

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

March 28, 7:30 p.m.

ADJOURNED MEETING:

6:00 p.m.

ACCESSORY DWELLING UNIT (ADU) LEGISLATION UPDATE

EXECUTIVE BOARD ROOM

- Staff recommends the City Council direct staff to present the 2023 ADU Ordinance as currently prepared to PEC for their review on April 6, 2023; direct staff to include in the 2023 Update Ordinance additional ADU standards as discussed, for review by the City Council in the future; and direct staff to conduct a study of Lakewood lots to identify front yard constraints to ADU development and to review responses of other jurisdictions to front yard ADUs. This will include review of parking and trash cart impacts, including possible regulation modifications.

CALL TO ORDER

INVOCATION: Pastor Donald Turner, Acts Community Bible Church

PLEDGE OF ALLEGIANCE: Boy Scout Troop 134

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

ANNOUNCEMENTS AND PRESENTATIONS:

Welcome to new Superintendent Ruben Frutos and new Board Member Alicia Anderson of the Paramount Unified School District

ROUTINE ITEMS:

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

RI-1 MEETING MINUTES - Staff recommends City Council approve Minutes of the Meeting held March 14, 2023

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

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

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

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ROUTINE ITEMS: - Continued

- RI-5 MEETING REPORTS AND AUTHORIZATIONS PURSUANT TO AB1234 - Staff recommends City Council receive and file the report.
- RI-6 MONTHLY REPORT OF INVESTMENT TRANSACTIONS - February 2023 - Staff recommends City Council receive and file the report.
- RI-7 FINDING AND DETERMINING THAT THERE IS A NEED TO CONTINUE TAKING EMERGENCY ACTION REGARDING THE NEED TO MAKE REPAIRS TO THE BOLIVAR PARK STORMWATER CAPTURE BUILDING AND EQUIPMENT; RESOLUTION NO. 2023- 15- Staff recommends City Council adopt proposed resolution.
- RI-8 NOTICE OF COMPLETION – MAJOR & COLLECTOR STREET PAVING FY22 - PW 22-01 - Staff recommends City Council accept the work constructed by R.J. Noble Company of Orange in the amount of \$5,631,165.67 and authorize the City Clerk to file the Notice of Completion for the project.
- RI-9 FUND EXCHANGE AGREEMENT WITH METRO - Staff recommends City Council approve a Funding Exchange Agreement with Los Angeles County Metropolitan Transportation Authority that exchanges \$489,153 of City STPL funds and \$374,607 of HIP funds for a net (after 2% fee) of \$846,485 of Metro Local Transportation funds and authorize the City Manager to sign the Agreement subject to approval of form by the City Attorney.
- RI-10 AUTHORIZE PURCHASE OF FF&E AND DELIVERY AND ATTACHMENT OF MODULAR OFFICE UNITS FOR COMMUNITY DEVELOPMENT (CD) AND PUBLIC WORKS (PW) - Staff recommends the City Council authorize staff to purchase the removal/relocation of the existing office trailer and delivery/placement of a new modular office unit by Pacific Mobile Structures Inc. in an amount not-to-exceed \$61,882.76, and authorize the Mayor to sign the proposal; and authorize staff to purchase the FF&E for the CD/PW modular office unit from Interior Motions in an amount not-to-exceed \$100,542.45, and authorize the Mayor to sign the proposal.
- RI-11 APPROVE TRANSFER AGREEMENT WITH THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT – SAFE CLEAN WATER PROGRAM FOR REGIONAL PROGRAM FUNDS FOR LAKEWOOD EQUESTRIAN CENTER - Staff recommends the City Council approve the transfer agreement for Lakewood Equestrian Center establishing terms and conditions for the transfer of Safe, Clean Water Program funds to the City of Lakewood, and authorize the Mayor to sign the transfer agreements for Lakewood Equestrian Center with the Los Angeles County Flood Control District to receive funds through the Safe, Clean Water Program.
- RI-12 APPROVAL OF AMENDMENT NO. 1 TO THE AGREEMENT WITH THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT FOR CATCH BASIN TRASH EXCLUDER MAINTENANCE - Staff recommends the City Council approve Amendment No. 1 to the Agreement with Los Angeles County Flood Control District for catch basin CPS maintenance; and authorize the Mayor to sign the Amendment No. 1 to the Agreement with the Los Angeles County Flood Control District for catch basin CPS maintenance.
- RI-13 ARCHIVING INFORMATION MANAGEMENT SERVICES AUTHORIZATION – ARC DOCUMENT SOLUTIONS - Staff recommends the City Council authorize work for the Public Works File Digitization and Indexing per ARC Document Solutions' proposal dated March 10, 2023, in an amount not-to-exceed \$48,853.50, and authorize the Mayor to sign the proposal; and authorize staff to approve a cumulative total of contract change orders, as needed, not-to-exceed \$5,000.

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REPORTS:

- 3.1 DROUGHT CONDITIONS AND DRINKING WATER REGULATORY UPDATE - Staff recommends the City Council receive and file the report.
- 3.2 VOLUNTEER PROGRAM ANNUAL REPORT - Staff recommends City Council receive and file the Volunteer Program Annual Update.

AGENDA

LAKWOOD HOUSING SUCCESSOR AGENCY

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

ORAL COMMUNICATIONS:

ADJOURNMENT

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

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Adjourned

COUNCIL AGENDA

March 28, 2023

TO: Honorable Mayor and City Council

SUBJECT: Study Session on proposed ADU Regulations per new state laws

PURPOSE AND OBJECTIVES OF STUDY SESSION

The purpose of this Study Session is to inform, to seek advice and obtain direction from the City Council regarding necessary modifications to local regulations about the construction and use of Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs) in the City of Lakewood to legally conform to recent state laws. The objectives of this Study Session are threefold:

1. **Proposed 2023 ADU Ordinance.** Review the proposed ADU Ordinance to be considered by the PEC on April 6, 2023. Response to state laws effective on January 1, 2023, is necessary to maintain local standards. The proposed PEC staff report, and ordinance are attached. State HCD (Housing and Community Development) is required to review this Ordinance after adoption.

2. **Proposed 2023 Update Ordinance.** Review possible additional regulation modifications that will be developed and included in an update ordinance that will define other regulation changes and additions that will assist in controlling and limiting ADU/JADU construction. This Ordinance would not require HCD review.

3. **Direct Staff to Study Additional Modifications.** Staff is seeking direction to study additional measures that will discourage some objectionable ADU construction that is currently allowed. Staff is trying to control ADUs where possible.

INTRODUCTION

Current Status. The Lakewood ADU regulations were last updated in 2020. There are many changes to state ADU law in last 2-3 years. A non-resident property owner may develop up to three units on any SFR lot that allows or currently has a single-family dwelling unit, including those that are non-conforming. Allowed are a primary dwelling unit, an ADU and either a SB9 primary dwelling unit or a second ADU. A resident property owner may also have a JADU as a fourth unit. In the MFR zone district or in a future Mixed-Use zone district a property with an existing multifamily attached duplex or more may have 2 detached units and at least one more ADU created from existing attached uninhabitable space (*e.g., garages*) and up to one more for every four units on the property. Three additional ADUs is the minimum allowed. More ADUs can be constructed provided they do not exceed twenty-five percent (25%) of the number of existing primary units, as rounded down. (*e.g., 8-11 units allows 2 ADUs, whereas 12 allows 3 ADUs, plus the 2 allowed detached ADUs.*)

Current Production. Currently there are over 350 additional dwelling units (*i.e., ADUs, JADUs, and SB9 second DUs*) proposed; including 121 constructed and occupied, 87 currently permitted and under construction, 104 in Building and Safety Plan Check and 38 under review by Planning. Last year 67 dwelling units were added to the RHNA count and 66 were these.

PROPOSED ADU ORDINANCE

The proposed ADU ordinance is attached. The Ordinance is designed to amend current City standards to properly implement existing and revised state laws (SB 897 – Wieckowski and AB 2221 - Quirk-Silva) that became effective on January 1, 2023. This is immediately necessary in order to preserve local control of “objective standards” adopted in the Lakewood Municipal Code either directly or by reference to the Administrative Manual for Residential Development that guides local development of all residential development including ADUs, JADUs and the SB9 second primary dwelling units (DUs). The proposed ordinance amendments are designed to clarify and protect local expectations for architectural consistency, neighborhood design and accessibility, as follows:

- **Fees.** Authorize fees for ADU applications in future budget considerations.
- **HCD.** Recognizes HCD review after adoption by City Council and the need to develop incentives for ADUs and JADUs as required in the Housing Element.
- **Residency.** Establish residency requirements for ADUs after January 1, 2025. This will limit investor driven ADU development, but will not stop SB9 units. A Notice of Condition deed restriction will also be required to emphasize occupancy and other requirements.
- **60-Day\Timeline.** Reduces maximum allowed processing time from 120 days to 60 “business days.” Limits this only to the Building and Safety plan checks, making planning review a required pre-submittal process. Applications can be denied at any stage with applicants provided with detail written corrections. Resubmittal restarts the 60-day clock.
- **Rental.** Increases rental periods from 30 days to be “31 days or more.” No short-term.
- **Two ADUs.** Allows two ADUs per lot. Per HCD one as conversion and one as new space.
- **JADU Expanded.** Allows JADUs in attached non-habitable spaces (*e.g., garages.*)
- **“R” Occupancy.** Required and justified with a “public health, safety and welfare” finding so that ADUs assured safe construction with all necessary habitable standards.
- **Conversions.** Increase conversion of existing space to be a minimum of 800 square feet, even though it exceeds the current requirement not to exceed 50% of the existing DU space.
- **Front Yard.** Allows construction of an ADU in the front yard setback area to be a minimum of 800 square feet. Staff is working on a set of “objective standards” that will discourage such ADU in front yards. Conflicts with FYLA and Fire 1-hour construction.
- **Height.** Limits the height of any allowed ADU construction in the front yard area to be no more than 25-feet high if attached and 18-feet if detached. Current standard is 35-feet high.
- **Drainage.** Requires all drainage from structures to fall on to subject lot and drain directly to public right-of-way in a manner determined acceptable to the Public Works Director.

Current law deterrents include: Fire Code requires 1-hour or more fire construction rating within 5-foot of any property line, City can ban ADUs based on inadequate utilities (*e.g., sewer*) and Front Yard Landscape Areas (FYLA) directly conflict with Front Yard ADUs.

RECOMMENDATION

DIRECT staff to present the 2023 ADU Ordinance as currently prepared to PEC for their review on April 6, 2023.

PROPOSED 2023 UPDATE ORDINANCE.

A 2023 Update Ordinance is currently being preparing to address concerns regarding existing regulations and new state laws. Among these topics are consideration of standards that would discourage construction of an ADU in the front yard. The Ad Hoc Committee did review these and recommended to bring forward the following ideas:

- **Side Yard Redefined.** Staff proposes to redefine the required side yard setback areas to extend all the way to the front property line, thereby reducing the front yard area from 20' x 50' (1000 SF) on a normal Lakewood lot to be 20' x 42' (840 SF). This redefinition will require modification of uses allowed in the side yard such as walls, fences, and hedges.
- **Front Yard Setback.** Staff proposes a minimum one-foot setback from the sidewalk for allowed ADUs. The City right-of-way is usually 6-inches inside of sidewalk and public safety requires a minimum set back to assure proper drainage and sidewalk safety, as well as sufficient room for any structural foundation work.
- **ADU as Projection.** ADUs are proposed to be allowed only as projections into the front yard and not listed as an allowed use. All other structures will continue to have a 20-foot setback or as otherwise listed in the code. This encourages attached ADUs and not detached ones.
- **Sound Attenuation Safety Glass.** Staff suggests adding a front yard ADU requirement for tempered triple pane glass windows with a Sound Transmission Class rating of 24 or less for any portion of an ADU within 10 feet of a street for sound attenuation and to protect the City sidewalk for shattered glass in the case of either intentional or accidental window breakage.
- **Street Tree Protection.** Staff suggests creating a standard to protect street trees from damage and to protect the City against law suits resulting from damage from street trees. The standard would require any structure to be setback a minimum of 14-feet from any street tree trunk in order to protect the supporting tree roots and branch overhang on to the lot. Currently porches are allowed to project six-feet into the front yard and not impact 14-foot standard.
- **Driveway Visibility Protection.** Creates a 15-foot right angle visibility triangle adjacent to any driveway on or adjacent to a subject lot. This will be required to be kept clear of any obstruction to visibility above 42-inches (*i.e., 3.5 feet*) to facilitate public safety as vehicles back out from such driveways. This promotes vehicular, pedestrian, wheelchair, and other mobility device safety, including children/others on bicycles, tricycles, roller skates and other devices.
- **Fire Code.** Current regulation allows no eaves within 2-feet of any property line and any building portion closer than 5-feet to property line shall have one-hour fire rated construction.
- **Stormwater.** Staff will require all stormwater to drain only on to the subject lot.
- **FYLA.** The Front Yard Landscape Area (FYLA) ordinance requiring a minimum of 40% of the front yard to be permeable and 20% to be organic will directly conflict with the requirements of the new ADU law. This will require further discussion about possible exemption.
- **Swimming Pools.** If property has a pool increase safety standards to commercial level.

RECOMMENDATION:

DIRECT staff to include in the 2023 Update Ordinance additional ADU standards as discussed, for review by the City Council in the future.

AUTHORIZATION TO STUDY ADDITIONAL MODIFICATIONS.

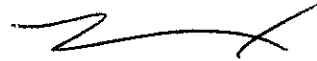
Ad Hoc Committee. The Ad Hoc Committee discussed ADU parking and trash cart problems. Adding a parking space would be another impediment to discourage front yard ADU construction and assist with the ADU parking space short fall. If every residential lot was allowed to have a minimum of two parking spaces in the front yard, staff believes this would dissuade some front yard ADUs. Many properties have two parking spaces in the front yard, while neighboring properties are allowed one. Staff suggests studying the possibility of allowing a minimum of two parking spaces for all Lakewood residential front yards.

The Ad Hoc Committee also suggested allowing a vehicle with disabled license plates or a disabled placard to park five-feet away from a side property line on a paved area.

RECOMMENDATION:

DIRECT staff to conduct a study of Lakewood lots to identify front yard constraints to ADU development and to review responses of other jurisdictions to front yard ADUs. This will include review of parking and trash cart impacts, including possible regulation modifications.

Abel Avalos *AA/CKK*
Community Development Director


Thaddeus McCormack
City Manager

Attachments:

- 2023 ADU Ordinance

ORDINANCE NO. 2023 – PEC VERSION

AN ORDINANCE OF THE CITY OF LAKEWOOD AMENDING
ARTICLE IX OF THE LAKEWOOD MUNICIPAL CODE
PERTAINING TO STANDARDS, REVIEW PROCEDURES
AND REGULATIONS FOR ACCESSORY DWELLING UNITS
AND JUNIOR ACCESSORY DWELLING UNITS

WHEREAS, new state laws which became effective on January 1, 2023, will impact local control over the approval process and the design and use of Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs); and

WHEREAS, those laws provide that, beginning on January 1, 2023, and until a local jurisdiction adopts local laws in conformance with those new state laws, the local rules for approval and the ability to apply local objective design standards to Accessory Dwelling Units and Junior Accessory Dwelling Units will default to the state laws and standards for all purposes; and

WHEREAS, the purpose of this Ordinance is to update and modify current City development standards and authorize any allowed processing fees, regarding the construction of ADUs and JADUs as necessary to conform to the current state law and policy, as effective on January 1, 2023, and by reference to those state laws, as amended from time to time thereafter, in order to better facilitate urban construction and knowledge of ADU objective standards.

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

SECTION 1. The City Council hereby finds and determines that each of the findings set forth above is true and correct.

SECTION 2. INTENT. Article IX of the Lakewood Municipal Code is hereby amended as provided in this Ordinance to revise standards and regulations for Accessory Dwelling Units (ADUs) and to revise standards and regulations for Junior Accessory Dwelling Units (JADUs) consistent with recent changes in state laws and pursuant to public hearings before the Planning and Environment Commission and the City Council. This shall include authorization to establish application processing fees for ADUs and JADUs in conformance with California Government Code Section 65852.2 (a) (2) and to impose an ADU property owner residency requirement commencing on January 1, 2025, as allowed by state law.

ADUs are additional independent living quarters that may be constructed on lots zoned for single-family, multiple-family, or mixed uses with residential uses that have existing or concurrently proposed primary dwelling units that exist at the time the ADU construction is completed. An ADU may be either be a conversion of, attached to, or detached from an existing or concurrently proposed primary single-family dwelling or an existing or concurrently proposed attached or detached accessory structure in any zone, irrespective of whether or not it is a permitted

use or that it is a non-conforming use. One new fully detached ADU is allowed per lot in addition to another ADU otherwise allowed by conversion.

Also, an ADU may be a conversion of, attached to, or detached from an existing or concurrently proposed multifamily or mixed-use dwelling unit complex with two or more attached units. In this situation, two fully detached external ADUs are allowed and at least one more internal ADU can then be created from existing or concurrently proposed uninhabitable space (e.g., a garage) within an existing or concurrently proposed Multifamily or Mixed-Use complex with attached residential units. More ADUs can be constructed by this conversion method provided they do not exceed twenty-five percent (25%) of the number of existing primary units (e.g., 8-11 units will allow 2 additional ADUs, whereas 12 will allow 3 additional, plus the 2 detached units.)

A JADU results from the conversion of an existing room or space in an existing or concurrently proposed primary single-family dwelling unit, including an attached garage or other attached accessory structure. A JADU may be constructed on a lot with a single-family dwelling unit and in addition to the two allowed ADUs. It requires the property owner to reside on the property as their primary legal residence and in accordance with a recorded deed restriction.

SECTION 3. PURPOSE. The purpose of this Ordinance is to amend current City standards to properly implement revised state laws that became effective on January 1, 2023, concerning the construction and use of ADUs and JADUs. Among the new state laws adopted in 2022 being addressed by this ordinance are SB 897 (Wieckowski) and AB 2221 (Quirk-Silva). State lawmakers remain concerned about the inadequate supply of affordable housing units in the State of California and find that modifications to the regulations and policies, regarding ADUs and JADUs necessary to encourage the continued addition of such residences as one source of such housing. Among the changes are allowing two ADUs on a lot and allowing at least one minimum 800 square foot ADU on any lot with existing or proposed primary residential uses, including in the front yard and/or conversion of an existing primary dwelling irrespective of the percentage of such a conversion. A maximum of four (4) dwelling units are allowed on any lot existing on January 1, 2022, whether or not it is later subdivided.

It is the intent of the City to implement state law to develop alternative housing units, while maintaining local control of standards to ensure architectural compatibility and consistency of material selection between units on the same lot, accessible site and building design, and maintain street viewable landscaping, where possible in conformance with the new state laws. ADUs and JADUs are an alternative affordable housing option for all tenants and specifically for extended family members, the elderly, the disabled, students, and others that are otherwise economically or physically challenged.

SECTION 4. Subsection 9302.1 of the Lakewood Municipal Code, regarding the definition of Accessory Building is hereby amended to read as follows:

9302.1. ACCESSORY BUILDING. A subordinate building on the lot or building site, the use of which is incidental to that of any primary main building on the lot, and which is used exclusively by the occupants of any primary main building on the lot as allowed by zoning or state law, except for use by tenants of either: 1) an Accessory Dwelling Unit (ADU) as provided

by Section 9302.21a; as further defined currently in California Government Code Section 65852.2, and as it may be subsequently amended from time to time in the future and/or 2) a Junior Accessory Dwelling Unit (JADU) as provided by Section 9302.21b; as further defined currently in California Government Code Section 65852.22, and as it may be subsequently amended from time to time in the future. The ADU and JADU accessory uses are further regulated by the following:

- A. **Definitions.** Words and terms as used in ADU and JADU regulations of this Code are defined as follows:
1. **Human Being.** In the context of property ownership, a “human being” is an individual that is not a corporation or other legal entity and that is otherwise considered to be a legal “person.” A “human being” may be a property owner who owns real property and holds title to that property in their name as: an individual, community property, a member of a joint tenancy, a tenant in common, a trustee or benefactor of a trust or a partner of a partnership, but not as an officer of a corporation or other such legal entity.
 2. **Multifamily Dwelling Unit.** This refers to a unit that is attached to one or more dwelling units on a lot. However, it does not include multiple detached individual dwelling units on a lot zoned for multiple family dwelling units or mixed-use development.
 3. **Multiple-Family.** This term refers to a City established residential zoning district that allows more than two detached or attached primary dwelling units on a lot.
 4. **Objective Standards.** This means standards that involve no personal or subjective judgment by a public official and are uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official prior to submittal.
 5. **Primary Legal Residence.** The primary domicile and permanent home of the property owner as a legal resident of the State of California and as determined by the State of California for the purposes of taxation. Proof of such residency shall be demonstrated by the property owner presenting to the City a current unexpired valid copy of one of the following showing the address of the subject property as their primary legal residence: a California driver’s license, a California Real ID, or other State of California identification card and/or a Federal Government issued United States passport or Military ID.
 6. **Property Owner.** This term includes all persons owning a piece of real property, but may be specifically limited for some regulations to be only an individual “human being,” and it shall include their heirs, successors, and assigns.
- B. **ADU/JADU Occupancy.** An ADU and/or JADU as defined above may be occupied by the property owner or rented/leased by a tenant, who may or may not be affiliated with the primary dwelling unit occupant as a family member. The property owner for the purposes of this section shall be a “human being” who owns the property under their name, and not as a corporation or other legal entity.
1. **ADU.** The property owner of an ADU is required to reside on the property as follows:
 - (a) An ADU permitted prior to January 1, 2025, shall not require the property owner to reside on the property to be issued a permit to construct and/or to rent/lease the ADU to a separate person.
 - (b) An ADU permitted on or after January 1, 2025, shall require the property owner, a human being, to reside on the property in a permitted dwelling unit as their

primary legal residence in order to be issued a permit to construct and/or to rent/lease the ADU to a separate tenant. The property owner, a human being, shall reside either in an ADU or in a primary dwelling unit on the same lot as the ADU that then may be rented/leased to a separate tenant. Otherwise, any ADU and the host primary dwelling unit shall be occupied by the same tenant and shall not be sublet to another person, as a separate tenant.

2. JADU. The property owner, a human being, of any JADU shall be required to reside on the property as their primary legal residence. They may reside in the JADU or in another permitted ADU or primary dwelling unit on the lot with the JADU. Otherwise, if the property owner does not reside on the property as their primary legal residence, the JADU, and the remainder of the dwelling unit in which the JADU is located, shall be rented/leased, and occupied by the same tenant, a human being, and their family and shall not be sublet to any other person.

- C. **Accessory Buildings and Height.** All accessory buildings, including an ADU or JADU shall be constructed or maintained in conformance with the development standards of the zone district in which they are located, including the allowed maximum height, except as otherwise provided in this Chapter.

SECTION 5. Section 9302.21a of the Lakewood Municipal Code, regarding an Accessory Dwelling Unit (ADU) is hereby amended to read as follows:

9302.21a. DWELLING UNIT, ACCESSORY (ADU). An Accessory Dwelling Unit (ADU) shall mean an attached or detached additional dwelling unit that is allowed to be located on the same lot or parcel, that has either: 1) a single-family primary dwelling unit as the main building and primary use in zone districts that allow single-family dwellings or is a non-conforming use in zone districts that do not, or 2) a primary multifamily dwelling unit complex of two or more attached units, as the main buildings and primary use in zone districts that allow such multifamily dwelling units or mixed use developments. The primary dwelling unit that is host to an ADU shall be either an existing or concurrently proposed primary dwelling unit.

Prior to final inspection of an ADU, the hosting primary dwelling unit shall be completed with a successful final inspection allowing occupancy that is completed prior to, or concurrently with, a successful final inspection of the ADU, allowing ADU occupancy. Any required demolition plan check for a detached garage conversion or allowed ADU replacement structure shall be processed with permits and inspections concurrently with those required for the ADU.

The proposed construction of an ADU may be: 1) a modification of an existing permitted primary dwelling unit, or an existing permitted accessory building or 2) the construction of a new attached or detached accessory building. ADUs are allowed in all zone districts allowing single-family and multiple-family dwelling units, as well as those allowing mixed uses.

An ADU shall provide a completely independent dwelling unit, including facilities for living, sleeping, eating, cooking, laundry connections and sanitation for one or more persons. An allowed ADU includes a minimum 150 square-foot “efficiency unit” as defined in Section 17958.1 of the California Health and Safety Code and a minimum 320 square-foot “manufactured home” as defined in Section 18007 of the Health and Safety Code. ADUs shall comply with the following standards:

A. **ALLOWED ADUs.** ADUs shall only be allowed as follows:

1. **Single Family Residential.** The City shall ministerially approve through an application for a Building and Safety plan check to permit no more than two (2) ADUs per lot within zoning districts that allow single-family dwelling units or where there is an existing non-conforming single-family residence, as follows:

(a) One ADU is allowed as a conversion of only the floor area of an existing dwelling unit or existing accessory building that is either attached to or is detached from the primary dwelling unit that is host to the ADU; and/or

(b) One ADU is allowed that is only new attached or detached ADU construction.

The ADUs shall be in combination with either a proposed or an existing single-family dwelling unit within zoning districts that allow single-family dwelling units or as a non-conforming single-family dwelling unit within zoning districts that do not allow single-family dwelling units. The zone districts that allow single-family dwellings are: R-1 (Single-Family Residential), R-A (Single-Family Residential Limited Agriculture), A (Agriculture), and PD-SF (Planned Unit Development – Single Family). In addition to the allowed ADUs on such lots, a JADU and a second primary dwelling unit are also allowed as elsewhere specified by this Code and state law.

2. **Multiple-Family Residential.** The City shall ministerially approve through an application for a Building and Safety plan check to allow no more than two external fully detached ADUs with an existing or proposed multifamily complex with two or more attached units on a lot zoned for either multiple-family residential uses or mixed uses.

In addition, at least one more internal attached ADU is allowed to be created from existing unhabitable space within the existing or proposed multifamily dwelling unit or mixed-use residential building, including their attached garages. In addition to these three allowed ADUs within any multifamily dwelling unit or mixed-use complex, more internal ADUs are allowed to be created from existing unhabitable residential space, provided the total number of such internal ADUs does not exceed twenty-five percent (25%) of the number of the existing or proposed primary multifamily attached dwelling units permitted on the property. Any remaining percentage resulting in a partial unit shall be rounded down to the next full unit.

Zoning districts that allow multifamily dwelling unit complexes are the M-F-R (Multiple-Family Residential), PD-MF (Planned Unit Development – Multiple Family) Zones and any mixed-use zone districts that allow multifamily dwellings. In the MFR, PD-MF, and any mixed-use zone district, there shall be an existing primary multifamily residential dwelling unit complex with two or more attached units to host ADUs in compliance with multifamily ADU standards. A non-conforming single dwelling or multiple detached dwelling units on such lots may host ADUs, in conformance with procedures for zone districts allowing single-family residential uses.

B. **ADU Construction.** An ADU shall be constructed as one of the following: a) a new fully detached accessory building; b) an addition to an existing or proposed primary or accessory structure; or c) a remodel and conversion of existing space contained within either an existing or concurrently proposed primary dwelling unit or an existing or concurrently proposed accessory structure, including, but not limited to, a garage, carport, studio, pool house, or other similar structure.

C. **ADU REVIEW.** The City shall ministerially review building permit applications for any proposed ADUs, in conformance with this Code and with Section 65852.2 of the California State Government Code, as currently adopted and as subsequently amended from time to time. ADUs shall be approved in accordance with the following:

1. **Building and Safety Review.** Prior to the City accepting an application for Building and Safety plan check review to permit a proposed ADU, all plans, materials, and associated fees necessary for such a review shall be submitted, reviewed, and accepted as complete. These materials shall include all required plans, structural calculations, Title 24 energy calculations, and all other documents required for the plan check and code compliance review to commence. These plans and related materials shall all be properly prepared in an accurate complete manner and compliant with all related City adopted versions of the uniform construction codes, Lakewood Municipal Code regulations along with any locally approved objective development standards and application procedures. Failure to provide all required materials in a proper and accurate manner shall result in the application being not accepted for processing and returned as incomplete. In the instance when plans are not accepted or are denied, they shall then be returned to the property owner or designated representative accompanied with a full set of written comments listing the items that are defective or deficient and a description of how the application can be remedied.

(a) **Screening.** Among the required materials to be submitted to Building and Safety shall be a site plan, roof plan, floor plan and elevations that have been pre-screened and confirmed by planning to comply with the objective design standards contained in or referenced by the Lakewood Municipal Code and state law. This pre-building permit application screening review shall be completed by planning through the Ministerial Staff Review (MSR) procedure.

(b) **Host Home.** No ADU shall receive a final inspection until there is an existing primary residential dwelling unit on the property to host the ADU.

(c) **Demolition.** Building and Safety shall review, process, and permit any required demolition plan concurrently with the proposed ADU for any detached garage conversion or an ADU replacement structure within the same footprint as the demolished structure.

2. **Sixty-Day Review.** The overall review time between the acceptance of the Building and Safety plan check application as complete with all required materials, full payment of applicable fees and the date the permits are issued shall not exceed 60 business days. If the City has not approved or denied the completed application for Building and Safety plan check and issued building permits within 60 business days, the application shall be deemed approved. However, failure by the property owner to provide in a timely and correct manner any requested materials, documents, calculations, corrected plans and/or payment of fees shall be grounds for denial of the project and termination of the 60-day review timeline, as determined appropriate by the Director of Community Development.

(a) **Defect Notification.** In the instances when plans that have been accepted for review are subsequently denied, the 60-day limit will be terminated, and the plans shall be returned by the City to the property owner or designated representative accompanied with a full set of written comments from the City listing the items that

are defective or deficient and a description of how the application can be remedied. Once the plans are resubmitted and are successfully accepted as complete, then a new 60-day processing timeline shall be initiated.

(b) **Good Faith Processing.** The property owner shall act in good faith and respond in a timely manner when corrections are requested. If it is determined that it will take more than 5 business days to respond, then the property owner should file an extension of time to continue the processing timeline beyond the 60-day limit. Failure by the property owner to respond in a reasonable and timely manner by submitting corrected plans or by requesting a time extension shall be grounds for denial of the project, as determined appropriate by the Community Development Director before the lapse of the 60-day review period.

3. **ADU Delayed Enforcement.** Upon a written request by a property owner proposing an ADU, the City shall delay enforcement of any violations of building standards (e.g., unpermitted construction) for five years, where such enforcement would delay the ADU construction and where the Community Development Director has determined that the enforcement of the standard is not necessary to protect public health or safety. Notwithstanding the above, there shall be no required delay of enforcement actions seeking correction of unpermitted or unsafe conditions that are not otherwise related to the construction of the ADU.

D. **ADU DEVELOPMENT STANDARDS.** The following standards are required for the construction of an ADU:

1. **Existing Habitable Accessory Structures.** In addition to a primary dwelling unit and one allowed JADU, there shall be no more than two ADUs or any other previously permitted habitable accessory structure (e.g., 2nd DU or Guest house.) A maximum of four dwelling units, including one JADU are allowed on a lot in any zone allowing single-family residential uses. In the instance of a lot in a zone district allowing single family residential dwelling units, created after January 1, 2022, there shall be no more than two dwelling units of any type on such lots, including the primary dwelling unit, and then either an ADU, a JADU and/or a second dwelling unit, as allowed by state law.

2. **ADU Setbacks.** An ADU shall have minimum setbacks, as follows:

(a) **Side Yard.** Minimum of four (4) feet.

(b) **Rear Yard.** Minimum of four (4) feet.

(c) **Front Yard.** Minimum of Twenty (20) feet, unless otherwise authorized by this Code. Notwithstanding this a proposed ADU or a portion of an ADU that is no more than eight hundred (800) square feet in area may project into the front yard setback area, as allowed by state law and Subsection 9383.3 H of this Code.

(d) **Eave to Eave.** There shall be a minimum 4-foot setback between eaves of an ADU and any other building on a lot, unless attached.

(e) **Existing Structures.** No additional setback shall be required for construction of an ADU, that is a conversion of an existing living area or an accessory structure or that is construction of an ADU that replaces an existing building in the same location with the same dimensions as it was prior to demolition. An addition of no more than 150 square feet for ingress and egress is allowed.

- (f) **Fire Access.** All setbacks shall be sufficient for fire and safety access, as determined by the Los Angeles County Fire Department.
3. **ADU Floor Area.** An ADU shall have a minimum floor area of 150 square feet and shall not exceed 1,200 square feet in area. If the ADU is attached to or a conversion of the existing primary single-family dwelling unit, the maximum floor area of the ADU shall not exceed fifty percent (50%) of the floor area of the existing single-family dwelling unit, provided that a minimum of eight hundred (800) square feet in area is allowed to be converted or expanded to become an ADU. In such an instance, then it may occupy more than fifty percent of the existing building.
4. **ADU Height.** A proposed ADU shall not exceed the following heights:
- (a) **New Construction.** The maximum height limit of an ADU shall not exceed two-and one-half stories or thirty-five (35) feet from finished grade to the highest roof ridge. When the proposed ADU is a horizontal expansion of an existing building, it shall match and maintain the height and style of the roof to which it is attached. However, a vertical expansion above an existing building is allowed to be no more than thirty-five (35) feet in height. (*e.g., ADU above an existing garage*)
 - (b) **Height.** The height limit of an ADU that is a conversion of an existing properly permitted structure shall be the height of that structure.
 - (c) **Loft.** An ADU may contain a loft as allowed by the adopted building codes.
 - (d) **Front Yard.** If any portion of an ADU is in the front yard, the maximum roof height shall be twenty-five (25) feet if it is attached and eighteen (18) feet if it is fully detached.
5. **ADU Exterior Access.** Each ADU shall have an independent exterior covered porched entry door to access the ADU. The sole access path to the ADU shall not travel through any portion of the habitable living area of the existing single-family dwelling unit.
6. **ADU Parking.** One additional parking space shall be required for an ADU, unless any of the following applies, then existing parking spaces do not have to be replaced:
- (a) The ADU is located in a conversion of an existing garage, carport or other covered parking structure or a replacement structure thereof.
 - (b) The ADU is part of the existing primary residence or an accessory structure.
 - (c) The ADU is located within a traversable distance of one-half mile of public transit.
 - (d) The ADU is within an architecturally and historically significant historic district.
 - (e) On-street parking permits are required but are not offered to an ADU occupant.
 - (f) A car share vehicle is located within one block of the ADU.
7. **ADU - Minimum 800 Square Feet Allowed.** Construction of an ADU shall not be subject to any zoning regulations regarding standards for size based upon a percentage of the proposed or existing primary dwelling, or limits on lot coverage, floor area ratio, open space, front yard setback area, and/or a minimum lot size, that would prevent construction of an ADU that is at least eight hundred (800) square feet in area with four-foot side and rear yard setback areas. Such ADUs shall be constructed in compliance with all other local development standards.
8. **ADU Utility and Infrastructure Adequacy.** The City may determine that there are areas in the City that have inadequate utility capacities for either source, storage distribution/collection and/or treatment of one or more of the following utilities: potable water, fire flow, sewer, and electricity. The City may deny an application for a detached

ADU based on that determination. The utilities serving an ADU attached to an existing residential dwelling unit are considered to be a part of, or an expansion of, the existing primary dwelling unit and shall not be subject to this determination.

(a) **Electrical.** Each proposed fully detached ADU is required to install photovoltaic solar energy panels to offset electrical demand per state law and to be prewired to accommodate storage batteries and dedicated circuits as stipulated by State law. All other ADUs are encouraged to install such panels.

(b) **Fire.** An ADU shall be within 450 feet of a fire hydrant with a clear path to run a fire hose from the fire hydrant to all parts of the proposed ADU. Fire sprinklers shall not be required for an ADU, if they are not required for the primary dwelling unit or a related multifamily attached dwelling unit complex.

9. **ADU Accessibility.** ADUs attached or detached shall incorporate into their design accommodations for potential occupants with mobility challenges, as specifically listed as objective design standards in or referenced by this code. This includes design considerations such as ramped entries, handrails adjacent to steps, wider doors and doorways, higher electrical outlet installations, lower light switches, paddle-type door handles, wider restrooms, tall, elongated toilets in wider stalls, low or zero threshold step-in showers and blocking for potential grab bars around toilets, showers, tubs, and any other areas requiring stabilization.

10. **Garage and Other Building Conversions.** Conversions of existing structures shall not leave any shadowing of previous doors and windows. Such doors and windows shall be fully removed including framing. Remaining walls shall be reconstructed with siding or stucco that leaves no sign of the previous installations. Any sloped floors shall be appropriately retrofitted to be flat with approved moisture barriers and comply with adopted building codes.

11. **ADU - Group R Occupancy Finding.** A finding is hereby made per California Government Code Section 65852.2 (a)(1)(D)(viii) that it is required for the continuing overall public health and safety of the City of Lakewood residents, that the construction of an ADU or JADU, including any conversion of existing properly permitted uninhabitable space or space designated as nonresidential that is proposed to be habitable residential space shall be classified and constructed as a Group R occupancy per the local building code and as described in Section 310 of the California Building Code (Title 24 of the California Code of Regulations). Failure to do so would create an ongoing adverse impact to the overall general public health and safety of the residents of the City of Lakewood, as well as the specific neighborhood in which the ADU or JADU is located. Notwithstanding the above, this finding shall not require the installation of fire sprinklers, unless otherwise required by the Fire Department, based on other regulations in conformance with state law.

12. **ADU Rental.**

(a) **Residency.** The property owner, a human being, of an ADU is required to reside on the property as their primary legal residence and permanent domicile in accordance the residency requirements specify in Section 9302.1 B. and in accordance with current state law at the time a permit is issued, or a rent/lease agreement is signed by a tenant.

- (b) **Rental Terms.** The rent/lease of an ADU shall adhere to the following:
 - (1) An ADU shall only be rented/leased for thirty-one (31) days or more.
 - (2) An ADU shall not be rented as a short-term home-share rental.
- (c) **ADU Notice of Condition (NOC).** A NOC shall be recorded for every ADU permitted on or after January 1, 2025, and as otherwise determined necessary and as modified by the Director of Community Development. The NOC shall state, but shall not be limited to, the following requirements:
 - (1) **Residency.** The ADU or another permitted dwelling unit on the same lot shall be occupied by the property owner, a human being, as their primary legal residence or in the instance where the property owner does not reside on the same lot or the property owner is a legal entity other than a human being, then the ADU shall not be rented, leased or sublet separate from the tenant occupying the primary single family dwelling unit that is host to the ADU.
 - (2) The ADU shall only be rented/leased for thirty-one (31) days or more.
 - (3) The ADU shall not be rented as a short-term home-share rental.
 - (4) The ADU shall not be sold independently of the primary dwelling unit that is host to an ADU, except as otherwise authorized by state law.
 - (5) The ADU shall continually be operated and maintained in compliance with current regulations of the, Lakewood Municipal Code and any objective development standards therein authorized, State Law, and the City adopted versions of the California uniform building codes.
 - (6) These restrictions shall run with the land and shall be binding on any heir, assign or other successor in ownership of the property.

SECTION 6. Section 9302.21b of the Lakewood Municipal Code, regarding the definition of a Junior Accessory Dwelling Unit (JADU) is hereby amended to read as follows:

9302.21b. DWELLING UNIT, JUNIOR ACCESSORY (JADU). A Junior Accessory Dwelling Unit (JADU) is an additional dwelling unit that is allowed to be converted from existing floor area within an existing single-family dwelling unit or an adjacent and existing attached accessory building. A JADU shall provide living and sleeping facilities for one or more persons. A JADU shall have an independent efficiency kitchen with cooking appliances, food preparation counter and storage cabinets. The JADU may have separate sanitation facilities or may share a bathroom and laundry facilities with the primary dwelling unit, provided the JADU has an internal door to access the bathroom and laundry area in the primary dwelling unit. In the instance where the JADU has a bathroom, the existing single-family residence shall have then another separate bathroom for use of that dwelling unit.

A. **JADU ALLOWED ZONES.** JADUs shall only be allowed within the following zone districts: R-1 (Single-Family Residential), R-A (Single-Family Residential Limited Agriculture), A (Agriculture), PD-SF (Planned Unit Development – Single Family), JADUs are not allowed in any other zone district, unless there is an existing non-conforming previously permitted single-family dwelling unit in another zone district. The City shall ministerially approve an application for a building permit to create one JADU in an existing single-family dwelling unit.

B. JADU REVIEW. The City shall ministerially review building permit applications for proposed JADUs, in conformance with Section 65852.22 of the California State Government Code, as currently adopted and as subsequently amended from time to time. JADU building permit applications shall be accepted, reviewed, and approved in accordance with the same Building and Safety review procedures listed for ADUs in Section 9302.21a. C of this code, including provisions regarding pre application screening, application acceptance, defect notification, existing host home, good faith processing, the 60-day review limitation and delayed enforcement of unpermitted construction, if applicable.

C. JADU DEVELOPMENT STANDARDS. All JADUs shall conform to all property development regulations of the zone in which the property is located. In addition, the following are the standards required for the construction of a JADU:

1. **JADU Floor Area.** A JADU shall have a minimum floor area of 150 square feet and shall not exceed 500 square feet in area.
2. **JADU Exterior Access.** Each JADU shall have an independent exterior door to access the JADU. The exterior JADU doorway should be covered. Each JADU may have a doorway that connects it to the habitable living area of the existing single-family dwelling unit in which it is located. The JADU shall have such an internal doorway if it does not have an additional and separate bathroom within the JADU. The host single family residence shall have at least one bathroom outside of any that is in the JADU.
3. **JADU Accessibility.** JADUs shall incorporate into their design, where possible, accommodations for potential occupants with mobility challenges. This includes design considerations such as ramped entries, handrails adjacent to steps, wider doorways, higher electrical outlets installations, lower light switches, paddle-type door handles, wider restrooms, taller toilets, low or zero threshold step-in showers and blocking for grab bars around toilets and other areas requiring stabilization.
4. **JADU Rental.** The occupancy of a JADU shall adhere to the following:
 - (a) **Property Owner Residency.** The JADU or another permitted dwelling unit on the same lot shall be occupied by the property owner, a human being, as their primary legal residence or in the instance where the property owner does not reside on the same lot or the property owner is a legal entity other than a human being, then the JADU shall not be rented, leased or sublet separate from the tenant occupying the primary single family dwelling unit in which the JADU is located and from which it was converted. The residency shall conform to Section 9302.1 B. of this code and in accordance with current state law at the time a permit is issued, and at the time a rent/lease agreement is signed by a tenant.
 - (b) **Rental Terms.** The rent/lease of a JADU shall adhere to the following:
 - (1) A JADU shall only be rented/leased for thirty-one (31) days or more.
 - (2) A JADU shall not be rented as a short-term home-share rental.
 - (c) **JADU Notice of Condition (NOC).** A NOC shall be recorded regarding each JADU referencing the related lot or parcel. The NOC shall state but shall not be limited to the following requirements:
 - (1) **Residency.** The JADU or another permitted dwelling unit on the same lot shall be occupied by the property owner, a human being, as their primary legal residence or in the instance where the property owner does not reside on the same lot or the

- property owner is a legal entity other than a human being, then the JADU shall not be rented, leased or sublet separate from the tenant occupying the primary single family dwelling unit in which the JADU is located and from which it was converted.
- (2) The JADU shall only be rented or leased for thirty-one (31) days or more.
 - (3) The JADU shall not be rented as a short-term home-share rental.
 - (4) The JADU shall not be sold independently of the primary dwelling unit that is host to a JADU.
 - (5) The JADU shall continually be operated and maintained in compliance with current regulations of the, Lakewood Municipal Code and any objective development standards therein authorized, State Law, and the adopted uniform building codes.
 - (6) These restrictions shall run with the land and shall be binding on any heir, assign or other successor in ownership of the property.

SECTION 7. Subsections A, B, C, and D of Section 9322.7 of the Lakewood Municipal Code, pertaining to accessory buildings in the R-1 (Single-Family Residential) zone are amended to read as follows:

9322.7 ACCESSORY BUILDINGS. Private garages or accessory buildings, may be constructed as follows:

A. No private garage or other non-habitable accessory building shall be located less than three (3) feet from the rear or side lot line, except that any structure used as a private garage or other non-habitable accessory building and located within the rear fifty percent (50%) of the lot may be located no less than one (1) foot from the side lot line, which does not abut a street. No accessory structure, including ADUs shall be constructed in such a manner to allow any stormwater or other drainage from its roof to fall offsite from the lot on which the structure is located and such drainage shall then not subsequently drain on to adjacent private property without the benefit of an easement allowing such drainage. Drainage shall be directed from the lot on to public right-of-way and stormwater facilities in a manner determined acceptable by the Public Works Director.

B. Any accessory building used or designed for human habitation, including an ADU shall be located no less than four (4) feet from any rear and/or side lot lines.

C. No detached accessory building, ADU or garage shall be located less than four (4) feet from any other building as measured between the eaves of each building.

D. No accessory structure such as, but not limited to, garages, workshops, sheds, or greenhouses shall be used as living quarters except for an ADU as defined in Section 9302.21a or if attached to the primary dwelling unit a JADU as defined in Section 9302.21b.

...

SECTION 8. Section 9386 of the Lakewood Municipal Code, pertaining to Accessory Buildings is amended to read as follows:

9386. ACCESSORY BUILDINGS. Accessory buildings may be constructed and maintained subject to the limitations and provisions of this Chapter. Lofts are allowed in accessory buildings that comply with adopted building codes. No accessory structure, such as, but not limited to

garages, workshops, sheds, or greenhouses, shall be used as living quarters, except as allowed for an ADU as defined in Section 9302.21a. and/or a Junior Accessory Dwelling Unit (JADU) as provided in LMC Section 9302.21b and/or converted to a primary second dwelling unit as otherwise allowed by this Code and California state law.

SECTION 9. Section 9477 of the Lakewood Municipal Code, pertaining to the PD (Planned Development) Zone Regulations is amended to read as follows:

9477. Applicable Provisions. Except where inconsistent with the provisions of this Part, all other provisions of this Chapter shall apply to the PD Zone, including the authority to add ADUs and a JADU to any single-family dwelling unit and to add multiple ADUs to a multifamily dwelling unit complex of attached units in accordance with the provisions of this Chapter and state law for such multifamily attached units.

SECTION 10. CEQA. This Ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3), which is the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment, and CEQA does not apply where it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment. This Ordinance has no impact on the physical environment as it will only modify administrative procedures and not result in any changes to the physical environment.

SECTION 11. SEVERABILITY. If any section, subsection, subdivision, paragraph, sentence, clause, phrase or portion of this Ordinance or its application to any person or circumstance, is for any reason held to be invalid, unenforceable, or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or its application to any other person or circumstance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraph, sentences, clauses, phrases, or portions thereof be declared invalid, unenforceable, or unconstitutional.

SECTION 12. CONTINUITY. To the extent the provisions of the Lakewood Municipal Code as amended by this Ordinance are substantially the same as the provisions of that Code as they read immediately prior to the adoption of this Ordinance, then those provisions shall be construed as continuations of the earlier provisions and not as new enactments.

SECTION 13. CERTIFICATION. The City Clerk shall certify to the adoption of this Ordinance and shall post a certified copy of this Ordinance, including the vote for and against same, in the Office of the City Clerk, in accordance with Government Code Section 36933. The City Council hereby finds and determines there are no newspapers of general circulation both published and circulated within the City and, in compliance with Section 36933 of the Government Code, directs the City Clerk to cause the ordinance within 15 days after its passage to be posted in at least three (3) public places within the City as established by Ordinance.

SECTION 14. EFFECTIVE DATE. This Ordinance shall be posted or published as required by law and shall take effect thirty (30) days after its adoption.

APPROVED AND ADOPTED this _____ day of _____, 2023, by the following roll call vote:

	AYES	NAYS	ABSENT
Council Member Chase	_____	_____	_____
Council Member Pe	_____	_____	_____
Council Member Rogers	_____	_____	_____
Council Member Wood	_____	_____	_____
Mayor Croft	_____	_____	_____

Mayor

ATTEST:

City Clerk

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Routine Items

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

DIVIDER SHEET

COUNCIL AGENDA

March 28, 2023

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			
Vandy Doeun	Tree Trimmer I Tree Trimmer II	12A to 15A	3/19/2023
C. Separations			
None			
2. PART-TIME EMPLOYEES			
A. Appointments			
Xavier Hernandez	Maintenance Services Aide III	B	3/21/2023
Norma Villaquiran	DASH Transportation Driver II	B	3/20/2023
B. Changes			
None			
C. Separations			
Jorge Arvizu	Maintenance Trainee I	B	3/09/2023



Thaddeus McCormack
City Manager

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**CITY OF LAKEWOOD
FUND SUMMARY 3/16/2023**

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	1,883,202.12
1020	CABLE TV	3,372.28
1025	AMERICAN RESCUE PLAN	26,475.00
1030	CDBG CURRENT YEAR	3,238.33
1050	COMMUNITY FACILITY	2,517.01
1070	RETIREE BENEFITS	3,639.05
1336	STATE COPS GRANT	16,666.66
1500	MISC-SPECIAL REVENUE FUND	261.50
1621	LA CNTY MEASURE R	64,693.00
1623	LA CNTY MEASURE W	852.96
1630	USED OIL GRANT	2,590.14
3015	ROAD MAINTC & REHAB ACCT	121,570.00
5010	GRAPHICS AND COPY CENTER	118.39
5020	CENTRAL STORES	1,129.11
5030	FLEET MAINTENANCE	5,427.07
7500	WATER UTILITY FUND	277,817.69
8030	TRUST DEPOSIT	30,967.16
		2,444,537.47

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
03/16/2023	ADAMS-HILLERY SHARRON	3,224.58
03/16/2023	COASTAL OCCUPATIONAL MEDICAL GROUP	210.00
03/16/2023	ALLIED REFRIGERATION INC	91.15
03/16/2023	ALS GROUP USA. CORP.	1,021.06
03/16/2023	AMAZON CAPITAL SERVICES. INC.	983.37
03/16/2023	AMERICAN PUBLIC WORKS ASSN	572.50
03/16/2023	AMERICAN TRUCK & TOOL RENTAL INC	774.15
03/16/2023	ASSOCIATED PRODUCTION MUSIC LLC	2,500.00
03/16/2023	ROSS AVIATION INVESTMENT. LLC	4,857.95
03/16/2023	BANNER BANK	12,847.50
03/16/2023	BARNYARD BUDDIES LLC	500.00
03/16/2023	BROWN. BONNIE	245.05
03/16/2023	CANYON SPRINGS ENTERPRISES	244,102.50
03/16/2023	CHIANG. RYAN	300.00
03/16/2023	CINTAS CORPORATION	4.23
03/16/2023	CITY COUNTY COMMUNICATIONS & MARKETING	400.00
03/16/2023	CITY LIGHT & POWER LKWD INC	26,475.00
03/16/2023	CJ CONCRETE CONSTRUCTION INC	261,263.00
03/16/2023	CORELOGIC. INC.	41.25
03/16/2023	CPS HR CONSULTING	670.30
03/16/2023	COLOMRICAN. INC.	161.46
03/16/2023	DAVIS. RODERICK	500.00
03/16/2023	DY. DERWIN	155.00
03/16/2023	EDCO WASTE SERVICES LLC	508,055.08
03/16/2023	EDCO WASTE SERVICES LLC	7,544.88
03/16/2023	FEDERAL EXPRESS CORP	19.88
03/16/2023	FILE KEEPERS. LLC	45.80
03/16/2023	FLUE STEAM INC	241.00
03/16/2023	GOLD COAST AWARDS INC	27.66
03/16/2023	GRAINGER W W INC	5.47
03/16/2023	HARA M LAWNMOWER CENTER	549.22
03/16/2023	HEATON. KATHRYN	325.00
03/16/2023	HOME DEPOT	1,566.79
03/16/2023	INDUCTIVE AUTOMATION. LLC	3,298.80
03/16/2023	JHM SUPPLY INC	2,771.42
03/16/2023	JJS PALOMO'S STEEL INC	198.45
03/16/2023	JONES RICHARD D. A PROF LAW CORP	17,252.50
03/16/2023	KENNY'S AUTO SERVICE	163.00
03/16/2023	KICK IT UP KIDZ. LLC	273.00
03/16/2023	KRUSEMARK LEEANNE	101.40
03/16/2023	KWIK-COVERS	824.26
03/16/2023	LAKEWOOD CHAMBER OF COMMERCE	1,833.33
03/16/2023	LAKEWOOD. CITY OF	183.37
03/16/2023	LEAGUE OF CALIFORNIA CITIES	500.00

**CITY OF LAKEWOOD
SUMMARY CHECK REGISTER**

CHECK DATE	VENDOR NAME	CHECK AMOUNT
03/16/2023	LIFTECH ELEVATOR SERVICES INC	426.00
03/16/2023	LOS ANGELES CO SHERIFFS DEPT	1,005,202.95
03/16/2023	LA COUNTY DEPT OF PUBLIC WORKS	72,391.18
03/16/2023	MIDAMERICA ADMIN & RETIREMENT	681.00
03/16/2023	NADA, HIROSHI	1,098.00
03/16/2023	NATIONAL PACIFIC ISLANDER EDUCATOR	100.00
03/16/2023	ODP BUSINESS SOLUTIONS, LLC	549.73
03/16/2023	PHASE II SYSTEMS INC	2,958.05
03/16/2023	OUADIENT LEASING USA, INC.	1,839.33
03/16/2023	SCHRUBBE, JACOUELINE	472.00
03/16/2023	SECTRAN SECURITY INC	204.54
03/16/2023	SERVICWEAR APPAREL INC.	205.30
03/16/2023	SITEONE LANDSCAPE SUPPLY, LLC	81.13
03/16/2023	SO CALIF SECURITY CENTERS INC	30.66
03/16/2023	MWB COPY PRODUCTS, INC.	115.76
03/16/2023	SOUTHERN CALIFORNIA EDISON CO	38,662.59
03/16/2023	SOUTHWEST PATROL INC.	12,792.00
03/16/2023	SPECIALTY TIRES LLC	458.47
03/16/2023	SPICERS PAPER INC	118.39
03/16/2023	STEIN, ANDREW T	999.68
03/16/2023	SUPERIOR COURT OF CALIFORNIA	6,620.00
03/16/2023	SUPERIOR COURT OF CALIFORNIA	9,127.50
03/16/2023	SYN-TECH SYSTEMS INC	3,638.50
03/16/2023	TENG, WHEA-FUN	431.20
03/16/2023	TGIS CATERING SVCS INC	1,520.00
03/16/2023	TURF STAR	139.20
03/16/2023	U S BANK NATIONAL ASSOCIATION	44,031.81
03/16/2023	HD SUPPLY INC	308.55
03/16/2023	CELLCO PARTNERSHIP	5,656.56
03/16/2023	WATANABE, BRYCE	858.00
03/16/2023	WATER SYSTEM SERVICES LLC	195.00
03/16/2023	WATERLINE TECHNOLOGIES INC	2,016.14
03/16/2023	WEST COAST ARBORISTS INC	119,205.00
03/16/2023	WESTERN WATER WORKS SUPPLY CO	745.50
03/16/2023	ARCH, BRANDON	250.00
03/16/2023	BETHLEY, FELICIA	15.00
03/16/2023	KOUNTHAPANYA, DAMALI	522.57
03/16/2023	REYES, JESSICA	14.92
03/16/2023	SALDANA, DANIEL	250.00
03/16/2023	SUNRUN INSTALLATION SERVICES INC	199.28
03/16/2023	SUNRUN INSTALLATION SERVICES INC	199.28
03/16/2023	SUNRUN INSTALLATION SERVICES INC	199.28
03/16/2023	SUNRUN INSTALLATION SERVICES INC	199.28
03/16/2023	SUNRUN INSTALLATION SERVICES INC	199.28

**CITY OF LAKEWOOD
SUMMARY CHECK REGISTER**

<u>CHECK DATE</u>	<u>VENDOR NAME</u>	<u>CHECK AMOUNT</u>
03/16/2023	TILLEY, VANESSA	15.90
03/16/2023	WATANABE, BRYCE	912.60
	Total:	2,444,537.47

**CITY OF LAKEWOOD
FUND SUMMARY 3/23/2023**

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	147,938.20
1020	CABLE TV	374.23
1025	AMERICAN RESCUE PLAN	2,370.57
1030	CDBG CURRENT YEAR	5,391.66
1050	COMMUNITY FACILITY	2,757.04
3070	PROPOSITION "C"	70.88
5010	GRAPHICS AND COPY CENTER	955.64
5020	CENTRAL STORES	4,418.95
5030	FLEET MAINTENANCE	22,902.98
7500	WATER UTILITY FUND	348,826.69
8020	LOCAL REHAB LOAN	19.00
8030	TRUST DEPOSIT	5,788.48
		541,814.32

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
03/23/2023	ADAMS-HILLERY SHARRON	3,225.00
03/23/2023	AGRI-TURF DISTRIBUTING	1,602.11
03/23/2023	COASTAL OCCUPATIONAL MEDICAL GROUP	100.00
03/23/2023	ALERT LOGIC INC	36,000.00
03/23/2023	ALLEN, JOHNNY	369.20
03/23/2023	AMAZON CAPITAL SERVICES, INC.	842.00
03/23/2023	MANHATTAN STITCHING CO INC	4,056.79
03/23/2023	CAL BOWL ENTERPRISES LLC	1,003.37
03/23/2023	CAL BOWL ENTERPRISES LLC	273.70
03/23/2023	CALIFORNIA CONTRACT CITIES ASN	5,775.00
03/23/2023	CINTAS CORPORATION	12.69
03/23/2023	CINTAS CORPORATION	335.76
03/23/2023	CITY LIGHT & POWER LKWD INC	1,031.86
03/23/2023	COMMERCIAL DOOR OF ANAHEIM, INC.	1,357.58
03/23/2023	COMMERCIAL TRANSPORTATION SERVICES INC	2,874.40
03/23/2023	COMMUNITY FAMILY GUIDANCE CTR	708.33
03/23/2023	DANGELO COMPANY	1,773.90
03/23/2023	INTERNATIONAL E-Z UP INC	2,900.99
03/23/2023	FREMONTIA HORTICULTURAL, INC	420.60
03/23/2023	FUN EXPRESS LLC	63.82
03/23/2023	GRAINGER W W INC	44.86
03/23/2023	H & H NURSERY	177.27
03/23/2023	HACH COMPANY	550.10
03/23/2023	HDL SOFTWARE LLC	2,179.29
03/23/2023	HERMAN, LINDA	325.00
03/23/2023	HOME DEPOT	510.23
03/23/2023	HUMAN SERVICES ASSOCIATION	750.00
03/23/2023	HUNT, TIM	172.25
03/23/2023	JHM SUPPLY INC	1,528.96
03/23/2023	JHM SUPPLY INC	2,980.11
03/23/2023	JONES RICHARD D. A PROF LAW CORP	433.13
03/23/2023	KRUSEMARK LEEANNE	25.35
03/23/2023	LOS ANGELES CO SANITATION DISTRICTS	361.50
03/23/2023	LA COUNTY DEPT OF PUBLIC WORKS	18,857.39
03/23/2023	LOUD PRINT LLC	565.55
03/23/2023	MACAULAY, CHRISTINA	150.00
03/23/2023	MAGIC JUMP RENTALS INC	280.90
03/23/2023	MC ENROE, BARBARA	1,092.00
03/23/2023	MICHAEL BAKER INTERNATIONAL, INC.	8,925.00
03/23/2023	MIEIR-KING, RICHARD	507.00
03/23/2023	O'REILLY AUTOMOTIVE STORES INC	860.29
03/23/2023	OCAJ INC	19.00
03/23/2023	ODP BUSINESS SOLUTIONS, LLC	84.91
03/23/2023	OFFUTT COMPANIES INC.	1,324.32

**CITY OF LAKEWOOD
SUMMARY CHECK REGISTER**

CHECK DATE	VENDOR NAME	CHECK AMOUNT
03/23/2023	OUTDOOR CREATIONS INC	5,414.78
03/23/2023	PATHWAYS VOLUNTEER HOSPICE	708.33
03/23/2023	PAYMENTUS CORPORATION	16,754.05
03/23/2023	PE. ARIEL	47.75
03/23/2023	PIERSON, JEREMY L.	273.00
03/23/2023	PNC BANK	274,262.66
03/23/2023	POLLARD JOSEPH G COMPANY INC	193.75
03/23/2023	FORREST L STORY	1,500.00
03/23/2023	RESOURCE BUILDING MATERIALS	678.24
03/23/2023	SOUTHERN COUNTIES OIL CO	17,822.90
03/23/2023	SHARP ELECTRONICS CORPORATION	6,041.43
03/23/2023	SIGNAL HILL AUTO ENTERPRISES INC.	385.32
03/23/2023	SITEONE LANDSCAPE SUPPLY, LLC	4,281.52
03/23/2023	SOUTHERN CALIFORNIA EDISON CO	49,587.25
03/23/2023	SOUTHERN CALIFORNIA GAS CO	10,709.10
03/23/2023	AUDIO MESSAGING SOLUTIONS LLC	342.87
03/23/2023	CHARTER COMMUNICATIONS HOLDINGS, LLC	215.59
03/23/2023	SPICERS PAPER INC	954.75
03/23/2023	TGIS CATERING SVCS INC	22,468.50
03/23/2023	TOP HAT BALLOON WERKS, LLC	874.29
03/23/2023	VERNON CITY OF	3,000.00
03/23/2023	WALTERS WHOLESALE ELECTRIC CO	2,472.34
03/23/2023	WATERLINE TECHNOLOGIES INC	8,985.93
03/23/2023	WAXIE ENTERPRISES INC.	2,866.97
03/23/2023	WYNN, LAKYN	16.25
03/23/2023	YBARRA, ALBERT JR.	200.00
03/23/2023	ALVARENGA, KELLY	100.00
03/23/2023	ANFANG, ALEXIS	250.00
03/23/2023	BERGER, WILLIAM	40.00
03/23/2023	BRIM, RONNISHA	585.08
03/23/2023	EVANS, JELYN	250.00
03/23/2023	HERNANDEZ, LUZ	250.00
03/23/2023	MOLINA, ADRIAN	40.00
03/23/2023	MORALES, GILBERTO	578.16
03/23/2023	NEAL, LATOYA	132.00
03/23/2023	NEFF, KRISTEN	250.00
03/23/2023	NEWLAND, GAIL	100.00
03/23/2023	OROZCO, JESUS	250.00
03/23/2023	RUIZ, LEONORA	250.00
03/23/2023	SERRA, PATSY	250.00
	Total:	541,814.32

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COUNCIL AGENDA

March 28, 2023

TO: The Honorable Mayor and City Council

SUBJECT: Report of City Council Committees' Activities

INTRODUCTION

A brief update is provided for City Council review on the activities of the following standing committees: Environmental Management, Public Safety, and Park Development committees.

STATEMENT OF FACT

On February 16, the Environmental Management Committee met and discussed:

Residential Rates

EDCO's contract allows for rate increases each year based on the Consumer Price Index (CPI) and tipping fees. The CPI increase is weighted at 67.5%, resulting in a 3.8948% increase (5.77% CPI x 67.5%). The tipping fee adjustment accounts for 32.5%, leading to a -0.5038% decrease (-1.55% fee decrease x 32.5%). Combined, the "escalation rate" totals 3.3910% (3.8948% minus 0.5038%). Utilizing a 3.3910% increase for the EDCO contract and estimating city operations for FY 2023-24 results in a proposed 3.46% rate increase to be noticed to residential rate payers. The proposed trash rate increase would raise the residential monthly bill by \$0.89 from \$25.71 to \$26.60.

Additionally, EDCO is proposing to increase the cost of extra (requested) residential refuse carts from \$3.50 to \$4.00 per month, as well as for extra (requested) green waste carts from \$3.50 to \$4.00 per month after the first three are provided at no additional charge. Both of these fees have remained unchanged for quite some time.

Notices will be sent to all ratepayers in compliance with Prop 218 requirements.

It should be noted that Lakewood Municipal Code Section 5350.FF defines a "Multi-Family Residential Dwelling" as residential premises with five (5) or more dwelling units such as apartments, condominiums, and townhomes. The city currently has 17 properties with 2 to 4 units that technically qualify as residential properties. These units are eligible to receive the residential service rates listed above, however, the property may instead elect to be billed at the commercial rate in order to receive bin services for space and convenience. These properties will be sent a separate notice with both the residential rates and the commercial rates for Bin and Special Refuse Services.

The Committee approved sending the Prop. 218 notice for the 3.46% price increase.

Council Committees' Activities

March 28, 2023

Page 2

Commercial Rates

EDCO's contract allows for rate increases each year based on the Consumer Price Index (CPI). The January to January CPI rate is 5.77%. If approved, EDCO will send notification to their commercial customers in their June Billings.

The Committee approved the 5.77% price increase.

An update was also given on organics recycling and previously implemented recycling Senate and Assembly bills.

On March 7, the Public Safety Committee met and discussed:

Crime Trends and Statistics

Overall, crimes are trending downward citywide and at Lakewood Center Mall. A limited number of steering wheel locks will become available to residents as an added deterrent to vehicle thefts.

Abatement Deputy Update

Updates were provided on various sites. Outreach services were offered and individuals vacated several areas as well.

Community Prosecutor Program Update

The Community Prosecutor attended court appearances for individuals regarding graffiti issues and was successful in escalating penalties. She is also assembling a street racing training course for Lakewood Station.

Public Safety Department Update

Community Safety Specialist Carrion worked closely with deputies and Deputy District Attorney to build cases on individuals for graffiti crimes. Two radar trailers were deployed. Program updates were provided. Emergency management exercises are forthcoming.

Public Outreach

Staff will publicize articles with focus on resources Lakewood dedicates to public safety efforts. Illegal fireworks messaging will begin in April.

2023 Illegal Fireworks Enforcement and Abatement

Prevention and education efforts will begin in April. The firework tip line is active year-round. Nightly illegal enforcement activities will take place July 3 and July 4. Block party closure signature requirement was challenged by one resident. Details were presented and it was determined no changes would be made to block party rules.

Business Crime Prevention Plan Update

The business roundtable event was a great start to build the newly introduced "The Biz" crime prevention program where businesses expressed their concerns regarding public safety issues. A program logo was created and shared with the Committee. Positive feedback was received.

Short-term Rentals

Complaints regarding short-term rentals have increased. There are 37 properties operating illegally, of which, five are licensed but are non-compliant and/or delinquent on taxes. Staff recommended for city to ban future permits and review course of action regarding current licenses. The Committee approved for staff to draft an ordinance.

Follow-Up Items

Member Croft thanked staff for their attendance at a recent Neighborhood Watch meeting in District 1.

Miscellaneous

Sidewalk vendors should be reported to the Sheriff's Department after-hours.

On March 13, the Park Development Committee met and discussed:

Director Valarie Frost provided an oral presentation referencing the written report and a draft of the Request for Proposals for a Parks, Recreation and Community Services Master Plan (RFP). It was reported that the completed master plan is estimated to cost the city \$200,000 to \$250,000.

An outline was provide of the members of the committee whom would review the submitted proposals and provided a Specification of Work with benchmark dates of completion for the entire master plan process. The committee members elected to participate in the final round of screening of proposers as panel members for interviews of top candidates on Monday, May 15, 2023.

Following the interviews, a formal presentation to the Lakewood City Council is scheduled for May 23, 2023 at a study session, followed by a City Council Report on June 13, 2023, if necessary. Following selection of a consultant to work on the master plan, work will commence on development on July 1, 2023, with final adoption by the City Council in February 2025.

The Park Development Committee approved the following:

1. The proposed specification of work to be completed over the course of time for which the Parks, Recreation and Community Services Master Plan is under development.
2. The draft Request for Proposals to develop a Parks, Recreation and Community Services Master Plan and to advertise and distribute the RFP through the City Clerk's office, beginning Tuesday, March 14, 2023.

RECOMMENDATION

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



Thaddeus McCormack
City Manager

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COUNCIL AGENDA

March 28, 2023

TO: The Honorable Mayor and City Council

SUBJECT: AB 1234 Meeting Report

INTRODUCTION

Assembly Bill 1234 became effective January 1, 2006. The legislation requires members of a legislative body to provide brief reports on the meetings they attended at the expense of the local agency at the next regular meeting of the legislative body.


STATEMENT OF FACT

- Council Member Jeff Wood and City Manager Thaddeus McCormack went to Washington, D.C. from March 5-9, 2023. They met with several congressional representatives and various agencies of the executive branch. Among the items discussed were issues including transportation, public safety, and environmental issues, as well as “community funded projects.”

RECOMMENDATION

That the City Council receive and file this report.

Paolo Beltran *PB*
Deputy City Manager


Thaddeus McCormack
City Manager

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COUNCIL AGENDA

March 28, 2023

TO: The Honorable Mayor and City Council**SUBJECT:** Monthly Report of Investment Transactions – February 2023**INTRODUCTION**

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

STATEMENT OF MONTHLY ACTIVITY

Date	Amount at Cost	Investment	Transaction	Rate*
01-Feb-23	\$ 175,589.33	CAMP	Interest	4.730%
01-Feb-23	1,364.18	FNMA	Interest	2.021%
01-Feb-23	2,050.71	CORP	Interest	3.950%
01-Feb-23	358.05	FNMA	Interest	2.046%
01-Feb-23	1,075.00	CORP	Interest	2.150%
01-Feb-23	395.25	FNMA	Interest	0.510%
01-Feb-23	560.43	FNMA	Interest	0.773%
02-Feb-23	149,097.37	TREAS	Purchase	3.500%
03-Feb-23	300,715.62	TREAS	Interest	3.875%
03-Feb-23	590.63	CORP	Interest	1.125%
05-Feb-23	3,562.50	CORP	Interest	3.750%
07-Feb-23	515.63	CORP	Interest	1.875%
09-Feb-23	318.75	CORP	Interest	0.750%
10-Feb-23	2,475.00	CORP	Interest	2.750%
10-Feb-23	1307.25	FNMA	Interest	0.830%
12-Feb-23	384.75	CORP	Interest	0.855%
13-Feb-23	1710.00	CORP	Interest	1.800%
14-Feb-23	4,875.00	CORP	Interest	3.250%
14-Feb-23	1,618.75	CORP	Interest	1.750%
15-Feb-23	7,500,000.00	LAIF	Sell	2.070%
15-Feb-23	1,667.50	CORP	Interest	2.300%
15-Feb-23	247.00	ABS	Interest	1.040%
15-Feb-23	24.99	ABS	Interest	0.500%

Monthly Investment Transactions

March 28, 2023

Page 2

Date	Amount at Cost	Investment	Transaction	Rate*
15-Feb-23	\$ 876.71	ABS	Interest	3.970%
15-Feb-23	22.20	ABS	Interest	0.380%
15-Feb-23	6.26	ABS	Interest	0.550%
15-Feb-23	14,218.75	TREAS	Interest	1.625%
15-Feb-23	3,187.50	TREAS	Interest	1.500%
15-Feb-23	961.00	CORP	Interest	3.100%
15-Feb-23	359.67	ABS	Interest	3.320%
15-Feb-23	16.72	ABS	Interest	0.440%
15-Feb-23	106.33	ABS	Interest	0.580%
15-Feb-23	250.56	ABS	Interest	4.510%
15-Feb-23	1.76	ABS	Interest	0.400%
15-Feb-23	967.50	CORP	Interest	2.150%
15-Feb-23	366.00	ABS	Interest	3.660%
15-Feb-23	833.38	ABS	Interest	3.390%
15-Feb-23	49.25	ABS	Interest	0.520%
15-Feb-23	11.89	ABS	Interest	0.340%
15-Feb-23	112.29	ABS	Interest	0.550%
15-Feb-23	6322.04	ABS	Paydown	0.520%
15-Feb-23	6,194.05	ABS	Paydown	0.440%
15-Feb-23	5,277.16	ABS	Paydown	0.400%
15-Feb-23	4,692.72	ABS	Paydown	0.380%
15-Feb-23	2,470.00	ABS	Paydown	0.340%
15-Feb-23	2,923.94	ABS	Paydown	0.550%
15-Feb-23	4,343.61	ABS	Paydown	0.500%
17-Feb-23	5,000,000.00	CAMP	Purchase	4.730%
18-Feb-23	22.99	ABS	Interest	0.370%
18-Feb-23	186.50	ABS	Interest	3.730%
18-Feb-23	7,875.91	ABS	Paydown	0.370%
20-Feb-23	35.43	ABS	Interest	0.340%
20-Feb-23	18.75	ABS	Interest	0.500%
20-Feb-23	37.26	ABS	Interest	0.470%
20-Feb-23	15,680.71	ABS	Paydown	0.470%
20-Feb-23	19,365.59	ABS	Paydown	0.340%
25-Feb-23	7.43	ABS	Interest	0.480%
25-Feb-23	6.93	ABS	Interest	0.290%
25-Feb-23	8299.55	ABS	Paydown	0.290%
25-Feb-23	3,049.23	ABS	Paydown	0.480%

Date	Amount at Cost	Investment	Transaction	Rate*
27-Feb-23	\$5,000,000.00	LAIF	Sell	2.070%
28-Feb-23	1,500.00	TREAS	Interest	0.500%
28-Feb-23	2,812.50	TREAS	Interest	1.125%
28-Feb-23	3,062.50	CORP	Interest	1.750%
28-Feb-23	1,875.00	TREAS	Interest	0.750%
28-Feb-23	3,384.38	TREAS	Interest	2.375%
28-Feb-23	3,781.25	TREAS	Interest	1.375%
28-Feb-23	3,515.63	TREAS	Interest	1.875%

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

INVESTMENT GLOSSARY

ABS (Asset-Backed Securities)

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

AGENCY (U.S. Government Agency Issues)

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

BOND (Municipal Bonds or Note)

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

CAMP (California Asset Management Program)

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

CD (Certificate of Deposit)

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

COM (Commercial Paper)

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

CORP (Corporate Notes)

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

FNMA (Federal National Mortgage Association)

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

LAIF (Local Agency Investment Fund, State of California)

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

MMF (Money Market Fund)

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

SUPRA (Supra-National Agency Bonds or Notes)

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

TREAS (U.S. Treasury Notes)

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

RECOMMENDATION

It is recommended that the City Council receive and file the Monthly Report of Investment Transactions rendered for the month of February 2023.



Jose Gomez
Director of Finance & Administrative Services



Thaddeus McCormack
City Manager

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COUNCIL AGENDA

March 28, 2023

TO: The Honorable Mayor and City Council

SUBJECT: Finding and Determination of Need to Continue Emergency Action Regarding Repairs to Bolivar Park Stormwater Capture Building and Equipment

INTRODUCTION

At its September 13, 2022 meeting, the City Council adopted Resolution 2022-70 finding and determining that it was necessary to take emergency action due to the fact that the Bolivar Park Stormwater Capture Building and Equipment were damaged as a result of a traffic collision.

State law allows for necessary purchases and repairs to be made in a more expedited manner. The process was initiated via the adoption of the above resolution declaring an emergency and dispensing with the contracting requirements of the Public Contract Code (PCC).

STATEMENT OF FACT

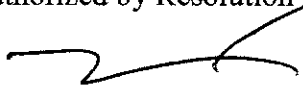
The emergency work is estimated to cost approximately \$300,000, with the City's property insurance policy covering the amount. Since the last meeting, staff has been working closely with contractors and engineers to define the scope of the needed repairs, review new warranty terms, and gathering construction and installation proposals. Staff has several components of necessary equipment that has recently become available, while awaiting for additional equipment and contractors to provide labor proposals.

The PCC also requires that staff report to the City Council at its next meeting the actions taken to cure the emergency. Such a report and an accompanying resolution must be provided (and approved by the City Council, by four-fifths vote) through the period of time needed for completion of the needed repairs.

STAFF RECOMMENDATION

It is recommended that the City Council adopt the proposed resolution as it finds and determines that there is a need to continue the action previously authorized by Resolution No. 2022-70.


Jose Gomez
Director of Finance & Administrative Services


Thaddeus McCormack
City Manager

RESOLUTION NO. 2023-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD FINDING AND DETERMINING THAT THERE IS A NEED TO CONTINUE TAKING EMERGENCY ACTION REGARDING THE NEED TO MAKE REPAIRS TO THE BOLIVAR PARK STORMWATER CAPTURE BUILDING AND EQUIPMENT

WHEREAS, on September 13, 2022, the City Council adopted Resolution No. 2022-70, finding and determining that it was necessary to take emergency action due to the fact that the Bolivar Park Stormwater Capture Building and Equipment were damaged as a result of a traffic collision; and

WHEREAS, the City has not completed the actions authorized by Resolution No. 2022-70;

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

SECTION 1. Based on the evidence contained in the staff report submitted herewith, the City Council finds and determines that there is a need to continue the action authorized by Resolution No. 2022-70.

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

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

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

ADOPTED AND APPROVED THIS 28TH DAY OF MARCH, 2023.

Mayor

ATTEST:

City Clerk

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COUNCIL AGENDA

March 28, 2023

TO: The Honorable Mayor and City Council

SUBJECT: Notice of Completion – Major & Collector Street Paving FY22 - PW Project 22-01

INTRODUCTION

The project resurfaced nine centerline miles of street segments using various transportation funds.

STATEMENT OF FACT

The streets shown in the below table were resurfaced using rubberized asphalt. The damaged curb and gutter and sidewalk were replaced along with ADA improvements.

Street	Segment
Candlewood	Fidler – City Limits west of Paramount
Harvey	Bellflower - Woodruff
Downey	Del Amo – Country Club
Del Amo	Downey - Cherry
Del Amo	Studebaker - Bloomfield
Los Coyotes Blvd	Del Amo - Pioneer
Los Coyotes Diagonal	Harvey Way to the north dead end
Pioneer	Del Amo - Carson
Ashworth	Clark - Woodruff
Castana	South - Ashworth
Hersholt	South - Hedda

The construction costs were funded using Proposition C, Measure R, Measure M, Exchanged STPL funds, and SB 1 (RMRA). The Exchanged STPL was Federal Surface Transportation Program-Local that LAC Metro allowed the City to exchange for Metro Local Transportation Funds which simplifies record-keeping requirements. SB 1 (RMRA) is Senate Bill 1 Road Maintenance and Rehabilitation Account.

On February 8, 2022, the City Council awarded a contract for Major & Collector Street Paving FY22 - PW Project 22-01 in the amount of \$4,455,840 to R. J. Noble Company. The City Council authorized staff to approve contract change orders up to \$500,000. The Council also approved Willdan Engineering’s proposal to provide construction management in the amount of \$127,800. This proposal was based on a construction contract allowing 100 working days. With the added paving and concrete work, construction management services were needed for an additional five months. Willdan has submitted a request for an additional \$48,743 based on time and materials.


On February 22, 2022, the City Council approved an additional \$900,000 to pave Pioneer Boulevard and for ADA curb ramps along Ashworth for a total contract amount of \$5,355,840 plus \$500,000 in contingency.


The final amount of the construction contract was \$5,631,165.67, utilizing \$224,675 of the contingency for construction. The increased paving amount of \$275,325 is a 5.1% increase to the R.J. Noble Company contract. The increase was due mainly to added concrete work and additional scope to pave Los Coyotes Diagonal from Harvey Way to the north dead end.

RECOMMENDATION

That the City Council:

1. Accept the work constructed by R.J. Noble Company of Orange for "Major & Collector Street Paving FY22 - PW Project 22-01" in the amount of \$5,631,165.67 and authorize the City Clerk to file the Notice of Completion for the project.
2. Authorize staff to ratify Willdan Engineering's Construction Management contract by \$48,743 to an amount of \$176,543.

Kelli Pickler 
Director of Public Works


Thaddeus McCormack
City Manager

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COUNCIL AGENDA

March 28, 2023

TO: The Honorable Mayor and City Council

SUBJECT: Fund Exchange Agreement with Metro

INTRODUCTION

Each year the City receives federal Surface Transportation Program-Local (STPL) funds, typically in the range of \$235,000 to be used for the maintenance of streets that are eligible for federal funding. The Department of Transportation Appropriations Act of 2021 also allocated Highway Infrastructure Program (HIP) funds for local jurisdictions. The City was assigned \$374,607 in HIP funds.

The Los Angeles County Metropolitan Transportation Authority (LACMTA or Metro) is willing to enter into an Agreement to exchange City STPL and HIP funds for local Metro funds that have less restrictions in the administration of their use. There is a 2% administrative fee.

STATEMENT OF FACT


Federal funds have reporting and record-keeping requirements that can be difficult, time-consuming, and costly to properly account for the usage of federal funds. The exchange for local funds allows the City to follow City procurement procedures for contracting and accounting purposes rather than the more restrictive federal procurement procedures.

The City has an STPL balance of \$489,153 and HIP balance of \$374,607. After Metro's two-percent processing and administrative fee, the City will net \$846,485.

The City will have three years to spend the funds on streets that are eligible for federal aid.

RECOMMENDATION

The City Council approve a Funding Exchange Agreement with Los Angeles County Metropolitan Transportation Authority that exchanges \$489,153 of City STPL funds and \$374,607 of HIP funds for a net (after 2% fee) of \$846,485 of Metro Local Transportation funds and authorize the City Manager to sign the Agreement in a form approved by the City Attorney.

Kelli Pickler 
Director of Public Works


Thaddeus McCormack
City Manager

**EXCHANGE AGREEMENT AND ASSIGNMENT OF FEDERAL SURFACE
TRANSPORTATION PROGRAM-LOCAL AND HIGHWAY INFRASTRUCTURE
PROGRAMS FUNDS**

This Exchange Agreement and Assignment of Federal Surface Transportation Program-Local and Highway Infrastructure Programs Funds ("AGREEMENT"), is made and entered into as of July 1, 2022, by and between the City of Lakewood ("CITY") and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

RECITALS:

CITY is eligible for and has available Federal Surface Transportation Program-Local ("STP-L Funds") and Highway Infrastructure Programs funds ("HIP Funds").

- A. CITY desires to exchange \$489,153 of CITY's STP-L Funds ("STP-L Funds Balance") and its total allocation of \$374,607 of CITY's HIP Funds ("HIP Funds Balance") that LACMTA approved on April 22, 2021 for a like total amount of \$863,760 of LACMTA Local Transportation Funds ("LACMTA Funds").
- B. LACMTA is willing to exchange \$863,760 in LACMTA Funds for a like total amount of CITY's STP-L Funds and CITY's HIP Funds subject to the terms and conditions contained herein.
- C. An exchange of CITY's STP-L Funds and CITY's HIP Funds with LACMTA Funds is beneficial to and in the general interest of CITY and LACMTA.

NOW THEREFORE, in consideration of the mutual benefits to be derived by CITY and LACMTA, and of the promises contained herein, it is hereby agreed as follows:

AGREEMENT:

- 1. CITY hereby assigns to LACMTA \$489,153 of CITY's STP-L Funds and \$374,607 of CITY's HIP Funds. LACMTA shall be authorized to deduct such amounts from CITY's STP-L Funds Balance and CITY's HIP Funds Balance, respectively. This assignment shall be automatically effective upon full execution of this AGREEMENT without the necessity of the execution, delivery or recording of any further instrument whatsoever. Notwithstanding the foregoing, at LACMTA's request, CITY shall execute and deliver such documents and instruments as may be required to evidence such assignment of STP-L Funds and HIP Funds.
- 2. LACMTA hereby accepts CITY's assignment of CITY's STP-L Funds and CITY's HIP Funds for use on federal-aid eligible project(s), to be determined by LACMTA in its sole and absolute discretion.

3. Upon receipt of (i) a fully executed AGREEMENT, (ii) CITY's written certification of the amounts of CITY's STP-L Funds Balance and CITY's HIP Funds Balance, as defined herein, which CITY's STP-L Funds Balance and CITY's HIP Funds Balance show that CITY has sufficient STP-L Funds and HIP Funds to meet its obligations hereunder, and (iii) LACMTA's deduction of CITY's STP-L Funds and CITY's HIP Funds as provided in paragraph 1 above, LACMTA shall pay CITY \$846,485 of LACMTA Funds which includes the deduction for the processing fee described in paragraph 5 below. For purposes of this AGREEMENT, CITY's "STP-L Funds Balance" and CITY's "HIP Funds Balance" shall mean the amounts of funds contained in CITY's STP-L Funds and CITY's HIP Funds accounts as of the date that this AGREEMENT is fully executed, which include CITY's apportionment share of FY22 STP-L Funds and share of HIP Funds from the federal Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) that was enacted on December 27, 2020. If the STP-L Funds Balance and HIP Funds Balance become insufficient to satisfy CITY's exchange obligations hereunder, CITY hereby authorizes LACMTA to deduct from CITY's future balance of STP-L funds until LACMTA has in the aggregate received the amount of CITY's STP-L Funds and CITY's HIP Funds specified in paragraph 1 above.

4. CITY must complete and submit an Automated Clearing House (ACH) form (Exhibit A) through LACMTA's website to allow LACMTA to make disbursements electronically. Disbursements via ACH will be made at no cost to CITY. If electronic disbursements are not the preferred method of disbursement, CITY may request an exception in writing.

5. CITY shall pay LACMTA a two-percent (2%) processing and administrative fee (the "Processing Fee") in connection with the exchange contemplated by this AGREEMENT. The Processing Fee shall be assessed against the total amount of LACMTA Funds payable to CITY. CITY hereby authorizes LACMTA to deduct the Processing Fee from the amount LACMTA is to pay CITY hereunder.

6. CITY shall expend the LACMTA Funds on an STP-L and HIP Eligible Project and by the Lapsing Date, consistent with the Statement of Work, Schedule and Budget provided in Exhibit B. For the purposes of this AGREEMENT, the "Lapsing Date" shall mean the date that is three (3) years from the date that this AGREEMENT is fully executed. Any LACMTA Funds not expended by the Lapsing Date shall lapse and be returned to LACMTA within thirty (30) days of the Lapsing Date for further programming to third parties as LACMTA determines in its sole discretion.

- A. For the purposes of this AGREEMENT, the term "Eligible Project" shall mean the transportation activities described in Exhibit B that: i) would normally qualify under Section 133(b) of Title 23, U.S.C; or ii) are for costs related to preventive maintenance, routine maintenance, debt service payments, availability payments, operations, personnel (including salaries of employees and those employees who have been placed on administrative leave, or contractors), and coverage for other revenue losses due to the coronavirus pandemic. Any other applicable federal regulations and standards related to procurement and project delivery issues may be substituted with applicable state and local regulations, standards, and policies.
- B. The term "expend" as used in Section 6 shall mean "encumbered by an awarded

contract or paid for an eligible transportation activity".

- C. If the LACMTA Funds have lapsed and CITY has not returned all or a portion of the lapsed LACMTA Funds to LACMTA, then CITY shall be considered to be in default and agrees that such outstanding payments shall be paid from CITY funds in the following priority: first, from any of CITY's unobligated HIP Funds Balance, then from CITY's STP-L Funds Balance, then from CITY's Proposition A local return funds, then from CITY's Proposition C local return funds, then from CITY's Measure R local return funds, and then from CITY's Measure M local return funds. If CITY is in default hereunder, in addition to all rights and remedies available to LACMTA at law or in equity and without further notice or ability to cure by CITY, CITY hereby authorizes LACMTA to withhold the applicable HIP, STP-L or local return funds in the amount needed to satisfy the outstanding amount of lapsed LACMTA Funds due and owing to LACMTA prior to LACMTA transferring the balance of such funds to the CITY in accordance with the applicable state laws or ordinances.

7. CITY must use the LACMTA Funds in the most cost-effective manner. If CITY intends to use a consultant or contractor to implement all or part of the STP-L and HIP Eligible Project, LACMTA requires that such activities be procured in accordance with CITY's contracting procedures and be consistent with State law as appropriate. CITY will also use the LACMTA Funds in the most cost-effective manner when the LACMTA Funds are used to pay "in-house" staff time. CITY staff or consultants with project oversight roles may not award work to companies in which they have a financial or personal interest. This effective use of funds provision will be verified by LACMTA through on-going project monitoring and through any LACMTA interim and final audits.

8. LACMTA, and/or its designee, shall have the right to conduct audits of CITY's use of the LACMTA Funds, as deemed appropriate, such as financial and compliance audits; interim audits; pre-award audits, performance audits, and final audits. CITY agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). CITY's records shall include, without limitation, any supporting evidence deemed necessary by LACMTA to substantiate CITY's use of LACMTA Funds. These records must be retained by CITY for five years following CITY's last use of the LACMTA Funds. CITY shall reimburse LACMTA for any expenditure not in compliance with the Scope of Work and/or not in compliance with other terms and conditions of this AGREEMENT. The eligibility of costs for CITY's own expenditures submitted to LACMTA for the Eligible Project shall be in compliance with Office of Management and Budget (OMB) Circular A-87 (relocated to Title 2 in the Code of Federal Regulations, Subtitle A, Chapter II, part 225). The eligibility of costs for CITY's contractors, consultants, and suppliers expenditures submitted to LACMTA through CITY's Monthly Progress Reports and Quarterly Expenditures shall be in compliance with OMB Circular A-87 (as relocated) or Federal Acquisition Regulation (FAR) Subpart 31 (whichever is applicable). Findings of the LACMTA audit are final. When LACMTA audit findings require CITY to return monies to LACMTA, CITY agrees to return the monies within thirty (30) days after the final audit is sent to CITY.

9. The terms of this AGREEMENT shall commence on the date that this AGREEMENT is fully executed and shall terminate once CITY has expended all the LACMTA Funds and all LACMTA audit and reporting requirements have been satisfied.

10. CITY shall fully indemnify, defend and hold LACMTA and its officers, agents, and employees harmless from and against any liability and expenses, including, without limitation, defend costs, any costs or liability on account of bodily injury, death or personal injury of any person, or for damages of any nature whatsoever arising out of (i) a breach of CITY's obligations under this AGREEMENT; or (ii) any act or omission of CITY or its officers, agents, employees, contractors, or subcontractors in the use of the LACMTA Funds.

11. LACMTA shall fully indemnify, defend and hold CITY and its officers, agents, and employees harmless from and against any liability and expenses, including, without limitation, defend costs, any costs or liability on account of bodily injury, death or personal injury of any person, or for damages to or loss of risk of property, any environmental obligations, any legal fees and any claims for damages of any nature whatsoever arising out of (i) a breach of LACMTA's obligations under this AGREEMENT; or (ii) any act or omission of LACMTA or its officers, agents, employees, contractors, or subcontractors in the use of CITY's STP-L Funds and CITY's HIP Funds.

12. This AGREEMENT may be amended or modified only by mutual written consent of LACMTA and CITY.

13. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY OF LAKEWOOD

Kelli Pickler, Director of Public Works
City of Lakewood
5050 Clark Avenue
Lakewood, CA 90712

LACMTA

Michael Richmai
Senior Manager, Countywide Planning and Development
One Gateway Plaza (Mail Stop: 99-23-3)
Los Angeles, California 90012-2952
RichmaiM@metro.net

14. This AGREEMENT shall be interpreted and governed by the laws of the State of California.

15. This AGREEMENT constitutes the entire understanding between the parties with respect to the subject matter herein.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers as of the date stated below.

**LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION
AUTHORITY**

CITY OF LAKEWOOD

By: _____
Stephanie N. Wiggins
Chief Executive Officer

By: _____
Thaddeus McCormack
City Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Dawyn R. Harrison
Interim County Counsel

City Attorney

By: _____  2/23/2023
Deputy

By: _____
City Attorney

AUTOMATED CLEARING HOUSE (ACH) PAYMENT AUTHORIZATION

SECTION I: <i>Supplier Information</i>		
Supplier Number:		
Company Name:		
Payment Address:		
City:	State: CA	Zip Code:
Contact Name:	Contact Phone Number:	
Email Address:		
SECTION II: <i>Banking Information</i>		
Tax ID:		
Bank Name (Required):		
Account Name:		
Account Type (Required): <input type="checkbox"/> Checking <input type="checkbox"/> Savings		
Account Number (Required):		
Routing Number (Required):		
SECTION III: <i>Authorization</i>		
Print Name of Authorized Person:		
Print Title :		
Phone Number:		
Signature of Authorized Person:		
Date:		
SECTION IV: <i>Approval - Metro Use Only</i>		
Approved by:	Date:	
Entered by:	Date:	

AUTOMATED CLEARING HOUSE (ACH) PAYMENT AUTHORIZATION

Field	Description
Supplier Number	If you know the supplier number, please enter. If not, not required.
Company Name	Enter name of company doing business with L.A. Metro.
Payment Address	Enter address where payment may be mailed in accordance with Metro records.
Contact Name	Enter name of person from your company that Metro may contact for more information if required.
Contact Phone Number	Enter number where contact person may be reached.
Email Address	Enter the email address where payment detail information can be sent (i.e., information to include payment amount, payment date, description of invoices paid, etc.)
Tax ID Number	Enter company's tax identification number.
Bank Name	Enter the bank name where payments are to be sent (i.e. Bank of America, Washington Mutual, etc.)
Routing Number	Enter the first 9 numbers of the account to which you would like funds sent. This information is located on your check for the account. Do not use information from a deposit slip.
Account Name	Enter the official name of the account.
Account Number	Enter the account number to which funds are to be sent.
Account Type	Check the appropriate account type
Authorized Person & Title	Enter name and title of person of your company authorized to approve ACH transactions.
Signature	Must be a wet signature
Phone Number	Enter phone number where authorized person may be contacted.

AUTOMATED CLEARING HOUSE (ACH) PAYMENT AUTHORIZATION

Please mail your completed form along with a copy of a
voided check to:

Metro Accounts Payable
P.O. Box 512296
Los Angeles, CA 90051

Questions? Please feel free to contact the AP hotline at:

213-922-6811 option 3

STATEMENT OF WORK

Project Title: Major Street Pavement Rehab

Project Description: Pavement rehab for various streets in the City of Lakewood. Project will generally cold mill 2.5 inches of existing AC pavement and overlay with 2.5 inches ARHM. (Project Design Engineering may determine a different strategy.) Restriping and reinstallation of traffic loops and any needed incidental work such as repairing sidewalks, curb and gutter and ADA curb ramps.

Project Schedule:

Advertise	April 2023
Award Contract	May 2023
Start Construction	July 2023
Complete Construction	September 2023

Project Funding:

LACMTA Funds*	\$846,485
Total Funding	\$846,485

*This is the net amount after Metro's 2% administrative fee assessment.

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COUNCIL AGENDA

March 28, 2023

TO: The Honorable Mayor and City Council

SUBJECT: Authorize Purchase of FF&E and Delivery and Attachment of Modular Office Units for Community Development (CD) and Public Works (PW)

INTRODUCTION

On September 28, 2021 Council authorized the American Rescue Plan Act (ARPA) Ad Hoc committee's recommended use of federal funds for the purchase and installation of a modular office unit at City Hall. This modular office unit will replace an existing, smaller office trailer to increase capacity and provide sufficient space for 8 City employees along with plan and file storage. The existing trailer currently only accommodates three city employees and the additional capacity is necessary to house Code Enforcement staff that have been temporarily relocated at the Centre in an effort to decrease staffing density in the City Hall office area the during the pandemic. The existing trailer will be relocated to the Nixon yard site to be utilized for City file storage. Staff is requesting authorization to purchase the furniture, fixtures, and equipment (FF&E) for the new offices, as well as the removal/relocation of the existing trailer and the delivery/placement of the new modular office unit.

STATEMENT OF FACT

The City's Purchasing Policy allows for purchases to be made on behalf of the City through any governmental entity, including, but not limited to, the State of California, the County of Los Angeles, other cities or special districts, or cooperatives, provided that the entity acquiring the supplies or equipment substantially adhere to the procedures set forth in the policy. The City is a member of both OMNIA and TIPS purchasing cooperatives. Both OMNIA Partners and TIPS-USA, an acronym for The Interlocal Purchasing System, are purchasing cooperatives that offers access to competitively procured contracts to its membership. The City of Lakewood benefits by being a member of both purchasing cooperatives by receiving access to competitively procured contracts with quality vendors, savings of time and financial resources necessary to fulfill bid requirements, assistance with purchasing process by qualified staff, and access to pricing based on high profile contracts. Staff tasked on-call architect, Dahlin Group, with the design and procurement of the furniture fixtures and equipment (FF&E) for the new offices through their sub-consultant Interior Motions. The FF&E includes all new workstations, partitions, filing, plan flat files, and chairs to accommodate the 8 workspaces that will be in the new trailer as well as the storage room located in each office (Public Works and Code Enforcement). Interior Motions provided the design and layout of the new offices. The proposal includes an OMNIA purchasing cooperative discount of 59% with a total cost savings of \$133,038.67 and a total not-to-exceed cost of \$100,542.45. The procurement time is approximately 8-10 weeks with the furniture estimated to arrive in June.

Authorize Purchase of FF&E and Delivery/Placement of Modular Office Unit for Community Development (CD) and Public Works (PW)

March 28, 2023

Page Two

The modular office units were ordered in April 2022 and construction of the units is complete as of March 3, 2023. Pacific Mobile Structures Inc. has provided an updated quote for the relocation of the existing office trailer and delivery and attachment of the new modular office units at a price of 61,882.76. This price includes a purchasing cooperative discount of \$1,219.01 using TIPS-USA. This proposal does not include associated costs such as site work, utilities, and interior improvements such as flooring and drywall installation, which will be bid out as a Public Works project. The project budget was preliminarily estimated at \$550,000 however staff reported to Council in April 2022 that due to the price of the modular unit increasing from the original estimate at project development, as well as our estimate of other associated projects costs increasing due to similar market force dynamics, and a more refined understanding of the project scope of work, that the project is currently estimated at \$750,000, or \$200,000 over the initial project budget.

Staff is finalizing the construction drawings for the site work and intends to bid out the project in the coming month and will return to Council for a budget adjustment once bids have been received on the project. There are sufficient funds in account 10259922-58200-70120 for the purchase of the FF&E and relocation of the existing office trailer and delivery and attachment of the new modular office units.

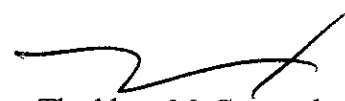
On March 20th, this project was discussed at the CIP Committee for their concurrence of this project and staff recommends authorizing the purchase of the FF&E from Interior Motions at a not-to-exceed price of \$100,524.45, as well as authoring the relocation of the existing office trailer and delivery and attachment of the modular office units by Pacific Mobile Structures Inc. at a not-to-exceed price of \$61,882.76.

RECOMMENDATIONS

Staff recommends that the City Council:

- (1) Authorize staff to purchase the removal/relocation of the existing office trailer and delivery/attachment of a new modular office unit by Pacific Mobile Structures Inc. in an amount not-to-exceed \$61,882.76, and authorize the Mayor to sign the proposal.
- (2) Authorize staff to purchase the FF&E for the CD/PW modular office unit from Interior Motions in an amount not-to-exceed \$100,542.45, and authorize the Mayor to sign the proposal.

Kelli Pickler
Director of Public Works


Thaddeus McCormack
City Manager



interior
motions

Proposal

Interior Motions
1465 Park Av.
Emeryville, CA 94608
Phone: 510-653-6100
info@interiomotions.com
www.interiomotions.com

Quote/Order No	13134
Date	03/09/2023
Customer PO No	
Customer Account	4300
Sales Associate	Jennifer Burton
Project Number	
Terms	70% DEPOSIT NET 20
Page	1 of 35

T
O City of Lakewood
PO Box 220
Lakewood, CA 90714-0220

ATTN: Kevin Yamakawa
Phone: (562) 489-8071
KYamakawa@lakewoodcity.org

S
H
I
P City of Lakewood
6929 Nixon St.
Lakewood, CA 90713

T
O ATTN: Kevin Yamakawa
Phone: (562) 489-8071
KYamakawa@lakewoodcity.org

Prepared for : Jennifer Burton

City Hall Modular Building

Group	Quantity	Description	Unit Price	Extended Amount
Group 1	1.0	Subtotal for all Herman Miller product priced on OMNIA Contract ANR482. Tier 2 Project Discounting. Total List Price: \$184,492.00 Total Sell Price: \$ 63,099.80 Total Savings: \$121,392.20 Avg Discount: 65.80%	63,099.80	63,099.80

Line	Quantity	Catalog Number/Description	List	Unit Price	Extended Amount
1	2.00 Each	Herman Miller Inc. #22764 AAS32H02--WHT-MOV-SLS-FGL-ZMD-02 @About A Stool Wood Base, High Ht w/ Optional Front Upholstery,polypropylene shell, front upholstery WHT:@white MOV:@matte lacquered oak veneer SLS:@stainless steel FGL:@felt glides ZMD:@mode-Pr Cat (HAY) 1 02:+mode intaglio Mark Line For: Tag L3: A_Public Works % Off List: 48.00 Contract #: ANR482	812.00	422.24	844.48
2	3.00 Each	Herman Miller Inc. #22764 Y5010.--8Q +Drw,Pencil 21W 16D	72.00	31.68	95.04



interior
motions

Proposal

Interior Motions
1465 Park Av.
Emeryville, CA 94608
Phone: 510-653-6100
info@interiormotions.com
www.interiormotions.com

Quote/Order No	13134
Date	03/09/2023
Customer PO No	
Customer Account	4300
Sales Associate	Jennifer Burton
Project Number	
Terms	70% DEPOSIT NET 20
Page	2 of 35

		8Q:+folkstone grey Mark Line For: Tag TG: PD Tag L3: A_Public Works % Off List: 56.00 Contract #: ANR482			
3	1.00 Each	Herman Miller Inc. #22764 Y1113.48YL--8Q-8Q +Modesty Panel,w/added cable trough,Lam Top/TP Edge 48W 8Q:+folkstone grey 8Q:+folkstone grey Mark Line For: Tag L3: A_Public Works % Off List: 56.00 Contract #: ANR482	700.00	308.00	308.00
4	1.00 Each	Herman Miller Inc. #22764 Y91021.WT2--0I +Wishbone Plus Single-Screen Monitor Arm Assembly,Wishbone Post,through-surf mount,up to 2 3/4" thick 0I:+silver Mark Line For: Tag L3: A_Public Works % Off List: 56.00 Contract #: ANR482	574.00	252.56	252.56
5	3.00 Each	Herman Miller Inc. #22764 FT110.6830N--91 +Frame,Base Covers, no knockouts 68H 30W 91:+white Mark Line For: Tag TG: 68/30N Tag L3: A_Public Works % Off List: 71.00 Contract #: ANR482	323.00	93.67	281.01
6	3.00		339.00	98.31	294.93



interior
motions

Proposal

Interior Motions
1465 Park Av.
Emeryville, CA 94608
Phone: 510-653-6100
info@interiormotions.com
www.interiormotions.com

Quote/Order No	13134
Date	03/09/2023
Customer PO No	
Customer Account	4300
Sales Associate	Jennifer Burton
Project Number	
Terms	70% DEPOSIT NET 20
Page	3 of 35

	Each	Herman Miller Inc. #22764 FT110.6836N--91 +Frame,Base Covers, no knockouts 68H 36W 91:+white Mark Line For: Tag TG: 68/36N Tag L3: A_Public Works % Off List: 71.00 Contract #: ANR482			
7	3.00 Each	Herman Miller Inc. #22764 FT110.6848N--91 +Frame,Base Covers, no knockouts 68H 48W 91:+white Mark Line For: Tag TG: 68/48N Tag L3: A_Public Works % Off List: 71.00 Contract #: ANR482	379.00	109.91	329.73
8	3.00 Each	Herman Miller Inc. #22764 FT112.30AP--91 +Frame Top Cap,Standard Ptd 30W 91:+white Mark Line For: Tag TG: A Tag L3: A_Public Works % Off List: 71.00 Contract #: ANR482	46.00	13.34	40.02
9	3.00 Each	Herman Miller Inc. #22764 FT112.36AP--91 +Frame Top Cap,Standard Ptd 36W 91:+white Mark Line For: Tag TG: A Tag L3: A_Public Works % Off List: 71.00 Contract #: ANR482	51.00	14.79	44.37



interior
motions

Proposal

Interior Motions
1465 Park Av.
Emeryville, CA 94608
Phone: 510-653-6100
info@interiomotions.com
www.interiomotions.com

Quote/Order No	13134
Date	03/09/2023
Customer PO No	
Customer Account	4300
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10	3.00 Each	Herman Miller Inc. #22764 FT112.48AP--91 +Frame Top Cap, Standard Ptd 48W 91:+white Mark Line For: Tag TG: A Tag L3: A_Public Works % Off List: 71.00 Contract #: ANR482	62.00	17.98	53.94
11	3.00 Each	Herman Miller Inc. #22764 FT121.257 +Conn 90, Universal, 2way, 90 deg-for 53H frames and higher Mark Line For: Tag L3: A_Public Works % Off List: 71.00 Contract #: ANR482	131.00	37.99	113.97
12	3.00 Each	Herman Miller Inc. #22764 FT123.268BP--91 +Conn Cover 90-Deg, 2 Sides Covered, Base Cover Ptd 68H 91:+white Mark Line For: Tag TG: 2/68B Tag L3: A_Public Works % Off List: 71.00 Contract #: ANR482	96.00	27.84	83.52
13	3.00 Each	Herman Miller Inc. #22764 FT126.2AP--91 +Top Cap, Conn 90-Deg, Connects-2 Frame Top Caps, 90-Deg Ptd 91:+white Mark Line For: Tag TG: 2A Tag L3: A_Public Works % Off List: 71.00	45.00	13.05	39.15



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		Contract #: ANR482			
14	3.00 Each	Herman Miller Inc. #22764 FT128.68 +Connection Hardware, Frame-to-Frame 68H Mark Line For: Tag L3: A_Public Works % Off List: 71.00 Contract #: ANR482	47.00	13.63	40.89
15	3.00 Each	Herman Miller Inc. #22764 FT160.68BP--91 +Finished End,Base Cover Ptd 68H 91:+white Mark Line For: Tag TG: 68B Tag L3: A_Public Works % Off List: 71.00 Contract #: ANR482	102.00	29.58	88.74
16	6.00 Each	Herman Miller Inc. #22764 FT180.6330T--91-3DE-01 +Tile,Full-Height,Tackable Fabric 63H 30W 91:+white 3DE:+dex-Pr Cat 1 01:+dex frost Mark Line For: Tag TG: LMT63 Tag L3: A_Public Works % Off List: 71.00 Contract #: ANR482	285.00	82.65	495.90
17	6.00 Each	Herman Miller Inc. #22764 FT180.6336T--91-3DE-01 +Tile,Full-Height,Tackable Fabric 63H 36W 91:+white 3DE:+dex-Pr Cat 1 01:+dex frost Mark Line For: Tag TG: LMT63	360.00	104.40	626.40



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		Tag L3: A_Public Works % Off List: 71.00 Contract #: ANR482			
18	6.00 Each	Herman Miller Inc. #22764 FT180.6348T--91-3DE-01 +Tile,Full-Height,Tackable Fabric 63H 48W 91:+white 3DE:+dex-Pr Cat 1 01:+dex frost Mark Line For: Tag TG: LMT63 Tag L3: A_Public Works % Off List: 71.00 Contract #: ANR482	411.00	119.19	715.14
19	3.00 Each	Herman Miller Inc. #22764 FT190.68 +Wall Start 68H Mark Line For: Tag TG: 68 Tag L3: A_Public Works % Off List: 71.00 Contract #: ANR482	112.00	32.48	97.44
20	1.00 Each	Herman Miller Inc. #22764 FT2B2.FP--8Q-8Q +Universal Post Leg,Fxd Hght,Lft-Hand & Rt-Hand,Pair 8Q:@folkstone grey 8Q:+folkstone grey Mark Line For: Tag L3: A_Public Works % Off List: 71.00 Contract #: ANR482	1,077.00	312.33	312.33
21	3.00 Each	Herman Miller Inc. #22764 FT920.79 +Wall Start Filler 79H	248.00	71.92	215.76



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		Mark Line For: Tag L3: A_Public Works % Off List: 71.00 Contract #: ANR482			
22	1.00 Each	Herman Miller Inc. #22764 FTS10.2478LS--LBA-LBA +Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 24D 78W, No Brkts LBA:+clear on ash LBA:+clear on ash Mark Line For: Tag TG: 24/78 Tag L3: A_Public Works % Off List: 71.00 Contract #: ANR482	604.00	175.16	175.16
23	1.00 Each	Herman Miller Inc. #22764 FV43H.WM1536LWTL--KA-8Q-91 @Ovhd Stg Cab, Hinged Doors, Wall Mount, Lam Case/ Doors, Finished Case Top, Lock, 15H 36W KA:@keyed alike 8Q:@folkstone grey 91:@white Mark Line For: Tag L3: A_Public Works % Off List: 71.00 Contract #: ANR482	1,727.00	500.83	500.83
24	1.00 Each	Herman Miller Inc. #22764 FV43H.WM1542LWTL--KA-8Q-91 @Ovhd Stg Cab, Hinged Doors, Wall Mount, Lam Case/ Doors, Finished Case Top, Lock, 15H 42W KA:@keyed alike 8Q:@folkstone grey 91:@white Mark Line For: Tag L3: A_Public Works % Off List: 71.00	1,801.00	522.29	522.29



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		Contract #: ANR482			
25	3.00 Each	Herman Miller Inc. #22764 FV43S.F815362FG03--8Q-91-8Q @Ovhd Stg Cab, Sliding Doors, Canvas Frm Conn, Full Sliding Door, Lam Case/Glass Door, 3/8" Lam Thin Top, 15H 36W 8Q:@folkstone grey 91:@white 8Q:@folkstone grey Mark Line For: Tag L3: A_Public Works % Off List: 71.00 Contract #: ANR482	3,068.00	889.72	2,669.16
26	1.00 Each	Herman Miller Inc. #22764 FV980.WM1636T--3DE-01 +Tackboard,wall mntd,Tckble Fabric 16H 36W 3DE:+dex-Pr Cat 1 01:+dex frost Mark Line For: Tag TG: TBW16/36 Tag L3: A_Public Works % Off List: 71.00 Contract #: ANR482	293.00	84.97	84.97
27	1.00 Each	Herman Miller Inc. #22764 FV980.WM1642T--3DE-01 +Tackboard,wall mntd,Tckble Fabric 16H 42W 3DE:+dex-Pr Cat 1 01:+dex frost Mark Line For: Tag TG: TBW16/42 Tag L3: A_Public Works % Off List: 71.00 Contract #: ANR482	337.00	97.73	97.73
28	3.00 Each	Herman Miller Inc. #22764 G6160.AB	573.00	163.31	489.93



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		+Twist LED Task Light,Single unit,Brkt Att Mark Line For: Tag L3: A_Public Works % Off List: 71.50 Contract #: ANR482			
29	1.00 Each	Herman Miller Inc. #22764 G6160.BB +Twist LED Task Light,Starter unit,Brkt Att Mark Line For: Tag L3: A_Public Works % Off List: 71.50 Contract #: ANR482	690.00	196.65	196.65
30	1.00 Each	Herman Miller Inc. #22764 G6160.CB +Twist LED Task Light,Add-on unit,Brkt Att Mark Line For: Tag L3: A_Public Works % Off List: 71.50 Contract #: ANR482	497.00	141.65	141.65
31	3.00 Each	Herman Miller Inc. #22764 DV6ECS.2424N4872LD--SRM-LBA-LBA-S-8Q-NC-57 @Ext Cor Table w/ C-Foot,sq-edge,24" d lf x 24" d rt (23" surf size),no back cor cut,48" w lf x 72" w rt (46" x 70" surf size),high-pressure lam top/thermoplastic edge,electric ext range SRM:@digital read out with memory LBA:@clear on ash LBA:@clear on ash S:@grain runs with the longer side of the table 8Q:@folkstone grey NC:@no cutout 57:@glides Mark Line For: Tag TG: 24/48/72 Tag L3: A_Public Works % Off List: 69.00	5,644.00	1,749.64	5,248.92



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		Contract #: ANR482			
32	1.00 Each	Herman Miller Inc. #22764 DV6ECS.2424N6060LD--SRM-LBA-LBA-R-8Q-NC-57 @Ext Cor Table w/ C-Foot,sq-edge,24" d lf x 24" d rt (23" surf size),no back cor cut,60" w lf x 60" w rt (58" x 58" surf size),high-pressure lam top/thermoplastic edge,electric ext range SRM:@digital read out with memory LBA:@clear on ash LBA:@clear on ash R:@grain runs with user's right side 8Q:@folkstone grey NC:@no cutout 57:@glides Mark Line For: Tag TG: 24/60/60 Tag L3: A_Public Works % Off List: 69.00 Contract #: ANR482	5,644.00	1,749.64	1,749.64
33	1.00 Each	Herman Miller Inc. #22764 ZCELA--D02-40-W07-93.13-EZ-LBA-LBA Exact Size File Top Squared Vinyl Edge Lam Top for flat files D02:depth 30.01in - 54.00in 40:User Entry W07:width 84.01in - 96.00in 93.13:User Entry EZ:standard hmi high-pressure laminates LBA:clear on ash LBA:clear on ash Mark Line For: Tag L3: A_Public Works % Off List: 56.00 Contract #: ANR482	1,322.00	581.68	581.68
34	1.00 Each	Herman Miller Inc. #22764 ZCELA--D01-23.25-W01-20-EZ-LBA-LBA	151.00	66.44	66.44



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		Exact Size File Top Squared Vinyl Edge Lam Top for mobile ped D01:depth 15.00in - 30.00in 23.25>User Entry W01:width 15.00in - 24.00in 20>User Entry EZ:standard hmi high-pressure laminates LBA:clear on ash LBA:clear on ash Mark Line For: Tag L3: A_Public Works % Off List: 56.00 Contract #: ANR482			
35	1.00 Each	Herman Miller Inc. #22764 ZCELA--D01-30-W03-42-EZ-LBA-LBA Exact Size File Top Squared Vinyl Edge Lam Top for ROLLED DRAWING STORAGE UNIT D01:depth 15.00in - 30.00in 30>User Entry W03:width 36.01in - 48.00in 42>User Entry EZ:standard hmi high-pressure laminates LBA:clear on ash LBA:clear on ash Mark Line For: Tag L3: A_Public Works % Off List: 56.00 Contract #: ANR482	297.00	130.68	130.68
36	2.00 Each	Herman Miller Inc. #22764 AD10UB--MA-HG-MS-3DE-01 +Side Chr,Aside,Uphst Outer Back MA:+metal arms HG:+glide with insert, carpet or hard floors MS:+metallic silver 3DE:+dex-Pr Cat 1 01:+dex frost Mark Line For: Tag L3: A_Public Works	677.00	304.65	609.30



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		% Off List: 55.00 Contract #: ANR482			
37	4.00 Each	Herman Miller Inc. #22764 MI1B327AA--AJ-VPR-C9-4RM-01-30-15 +Lino Work Chair, Susp Back-Asmbed, Std Hgt, Synchronous Tlt Lim/Ang, Fully Adj Arms, Adj Seat Dpth AJ:+adjustable lumbar with sacral support VPR:+mineral base/mineral frame C9:+2 1/2" braking caster, black yoke, hard floors or carpet 4RM:+duo suspension-Pr Cat 1 01:+duo suspension mineral 30:+rhythm-Pr Cat 2 15:+rhythm charcoal Mark Line For: Tag L3: A_Public Works % Off List: 53.00 Contract #: ANR482	1,401.00	658.47	2,633.88
38	3.00 Each	Herman Miller Inc. #22764 L2EW.36241BBFHA--M-8Q-NH-CB-KA @Ext Width Surface-Attached Pedestal,36" w,24" d,base,BBF,high-pressure lam w/ thermo edge,arc pull M:+metal 8Q:+folkstone grey NH:+brushed nickel CB:+counterweight KA:+keyed alike Mark Line For: Tag L3: A_Public Works % Off List: 68.20 Contract #: ANR482	2,565.00	815.67	2,447.01
39	1.00 Each	Herman Miller Inc. #22764 L2EW.42241FFHA--M-8Q-NH-CB-KA @Ext Width Surface-Attached Pedestal,42" w,24" d,base,FF,high-pressure lam w/ thermo edge,arc pull	2,624.00	834.43	834.43



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		M:+metal 8Q:+folkstone grey NH:+brushed nickel CB:+counterweight KA:+keyed alike Mark Line For: Tag L3: A_Public Works % Off List: 68.20 Contract #: ANR482			
40	3.00 Each	Herman Miller Inc. #22764 L2ST.036246--LBA +Stg Top, 1-1/4 Lam, 36W 24D LBA:+clear on ash Mark Line For: Tag L3: A_Public Works % Off List: 68.20 Contract #: ANR482	426.00	135.47	406.41
41	1.00 Each	Herman Miller Inc. #22764 LG500.4264--SS-8Q +Bookcase 42W 64H SS:+smooth paint on smooth steel 8Q:+folkstone grey Mark Line For: Tag L3: A_Public Works % Off List: 68.20 Contract #: ANR482	1,870.00	594.66	594.66
42	1.00 Each	Herman Miller Inc. #22764 LG906 +Utility Tray, Tu Ped Mark Line For: Tag L3: A_Public Works % Off List: 68.21 Contract #: ANR482	28.00	8.90	8.90
43	1.00 Each	Herman Miller Inc. #22764 LQ11D.24BBF--SB-SS-8Q-KA-NH-2M-HN	1,095.00	348.21	348.21



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		<p>+Ped Arc Pull,Mobile,Ptd Mtl Frnt, 24D B/B/F SB:+full-extension ball-bearing SS:+smooth paint on smooth steel 8Q:+folkstone grey KA:+keyed alike NH:+brushed nickel 2M:+drawer divider in box drawers, 2 file converters in file drawer HN:+no hand grip Mark Line For: Tag L3: A_Public Works</p> <p>% Off List: 68.20 Contract #: ANR482</p>			
44	1.00 Each	<p>Herman Miller Inc. #22764 26-3020-5--SS-8Q-T2-D-9M-KA-E-9P-E-9P-E-9P-E-9P- CB-B2 +Lateral File Std Pull 5-High 30W 20D SS:+smooth paint on smooth steel 8Q:+folkstone grey T2:+1 1/4"-high painted metal top with squared edge D:+flip pull-out shelf 13-1/8 9M:+Movable Dividers KA:+keyed alike E:+fixed front 13-1/8 9P:+Front to Back Hanging E:+fixed front 13-1/8 9P:+Front to Back Hanging E:+fixed front 13-1/8 9P:+Front to Back Hanging E:+fixed front 13-1/8 9P:+Front to Back Hanging CB:+counterweight B2:+Base 1-1/2 in H Mark Line For: Tag TG: 5/30/20 Tag L3: A_Public Works</p> <p>% Off List: 56.00</p>	2,394.00	1,053.36	1,053.36



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		Contract #: ANR482			
45	2.00 Each	Herman Miller Inc. #22764 26-3620-5--SS-8Q-T2-D-9M-KA-E-9P-E-9P-E-9P-E-9P- CB-B2 +Lateral File Std Pull 5-High 36W 20D SS:+smooth paint on smooth steel 8Q:+folkstone grey T2:+1 1/4"-high painted metal top with squared edge D:+flip pull-out shelf 13-1/8 9M:+Movable Dividers KA:+keyed alike E:+fixed front 13-1/8 9P:+Front to Back Hanging E:+fixed front 13-1/8 9P:+Front to Back Hanging E:+fixed front 13-1/8 9P:+Front to Back Hanging E:+fixed front 13-1/8 9P:+Front to Back Hanging CB:+counterweight B2:+Base 1-1/2 in H Mark Line For: Tag TG: 5/36/20 Tag L3: A_Public Works % Off List: 56.00 Contract #: ANR482	2,600.00	1,144.00	2,288.00
46	3.00 Each	Herman Miller Inc. #22764 46-3615-OB-68--SS-8Q-T2-NS4-B2 +Bkcase,Frstnd,No Doors 36W 65 5/8H SS:+smooth paint on smooth steel 8Q:+folkstone grey T2:+1 1/4"-high painted metal top with squared edge NS4:+4 shelves total B2:+1 1/2"-high base Mark Line For: Tag TG: BKCASE 15x36x68 Tag L3: A_Public Works	1,383.00	636.18	1,908.54



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		% Off List: 54.00 Contract #: ANR482			
47	3.00 Each	Herman Miller Inc. #22764 Y5010.--8Q +Drw,Pencil 21W 16D 8Q:+folkstone grey Mark Line For: Tag TG: PD Tag L3: B_Code Enforcement % Off List: 56.00 Contract #: ANR482	72.00	31.68	95.04
48	1.00 Each	Herman Miller Inc. #22764 Y1113.48YL--8Q-8Q +Modesty Panel,w/added cable trough,Lam Top/TP Edge 48W 8Q:+folkstone grey 8Q:+folkstone grey Mark Line For: Tag L3: B_Code Enforcement % Off List: 56.00 Contract #: ANR482	700.00	308.00	308.00
49	1.00 Each	Herman Miller Inc. #22764 Y91021.WT2--0I +Wishbone Plus Single-Screen Monitor Arm Assembly,Wishbone Post,through-surf mount,up to 2 3/4" thick 0I:+silver Mark Line For: Tag L3: B_Code Enforcement % Off List: 56.00 Contract #: ANR482	574.00	252.56	252.56
50	2.00 Each	Herman Miller Inc. #22764 FT110.6824N--91 +Frame,Base Covers, no knockouts 68H 24W 91:+white	308.00	89.32	178.64



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		Mark Line For: Tag TG: 68/24N Tag L3: B_Code Enforcement % Off List: 71.00 Contract #: ANR482			
51	1.00 Each	Herman Miller Inc. #22764 FT110.6830N--91 +Frame,Base Covers, no knockouts 68H 30W 91:+white Mark Line For: Tag TG: 68/30N Tag L3: B_Code Enforcement % Off List: 71.00 Contract #: ANR482	323.00	93.67	93.67
52	3.00 Each	Herman Miller Inc. #22764 FT110.6836N--91 +Frame,Base Covers, no knockouts 68H 36W 91:+white Mark Line For: Tag TG: 68/36N Tag L3: B_Code Enforcement % Off List: 71.00 Contract #: ANR482	339.00	98.31	294.93
53	3.00 Each	Herman Miller Inc. #22764 FT110.6848N--91 +Frame,Base Covers, no knockouts 68H 48W 91:+white Mark Line For: Tag TG: 68/48N Tag L3: B_Code Enforcement % Off List: 71.00 Contract #: ANR482	379.00	109.91	329.73
54	2.00 Each	Herman Miller Inc. #22764 FT112.24AP--91 +Frame Top Cap,Standard Ptd 24W	43.00	12.47	24.94



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		91:+white Mark Line For: Tag TG: A Tag L3: B_Code Enforcement % Off List: 71.00 Contract #: ANR482			
55	1.00 Each	Herman Miller Inc. #22764 FT112.30AP--91 +Frame Top Cap,Standard Ptd 30W 91:+white Mark Line For: Tag TG: A Tag L3: B_Code Enforcement % Off List: 71.00 Contract #: ANR482	46.00	13.34	13.34
56	3.00 Each	Herman Miller Inc. #22764 FT112.36AP--91 +Frame Top Cap,Standard Ptd 36W 91:+white Mark Line For: Tag TG: A Tag L3: B_Code Enforcement % Off List: 71.00 Contract #: ANR482	51.00	14.79	44.37
57	3.00 Each	Herman Miller Inc. #22764 FT112.48AP--91 +Frame Top Cap,Standard Ptd 48W 91:+white Mark Line For: Tag TG: A Tag L3: B_Code Enforcement % Off List: 71.00 Contract #: ANR482	62.00	17.98	53.94
58	3.00 Each	Herman Miller Inc. #22764 FT121.257	131.00	37.99	113.97



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		+Conn 90,Universal,2way,90 deg-for 53H frames and higher Mark Line For: Tag L3: B_Code Enforcement % Off List: 71.00 Contract #: ANR482			
59	3.00 Each	Herman Miller Inc. #22764 FT123.268BP--91 +Conn Cover 90-Deg, 2 Sides Covered,Base Cover Ptd 68H 91:+white Mark Line For: Tag TG: 2/68B Tag L3: B_Code Enforcement % Off List: 71.00 Contract #: ANR482	96.00	27.84	83.52
60	3.00 Each	Herman Miller Inc. #22764 FT126.2AP--91 +Top Cap, Conn 90-Deg, Connects-2 Frame Top Caps, 90-Deg Ptd 91:+white Mark Line For: Tag TG: 2A Tag L3: B_Code Enforcement % Off List: 71.00 Contract #: ANR482	45.00	13.05	39.15
61	3.00 Each	Herman Miller Inc. #22764 FT128.68 +Connection Hardware, Frame-to-Frame 68H Mark Line For: Tag L3: B_Code Enforcement % Off List: 71.00 Contract #: ANR482	47.00	13.63	40.89
62	3.00 Each	Herman Miller Inc. #22764 FT160.68BP--91	102.00	29.58	88.74



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		+Finished End,Base Cover Ptd 68H 91:+white Mark Line For: Tag TG: 68B Tag L3: B_Code Enforcement % Off List: 71.00 Contract #: ANR482			
63	4.00 Each	Herman Miller Inc. #22764 FT180.6324T--91-3DE-01 +Tile,Full-Height,Tackable Fabric 63H 24W 91:+white 3DE:+dex-Pr Cat 1 01:+dex frost Mark Line For: Tag TG: LMT63 Tag L3: B_Code Enforcement % Off List: 71.00 Contract #: ANR482	258.00	74.82	299.28
64	2.00 Each	Herman Miller Inc. #22764 FT180.6330T--91-3DE-01 +Tile,Full-Height,Tackable Fabric 63H 30W 91:+white 3DE:+dex-Pr Cat 1 01:+dex frost Mark Line For: Tag TG: LMT63 Tag L3: B_Code Enforcement % Off List: 71.00 Contract #: ANR482	285.00	82.65	165.30
65	6.00 Each	Herman Miller Inc. #22764 FT180.6336T--91-3DE-01 +Tile,Full-Height,Tackable Fabric 63H 36W 91:+white 3DE:+dex-Pr Cat 1 01:+dex frost Mark Line For: Tag TG: LMT63	360.00	104.40	626.40



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		Tag L3: B_Code Enforcement % Off List: 71.00 Contract #: ANR482			
66	6.00 Each	Herman Miller Inc. #22764 FT180.6348T--91-3DE-01 +Tile,Full-Height,Tackable Fabric 63H 48W 91:+white 3DE:+dex-Pr Cat 1 01:+dex frost Mark Line For: Tag TG: LMT63 Tag L3: B_Code Enforcement % Off List: 71.00 Contract #: ANR482	411.00	119.19	715.14
67	3.00 Each	Herman Miller Inc. #22764 FT190.68 +Wall Start 68H Mark Line For: Tag TG: 68 Tag L3: B_Code Enforcement % Off List: 71.00 Contract #: ANR482	112.00	32.48	97.44
68	1.00 Each	Herman Miller Inc. #22764 FT2B2.FP--8Q-8Q +Universal Post Leg,Fxd Hght,Lft-Hand & Rt-Hand,Pair 8Q:@folkstone grey 8Q:+folkstone grey Mark Line For: Tag L3: B_Code Enforcement % Off List: 71.00 Contract #: ANR482	1,077.00	312.33	312.33
69	3.00 Each	Herman Miller Inc. #22764 FT920.79 +Wall Start Filler 79H	248.00	71.92	215.76



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		Mark Line For: Tag L3: B_Code Enforcement % Off List: 71.00 Contract #: ANR482			
70	1.00 Each	Herman Miller Inc. #22764 FTS10.2478LS--LBA-LBA +Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 24D 78W, No Brkts LBA:+clear on ash LBA:+clear on ash Mark Line For: Tag TG: 24/78 Tag L3: B_Code Enforcement % Off List: 71.00 Contract #: ANR482	604.00	175.16	175.16
71	1.00 Each	Herman Miller Inc. #22764 FTS35.3648LS--LBA-LBA +Peninsula Surf,Round End,Sq-Edge, Lam Top/Thermo Edge, 36D 48W, No Brkts LBA:+clear on ash LBA:+clear on ash Mark Line For: Tag TG: 36/48 Tag L3: B_Code Enforcement % Off List: 71.00 Contract #: ANR482	680.00	197.20	197.20
72	1.00 Each	Herman Miller Inc. #22764 FV43H.WM1536LWTL--KA-8Q-91 @Ovhd Stg Cab, Hinged Doors, Wall Mount, Lam Case/ Doors, Finished Case Top, Lock, 15H 36W KA:@keyed alike 8Q:@folkstone grey 91:@white Mark Line For: Tag L3: B_Code Enforcement % Off List: 71.00	1,727.00	500.83	500.83



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		Contract #: ANR482			
73	1.00 Each	Herman Miller Inc. #22764 FV43H.WM1542LWTL--KA-8Q-91 @Ovhd Stg Cab, Hinged Doors, Wall Mount, Lam Case/ Doors, Finished Case Top, Lock, 15H 42W KA:@keyed alike 8Q:@folkstone grey 91:@white Mark Line For: Tag L3: B_Code Enforcement % Off List: 71.00 Contract #: ANR482	1,801.00	522.29	522.29
74	3.00 Each	Herman Miller Inc. #22764 FV43S.F815362FG03--8Q-91-8Q @Ovhd Stg Cab, Sliding Doors, Canvas Frm Conn, Full Sliding Door, Lam Case/Glass Door, 3/8" Lam Thin Top, 15H 36W 8Q:@folkstone grey 91:@white 8Q:@folkstone grey Mark Line For: Tag L3: B_Code Enforcement % Off List: 71.00 Contract #: ANR482	3,068.00	889.72	2,669.16
75	1.00 Each	Herman Miller Inc. #22764 FV980.WM1636T--3DE-01 +Tackboard,wall mntd,Tckble Fabric 16H 36W 3DE:+dex-Pr Cat 1 01:+dex frost Mark Line For: Tag TG: TBW16/36 Tag L3: B_Code Enforcement % Off List: 71.00 Contract #: ANR482	293.00	84.97	84.97
76	1.00 Each	Herman Miller Inc. #22764	337.00	97.73	97.73



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		FV980.WM1642T--3DE-01 +Tackboard,wall mntd,Tckble Fabric 16H 42W 3DE:+dex-Pr Cat 1 01:+dex frost Mark Line For: Tag TG: TBW16/42 Tag L3: B_Code Enforcement % Off List: 71.00 Contract #: ANR482			
77	3.00 Each	Herman Miller Inc. #22764 G6160.AB +Twist LED Task Light,Single unit,Brkt Att Mark Line For: Tag L3: B_Code Enforcement % Off List: 71.50 Contract #: ANR482	573.00	163.31	489.93
78	1.00 Each	Herman Miller Inc. #22764 G6160.BB +Twist LED Task Light,Starter unit,Brkt Att Mark Line For: Tag L3: B_Code Enforcement % Off List: 71.50 Contract #: ANR482	690.00	196.65	196.65
79	1.00 Each	Herman Miller Inc. #22764 G6160.CB +Twist LED Task Light,Add-on unit,Brkt Att Mark Line For: Tag L3: B_Code Enforcement % Off List: 71.50 Contract #: ANR482	497.00	141.65	141.65
80	1.00 Each	Herman Miller Inc. #22764 DV6ECS.2424N6060LD--SRM-LBA-LBA-L-8Q-NC-57 @Ext Cor Table w/ C-Foot,sq-edge,24" d lf x 24" d rt (23" surf size),no back cor cut,60" w lf x 60" w rt (58" x 58" surf size),high-pressure lam top/thermoplastic	5,644.00	1,749.64	1,749.64



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		<p>edge,electric ext range SRM:@digital read out with memory LBA:@clear on ash LBA:@clear on ash L:@grain runs with user's left side 8Q:@folkstone grey NC:@no cutout 57:@glides Mark Line For: Tag TG: 24/60/60 Tag L3: B_Code Enforcement</p> <p>% Off List: 69.00 Contract #: ANR482</p>			
81	3.00 Each	<p>Herman Miller Inc. #22764 DV6ECS.2424N7248LD--SRM-LBA-LBA-S-8Q-NC-57 @Ext Cor Table w/ C-Foot,sq-edge,24" d lf x 24" d rt (23" surf size),no back cor cut,72" w lf x 48" w rt (70" x 46" surf size),high-pressure lam top/thermoplastic edge,electric ext range SRM:@digital read out with memory LBA:@clear on ash LBA:@clear on ash S:@grain runs with the longer side of the table 8Q:@folkstone grey NC:@no cutout 57:@glides Mark Line For: Tag TG: 24/72/48 Tag L3: B_Code Enforcement</p> <p>% Off List: 69.00 Contract #: ANR482</p>	5,644.00	1,749.64	5,248.92
82	1.00 Each	<p>Herman Miller Inc. #22764 ZCELA--D01-23.25-W01-20-EZ-LBA-LBA Exact Size File Top Squared Vinyl Edge Lam Top for mobile ped D01:depth 15.00in - 30.00in 23.25:User Entry</p>	151.00	66.44	66.44



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		W01:width 15.00in - 24.00in 20:User Entry EZ:standard hmi high-pressure laminates LBA:clear on ash LBA:clear on ash Mark Line For: Tag L3: B_Code Enforcement % Off List: 56.00 Contract #: ANR482			
83	6.00 Each	Herman Miller Inc. #22764 AD10UB--MA-HG-MS-3DE-01 +Side Chr,Aside,Uphst Outer Back MA:+metal arms HG:+glide with insert, carpet or hard floors MS:+metallic silver 3DE:+dex-Pr Cat 1 01:+dex frost Mark Line For: Tag L3: B_Code Enforcement % Off List: 55.00 Contract #: ANR482	677.00	304.65	1,827.90
84	4.00 Each	Herman Miller Inc. #22764 MI1B327AA--AJ-VPR-C9-4RM-01-30-15 +Lino Work Chair, Susp Back-Asmbed, Std Hgt, Synchronous Tlt Lim/Ang, Fully Adj Arms, Adj Seat Dpth AJ:+adjustable lumbar with sacral support VPR:+mineral base/mineral frame C9:+2 1/2" braking caster, black yoke, hard floors or carpet 4RM:+duo suspension-Pr Cat 1 01:+duo suspension mineral 30:+rhythm-Pr Cat 2 15:+rhythm charcoal Mark Line For: Tag L3: B_Code Enforcement % Off List: 53.00 Contract #: ANR482	1,401.00	658.47	2,633.88



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85	3.00 Each	Herman Miller Inc. #22764 L2EW.36241BBFHA--M-8Q-NH-CB-KA @Ext Width Surface-Attached Pedestal,36" w,24" d,base,BBF,high-pressure lam w/ thermo edge,arc pull M:+metal 8Q:+folkstone grey NH:+brushed nickel CB:+counterweight KA:+keyed alike Mark Line For: Tag L3: B_Code Enforcement % Off List: 68.20 Contract #: ANR482	2,565.00	815.67	2,447.01
86	1.00 Each	Herman Miller Inc. #22764 L2EW.42241FFHA--M-8Q-NH-CB-KA @Ext Width Surface-Attached Pedestal,42" w,24" d,base,FF,high-pressure lam w/ thermo edge,arc pull M:+metal 8Q:+folkstone grey NH:+brushed nickel CB:+counterweight KA:+keyed alike Mark Line For: Tag L3: B_Code Enforcement % Off List: 68.20 Contract #: ANR482	2,624.00	834.43	834.43
87	3.00 Each	Herman Miller Inc. #22764 L2ST.036246--LBA +Stg Top, 1-1/4 Lam, 36W 24D LBA:+clear on ash Mark Line For: Tag L3: B_Code Enforcement % Off List: 68.20 Contract #: ANR482	426.00	135.47	406.41
88	1.00 Each	Herman Miller Inc. #22764 LG500.4264--SS-8Q	1,870.00	594.66	594.66



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		+Bookcase 42W 64H SS:+smooth paint on smooth steel 8Q:+folkstone grey Mark Line For: Tag L3: B_Code Enforcement % Off List: 68.20 Contract #: ANR482			
89	1.00 Each	Herman Miller Inc. #22764 LG906 +Utility Tray, Tu Ped Mark Line For: Tag L3: B_Code Enforcement % Off List: 68.21 Contract #: ANR482	28.00	8.90	8.90
90	1.00 Each	Herman Miller Inc. #22764 LQ11D.24BBF--SB-SS-8Q-KA-NH-2M-HN +Ped Arc Pull,Mobile,Ptd Mtl Frnt, 24D B/B/F SB:+full-extension ball-bearing SS:+smooth paint on smooth steel 8Q:+folkstone grey KA:+keyed alike NH:+brushed nickel 2M:+drawer divider in box drawers, 2 file converters in file drawer HN:+no hand grip Mark Line For: Tag L3: B_Code Enforcement % Off List: 68.20 Contract #: ANR482	1,095.00	348.21	348.21
91	2.00 Each	Herman Miller Inc. #22764 26-3020-5--SS-8Q-T2-D-9M-KA-E-9P-E-9P-E-9P-E-9P- CB-B2 +Lateral File Std Pull 5-High 30W 20D SS:+smooth paint on smooth steel 8Q:+folkstone grey T2:+1 1/4"-high painted metal top with squared edge	2,394.00	1,053.36	2,106.72



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		<p>D:+flip pull-out shelf 13-1/8 9M:+Movable Dividers KA:+keyed alike E:+fixed front 13-1/8 9P:+Front to Back Hanging E:+fixed front 13-1/8 9P:+Front to Back Hanging E:+fixed front 13-1/8 9P:+Front to Back Hanging E:+fixed front 13-1/8 9P:+Front to Back Hanging CB:+counterweight B2:+Base 1-1/2 in H Mark Line For: Tag TG: 5/30/20 Tag L3: B_Code Enforcement</p> <p>% Off List: 56.00 Contract #: ANR482</p>			
92	2.00 Each	<p>Herman Miller Inc. #22764 26-3620-5--SS-8Q-T2-D-9M-KA-E-9P-E-9P-E-9P-E-9P- CB-B2 +Lateral File Std Pull 5-High 36W 20D SS:+smooth paint on smooth steel 8Q:+folkstone grey T2:+1 1/4"-high painted metal top with squared edge D:+flip pull-out shelf 13-1/8 9M:+Movable Dividers KA:+keyed alike E:+fixed front 13-1/8 9P:+Front to Back Hanging E:+fixed front 13-1/8 9P:+Front to Back Hanging E:+fixed front 13-1/8 9P:+Front to Back Hanging E:+fixed front 13-1/8 9P:+Front to Back Hanging CB:+counterweight</p>	2,600.00	1,144.00	2,288.00



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		B2:+Base 1-1/2 in H Mark Line For: Tag TG: 5/36/20 Tag L3: B_Code Enforcement % Off List: 56.00 Contract #: ANR482			
93	1.00 Each	Herman Miller Inc. #22764 26-4218-3--SS-8Q-T2-E-9P-KA-E-9P-E-9P-CB-B3 +Lateral File Std Pull 3-High 42W 18D SS:+smooth paint on smooth steel 8Q:+folkstone grey T2:+1 1/4"-high painted metal top with squared edge E:+fixed front 13-1/8 9P:+Front to Back Hanging KA:+keyed alike E:+fixed front 13-1/8 9P:+Front to Back Hanging E:+fixed front 13-1/8 9P:+Front to Back Hanging CB:+counterweight B3:+Base 2-1/4 in H Mark Line For: Tag TG: 3/42/18 Tag L3: B_Code Enforcement % Off List: 56.00 Contract #: ANR482	1,862.00	819.28	819.28
94	1.00 Each	Herman Miller Inc. #22764 TPL-04218--LBA-LBA @Meridian File Top, Lam Top/TP Edge 42W 18D LBA:+clear on ash LBA:+clear on ash Mark Line For: Tag L3: B_Code Enforcement % Off List: 56.00 Contract #: ANR482	273.00	120.12	120.12
95	1.00	Herman Miller Inc. #22764	1,383.00	636.18	636.18



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	Each	46-3615-OB-68--SS-8Q-T2-NS4-B2 +Bkcase,Frstnd,No Doors 36W 65 5/8H SS:+smooth paint on smooth steel 8Q:+folkstone grey T2:+1 1/4"-high painted metal top with squared edge NS4:+4 shelves total B2:+1 1/2"-high base Mark Line For: Tag TG: BKCASE 15x36x68 Tag L3: B_Code Enforcement % Off List: 54.00 Contract #: ANR482			
96	1.00 Each	Herman Miller Inc. #22764 SA884273 Occasional Table, Round ***BASE ONLY*** Mark Line For: Tag L3: B_Code Enforcement % Off List: 69.00 Contract #: ANR482	770.00	238.70	238.70

Group	Quantity	Description	Unit Price	Extended Amount
Group 2	1.0	Subtotal for all Safco product priced on OMNIA Contract R191814. Total List Price: \$19,908.00 Total Sell Price: \$ 8,261.84 Total Savings: \$11,646.16 Avg Discount: 58.50%	8,261.84	8,261.84

Line	Quantity	Catalog Number/Description	List	Unit Price	Extended Amount
98	2.00 Each	Safco Products Company 4986--QS-WHR Flat File 10 Drawer Steel 42 x 30", No Base QS:Quick Ship WHR:White Mark Line For: Tag L3: A_Public Works % Off List: 58.50	6,005.00	2,492.08	4,984.16



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		Contract #: R191814			
99	2.00 Each	Safco Products Company 4996--QS-WHR Flat File 5-Drawer Steel 42 x 30", No Base QS:Quick Ship WHR:White Mark Line For: Tag L3: A_Public Works % Off List: 58.50 Contract #: R191814	3,398.00	1,410.17	2,820.34
100	2.00 Each	Safco Products Company 4997--QS-WHR Closed Base 6"H for 4986 & 4996 QS:Quick Ship WHR:White Mark Line For: Tag L3: A_Public Works % Off List: 58.50 Contract #: R191814	551.00	228.67	457.34

Group	Quantity	Description	Unit Price	Extended Amount
Group 3	1.0	Custom Product not on Omnia Contact	2,000.00	2,000.00

Line	Quantity	Catalog Number/Description	List	Unit Price	Extended Amount
97	1.00 Each	Innovative Laminate Work, Inc. CUSTOM----- ROLLED DRAWING STORAGE UNIT :Per quote 8141 on 02/20/23 :REF- ROLLED DRAWING STORAGE :30 in.D X 42 in.W X 42 in.H CUSTOM PLAN STORAGE CABINET :WITH TWENTY CUBBIES :*PER DRAWING PROVIDED BY CUSTOMER* :EXTERIOR- WILSONART, FROSTY WHITE #1573-60 :INTERIOR- WHITE MELAMINE **No Contract Pricing**	2,000.00	2,000.00	2,000.00



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	Mark Line For: Tag L3: A_Public Works			
	% Off List: 0.00			

Group	Quantity	Description	Unit Price	Extended Amount
Group 4	1.0	Labor and Services Priced per the OMNIA Contract Rates, and Prevailing wage.	18,586.44	18,586.44

Line	Quantity	Catalog Number/Description	List	Unit Price	Extended Amount
101	87.00 Each	Design Design--- Technical Design Services Pricing based on OMNIA contract ANR482 % Off List: 0.00 Contract #: ANR482	78.75	78.75	6,851.25
102	14.00 Each	Project Mgmt PM--- Project Management Services Pricing based on OMNIA contract ANR482 % Off List: 0.00 Contract #: ANR482	89.25	89.25	1,249.50
103	1.00 Each	ALLMODULAR SYSTEMS INSTALL--- Receive, Deliver, Install per plan :During Normal Business hours :per quote # 68388-001 - on 02/21/23 Prevailing Wage Rates % Off List: 0.00 Contract #: ANR482	10,486.00	10,485.69	10,485.69



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Group	Quantity	Description	Unit Price	Extended Amount
Group 5	1.0	Contract Summary Total List Price: \$224,986.75 Total Sell Price: \$ 91,948.08 Total Savings: \$133,038.67 Avg Discount: 59.13%	0.00	0.00

TOTAL:	\$91,948.08
10.2500%-LAKEWOOD-90713-2810-LOS ANGELES SALES TAX:	\$8,594.37
GRAND TOTAL:	\$100,542.45
Required Deposit 70.0% :	\$70,379.72



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Terms and Conditions

Lead time begins after receipt of signed drawings, proposal, purchase order, and deposit (when required). The product is being built to order for client and cannot be canceled, modified, or returned once production begins.

Exclusive use of elevator to be provided for all receiving. All work areas to have free and clear access for receiving and installation. Cablers and electrician to be present on site at time of installation (where applicable). Labor performed above and beyond the description of work as noted on this document may result in additional charges. Excess product to remain on site. Storage charges apply after 30 days of free storage. Additional costs may apply for special building COI requirements. Trade delays subject to additional costs. Connections to building power and data cabling to be provided by others and are not included in quote. Required Permits and Certificate of Insurance may add additional cost where required. Please note all freight and related manufacturer surcharges are estimated herein, and are subject to change upon final invoicing.

PLEASE REVIEW THIS QUOTATION AND NOTIFY US PROMPTLY OF ANY CORRECTIONS REQUIRED

THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE

Accepted By:

Signed _____

Company _____

Printed Name _____

Title _____

Date _____

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COUNCIL AGENDA

March 28, 2023

TO: The Honorable Mayor and City Council

SUBJECT: Approve Transfer Agreement with the Los Angeles County Flood Control District (LACFCD) – Safe Clean Water Program (SCWP) For Regional Program Funds for Lakewood Equestrian Center (LEC)

STATEMENT OF FACT

On November 6, 2018, Measure W, the Safe Clean Water Program (SCWP), ballot measure was successfully passed by the voters. SCWP provides local, dedicated funding for stormwater and urban runoff programs and projects to increase local water supply, improve water quality, and protect public health. The City of Lakewood is in the Lower San Gabriel Watershed Area (LSGWA) under the SCWP.

The City applied and was approved for a project utilizing the LSGWA regional funds for the Lakewood Equestrian Center (LEC). The LEC has been in need of facility improvements for years, but funding has presented an ongoing challenge for the City. With the development of the Lakewood Equestrian Center & Surrounding Open Space Master Plan (Master Plan), an opportunity arose to capitalize on this momentum for a multi-benefit project with water quality and water supply benefits in addition to the community investment benefits, the City funded a geotechnical study (to determine the infiltration rates at the site) and a subsequent feasibility study (to develop preliminary configurations for a proposed stormwater capture/treatment system).

The original scope of work for this project was to achieve water quality benefits primarily through the installation of a dual subsurface filtration vault best management practice (BMP) with outlets to nature-based infiltration cells. This configuration would allow stormwater capture for water quality benefits as well as contributions to local water supply efforts via infiltration. Additionally, the option to use captured flows to irrigate Rynerson Park, located immediately north of the Lakewood Equestrian Center, were to be further explored during the project design phase.


This project was briefly discussed at the February 16th Environmental Management Committee meeting and was pointed out to the Committee members that the scope of the project proposed would be altered to remove large subsurface vaults like those at Bolivar and Mayfair Parks in order to reduce the future operations and maintenance costs. The City's stormwater consultant has inquired with the County about the change in scope of the design of the project and they have indicated our revised design scope continues to meet the SCW program requirements. On March 20th, this project was also discussed at the CIP Committee for their concurrence of this project.

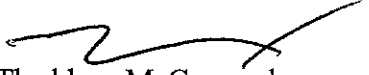
FISCAL IMPACT

There will be no impact to the City's General Fund. The LSGWA has allocated \$1,114,794.00 for Lakewood Equestrian Center over the five-year funding period.

RECOMMENDATION

- (1) Approve the attached transfer agreement for Lakewood Equestrian Center establishing terms and conditions for the transfer of Safe, Clean Water Program funds to the City of Lakewood, and
- (2) Authorize the Mayor to sign the transfer agreements for Lakewood Equestrian Center with the Los Angeles County Flood Control District to receive funds through the Safe, Clean Water Program.

Kelli Pickler 
Director of Public Works


Thaddeus McCormack
City Manager

**TRANSFER AGREEMENT BETWEEN
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
AND
City of Lakewood
AGREEMENT NO. 2022RPLSGR02
SAFE, CLEAN WATER PROGRAM – REGIONAL PROGRAM**

This Transfer Agreement, hereinafter referred to as “Agreement,” is entered into as of December 15, 2022 by and between the Los Angeles County Flood Control District, hereinafter referred to as "District," and City of Lakewood for Lakewood Equestrian Center, hereinafter referred to as "Recipient."

WHEREAS, District, pursuant to the Los Angeles Region Safe, Clean Water (SCW) Program ordinance (Chapter 16 of the Los Angeles County Flood Control District Code) and the SCW Program Implementation Ordinance (Chapter 18 of the Los Angeles County Flood Control District Code), administers the SCW Program for the purpose of funding Projects and Programs to increase stormwater and urban runoff capture and reduce stormwater and urban runoff pollution in the District;

WHEREAS, Recipient proposes to implement a Funded Activity (as hereafter defined) that is eligible for funding under the SCW Program;

WHEREAS, the Funded Activity is included in a Stormwater Investment Plan (SIP) that has been approved by the County of Los Angeles Board of Supervisors;

WHEREAS, the Board approved a standard template Agreement as required by and in accordance with Section 18.09 of the Los Angeles County Flood Control District Code;

NOW, THEREFORE, in consideration of the promises, mutual representations, covenants and agreements in this Agreement, the District and the Recipient, each binding itself, its successors and assigns, do mutually promise, covenant, and agree as follows:

I. DEFINITIONS

The definitions set forth in Sections 16.03 and 18.02 of the Los Angeles County Flood Control District Code shall apply to this Agreement. In addition, the following definitions shall also apply:

“Activity Completion” means that the Funded Activity is complete to the reasonable satisfaction of the District based on review of reports and other documentation as deemed appropriate by the District. If the Funded Activity is an Infrastructure Program Project on District Right-of-Way a separate use and maintenance agreement is required.

“Activity Costs” means the total costs necessary to achieve Activity Completion. The Activity Costs for the Funded Activity are described in Exhibit A.

“Agreement” means this Transfer Agreement, including all exhibits and attachments hereto.

“Budget Plan” means a Recipient’s plan for funding Activity Completion, including a description of all sources of funds for Activity Costs and a description of how the SCW Program Contribution will be allocated among the tasks identified in the Scope of Work within each fiscal year. Recipient's Budget Plan is described in Exhibit A.

“Days” means calendar days unless otherwise expressly indicated.

“Fiscal Year” means the period of twelve (12) months terminating on June 30 of any year.

“Funded Activity” means the Infrastructure Program Project, or Scientific Study described in Exhibit A – Scope of Work, including the Stakeholder and Community Outreach Plan and all other tasks and activities described in Exhibit A.

“Safe Clean Water (SCW) Program Contribution” means the portion of the Activity Costs to be paid for with Regional Program funds provided by the District from the SCW Program as described in the Budget Plan.

“Year” means calendar year unless otherwise expressly indicated.

II. PARTY CONTACTS

The District and the Recipient designate the following individuals as the primary points of contact and communication regarding the Funded Activity and the administration and implementation of this Agreement.

Los Angeles County Flood Control District		Recipient:	
Name:	Melanie Morita	Name:	Konya Vivanti
Address:	11th Floor, PO Box 1460, Alhambra, CA 91802-1460	Address:	5050 Clark Avenue, Lakewood CA 90712
Phone:	(626) 300-2380	Phone:	562-866-9771 ext. 2507
Email:	mmorita@dpw.lacounty.gov	Email:	kvivanti@lakewoodcity.org

Either party to this Agreement may change the individual identified above by providing written notice of the change to the other party.

III. EXHIBITS INCORPORATED BY REFERENCE

The following exhibits to this Agreement, including any amendments and supplements hereto, are hereby incorporated herein and made a part of this Agreement:

EXHIBIT A – SCOPE OF WORK

EXHIBIT B – GENERAL TERMS AND CONDITIONS

EXHIBIT C – SPECIAL CONDITIONS

EXHIBIT D – ADDENDUM TO AGREEMENT

EXHIBIT E – NATURE-BASED SOLUTIONS (Best Management Practices)

EXHIBIT F – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT

IV. ACTIVITY COMPLETION

- A. The Recipient shall implement and complete the Funded Activity in accordance with the work schedule described in Exhibit A,
- B. The Recipient shall comply with the terms and conditions in Exhibits A, B, C, D, E, and F of this Agreement, and all applicable provisions of Chapters 16 and 18 of the Code.
- C. The Recipient shall fulfill all assurances, declarations, representations, and commitments made by the Recipient in its application for SCW Program Contributions, accompanying documents, and communications filed in support of its application for SCW Program Contributions.

V. SCW PROGRAM FUNDING FOR FUNDED ACTIVITY

- A. The District shall disburse the SCW Program Contribution for the 2022-2023 Fiscal Year as described in the corresponding approved Stormwater Investment Plan (SIP) within 45-days of the execution of this Agreement by the last party to sign.
- B. If the Funded Activity is included in a duly approved SIP for a subsequent Fiscal Year, the parties shall enter into an addendum to this Agreement, in the form attached as Exhibit D, regarding the disbursement of the SCW Program Contribution for that subsequent Fiscal Year. The Recipient expressly acknowledges and agrees that the District is not obligated to disburse any SCW Program Contributions to Recipient for any Fiscal Year beyond the 2022-23 Fiscal Year unless the Funded Activity is included in a duly approved SIP for a subsequent Fiscal Year, the Recipient has complied with the provisions related to the California Environmental Quality Act in Exhibit C, and the parties have duly executed an addendum to this Agreement for that Fiscal Year.
- C. Notwithstanding any other provision of this Agreement, no disbursement shall be made at any time or in any manner that is in violation of or in conflict with federal, state, County laws, policies, or regulations.
- D. All disbursements shall be subject to and be made in accordance with the terms and conditions in this Agreement and Chapters 16 and 18 of the Code.
- E. The Recipient shall submit the scope of work described in Exhibit A 45-days after receipt of this Agreement. If the Funded Activity is included in a duly approved SIP for a subsequent Fiscal Year, subsequent Exhibit A – Scope of Work will be required 45-days after receipt of the addendum to this Agreement.

VI. Execution of Agreement

This Agreement may be executed simultaneously or in any number of counterparts, including both counterparts that are executed manually on paper and counterparts that are in the form of electronic records and are executed electronically, whether digital or encrypted, each of which shall be deemed an original and together shall constitute one and the same instrument.

The District and the Recipient hereby agree to regard facsimile/electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on this Agreement and on any addenda or amendments thereto, delivered or sent via facsimile or electronic mail or other electronic means, as legally sufficient evidence that such original signatures have been affixed to this Agreement and any addenda or amendments thereto such that the parties need not follow up facsimile/electronic transmissions of such documents with subsequent (non-facsimile/electronic) transmission of “original” versions of such documents.

Further, the District and the Recipient: (i) agree that an electronic signature of any party may be used to authenticate this Agreement or any addenda or amendment thereto, and if used, will have the same force and effect as a manual signature; (ii) acknowledge that if an electronic signature is used, the other party will rely on such signature as binding the party using such signature, and (iii) hereby waive any defenses to the enforcement of the terms of this agreement based on the foregoing forms of signature.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

Lower San Gabriel River

City of Lakewood

Lakewood Equestrian Center

By: _____

Name:

Title:

Date: _____

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT:

By: _____

Name: Carolina T Hernandez

Title: Assistant Deputy Director

Date: _____

EXHIBIT A – SCOPE OF WORK

A-1. Budget Plan

The Recipient shall submit a detailed Budget Plan for all eligible expenditures for all phases and tasks included in the work schedule for the Funded Activity. The Recipient shall include a summary of leveraged funds and in-kind services for the Funded Activity. For a Funded Activity that will be performed over more than one Fiscal Year, the Budget Plan must clearly identify the amount of SCW Program Contribution for each Fiscal Year.

A-2. Consistent with SCW Program Goals

By signing this Agreement, the Recipient shall provide certification that the Budget Plan is consistent with SCW Program Goals as described in Chapter 18.04 of the Code.

The Recipient shall include a summary of how the identified SCW Program Goals are expected to be achieved through the Funded Activity, including quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters.

A-3. Estimated Reasonable Total Activity Cost

The Recipient shall submit a detailed estimate total Activity Cost for all phases and tasks included in the work schedule for the Funded Activity.

A-4. Funded Activity Description and Scope of Work

The Recipient shall provide a general description of the Funded Activity and a detailed scope of work. The scope of work may include:

1. Project Management, including required reporting
2. General Compliance Requirements/Project Effectiveness and Performance
3. Permitting and Environmental Compliance
4. Planning, Design, and Engineering
5. Stakeholder and Community Outreach/Engagement Activities
6. Right of Way Acquisition
7. Construction and Implementation
8. Operation and Maintenance

A-5. Operations and Maintenance (O&M) Plan

Where the Funded Activity is an Infrastructure Program Project, the Recipient shall submit a plan describing the activities that are expected to be necessary to perform O&M for the Infrastructure Program Project to ensure it remains in good working order throughout the useful life of the Infrastructure Program Project using SCW Program Contributions. The O&M plan shall address the activities described in Exhibit F to the greatest extent feasible and in as much detail as possible based on the completeness of the Project design and construction. The Recipient shall update the O&M plan in connection with each Addenda until completion of the Infrastructure Program Project and the submittal of a final O&M plan.

The Recipient shall specifically identify the entity that will be performing the O&M for the lifetime of the Project. If this is not the Recipient, the Recipient shall submit a letter of commitment from the entity that will be performing the O&M (See Exhibit F, for example activities). The letter of commitment shall include details demonstrating how the provider is qualified and capable of providing the necessary ongoing O&M services.

The Recipient may elect to request the local Municipality or District to provide O&M for the useful life of the Infrastructure Program Project using SCW Program Contributions. If the Recipient does not elect to seek the District's services or if the District is unable to provide the services as requested, the Recipient shall include in the letter of commitment reference to the above details demonstrating how the provider is qualified and capable of providing the necessary ongoing O&M services.

A-6. Post-Construction Monitoring

Where the Funded Activity is an Infrastructure Program Project, stormwater quality monitoring data shall be collected and reported in a manner consistent with the SWRCB database, the CEDEN for a period of three years. The Recipient shall submit a post-construction monitoring plan when the design phase is complete. The post-construction monitoring plan will evaluate the effectiveness of stormwater treatment facilities and include the project description; quality objectives; sampling design; sampling procedures; quality control; data management verification, and reporting; data quality assessment; and data analysis procedures.

A-7. Sustainability Rating

Where the Funded Activity is an Infrastructure Program Project that has applied for Institute for Sustainable Infrastructure (ISI) verification, the Recipient shall submit the final score and Envision award level.

A-8. Stakeholder and Community Outreach/Engagement Plan

The Recipient shall submit a Stakeholder and Community Outreach/Engagement Plan for Infrastructure Program Projects and include a discussion of how local NGOs or CBOs will be involved, if applicable, and if not, why. Additional outreach/engagement

activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach. The plan shall, at a minimum include:

1. Community outreach activities to provide information to residents and information about upcoming meetings or other engagement activity event is scheduled. Outreach methods used should be appropriate in scale and type to the community being served. Outreach methods include but are not limited to: Online Media Outreach (email blasts, social media, publication on a website) Local Media Outreach (newsletters, local and regional newspapers, and local radio and television) and/or Grassroots Outreach (door-to-door canvassing, phone banking, surveys and focus groups, and distribution of flyers or other printed materials). The District will support outreach efforts through web-based platforms if requested at least four weeks prior to the requested publish date. The District should be included in all social media outreach and notified of all meetings and other engagement events.
2. Community engagement activities solicit, address and seek input from community members for Funded Activities. These events may occur as part of any public meeting with multiple agenda items such as council, commission or committee meetings where public input is invited; or at festivals, fairs, or open houses where a table or booth may be set up.
3. Stakeholder and Community Outreach/Engagement Plan requirements:

Stakeholder and Community Outreach/Engagement Plan activities should occur at the onset of the project, during the design phase, and during construction.

Infrastructure Program Project Funds	Required Activity 1	Required Activity 2
Up to \$2 M	Outreach or Engagement	
Up to \$10 M	Outreach	≥1 Engagement
Over \$10 M	Outreach	≥ 2 Engagements

4. If the Funded Activity is for the O&M of an Infrastructure Program Project Stakeholder and Community Outreach/Engagement Plan activities should occur biennially to remind communities of the SCW Program Contribution.
5. Activities and measures to mitigate against displacement and gentrification. This includes, as applicable, an acknowledgment that the Funded Activity will be fully subject to and comply with any County-wide displacement policies as well as with any specific anti-displacement requirements associated with other funding sources.

A-9. Tracking Infrastructure Program Project Benefits

The Recipient shall submit an overview of the benefits achieved upon the Activity Completion. SOW shall include quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters.

A-10. Work Schedule and Completion Date

The Recipient shall submit a detailed schedule, including start and completion dates for all phases and tasks of the scope of work for the Funded Activity. For Funded Activities that will be performed over more than one Fiscal Year, the work schedule must clearly identify the phases and tasks that will be performed in each Fiscal Year.

EXHIBIT B – GENERAL TERMS AND CONDITIONS

B-1. Accounting and Deposit of Funding Disbursement

1. SCW Program Contributions distributed to the Recipient shall be held in a separate interest-bearing account and shall not be combined with other funds. Interest earned from each account shall be used by the Recipient only for eligible expenditures consistent with the requirements of the SCW Program.
2. The Recipient shall not be entitled to interest earned on undisbursed SCW Program Contributions; interest earned prior to disbursement is property of the District.
3. The Recipient shall operate in accordance with Generally Accepted Accounting Principles (GAAP).
4. The Recipient shall be strictly accountable for all funds, receipts, and disbursements related to all SCW Program Contributions made to the Recipient.

B-2. Acknowledgement of Credit and Signage

The Recipient shall include appropriate acknowledgement of credit to the District for its support when promoting the Funded Activity or using any data and/or information developed under this Agreement. When the Funded Activity involves the construction phase of an Infrastructure Program Project, signage shall be posted in a prominent location at Project site(s) or at the Recipients headquarters and shall include the Safe, Clean Water Program color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Los Angeles County Flood Control District's Safe, Clean Water Program." At a minimum the sign shall be 2' x 3' in size. The Recipient shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

When the Funded Activity involves a scientific study, the Recipient shall include the following statement in the study report: "Funding for this study has been provided in full or in part from the Los Angeles County Flood Control District's Safe, Clean Water Program." The Recipient shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

B-3. Acquisition of Real Property – Covenant

Any real property acquired in whole or in part with SCW Program funds shall be used for Projects and Programs that are consistent with the SCW Program Goals and with the provisions of Chapter 16 and 18 of the Code.

Any Recipient that acquires the fee title to real property using, in whole or in part, SCW Program funds shall record a document in the office of the Registrar-Recorder/County Clerk containing a covenant not to sell or otherwise convey the real property without the

prior express written consent of the District, which consent shall not be unreasonably withheld.

B-4. Amendment

Except as provided in Section II of the Agreement, no amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral or written understanding or agreement not incorporated in this Agreement is binding on any of the parties.

B-5. Assignment

The Recipient will not assign this Agreement without the prior consent of the District.

B-6. Audit and Recordkeeping

1. The Recipient shall retain for a period of seven (7) years after Activity Completion, all records necessary in accordance with Generally Accepted Accounting Principles to determine the amounts expended, and eligibility of Projects implemented using SCW Program Contributions. The Recipient, upon demand by authorized representatives of the District, shall make such records available for examination and review or audit by the District or its authorized representatives. Records shall include accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files, including documentation covering negotiated settlements, invoices, and any other supporting evidence deemed necessary to substantiate charges related to SCW Program Contributions and expenditures.
2. The Recipient is responsible for obtaining an independent audit to determine Funded Activity compliance with the terms and conditions of this Agreement and all requirements applicable to the Recipient contained in chapters 16 and 18 of the Code promptly upon Activity Completion. For a Funded Activity that will be performed over the course of a period exceeding three years, the District may also perform an interim independent audit every three (3) years until Activity Completion. Audits shall be funded with Regional Program funds.
3. Recipient shall file a copy of the Activity Completion audit report with the District by the end of the ninth (9th) month from Activity Completion. Recipient shall file a copy of all interim audit reports by the ninth (9th) month from the end of each three (3) year period. Audit reports shall be posted on the District's publicly accessible website.

End-of-Activity		Every Third Fiscal Year		
<u>Projected End Date</u>	<u>Audit Report Due to District</u>	<u>SIP Fiscal Year</u>	<u>Audit Period</u>	<u>Audit Report Due to District</u>
1/15/2024	No later than 10/31/2024	2022-24	7/1/2022 to 6/30/2025	No later than 3/31/2026

4. Upon reasonable advanced request, the Recipient shall permit the Chief Engineer, at the District's cost and expense, to examine the Funded Activity. The Recipient shall permit the authorized District representative, including the Auditor-Controller, at the District's cost and expense, to examine, review, audit, and transcribe any and all audit reports, other reports, books, accounts, papers, maps, and other records that relate to the Funded Activity.
5. Expenditures determined by an audit to be in violation of any provision of Chapters 16 or 18 of the Code, or of this Agreement, shall be subject to the enforcement and remedy provisions of Section 18.14 of the Code.

If at any time the Funded Activity cannot fulfill the provisions outlined in Exhibit A, the accounts and books of the Recipient may be reviewed or audited by the District.

B-7. Availability of Funds

District's obligation to disburse the SCW Program Contribution is contingent upon the availability of sufficient funds to permit the disbursements provided for herein. If sufficient funds are not available for any reason including, but not limited to, failure to fund allocations necessary for disbursement of the SCW Program Contribution, the District shall not be obligated to make any disbursements to the Recipient under this Agreement. This provision shall be construed as a condition precedent to the obligation of the District to make any disbursements under this Agreement. Nothing in this Agreement shall be construed to provide the Recipient with a right of priority for disbursement over any other recipient. If any disbursements due the Recipient under this Agreement are deferred because sufficient funds are unavailable, it is the intention of the District that such disbursement will be made to the Recipient when sufficient funds do become available, but this intention is not binding. If this Agreement's funding for any fiscal year is reduced or deleted by order of the Board, the District shall have the option to either cancel this Agreement with no liability occurring to the District or offer an amendment to the Recipient to reflect the reduced amount.

1. The Recipient will not seek disbursement of any Activity Costs that will be disbursed or reimbursed from other funding sources.
2. The Recipient agrees that it will not request a disbursement unless that cost is allowable, reasonable, and allocable.

B-8. Choice of Law

The laws of the State of California govern this Agreement.

B-9. Claims

Any claim of the Recipient is limited to the rights, remedies, and claims procedures provided to the Recipient under this Agreement. Recipient expenditures of a SCW Program Contribution that involves the District shall utilize a separate and specific agreement to that Project that includes appropriate indemnification superseding that in this Agreement.

B-10. Completion of Funded Activity by the Recipient

The Recipient agrees to pay any and all Activity Costs in excess of the SCW Program Contribution necessary for Activity Completion. The Recipient expressly acknowledges and agrees that if the SCW Program Contribution is not sufficient to pay the Activity Costs in full, the Recipient shall nonetheless complete the Funded Activity and pay that portion of the Activity Costs in excess of the SCW Program Contribution, subject to the provisions of Exhibit C, as applicable.

B-11. Compliance with Law, Regulations, etc.

The Recipient shall, at all times, comply with and require its contractors and subcontractors to comply with all applicable County, state and federal laws, rules, guidelines, regulations, and requirements. Without limitation of the foregoing, the Recipient agrees that, to the extent applicable, the Recipient shall comply with the Code.

B-12. Competitive Bidding and Procurements

The Recipient's contracts with other entities for the acquisition of goods and services and construction of public works with SCW Program Contributions must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Recipient does not have a written policy to award contracts through a competitive bidding or sole source process, the State Contracting Manual rules must be followed and are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting#@ViewBag.JumpTo>

B-13. Continuous Use of Funded Activity; Lease or Disposal of Funded Activity

Where the Funded Activity involves an Infrastructure Program Project, the Recipient shall not abandon, substantially discontinue use of, lease, or dispose of all or a significant part or portion of the Funded Activity during the useful life of 30 years of the Funded Activity without prior written approval of the District. Such approval may be conditioned as determined to be appropriate by the District, including a condition requiring repayment of pro rata amount of all disbursed SCW Program Contributions together with interest on

said amount accruing from the date of abandonment, substantial discontinuance, lease or disposal of the Project.

B-14. Default Provisions

The Recipient will be in default under this Agreement under any of the following circumstances:

1. The Recipient has made or makes any false warranty, representation, or statement with respect to this Agreement, any addendum or the application filed to obtain this Agreement;
2. The Recipient materially breaches this Agreement or any addendum, including but not limited to:
 - a. Fails to operate or maintain Project in accordance with this Agreement;
 - b. Fails to submit timely Quarterly Progress/Expenditure Reports.
 - c. Fails to remain in Good Standing (see Section B-34, below).
 - d. The Recipient fails to maintain reasonable progress toward SCW Program Goals as described in Section 18.04 of the Code, following an opportunity to cure.
 - e. The Recipient fails to maintain reasonable progress toward Project Completion.
 - f. Use of SCW Program Contributions for ineligible expenses and/or activities not consistent with the Agreement.
 - g. Inappropriate use of SCW Program Contributions, as deemed by the District

Should an event of default occur, the District shall provide a notice of default to the Recipient and shall give the Recipient at least ten calendar days or such longer period as the District, in its reasonable discretion, may authorize, to cure the default from the date the notice is sent via first-class mail to the Recipient. If the Recipient fails to cure the default within the time prescribed by the District, the District may do any of the following:

1. Declare the SCW Program Contribution be immediately repaid, with interest, which shall be equal to the State of California general obligation bond interest rate in effect at the time of the default.
2. Terminate any obligation to make future payments to the Recipient.
3. Terminate the Agreement.
4. Take any other action that it deems necessary to protect its interests.

The Recipient shall not be in default under this Agreement as a result of any breach of this Agreement by the Recipient that is the direct result of the District's failure to make a SCW Program Contribution for any Fiscal Year. Under these circumstances the District may, in its reasonable discretion, terminate this Agreement by providing the Recipient with a written notice of termination. If this Agreement is terminated pursuant to this paragraph, the parties shall thereafter have no further obligations to each other in connection with the Funded Activity except that the Recipient's indemnification obligations shall survive the termination of this Agreement and continue in full force and effect.

B-15. Disputes

Should a dispute arise between the parties, the party asserting the dispute will notify the other parties in writing of the dispute. The parties will then meet and confer within 21 calendar days of the notice in a good faith attempt to resolve the dispute.

If the matter has not been resolved through the process set forth in the preceding paragraph, any party may initiate mediation of the dispute. Mediation will be before a retired judge or mediation service mutually agreeable to the parties. All costs of the mediation, including mediator fees, will be paid one-half by the District and one-half by the Recipient. SCW Program Contributions shall not be used to pay for any costs of the mediation.

The parties will attempt to resolve any dispute through the process set forth above before filing any action relating to the dispute in any court of law.

B-16. Final Inspection and Certification of Registered Professional

Where the Funded Activity is an Infrastructure Program Project, upon completion of the design phase and before construction, the Recipient shall provide certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist) that the design has been completed.

Where the Funded Activity is an Infrastructure Program Project, upon completion of the Project, the Recipient shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist), that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Agreement.

B-17. Force Majeure.

In the event that Recipient is delayed or hindered from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials not related to the price thereof, riots, insurrection, war, or other reasons of a like nature beyond the control of the Recipient, then performance of such acts shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

B-18. Funded Activity Access

When the Funded Activity involves an Infrastructure Program Project the Recipient shall, upon receipt of reasonable advance notice from the District, ensure that the District or any authorized representative of the foregoing, will have safe and suitable access to the site of the Funded Activity at all reasonable times through Activity Completion.

B-19. Funding Considerations and Exclusions

1. All expenditures of the SCW Program Contribution by Recipient must comply with the provisions of Chapters 16 and 18 of the Code, including but not limited to the provisions regarding eligible expenditures contained in Section 16.05.A.2 and the provision regarding ineligible expenditures contained in Section 16.05.A.3.
2. SCW Program Contributions shall not be used in connection with any Funded Activity implemented as an Enhanced Compliance Action ("ECA") and/or Supplemental Environmental Project ("SEP") as defined by State Water Resources Control Board Office of Enforcement written policies, or any other Funded Activity implemented pursuant to the settlement of an enforcement action or to offset monetary penalties imposed by the State Water Resources Control Board, a Regional Water Quality Control Board, or any other regulatory authority; provided, however, that SCW funds may be used for a Funded Activity implemented pursuant to a time schedule order ("TSO") issued by the Los Angeles Regional Water Quality Control Board if, at the time the TSO was issued, the Funded Activity was included in an approved watershed management program (including enhanced watershed management programs) developed pursuant to the MS4 Permit.

Recipient certifies that: (a) the Funded Activity is not being implemented as an ECA or SEP; (b) the Funded Activity is not being implemented pursuant to the settlement of an enforcement action or to offset monetary penalties imposed by the State Water Resources Control Board, a Regional Water Quality Control Board, or any other regulatory authority; and (c) the Funded Activity is not being implemented pursuant to a TSO issued by the Los Angeles Regional Water Quality Control Board unless, at the time the TSO was issued, the Funded Activity was included in an approved watershed management program (including enhanced watershed management programs) developed pursuant to the MS4 Permit.

B-20. Indemnification

The Recipient shall indemnify, defend and hold harmless the District and their elected and appointed officers, agents, and employees from and against any and all liability and expense arising from any act or omission of the Recipient, its officers, employees, agents, or subconsultants or contractors in conjunction with Recipient's performance under or pursuant to this Agreement, including defense costs, legal fees, claims, actions, and causes of action for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury, or property damage.

B-21. Independent Actor

The Recipient, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the District.

The Recipient shall not contract work with a contractor who is in a period of debarment from any agency within the District. (LACC Chapter 2.202)

B-22. Integration

This is an integrated Agreement. This Agreement is intended to be a full and complete statement of the terms of the agreement between the District and Recipient, and expressly supersedes any and all prior oral or written agreements, covenants, representations and warranties, express or implied, concerning the subject matter of this Agreement.

B-23. Lapsed Funds

1. The Recipient shall be able to carry over uncommitted Special Parcel Tax funds for up to five (5) years from the end of the fiscal year in which those funds are transferred from the District to the Recipient.
2. If the Recipient is unable to expend the SCW Program Contribution within five (5) years from the end of the Fiscal Year in which those funds are transferred from the District to the Recipient, then lapsed funding procedures will apply. Lapsed funds are funds that were transferred to the Recipient but were not committed to eligible expenditures by the end of the fifth (5th) fiscal year after the fiscal year in which those funds were transferred from the District.
3. Lapsed funds shall be allocated by the Watershed Area Steering Committee of the respective Watershed Area to a new Project with benefit to that Municipality or Watershed Area.
4. In the event that funds are to lapse, due to circumstances beyond the Recipient's control, then the Recipient may request an extension of up to twelve (12) months in which to commit the funds to eligible expenditures. Extension Requests must contain sufficient justification and be submitted to the District in writing no later than three (3) months before the funds are to lapse.
5. The decision to grant an extension is at the sole discretion of the District.
6. Funds still uncommitted to eligible expenditures after an extension is granted will be subject to lapsed funding procedures without exception.
7. Example:

<u>Fiscal Year Transferred</u>	<u>Funds Lapse After</u>	<u>Extension Request Due</u>	<u>Commit By</u>
2022–23	6/30/2028	No later than 3/31/2028	No later than 6/30/2029

B-24. Modification

This Agreement may be amended or modified only by mutual written consent of the Board and Recipient.

B-25. Non-Discrimination

The Recipient agrees to abide by all federal, state, and County laws, regulations, and policies regarding non-discrimination in employment and equal employment opportunity.

B-26. No Obligation of the District

The District will transfer the SCW Program Contribution to the Recipient for the funding of the Funded Activity. The District will have no further obligation, other than to transfer the funds, with respect to the Funded Activity itself.

B-27. No Third-Party Rights

The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation, or undertaking established herein

B-28. Notice

1. The Recipient shall notify the District in writing within five (5) working days of the occurrence of the following:
 - a. Bankruptcy, insolvency, receivership or similar event of the Recipient; or
 - b. Actions taken pursuant to State law in anticipation of filing for bankruptcy.
2. The Recipient shall notify the District within ten (10) working days of any litigation pending or threatened against the Recipient regarding its continued existence, consideration of dissolution, or disincorporation.
3. The Recipient shall notify the District promptly of the following:
 - a. Any significant deviation from in the submitted scope of the Funded Activity for the current Fiscal Year, including discussion of any major changes to the scope of the Funded Activity, noteworthy delays in implementation, anticipated reduction in benefits, and/or modifications that change the SCW Program Goals intended to be accomplished by the Funded Activity. Under

no circumstances may the Recipient make changes to the scope of the Funded Activity without receiving prior approval.

- b. Cessation of work on the Funded Activity where such cessation of work is expected to or does extend for a period of thirty (30) days or more;
- c. Any circumstance, combination of circumstances, or condition, which is expected to or does delay Activity Completion;
- d. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Recipient agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource. When the District is acting as the Lead Agency under CEQA for the Funded Activity, all work in the area of the find will remain suspended until the District has determined what actions should be taken to protect and preserve the resource and the Recipient agrees to implement appropriate actions as directed by the District;
- e. Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by District representatives with at least fourteen (14) days' notice to the District;
- f. Activity completion.

B-29. Public Records

The Recipient acknowledges that, except for a subset of information regarding archaeological records, the Funded Activity records and locations are public records including, but not limited to, all of the submissions accompanying the application, all of the documents incorporated by reference into this Agreement, and all reports, disbursement requests, and supporting documentation submitted hereunder.

B-30. Recipient's Responsibility for Work

The Recipient shall be responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Recipient shall be responsible for responding to any and all disputes arising out of its contracts for work on the Project. The District will not mediate disputes between the Recipient and any other entity concerning responsibility for performance of work.

B-31. Related Litigation

The Recipient is prohibited from using the SCW Program Contribution to pay costs associated with any litigation described in Section 16.05.A.3. of the Code. Regardless of

whether the Project or any eventual related project is the subject of litigation, the Recipient agrees to complete the Project funded by the Agreement or to repay all the SCW Program Contribution plus interest to the District.

B-32. Remaining Balance

In the event that the Recipient does not spend all the SCW Program Contribution disbursed for the Funded Activity, Recipient shall promptly return the unspent SCW Program Contribution to the District.

B-33. Reporting

The Recipient shall be subject to and comply with all applicable requirements of the District regarding reporting requirements. Recipients shall report available data through the SCW Reporting Module, once available.

1. Quarterly Progress/Expenditure Reports. The Recipient shall submit Quarterly Progress/Expenditure Reports, using a format provided by the District, within forty-five (45) days following the end of the calendar quarter (March, June, September, and December) to the District. The Quarterly Progress/Expenditure Reports shall be posted on the District's publicly accessible website. The Quarterly Progress/Expenditure Report shall include:
 - a. Amount of funds received;
 - b. Percent overall Funded Activity completion estimate;
 - c. Breakdown of how the SCW Program Contribution has been expended;
 - d. Documentation that the SCW Program Contribution was used for eligible expenditures in accordance with Chapters 16 and 18 of the Code;
 - e. Description of activities that have occurred, milestones achieved, and progress made to date, during the applicable reporting period including comparison to Exhibit A submission and corresponding metrics;
 - f. Identification of any phases or tasks of the scope of work that were scheduled to be started or completed during the reporting period (according to the work schedule), but which were delayed, and a discussion of the reasons for the delay, and of lessons learned;
 - g. Scheduling concerns and issues encountered that may delay completion of the task;
 - h. Work anticipated for the next reporting period;
 - i. Any anticipated schedule or budget modifications;

- j. Photo documentation (e.g. photos of community outreach events, stakeholder meetings, groundbreaking ceremonies, and project site that may be used on the publicly accessible District website) of the phases or tasks of the Project completed during the reporting period, as appropriate;
 - k. Additional financial or project-related information as required by the District;
 - l. Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), that the Project was conducted in accordance with Exhibit A;
 - m. Status of Recipient's insurance; and
 - n. Description of post-performance for each completed infrastructure project is required after the first operational year and for a total of three years after the project begins operation. Post-performance reports shall focus on how each project is actually performing compared to its expected performance; whether the project is operated and maintained and providing intended benefits as proposed. A post-performance template will be provided by the District.
2. Quarterly Progress/Expenditure Reports shall be submitted to the District Program Manager no later than forty-five days following the end of the calendar quarter as follows:

Quarter	End of Quarter	Report Due
First Quarter	September	15 November
Second Quarter	December	15 February
Third Quarter	March	15 May
Fourth Quarter	June	15 August

3. Annually, a summary of the Quarterly Progress/Expenditure Reports shall be submitted to the Watershed Area Steering Committees to explain the previous year's Quarterly Progress/Expenditure Reports by the Recipient. The summary report shall be submitted six (6) months after the close of the Fourth Quarter. The summary report shall include:
- a. Description of the Water Quality Benefits, Water Supply Benefits, and Community Investment Benefits and a summary of how funds have been allocated to achieve SCW Program Goals as articulated in Chapter 18.04 of the Code for the prior year. This includes comparisons to Exhibit A and alignment with corresponding specific quantitative targets and metrics (note that SCW Reporting Module will facilitate graphical representation of pertinent data).

- b. When the Funded Activity is an Infrastructure Program Project, include a description of how the County's Local and Targeted Worker Hire Policy has been applied and enforced; or if the Recipient is a Municipality and has adopted its own policy, include a description of how its policy was applied and enforced.
 - c. Where the Funded Activity is an Infrastructure Program Project that has applied for Institute for Sustainable Infrastructure (ISI) verification, include a description of the final score and Envision award level. Annually, the Recipient shall prepare and provide members of the public with up-to-date information on the actual and budgeted use of the SCW Program Contribution.
4. As Needed Information or Reports. The Recipient agrees to promptly provide such reports, data, and information as may be reasonably requested by the District including, but not limited to material necessary or appropriate for evaluation of the SCW Program or to fulfill any reporting requirements of the County, state or federal government.

B-34. Representations, Warranties, and Commitments

The Recipient represents, warrants, and commits as follows:

1. Authorization and Validity. The execution and delivery of this Agreement, including all incorporated documents, by the individual signing on behalf of Recipient, has been duly authorized by the governing individual(s), board or body of Recipient, as applicable. This Agreement constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.
2. No Violations. The execution, delivery, and performance by the Recipient of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date set forth on the first page hereof, or result in any breach or default under any contract, obligation, indenture, or other instrument to which the Recipient is a party or by which the Recipient is bound as of the date set forth on the first page hereof.
3. No Litigation. There are no pending or, to the Recipient's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which affect the Recipient's ability to complete the Funded Activity.
4. Solvency. None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of the Recipient. As of the date set forth on the first page hereof, the Recipient is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Recipient is able to pay its debts as they become due.

5. Legal Status and Eligibility. The Recipient is duly organized and existing and in good standing under the laws of the State of California and will remain so through Activity Completion. The Recipient shall at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority through Activity Completion.
6. Insurance. The Recipient shall follow the Insurance Manual prepared by the Risk Management Office of the Los Angeles County Chief Executive Office. For Infrastructure Program Projects the Recipient shall provide General Liability, Automobile Liability, Worker's Compensation and Employer's Liability, Builder's Risk Course of Construction Insurance, and Professional Liability as specified in the Insurance Manual: <https://riskmanagement.lacounty.gov/wp-content/uploads/2019/06/Insurance-Manual-revised-May-2019.pdf>

B-35. Requirements for Good Standing

The Recipient must currently be in compliance with the District requirements set forth in this Agreement. The Recipient must demonstrate it has not failed to comply with previous County and/or District audit disallowances within the preceding five years.

B-36. Requirements Related to Recipient's Contractors

1. The Recipient shall apply and enforce provisions mirroring those set forth in the then-current version of the County's Local and Targeted Worker Hire Policy (LTWHP) as to contractors performing work on such a Project. Alternatively, if the Recipient is a Municipality and has adopted its own policy that is substantially similar to the LTWHP, the Recipient may, at its election, choose to apply and enforce the provisions of its own such policy as to contractors performing work on such a Project in lieu of the provisions of the LTWHP.
2. The Recipient shall apply and enforce provisions mirroring those set forth in Los Angeles County Code (LACC) Chapter 2.211 (Disabled Veteran Business Enterprise Preference Program), LACC, Chapter 2.204 (Local Small Business Enterprise Preference Program), LACC, Chapter 2.205 (Social Enterprise Preference Program), LACC, Chapter 2.203 (Contractor Employee Jury Service Ordinance), LACC Chapter 2.206 (Defaulted Tax Program), LACC, Chapter 2.200 (Child Support Compliance Program, LACC, Chapter 2.160 (County Lobbyist Ordinance), Safely Surrendered Baby Law, and Zero Tolerance Policy on Human Trafficking, as to contractors performing work on such an Infrastructure Program Project, subject to statutory authorization for such preference program(s), and subject to applicable statutory limitations for such preference(s); and, furthermore, the Recipient shall take actions to promote increased contracting opportunities for Women-Owned Businesses on the Project, subject to applicable State or federal constitutional limitations.
3. The Recipient shall obtain all necessary approvals, entitlements, and permits required to implement the Project. Failure to obtain any necessary approval,

- entitlement, or permit shall constitute a breach of a material provision of this Agreement.
4. With respect to a Project funded with SCW Program Contributions through the Regional Program, if the Project has an estimated capital cost of over twenty-five million dollars (\$25,000,000), as adjusted periodically by the Chief Engineer in accordance with changes in the Consumer Price Index for all urban consumers in the Los Angeles area, or other appropriate index, a provision that the Infrastructure Program Project Developer for such a Project must require that all contractors performing work on such a Project be bound by the provisions of: (1) a County-wide Project Labor Agreement (Community Workforce Agreement), if such an agreement has been successfully negotiated between the County and the Trades and is approved by the Board, or (2) a Project Labor Agreement ("PLA") mirroring the provisions of such Community Workforce Agreement.
 5. With respect to a Project funded with SCW Program Contributions through the Regional Program, if one or more of the Municipalities that is a financial contributor to a Project has its own PLA, a provision that the Infrastructure Program Project Developer for the Project must require that contractors performing work on the Project are bound to such PLA. If more than one of the contributing Municipalities to a capital project has a PLA, the Project Developer shall determine which of the PLAs will be applied to the Project.
 6. Payment Bond. Payment bonds for exceeding twenty-five thousand dollars are required. A payment bond is defined as a surety bond posted by a contractor to guarantee that its subcontractors and material suppliers on the Project will be paid.
 7. Performance Bond. Where contractors are used, the Recipient shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Recipient in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issues pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, 7103; Code Civ. Proc. 995.311.)
 8. Prevailing Wage. The Recipient agrees to be bound by all the provisions of Sections 1771 and 1774 of the California Labor Code regarding prevailing wages and requires each of subcontractors to also comply. The Recipient shall monitor all contracts resulting from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. The Recipient affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Recipient affirms that it will comply with such provisions before commencing the performance of the work under this

Agreement and will make it contractors and subcontractors aware of this provision .

9. Public Funding. This Funded Activity is publicly funded. Any service provider or contractor with which the Recipient contracts must not have any role or relationship with the Recipient, that, in effect, substantially limits the Recipient's ability to exercise its rights, including cancellation rights, under the contract, based on all the facts and circumstances.

B-37. Travel

Any reimbursement for necessary ground transportation and lodging shall be at rates not to exceed those set by the California Department of Human Resources; per diem costs will not be eligible expenses. These rates may be found at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel amounts that are current as of the date costs are incurred by the Recipient. No travel outside the Los Angeles County Flood Control District region shall be reimbursed unless prior written authorization is obtained from the Program Manager.

B-38. Unenforceable Provision

In the event that any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

EXHIBIT C – SPECIAL CONDITIONS

[If the Recipient is a public agency]

- C-1. The Recipient acknowledges and agrees that the Recipient is the "lead agency" regarding compliance with the California Environmental Quality Act (CEQA) in connection with the Funded Activity and shall be responsible for the preparation of all documentation, analysis and other work and any mitigation necessary to comply with CEQA in connection with the Funded Activity. By entering into this Agreement, the District is not approving any activity that would be considered a project under CEQA.
- C-2. Upon the completion of the documentation, analysis and other work necessary to comply with CEQA as described in section C-1, the Recipient shall promptly provide such documentation, analysis and work to the District. The Recipient acknowledges that the District is a Responsible Agency under CEQA in connection with the Funded Activity and that the District will not disburse the SCW Program Contribution for any activities that meet the definition of a project under CEQA until the Recipient has provided such documentation, analysis and other work to the District and the District has complied with its obligations as a Responsible Agency under CEQA.
- C-3. In addition to its other indemnification obligations pursuant to this Agreement, the Recipient hereby agrees to indemnify, defend, and hold harmless District, the County of Los Angeles and their officers, employees, and agents from and against any and all claims and/or actions related to the Funded Activity that may be asserted by any third party or public agency alleging violations of CEQA or the State CEQA Guidelines or the NEPA.
- C-4. Notwithstanding any other provision of this Agreement, if any documentation or other analysis pursuant to CEQA discloses that the Funded Activity, or portion thereof, will have one or more significant environmental impacts that cannot be feasibly mitigated, the Recipient shall promptly notify and consult with the District. With the District's approval, the Recipient may determine to terminate or modify the implementation of all or any portion of the Funded Activity in order to avoid such environmental impacts.
- C-5. In the event the parties, pursuant to the preceding paragraph, determine to terminate the implementation of the entirety of the Funded Activity, the Recipient shall promptly return all previously disbursed but unspent SCW Program Contributions and the Recipient shall thereafter have no further obligation under this Agreement to implement the Funded Activity. In the event the parties determine to terminate the implementation of a portion of the Funded Activity, the Recipient shall promptly return all previously disbursed but unspent SCW Program Contributions for the terminated portion of the Funded Activity and the Recipient shall thereafter have no further obligation under this Agreement to implement the

terminated portion of the Funded Activity, but this Agreement shall remain in full force and effect as to the portion of the Funded Activity not terminated.

[If the Recipient is not a public agency]

- C-1. The Recipient shall be responsible for the preparation of all documentation, analysis and other work including any mitigation, necessary to comply with the California Environmental Quality Act (CEQA) in connection with the Funded Activity. Environmental documentation prepared in connection with the Funded Activity will be subject to the review and analysis of the District. Any decisions based on the documentation prepared by the Recipient will reflect the independent judgment of District. By entering into this Agreement, the District is not approving any activity that would be considered a project under CEQA and the Recipient acknowledges that the District will not disburse the SCW Program Contribution for any activities that meet the definition of a project under CEQA until the Recipient has prepared the documentation, analysis and other work necessary to comply with CEQA to the District's satisfaction.
- C-2. In addition to its other indemnification obligations pursuant to this Agreement, the Recipient hereby agrees to indemnify, defend, and hold harmless District, the County of Los Angeles and their officers, employees, and agents from and against any and all claims and/or actions related to the Funded Activity that may be asserted by any third party or public agency alleging violations of CEQA or the CEQA Guidelines or the NEPA.
- C-3. Notwithstanding any other provision of this Agreement, if any documentation or other analysis pursuant to CEQA discloses that the Funded Activity or any portion thereof will have one or more significant environmental impacts that cannot be feasibly mitigated, the District, after consultation with the Recipient, may terminate the SCW Program Contribution for all or any portion of the Funded Activity or may request that the Funded Activity be modified in order to avoid such environmental impact(s).
- C-4. In the event that the District terminates the SCW Program Contribution for the entirety of the Funded Activity, the Recipient shall promptly return all previously disbursed but unspent SCW Program Contributions and the Recipient shall thereafter have no further obligation under this Agreement to implement the Funded Activity. In the event the District terminates the SCW Program Contribution for a portion on of the Funded Activity, the Recipient shall promptly return all previously disbursed but unspent SCW Program Contributions for the terminated portion of the Funded Activity and the Recipient shall thereafter have no further obligation under this Agreement to implement the terminated portion of the Funded Activity, but this Agreement shall remain in full force and effect as to the portion of the Funded Activity for which the SCW Program Contribution was not terminated.

EXHIBIT D – ADDENDUM TO AGREEMENT

-DRAFT TEMPLATE-

**ADDENDUM NO. ____ TO
TRANSFER AGREEMENT NO. _____ BETWEEN
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
AND (INSERT PROJECT DEVELOPER)
SAFE, CLEAN WATER PROGRAM – REGIONAL PROGRAM**

This Addendum No. ____ to Transfer Agreement No. _____, hereinafter referred to as "Addendum No. ____", is entered into as of _____ by and between the Los Angeles County Flood Control District, hereinafter referred to as "District," and _____ (*Project Developer/Scientific Studies Applicant*), hereinafter referred to as "Recipient."

WHEREAS, District and Recipient entered into Transfer Agreement No. _____, hereinafter referred to as "Agreement", pertaining generally to the transfer of a SCW Program Contribution (as therein defined) from District to Recipient for the implementation by Recipient of a Funded Activity (as therein defined) to increase stormwater and/or urban runoff capture and/or reduce stormwater and/or urban runoff pollution, on _____;

WHEREAS, the Agreement provides for the disbursement of the SCW Program Contribution for the _____ Fiscal Year (as therein defined), and further provides that if the Funded Activity is included in a duly approved Stormwater Investment Plan (as therein defined) for a subsequent Fiscal Year, the parties shall enter into an addendum to the Agreement regarding the disbursement of the SCW Program Contribution for that subsequent Fiscal Year;

WHEREAS, the Funded Activity has been included in a duly approved Stormwater Investment Plan for Fiscal Year _____;

NOW, THEREFORE, in consideration of the promises, mutual representations, covenants and agreements in this Agreement, the District and the Recipient, each binding itself, its successors and assigns, do mutually promise, covenant, and agree as follows:

1. The definitions set forth in Sections 16.03 and 18.02 of the Los Angeles County Flood Control District Code together with the definitions set forth in the Agreement shall apply to this Addendum No. ____.
2. Exhibit A to the Agreement is superseded and replaced by Exhibit A-1, attached hereto and incorporated herein as if fully set forth, and all references in the Agreement to Exhibit A shall hereafter be deemed to refer to Exhibit A-1.
3. The District shall disburse the SCW Program Contribution for the _____ Fiscal Year as described in the Budget Plan within ____ days of the execution of this Addendum by the last party to sign.

3. All terms and conditions of the Agreement shall remain in full force and effect including, but not limited to the following provisions related to compliance with the California Environmental Quality Act (CEQA).

IN WITNESS WHEREOF, this Addendum No. ____ has been executed by the parties hereto.

_____ (Recipient) _____:

By: _____

Name:

Title:

Date: _____

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT:

By: _____

Name:

Title:

Date: _____

EXHIBIT E – NATURE BASED SOLUTIONS (NBS) BEST MANAGEMENT PRACTICES

Nature-based solutions (NBS) refers to the sustainable management and use of nature for undertaking socio-environmental challenges, including climate change, water security, water pollution, food security, human health, and disaster risk management. As this environmental management practice is increasingly incorporated into projects for the SCW Program, this guidance document may be expanded upon to further quantify NBS practices based on benefits derived from their incorporation on projects.

The SCW Program defines NBS as a Project that utilizes natural processes that slow, detain, infiltrate or filter Stormwater or Urban Runoff. These methods may include relying predominantly on soils and vegetation; increasing the permeability of Impermeable Areas; protecting undeveloped mountains and floodplains; creating and restoring riparian habitat and wetlands; creating rain gardens, bioswales, and parkway basins; enhancing soil through composting, mulching; and, planting trees and vegetation, with preference for native species. NBS may also be designed to provide additional benefits such as sequestering carbon, supporting biodiversity, providing shade, creating and enhancing parks and open space, and improving quality of life for surrounding communities. NBS include Projects that mimic natural processes, such as green streets, spreading grounds and planted areas with water storage capacity. NBS may improve water quality, collect water for reuse or aquifer recharge, or to support vegetation growth utilizing natural processes.

Recipients are to consider using Nature-Based Solutions for infrastructure projects and include in each Quarterly Progress/Expenditure Report and annual summary whether and how their project achieves a good, better, or best for each of the 6 NBS methods in accordance with the guidance below. Additionally, Quarterly Progress/Expenditure Reports should include discussion on any considerations taken to maximize the class within each method. If at least 3 methods score within a single class, the overall project can be characterized as that class. Recipients must attach a copy of the matrix for each Project with the good, better, or best column indicated for each method, to facilitate District tracking of methods being utilized. Please refer to the table below.

For the most up to date guidance related to Nature Based Solutions, please refer to the Safe, Clean Water Program website (<https://safecleanwaterla.org/>)

METHODS	GOOD	BETTER	BEST
Vegetation/Green Space	Use of climate-appropriate, eco-friendly vegetation (groundcover, shrubs, and trees) / green space 5%-15% covered by new climate-appropriate vegetation	Use of native, climate-appropriate, eco-friendly vegetation (groundcover, shrubs, and trees) / green space 16%-35% covered by new native vegetation	Establishment of plant communities with a diversity of native vegetation (groundcover, shrubs, and trees) / green space that is both native and climate-appropriate More than 35% covered by new native vegetation
Increase of Permeability	Installation of vegetated landscape – 25%-49% paved area removed Redesign of existing impermeable surfaces and/or installation of permeable surfaces (e.g. permeable pavement and infiltration trenches)	Installation of vegetated landscape – 50%-74% paved area removed Improvements of soil health (e.g., compaction reduction)	Installation of vegetated landscape – 75%-100% paved area removed Creation of well-connected and self-sustained natural landscapes with healthy soils, permeable surfaces, and appropriate vegetation
Protection of Undeveloped Mountains & Floodplains	<ul style="list-style-type: none"> ● Preservation of native vegetation ● Minimal negative impact to existing drainage system 	<ul style="list-style-type: none"> ● Preservation of native vegetation ● Installation of new feature(s) to improve existing drainage system 	<ul style="list-style-type: none"> ● Creation of open green space ● Installation of features to improve natural hydrology
Creation & Restoration of Riparian Habitat & Wetlands	<ul style="list-style-type: none"> ● Partial restoration of existing riparian habitat and wetlands ● Planting of climate appropriate vegetation - between 5 and 15 different climate-appropriate or native plant species newly planted ● No potable water used to sustain the wetland 	<ul style="list-style-type: none"> ● Full restoration of existing riparian habitat and wetlands ● Planting of native vegetation - between 16 and 30 different native plant species newly planted ● No potable water used to sustain the wetland 	<ul style="list-style-type: none"> ● Full restoration and expansion of existing riparian habitat and wetlands ● Planting of plant communities with a diversity of native vegetation – greater than 31 native plant species newly planted ● No potable water used to sustain the wetland

<p>New Landscape Elements</p>	<p>Elements designed to capture runoff for other simple usage (e.g. rain gardens and cisterns), capturing the 85th percentile 24-hour storm event for at least 50% of the entire parcel</p>	<p>Elements that design to capture/redirect runoff and filter pollution (e.g. bioswales and parkway basins), capturing the 85th percentile 24-hour storm event from the entire parcel</p>	<p>Large sized elements that capture and treat runoff to supplement or replace existing water systems (e.g. wetlands, daylighting streams, groundwater infiltration, floodplain reclamation), capturing the 90th percentile 24-hour storm event from the entire parcel and/or capturing off-site runoff</p>
<p>Enhancement of Soil</p>	<p>Use of soil amendments such as mulch and compost to retain moisture in the soil and prevent erosion Planting of new climate-appropriate vegetation to enhance soil organic matter</p>	<p>Use of soil amendments such as mulch and compost that are locally generated to retain moisture in the soil, prevent erosion, and support locally based composting and other soil enhancement activities Planting of new native, climate-appropriate vegetation to enhance soil organic matter</p>	<p>Use of soil amendments such as mulch and compost that are locally generated, especially use of next-generation design with regenerative adsorbents (e.g. woodchips, biochar) to retain moisture in the soil, prevent erosion, and support on-site composting and other soil enhancement activities Planting of new native, climate appropriate vegetation to enhance soil organic matter</p>

EXHIBIT F – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT

Recipient or approved Project operator shall operate and maintain infrastructure projects for the useful life of the project and are to consider using the following guidance for operations and maintenance. Operational maintenance is the care and upkeep of Projects that may require detailed technical knowledge of the Project's function and design. Project specific operational and maintenance plans shall consider the activities listed below and set forth specific activities and frequencies (not limited to those below) as determined to be appropriate by the Municipalities and best practices, including stakeholder engagement as applicable. Operational maintenance is to be performed by the operator of the Project with a purpose to make the operator aware of the state of readiness of the Project to deliver stormwater and urban runoff benefits.

1. Litter Control

- Regularly removal of litter, nonhazardous waste materials, and accumulated debris near planted areas, rock areas, decomposed granite areas, rest areas, fence perimeters, adjoining access roads and driveways, drains, pedestrian trails, viewing stations, shelter houses, and bicycle pathways.
- Regularly inspection and maintenance of pet waste stations
- Maintaining trash receptacles
- Removal of trash, debris, and blockages from bioswales
- Inspection and cleaning of trash booms
- Inspection of weir gates and stop logs to clean debris, as required.

2. Vegetation Maintenance

- Weed control
 - Recognition and removal of weeds, such as perennial weeds, morning glory, vine-type weeds, ragweed, and other underground spreading weeds.
 - Avoiding activities that result in weed seed germination (e.g. frequent soil cultivation near trees or shrubs)
 - Regularly removal of weeds from landscape areas, including from berms, painted areas, rock areas, gravel areas, pavement cracks along access roads and driveways, drains, pedestrian trails, viewing stations, park shelters, and bicycle paths.
- Tree and shrubbery trimming and care
 - Removal of dead trees and elimination of diseased/damaged growth
 - Prevent encroachment of adjacent property and provide vertical clearance
 - Inspect for dead or diseased plants regularly
- Wetland vegetation and landscape maintenance
 - Installation and maintenance of hydrophytic and emergent plants in perennially wet and seasonal, intermittent habitats.

- Draining and drawdown of wetland and excessive bulrush removal
- Weed and nuisance plant control
- Removal of aquatic vegetation (e.g. algae and primrose) using appropriate watercraft and harvesting equipment
- Wildflower and meadow maintenance
- Grass, sedge, and yarrow management
- Removal of unwanted hydroseed

3. Wildlife Management

- Exotic species control
- Provide habitat management; promote growth of plants at appropriate densities and promote habitat structure for animal species
- Protect sensitive animal species (e.g. protection during critical life stages including breeding and migration)
- Avoid disturbances to nesting birds
- Avoid spread of invasive aquatic species

4. Facility Inspection

- Inspect project sites for rodent and insect infestations on a regular basis
- Inspect for and report graffiti in shelter houses, viewing stations, benches, paving surfaces, walls, fences, and educational and directional signs
- Inspect facilities for hazardous conditions on roads and trails (e.g. access roads and trails, decomposed granite pathways, and maintenance roads)
- Inspect shade structures for structural damage or defacement
- Inspect hardscapes
- Inspect and maintain interpretive and informational signs
- Inspect site furnishings (e.g. benches, hitching posts, bicycle racks)
- Maintain deck areas (e.g. benches, signs, decking surfaces)
- Visually inspect weirs and flap gates for damage; grease to prevent locking.
- Inspect all structures after major storm events, periodically inspect every 3 months, and operate gates through full cycles to prevent them from locking up.

5. Irrigation System Management

- Ensuring automatic irrigation controllers are functioning properly and providing various plant species with proper amount of water.
 - Cycle controller(s) through each station manually and automatically to determine if all facets are functioning properly.
 - Inspection should be performed at least monthly.
 - Recover, replace, or refasten displaced or damaged valve box covers.
 - Inspect and repair bubbler heads.

- Repair and replace broken drip lines or emitters causing a loss of water (to prevent ponding and erosion).
 - Maintain drip system filters to prevent emitters from clogging. Inspection and cleaning should occur at least monthly.
 - Inspect and clean mainline filters, wye strainers, basket filters, and filters at backflow devices twice a year.
 - Maintain and check function of the drip system.
- Keeping irrigation control boxes clear of vegetation
 - Operating irrigation system to ensure it does not cause excessively wet, waterlogged areas, and slope failure
 - Utilizing infrequent deep watering techniques to encourage deep rooting, drought tolerant plant characteristics to promote a self-sustaining, irrigation free landscape
 - Determine watering schedules based on season, weather, variation in plant size, and plant varieties. At least four times a year (e.g. change of season), reschedule controller systems.
 - Turn off irrigation systems at the controller at the beginning of the rainy season, or when the soil has a high enough moisture content.
 - Use moisture sensing devices to determine water penetration in soil.

6. Erosion Management and Control

- Inspect slopes for erosion during each maintenance activity
- Inspect basins for erosion
- Take corrective measures as needed, including filling eroded surfaces, reinstalling or extending bank protection, and replanting exposed soil.

7. Ongoing Monitoring Activities

- Monitor controllable intake water flow and water elevation
- Examine inflow and outflow structures to ensure devices are functioning properly and are free of obstructions.
- Water quality sampling (quarterly, unless justified otherwise)
- Checking telemetry equipment
- Tracking and reporting inspection and maintenance records

8. Vector and Nuisance Insect Control

- Monitoring for the presence of vector and nuisance insect species
- Adequate pretreatment of influent wastewater to lessen production of larval mosquitos
- Managing emergent vegetation
- Using hydraulic control structures to rapidly dewater emergent marsh areas
- Managing flow velocities to reduce propagation of vectors

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COUNCIL AGENDA

March 28, 2023

TO: The Honorable Mayor and City Council

SUBJECT: Approval of Amendment No. 1 to the Agreement with the Los Angeles County Flood Control District (LACFCD) For Catch Basin Trash Excluder Maintenance

STATEMENT OF FACT

The Municipal Separate Storm Sewer System (MS4) Permit requires the City to reduce the level of pollutants entering the Los Cerritos Channel, Lower San Gabriel River, and the Lower Los Angeles River. Reduction of these pollutants can be met by installing catch basin connector pipe screen (CPS) inserts, a metal screen assembly that is installed inside of an existing catch basin, to prevent debris from entering the storm drain system. When CPS units are installed into catch basins owned and operated by the Los Angeles County Flood Control District (LACFCD), the County requires that the City take over maintenance of these CPS units (referred to in the agreement as “trash excluders”), and enters into an agreement with the City for that purpose. The City entered into such agreement with the LACFCD on July 9, 2013 for select catch basins. At its meeting on June 14, 2022, the City Council authorized the purchase and installation of CPS catch basin inserts by G2 Construction, Inc. to be installed in both City and County-owned catch basins.

DISCUSSION

G2 Construction and staff have been working with the County for permitting of the installation of approximately 180 CPS inserts in LACFCD owned catch basins in the City. As part of this permit the County requires that we amend the existing agreement for maintenance of these new CPS units. The attached amendment with LACFCD updates new locations to the existing list, which the City will be required to maintain.

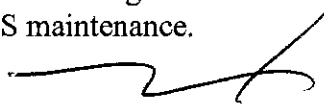
FISCAL IMPACT

There is no fiscal impact regarding the approval of this agreement to the City’s General Fund for the installation of the CPS Unit which are funded by Caltrans. The Catch Basin Maintenance Services are budgeted in the City’s local return of the Measure W Safe, Clean Water Program funds.

RECOMMENDATION

- (1) It is recommended that the City Council approve Amendment No. 1 to the Agreement with Los Angeles County Flood Control District for catch basin CPS maintenance.
- (2) Authorize the Mayor to sign the Amendment No. 1 to the Agreement with the Los Angeles County Flood Control District for catch basin CPS maintenance.

Kelli Pickler
Director of Public Works


Thaddeus McCormack
City Manager

**AMENDMENT NO. 1 TO THE CATCH BASIN TRASH EXCLUDER
MAINTENANCE AGREEMENT (OPTION 2) BETWEEN THE LOS
ANGELES COUNTY FLOOD CONTROL DISTRICT AND
THE CITY OF LAKEWOOD**

This Amendment No. 1 is entered into by and between the City of Lakewood (hereinafter called "CITY") and Los Angeles County Flood Control District (hereinafter called "LACFCD").

RECITALS

WHEREAS, CITY entered into a written Agreement ("AGREEMENT") with LACFCD for CITY to install and maintain TRASH EXCLUDERS (as defined in the AGREEMENT) within storm drain catch basins owned by LACFCD and located within CITY streets;

WHEREAS, CITY desires to install and maintain additional TRASH EXCLUDERS within storm drain catch basins owned by the LACFCD and located within CITY streets;

NOW, THEREFORE, the Parties agree to amend the AGREEMENT as follows:

Section 1. CITY shall prepare a list of locations and other information for the additional TRASH EXCLUDERS that CITY proposes to install on LACFCD catch basins, in form prescribed by the LACFCD. Once completed by the CITY, the list shall be attached hereto as "Supplemental Exhibit A".

Section 2. CITY shall apply for and obtain a permit from the LACFCD for the installation of the additional TRASH EXCLUDERS identified on Supplemental Exhibit A.

Section 3. Upon completion of the installation of the additional TRASH EXCLUDERS in accordance with the terms and conditions of the permit from LACFCD, CITY shall provide to the LACFCD an updated Supplemental Exhibit A, as necessary to reflect any differences between the proposed and the as-built conditions.

Section 4. Once LACFCD approves the updated Supplemental Exhibit A, the updated Supplemental Exhibit A shall replace and supersede the prior Supplemental Exhibit A and shall be deemed incorporated into Exhibit A to the AGREEMENT as if set forth in full therein.

Section 5. Except as specifically amended by this Amendment No. 1, all provisions of the AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment No. 1 is executed by the CITY, acting through its authorized officer, on _____, and by the LACFCD acting through its Chief Engineer, on _____.

CITY OF LAKEWOOD:

Mayor

APPROVED AS TO FORM:

City Attorney

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

By: _____
Chief Engineer

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COUNCIL AGENDA

March 28, 2023

TO: The Honorable Mayor and City Council

SUBJECT: Archiving Information Management Services Authorization – ARC Document Solutions

INTRODUCTION

Staff requested a proposal from American Reprographics Company (ARC) Document Solutions to digitize the plan and files located both inside the Public Works trailer and the offices inside of Public Works. The digitizing and indexing of the documents is necessary as we move towards plan and file storage solutions. This task is incredibly time-consuming and Public Works does not have the resources to complete these tasks in-house.

STATEMENT OF FACT

ARC Document Solutions specializes in scanning, imaging, and other document solutions throughout the USA. ARC is the leading documents solutions company in the US, utilizing a core suite of reprographics and document imaging technology products, a nationwide network of locally branded service centers and more than 4,000 facilities management programs throughout the country. The City of Lakewood has utilized ARC's services for plan reprographics for many years. ARC has an established business relationship with the City and has proven to adhere to contractual requirements. In the past, the quality of their file digitization has met the City's needs and has exceeded similar services provided by others.


ARC will retrieve the plans and files from the City, transport them to its archive facility location in Costa Mesa for processing and scanning. The final deliverables will be returned to the City. The images will be scanned at 200 dpi for black-and-white PDF images and 300 dpi for large format documents such as construction plans and as-builts. ARC will sort and index the files, and then digitize them. The files will be returned to the City or destroyed as the City requests. The estimated completion is 60-120 business days after the proposal is approved. Public Works has estimated to have approximately 400,000 of small format documents and 12,500 of large format documents, however this is a rough visual estimate and this number may vary greatly.

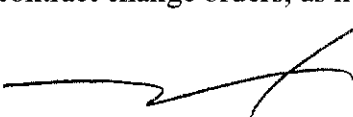
On March 20th, this project was discussed at the CIP Committee for their concurrence of this project. The estimated cost of the proposal is \$48,853.50 based on unit prices. This cost includes \$9,802.50 to index and digitize the documents currently stored in the trailer, and \$39,051 to index and digitize the documents in the Public Works office. There are enough funds in the PW operating account 10106000-51010 to cover this expense.

RECOMMENDATIONS

Staff recommends that the City Council:

- (1) Authorize work for the Public Works File Digitization and Indexing per ARC Document Solutions' proposal dated March 10, 2023 in an amount not-to-exceed \$48,853.50, and authorize the Mayor to sign the proposal.
- (2) Authorize staff to approve a cumulative total of contract change orders, as needed, not-to-exceed \$5,000.

Kelli Pickler 
Director of Public Works


Thaddeus McCormack
City Manager



ARC DOCUMENT SOLUTIONS ESTIMATE FOR:



Prepared for: Kelli Pickler/Kevin Yamakawa
City Hall 5050 Clark Avenue, Lakewood, CA 90712

March 10, 2023

Archiving Information
Management Services

Confidential

COVER LETTER OF INTRODUCTION

Thank you very much for the opportunity to propose our services to the City of Lakewood. We have fulfilled Scanning, Imaging and other Document Solutions services for many Architects, Engineers, School Districts, Developers, Property Management and Cities throughout the USA for many years.

ARC is the leading document solutions company in the United States, providing business-to-business document management services to the industry. The company provides our core services through a proprietary suite of reprographics and document imaging technology products, a nationwide network of locally branded service centers and more than 4,000 facilities management programs at client locations throughout the country.

We offer the following capabilities and expertise to City of Lakewood including:

- Vast experience with corporate and government records
- Precedent of scanning, data processing, indexing and metadata creation
- Cloud hosting services and data management
- Established local presence in the area
- State of the art equipment and production facilities
- Significant experience in document handling and conversion projects
- Tenured and experienced management and production staff
- Proven quality programs that ensure accuracy
- Advanced service offerings that can be leveraged by City of Lakewood for future initiatives

ARC has a long list of satisfied clients that include government, health, industrial, financial, education, and construction. This unique combination of technical knowledge and production expertise results in the creation of sophisticated production control technology, which is customized for each project to provide quality and price competitiveness.

We understand City of Lakewood is looking for Digitizing and Indexing services for a collection of documents. These documents have been reviewed by our ARC team member. Here is a unit cost breakdown including Data Capture and File Indexing based on our assessment & conversation with City of Lakewood representative. This is a living assessment that is subject to change as we move forward with our analysis of volume document types and output required by City of Lakewood

Looking forward to your feedback,

Sincerely,

Jose Vazquez

American Reprographics Company, LLC

SCOPE OF WORK

What ARC will provide:

Document Conversion, Quality Assurance and renaming to PDF.

SECURE: ARC will go on-site to securely load all client prepared boxes.

Then apply box barcode chain of custody labels, retrieve files from

City of Lakewood and transport them to its archive facility location in Costa Mesa for processing and scanning. Upon retrieval from City of Lakewood, the documents will remain in ARC's custody. Documents are transported by ARC to ARC's location and only handled by ARC employees. Images remain on ARC's secure servers, until the final deliverable is returned to City of Lakewood. No third parties are involved with the scanning process, transportation or storage.

PREP: ARC will prepare your documents for scanning by removing all binding materials (e.g., staples, paper clips, clamps, coil binders, comb binders, velo bindings, fold-over tab binders, 3 ring binders, etc.).

SCAN: ARC will scan all documents.

Detailed Processing steps:

- ARC will come onsite to securely load all client prepared boxes for transportation (no inventory).
- ARC will scan all documents at 200 dpi in Black and White PDF images. Each document, binder or file will be output as a multipage PDF. All small format documents can be converted to searchable PDF (OCR). All LF images will be scanned at 300 DPI. Each set will be scanned as a Multipage PDF by roll.
- **Small Format Naming Scheme (Indexing):**
 - Folder Tab/Name
 - If not folder, Document/Binder title or Type

Plan sets will be arranged in folders by roll.

Indexing Specifications to index into customer provided load File:

- Project Name
- Plan Number/Name
- Plan Description
- Most recent date on plan
- No reassembly required(no re-staple, no rebinding, no re-clipping).
- ARC can return all documents in transportation boxes upon project completion and customer approval.
- ARC will securely destroy all document upon completion of the project with customers written approval.
- Estimated completion 60-120 business days after Indexing & Quality has been approved.
- ARC will return all images via secure link.
- ARC does NOT offer permanent storage Service. If originals remain at ARC over 30 days after scan deliverables have been received by customer a Temporary (up-to 60 Day) Storage fee will apply per pallet (\$150.00).
- ARC project manager will notify customer in advance if estimate exceeds original assumptions. Deviation from original assumptions must be mutually agreed upon by both parties and may impact schedule and price. Estimate does NOT include Project management (one-time) charge, if applicable.

Rates & Services Pricing **City of Lakewood Trailer Office**

Service	Description	QTY	Unit	Per Unit	Extended
Plan Sheet Imaging – Color	Convert Large Format Sheets to PDF (12x18 up to 36x48). Color - 300 DPI & Medium Preparation Sheet Level Indexing Included, Includes up to 4 Attributes & Document Exploration..	5,125	Image	\$1.50	\$7,687.50
Small Format Color Imaging	Convert Documents up to 11x17 to PDF. Auto-Color - 200 DPI & Medium Preparation .	22,000	Image	\$0.04	\$880.00
Indexing - File Naming	Subjective Manual Extraction of Key Data - Includes up to 2 Attributes & Document Exploration .	500	File	\$0.18	\$90.00
Document Prep Labor	Preparing documents for scan (Light/& Medium Preparation) .	22,000	Image	\$0.02	\$440.00
OCR	Optical character recognition (Small Format Documents) .	22,000	Image	\$0.005	\$110.00
Onsite Retrieval Prep	Document Packaging (no inventory) to make ready for transport. .	2	Hour	\$85.00	\$170.00
Logistics	Document Transportation - Pickup & Delivery* .	1	Per Trip	\$150.00	\$150.00
Data Deliverable	Data Deliverable via Secure Link .	1	Each	\$50.00	\$50.00
Destruction	Document Destruction .	30	Per Box	\$7.50	\$225.00
Retrieval	Adhoc retrieval requests.		Hour	\$45.00	
				Service Total	\$9,802.50

Rates & Services Pricing **Other various Documents & locations**

Service	Description	QTY	Unit	Per Unit	Extended
Plan Sheet Imaging – Color	Convert Large Format Sheets to PDF (12x18 up to 36x48). Color - 300 DPI & Medium Preparation Sheet Level Indexing Included, Includes up to 4 Attributes	7,500	Image	\$1.50	\$11,250.00
Small Format Color Imaging	Convert Documents up to 11x17 to PDF. Auto-Color - 200 DPI & Medium Preparation .	369,600	Image	\$0.04	\$14,784.00
Indexing - File Naming	Subjective Manual Extraction of Key Data - Includes up to 2 Attributes & Document Exploration .	8,400	File	\$0.18	\$1,512.00
Document Prep Labor	Preparing documents for scan (Light/& Medium Preparation) .	369,600	Image	\$0.02	\$7,392.00
OCR	Optical character recognition (Small Format Documents) .	369,600	Image	\$0.005	\$1,848.00
Onsite Retrieval Prep	Document Packaging (no inventory) to make ready for transport. .	4	Hour	\$85.00	\$340.00
Logistics	Document Transportation - Pickup & Delivery* .	1	Per Trip	\$300.00	\$300.00
Data Deliverable	Data Deliverable via Secure Link .	1	Each	\$50.00	\$50.00
Destruction	Document Destruction .	210	Per Box	\$7.50	\$1,575.00
Retrieval	Adhoc retrieval requests.		Hour	\$45.00	
				Service Total	\$39,051.00

* Estimate does NOT include Taxes or project setup fee, if applicable.

* Minimum per trip charge \$150 per trip or greater dependent on location.

Additional Scope Details:

Chain Of Custody Level – Box

ARC will store the documents for up to 30 calendar days after completion of the project to allow the customer time to review the samples and request any warranty work.

Note: Prices submitted are considered firm for sixty (60) days. The pricing above is based on the initial assessment and ‘best’ condition assumptions excluding ‘Additional Scope Questions’. Any deviation from the above assumptions must be mutually agreed upon by both parties and may impact both schedule and price and will be subject to a Change Order. ARC will produce a Pilot or sample to each Department to insure Indexing (Folder Structure & File Naming) for process approval from City of Lakewood prior to producing entire collection. Actual quantities processed will determine final pricing, which may be lower or higher than this estimated total amount. City of Lakewood will assign a Project Manager or Point Of Contact in coordination with ARC Project manager to insure timely feedback & authorization.

ARC Document Solutions Team

Craig Callas
Senior Account Executive
craig.callas@e-arc.com

Karen Siguenza
AIM Project Manager
(818)683-4817 | karen.siguenza@e-arc.com

CLIENT APPROVAL

City of Lakewood

Authorized Signature: _____

Printed Name: _____

Title: _____

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Reports

COUNCIL AGENDA

March 28, 2023

TO: Honorable Mayor and City Council

SUBJECT: Drought Conditions and Drinking Water Regulatory Update

INTRODUCTION

As a water purveyor, the City of Lakewood - Water Resources Department is subject to regulatory compliance from Federal and State drinking water standards. Water quality regulations are mandated by the State Water Resources Control Board at the state-level and the Federal Environmental Protection Agency at the federal-level. Additionally, the California Department of Water Resources (DWR) and the State Water Resources Control Board (SWRCB) may also regulate how water resources are being used in the state by water purveyors through water-use efficiency restrictions and drought-related requirements.

STATEMENT OF FACT

Drought Conditions

Recent record-breaking atmospheric rivers have brought significant rain and snow to California. State water managers continue to monitor conditions across the state. The storms are expected to continue building the Sierra Nevada snowpack to above-average levels and improving water storage levels when the snow melts this spring. According to DWR, as of February 28, the Sierra statewide snowpack is at 189 percent of average for this time of year, and 166 percent of the April 1 average. DWR will conduct the next snowpack survey on March 3. The most important measurement of the year will be around April 1 when the snowpack is typically at its highest. Statewide reservoir levels are now 95 percent of average and our statewide precipitation is at 132 percent of average for this time of year.

Drinking Water Regulations


SWRCB has adopted a number of drinking water regulatory priorities for 2023. Some of those regulatory priorities will take effect in the coming months and may have a direct impact to the City water operations. Most notably, the EPA's revised Lead & Copper Rule, Direct Potable Reuse and proposed Maximum Contaminant Levels for PFAS will have an impact to our local region.

SUMMARY

Staff will provide a status update to the City Council on the latest drought conditions in California. Staff will also provide an update on the latest drinking water regulations as mandated by the Federal EPA and State Water Resources Control Board.

RECOMMENDATION

Staff recommends that the City Council receive and file this report.


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


Thaddeus McCormack
City Manager

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COUNCIL AGENDA

March 28, 2023

TO: Honorable Mayor and City Council

SUBJECT: Volunteer Program Annual Report

INTRODUCTION

April is recognized as National Volunteer Month, and the Recreation and Community Services Department is celebrating the hard work of Lakewood's volunteers by offering several events to both celebrate and encourage volunteerism. Many of the department's programs would not be possible without the assistance of the hundreds of volunteers who give their time, energy and effort to help others. Giving back to the community through volunteer service is a Lakewood tradition, and volunteers have helped to make the city what it is today; a strong and caring community.

STATEMENT OF FACT

Volunteer Recognition

Events to recognize the efforts of volunteers have been scheduled throughout the month of April. The 26th annual Lakewood Volunteer Day is on Saturday, April 15. Immediately following the Volunteer Day event, volunteers are thanked at a recognition luncheon. Lakewood Youth Sports (LYS) coaches will be treated to a recognition event, which includes a trip to an Angels baseball game the evening of Saturday, April 22. The event will be hosted at the Lakewood Youth Center and attendees will be treated to a meal, a word of thanks from the Mayor and will then board buses bound for Angel Stadium of Anaheim. Rounding out the month, the Older Adult Volunteer Recognition Luncheon is scheduled for Wednesday, April 26 at Monte Verde Park. At this event, the Older Adult Volunteer of the Year, Lorraine Wilkerson from Lakewood Meals on Wheels, will be honored along with many other older adult volunteers who give their time throughout the year.

California Parks and Recreation Society (CPRS) District 10 is hosting an Awards and Installation Banquet on Thursday, April 27, where two Lakewood volunteer groups will be receiving the Volunteer Merit Award. The Rotary Club of Lakewood will be honored for their contributions to the Project Shepherd Backpack Program. Rotarians made important contributions to this program including a large monetary donation to support the purchase of backpacks, assistance with packing backpacks with school supplies and helping with distribution to a record-breaking 434 Lakewood school children. Erich Freudenthaler, former president of Lakewood Little League, will also be honored with a Volunteer Merit Award from CPRS D10 for leading dramatic infrastructure and field maintenance improvements of the Little League baseball fields at Rynerson Park, including improvements to the dugouts and snack bar, and installation of new turf and irrigation. Erich worked tirelessly to raise funds for supplies and contractors, and also to secure volunteers to complete any work that could be accomplished by volunteers. With 288 participants in the league, every child will benefit from these newly remodeled fields.

Volunteers in Action

In 2022, volunteers coached youngsters on 75 baseball/softball teams, 46 football/volleytennis/volleyball teams, and 70 basketball teams, contributing 5,553 hours of service. Volunteers also enhanced many senior programs and services. A dedicated group of 50 volunteers contributed 6,264 hours to Lakewood Meals on Wheels. Burns Community Center volunteers provide class instruction in special activities such as book club, quilting group, poker club, and technology classes. Twenty-five adult volunteers regularly worked at the Weingart Senior Center providing class instruction in specialty classes such as knitting, crocheting, sculpting, painting, karaoke and dance for a total of 915 hours of service. Other programs such as the senior nutrition program rely heavily on volunteers to perform tasks such as meal preparation, service and clean up. Lastly, the 2022 Tax Program utilized five volunteers in March and April contributing 235 hours of service. Volunteers continue to augment public service and assistance, and supervision at a variety of special events and weekly programs.

Lakewood Volunteer Day is one way many residents get involved and help their neighbors. This day is set aside as a means for the entire community to come and volunteer a few hours “close to home” working on a variety of projects. Volunteer groups are matched with appropriate project sites. All projects are designed to begin work at 8 a.m. and conclude by 12 p.m. In 2022, 360 volunteers contributed 1,440 hours of service working on 25 project sites at the Volunteer Day event held on April 9, 2022.

Lakewood teens continue to be enthusiastic volunteers. In 2022, teens contributed 755 hours of service at parks and community centers. The Teens in Lakewood Care (TLC) program saw 14 teens assisting two homeowners with yard cleanup in July and October contributing 71 hours of service. This tradition of voluntary action provides an opportunity for teens to create a strong pattern of civic engagement into adulthood.

Annual Halloween carnivals rely heavily on volunteers to carry out individual events at eight Lakewood parks. Volunteers are utilized on October 31 to assist with carnival game booths, contests and haunted houses. In 2022, 215 volunteers contributed 765 hours of service to make these carnivals a success.

The Project Shepherd Holiday Program is made possible because of the many volunteers who generously give their time. In December, 2022, 76 volunteers worked in the warehouse at the Lakewood Youth Center. Volunteers packed boxes, distributed gifts, and loaded cars totaling 222 hours of service. This enabled 412 families to receive food and gifts over the holiday season.


SUMMARY


Volunteers have an enormous impact on the health and well-being of communities. According to the most recent research from the Independent Sector, the estimated dollar value of volunteer time in California is \$29.95 per hour. The value of volunteer programs is not derived simply by looking at this dollar amount and the total volunteer hours worked; instead, the contribution made by all generations of volunteers in Lakewood is of the greatest importance. Volunteers have enabled the

Recreation and Community Services Department to maximize its resources and provide a variety of quality programs and services to all ages. Volunteers continue to be a cornerstone in maintaining the programs that improve the quality of life in Lakewood and make it such a unique community.

RECOMMENDATION

It is the recommendation of staff that the City Council receive and file the Volunteer Program Annual Update.

Valarie Frost, Director 
Recreation and Community Services


Thaddeus McCormack
City Manager

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*Housing
Successor*

**CITY OF LAKEWOOD SUCCESSOR AGENCY - HOUSING
FUND SUMMARY 3/16/2023**

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	5,014.93
		<hr/>
		5,014.93

Council Approval

Date

City Manager

Attest

City Clerk

Director of Finance and Administrative Services

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

<u>CHECK DATE</u>	<u>VENDOR NAME</u>	<u>CHECK AMOUNT</u>
03/16/2023	B&M LAWN AND GARDEN INC	1,514.93
03/16/2023	SINDAHA SAMIR	3,500.00
	Totals:	<u>5,014.93</u>