscilla Reyes	Community Services Specialist	B	07/10/2022
	Luis Suarez	Maintenance Trainee I	B	07/05/2022


Thaddeus McCormack
City Manager

**D
I
V
I
D
E
R

S
H
E
E
T**

**CITY OF LAKEWOOD
FUND SUMMARY 6/23/2022**

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

1010	GENERAL FUND	1,937,263.80
1020	CABLE TV	1,605.00
1025	AMERICAN RESCUE PLAN	61.38
1030	CDBG CURRENT YEAR	7,949.19
1050	COMMUNITY FACILITY	7,186.68
1336	STATE COPS GRANT	20,675.78
1622	LA CNTY MEASURE M	1,375.58
1623	LA CNTY MEASURE W	387.50
3001	CAPITAL IMPROV PROJECT FUND	11,215.94
3015	ROAD MAINTC & REHAB ACCT	48,086.50
3070	PROPOSITION "C"	258,304.47
5020	CENTRAL STORES	4,305.43
5030	FLEET MAINTENANCE	7,986.34
7500	WATER UTILITY FUND	10,044.11
8030	TRUST DEPOSIT	627.34
		2,317,075.04

Council Approval

Date

City Manager

Attest

City Clerk

Director of Finance and Administrative Services

**CITY OF LAKEWOOD
SUMMARY CHECK REGISTER**

CHECK DATE	VENDOR NAME	CHECK AMOUNT
06/23/2022	SHAKER NERMINE	1,925.00
06/23/2022	ADAMS-HILLERY SHARRON	6,449.16
06/23/2022	AFFORDABLE GENERATOR SERVICE, INC.	6,820.69
06/23/2022	AMAZON.COM LLC	6,562.09
06/23/2022	AUTOLIFT SERVICES INC	387.50
06/23/2022	B.R. BREWER SIGN & GRAPHICS	582.12
06/23/2022	BEGINNERS EDGE SPORTS TRAINING, LLC	5,907.61
06/23/2022	BELL EVENT SERVICES INC	3,550.00
06/23/2022	BIG STUDIO INC	3,472.32
06/23/2022	BOYES, GOBIND	14.30
06/23/2022	BURDEN, RICHARD	900.00
06/23/2022	CANNON CORPORATION	1,003.78
06/23/2022	CASTRO, AMANDA	2,000.00
06/23/2022	CINTAS CORPORATION	66.93
06/23/2022	CLAVERIE, COURTNEY DAY	78.00
06/23/2022	COLOR CARD ADMINISTRATOR CORP.	81.52
06/23/2022	COMMUNITY FAMILY GUIDANCE CTR	666.66
06/23/2022	EARLYCHILDHOOD LLC	2,309.57
06/23/2022	EDCO WASTE SERVICES LLC	478,320.73
06/23/2022	ELLIOTT AUTO SUPPLY COMPANY INC	44.51
06/23/2022	FERGUSON ENTERPRISES INC	1,530.01
06/23/2022	FIREWORKS & STAGE FX AMERICA	8,750.00
06/23/2022	GALLS PARENT HOLDINGS, LLC	62.86
06/23/2022	GARIBALDO'S NURSERY	211.68
06/23/2022	GOERTZ, TRAVIS W	2,000.00
06/23/2022	GOLDEN STATE WATER COMPANY	17,070.90
06/23/2022	GONSALVES JOE A & SON	4,526.00
06/23/2022	GRAINGER W W INC	824.96
06/23/2022	GRAUTEN, EVELYN R	175.50
06/23/2022	HARA M LAWNMOWER CENTER	87.10
06/23/2022	LOS ANGELES PHILHARMONIC ASSOC	1,481.00
06/23/2022	HOME DEPOT	3,594.69
06/23/2022	JHM SUPPLY INC	35.49
06/23/2022	KIM, YVONNE	360.00
06/23/2022	LAKEWOOD CHAMBER OF COMMERCE	1,833.33
06/23/2022	LAKEWOOD MEALS ON WHEELS	833.37
06/23/2022	LAKEWOOD, CITY OF	291.30
06/23/2022	LOMBERA, RICKY	1,250.00
06/23/2022	LOMBERA, RICKY	1,250.00
06/23/2022	LOS ANGELES CO SHERIFFS DEPT	1,010,209.85
06/23/2022	LOS ANGELES CO/DEPT PW BLDG SVCS	66,287.56
06/23/2022	LU'S LIGHT HOUSE	1,375.58
06/23/2022	MACAULAY, CHRISTINA	150.00
06/23/2022	MALLORY SAFETY AND SUPPLY LLC	189.21
06/23/2022	MARKLEY, ELIZABETH	175.50

**CITY OF LAKEWOOD
SUMMARY CHECK REGISTER**

CHECK DATE	VENDOR NAME	CHECK AMOUNT
06/23/2022	MATHESON TRI-GAS, INC.	239.75
06/23/2022	MC ENROE, BARBARA	130.00
06/23/2022	MIEIR-KING, RICHARD	216.45
06/23/2022	MVP'S, LLC	4,500.00
06/23/2022	NOBLE R.J. COMPANY	269,328.56
06/23/2022	NOBLE R.J. COMPANY	174,021.75
06/23/2022	NORBERT'S ATHLETIC PRODUCTS INC	3,191.74
06/23/2022	O'REILLY AUTOMOTIVE STORES INC	931.86
06/23/2022	ODP BUSINESS SOLUTIONS, LLC	701.05
06/23/2022	TAYLOR CORPORATION	410.82
06/23/2022	PUN GROUP, THE LLP	15,000.00
06/23/2022	RESOURCES UNLIMITED	1,137.50
06/23/2022	SAN JUAN, CLYDE J	280.80
06/23/2022	SERVICEWEAR APPAREL INC.	723.50
06/23/2022	SIGNAL HILL AUTO ENTERPRISES INC.	307.60
06/23/2022	SITEONE LANDSCAPE SUPPLY, LLC	2,892.57
06/23/2022	SMART & FINAL INC	237.03
06/23/2022	SOUTHERN CALIFORNIA GAS CO	12,521.91
06/23/2022	STANLEY ACCESS TECHNOLOGIES LLC	236.00
06/23/2022	STEPHENS, ERIC	150.15
06/23/2022	STEVEN ENTERPRISES	1,519.29
06/23/2022	TGIS CATERING SVCS INC	3,615.00
06/23/2022	TOP HAT BALLOON WERKS, LLC	608.36
06/23/2022	TUMBLE-N-KIDS, INC	3,481.40
06/23/2022	UNIFIRST CORPORATION	66.50
06/23/2022	UNITED WATER WORKS INC	2,620.74
06/23/2022	VERITIV OPERATING COMPANY	59.69
06/23/2022	CELLCO PARTNERSHIP	3,721.54
06/23/2022	SCHUPBACH DAVID SHANE	375.00
06/23/2022	WAMBA, DIANE B.	301.60
06/23/2022	WATANABE, BRYCE	988.00
06/23/2022	WATERLINE TECHNOLOGIES INC	3,820.21
06/23/2022	WAXIE ENTERPRISES INC	1,285.52
06/23/2022	WEST COAST ARBORISTS INC	110,884.65
06/23/2022	WILLDAN ASSOCIATES	48,086.50
06/23/2022	ZAMBRANO, JUAN	100.00
06/23/2022	ZAMORA, SILVIE (WARD)	80.00
06/23/2022	AQUINO, SYLVIA & ERASTO	50.00
06/23/2022	CAL BOWL	142.00
06/23/2022	CALDEJON, DENNIS	50.00
06/23/2022	CLOCKWORK CONSTRUCTION	956.62
06/23/2022	ESPINOZA, SHANA	50.00
06/23/2022	FALCON, RICHARD	250.00
06/23/2022	GIRL SCOUT TROOP 113/3433	250.00
06/23/2022	GONZALEZ, RAFAEL G.	40.00

**CITY OF LAKEWOOD
SUMMARY CHECK REGISTER**

CHECK DATE	VENDOR NAME	CHECK AMOUNT
06/23/2022	HUBER, GREGORY	50.00
06/23/2022	ONTIVEROS, ESTHER	250.00
06/23/2022	PALACIO, KEYOMAH	15.00
06/23/2022	PEREZ, MARIA	250.00
06/23/2022	VERDIN, MONICA	250.00
	Total:	2,317,075.04

**CITY OF LAKEWOOD
FUND SUMMARY 6/30/2022**

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

1010	GENERAL FUND	381,696.93
1020	CABLE TV	1,315.27
1025	AMERICAN RESCUE PLAN	212.49
1030	CDBG CURRENT YEAR	708.33
1050	COMMUNITY FACILITY	3,123.94
1623	LA CNTY MEASURE W	1,709.78
3001	CAPITAL IMPROV PROJECT FUND	157.01
3060	PROPOSITION "A"	9,804.00
3070	PROPOSITION "C"	1,279.77
5010	GRAPHICS AND COPY CENTER	3,417.33
5020	CENTRAL STORES	4,807.84
5030	FLEET MAINTENANCE	8,635.59
7500	WATER UTILITY FUND	55,673.33
8020	LOCAL REHAB LOAN	119.00
		472,660.61

Council Approval

Date

City Manager

Attest

City Clerk

Director of Finance and Administrative Services

**CITY OF LAKEWOOD
SUMMARY CHECK REGISTER**

CHECK DATE	VENDOR NAME	CHECK AMOUNT
06/30/2022	ALESHIRE & WYNDER LLP	78.00
06/30/2022	ALS GROUP USA, CORP.	986.00
06/30/2022	AMAZON.COM LLC	4,105.61
06/30/2022	ANGELUS PACIFIC LLC	840.81
06/30/2022	B & H FOTO & ELECTRONICS CORP	510.43
06/30/2022	B&M LAWN AND GARDEN INC	316.62
06/30/2022	BAY AREA DRIVING SCHOOL, INC.	253.50
06/30/2022	BEAR COMMUNICATIONS INC	902.95
06/30/2022	BIG STUDIO INC	898.06
06/30/2022	BONILLA, GILBERT	2,000.00
06/30/2022	BURWELL MICHAEL RAY	480.00
06/30/2022	CARMEN ABATO ENTERPRISES	259.55
06/30/2022	SEMA, INC.	1,794.47
06/30/2022	CENTRAL BASIN MUNICIPAL WATER	1,800.00
06/30/2022	CERRITOS, CITY OF	45,360.41
06/30/2022	CHICAGO TITLE CO	100.00
06/30/2022	CINTAS CORPORATION	56.80
06/30/2022	CLEANCOR HOLDINGS LLC DBA CLEANCOR LNG LLC	465.00
06/30/2022	CRAFCO, INC.	1,325.33
06/30/2022	COLOMRICAN, INC.	53.82
06/30/2022	DOANE AND HARTWIG WATER SYSTEMS, INC.	1,768.09
06/30/2022	DIAMOND ENVIRONMENTAL SERVICES LP	8,218.15
06/30/2022	DIRECTV INC	41.25
06/30/2022	DURAN, NICOLE	370.25
06/30/2022	EDCO WASTE SERVICES LLC	6,928.35
06/30/2022	FERGUSON ENTERPRISES INC	957.03
06/30/2022	FREMONTIA HORTICULTURAL, INC	744.74
06/30/2022	GALLS PARENT HOLDINGS, LLC	187.67
06/30/2022	GLASBY MAINTENANCE SUPPLY CO	154.39
06/30/2022	GRAINGER W W INC	511.13
06/30/2022	GROH, MARK LEE	200.00
06/30/2022	HARA M LAWNMOWER CENTER	1,521.99
06/30/2022	HENDEY METER CO LLC	2,878.44
06/30/2022	HERMAN, LINDA	600.00
06/30/2022	HOME DEPOT	599.98
06/30/2022	HUMAN SERVICES ASSOCIATION	708.33
06/30/2022	PJM GROUP LLC	1,782.00
06/30/2022	JONES RICHARD D. A PROF LAW CORP	6,615.00
06/30/2022	JONES RICHARD D. A PROF LAW CORP	16,750.00
06/30/2022	LAKEWOOD, CITY WATER DEPT	141,073.89
06/30/2022	LOMBERA, RICKY	1,250.00
06/30/2022	LONG BEACH PUBLIC TRANSPORTATION CO	9,804.00
06/30/2022	LA COUNTY DEPT OF PUBLIC WORKS	380.84
06/30/2022	BRODERICK JAY	643.50
06/30/2022	MERRIMAC PETROLEUM INC	5,340.84
06/30/2022	NATIONAL SHERIFFS' ASSOCIATION	91.00

**CITY OF LAKEWOOD
SUMMARY CHECK REGISTER**

CHECK DATE	VENDOR NAME	CHECK AMOUNT
06/30/2022	NESTLE WATERS NORTH AMERICA	165.92
06/30/2022	O'REILLY AUTOMOTIVE STORES INC	998.67
06/30/2022	OCAJ INC	19.00
06/30/2022	ODP BUSINESS SOLUTIONS, LLC	127.01
06/30/2022	CHEN, PATRICIA P.C.	450.00
06/30/2022	US BANCORP ASSET MANAGEMENT, INC.	3,089.48
06/30/2022	ROSS AVIATION INVESTMENT, LLC	6,906.87
06/30/2022	S.T.E.A.M.	30,157.55
06/30/2022	SIERRA INSTALLATIONS INC	20,570.00
06/30/2022	SIGNAL HILL AUTO ENTERPRISES INC.	1,323.01
06/30/2022	SITEONE LANDSCAPE SUPPLY, LLC	2,889.11
06/30/2022	SMART & FINAL INC	1,601.11
06/30/2022	SO CALIF SECURITY CENTERS INC	13.23
06/30/2022	COMPUTER & PERIPHERALS GROUP	803.68
06/30/2022	SOUTHWEST PATROL INC.	38,304.00
06/30/2022	SPICERS PAPER INC	1,357.44
06/30/2022	STEIN, ANDREW T	8,741.58
06/30/2022	STEPHENS, ERIC	143.00
06/30/2022	SULLY MILLER	455.78
06/30/2022	TELECOM LAW FIRM PC	155.00
06/30/2022	TGIS CATERING SVCS INC	10,035.00
06/30/2022	U S BANK NATIONAL ASSOCIATION	53,607.61
06/30/2022	UNIFIRST CORPORATION	33.25
06/30/2022	VERITIV OPERATING COMPANY	135.21
06/30/2022	WAXIE ENTERPRISES INC	1,513.33
06/30/2022	WILLDAN ASSOCIATES	14,280.00
06/30/2022	INLAND BUILDING CONSTRUCTION COMPANIES INC	310.00
06/30/2022	MALUBAG, NICOLETTE	250.00
06/30/2022	MCDONALD, DEBRA	43.00
06/30/2022	PARKMAN, DORA	216.56
06/30/2022	PROPEL FUELS	159.99
06/30/2022	SANTANA, CARLOS	250.00
06/30/2022	SERVISS, CORALYN	97.00
06/30/2022	VAZQUEZ, MARIA	250.00
06/30/2022	VICENIO, NANETTE G.	250.00
06/30/2022	WILLIAMS, JASMINE	250.00
	Total:	472,660.61

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

ACH date	Amount	Recipient	Purpose	Period
6/1/22	\$100,732.59	IRS via F&M	Payroll - Federal Taxes	May 15-28, 2022
6/2/22	\$3,460.00	F&A Fed C/U	Payroll - Employee Deposits	May 15-28, 2022
6/2/22	\$5,900.00	Southland C/U	Payroll - Employee Deposits	May 15-28, 2022
6/2/22	\$28,079.82	EDD	Payroll - State taxes	May 15-28, 2022
6/3/22	\$3,294.40	MidAmerica	Retiree Medical Benefit	May 15-28, 2022
6/3/22	\$16,506.03	VOYA	Payroll -Deferred Compensation	May 15-28, 2022
6/3/22	\$3,425.00	PARS via U.S. Bank	Payroll - Retirement Plan	May 15-28, 2022
6/3/22	\$4,535.24	PARS via U.S. Bank	Payroll - Retirement Plan	May 15-28, 2022
6/3/22	\$27,513.70	VOYA	Payroll - Deferred Compensation	May 15-28, 2022
6/3/22	\$3,500,000.00	LAIF	City Investment Deposit	June 2022
6/8/22	\$5,500,000.00	LAIF	City Investment Deposit	June 2022
6/15/22	\$114,656.19	IRS via F&M	Payroll - Federal Taxes	May 29-Jun 11, 2022
6/16/22	\$3,460.00	F&A Fed C/U	Payroll - Employee Deposits	May 29-Jun 11, 2022
6/16/22	\$5,900.00	Southland C/U	Payroll - Employee Deposits	May 29-Jun 11, 2022
6/16/22	\$32,074.83	EDD	Payroll - State taxes	May 29-Jun 11, 2022
6/16/22	\$5,126.63	MidAmerica	Retiree Medical Benefit	May 29-Jun 11, 2022
6/16/22	\$80,203.21	VOYA	Payroll -Deferred Compensation	May 29-Jun 11, 2022
6/16/22	\$7,899.92	PARS via U.S. Bank	Payroll - Retirement Plan	May 29-Jun 11, 2022
6/16/22	\$28,375.70	VOYA	Payroll - Deferred Compensation	May 29-Jun 11, 2022
6/16/22	\$7,708.34	PARS via U.S. Bank	Payroll-Retirement Plan	June 2022
6/17/22	\$104,595.97	CalPERS	Payroll - Retirement Plan	May 15-28, 2022
6/17/22	\$26,969.07	MidAmerica	Retiree Medical Benefit	June 2022
6/17/22	\$1,960.00	LCEA	Employee paid dues	June 2022
6/28/22	\$108,052.88	CalPERS	Employee Medical Premiums	July 2022
6/28/22	\$103,626.91	CalPERS	Payroll - Retirement Plan	May 29-Jun 11, 2022
6/29/22	\$61,127.55	City Light & Power	Street Lighting Services	June 2022
6/29/22	\$93,838.75	IRS via F&M	Payroll - Federal Taxes	Jun 12-25, 2022
6/30/22	\$2,500,000.00	LAIF	City Investment Deposit	June 2022
6/30/22	\$24,388.49	EDD	Payroll - State taxes	Jun 12-25, 2022
6/30/22	\$7,561.50	MidAmerica	Retiree Medical Benefit	Jun 12-25, 2022
6/30/22	\$15,585.74	VOYA	Payroll -Deferred Compensation	Jun 12-25, 2022
6/30/22	\$7,811.51	PARS via U.S. Bank	Payroll - Retirement Plan	Jun 12-25, 2022
6/30/22	\$29,103.70	VOYA	Payroll - Deferred Compensation	Jun 12-25, 2022

Council Approval

Date

City Manager

Attest:

City Clerk

Director of Finance & Administrative Services

**CITY OF LAKEWOOD
FUND SUMMARY 7/7/2022**

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

1010	GENERAL FUND	442,196.84
1025	AMERICAN RESCUE PLAN	14,658.33
1050	COMMUNITY FACILITY	13,396.45
3070	PROPOSITION "C"	1,219.78
5020	CENTRAL STORES	133.08
5030	FLEET MAINTENANCE	10,382.87
7500	WATER UTILITY FUND	65,554.01
8030	TRUST DEPOSIT	280.00
		547,821.36

Council Approval

Date

City Manager

Attest

City Clerk

Director of Finance and Administrative Services

CITY OF LAKEWOOD SUMMARY CHECK REGISTER

CHECK DATE	VENDOR NAME	CHECK AMOUNT
07/07/2022	A T & T CORP	283.94
07/07/2022	AEF SYSTEMS CONSULTING, INC.	6,715.00
07/07/2022	AIR SOURCE INDUSTRIES, INC	50.07
07/07/2022	MNRO HOLDINGS, LLC	1,132.73
07/07/2022	AMAZON.COM LLC	30.86
07/07/2022	ARC DOCUMENT SOLUTIONS, LLC	140.37
07/07/2022	AMER.SOCIETY OF COMPOSERS	76.66
07/07/2022	AUTOZONE PARTS INC	34.31
07/07/2022	BELL EVENT SERVICES INC	2,500.00
07/07/2022	BIG STUDIO INC	2,528.98
07/07/2022	BRENNTAG PACIFIC INC	4,722.09
07/07/2022	C A C E O	218.00
07/07/2022	CALIFORNIA ELECTRIC SUPPLY CO	515.40
07/07/2022	DANIEL'S TIRE SERVICE INC	1,280.67
07/07/2022	DEARK E&C, INC.	125,780.00
07/07/2022	ELLIOTT AUTO SUPPLY COMPANY INC	521.16
07/07/2022	FLEMING ENVIRONMENTAL INC	137,248.87
07/07/2022	GILLIBRAND P W CO INC	1,957.35
07/07/2022	HARA M LAWNMOWER CENTER	101.43
07/07/2022	HDL SOFTWARE LLC	7,943.33
07/07/2022	HOME DEPOT	1,258.74
07/07/2022	INFOSEND INC	4,991.25
07/07/2022	JCL TRAFFIC SERVICES	980.00
07/07/2022	JHM SUPPLY INC	3,365.31
07/07/2022	KIM, YVONNE	256.00
07/07/2022	LAKWOOD, CITY OF	100.00
07/07/2022	LANDCARE HOLDINGS INC	7,808.00
07/07/2022	LIEBERT CASSIDY WHITMORE	5,304.00
07/07/2022	LONG BEACH CITY GAS & WATER DEPT	676.18
07/07/2022	LONG BEACH, CITY OF	534.91
07/07/2022	LOS ANGELES CO. CHIEF INFO OFFICE	10,000.00
07/07/2022	MC MASTER-CARR SUPPLY CO	349.99
07/07/2022	MUNI SERVICES LLC	3,168.43
07/07/2022	O'REILLY AUTOMOTIVE STORES INC	1,403.25
07/07/2022	OCEAN BLUE ENVIRONMENTAL SERVICES	1,773.71
07/07/2022	ODP BUSINESS SOLUTIONS, LLC	296.75
07/07/2022	OPUS INSPECTION, INC.	2,811.38
07/07/2022	ORANGE CO CIRCUIT BREAKERS, INC.	113.14
07/07/2022	ORANGE COUNTY TANK TESTING INC	1,565.00
07/07/2022	ORIGINAL WATERMEN INC	1,605.00
07/07/2022	S & J SUPPLY CO	1,280.75
07/07/2022	SAFETY-KLEEN CORP	742.02
07/07/2022	SATELLITE PHONE STORE	1,232.00
07/07/2022	SITEONE LANDSCAPE SUPPLY, LLC	4,871.28
07/07/2022	SMART & FINAL INC	492.37

**CITY OF LAKEWOOD
SUMMARY CHECK REGISTER**

CHECK DATE	VENDOR NAME	CHECK AMOUNT
07/07/2022	SO CALIF SECURITY CENTERS INC	28.14
07/07/2022	SOUTHERN CALIFORNIA EDISON CO	100,135.03
07/07/2022	STEPHENS, ERIC	143.00
07/07/2022	SYN-TECH SYSTEMS INC	381.38
07/07/2022	TURF STAR	346.84
07/07/2022	ULINE	3,494.46
07/07/2022	UNIFIRST CORPORATION	148.68
07/07/2022	WATERLINE TECHNOLOGIES INC	7,009.16
07/07/2022	WILLDAN ASSOCIATES	180.00
07/07/2022	WORLDWIDE RECOVERY SYSTEMS, INC.	4,458.00
07/07/2022	ALVAREZ, PLACIDO	250.00
07/07/2022	DAVIS, SARA	100.00
07/07/2022	GUERRA, CHRISTINE	100.00
07/07/2022	HOLMAN, GREGORY	100.00
07/07/2022	PEREZ, CECILIA	250.00
07/07/2022	SUNRUN INSTALLATION SERVICES INC	94.40
07/07/2022	TITO, ALICIA	50.00
07/07/2022	WASHINGTON, JAMAL	250.00
07/07/2022	YOCKY, BRANDON	50.00
07/07/2022	ALLIANT INSURANCE SERVICES	37,326.00
07/07/2022	ANGELS BASEBALL LP -GROUP SALES	1,600.00
07/07/2022	C A P I O	275.00
07/07/2022	CINTAS CORPORATION	62.70
07/07/2022	DELTA DENTAL INSURANCE COMPANY	1,017.94
07/07/2022	DELTA DENTAL OF CALIFORNIA	6,629.72
07/07/2022	HENRY, GLENN ALBY III	1,800.00
07/07/2022	LIEBERT CASSIDY WHITMORE	4,615.00
07/07/2022	LOMBERA, RICKY	1,250.00
07/07/2022	LOS ANGELES CO DEPT OF HEALTH SVCS	1,370.00
07/07/2022	MANAGED HEALTH NETWORK	349.03
07/07/2022	NATIONAL UNION FIRE INSURANCE CO	444.55
07/07/2022	QUADIENT LEASING USA, INC.	984.49
07/07/2022	TGIS CATERING SVCS INC	810.26
07/07/2022	UNIVERSAL STUDIOS LLP	14,560.00
07/07/2022	VISION SERVICE PLAN	4,099.47
07/07/2022	SAN BERNARDINO CO HUMAN RESOURCES	2,297.43
	Total:	547,821.36

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

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 committee: Water Resources Committee.

STATEMENT OF FACT

On June 21, 2022, the Water Resources Committee met and discussed:

Public Health Goals Report 2019-2021

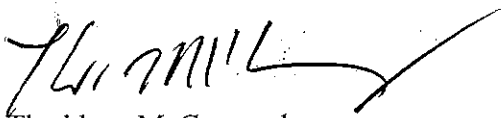
Staff presented the 2022 Public Health Goals (PHG) Report as required by the California Health and Safety Code. Public Health Goals are not drinking water standards. This report is due every three years when water quality measurements exceed the PHG levels. For the years 2019 – 2021, water produced by the City of Lakewood – Water Resources Department met 97% of the PHG levels and 100% of the required Federal and State drinking water standards.

Bid Award – Well 13A Treatment Facility (Phase 2) – PW Project 22-02

Seven bids were received for the construction of Well 13A Treatment Facility. Staff is recommending award of the construction bid to the lowest responsible bidder, Canyon Springs Enterprises. Staff also recommends approving Willdan Engineering's proposal to provide construction management and inspection services for this project.

RECOMMENDATION

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



Thaddeus McCormack
City Manager

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

COUNCIL AGENDA

July 12, 2022

TO: The Honorable Mayor and City Council

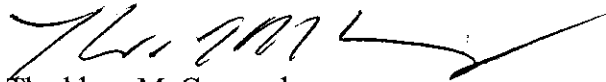
SUBJECT: Designation of Voting Delegate for League Annual Conference

STATEMENT OF FACT

The League of California Cities will hold its Annual Conference from September 7-9, 2022. The Annual Business Meeting portion of the conference will be held on the afternoon of September 9th. League bylaws require that the City Council designate a representative and alternate to vote on behalf of the City of Lakewood at the Annual Business Meeting.

RECOMMENDATION

It is recommended that the City Council appoint a Council Member to represent the City as the delegate for voting purposes at the League Annual Business Meeting, or, in lieu of a Council Member, the City Manager.



Thaddeus McCormack
City Manager

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

COUNCIL AGENDA

July 12, 2022

TO: Honorable Mayor and Members of the Council

SUBJECT: Professional Services Agreement with Kosmont Companies for Economic Development Consulting

INTRODUCTION

The City of Lakewood (“City”) has been working with the State Housing and Community Development Department (“HCD”) to certify the 2021-2029 Housing Element update. As part of the update process, HCD is requiring that the City re-zone existing commercial sites to accommodate future housing development. To achieve this requirement, the City intends to create a mixed-use overlay on various commercial sites. Introducing residential uses into commercial zones can be quite complicated, and it requires specialized knowledge of economic development and real estate strategies. Accordingly, staff believes that professional consulting services are necessary to ensure that the City is maximizing its assets. Staff recommends approval of the proposed Professional Services Agreement (“PSA”) between the City of Lakewood (“City”) and Kosmont & Associates, Inc., dba Kosmont Companies (“Kosmont”) for economic development consulting.

STATEMENT OF FACT

City staff has explored various options for meeting the City’s housing development obligations as part of the 2021-2029 Housing Element update. Several options are being considered, including the creation of mixed-use overlay on various commercial sites. The mixed-use overlay would be applied to 125 acres of existing commercial properties, which would allow higher density housing alongside commercial uses.

While the Housing Element update has not yet been certified by the state, HCD has provisionally approved the mixed-use overlay as an effective way to meet the City’s housing development requirements. Because the mixed-use overlay would allow the introduction of housing within and among commercial uses, the City needs to understand the economic impact of such an approach.

Kosmont has over 36 years of experience providing real estate and economic development services, and are the industry leader. The firm offers a full range of real estate market and financial advisory, economic strategies, implementation tools, project finance, transaction structuring and negotiations for both public and private sectors.

As part of the Professional Services Agreement, Kosmont will work with City staff to establish economic development objectives and conduct a market assessment. Their primary tasks

Professional Services Agreement with Kosmont Companies

July 12, 2022

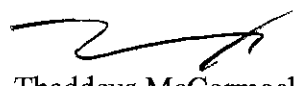
Page 2

include: analysis of demographic, economic and real estate trends; attend meetings with potential mixed-use developers; and analyze the potential economic benefit of special district financing tools, such as Enhanced Infrastructure Financing Districts, to fund needed infrastructure and municipal service costs.

STAFF RECOMMENDATION

Staff recommends that the City Council approve the PSA with Kosmont for an amount not to exceed \$25,000. The funds for the PSA have been approved as part of the recently adopted FY 2022-2024 budget.


Abel Avalos
Director of Community Development


Thaddeus McCormack
City Manager

**CITY OF LAKEWOOD
PROFESSIONAL SERVICES AGREEMENT
WITH
Kosmont & Associates, Inc.**

This Professional Services Agreement (“Agreement”) is made and effective as of _____ (the “Effective Date”), by and between the City of Lakewood, a California municipal corporation, (the “City”) and Kosmont & Associates Inc., dba “Kosmont Companies” a California Corporation. (“Consultant”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until the Services are completed, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Consultant shall perform the services described and set forth in Consultant’s Proposal attached hereto as Exhibit A (“Services”), incorporated herein as though set forth in full.

3. PERFORMANCE

Consultant shall at all times faithfully, competently and to the best of Consultant’s ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant under this Agreement.

4. CITY MANAGEMENT

The City Manager or designee shall represent the City in all matters pertaining to the administration of this Agreement.

5. PAYMENT

- A. The City agrees to pay Consultant for Services satisfactorily performed in accordance with the fees set forth in Exhibit A, in an amount not to exceed \$25,000.
- B. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager or designee. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to in writing by the City and

Consultant at the time the City's written authorization is given to Consultant for the performance of said services.

- C. Consultant will submit invoices monthly for actual Services performed. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's Services or fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within forty-five (45) days of receipt of an invoice therefor.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

- A. The City may at any time, for any reason, without cause, suspend or terminate this Agreement, or any portion hereof, by serving written notice upon Consultant. Upon receipt of said notice, Consultant shall immediately cease all Services under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.
- B. In the event this Agreement is terminated pursuant to this section, the City shall pay to Consultant the actual value of the Services performed up to the time of termination, unless the City disputes any of the Services performed or fees. Upon termination of the Agreement pursuant to this section, Consultant will submit an invoice to the City pursuant to Section 5.

7. DEFAULT OF CONSULTANT

If the City determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, the City shall serve Consultant a written notice of the default. Consultant shall have seven (7) days after service of said notice to cure the default. In the event that Consultant fails to cure the default within such period of time or fails to present the City with a written plan for the diligent cure of default if such default cannot be cured within seven days, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement. The City shall also have the right to offset against the amount of any fees due to Consultant any costs incurred by the City as a result of Consultant's default.

8. OWNERSHIP OF DOCUMENTS

- A. Consultant shall maintain complete and accurate records with respect to tasks, costs, expenses, receipts, and other such information required by the City that relate to the performance of Services under this Agreement. Consultant shall maintain adequate records of Services provided in sufficient detail to permit an evaluation of Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily

accessible. Consultant shall provide free access to the representatives of the City or its designees at reasonable times to such books and records; shall give the City the right to examine and audit said books and records; shall permit the City to make transcripts or copies therefrom as necessary; and shall allow inspection of all Services, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

- B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the Services shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Consultant hereby grants to the City all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course of providing the Services under this Agreement.

9. **INDEMNIFICATION AND DEFENSE**

- A. Indemnity.

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the City and any and all of its officials, officers, employees, agents, and/or volunteers ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs, caused in whole or in part by the acts, errors, or omissions of Consultant, its officers, agents, employees, subcontractors, or subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of Services under this Agreement.

- B. Duty to Defend.

In the event the City, its officials, officers, employees, agents, and/or volunteers are made a party to any claim, action, lawsuit, or other adversarial proceeding ("Action") arising from the performance of the Services under this Agreement, whether or not Consultant is named in such Action, and upon demand by the City, Consultant shall defend the City at Consultant's sole cost, or at the City's option, to reimburse the City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense.

- C. Payment by the City for Services is not a condition precedent to enforcement of this section. Consultant's duty to defend, indemnify, and hold harmless the City

shall not extend to the City's sole or active negligence. In the event of any dispute between Consultant and the City as to whether liability arises from the sole or active negligence of the City or its officials, officers, employees, agents, and/or volunteers, Consultant will be obligated to pay for the City's defense until such time as a final judgment has been entered adjudicating the City as solely or actively negligent. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including, but not limited to, attorney's fees, expert fees and costs of litigation.

10. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit B attached hereto and made a part of this Agreement.

11. INDEPENDENT CONSULTANT

- A. Consultant is and shall at all times remain as to the City a wholly independent consultant and/or independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither the City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, agents, subcontractors, or subconsultants, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, agents, subcontractors, or subconsultants are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against the City, or bind the City in any manner.

- B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, the City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for the City. The City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent Consultant relationship created by this Agreement. Consultant further agrees to indemnify and hold the City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. The City shall have the right to offset against the amount of any fees due to Consultant under this Agreement as

a result of Consultant's failure to promptly pay to the City any reimbursement or indemnification arising under this paragraph.

- C. In the event that Consultant or any employee, agent, subcontractor, or subconsultant of Consultant providing Services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, subcontractors, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the City.
- D. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, subcontractors, and subconsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the City, including but not limited to eligibility to enroll in PERS as an employee of the City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

12. LEGAL RESPONSIBILITIES

Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of Services pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws and regulations. The City and its officials, officers, employees, and agents, shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

13. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with this Agreement or any Services to be conducted as a result of this Agreement. Violation of this section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of the City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Services during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any

Agreement or sub-agreement, or the proceeds thereof, for Services to be performed under this Agreement.

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

- A. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without the City's prior written authorization, unless the information is clearly public. Consultant, its officers, employees, agents, subcontractors, or subconsultants, shall not without written authorization from the City Manager or designee, or unless requested by the City's attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the Services performed under this Agreement or relating to the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives the City notice of such court order or subpoena.

- B. Consultant shall promptly notify the City should Consultant, its officers, employees, agents, subcontractors, and/or subconsultants be served with any summons, complaint, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the Services performed hereunder or the City, unless the City is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless Consultant is prohibited by law from informing the City of such Discovery. The City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless the City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, the City's right to review any such response does not imply or mean the right by the City to control, direct, or rewrite said response, or that the City has an obligation to review any such response or verifies any response it has reviewed.

16. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mail by the United States Postal Service, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To the City: City of Lakewood
5050 Clark Avenue
Lakewood, CA 90712
Attention: City Manager

To Consultant: Kosmont Companies
1601 N Sepulveda Blvd. #382
Manhattan Beach, CA 90266
Attention: Larry J. Kosmont _____

17. ASSIGNMENT

Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Before retaining or contracting with any subcontractor or subconsultant for any services under this Agreement, Consultant shall provide the City with the identity of the proposed subcontractor or subconsultant, a copy of the proposed written contract between Consultant and such subcontractor or subconsultant which shall include and indemnity provision similar to the one provided herein and identifying the City as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subcontractor or subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from the City for such insurance.

18. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect all licenses required of it by law for the performance of the Services described in this Agreement.

19. GOVERNING LAW

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City.

20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. AMENDMENTS

Any amendments to this Agreement must be in writing and executed by the parties hereto, or their respective successors and assigns, in order to be valid.

22. ATTORNEYS' FEES

In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

23. CONSTRUCTION

The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

24. WAIVER

The delay or failure of any party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

25. SEVERABILITY

If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

26. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

27. AUTHORITY TO EXECUTE THIS AGREEMENT

The persons executing this Agreement on behalf of the parties warrant and represent that they have the authority to execute this Agreement on behalf of said parties and have the authority to bind the parties to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

[If Consultant is a corporation, two signatures are required: Signature 1 – the Chairperson of the Board, the President, or any Vice President; Signature 2 – the Secretary, any Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer (Corp. Code § 313).]

CITY OF LAKEWOOD

CONSULTANT

Mayor

ATTEST:

CONSULTANT

City Clerk

APPROVED AS TO FORM:

City Attorney

Attachments: Exhibit A Consultant's Proposal
 Exhibit B Insurance Requirements

EXHIBIT A

CONSULTANT'S PROPOSAL

I. BACKGROUND AND OBJECTIVE

The Lakewood Mall is one of the oldest and largest malls in the U.S. It is a super-regional center with over 2 million SF serving Southeast Los Angeles County. It opened in 1952 and was enclosed in 1978. Today the Mall contains a dozen anchor stores, including Costco, Home Depot, Target, Macy's JCPenney, Pacific Theaters 16-screen, Best Buy, Burlington Coat Factory and Albertson's.

With many malls across the U.S. facing challenges from tremendous growth in e-commerce, and with the Mall being a significant tax generator, the City is concerned about long term declines in retail sales and wants to proactively pursue blended-use redevelopment opportunities.

II. SCOPE OF SERVICES

Approach to Tasks: The prospective assignment and consulting services that Kosmont will provide will be of a relatively limited scope and duration, and advisory in nature. Kosmont will be making recommendations only, which advise the Client and jurisdictions, including its elected officials, appointed officials and staff, which they can accept or reject. None of Kosmont's staff will act in a capacity as an elected official, nor appointed official, nor as staff, nor as serving in a "designated" position.

PHASE I – Existing Conditions / Market Assessment

Task 1: Kick-off Meeting / Orientation / Document Review / Site Tour

Kosmont will meet with City staff to review and discuss Client's economic development objectives, review the scope of work, and establish communication protocols. As part of the kick-off meeting, Kosmont will tour the Mall and surrounding area.

City will provide Kosmont with existing site plan and relevant mall redevelopment plans prepared by owner Macerich. Kosmont will review historic retail sales data for the key sectors of the Mall and will need City to facilitate HdI cooperation accordingly. To the extent necessary, Kosmont will assist City efforts to collaborate with Macerich to expand upon initial planning concepts with the objective of delivering a high-quality reuse plan to enable and support community discussion of reuse priorities, zoning/land use and public amenities.

Task 2: Demographic, Economic and Real Estate Trends

To better understand the local market, Kosmont will prepare an economic and demographic Profile for the City, illustrating social and economic characteristics, including population, household incomes, race/ethnicity, housing preferences, educational

attainment, customer traffic patterns (Placer.ai), resident/employee concentrations within specific geographic boundaries (e.g., City limits, trade areas) and tourist visitation as deemed relevant by Consultant.

Kosmont will also examine variables, such as retail sales per square foot, growth in tax revenue, vacancy and lease rates, and other relevant Citywide retail data to assess the health of the Mall and future tax revenues to the City.

Kosmont will outline the current national and regional land use trends and how they may impact the City. Kosmont will also research multi-family and commercial land values to understand redevelopment feasibility for potential blended use opportunities at the Mall. Additionally, Kosmont will gather historic absorption rates, rent, vacancy rates, new construction, and sales value market data for office, retail, and multifamily uses to quantify potential demand.

Task 3: City / Developer Meetings

Kosmont believes that outreach is critical to understanding the local community's needs. Kosmont recommends an in-person workshop with City Council and staff to identify long term goals and objectives for the Mall. Based on City / City Council direction, Kosmont can work with City to assist with stakeholder / community outreach as appropriate contemplated in Phase II – Implementation scope addressed below.

Kosmont can participate in a collaborative virtual meeting with City and owner Macerich to gain perspective on relative objects / potential redevelopment plans.

Task 4: District Funding

Kosmont will analyze at a high level potential economic development toolkit containing local, state, and Federal programs, and funding opportunities. Kosmont will also research City and County property tax rates to evaluate feasibility of special district financing tools such as Enhanced Infrastructure Financing District ("EIFD") and CFD's to fund needed infrastructure and cover municipal service costs.

Task 5: Summary

Kosmont will prepare a summary Power Point that will include relevant data sources, key findings, and recommendations. Kosmont will be available to make a presentation to City Council.

**Kosmont Companies
2022 Public Agency Fee
Schedule**

Professional Services

Chairman & CEO	\$395.00/hour
President	\$365.00/hour
Senior Vice President/Senior Advisor	\$325.00/hour
Vice President	\$225.00/hour
Senior Project Analyst	\$195.00/hour
ProjectAnalyst/ProjectResearch	\$165.00/hour
Assistant Project Analyst/Assistant Project Manager	\$125.00/hour
Project Promotion/Graphics/GIS Mapping Services	\$ 95.00/hour
Clerical Support	\$ 70.00/hour

• **Additional Expenses**

In addition to professional services (labor fees):

- 1) An **administrative fee** for in-house copy, fax, phone, postage costs, digital/technological support and related administrative expenses will be charged, which will be computed at four percent (4.0 %) of monthly Kosmont Companies professional service fees incurred; **plus**
- 2) **Out-of-pocket expenditures**, such as travel and mileage, professional printing, and delivery charges for messenger and overnight packages will be charged at cost.
- 3) **Project/Market data sources for support of evaluation and analysis e.g., ESRI, Placer.ai, CoStar/STR, IMPLAN and other based on quoted project cost.**
- 4) If Kosmont retains **Third Party Vendor(s)** for Client (with Client's advance approval), fees and cost will be billed to Client at 1.1X (times) fees and costs.
- 5) Consultant's **attendance or participation at any public meeting**, whether such participation is in person, digital, video and/or telephonic (*e.g., City Council, Planning Commission, Public Agency Board, other*) requested by Client and are beyond those specifically identified in the Scope of Work will be billed at the professional services (hourly) fees as shown on this Attachment A.

• **Charges for Court/Deposition/Expert Witness-Related Appearances**

Court-related (non-preparation) activities, such as court appearances, depositions, mediation, arbitration, dispute resolution and other expert witness activities, will be charged at a court rate of 1.5 times scheduled rates, with a 4-hour minimum.

EXHIBIT B

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of the City, and prior to commencement of Services, Consultant shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to the City. If the Consultant maintains higher limits than the minimum limits shown below, the City requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

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

Umbrella or excess liability insurance. Consultant shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;

- Policies shall “follow form” to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Other provisions or requirements

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

Duration of coverage. Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, or Consultant’s agents, representatives, employees, subcontractors, or subconsultants.

Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by the City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City’s own insurance or self-insurance shall be called upon to protect it as a named insured.

The City’s rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Consultant or the City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, the City may immediately terminate this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders’ Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best’s Key Rating Guide, unless otherwise approved by the City’s Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow

Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, and shall require similar written express waivers and insurance clauses from each of its subcontractors or subconsultants.

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

Requirements not limiting. Requirements of specific coverage features or limits contained in this Agreement are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to the City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

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

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to the City and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. Consultant agrees to ensure that its subcontractors or subconsultants, and any other party involved with the Services who is brought onto or involved in the Services by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with Consultants, subcontractors, subconsultants, and others engaged in the Services will be submitted to the City review.

The City's right to revise specifications. The City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to Consultant, the City and Consultant may renegotiate Consultant's compensation or come to some other agreement to address the additional cost.

Self-insured retentions. Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City.

Timely notice of claims. Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Services.

**D
I
V
I
D
E
R

S
H
E
E
T**

COUNCIL AGENDA

July 12, 2022

TO: The Honorable Mayor and City Council

SUBJECT: Adoption of Resolution Approving the Tentative Agreement Between the City of Lakewood and Lakewood City Employees Association and Establishing Employee Benefits, Defining the Conditions and Hours of Employment and Adopting a Classification and Compensation Plan for City Officers and Employees

INTRODUCTION

This resolution establishes employee benefits, conditions and hours of employment, and a classification and compensation plan for City officers and employees, effective FY 2022-2023 and FY 2023-2024.

STATEMENT OF FACT

City officers and employees are those employees that fall under the following category:

- Executive Management Officers
- Management and Administrative Officers
- Supervisory and Junior Administrative Employees
- General and Miscellaneous Employees

The following compensation and benefit terms will be effective the first payroll in July, with the adoption of this resolution:

- *Basic Compensation Plan* – The City shall grant an increase of 4.5% for FY 2022-23 and an increase of 3.5% for FY 2023-24. Additionally, the City shall grant a one-time non-PERSable lump sum payment of \$3,000.
- *Cafeteria Benefit Plan* – Effective with the first paycheck in December 2022, the City shall provide an increase of \$25.00 per month for a total monthly contribution of \$1,334.02 towards cafeteria benefits for employees electing single coverage or opting out of a medical plan after providing proof of coverage. Employees electing two-party coverage will be eligible for a total monthly contribution of \$1,440.00 towards cafeteria benefits. Employees electing family coverage will be eligible for a total monthly contribution of \$1,550 towards cafeteria benefits. Effective with the first paycheck in December 2023, the City shall provide an increase of \$25.00 per month for a total monthly contribution of \$1,359.02 towards cafeteria benefits for employees electing single coverage or opting out of a medical plan after providing proof of coverage. Employees electing two-party coverage will be eligible for a total monthly contribution of \$1,490.00 towards cafeteria benefits. Employees electing family coverage will be eligible for a total monthly contribution of \$1,650 towards cafeteria benefits. The maximum cafeteria monthly benefit available for employees that elect to opt out of a medical plan will be \$1,359.02.
- *Retirement System*- Employees who fall under the “Classic Member” category as defined by the California Public Employees’ Pension Reform Act of 2013 (PEPRA) will pay 4.25% of the employee member contribution (EPMC). The City will pay 2.75% of the

EPMC and include its value in the salary reported to CalPERS. Effective the first payroll in July 2023, Employees who fall under the “Classic Member” category as defined by the California Public Employees’ Pension Reform Act of 2013 (PEPRA) will pay 4.75% of the employee member contribution (EPMC). The City will pay 2.25% of the EPMC and include its value in the salary reported to CalPERS.

- *Bilingual Pay* – increase to \$90.00 per month.
- *Standby Call Back*– City will revise Article 8. Section 1 to add: In addition to standby base pay, employees who are called and report to duty will receive a minimum of one (1) hour of pay at the rate of time and one-half (1 ½) of the employee’s straight time hourly rate of pay, or actual hours worked, whichever is greater. Employees who can resolve the call back via phone or other electronic means without reporting to duty shall receive 15 minutes minimum or actual time engaged, whichever is greater, at time and one-half (1 ½). If an employee receives multiple calls or responds electronically multiples times within 15 minutes, they shall only receive one 15 minute minimum or actual time engaged, whichever is greater.
- *Footwear* – work boot/shoe allowance increase to \$200
- *Uniforms* – laundering service provided changed to Cintas and laundering service will include outwear.
- *Holidays* - For FY 2022-23 and FY 2023-24 employees occupying full time, regular positions shall be credited with one day of paid holiday leave, this is to be as part of the Holiday Closure for 2022 and 2023. For FY 2022-23 City Hall will be closed from December 26, 2022 to December 30, 2022. For FY 2023-24 City Hall will be closed from December 25, 2023 to December 29, 2023.

RECOMMENDATION

It is recommended that the City Council adopt the proposed resolution.



Thaddeus McCormack
City Manager

RESOLUTION NO. 2022-46

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD APPROVING THE TENTATIVE AGREEMENT BETWEEN THE CITY OF LAKEWOOD AND THE LAKEWOOD CITY EMPLOYEES ASSOCIATION AND ESTABLISHING EMPLOYEE BENEFITS, DEFINING THE CONDITIONS AND HOURS OF EMPLOYMENT AND ADOPTING A CLASSIFICATION AND COMPENSATION PLAN FOR CITY OFFICERS AND EMPLOYEES

WHEREAS, the Lakewood City Council heretofore adopted Resolution No. 2020-15 pertaining to Employee Benefits and the Classification and Compensation of City Officers and Employees; and

WHEREAS, Resolution 2020-15 approved a Memorandum of Understanding entered into between the Lakewood City Employees Association and the City Council's representatives effective for the period July 1, 2020 through June 30, 2022; and

WHEREAS, pursuant to the terms and provisions of the Meyers-Milias-Brown Act and Resolution 74-82, the City Council through its authorized representatives have met at reasonable times and places with the recognized employee organization for the purpose of conferring regarding matters within scope of representation, including wages, hours and other terms and conditions of employment; and

WHEREAS, said meetings have been conducted and said parties have conferred in good faith and an agreement has been reached; and

WHEREAS, the representatives of the City Council have made and entered into a Tentative Agreement with the Lakewood City Employees Association, and have recommended the same be approved by the City Council; and

WHEREAS, representatives of said employee organization have requested that the City Council approve said Tentative Agreement as a binding contract of the city and said employee organization; and

WHEREAS, said agreement amends the terms of the Memorandum of Understanding approved in Resolution 2020-15 and is applicable fiscal years 2020-2022 commencing July 1, 2020 except as hereinafter stated otherwise, to the members of said organization; and

WHEREAS, on August 19, 2011, the California Public Employees Retirement System adopted Title 2 of the California Code of Regulations, Section 570.5 to further define those items of compensation which will be included in a member's compensation for purposes of

determining the member's retirement allowance and to clarify existing law which limited pay rates to amounts set forth on a publicly available rate schedule; and

WHEREAS, the Lakewood City Council heretofore adopted Resolutions No. 2010-21 and 2008-76 implementing section 414(h)(2) of the Internal Revenue Code by making employee contributions pursuant to California Government Code section 20691 to the Public Employees' Retirement System on behalf of all of its employees who are members of the Public Employees Retirement System;

WHEREAS, the Lakewood City Council heretofore adopted Resolutions No. 94-62 and 77-75 stipulating that the City has elected to pay member contributions to CalPERS as compensation;

WHEREAS, this resolution modifies Resolutions No. 2020-15, 2019-48, 2019-39, 2018-57, 2010-21, 2008-76, 94-62 and 77-75 for represented City Officers and Employees by requiring that members of that group pay 4.25% of their employee contributions to the Public Employees' Retirement System, with the City paying 2.75%;

WHEREAS, the Lakewood City Council heretofore adopted Resolutions No. 2001-73 and 2005-16 authorizing establishment of supplemental retirement plans administered by Phase II Systems, PARS Trust Administrator;

WHEREAS, the Lakewood City Council entered into a contract effective February 1, 1955 as amended effective November 1, 1962, January 5, 1979 and August 22, 1999 to provide pension benefits for all eligible employees;

WHEREAS, the Tentative Agreement, attached hereto for the fiscal years 2022-2023 and 2023-2024 along with this resolution shall constitute the City of Lakewood employee benefits, definitions and conditions of employment and the classification and compensation plans for all city officers and employees within the classified service;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lakewood as follows:

SECTION 1. Resolution No. 2002-38 and its amendments Resolution No. 2003-38, 2003-69, 2004-35, 2005-24, 2006-34, 2007-25, 2008-32, 2009-24, 2010-30, 2011-33, 2012-29, 2013-29, 2014-27, 2015-70, 2016-33, 2017-26, 2018-52, 2019-37 2019-48 and 2020-15 pertaining to Employee Benefits and Classification are hereby repealed.

SECTION 2. All other recitals hereto remain in full force and effect.

SECTION 3. The employee benefits and the classification and compensation of City officers and employees, as specified in the Tentative Agreement, as specified in Attachment "A" attached, is hereby affirmed.

SECTION 4. Except as otherwise provided by resolution or ordinance, the classification and compensation plan of city officers and employees shall be in accordance with Attachment “B” attached hereto and made a part hereof as though set forth in full. For the purposes of said classification and compensation plan the following definitions shall apply:

A. *Executive Management Officers* shall mean the City Manager, Assistant City Manager, Deputy City Manager and all department directors.

B. *Management and Administrative Officers* shall mean employees appointed as assistant directors, superintendents and managers who directly assist the head of a department.

C. *Supervisory and Junior Administrative Employees* are employees appointed as supervisors, professionals, analysts, specialists, program coordinators and community conservation representatives.

D. *General or Miscellaneous Employees* shall mean all other employees appointed to a position in the classified service.

SECTION 5. Nonclassified Officers and Employees. Except where otherwise provided in resolution or ordinance, the compensation and benefits for all other officers and employees, including part time, temporary, emergency and seasonal employees, shall be governed by a separate resolution.

SECTION 6. Employee Benefits and Duties

A. Attachment “A.”

Revisions to employee benefits and terms and conditions of employment are hereby established as those set forth in Attachment “A” for all city officers and employees set forth in Attachment “B”, except where otherwise provided in this resolution.

B. Attendance to Duty.

All officers and employees shall be in attendance at their official duties and place of work as required by this resolution or any ordinance or resolution of the city, or in accordance with the direction of the department head or City Manager. Failure on the part of any employee, absent without leave or notification to return to duty within 24 hours shall be cause for immediate discharge.

C. Hours and Days of Work.

The normal workweek for all officers and employees in the classified service shall be considered as forty (40) hours. Unless otherwise specified, each employee's regular reoccurring workweek shall be deemed to begin at the midpoint of the employee's work shift on Fridays. Those with alternative workweeks are prescribed herein. Any changes in a non-exempt employee's

workweek shall be made prospectively and must be approved in writing by the Human Resources Manager.

<u>Position Title</u>	<u>Department</u>	<u>Workweek Begins</u>
Centre AV Technician (2)	Administration	Monday, 12:01 AM
Community Safety Specialist (1)	Administration	Sunday, 12:01 AM
Park Maintenance Worker (Centre)	Recreation and Community Services	Sunday, 12:01 AM
Media Operations Specialist II (2)	Administration	Monday, 12:01 AM
Parking Control Officer (3)	Finance & Admin Services	Monday, 12:01 AM

D. Fair Labor Standards Act - Exemptions

The Fair Labor Standards Act (FLSA) is a federal law which requires that most employees be paid at least the federal minimum wage for all hours worked and overtime pay at time and one-half the regular rate of pay for all hours worked over 40 hours in a workweek. Section 13(a)(1) of the FLSA, provides an exemption from both minimum wage and overtime pay for employees employed as bona fide executive, administrative, professional and outside sales employees. Section 13(a)(1) and Section 13(a)(17) also exempt certain computer employees. To qualify for exemption, employees generally must meet certain tests regarding their job duties and be paid on a salary basis at not less than \$684 per week. In order for an exemption to apply, an employee's specific job duties and salary must meet all the requirements of the Department's regulations.

Salary Basis Requirement

Being paid on a "salary basis" means an employee regularly receives a predetermined amount of compensation each pay period on a weekly, or less frequent, basis. The predetermined amount cannot be reduced because of variations in the quality or quantity of the employee's work. Subject to exceptions listed below, an exempt employee must receive the full salary for any workweek in which the employee performs any work, regardless of the number of days or hours worked. Exempt employees do not need to be paid for any workweek in which they perform no work. If the city makes deductions from an employee's predetermined salary, i.e., because of the operating requirements of the business, that employee is not paid on a "salary basis." If the employee is ready, willing and able to work, deductions may not be made for time when work is not available.

Circumstances in Which the City May Make Deductions from Pay

The city has a recognized practice of allowing partial-day deductions from the pay of exempt employees for reasons of public accountability. In accordance with the city's practice, deductions from pay are permissible:

1. when an exempt employee is absent from work for personal reasons other than sickness or disability;
2. for absences due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing compensation for salary lost due to illness;

3. to offset amounts employees receive as jury or witness fees, or for military pay; or
4. for unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions as provided for in Section 16.0 of the Personnel Rules, Regulations and Procedures.

Also, the city is not required to pay the full salary in the initial or terminal week of employment; for penalties imposed in good faith for infractions of safety rules of major significance, or for weeks in which an exempt employee takes unpaid leave under the Family and Medical Leave Act. In these circumstances, either partial day or full day deductions may be made.

City Policy

It is the city's policy to comply with the salary basis requirements of the FLSA. Therefore, all managers of the city are prohibited from making any improper deductions from the salaries of exempt employees. The city does not allow deductions that violate the FLSA.

What To Do If An Improper Deduction Occurs

If an employee believes that an improper deduction has been made to his or her salary, the employee should immediately report this information to his or her direct supervisor, or to the Human Resources Manager.

Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, the affected employee will be promptly reimbursed for any improper deduction made.

FLSA Exempt Employees

The positions designated as exempt from FLSA overtime provisions are those categorized as executive management, management and administrative officers, and supervisory and junior administrative officers and employees, excluding the following: Community Conservation Representative.

E. Mileage

When authorized, city officers and employees shall receive mileage reimbursement in an amount equivalent with the Internal Revenue Service standard mileage rate to cover the use by them in City business of their personal vehicles while performing official duties. An itemized statement on a form provided by the Director of Finance & Administrative Services shall be submitted for approval by the City Manager.

Supervisory and Junior Administrative officers and employees shall be paid the aforementioned mileage allowance and, in addition, shall receive a monthly auto allowance of \$85.00 per month for the use of their vehicle in performance of City duties, except Community Services

Supervisors who shall receive a monthly auto allowance of \$135.00 per month for the use of their vehicle in performance of City duties.

Management and Administrative officers shall, in lieu of said mileage reimbursement, receive an automobile allowance of \$245.00 per month for the use of their vehicle in performance of City duties.

The following officers and employees may be assigned use of a city vehicle in performance of City duties in lieu of any monthly auto allowance.

Parks Superintendent
Water Distribution Supervisor
Facilities Maintenance Supervisor
Fleet Manager
Tree and Hardscape Supervisor
Environmental Resources Supervisor

All employees shall receive mileage reimbursement for actual and necessary use of their private vehicles to attend authorized meetings and seminars fifty (50) miles or more from Lakewood, provided the cost of alternative transportation (i.e., airfare, vehicle rental) is more than the City mileage expense.

F. Administrative Leave

Those persons holding a position in the categories heretofore designated as Executive Management Officers, Management and Administrative Officers and Supervisory and Junior Administrative Officers are eligible to receive administrative leave as follows:

- 1) Executive Management Officers – up to a maximum of 64 hours per fiscal year;
- 2) Management and Administrative Officers and Supervisory and Junior Administrative Officers – up to a maximum of 48 hours per fiscal year;

Nothing herein shall be construed as an absolute right to administrative leave, the granting of the same being discretionary with the department head or City Manager, both as to eligibility and the time for exercising said administrative leave. Payments for any earned and unused administrative leave at the end of the fiscal year shall be computed at the employee's regular rate of pay for the past pay period ending and paid in June of each year and distributed as follows. No such person, however, shall be eligible for any such cash payment that is not an employee of the city at the end of the fiscal year.

- 1) Executive Management Officers – distributions for all unused administrative leave shall be made to the employee's 401(a) Plan account. For the City Manager, distributions for all unused administrative leave shall be paid out in cash.

- 2) Management and Administrative Officers and Supervisory and Junior Administrative Officers – distributions for all unused administrative leave shall be based upon age. Until age 40, payments shall be made in cash to eligible employees. Payments made after the employee has achieved age 40 shall be paid 33% to the employee's 401(a) Plan account and 67% in cash; after age 45, annual distribution shall be 67% to the employee's 401(a) Plan account and 33% to employee in cash; and after age 50, the entire administrative leave payment shall be deposited in the employee's 401(a) Plan account.

Administrative Leave Payoff at Termination: Upon termination, whether or not concurrently retiring under CalPERS, benefits shall be paid to the employee's 401(a) Plan account as follows:

- 1) Executive Management Officers shall receive a lump sum amount equal to the number of hours of administrative leave accrued at termination of employment multiplied by the 401(a) Plan Participant's Hourly Pay Rate at the time of termination.
- 2) Management and Administrative Officers and Supervisory and Junior Administrative Employees who are separating, but not retiring shall receive a lump sum amount equal to the sum of administrative leave and compensatory time accrued at termination of employment multiplied by the 401(a) Plan Participant's Hourly Rate of Pay at the time of termination.

G. Executive Management Compensation

The provision of this resolution relating to assignment of officers and employees to pay rate steps and to pay step advancement shall apply to Executive Management Officers in the Wage, Salary and Classification Plan attached herein. Said officers and employees shall be reviewed by the City Manager and placed at a level of compensation within the applicable salary schedule which has been designated by this resolution for said officer of the employee's position for the first pay period ending in July.

Executive Management Officers are also entitled to a merit pay/performance bonus annually on July 1st not to exceed a total of six percent (6%) in any six (6) month period and a total of eight percent (8%) in any twelve (12) month period provided they have met the performance goals and objectives set for them by the City Manager.

H. Compensatory Time for Supervisory and Junior Administrative Employees

Supervisory and exempt Junior Administrative employees shall be compensated for time worked in excess of forty (40) hours in their normal workweek at the rate of one hour of compensatory time off for each one hour worked. Non-exempt Junior Administrative employees shall be compensated for time worked in excess of forty (40) hours in their normal workweek at the rate of one and one-half hours of compensatory time off or overtime pay for each one hour worked. Executive Management, Management and Administrative Employees shall not be compensated for overtime hours worked.

Notwithstanding any provision of this section to the contrary, all overtime must be approved by the department head prior to being worked, except in the case of an emergency, which shall be reported to the City Manager on the next day of work following the emergency for the City Manager's approval. No credit shall be given to exempt employees for less than one-half (½) hour of overtime or to non-exempt employees for less than ten (10) minutes of overtime worked in any workweek.

Compensatory Time for "Gatekeeper" Services - Supervisory and Junior Administrative Employees shall be compensated for time worked as "gatekeepers" at the rate of nine hours of gatekeeper compensatory time (GCT) earned for each weekly rotation served. Service as gatekeeper requires the employee to be available by portable electronic communication device during all off-duty hours of their gatekeeping rotation period to respond to city emergency situations occurring outside of the city's regular business hours. The assignment of employees to the rotating gatekeeping schedule shall be approved by the department head.

Compensatory Time accumulation shall not exceed sixty (60) unused compensatory time-off hours at any one time except during the three month period prior to payoff the maximum accumulation may not exceed 40 hours. All compensatory time off shall be taken within the fiscal year earned, or will be paid in cash at the end of the second pay period in June with the exception of compensatory time earned after the second pay period in June, which will be carried over into the next fiscal year. At that time, up to 20 hours of accumulated compensatory time will be paid in cash to the employee with any remaining hours deposited into the employee's 401(a) Plan account. At separation, all payment for accrued compensatory time off hours will be deposited into the employee's 401(a) Plan account.

Accumulated compensatory time off may be taken by an employee upon reasonable notice and prior approval of the department head. Nothing herein is intended to limit or restrict the authority of the city to require any employee to perform overtime or gatekeeper work.

For the purposes of this section, the following positions are non-exempt Supervisory and Junior Administrative employees: Community Conservation Representative.

I. Reservation of City Rights

Whenever any right is reserved to the city by this resolution or memorandum of understanding, said right may be exercised by the City Manager under the direction and/or control of the City Council.

J. Declared Disaster Pay Policy for Exempt Employees

In the event that a disaster or a state of emergency is declared in accordance with Ordinance 74-3, "exempt" employees (under FLSA) shall be compensated for overtime hours that they work as official emergency workers. Similarly, in the event that a disaster or a state of emergency that affects the City of Lakewood is declared by the County of Los Angeles, the State of California or the Federal Government, "exempt" employees shall be compensated for the overtime hours they

work as official emergency workers. This emergency overtime shall be paid at an hourly rate equal to their currently monthly base salary divided by 173.33. "Emergency Overtime" shall be paid only for those hours actually worked in excess of forty (40) hours during their normal workweek.

K. Supplemental Retirement Savings Plans

The Director of Finance & Administrative Services is hereby authorized to make all necessary payroll withholdings, deposits and leave conversions as authorized by the Defined Contribution and Defined Benefit Supplemental Retirement Savings Plans as established in Resolutions No. 2001-73 and 2005-16.

L. Vacation Compensation

No Executive Management Officer shall accumulate vacation leave beyond 160 hours or their December 31, 2001 balance, whichever is greater. No Management or Administrative Officer or Supervisory or Junior Administrative Employee shall accumulate vacation leave beyond 270 hours or their December 31, 2001 balance, whichever is greater.

Employees' vacation leave accruals shall be capped as follows. At the end of any pay period, each employee shall have deposited by the City into their 401(a) Plan account a defined contribution amount equal to the product of their rate of pay times their current bi-weekly vacation accumulation entitlement in excess of their accrual cap.

- 1) Executive Management Officers – 160 hours
- 2) Management and Administrative Officers and Supervisory and Junior Administrative Employees – 270 hours

M. Longevity Pay

Employees shall receive annual lump sum longevity payments beginning at the completion of their 10th year of City service. Eligibility for longevity lump sum payments shall be certified by the City Manager or his designee to the Director of Finance & Administrative Services. The longevity lump sum payments shall be at the rate of 1% of annual salary on achieving 10 years of service and each year thereafter for years 11, 12, 13, and 14. Upon completing 15 years of cumulative service the rate will be increased to 2% of annual salary and continue at the rate for years 16, 17, 18, and 19. Upon reaching 20 years of service, the rate will increase to 2.5% and be paid at that rate for each year of full-time service thereafter. Annual salary, for the purposes of this section, shall be calculated at the employee's current rate of pay in their regular position on the date in which eligibility is achieved. Employee's eligibility date shall be the effective date of regular full-time employment as it appears on the employee's Personnel Action Form prepared at the time of appointment.

Longevity lump sum payment shall be paid on the next regular payday after the pay period in which the eligibility date falls and shall be distributed as follows:

- 1) Executive Management Officers – their entire annual longevity payment shall be deposited into their 401(a) Plan account;
- 2) Management and Administrative Officers and Supervisory and Junior Administrative Employees – they shall receive lump sum payments for years 10, 11, 12, 13, and 14. Beginning with year 15 and continuing through year 19, employees shall have 1% of annual salary paid in cash to the employee and 1% deposited in the employee’s 401(a) Plan account. Beginning with year 20 and thereafter 1% of annual salary shall be paid in cash to the employee and 1.5% of annual salary shall be deposited into the employee’s 401(a) Plan account.

If an employee, after establishing a right to longevity lump sum payment, should be terminated prior to his or her eligibility date in any subsequent year by reason of death, an industrial accident disability rating of 50% or more, illness, or a non-industrial accident preventing discharge of normal duties, said employee shall receive his pro-rated share of such longevity lump sum payment to the date of termination.

N. Sick Leave Accumulation and Payoff

Employees shall accrue eligibility for sick leave on the basis of eight (8) hours per month up to a maximum accumulation of either 240, 320 or 350 hours. Employees shall elect their sick leave accumulation cap at the time of appointment and may increase their cap to a higher level. Employees may not elect to decrease their cap. On the last payday each November, employees will be paid in cash for any accumulated and unused sick leave in excess of their elected cap on accumulation at the rate of sixty percent (60%) or seventy percent (70%) of said excess. Employees electing a 240-hour sick leave cap will be eligible for sixty percent (60%) and employees electing a 320-hour or 350-hour sick leave cap will be eligible for seventy (70%). Said cash payment shall be at the employee’s rate of pay as of the payday immediately preceding the last payday in November.

Executive Management Officers shall receive 50% of any sick leave payoff they are entitled to in cash and the remaining 50% of their payoff shall be deposited into their 401(a) Plan account.

Payoff at Retirement: City will provide sick leave payoff to employees retiring directly from City service under the Public Employees’ Retirement System based on the following formula:

- 1) Retiring employee that elects a 240-hour base will be paid at the time of retirement 50% of all accumulated and unused sick leave hours. Payment shall be made at the employee’s regular rate of pay.
- 2) Retiring employee that elects either the 320-hour or the 350-hour base will be paid at the time of retirement 75% of all accumulated and unused sick leave hours. Payment shall be made at the employee’s regular rate of pay

All sick leave hours paid upon retirement for an Executive Management Officer, Management and Administrative Officer, or Supervisory and Junior Administrative Employee shall be deposited in the employee's 401(a) Plan account.

O. Long Term Disability Insurance

The City shall pay the premium and shall select and administer a Long Term Disability insurance plan. The benefit shall be 66% of maximum monthly base earnings up to \$8,000 and the elimination period shall be 60 days.

SECTION 7. All funds necessary to carry out the provisions of this resolution are hereby appropriated to the proper budgetary account. The compensation provided in Attachment "B" shall be effective on the first payroll in July 2022, as to all affected employees in the City's service on that date.

ADOPTED AND APPROVED THIS 12TH DAY OF JULY, 2022.

Mayor

ATTEST:

City Clerk

TENTATIVE AGREEMENT BETWEEN
CITY OF LAKEWOOD & LAKEWOOD CITY EMPLOYEES ASSOCIATION
FISCAL YEARS 2022 -2023 & 2023-2024

The City of Lakewood (City) and Lakewood City Employees Association (LCEA) have met and conferred in good faith and have reached tentative agreement (TA) on the terms and conditions of employment and other issues within the scope of representation for the employees in the LCEA represented bargaining unit for the period July 1, 2022, to June 30, 2024. The following are the terms of the TA. The parties agree to recommend these terms and conditions for acceptance and ratification by the Lakewood City Council and the LCEA membership respectively. In reaching this TA the parties agree that they have fulfilled their obligations to meet and confer in good faith on all issues within the scope of representation concerning all bargaining unit employees. The parties also agree that after ratification the terms of the TA as set forth below shall be incorporated into a comprehensive memorandum of understanding (MOU) which shall thereupon be signed by the duly authorized representatives of the parties and then adopted by City Council resolution. That MOU, once ratified, shall be implemented and shall govern the relationship between the parties and establish the terms and conditions of employment of the affected employees for fiscal years 2022-2023 and 2023-2024.

Article 4. Basic Compensation Plan: Section 1. Wage and Salary Plan. Add: Effective the first payroll in July 2022 the City shall grant an across-the-board increase of 4.5%. Effective the first payroll in July 2023 the City shall grant an across-the-board increase of 3.5%. Additionally, the City shall provide eligible employees a one-time, non-PERSable lump sum payment in the gross amount of three thousand dollars (\$3,000), less applicable taxes and deductions, to be paid in the first payroll in July 2022. It is expressly understood that this one-time lump sum payment is non-PERSable pay and will not be used for pension calculation. Eligible employees will receive the one-time payment on a check separate from their paycheck.

Section 11. Special Compensation: Update: (3) Bilingual Pay: An employee required to use bilingual skills shall receive \$90 per month in addition to his/her regular salary.

Article 8. Standby and Call Back Pay: Revise Section 1 to add: In addition to standby base pay, employees who are called and report to duty will receive a minimum of one (1) hour of pay at the rate of time and one-half (1 ½) of the employee's straight time hourly rate of pay, or actual hours worked, whichever is greater. Employees who can resolve the call back via phone or other electronic means without reporting to duty shall receive 15 minutes minimum or actual time engaged, whichever is greater, at time and one-half (1 ½). If an employee receives multiple calls or responds electronically multiples times within 15 minutes, they shall only receive one 15 minute minimum or actual time engaged, whichever is greater.

Article 10. Work Hours and Holidays: (add new rosters of holidays for fiscal years 2022-23 and 2023-24) For FY 2022-23 and FY 2023-24 employees occupying full time, regular positions shall be credited with one day of paid holiday leave, this is to be as part of the Holiday Closure for 2022 and 2023. For FY 2022-23 City Hall will be closed from December 26, 2022 to

December 30, 2022. For FY 2023-24 City Hall will be closed from December 25, 2023 to December 29, 2023.

Article 24. Cafeteria Benefit Plan: Revise Section 3 to read: Effective with the first paycheck in December 2022, the City shall provide an increase of \$25.00 per month for a total monthly contribution of \$1,334.02 towards cafeteria benefits for employees electing single coverage or opting out of a medical plan after providing proof of coverage. Employees electing two-party coverage for a medical plan will be eligible for a total monthly contribution of \$1440.00 towards cafeteria benefits. Employees electing family coverage for a medical plan will be eligible for a total monthly contribution of \$1,550 towards cafeteria benefits. Effective with the first paycheck in December 2023, the City shall provide an increase of \$25.00 per month for a total monthly contribution of \$1,359.02 towards cafeteria benefits for employees electing single coverage or opting out of a medical plan after providing proof of coverage. Employees electing two-party coverage for a medical plan will be eligible for a total monthly contribution of \$1490.00 towards cafeteria benefits. Employees electing family coverage for a medical plan will be eligible for a total monthly contribution of \$1,650 towards cafeteria benefits. The maximum cafeteria monthly benefit available for employees that elect to opt out of a medical plan will be \$1,359.02. The cafeteria monthly contribution is inclusive of the statutory Public Employees Medical and Hospital Care Act (PEMHCA) minimum contribution.

Article 26. Retirement System: Section 1. The following benefits apply to those employees who are not “New Members” as defined by the California Public Employees’ Pension Reform Act of 2013 (PEPRA) but those employees who are defined as “Classic Members”: Update to reflect the following: Effective the first payroll in July 2022, employees who fall under the “Classic Member” category will pay 4.25% of the employee member contribution (EPMC). The City shall continue to pay member contribution (2.75%) and include the value of the employee-paid member contribution (EPMC) in the salary reported to CalPERS [Government Code Section 20636(C) (4)]. Effective the first payroll in July 2023, employees who fall under the “Classic Member” category will pay 4.75% of the employee member contribution (EPMC). The City shall continue to pay member contribution (2.25%) and include the value of the employee-paid member contribution (EPMC) in the salary reported to CalPERS [Government Code Section 20636(C) (4)].

Section 4. Retiree Medical: Update (C) to reflect revised PEHMCA rates and read: In 2022, the PEMHCA minimum employer contribution is \$149 per month. The PEMCHA minimum employer contribution for 2023 is pending.

Article 29. Uniforms: Section 7. Footwear: Update footwear allowance to \$200. Section 8: Remove \$100 carryover for purchase of work shoes or boots. Section 9: Include outerwear for employees who use the laundry service. Laundry service to be provided by Cintas.

Article 40. Employee Organization Rights and Responsibilities: Section 6. Release Time: Add Labor/Management Committee – The Labor/Management Committee will meet on a quarterly basis. The committee will consists of four (4) LCEA members and CEA representative if needed, members will not be permanent but based on matter to be discussed. City representatives will be determined based on the matter to be discussed, not to exceed four (4)

Resolution 2022-46
Attachment A

representatives and labor attorney if needed. The parties will discuss an agenda prior to the meeting.

Article 48. Memorandum of Understanding: The term of this memorandum of understanding shall be from July 1, 2022, to and concluding June 30, 2024.

City of Lakewood

By: 

Thaddeus McCormack – City Manager

Date: July 7, 2022

Lakewood City Employees Association

By: 

Mark Benavides – LCEA President

Date: July 7, 2022

**WAGE, SALARY AND CLASSIFICATION PLAN
FY 2022-2023
(Effective June 26, 2022)**

**GENERAL OR MISCELLANEOUS EMPLOYEES
(LAKEWOOD CITY EMPLOYEES ASSOCIATION)**

Schedule		Step 1	Step 2	Step 3	Step 4	Step 5
No.	Classification	Monthly*	Monthly*	Monthly*	Monthly*	Monthly*
1A	Intermediate Clerk Typist	3678	3862	4055	4258	4471
2A	PABX Operator/Receptionist	3774	3962	4160	4368	4587
6A	Account Clerk	4163	4371	4590	4819	5060
6A	Senior Clerk	4163	4371	4590	4819	5060
7A	Maintenance Worker	4266	4479	4703	4938	5185
8A	Administrative Clerk	4372	4590	4820	5061	5314
8A	Community Transportation Dispatcher	4372	4590	4820	5061	5314
8A	Customer Service Liaison	4372	4590	4820	5061	5314
8A	Parking Control Officer	4372	4590	4820	5061	5314
8A	Public Utility Customer Service Representative	4372	4590	4820	5061	5314
8A	Purchasing Clerk	4372	4590	4820	5061	5314
10A	Building Clerk	4599	4828	5070	5323	5590
10A	Community Safety Specialist	4599	4828	5070	5323	5590
10A	Park Maintenance Worker	4599	4828	5070	5323	5590
10A	Senior Account Clerk	4599	4828	5070	5323	5590
12A	Special Event Assistant	4830	5071	5325	5591	5871
12A	Personnel Clerk	4830	5071	5325	5591	5871
12A	Secretary	4830	5071	5325	5591	5871
12A	Tree Trimmer I	4830	5071	5325	5591	5871
12A	Water Utility Worker	4830	5071	5325	5591	5871
13A	Accounting Technician	4949	5196	5456	5729	6015
13A	Licensed Pesticide Applicator	4949	5196	5456	5729	6015
13A	Senior Park Maintenance Worker	4949	5196	5456	5729	6015
13A	Skilled Trades Worker	4949	5196	5456	5729	6015
14A	Audio Visual Technician	5071	5325	5591	5871	6164
14A	Graphics & Media Technician	5071	5325	5591	5871	6164
14A	Irrigation Repair Worker	5071	5325	5591	5871	6164
14A	Light Equipment Operator	5071	5325	5591	5871	6164
14A	Media Operations Spec. I	5071	5325	5591	5871	6164
15A	Administrative Secretary	5196	5456	5729	6015	6316
15A	Community Development Technician	5196	5456	5729	6015	6316
15A	Fleet Maintenance Technician	5196	5456	5729	6015	6316
15A	Personnel Technician	5196	5456	5729	6015	6316
15A	Senior Water Utility Worker	5196	5456	5729	6015	6316
15A	Tree Trimmer II	5196	5456	5729	6015	6316
16A	Maintenance Carpenter	5329	5595	5875	6169	6477
16A	Maintenance Painter	5329	5595	5875	6169	6477
16A	Maintenance Plumber	5329	5595	5875	6169	6477
18A	Fleet Maintenance Lead Worker	5600	5880	6174	6482	6806
18A	Media Operations Spec. II	5600	5880	6174	6482	6806
18A	Park Maintenance Lead Worker	5600	5880	6174	6482	6806
18A	Parking Control Lead Worker	5600	5880	6174	6482	6806
18A	Public Works Technician	5600	5880	6174	6482	6806
18A	Pump Station Operator	5600	5880	6174	6482	6806
18A	Skilled Trades Lead Worker	5600	5880	6174	6482	6806
18A	Tree Lead Worker	5600	5880	6174	6482	6806
19A	Graphics & Media Lead Worker	5741	6028	6329	6646	6978
20A	Deputy City Clerk	5879	6173	6482	6806	7146
20A	Water Distribution Lead Worker	5879	6173	6482	6806	7146
23A	Water Production Lead Worker	6335	6652	6984	7333	7700
24A	Public Works Inspector	6493	6818	7159	7517	7893
26A	Maintenance Electrician	6817	7158	7516	7892	8286
29A	Helicopter Pilot I	7362	7730	8117	8522	8949

*Published monthly rates are rounded to whole dollars. Actual rates are rounded to two decimal places

**WAGE, SALARY AND CLASSIFICATION PLAN
FY 2022-2023
(Effective June 26, 2022)**

SUPERVISORY AND JUNIOR ADMINISTRATIVE EMPLOYEES

Schedule No.	Classification	Step 1 Monthly*	Step 2 Monthly*	Step 3 Monthly*	Step 4 Monthly*	Step 5 Monthly*
15B	Management Aide	5197	5457	5729	6016	6317
16B	Administrative Assistant I	5338	5604	5885	6179	6488
16B	Planning Technician	5338	5604	5885	6179	6488
16B	Recreation Programs Assistant	5338	5604	5885	6179	6488
18B	Accountant	5608	5889	6183	6492	6817
20B	Recreation Program Coordinator	5891	6186	6495	6820	7161
20B	Public Safety Program Coordinator	5891	6186	6495	6820	7161
20B	Video Producer	5891	6186	6495	6820	7161
22B	Administrative Assistant II	6188	6498	6823	7164	7522
22B	Assistant Project Manager	6188	6498	6823	7164	7522
22B	Executive Secretary	6188	6498	6823	7164	7522
22B	Parking Control Supervisor	6188	6498	6823	7164	7522
24B	Assistant City Clerk	6502	6827	7169	7527	7903
24B	Assistant Planner	6502	6827	7169	7527	7903
24B	Community Conservation Representative	6502	6827	7169	7527	7903
24B	Community Services Supervisor	6502	6827	7169	7527	7903
24B	Community Transportation Supervisor	6502	6827	7169	7527	7903
24B	Human Resources Analyst	6502	6827	7169	7527	7903
24B	Media Services Coordinator	6502	6827	7169	7527	7903
24B	Public Information Specialist	6502	6827	7169	7527	7903
24B	Public Safety Supervisor	6502	6827	7169	7527	7903
24B	Utility Billing Supervisor	6502	6827	7169	7527	7903
26B	Housing Specialist	6839	7181	7540	7917	8313
26B	Project Manager	6839	7181	7540	7917	8313
26B	Senior Management Analyst	6839	7181	7540	7917	8313
27B	Environmental Resources Supervisor	7004	7355	7722	8108	8514
27B	Facilities Maintenance Supervisor	7004	7355	7722	8108	8514
27B	Fleet Manager	7004	7355	7722	8108	8514
27B	Tree & Hardscape Supervisor	7004	7355	7722	8108	8514
28B	Community Relations Manager	7179	7538	7915	8311	8727
28B	Senior Producer	7179	7538	7915	8311	8727
28B	Water Distribution Supervisor	7179	7538	7915	8311	8727
29B	Associate Planner	7362	7730	8117	8522	8949
29B	Environmental Programs Manager	7362	7730	8117	8522	8949
29B	GIS Analyst	7362	7730	8117	8522	8949
29B	Water Administration Manager	7362	7730	8117	8522	8949
31B	Community Services Manager	7735	8121	8528	8954	9402
31B	Senior Accountant	7735	8121	8528	8954	9402
31B	Senior Human Resources Analyst	7735	8121	8528	8954	9402
33B	Helicopter Pilot II	8117	8523	8949	9397	9867

*Published monthly rates are rounded to whole dollars. Actual rates are rounded to two decimal places

**WAGE, SALARY AND CLASSIFICATION PLAN
FY 2022-2023
(Effective June 26, 2022)**

MANAGEMENT AND ADMINISTRATIVE OFFICERS

Schedule		Step 1	Step 2	Step 3	Step 4	Step 5
No.	Classification	Monthly*	Monthly*	Monthly*	Monthly*	Monthly*
32B	Public Safety Manager	7929	8325	8742	9179	9638
32B	Community Development Coordinator	7929	8325	8742	9179	9638
32B	Water Operations Field Manager	7929	8325	8742	9179	9638
33B	Administrative Services Manager	8117	8523	8949	9397	9867
33B	Associate Civil Engineer	8117	8523	8949	9397	9867
34B	Neighborhood Preservation Manager	8321	8737	9173	9632	10114
35B	Senior Planner	8528	8954	9402	9872	10366
36B	IT Services Manager	8742	9179	9638	10120	10626
36B	Senior Project Manager	8742	9179	9638	10120	10626
36B	Finance Manager	8742	9179	9638	10120	10626
38B	Assistant to the City Manager	9187	9646	10128	10635	11166
38B	Parks Superintendent	9187	9646	10128	10635	11166
38B	Purchasing Officer	9187	9646	10128	10635	11166
40B	Assistant Director of Rec. & Community Services	9660	10143	10651	11183	11742
40B	Assistant Director of Finance & Admin Services	9660	10143	10651	11183	11742
40B	Assistant Director of Community Development	9660	10143	10651	11183	11742
40B	Assistant Director of Public Works	9660	10143	10651	11183	11742
40B	Assistant Director of Water Resources	9660	10143	10651	11183	11742
40B	City Clerk	9660	10143	10651	11183	11742
40B	Human Resources Manager	9660	10143	10651	11183	11742
40B	Public Information Officer	9660	10143	10651	11183	11742

*Published monthly rates are rounded to whole dollars. Actual rates are rounded to two decimal places

**WAGE, SALARY AND CLASSIFICATION PLAN
FY 2022-2023
(Effective June 26, 2022)**

EXECUTIVE MANAGEMENT OFFICERS

Schedule No.	Classification	Step 1 Monthly*	Step 2 Monthly*	Step 3 Monthly*	Step 4 Monthly*	Step 5 Monthly*
EDCO	Director of Communications	11469	12042	12644	13277	13940
EDPS	Director of Public Safety	11469	12042	12644	13277	13940
EDCM	Deputy City Manager	14755	15493	16267	17081	17935
EDCD	Director of Community Development	14755	15493	16267	17081	17935
EDRS	Director of Recreation and Community Services	14755	15493	16267	17081	17935
EDWR	Director of Water Resources	14970	15719	16505	17330	18196
EACM	Assistant City Manager	15742	16529	17355	18223	19134
EDPW	Director of Public Works	15742	16529	17355	18223	19134
EDAS	Director of Finance & Administrative Services	17374	18243	19155	20113	21119
CMGR	City Manager	23720				

*Published monthly rates are rounded to whole dollars. Actual rates are rounded to two decimal places

**WAGE, SALARY AND CLASSIFICATION PLAN
FY 2022-2023
(Effective June 25, 2023)**

**GENERAL OR MISCELLANEOUS EMPLOYEES
(LAKEWOOD CITY EMPLOYEES ASSOCIATION)**

Schedule		Step 1	Step 2	Step 3	Step 4	Step 5
No.	Classification	Monthly*	Monthly*	Monthly*	Monthly*	Monthly*
1A	Intermediate Clerk Typist	3807	3997	4197	4407	4627
2A	PABX Operator/Receptionist	3906	4101	4306	4521	4747
6A	Account Clerk	4308	4524	4750	4988	5237
6A	Senior Clerk	4308	4524	4750	4988	5237
7A	Maintenance Worker	4415	4636	4867	5111	5366
8A	Administrative Clerk	4525	4751	4988	5238	5500
8A	Community Transportation Dispatcher	4525	4751	4988	5238	5500
8A	Customer Service Liaison	4525	4751	4988	5238	5500
8A	Parking Control Officer	4525	4751	4988	5238	5500
8A	Public Utility Customer Service Representative	4525	4751	4988	5238	5500
8A	Purchasing Clerk	4525	4751	4988	5238	5500
10A	Building Clerk	4759	4997	5247	5510	5785
10A	Community Safety Specialist	4759	4997	5247	5510	5785
10A	Park Maintenance Worker	4759	4997	5247	5510	5785
10A	Senior Account Clerk	4759	4997	5247	5510	5785
12A	Special Event Assistant	4999	5249	5511	5787	6076
12A	Personnel Clerk	4999	5249	5511	5787	6076
12A	Secretary	4999	5249	5511	5787	6076
12A	Tree Trimmer I	4999	5249	5511	5787	6076
12A	Water Utility Worker	4999	5249	5511	5787	6076
13A	Accounting Technician	5122	5378	5647	5929	6226
13A	Licensed Pesticide Applicator	5122	5378	5647	5929	6226
13A	Senior Park Maintenance Worker	5122	5378	5647	5929	6226
13A	Skilled Trades Worker	5122	5378	5647	5929	6226
14A	Audio Visual Technician	5249	5511	5787	6076	6380
14A	Graphics & Media Technician	5249	5511	5787	6076	6380
14A	Irrigation Repair Worker	5249	5511	5787	6076	6380
14A	Light Equipment Operator	5249	5511	5787	6076	6380
14A	Media Operations Spec. I	5249	5511	5787	6076	6380
15A	Administrative Secretary	5378	5647	5929	6226	6537
15A	Community Development Technician	5378	5647	5929	6226	6537
15A	Fleet Maintenance Technician	5378	5647	5929	6226	6537
15A	Personnel Technician	5378	5647	5929	6226	6537
15A	Senior Water Utility Worker	5378	5647	5929	6226	6537
15A	Tree Trimmer II	5378	5647	5929	6226	6537
16A	Maintenance Carpenter	5515	5791	6081	6385	6704
16A	Maintenance Painter	5515	5791	6081	6385	6704
16A	Maintenance Plumber	5515	5791	6081	6385	6704
18A	Fleet Maintenance Lead Worker	5795	6085	6390	6709	7044
18A	Media Operations Spec. II	5795	6085	6390	6709	7044
18A	Park Maintenance Lead Worker	5795	6085	6390	6709	7044
18A	Parking Control Lead Worker	5795	6085	6390	6709	7044
18A	Public Works Technician	5795	6085	6390	6709	7044
18A	Pump Station Operator	5795	6085	6390	6709	7044
18A	Skilled Trades Lead Worker	5795	6085	6390	6709	7044
18A	Tree Lead Worker	5795	6085	6390	6709	7044
19A	Graphics & Media Lead Worker	5942	6239	6551	6878	7222
20A	Deputy City Clerk	6085	6389	6709	7044	7396
20A	Water Distribution Lead Worker	6085	6389	6709	7044	7396
23A	Water Production Lead Worker	6557	6884	7229	7590	7970
24A	Public Works Inspector	6721	7057	7409	7780	8169
26A	Maintenance Electrician	7056	7409	7779	8168	8576
29A	Helicopter Pilot I	7620	8001	8401	8821	9262

*Published monthly rates are rounded to whole dollars. Actual rates are rounded to two decimal places

**WAGE, SALARY AND CLASSIFICATION PLAN
FY 2022-2023
(Effective June 25, 2023)**

SUPERVISORY AND JUNIOR ADMINISTRATIVE EMPLOYEES

Schedule No.	Classification	Step 1 Monthly*	Step 2 Monthly*	Step 3 Monthly*	Step 4 Monthly*	Step 5 Monthly*
15B	Management Aide	5379	5647	5930	6226	6538
16B	Administrative Assistant I	5524	5801	6091	6395	6715
16B	Planning Technician	5524	5801	6091	6395	6715
16B	Recreation Programs Assistant	5524	5801	6091	6395	6715
18B	Accountant	5805	6095	6400	6720	7056
20B	Recreation Program Coordinator	6097	6402	6722	7058	7411
20B	Public Safety Program Coordinator	6097	6402	6722	7058	7411
20B	Video Producer	6097	6402	6722	7058	7411
22B	Administrative Assistant II	6405	6725	7062	7415	7785
22B	Assistant Project Manager	6405	6725	7062	7415	7785
22B	Executive Secretary	6405	6725	7062	7415	7785
22B	Parking Control Supervisor	6405	6725	7062	7415	7785
24B	Assistant City Clerk	6730	7066	7420	7791	8180
24B	Assistant Planner	6730	7066	7420	7791	8180
24B	Community Conservation Representative	6730	7066	7420	7791	8180
24B	Community Services Supervisor	6730	7066	7420	7791	8180
24B	Community Transportation Supervisor	6730	7066	7420	7791	8180
24B	Human Resources Analyst	6730	7066	7420	7791	8180
24B	Media Services Coordinator	6730	7066	7420	7791	8180
24B	Public Information Specialist	6730	7066	7420	7791	8180
24B	Public Safety Supervisor	6730	7066	7420	7791	8180
24B	Utility Billing Supervisor	6730	7066	7420	7791	8180
26B	Housing Specialist	7079	7433	7804	8194	8604
26B	Project Manager	7079	7433	7804	8194	8604
26B	Senior Management Analyst	7079	7433	7804	8194	8604
27B	Environmental Resources Supervisor	7249	7612	7992	8392	8812
27B	Facilities Maintenance Supervisor	7249	7612	7992	8392	8812
27B	Fleet Manager	7249	7612	7992	8392	8812
27B	Tree & Hardscape Supervisor	7249	7612	7992	8392	8812
28B	Community Relations Manager	7431	7802	8192	8602	9032
28B	Senior Producer	7431	7802	8192	8602	9032
28B	Water Distribution Supervisor	7431	7802	8192	8602	9032
29B	Associate Planner	7620	8001	8401	8821	9262
29B	Environmental Programs Manager	7620	8001	8401	8821	9262
29B	GIS Analyst	7620	8001	8401	8821	9262
29B	Water Administration Manager	7620	8001	8401	8821	9262
31B	Community Services Manager	8005	8406	8826	9267	9731
31B	Senior Accountant	8005	8406	8826	9267	9731
31B	Senior Human Resources Analyst	8005	8406	8826	9267	9731
33B	Helicopter Pilot II	8402	8822	9263	9726	10212

*Published monthly rates are rounded to whole dollars. Actual rates are rounded to two decimal places

**WAGE, SALARY AND CLASSIFICATION PLAN
FY 2022-2023
(Effective June 25, 2023)**

MANAGEMENT AND ADMINISTRATIVE OFFICERS

Schedule No.	Classification	Step 1 Monthly*	Step 2 Monthly*	Step 3 Monthly*	Step 4 Monthly*	Step 5 Monthly*
32B	Public Safety Manager	8206	8617	9048	9500	9975
32B	Community Development Coordinator	8206	8617	9048	9500	9975
32B	Water Operations Field Manager	8206	8617	9048	9500	9975
33B	Administrative Services Manager	8402	8822	9263	9726	10212
33B	Associate Civil Engineer	8402	8822	9263	9726	10212
34B	Neighborhood Preservation Manager	8612	9042	9494	9969	10468
35B	Senior Planner	8827	9268	9731	10218	10729
36B	IT Services Manager	9048	9500	9975	10474	10997
36B	Senior Project Manager	9048	9500	9975	10474	10997
36B	Finance Manager	9048	9500	9975	10474	10997
38B	Assistant to the City Manager	9508	9983	10483	11007	11557
38B	Parks Superintendent	9508	9983	10483	11007	11557
38B	Purchasing Officer	9508	9983	10483	11007	11557
40B	Assistant Director of Rec. & Community Services	9998	10498	11023	11574	12153
40B	Assistant Director of Finance & Admin Services	9998	10498	11023	11574	12153
40B	Assistant Director of Community Development	9998	10498	11023	11574	12153
40B	Assistant Director of Public Works	9998	10498	11023	11574	12153
40B	Assistant Director of Water Resources	9998	10498	11023	11574	12153
40B	City Clerk	9998	10498	11023	11574	12153
40B	Human Resources Manager	9998	10498	11023	11574	12153
40B	Public Information Officer	9998	10498	11023	11574	12153

*Published monthly rates are rounded to whole dollars. Actual rates are rounded to two decimal places

**WAGE, SALARY AND CLASSIFICATION PLAN
FY 2022-2023
(Effective June 25, 2023)**

EXECUTIVE MANAGEMENT OFFICERS

Schedule No.	Classification	Step 1 Monthly*	Step 2 Monthly*	Step 3 Monthly*	Step 4 Monthly*	Step 5 Monthly*
EDCO	Director of Communications	11870	12464	13087	13741	14428
EDPS	Director of Public Safety	11870	12464	13087	13741	14428
EDCM	Deputy City Manager	15271	16035	16837	17679	18563
EDCD	Director of Community Development	15271	16035	16837	17679	18563
EDRS	Director of Recreation and Community Services	15271	16035	16837	17679	18563
EDWR	Director of Water Resources	15494	16269	17082	17936	18833
EACM	Assistant City Manager	16293	17107	17963	18861	19804
EDPW	Director of Public Works	16293	17107	17963	18861	19804
EDAS	Director of Finance & Administrative Services	17982	18881	19826	20817	21858
CMGR	City Manager	24551				

*Published monthly rates are rounded to whole dollars. Actual rates are rounded to two decimal places

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

COUNCIL AGENDA

July 12, 2022

TO: The Honorable Mayor and City Council

SUBJECT: Adoption of Resolution Repealing Resolution No. 2022- and Enacting a Personnel Resolution Establishing Compensation, Rules and Regulations Pertaining to Hourly-Rated Part-Time Employees

INTRODUCTION

This resolution repeals a previous resolution and enacts a personnel resolution that establishes compensation, rules and regulations pertaining to hourly-rated part-time employees, effective the first payroll in July.

STATEMENT OF FACT

Hourly part time officers and employees are employees in the non-classified service, part-time employees, temporary, emergency and seasonal employees. Hourly part time officers and employees are those employees that fall under the following category:

- Schedule A employees
- Schedule B employees


The following compensation and benefit terms will be effective the first payroll in July, with the adoption of this resolution:

- The City shall grant an increase of 4.5% to the hourly rates for Schedule A and Schedule B part time officers and employees for FY 22-23 and an increase of 3.5% for FY 23-24.
- The City shall grant a one-time lump sum payment, the one-time lump sum payment will be \$1 per hour for every hour worked in fiscal year 2021-2022 to employees who meet the designated parameters. For employees in Schedule B the one-time lump sum will be non-PERSable.
- Employees identified in the categories above will need to meet the following parameters to be eligible for the one-time lump sum payment:
 - Be an active employee who has worked 100 hours or more in FY 21-22
 - and
 - Have actively worked during January 2022 – June 2022

Part time employees shall not participate in or be entitled to any benefit program of the City as required by law.

RECOMMENDATION

It is recommended that the City Council adopt the proposed resolution.


for Thaddeus McCormack
City Manager

RESOLUTION NO. 2022-47

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD REPEALING RESOLUTION NO. 2020-16 PERTAINING TO HOURLY-RATED PART-TIME EMPLOYEES AND ENACTING A PERSONNEL RESOLUTION ESTABLISHING THE COMPENSATION, RULES AND REGULATIONS PERTAINING TO HOURLY-RATED PART-TIME EMPLOYEES.

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

SECTION 1. Resolution No. 2020-16, a resolution of the City Council of the City of Lakewood establishing the salaries and compensation of hourly-rated part-time employees and repealing previous resolution on the same subject matter, adopted by the City Council on May 12, 2020 is hereby repealed.

SECTION 2. This resolution shall be known as the Hourly-Rated Part-Time Employee Personnel Resolution.

SECTION 3. Hourly-rated part-time officers and employees shall be those officers and employees in the non-classified service, part-time employees, temporary, emergency and seasonal employees.

1. Compensation. Hourly-rated part-time officers and employees shall be compensated for said service in accordance with the job description and hourly rates incorporated herein as Attachment A. In the event that any adjustment in any applicable minimum wage causes any such rate to be out of compliance with minimum wage requirements, then such rate shall be adjusted automatically to comply with such minimum wage requirements. Additionally, the city shall grant a one-time lump sum payment in accordance with the lump sum parameters identified in Attachment B.

2. Benefits. Part-time employees shall not participate in or be entitled to any benefit program of the City except as required by law.

3. Pay Periods. All part-time employees shall be paid on a biweekly basis. Payday shall be during the week following the end of the biweekly pay period.

SECTION 4. This Resolution shall become effective on the first payroll in July.

ADOPTED AND APPROVED THIS 12TH DAY OF JULY, 2022.

Mayor

ATTEST:

City Clerk

HOURLY RATED PART TIME EMPLOYEES

Schedule "A"	Job Description	EFFECTIVE 6/26/2022
	Administrative Aide	\$15.68
	Cashier-Clerk	\$15.70
	CATV Production Assistant	\$20.08
	CATV Production Intern	\$17.94
	Clerk Typist I	\$16.83
	Clerk Typist II	\$17.72
	Clerk Typist III	\$18.58
	Clerk Typist IV	\$19.47
	Clerk Typist V	\$20.45
	Clerk Typist VI	\$21.48
	Crossing Guard I	\$16.86
	Crossing Guard II	\$17.76
	Crossing Guard III	\$18.61
	Crossing Guard IV	\$19.56
	DASH Dispatcher	\$20.79
	DASH Transportation Driver II	\$17.12
	DASH Transportation Driver III	\$18.75
	DASH Transportation Driver IV	\$20.76
	DASH Transportation I Driver-in-Training	\$15.68
	Intern I	\$20.99
	Intern II	\$22.07
	Lifeguard/Swim Instructor I	\$16.77
	Lifeguard/Swim Instructor II	\$17.61
	Lifeguard/Swim Instructor III	\$18.18
	Lifeguard/Swim Instructor IV	\$19.02
	Locker Attendant	\$15.68
	Maintenance Aide I	\$15.68
	Maintenance Aide II	\$17.12
	Maintenance Aide III	\$18.75
	Media Production Center Tech A	\$52.00
	Pool Manager I	\$22.31
	Pool Manager II	\$23.43
	Pool Manager III	\$24.58
	Pool Manager IV	\$25.82
	Public Works Inspector	\$57.31
	Recreation Leader I	\$15.68
	Recreation Leader II	\$17.12
	Recreation Leader III	\$18.75
	Recreation Leader IV	\$20.79
	Recreation Specialist I	\$24.21
	Recreation Specialist II	\$29.29
	Relief Administrative Clerk I	\$24.14
	Relief Administrative Clerk II	\$26.58

Schedule "A"	Job Description	EFFECTIVE 6/26/2022
	Relief Administrative Clerk III	\$28.66
	Relief Building Inspector	\$77.13
	Relief Helicopter Pilot	\$43.87
	Relief Parking Control Officer I	\$23.89
	Relief Parking Control Officer II	\$26.48
	Relief Parking Control Officer III	\$29.11
	Relief Senior Building Inspector	\$100.79
	Relief Telephone Operator	\$20.60
	Senior Building Inspector	\$100.79
	Senior Lifeguard I	\$18.27
	Senior Lifeguard II	\$19.11
	Senior Lifeguard III	\$20.10
	Senior Lifeguard IV	\$21.07
	Senior Relief Helicopter Pilot	\$48.47
	Sports Official	\$24.21
	Student Intern	\$15.68
	Tree Inspector	\$26.35
	Video Operations Assistant I	\$23.40
	Video Operations Assistant II	\$24.55
	Video Operations Assistant III	\$25.81
	Video Operations Assistant IV	\$27.10
	Video Operations Assistant V	\$28.46
	Video Project Specialist I	\$31.19
	Video Project Specialist II	\$52.00

HOURLY RATED PART TIME EMPLOYEES

Schedule "B"	Job Description	EFFECTIVE DATE 6/26/2022
	Administrative Specialist I	\$28.94
	Administrative Specialist II	\$30.36
	Administrative Specialist III	\$31.89
	Administrative Specialist IV	\$33.49
	Administrative Specialist V	\$35.18
	Aquatics Safety Instructor I	\$15.71
	Aquatics Safety Instructor II	\$16.49
	Aquatics Safety Instructor III	\$17.02
	Aquatics Safety Instructor IV	\$17.81
	Aquatics Specialist I	\$21.02
	Aquatics Specialist II	\$22.07
	Aquatics Specialist III	\$23.15
	Aquatics Specialist IV	\$24.33
	Audio Visual Associate	\$19.80
	Capital Project Clerk	\$18.82
	Community Services Leader II	\$15.68
	Community Services Leader III	\$17.67
	Community Services Leader IV	\$19.57
	Community Services Officer I	\$28.81
	Community Services Officer II	\$30.24
	Community Services Officer III	\$31.78
	Community Services Officer IV	\$33.37
	Community Services Officer V	\$35.03
	Community Services Specialist	\$22.81
	Construction Inspector	\$58.03
	Graphic Design Aide I	\$24.74
	Graphic Design Aide II	\$28.21
	Interim Tree & Hardscape Supervisor	\$49.13
	Legislative Technician I	\$39.39
	Legislative Technician II	\$42.84
	Maintenance Services Aide II	\$15.80
	Maintenance Services Aide III	\$17.31
	Maintenance Services Aide IV	\$19.47
	Maintenance Trainee I	\$18.55
	Maintenance Trainee II	\$19.47
	Management Trainee I	\$22.28
	Management Trainee II	\$23.40
	Media Aide	\$18.90
	Media Production Center Tech B	\$48.96

Schedule "B"	Job Description	EFFECTIVE DATE 6/26/2022
	Paratransit Communication Operator	\$22.81
	Paratransit Vehicle Operator I	\$15.68
	Paratransit Vehicle Operator II	\$16.10
	Paratransit Vehicle Operator III	\$17.67
	Paratransit Vehicle Operator IV	\$19.57
	Paratransit Vehicle Operator V	\$22.81
	Parking Enforcement Technician I	\$22.47
	Parking Enforcement Technician II	\$24.92
	Project Architect	\$66.03
	Project Management Assistant	\$24.94
	Relief Telephone Operator/Service Receptionist	\$19.41
	Senior Aquatics Guard I	\$17.11
	Senior Aquatics Guard II	\$18.50
	Senior Aquatics Guard III	\$18.82
	Senior Aquatics Guard IV	\$19.74
	Senior Community Services Specialist	\$33.15
	Service Request Representative I	\$22.58
	Service Request Representative II	\$23.72
	Service Request Representative III	\$24.94
	Support Services Clerk I	\$22.50
	Support Services Clerk II	\$23.61
	Support Services Clerk III	\$24.78
	Support Services Clerk IV	\$26.02
	Video Operations Specialist	\$32.33
	Video Operations Technician I	\$22.01
	Video Operations Technician II	\$23.12
	Video Operations Technician III	\$24.30
	Video Operations Technician IV	\$25.49
	Video Operations Technician V	\$26.79
	Water Resources Intern I	\$19.87
	Water Resources Intern II	\$20.89

HOURLY RATED PART TIME EMPLOYEES

Schedule "A"	Job Description	EFFECTIVE 06/25/2023
	Administrative Aide	\$16.23
	Cashier-Clerk	\$16.25
	CATV Production Assistant	\$20.78
	CATV Production Intern	\$18.57
	Clerk Typist I	\$17.42
	Clerk Typist II	\$18.34
	Clerk Typist III	\$19.23
	Clerk Typist IV	\$20.15
	Clerk Typist V	\$21.17
	Clerk Typist VI	\$22.23
	Crossing Guard I	\$17.45
	Crossing Guard II	\$18.38
	Crossing Guard III	\$19.26
	Crossing Guard IV	\$20.24
	DASH Dispatcher	\$21.52
	DASH Transportation Driver II	\$17.72
	DASH Transportation Driver III	\$19.41
	DASH Transportation Driver IV	\$21.49
	DASH Transportation I Driver-in-Training	\$16.23
	Intern I	\$21.72
	Intern II	\$22.84
	Lifeguard/Swim Instructor I	\$17.36
	Lifeguard/Swim Instructor II	\$18.23
	Lifeguard/Swim Instructor III	\$18.82
	Lifeguard/Swim Instructor IV	\$19.69
	Locker Attendant	\$16.23
	Maintenance Aide I	\$16.23
	Maintenance Aide II	\$17.72
	Maintenance Aide III	\$19.41
	Media Production Center Tech A	\$53.82
	Pool Manager I	\$23.09
	Pool Manager II	\$24.25
	Pool Manager III	\$25.44
	Pool Manager IV	\$26.72
	Public Works Inspector	\$59.32
	Recreation Leader I	\$16.23
	Recreation Leader II	\$17.72
	Recreation Leader III	\$19.41
	Recreation Leader IV	\$21.52
	Recreation Specialist I	\$25.06
	Recreation Specialist II	\$30.32
	Relief Administrative Clerk I	\$24.98
	Relief Administrative Clerk II	\$27.51

Schedule "A"	Job Description	EFFECTIVE 06/25/2023
	Relief Administrative Clerk III	\$29.66
	Relief Building Inspector	\$79.83
	Relief Helicopter Pilot	\$45.41
	Relief Parking Control Officer I	\$24.73
	Relief Parking Control Officer II	\$27.41
	Relief Parking Control Officer III	\$30.13
	Relief Senior Building Inspector	\$104.32
	Relief Telephone Operator	\$21.32
	Senior Building Inspector	\$104.32
	Senior Lifeguard I	\$18.91
	Senior Lifeguard II	\$19.78
	Senior Lifeguard III	\$20.80
	Senior Lifeguard IV	\$21.81
	Senior Relief Helicopter Pilot	\$50.17
	Sports Official	\$25.06
	Student Intern	\$16.23
	Tree Inspector	\$27.27
	Video Operations Assistant I	\$24.22
	Video Operations Assistant II	\$25.41
	Video Operations Assistant III	\$26.71
	Video Operations Assistant IV	\$28.05
	Video Operations Assistant V	\$29.46
	Video Project Specialist I	\$32.28
	Video Project Specialist II	\$53.82

HOURLY RATED PART TIME EMPLOYEES

Schedule "B"	Job Description	EFFECTIVE 06/25/2023
	Administrative Specialist I	\$29.95
	Administrative Specialist II	\$31.42
	Administrative Specialist III	\$33.01
	Administrative Specialist IV	\$34.66
	Administrative Specialist V	\$36.41
	Aquatics Safety Instructor I	\$16.26
	Aquatics Safety Instructor II	\$17.07
	Aquatics Safety Instructor III	\$17.62
	Aquatics Safety Instructor IV	\$18.43
	Aquatics Specialist I	\$21.76
	Aquatics Specialist II	\$22.84
	Aquatics Specialist III	\$23.96
	Aquatics Specialist IV	\$25.18
	Audio Visual Associate	\$20.49
	Capital Project Clerk	\$19.48
	Community Services Leader II	\$16.23
	Community Services Leader III	\$18.29
	Community Services Leader IV	\$20.25
	Community Services Officer I	\$29.82
	Community Services Officer II	\$31.30
	Community Services Officer III	\$32.89
	Community Services Officer IV	\$34.54
	Community Services Officer V	\$36.26
	Community Services Specialist	\$23.61
	Construction Inspector	\$60.06
	Graphic Design Aide I	\$25.61
	Graphic Design Aide II	\$29.20
	Interim Tree & Hardscape Supervisor	\$50.85
	Legislative Technician I	\$40.77
	Legislative Technician II	\$44.34
	Maintenance Services Aide II	\$16.35
	Maintenance Services Aide III	\$17.92
	Maintenance Services Aide IV	\$20.15
	Maintenance Trainee I	\$19.20
	Maintenance Trainee II	\$20.15
	Management Trainee I	\$23.06
	Management Trainee II	\$24.22
	Media Aide	\$19.56
	Media Production Center Tech B	\$50.67
	Paratransit Communication Operator	\$23.61

Schedule "B"	Job Description	EFFECTIVE 06/25/2023
	Paratransit Vehicle Operator I	\$16.23
	Paratransit Vehicle Operator II	\$16.66
	Paratransit Vehicle Operator III	\$18.29
	Paratransit Vehicle Operator IV	\$20.25
	Paratransit Vehicle Operator V	\$23.61
	Parking Enforcement Technician I	\$23.26
	Parking Enforcement Technician II	\$25.79
	Project Architect	\$68.34
	Project Management Assistant	\$25.81
	Relief Telephone Operator/Service Receptionist	\$20.09
	Senior Aquatics Guard I	\$17.71
	Senior Aquatics Guard II	\$19.15
	Senior Aquatics Guard III	\$19.48
	Senior Aquatics Guard IV	\$20.43
	Senior Community Services Specialist	\$34.31
	Service Request Representative I	\$23.37
	Service Request Representative II	\$24.55
	Service Request Representative III	\$25.81
	Support Services Clerk I	\$23.23
	Support Services Clerk II	\$24.44
	Support Services Clerk III	\$25.65
	Support Services Clerk IV	\$26.93
	Video Operations Specialist	\$33.46
	Video Operations Technician I	\$22.78
	Video Operations Technician II	\$23.93
	Video Operations Technician III	\$25.15
	Video Operations Technician IV	\$26.38
	Video Operations Technician V	\$27.73
	Water Resources Intern I	\$20.57
	Water Resources Intern II	\$21.62

Employee Benefits and Compensation of City Unrepresented Hourly-Rated Part-Time Officers and Employees

Schedule A Employees
Schedule B Employees

- **Compensation:** Effective on the first payroll in July 2022 the City shall grant an increase of 4.5% and effective on the first payroll in July 2023 the City shall grant an increase of 3.5%. Additionally, The City shall grant a one-time lump sum payment to employees who meet the designated parameters. Employees meeting the designated parameters will be eligible to receive \$1 for every hour worked during FY 2021-2022. The designated parameters are the following:
 - Be an active employee who has worked 100 hours or more during FY 2021-2022 **and**
 - Have actively worked during January 2022 – June 2022

- **Retirement System:** PERS Member Contributions. Employees who fall under the “Classic Member” category as defined by the California Public Employees’ Pension Reform Act of 2013 (PEPRA) will pay 4.25% of the employee member contribution (EPMC). The City will pay 2.75% of the EPMC and include its value in the salary reported to CalPERS. Effective the first payroll in July 2023, Employees who fall under the “Classic Member” category as defined by the California Public Employees’ Pension Reform Act of 2013 (PEPRA) will pay 4.75% of the employee member contribution (EPMC). The City will pay 2.25% of the EPMC and include its value in the salary reported to CalPERS

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

COUNCIL AGENDA

July 12, 2022

TO: The Honorable Mayor and City Council

SUBJECT: Adoption of Resolution Paying and Reporting the Value of Employer Paid Member Contribution for City Officers and Employees

INTRODUCTION

This resolution establishes the payment and reporting of Employer Paid Member Contribution (EPMC) to the California Public Employees Retirement System (CalPERS) for “Classic Members,” effective the first payroll in July 2022.

STATEMENT OF FACT

City officers and employees are those employees that fall under the following category:


- Executive Management Officers
- Management and Administrative Officers
- Supervisory and Junior Administrative Employees
- General and Miscellaneous Employees
- Part-time Schedule B Employees

The following benefit terms will be effective the first payroll in July 2022, with the adoption of this resolution:

- Retirement System – Employees who fall under the “Classic Member” category as defined by the California Public Employees’ Pension Reform Act of 2013 (PEPRA) will pay 4.25% of the employee member contribution (EPMC). The City will pay 2.75% of the EPMC and include its value in the salary reported to CalPERS.

RECOMMENDATION

It is recommended that the City Council adopt the proposed resolution.


Thaddeus McCormack
City Manager

RESOLUTION NO. 2022-48

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD ESTABLISHING PAYING AND REPORTING THE VALUE OF EMPLOYER PAID MEMBER CONTRIBUTION FOR CITY OFFICERS AND EMPLOYEES

WHEREAS, the Lakewood City Council has the authority to implement Government Code Section 20636(c) (4) pursuant to Section 20691;

WHEREAS, the Lakewood City Council has a written labor policy or agreement, which specifically provides for the normal member contributions to be paid by the employer, and reported as additional compensation;

WHEREAS, one of the steps in the procedures to implement Section 20691 is the adoption by the Lakewood City Council of a Resolution to commence paying and reporting the value of said Employer Paid Member Contributions (EPMC);

WHEREAS, the Lakewood City Council has identified the following conditions for the purpose of its election to pay EPMC;

- This benefit shall apply to all city officers and employees who fall under the “Classic Member” category as defined by the California Public Employees’ Pension Reform Act of 2013 (PEPRA).
- This benefit shall consist of paying 2.75% of the normal contributions as EPMC, and reporting the same percent (value) of compensation earnable** {excluding Government Code Section 20636(c) (4)} as additional compensation.
- The effective date of this Resolution shall be the first payroll in July 2022.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lakewood elects to pay and report the value of EPMC, as set forth above.

ADOPTED AND APPROVED THIS 12TH DAY OF JULY, 2022.

Mayor

ATTEST:

City Clerk

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

Public Hearings

COUNCIL AGENDA

July 12, 2022

TO: The Honorable Mayor and City Council

SUBJECT: Delinquent Fees and Charges for Garbage, Waste and Refuse

INTRODUCTION

The City Council reaffirmed the policy relative to unpaid charges for garbage, waste and refuse accounts at their regular meeting of May 24, 2022. The City Council adopted Resolution 2022-26 directing the Director of Finance and Administrative Services to prepare a Report of Delinquent Fees as of May 31, 2022, and setting a public hearing date.

STATEMENT OF FACT

The attached notice of public hearing has been mailed to all property owners owing at least two months of service or more (minimum of \$49.00) as of May 31, 2022. Staff mailed 426 notices, representing \$84,220.10 in delinquent charges. As a result of these notices, payments have been made reducing the revised delinquent charges to \$70,472.72 (as of the time this report was written). The final lien amount will likely be lower as additional payments are anticipated through July 31, 2022, the last day prior to placing the lien on the tax roll. Staff will provide a report with updated figures on Tuesday evening.

A comparison of this year with the preceding three years is shown below:

	<u>2022 Lien</u> <u>2021-22</u>	<u>2021 Lien</u> <u>2020-21</u>	<u>2020 Lien</u> <u>2019-20</u>	<u>2019 Lien</u> <u>2018-19</u>
Notices Mailed:	426	432	410	464
Delinquent Accounts as of Public Hearing:	334*	210	253	273
Liens Recorded at County:	TBD	198	195	264
	\$70,472.72*	\$42,486.94	\$41,502.37	\$48,240.08

*As of the time this report was written

Delinquent Fees and Charges for Garbage, Waste and Refuse

July 12, 2022


Page 2

While the majority of the proposed lien amounts are less than \$294 (approximately one year's worth of basic service charges for most accounts), accounts with a greater lien amount largely include other unpaid fees/charges (i.e. additionally requested trash bins, bounced checks, etc.). Lastly, it is important to note that those parcels which have been transferred/conveyed to bona fide purchasers will be removed from the list.

STAFF RECOMMENDATION

It is recommended that the City Council conduct a public hearing and adopt the Resolution confirming the Report of Delinquent Fees.


Jose Gomez
Director of Finance & Administrative Services


Thaddeus McCormack
City Manager

RESOLUTION NO. 2022- 49

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD CONFIRMING THE REPORT OF DELINQUENT FEES AND CHARGES FOR GARBAGE, WASTE AND REFUSE COLLECTION AND DISPOSAL WITHIN THE CITY OF LAKEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, MAY 31, 2022

WHEREAS, the City Council of the City of Lakewood, in accordance with the provisions of Chapter 3 of Article V of the Lakewood Municipal Code, commencing with Section 5300, did on and prior to May 31, 2022, provide to and remove from the parcels of land described on the Report, attached hereto and made a part hereof, the collection of garbage, waste, and refuse, and for which a fee was charged pursuant to the terms and provisions of the Lakewood Municipal Code; and

WHEREAS, said fees and charges for said services so provided by the City of Lakewood, and as hereinafter set forth, have remained unpaid for a period of sixty (60) or more days after the date upon which they were billed; and

WHEREAS, the City of Lakewood on May 24, 2022, by Resolution Number 2022-26 directed the Director of Finance and Administrative Services to prepare a Report of Delinquent Fees as of May 31, 2022, of at least two months of service or more, and to report upon the same at the time of the public hearing thereon set for July 12, 2022 at 7:30 p.m., in the City Council Chambers of the City of Lakewood, 5000 Clark Avenue, Lakewood, California; and

WHEREAS, pursuant to said direction of the City Council of the City of Lakewood the Director of Finance and Administrative Services has prepared such a Report, and caused the same to be filed in her office, and the City Clerk has, in accordance with Section 25831 of the Government Code of the State of California, and the direction of the City Council, given notice in writing by mail to the landowners listed on the Report not less than ten days prior to the date of said hearing; and

WHEREAS, the City Council did hear any objection or protest of landowners liable to be assessed for said delinquent fees at a regular meeting of the City Council meeting and a said hearing held for that purpose on July 12, 2022; and

WHEREAS, said Report, as prepared by the Director of Finance and Administrative Services with such revisions or corrections to the Report made by the City Council as it deems just at said hearing, should be confirmed as hereinafter set forth, and a certified copy of the confirmed Report filed with the Los Angeles County Auditor-Controller and the amount thereof collected at the same time and in the same manner as ad valorem taxes are collected, and shall be subject to the same penalties and the same procedures and sale;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKEWOOD THAT:

SECTION 1. The Report of the Director of Finance and Administrative Services of Delinquent Garbage, Waste, Refuse and Disposal Fees within the City of Lakewood, California, of at least two months of service or more existing on May 31, 2022, as amended and revised and attached hereto, is hereby confirmed and approved. The delinquent fees therein set forth are confirmed and shall constitute a special assessment against the respective parcels of land as therein stated, and are a lien of said respective parcels of land in the amount of such delinquent fees. The City Clerk is directed to file a certified copy of said Confirmed Report attached hereto with the County Auditor-Controller for the amount of the respective assessments against the respective parcels of land, as they appear on the current assessment rolls. The City Clerk is further directed to forward a copy of this resolution with said Confirmed Report attached thereto to the County Auditor-Controller so that the same may be collected at the same time and in the same manner as ordinary ad valorem taxes are collected, and shall be subject to the same penalties and the same procedure and sale, in case of delinquency, as provided for such taxes. All laws applicable to the levy, collection and enforcement of ad valorem taxes shall be applicable to such assessments, and further subject to the terms and provisions of Section 25831 of the Government Code of the State of California.

SECTION 2. Said assessment shall constitute a lien against the property if not paid prior to the delivery of such Report to the County Auditor-Controller. Any assessment paid on or before the delivery of such Report to the County Auditor-Controller may be deleted by the City Clerk prior to delivery of such Report.

SECTION 3. If any real property to which such lien would be attached has been transferred or conveyed to a bona fide purchaser for value, or if a lien of a bona fide encumbrance for value has been created and attached thereto, prior to the date on which the first installment of such taxes will become delinquent, then the lien which would otherwise be imposed by this section shall not attach to such real property, and the delinquent fees, as confirmed, relating to such property shall be transferred to the unsecured rolls for collection.

SECTION 4. The City Clerk is hereby authorized to certify to said Report, and cause a copy of this Resolution and said Report to be filed with the County Auditor-Controller on or after the 1st day of August, 2022. In any case, where said lien cannot be collected on the tax rolls, the City Clerk is directed to file a Notice of Lien of said assessment in the Office of the County Auditor-Controller and the lien thereby created attached upon recordation of said Notice.

ADOPTED AND APPROVED THIS 12TH DAY OF JULY, 2022.

Mayor

ATTEST:

City Clerk

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

COUNCIL AGENDA

July 12, 2022

TO: The Honorable Mayor and City Council

SUBJECT: Collection of 90-Day Delinquent Administrative Citation Fines

INTRODUCTION

The Lakewood Municipal Code (“LMC”) Section 4900 et seq. provides that unpaid fines related to administrative citations for code violations may be collected by placement of a lien on the property on which the violations occurred, provided the fine owed by the cited party has been delinquent 90 days or more (§ 4908.1).

STATEMENT OF FACT

Between July 1, 2021 and June 30, 2022, the Neighborhood Preservation Division has issued 55 administrative citations related to the abatement of a nuisance as allowed by the LMC (§4900.A). Of those, 35 are still outstanding, and have accumulated delinquent fines totaling \$11,700.00 (Attachment A).

Pursuant to LMC §4908.3 the City Council may conduct a lien hearing to consider the delinquent fines and find that the delinquent fine amounts and related costs are due to the City as cost of nuisance abatement. The City Council shall then allow five days for the property owner to pay the delinquent fine, prior to that amount and related costs becoming a lien on the property and being included in the annual property tax assessment.

Per Section 4908.2 of the LMC, the attached notice of public hearing has been mailed to all property owners with delinquent fines as of June 15, 2022 (Attachment B). The final lien amount will likely be lower as additional payments are anticipated through July 31, 2022, the last day prior to placing the lien on the annual property tax roll. Staff will provide a report with updated figures on Tuesday evening.

STAFF RECOMMENDATION

It is recommended that the City Council:

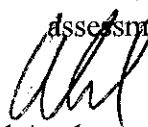
- 1) Conduct a lien hearing pursuant to LMC Section 4908.3 and consider all competent evidence presented related to any outstanding delinquent fine amounts, late fees and related costs from fiscal year 2021-2022;
- 2) Adopt the attached resolution finding that the final list of delinquent 2022 fines and related costs are due to the City as cost of nuisance abatement;
- 3) Order the outstanding delinquent fines to be paid within 5-days; and

Administrative Citation Fines

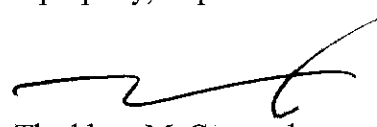
July 12, 2022

Page 2

- 4) Direct staff to forward after 5-days a final list of the unpaid fines to the County Tax Assessor for collection as a lien on the related property, as part of the annual property tax assessment.



Abel Avalos
Community Development Director



Thaddeus McCormack
City Manager

RESOLUTION NO. 2022-50

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD CONFIRMING REPORT OF 90-DAY DELINQUENT ADMINISTRATIVE CITATION FEES WITHIN THE CITY OF LAKEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, JULY 12, 2022

WHEREAS, the City Council of the City of Lakewood, in accordance with the provisions of Chapter 9 of Article IV of the Lakewood Municipal Code, commencing with Section 4900, did lawfully issue administrative citations to the property owners of the properties described in Exhibit 'A' attached to and incorporated in this resolution;

WHEREAS, said administrative citation fees, and as hereinafter set forth, have remained unpaid for a period of ninety (90) or more days after the date upon which they were issued; and

WHEREAS, the Director of Finance and Administrative Services or his designee has given written notice to the cited party of a hearing before the City Council regarding the delinquent fine amount and related costs, and to report upon the same at the time of the public hearing thereon set for July 12, 2022, at 7:30 p.m., at the Lakewood City Hall, 5050 Clark Avenue; and

WHEREAS, pursuant to said direction of the City Council of the City of Lakewood the Director of Finance and Administrative Services, in coordination with the Director of Community Development, has prepared such a Report, and caused the same to be filed with the City Clerk, who has, in accordance with Section 25831 of the Government Code of the State of California, and the direction of the City Council, given notice in writing by mail to the landowners listed on the Report not less than ten days prior to the date of said hearing; and

WHEREAS, the City Council did hear any objection or protest of landowners liable to be assessed for said delinquent fees at said hearing held for that purpose on July 12, 2022; and

WHEREAS, said Report, as prepared by the Director of Community Development with such revisions or corrections to the Report made by the City Council as it deems just at said lien hearing, should be confirmed as hereinafter set forth, and a certified copy of the confirmed Report filed with the Los Angeles County Auditor-Controller and the amount thereof collected at the same time and in the same manner as ad valorem taxes are collected, and shall be subject to the same penalties and the same procedures and sale;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKEWOOD THAT:

SECTION 1. Said administrative citation fees are found to be delinquent by the City pursuant to proceedings under the Lakewood Municipal Code, and the Report of costs on file with the City Clerk as amended and revised and attached hereto, is hereby confirmed and approved as

special assessments against the properties listed in Exhibit “A” hereto. The delinquent fees therein set forth are confirmed and shall constitute a special assessment against the respective parcels of land as therein stated, and are a lien of said respective parcels of land in the amount of such delinquent fees. The City Clerk is directed to file a certified copy of said Confirmed Report attached hereto with the County Auditor-Controller for the amount of the respective assessments against the respective parcels of land, as they appear on the current assessment rolls. The City Clerk is further directed to forward a copy of this resolution with said Confirmed Report attached thereto to the County Auditor-Controller so that the same may be collected at the same time and in the same manner as ordinary ad valorem taxes are collected, and shall be subject to the same penalties and the same procedure and sale, in case of delinquency, as provided for such taxes. All laws applicable to the levy, collection and enforcement of ad valorem taxes shall be applicable to such assessments, and further subject to the terms and provisions of Section 25831 of the Government Code of the State of California.

SECTION 2. Said assessments shall constitute a lien against each listed property if not paid prior to the delivery of such Report to the County Auditor-Controller. Any assessment paid on or before the delivery of such Report to the County Auditor-Controller may be deleted by the City Clerk prior to delivery of such Report.

SECTION 3. If any real property to which such lien would be attached has been transferred or conveyed to a bona fide purchaser for value, or if a lien of a bona fide encumbrance for value has been created and attached thereto, prior to the date on which the first installment of such taxes will become delinquent, then the lien which would otherwise be imposed by this section shall not attach to such real property, and the delinquent fees, as confirmed, relating to such property shall be transferred to the unsecured rolls for collection.

SECTION 4. The City Clerk is hereby authorized to certify to said Report, and cause a copy of this Resolution and said Report to be filed with the County Auditor-Controller on or after the 1st day of August, 2022. In any case, where said lien cannot be collected on the tax rolls, the City Clerk is directed to file a Notice of Lien of said assessment in the Office of the County Auditor-Controller and the lien thereby created attached upon recordation of said Notice.

ADOPTED AND APPROVED THIS 12TH DAY OF JULY, 2022.

Mayor

ATTEST:

City Clerk

EXHIBIT A

Address	APN	Cite #	Date	Amount
5870 Del Amo Blvd	7175-001-026	AC-205	7/8/2021	\$ 100
11849 207th St	7058-012-016	AC-206	7/15/2021	\$ 100
4325 Ladoga Ave	7062-009-023	AC-207	7/16/2021	\$ 200
4325 Ladoga Ave	7062-009-023	AC-213	8/19/2021	\$ 500
6603 Michelson St	7048-004-010	AC-214	8/24/2021	\$ 400
20408 Clarkdale Ave	7058-005-008	AC-217	9/8/2021	\$ 600
20413 Clarkdale Ave	7058-006-015	AC-218	9/8/2021	\$ 400
5963 Clark Ave	7168-031-026	AC-221	9/22/2022	\$ 300
6015 Balfern Ave	7166-017-012	AC-224	9/23/2022	\$ 400
4325 Ladoga Ave	7062-009-023	AC-229	10/6/2021	\$ 500
5819 Bellflower Blvd	7167-029-017	AC-230	11/18/2021	\$ 100
12350 Del Amo Blvd	7057-005-027	AC-232	11/19/2021	\$ 100
12350 Del Amo Blvd	7057-005-027	AC-236	12/3/2021	\$ 200
11305 Lemming St	7060-007-001	AC-239	12/8/2021	\$ 100
11304 Lemming St	7060-011-024	AC-240	12/8/2021	\$ 100
6603 Michelson St	7048-004-010	AC-242	12/8/2021	\$ 800
6458 Nixon St	7048-021-010	AC-244	12/16/2021	\$ 200
5457 South St	7167-029-017	AC-250	1/4/2022	\$ 100
5601 South St	7165-014-001	AC-253	1/11/2022	\$ 200
2717 Deerford St	7152-026-004	AC-254	1/12/2022	\$ 100
5457 South St	7167-029-017	AC-255	1/19/2022	\$ 200
12350 Del Amo Blvd	7057-005-027	AC-257	1/20/2022	\$ 500
4129 Monogram Ave	7062-024-018	AC-258	1/20/2022	\$ 300
11537 216th St	7060-022-009	AC-259	1/27/2022	\$ 200
6603 Michelson St	7048-004-010	AC-260	1/28/2022	\$ 2,000
6905 Carson St	7063-017-029	AC-264	1/28/2022	\$ 100
11305 Lemming St	7060-007-001	AC-265	2/7/2022	\$ 200
20923 Nectar Ave	7059-008-016	AC-266	2/8/2022	\$ 100
6905 Carson St	7063-017-029	AC-269	2/28/2022	\$ 200
2717 Deerford St	7152-026-004	AC-274	3/3/2022	\$ 200
4129 Monogram Ave	7062-024-018	AC-278	3/16/2022	\$ 600
20407 Sylvanwood Ave	7059-002-020	AC-279	3/17/2022	\$ 100
5457 South St	7167-029-017	AC-280	3/22/2022	\$ 500
11305 Lemming St	7060-007-001	AC-282	3/23/2022	\$ 500
2717 Deerford St	2152-026-004	AC-290	4/20/2022	\$ 500

**D
I
V
I
D
E
R

S
H
E
E
T**

Legislation

RESOLUTION NO. 2022-51

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

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

SECTION 1. The following residents of the City of Lakewood are hereby appointed members of the Community Safety Commission for a term of two years terminating with the second Council Meeting in April of 2024:

SECTION 2. The following residents of the City of Lakewood are hereby appointed members of the Planning and Environment Commission for a term of two years terminating with the second Council Meeting in April of 2024:

SECTION 3. The following residents of the City of Lakewood are hereby appointed members of the Recreation and Community Services Commission for a term of two years terminating with the second Council Meeting in April of 2024:

SECTION 4. This Resolution shall be effective on the 12th day of July, 2022. No appointment herein shall be effective until said members take the Constitutional Oath of Office.

ADOPTED AND APPROVED THIS 12TH DAY OF JULY, 2022.

Mayor

ATTEST:

City Clerk

DIVIDER SHEET

COUNCIL AGENDA

July 12, 2022

TO: The Honorable Mayor and City Council

SUBJECT: Citywide Governance Policy

INTRODUCTION

The City has just completed its first phase of a transition to by-district elected council members. The change to election-by-districts does not change the council-manager form of government or the fact that each councilmember gets one vote. It still requires a majority of the council to make policy. But, it can create some confusion and differing expectations by members of the public about what councilmembers should be doing in “their” districts. City councils will be well-served by deciding how they want to govern, how they want to represent all of their community members, and what principles will guide their decisions upon moving to district elections.

STATEMENT OF FACT

During the districting process, the City Council expressed a desire to ensure that once districts were created, the overall governance of the city would not change or be diminished. Staff researched documents describing transitioning from at-large to by-district elections and the governance related matters associated with the transition. Attached is an article from the California City Management Foundation entitled “Transitioning to a Council Elected by Districts: 5 Steps for Fostering Good Government” by Jan Perkins and Rod Gould, which recommends that the Council establish principles and protocols and explain the need as follows: *There will be a variety of expectations about what may be different after council members are elected by district. It will be important to get council members' questions out on the table and then, as a body, create some clear governing principles and protocols. If you spend time early on this (ideally before the election or shortly afterwards), it can save misunderstandings later.*

Council members are likely to have a host of practical questions, such as: how board and commission members are appointed after the full transition to districts; who on the council should be going to what events; how should constituent services be tracked; what should the letterhead say; and, perhaps even whether the Mayor's role changes in any way. Discussing and determining these logistical issues/protocols will occur over time as issues arise in practical terms. However, our research indicates that it is a best practice to establish a governance policy from the outset that makes it clear that while councilmembers will be elected by district, they will serve the entire community and should continue to ensure that resources are used to benefit the city as a whole. Accordingly, the proposed resolution is meant to articulate that philosophy of “citywide governance.”

RECOMMENDATION

Staff recommends the Council review the attached materials and:

1. Adopt the resolution establishing a citywide governance policy; and/or
2. Make changes deemed appropriate.



Thaddeus McCormack
City Manager

Encl: Transitioning to a Council Elected by Districts

RESOLUTION NO. 2022-52

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF LAKEWOOD, CALIFORNIA, APPROVING AND
ESTABLISHING A CITYWIDE GOVERNANCE POLICY
FOR ELECTED OFFICIALS

WHEREAS, on November 16, 2021, the City Council adopted Ordinance No. 2021-6, establishing that future City Council elections will be held by district, and

WHEREAS, governing citywide allows for the continuation of accessible customer service, the most effective use of taxpayer resources, and consistency in City services; and

WHEREAS, all members of the City Council will continue to serve all of the people of Lakewood.

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

1. The City Council will govern on a citywide basis and ensure decisions are made based on the needs and interests of the entire community; and
2. The City Council wishes to remain united in its customer service to the community and providing excellent quality of life for all; and
3. All members of the City Council will help all members of the community regardless of which district residents reside in or from which districts the City Council Members are elected; and
4. Professional management in a strong City Manager/City Council form of government will continue; and
5. In so much that only part of the City is represented by district-elected Council Members (districts 1, 2 & 5) with the final two district elections not occurring until 2024 (districts 3 & 4), all of the City Commissions and board appointments will continue to be made at large until at least 2024, with each Council Member able to nominate appointees from anywhere in the City irrespective of election districts; and
6. Information necessary for the City Council to govern on a citywide basis will be shared with all Council Members; and
7. Resources will continue to be allocated based on long-term strategic planning efforts, with citywide considerations of service levels and financial capacity; and

8. Current practices of inviting all Council Members to events and activities will remain in effect; and

9. The City Council will follow the current practice of the Mayor speaking at events on behalf of the City Council and if not available, the Vice Mayor or other Council Members who are available will speak on behalf of the City Council; and

10. Financial, operational, project, and other information will be presented on a citywide basis and not segregated by election district; and

11. City Council fiscal management, best practices, and city systems will continue to reflect services provided to all residents citywide; and

ADOPTED AND APPROVED THIS 12TH DAY OF JULY, 2022.

Mayor

ATTEST:

City Clerk



CCMF
CALIFORNIA
CITY MANAGEMENT FOUNDATION

**Transitioning to a Council
Elected by Districts: 5 Steps for
Fostering Good Government**

**By: Jan Perkins & Rod Gould
of Management Partners**

This resource is provided for the members of the California City Management Foundation (CCMF) whose mission is to promote and encourage excellence in city management. For more information and to access additional resources, visit www.cacitymanagers.org.



Transitioning to a Council Elected by Districts: 5 Steps for Fostering Good Government

October 2019

California cities are in the midst of a significant transition in how their councilmembers are elected. In November 2018 alone, 57 California cities made the switch from at-large to district elections, with councilmembers chosen by geographical area. Dozens more are in the midst of changing or beginning to explore the idea.

The change to election-by-districts does not change the council-manager form of government or the fact that each councilmember gets one vote. It still requires a majority of the council to make policy. But, it can create some confusion and differing expectations by members of the public about what councilmembers should be doing in “their” districts. City councils will be well-served by deciding how they want to govern, how they want to represent all of their community members, and what principles will guide their decisions upon moving to district elections.

The reasons for the transition and the potential pros and cons are worthy topics for discussion. However, this article seeks to explain what city officials—both elected and professional staff—can do to prepare for such a transition and promote good government principles and practices. Here are five ideas:

1. Establish Council Principles and Protocols

There will be a variety of expectations about what may be different after councilmembers are elected by district. It will be important to get councilmembers' questions out on the table and then, as a body, create some clear governing principles and protocols. If you spend time early on this (ideally before the election or shortly afterwards), it can save misunderstandings later. Councilmembers are likely to have a host of practical questions, such as: how board and commission members are appointed, who on the council should be going to what events, how should constituent services be tracked, who can hold a town hall meeting, what should the letterhead say, and even whether the Mayor's role changes in any way.

Some cities have already had these conversations, such as Concord, Fremont, Santa Clara, Santa Maria and Garden Grove, and examples are readily available. For instance:

- The City of Santa Maria has adopted a resolution stating while council members are elected by district, they will govern at large for the entire community.
<https://www.cityofsantamaria.org/home/showdocument?id=23982>
- The City of Santa Clara has created three principles for governance to guide their decisions, along with a list of protocols to help them on practical issues.
<http://santaclaraca.gov/government/governance>. Their three governance principles are:
 - We all care about and will govern for the entire Santa Clara community.
 - We will follow our Santa Clara ethical values.
 - We will follow our Council-Manager form of government.

2. Discuss Assumptions and Principles with the Management Team

Some staff will have worked in cities with districts, while many will not have. What works and is "normal" procedure in one districted city will not work well in another city, so it will be important for the city manager to have a conversation with his or her senior management. Some staff may assume that they will need to start dividing the capital improvement program up by district because they saw it done that way elsewhere. Others may worry about setting up service hubs in each district. Some will want to know how to handle

councilmember requests for information about services confined to their districts only. The principles of professional management should continue to apply to the staff's work, and the city manager and senior managers need to work through how they will meet changing requests and expectations.

3. Do a Check-In After Some Experience

What councilmembers and the city manager think may happen after districts are in place may not actually materialize.

- It is useful to hold a check-in session with the council and city manager about how things are working, whether the protocols established are the right ones, and whether any tune-ups are needed.
- Members of the public will be learning, too, and what the council and staff have heard from the public during the first few months of having districts will be useful feedback. Some community members may think that "their" councilmember now can independently decide for a district and not fully understand that the governance system remains unchanged of majority votes to decide policy and budget items. So during this check in, there may be communication issues that are raised that will be useful as an action step going forward to educate the public about what is different and what is the same now that councilmembers are elected by district.
- Staff will also have had some experience after a few months and may have some helpful input for this check-in. For instance, there may be more information requests about issues in districts - and IT systems may not be geared in that way, which may require an investment if such information is needed in the future.

4. Set Citywide Priorities

Councils already set annual budgets, and many city councils establish annual or multi-year goals and priorities. With district elections, it is as important as ever to do goal setting for the entire city, with priorities set by the council as a body for the community as a whole. Districts are quite small geographically in most communities, and issues that affect one district most commonly affect other areas of the community as well. So, an integrated citywide approach to goal setting is a good way to focus attention on big-picture issues. It is also a way to steer away from short-term thinking. Annual goal setting can go a long way in helping the Council serve as a unified body.

5. Build Your Bench

Encouraging residents to engage in civic participation is important for a healthy local government, and may be even more so once district elections are in place. Residents who are familiar with city government through their work in citizen academies, boards, task forces, committees and commissions often make effective councilmembers because they have developed the skills and vision needed to represent a district and the city effectively. A city council and city manager can provide leadership by ensuring that your city has multiple opportunities for residents to serve and encouraging a wide cross-section of them to do so.

The switch from at-large to district elections is a change in how councilmembers are elected. It is not a change in the fundamentals of decision-making by majority, the council/manager form of government, a desire for staff professionalism, or the fundamentals of good government. The change does not have to be scary, but it is wise to be proactive in planning for it and taking steps to decide how the council and city manager want city government to operate.

The point should be to retain a high-functioning local government that responds effectively to its constituents, no matter how they elect their representatives. Resources such as, "Attributes of Exceptional Councils" by the Institute for Local Government can be good reminders that the business of local government remains to serve everyone in the community, regardless of how councilmembers are elected.

https://www.ca-ilg.org/sites/main/files/file-attachments/exceptional_councils_6.21.pdf

Copyright © 2019 All Rights Reserved.

No part of this document may be reproduced without written permission.

California City Management Foundation

P.O. Box 221537

Newhall, CA 91322

<https://www.cacitymanagers.org/>

*If you are a California City Manager but not a CCMF member, we invite you to join.
Membership information can be found at www.cacitymanagers.org.*

DIVIDER SHEET

Reports

ORGANIZATIONAL APPOINTMENTS

ORGANIZATIONS	2022-23	REVISED 2022-23
California Contract Cities Association	Wood – Rep. Pe – Alt.	Wood – Rep. Pe – Alt.
California Joint Powers Insurance Authority	Croft – Rep. Wood – Alt.	Croft – Rep. Wood – Alt.
Council of Governments Organizations		
1. Southern California Association of Governments (SCAG)		
a. Representative		
b. General Assembly (Annual Conference) ²	Pe – Rep. Stuckey – Alt.	Pe – Rep. Chase – Alt.
2. Gateway Cities COG Board	Pe – Rep. Rogers – Alt.	Pe – Rep. Rogers – Alt.
Greater Los Angeles County Vector Control District ³	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	Pe – Rep. Stuckey – Alt.	Pe – Rep. Chase – Alt.
2. L.A. County City Selection Committees ⁴	Croft – Rep. Rogers – Alt.	Croft – Rep. Rogers – Alt.
3. Annual League Conference ²	Stuckey – Rep. Croft – Alt.	Chase – Rep. Croft – Alt.
L.A. County Sanitation Districts 3 & 19 ¹	Croft – Rep. Pe – Alt.	Croft – Rep. Pe – Alt.
Southeast Water Coalition	Rogers – Rep. Stuckey – Alt.	Rogers – Rep. Chase – Alt.
Southeast Resource Recovery Facility (SERRF) Joint Powers Authority ⁵	Wood - Rep. Croft - Alt.	Wood - 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 2024

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

5 - Three-year term expiring in 2025.

COMMITTEE APPOINTMENTS

STANDING COMMITTEES	2022-23	REVISED 2022-23
Intergovernmental Relations ¹	Croft - Chair Pe - Member	Croft - Chair Pe - Member
Lakewood Schools	Rogers - Chair Stuckey - Member	Rogers - Chair Chase - Member
Environmental Management	Pe - Chair Wood - Member	Pe - Chair Wood - Member
Public Safety ²	Rogers - Chair Croft - Member	Rogers - Chair Croft - Member
Park Development	Wood - Chair Pe - Member	Wood - Chair Pe - Member
Water Resources	Pe - Chair Croft - Member	Pe - Chair Croft - Member
Community Promotion	Stuckey - Chair Pe - Member	Chase - Chair Pe - Member
Economic Development ³	Croft - Chair Wood - Member	Croft - Chair Wood - Member
Hall of Fame – Board of Electors	Wood - Chair	Wood - Chair
Audit ⁴	Stuckey - Chair Rogers - Member	Chase - Chair Rogers - Member
Capital Improvement Plan	Croft - Chair Wood - Member	Croft - Chair Wood - Member
Race, Equity, Diversity and Inclusion	Pe - Chair Croft - Member	Pe - Chair Croft - Member

1 – Current Mayor and Vice Mayor (since 1999)

2 - Includes License & Permit Hearing Board

3 – Current Mayor and Previous Mayor

4 - Comprise Members of Measure L Committee (per Bylaws)

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

*Housing
Successor*

**CITY OF LAKEWOOD SUCCESSOR AGENCY - HOUSING
FUND SUMMARY 6/23/2022**

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

3901	HOUSING SUCCESSOR AGENCY	18,100.00
		18,100.00

Council Approval

Date

City Manager

Attest

City Clerk

Director of Finance and Administrative Services

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

CHECK DATE	VENDOR NAME	CHECK AMOUNT
06/23/2022	CHICAGO TITLE CO	100.00
06/23/2022	ESCOBAR, LINDA & JOSE	18,000.00
	Totals:	18,100.00