

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

June 28, 2022

**SPECIAL MEETING:  
CLOSED SESSION**

6:00 p.m.

*EXECUTIVE BOARD ROOM*

CONFERENCE WITH LABOR NEGOTIATORS – Pursuant to Government Code §54957.6

Agency Designated Representative: City Manager, Office of the City Attorney and Liebert Cassidy Whitmore, Director of Finance and Administrative Services, Deputy City Manager, Human Resources Manager, Personnel Technician

Employee Organization: Lakewood City Employees' Association

**CALL TO ORDER**

7:30 p.m.

**INVOCATION:**

**PLEDGE OF ALLEGIANCE:** Boy Scout Troop 134

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

**ANNOUNCEMENTS AND PRESENTATIONS:**

**ROUTINE ITEMS:**

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

RI-1 MEETING MINUTES - Staff recommends City Council approve Minutes of the Meetings held May 24, June 3, and June 14, 2022

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

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

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

RI-5 MONTHLY REPORT OF INVESTMENT TRANSACTIONS - MAY 2022 - Staff recommends City Council receive and file the report.

## City Council Agenda

June 28, 2022

Page 2

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

- RI-6 RESOLUTION NO. 2022-41; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD EXTENDING A LOCAL EMERGENCY DUE TO THE COVID-19 VIRUS - Staff recommends City Council adopt proposed resolution.
- RI-7 RESOLUTION NO. 2022-42; LISTING PROPOSED PROJECTS USING SB 1 FY 2022-2023 FUNDS - Staff recommends City Council adopt proposed resolution that specifies the street segments to be repaved or other improvements using RMRA Fiscal Year 2022-2023 funds.
- RI-8 APPROPRIATIONS FOR CAPITAL IMPROVEMENT PROJECTS - Staff and the CIP Committee recommend that the City Council appropriate funds for the Park Hardscape (\$50,000), Fire and Security (\$75,000), Fence (\$25,000), Facility Roof Repairs (\$25,000), and Painting Improvements (\$50,000) Annual Projects from the reserve for Capital Improvements; appropriate funds for Centre Lighting and Ceiling Improvements (\$350,000) from the reserve for Capital Improvements; and appropriate funds for Bloomfield Irrigation Improvements (\$50,000) from the reserve for Capital Improvements.
- RI-9 MEMORANDUM OF UNDERSTANDING WITH DIAMOND ENVIRONMENTAL SERVICES - Staff recommends City Council approve the renewal of the MOU with Diamond Environmental Services for a three year period beginning on July 1, 2022, and ending on June 30, 2025, as a tool to expedite the procurement of restrooms and sinks in response to emergency incidents.
- RI-10 AMENDMENT TO AGREEMENT FOR MOWING AND LANDSCAPE SERVICES WITH LANDCARE - Staff recommends City Council approve first amendment to agreement for mowing and landscape services with LandCare for a contract period of July 1, 2022, through June 30, 2023, with the option to extend agreement for one additional year through June 30, 2024, at a contracted rate not to exceed \$99,784.07, and authorize the Mayor to execute the agreement subject to approval as to legal form by the City Attorney.
- RI-11 PROFESSIONAL SERVICES AGREEMENT WITH MICHAEL BAKER INTERNATIONAL FOR PLANNING TECHNICIAN - Staff recommends City Council approve the PSA with Michael Baker for a contract Planning Technician in an amount not to exceed \$120,000.
- RI-12 AMENDMENT OF AGREEMENT WITH PACIFIC EH&S SERVICES, INC. - Staff recommends City Council authorize Mayor to execute amendment to agreement for health and safety consulting services, subject to approval as to form by City Attorney.
- RI-13 AGREEMENT FOR WINDOW CLEANING AND CARE SERVICES WITH PANE IN THE GLASS - Staff recommends City Council the first amendment to the agreement for window cleaning and care services with Pane in the Glass for a contract period of July 1, 2022, through June 30, 2023, with the option to extend agreement for one additional year through June 30, 2024, at a contracted rate not to exceed \$20,940, and authorize the Mayor to execute the agreement subject to approval as to legal form by the City Attorney
- RI-14 AGREEMENT WITH T2 SYSTEMS FOR CLOUD HOSTED PARKING CONTROL SOFTWARE PROGRAM - Staff recommends City Council authorize entering into an annual maintenance agreement with T2 Systems at a cost not to exceed \$23,423 in FY 2022-23 and have the City Attorney approve as to form.

## **City Council Agenda**

June 28, 2022

Page 3

### **PUBLIC HEARINGS:**

- 1.1 AMENDMENT TO AGREEMENT FOR REFUSE COLLECTION WITH EDCO WASTE SERVICES; AND RESOLUTION NO. 2022-43; ADJUSTING RESIDENTIAL REFUSE RATES - Staff recommends City Council approve the 2022 amendment to the agreement with EDCO Waste Services, LLC and authorize the Mayor to sign the agreement in a form approved by the City Attorney; and hold a public hearing and adopt the proposed resolution, which enacts the adjustment to refuse rates as stated in report.
- 1.2 PUBLIC HEALTH GOALS COMPLIANCE REPORT (2019-2021) - Staff recommends City Council hold a public hearing to accept and respond to public comments on the Public Health Goals Compliance Report for 2019-2021.

### **LEGISLATION:**

- 2.1 SECOND READING AND ADOPTION OF ORDINANCE NO. 2022-2; RELATING TO STREET RACING AND RECKLESS DRIVING; RESOLUTION NO. 2022-44; TO ESTABLISH A NON-JUDICIAL FINE FOR VIOLATIONS OF SECTION 3402 OF THE LAKEWOOD MUNICIPAL CODE - Staff recommends City Council adopt the proposed ordinance and resolution.
- 2.2 RESOLUTION APPROVING APPOINTMENTS TO CITY COMMISSIONS - Staff recommends City Council continue adoption until election results have been certified.

### **REPORTS:**

- 3.1 AWARD OF BID FOR PUBLIC WORKS PROJECT NO. 2022-2, WELL 13 A TREATMENT FACILITY (PHASE 2) - Staff recommends City Council award a contract in the amount of \$968,000 to Canyon Springs Enterprises of Hemet and authorize the Mayor to sign the contract in a form approved by the City Attorney; appropriate \$1,300,000 in Water Fund Reserves for construction; authorize staff to approve a cumulative total of contract change orders, as needed, not to exceed \$150,000; authorize staff to execute Willdan's proposal to provide construction inspection for an amount of \$71,560; and adopt the plans, specifications and working details for the project.

### **ORAL COMMUNICATIONS:**

### **ADJOURNMENT**

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

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

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

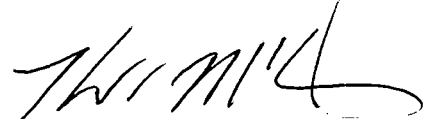
# **D I V I D E R S H E E T**

**COUNCIL AGENDA**

June 28, 2022

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

<u>Name</u>	<u>Title</u>	<u>Schedule</u>	<u>Effective Date</u>
<b>1. FULL-TIME EMPLOYEES</b>			
<b>A. Appointments</b>			
Nathaniel Noriega	Park Maintenance Worker	10A	06/13/2022
<b>B. Changes</b>			
None			
<b>C. Separations</b>			
Winni Weaver	Accounting Technician	13A	06/08/2022
Lisa Dalmatoff	Administrative Clerk	08A	06/20/2022
<b>2. PART-TIME EMPLOYEES</b>			
<b>A. Appointments</b>			
Maribel Farina	Graphic Design Aide I	B	06/13/2022
Victoria Galvez	Community Services Officer I	B	06/13/2022
LeRoy Hill	Maintenance Services Aide III	B	06/13/2022
Brandon Kojaku	Maintenance Services Aide III	B	06/20/2022
Major McKay	Paratransit Vehicle Operator IV	B	06/12/2022
<b>B. Changes</b>			
Nicholas Franco	Sports Official	A to	05/26/2022
	Community Services Leader III	B	
<b>C. Separations</b>			
Geoffrey Yates	Maintenance Trainee II	B	06/07/2022
LeRoy Hill	Maintenance Services Aide III	B	06/22/2022
Major McKay	Paratransit Vehicle Operator IV	B	06/12/2022



Thaddeus McCormack  
City Manager

# DIVIDER SHEET

**CITY OF LAKEWOOD**  
**FUND SUMMARY 6/9/2022**

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

1010	GENERAL FUND	301,869.88
1020	CABLE TV	419.97
1025	AMERICAN RESCUE PLAN	25,000.00
1050	COMMUNITY FACILITY	3,073.33
1070	RETIREE BENEFITS	228,714.00
1621	LA CNTY MEASURE R	408,500.00
1622	LA CNTY MEASURE M	115,900.00
1630	USED OIL GRANT	184.00
1640	BEV CONTAINER REC GRANT	10,855.54
3015	ROAD MAINTC & REHAB ACCT	148,520.93
3070	PROPOSITION "C"	74,538.63
5010	GRAPHICS AND COPY CENTER	2,981.04
5020	CENTRAL STORES	2,570.63
5030	FLEET MAINTENANCE	44,810.87
7500	WATER UTILITY FUND	58,629.01
8030	TRUST DEPOSIT	797.14
		<hr/>
		<b>1,427,364.97</b>

Council Approval

\_\_\_\_\_  
Date

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

Attest

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

\_\_\_\_\_  
Director of Finance and Administrative Services



# CITY OF LAKEWOOD

## SUMMARY CHECK REGISTER

CHECK DATE	VENDOR NAME	CHECK AMOUNT
06/09/2022	AIRE RITE A/C & REFRIGERATION INC	4,855.17
06/09/2022	ALAN'S LAWN AND GARDEN CENTER. INC.	943.72
06/09/2022	ALBANO'S PLUMBING. INC.	325.00
06/09/2022	ALESHIRE & WYNDER LLP	445.79
06/09/2022	AMAZON.COM LLC	220.81
06/09/2022	AMCS GROUP INC.	1,568.15
06/09/2022	N. HARRIS COMPUTER CORPORATION	17,828.07
06/09/2022	B & H FOTO & ELECTRONICS CORP	551.02
06/09/2022	BACKFLOW APPARATUS & VALUE COMPANY	327.44
06/09/2022	BIG STUDIO INC	115.76
06/09/2022	BIO ACOUSTICAL CORP	1,095.00
06/09/2022	BIOMETRICS4ALL INC	63.75
06/09/2022	BURWELL MICHAEL RAY	190.00
06/09/2022	CALIFORNIA RESOURCE RECOVERY ASSOCIATION	200.00
06/09/2022	CANNON CORPORATION	6,240.25
06/09/2022	CARB/PERP	1,155.00
06/09/2022	SEMA. INC.	1,716.96
06/09/2022	CENTRAL BASIN MUNICIPAL WATER	1,800.00
06/09/2022	CHIHAK. CHRISTOPHER	195.47
06/09/2022	CINTAS CORPORATION	66.93
06/09/2022	CITY LIGHT & POWER LKWD INC	4,095.00
06/09/2022	CJ CONCRETE CONSTRUCTION INC	163,218.81
06/09/2022	CLEANCOR HOLDINGS LLC DBA CLEANCOR LNG L	465.00
06/09/2022	COCHICO. WILFRED Z	18.71
06/09/2022	CREATE A PARTY INC.	3,379.50
06/09/2022	COLOMRICAN. INC.	592.03
06/09/2022	CN SCHOOL AND OFFICE SOLUTIONS INC	555.89
06/09/2022	DANIEL'S TIRE SERVICE INC	686.63
06/09/2022	DE LAGE LANDEN FINANCIAL SERVICES	394.81
06/09/2022	DELTA DENTAL INSURANCE COMPANY	1,017.94
06/09/2022	DELTA DENTAL OF CALIFORNIA	6,709.53
06/09/2022	DIRECTV INC	35.00
06/09/2022	DUNRITE PEST CONTROL INC.	260.00
06/09/2022	DUTHIE POWER SERVICES INC	2,400.76
06/09/2022	ELITE SPECIAL EVENTS INC	2,200.00
06/09/2022	ELLIOTT AUTO SUPPLY COMPANY INC	106.44
06/09/2022	FERGUSON ENTERPRISES INC	13,290.65
06/09/2022	FILE KEEPERS. LLC	22.90
06/09/2022	FLUE STEAM INC	315.00
06/09/2022	FUN EXPRESS LLC	259.97
06/09/2022	GLASBY MAINTENANCE SUPPLY CO	154.39
06/09/2022	GRAINGER W W INC	324.50
06/09/2022	TELEMARK CORPORATION	1,621.63
06/09/2022	GREENE BACKFLOW	1,000.00

# CITY OF LAKEWOOD

## SUMMARY CHECK REGISTER

CHECK DATE	VENDOR NAME	CHECK AMOUNT
06/09/2022	H & H NURSERY	72.77
06/09/2022	HEALTHPOINTE MEDICAL GROUP INC.	40.00
06/09/2022	HINDERLITER DE LLAMAS & ASSOC	29,182.43
06/09/2022	HOME DEPOT	2,759.38
06/09/2022	ICON SHELTERS INC	120,996.00
06/09/2022	J & A COMPANIES INC.	985.58
06/09/2022	JHM SUPPLY INC	130.77
06/09/2022	KARTER. JANET	592.80
06/09/2022	KICK IT UP KIDZ. LLC	16.25
06/09/2022	LAKEWOOD CHAMBER OF COMMERCE	25,000.00
06/09/2022	LAKEWOOD. CITY OF	397.14
06/09/2022	LANDCARE HOLDINGS INC	6,808.00
06/09/2022	LIFTECH ELEVATOR SERVICES INC	812.00
06/09/2022	LONG BEACH CITY GAS & WATER DEPT	414.42
06/09/2022	LA COUNTY DEPT OF PUBLIC WORKS	19,185.77
06/09/2022	MACRO AUTOMATICS	13,318.63
06/09/2022	MARTIN MARIETTA MATERIALS. INC.	925.00
06/09/2022	MATHESON TRI-GAS. INC.	153.40
06/09/2022	NESTLE WATERS NORTH AMERICA	90.52
06/09/2022	NICHOLLS CONSULTING. INC.	437.00
06/09/2022	NOBLE R.J. COMPANY	598,787.37
06/09/2022	O'REILLY AUTOMOTIVE STORES INC	619.17
06/09/2022	ODP BUSINESS SOLUTIONS. LLC	276.10
06/09/2022	ORKIN SERVICES OF CALIFORNIA. INC.	94.00
06/09/2022	PACIFIC COACHWAYS CHARTER SERVICES	1,161.55
06/09/2022	PHASE II SYSTEMS INC	2,930.14
06/09/2022	JOYCE LOU. INC.	63.95
06/09/2022	RESOURCES RECYCLING & RECOVERY	10,671.54
06/09/2022	S & J SUPPLY CO	701.19
06/09/2022	BARRY SANDLER ENTERPRISES	136.50
06/09/2022	SOUTHERN COUNTIES OIL CO	36,010.41
06/09/2022	SMART & FINAL INC	506.57
06/09/2022	SO CALIF SECURITY CENTERS INC	41.50
06/09/2022	MWB COPY PRODUCTS. INC.	115.76
06/09/2022	SOLID SURFACE CARE. INC.	4,111.10
06/09/2022	SOUTHERN CALIFORNIA EDISON CO	28,285.09
06/09/2022	SOUTHERN CALIFORNIA GAS CO	6,884.83
06/09/2022	SPASEFF TED C	250.00
06/09/2022	CHARTER COMMUNICATIONS HOLDINGS. LLC	4,236.43
06/09/2022	SPICERS PAPER INC	803.21
06/09/2022	STANDARD INSURANCE CO UNIT 22	9,485.12
06/09/2022	STAPLES. INC.	111.75
06/09/2022	STAPLES. INC.	145.50
06/09/2022	STEIN. ANDREW T	5,496.85

# CITY OF LAKEWOOD

## SUMMARY CHECK REGISTER

CHECK DATE	VENDOR NAME	CHECK AMOUNT
06/09/2022	STEPHENS. ERIC	936.00
06/09/2022	SYN-TECH SYSTEMS INC	44.87
06/09/2022	TENG. WHEA-FUN	325.60
06/09/2022	THE TECHNOLOGY DEPOT	979.55
06/09/2022	THURSTON ELEVATOR CONCEPTS. INC.	143.00
06/09/2022	TORRES LOPEZ JAVIER	218.00
06/09/2022	TRANSAMERICA LIFE INSURANCE COMPANY	1,237.74
06/09/2022	TURF STAR	110.23
06/09/2022	U S BANK PARS ACCT #6746022500	228,714.00
06/09/2022	ULINE	333.38
06/09/2022	ULINE	1,280.19
06/09/2022	UNDERGROUND SERVICE ALERT	449.00
06/09/2022	UNIFIRST CORPORATION	63.50
06/09/2022	CELLCO PARTNERSHIP	1,387.17
06/09/2022	VISION SERVICE PLAN	3,789.65
06/09/2022	VOORHEES. RONDA	74.75
06/09/2022	WATERLINE TECHNOLOGIES INC	2,595.85
06/09/2022	WAXIE ENTERPRISES INC	949.38
06/09/2022	WEAKS. TIERRA	180.00
06/09/2022	WEST COAST SAND AND GRAVEL. INC.	746.44
06/09/2022	WESTERN EXTERMINATOR CO	373.45
06/09/2022	WESTERN WATER WORKS SUPPLY CO	3,170.01
06/09/2022	WHITE HOUSE FLORIST INC	545.74
06/09/2022	BROWN. MICHAEL	100.00
06/09/2022	CERVANTES. JOANNA FULLER	100.00
06/09/2022	COLEY. LAKEDA	250.00
06/09/2022	CRACIUM. MIKE	183.91
06/09/2022	GUTIERREZ. MARICRUZ	100.00
06/09/2022	LEGASPI. MELAN	149.61
06/09/2022	MOSLEY. GIANNA	150.00
06/09/2022	POLLINGER. ROBERT	211.08
06/09/2022	TAVENNER. JENNY	100.00
06/09/2022	VELASQUEZ. JORGE	100.00
<b>Total:</b>		<b>1,427,364.97</b>

**CITY OF LAKEWOOD  
FUND SUMMARY 06/16/22**

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	184,592.08
1025	AMERICAN RESCUE PLAN	60,513.25
1030	CDBG CURRENT YEAR	3,891.24
1050	COMMUNITY FACILITY	15,491.01
1623	LA CNTY MEASURE W	905.63
5010	GRAPHICS AND COPY CENTER	395.47
5020	CENTRAL STORES	1,188.83
5030	FLEET MAINTENANCE	2,240.93
7500	WATER UTILITY FUND	767,999.55
8020	LOCAL REHAB LOAN	24,469.95
8030	TRUST DEPOSIT	1,988.00
		<b>1,063,675.94</b>

Council Approval

Date

City Manager

Attest

City Clerk

Director of Finance and Administrative Services

# CITY OF LAKEWOOD

## SUMMARY CHECK REGISTER

CHECK DATE	VENDOR NAME	CHECK AMOUNT
06/09/2022	JONES RICHARD D. A PROF LAW CORP	16,750.00
06/16/2022	A T & T CORP	286.39
06/16/2022	ADAMS-HILLERY SHARRON	3,224.58
06/16/2022	AIRE RITE A/C & REFRIGERATION INC	10,137.41
06/16/2022	ALL CITY MANAGEMENT SERVICES, INC.	14,675.44
06/16/2022	AMAZON.COM LLC	382.79
06/16/2022	B & H FOTO & ELECTRONICS CORP	395.47
06/16/2022	BACKFLOW APPARATUS & VALUE COMPANY	472.97
06/16/2022	TWO SHELLS ENTERPRISES INC.	282.00
06/16/2022	BROWN, BONNIE	245.05
06/16/2022	CALIF. STATE DISBURSEMENT UNIT	157.38
06/16/2022	CALIF STATE FRANCHISE TAX BOARD	57.64
06/16/2022	CALIFORNIA STATE DEPT OF JUSTICE	672.00
06/16/2022	CINTAS CORPORATION	56.80
06/16/2022	CITY LIGHT & POWER LKWD INC	1,031.88
06/16/2022	CAMERON WELDING SUPPLY	355.31
06/16/2022	COMMERCIAL DOOR OF ANAHEIM, INC.	1,585.00
06/16/2022	DAHLIN GROUP, INC.	28,879.25
06/16/2022	DICKSON R F CO INC	50,055.82
06/16/2022	EAST LONG BEACH POOL SUPPLY	2,114.40
06/16/2022	ELITE SPECIAL EVENTS INC	2,200.00
06/16/2022	FBA ENGINEERING	31,000.00
06/16/2022	FERGUSON ENTERPRISES INC	1,248.33
06/16/2022	RACOOSIN, BILL	124.71
06/16/2022	Fontela, Thao	2,068.30
06/16/2022	FRONTIER CALIFORNIA INC.	2,631.22
06/16/2022	GANAHL LUMBER COMPANY	977.35
06/16/2022	GEMINI GROUP LLC	2,971.00
06/16/2022	GRAINGER W W INC	111.92
06/16/2022	GRANITE TELECOMMUNICATIONS, LLC	85.08
06/16/2022	GREENE BACKFLOW	1,079.00
06/16/2022	GROH, MARK LEE	400.00
06/16/2022	HARA M LAWNMOWER CENTER	79.92
06/16/2022	HINDERLITER DE LLAMAS & ASSOC	300.00
06/16/2022	HOME DEPOT	931.87
06/16/2022	IMMEDIATE MEDICAL CARE	380.00
06/16/2022	JOHNSON, APRIL	137.66
06/16/2022	KICK IT UP KIDZ, LLC	436.80
06/16/2022	KUMAR, SANDRA	522.19
06/16/2022	LAKESWOOD, CITY OF	100.00
06/16/2022	LIFTECH ELEVATOR SERVICES INC	406.00
06/16/2022	MAGIC JUMP RENTALS INC	681.20
06/16/2022	MOSES-CALDERA, ISABEL	440.51
06/16/2022	NSWC MECHANICAL SERVICE, LLC	5,532.00
06/16/2022	O'REILLY AUTOMOTIVE STORES INC	238.61

# CITY OF LAKEWOOD

## SUMMARY CHECK REGISTER

CHECK DATE	VENDOR NAME	CHECK AMOUNT
06/16/2022	OCEAN BLUE ENVIRONMENTAL SERVICES	1,236.15
06/16/2022	ODP BUSINESS SOLUTIONS, LLC	301.42
06/16/2022	PHASE II SYSTEMS INC	2,930.14
06/16/2022	PATHWAYS VOLUNTEER HOSPICE	666.66
06/16/2022	PAYMENTUS CORPORATION	8,989.98
06/16/2022	PIERSON, JEREMY L.	188.50
06/16/2022	PLUMBING DESIGN SOLUTIONS, INC.	1,200.00
06/16/2022	QUADIENT LEASING USA, INC.	854.84
06/16/2022	RAMIREZ, VERONICA	275.00
06/16/2022	RAYVERN LIGHTING SUPPLY CO INC	93.71
06/16/2022	RE CHAFFEE CONSTRUCTION INC.	402,075.72
06/16/2022	READWRITE EDUCATIONAL SOLUTIONS INC	641.42
06/16/2022	S & J SUPPLY CO	1,266.86
06/16/2022	SAFESHRED	50.00
06/16/2022	SCHULTZ, ISABELLE	415.00
06/16/2022	STEARNS CONRAD & SCHMIDT CONSLT ENG	957.64
06/16/2022	SECTRAN SECURITY INC	191.17
06/16/2022	SIGNAL HILL AUTO ENTERPRISES INC.	330.75
06/16/2022	SMART & FINAL INC	157.26
06/16/2022	SO CALIF SECURITY CENTERS INC	161.30
06/16/2022	SOUTHERN CALIFORNIA EDISON CO	39,448.42
06/16/2022	SOUTHERN CALIFORNIA GAS CO	1,234.25
06/16/2022	STAPLES, INC.	42.91
06/16/2022	STATE WATER RESOURCES CONTROL BOARD	98,338.59
06/16/2022	TGIS CATERING SVCS INC	400.00
06/16/2022	THE NONPROFIT PARTNERSHIP	330.00
06/16/2022	THE TECHNOLOGY DEPOT	93.25
06/16/2022	TUMBLE-N-KIDS, INC	11,058.14
06/16/2022	U S POSTAL SERVICE	4,559.52
06/16/2022	UNIFIRST CORPORATION	501.98
06/16/2022	VERITIV OPERATING COMPANY	42.59
06/16/2022	WALTERS WHOLESALE ELECTRIC CO	3,463.22
06/16/2022	WATER REPLENISHMENT DISTRICT OF	231,865.06
06/16/2022	WATERLINE TECHNOLOGIES INC	3,749.63
06/16/2022	WAXIE ENTERPRISES INC	231.72
06/16/2022	WECK ANALYTICAL ENVIRONMENTAL SERVICES INC.	335.00
06/16/2022	COMPREHENSIVE PRINT GROUP LLC	10,206.67
06/16/2022	WESTERN WATER WORKS SUPPLY CO	1,864.99
06/16/2022	WILLDAN ASSOCIATES	15,634.00
06/16/2022	ANDERSON, ANNIE	250.00
06/16/2022	EKLADIOUS, OSSAMA	50.00
06/16/2022	HICKLES, ALANA	100.00
06/16/2022	HORTON, TIMOTHY	100.00
06/16/2022	HUANG, ALICE	100.00
06/16/2022	KRAUTIM, CHAWALIT	100.00

# CITY OF LAKEWOOD

## SUMMARY CHECK REGISTER

CHECK DATE	VENDOR NAME	CHECK AMOUNT
06/16/2022	LOPEZ, ALBERTO	100.00
06/16/2022	LYSE, RONALD	50.00
06/16/2022	MALDONADO, CHERYL	100.00
06/16/2022	MATTHEWS, KELINA	55.00
06/16/2022	MCKAY ROOFING COMPANY INC	191.42
06/16/2022	MCLEOD, ASHLEY	250.00
06/16/2022	MCVEY, CELIA	250.00
06/16/2022	MEDINA, CARLA	100.00
06/16/2022	MILLAN, JENNIFER	250.00
06/16/2022	MORIOKA, LINDA QUACH	756.64
06/16/2022	MORRIS, DAVE	850.00
06/16/2022	ORTIZ, ANGELA	100.00
06/16/2022	OWENS, PAUL	240.00
06/16/2022	PERMECO	798.00
06/16/2022	QUALITY ROOFING GROUP INC	249.42
06/16/2022	RELIABLE ENERGY MANAGEMENT	30.80
06/16/2022	ROBINSON, RECO	250.00
06/16/2022	SMART ROOFING	17,881.00
06/16/2022	STEVENS CARPET AND FLOORING INC.	6,503.55
06/16/2022	TORRES ACOSTA, ABIGAIL	250.00
06/16/2022	WADE, LEON	250.00
06/16/2022	WILSON, TOM AND MEREDITH	85.40
06/16/2022	YAP, LIZETTE	100.00
<b>Total:</b>		<b>1,063,675.94</b>

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



## COUNCIL AGENDA

June 28, 2022

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

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

### INTRODUCTION

A brief update is provided for City Council review on the activities of the following standing committee: Water Resources Committee.

### STATEMENT OF FACT

**On June 2, 2022, the Water Resources Committee met and discussed:**

#### Water Capital Improvement Program Projects Update

- Well 28 – Above ground piping has been completed and the last stages of the instrumentation checks are currently in progress as well as the chemical feed and pump motor system start up. The Title 22 samples will be taken next week as a required part of the permit process with the State.
- Plant 13 – Phase II construction was advertised in mid-May with a bid opening scheduled at the beginning of June. There were a total of seven plan holders. The bid will be awarded on June 28, 2022 with the completion of work estimated to be at the end of January 2023.

#### Water Supply and Water Rights update

Staff reported a 1% decrease in potable water production in the first 10 months of FY 2021-22, ending in April. Lakewood staff continues to meet with Long Beach Water to explore options for a second connection. In addition, staff continue ongoing discussions with the City of Cerritos regarding leasing water rights.

In reference to the amended carryover, the Water Replenishment District (WRD) has indicated that they will not be able to approve these items at their June Board meeting, which could result in the implementation of the new “carryover” interpretation being delayed and placed on a future meeting agenda. Staff is exploring ways to press WRD on implementing the Water Rights Panel’s direction this fiscal year.

#### Water Conservation State Mandate Update

Staff explained that due to California entering its third year of severe drought, the Governor has issued an Executive Order for Californians to voluntarily reduce their water usage by 15%. The State Water Resources Control Board adopted emergency conservation regulations on May 24, 2022. Staff noted a new requirement from the Water Board that defines non-functional turf (turf that is ornamental and not used for human recreation purposes) and bans all irrigation of non-functional turf for commercial use. Staff proposed that the city adopt Phase/Level II water conservation measures.

Utility Billing and Customer Service – Monthly Update

Initial three-year agreements with the water utility system/software vendors will be ending in December 2022. The city's current vendors are Advanced Utility Systems, WaterSmart, Paymentus and InfoSend. Staff is considering an additional three-year extension with each vendor, which will allow time to review their processes and customer needs, and to find the best software solution for Lakewood and its residents.

**RECOMMENDATION**

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

A handwritten signature in black ink, appearing to read 'Thaddeus McCormack', is written over the printed name.

Thaddeus McCormack  
City Manager

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

**COUNCIL AGENDA**

June 28, 2022

**TO:** The Honorable Mayor and City Council**SUBJECT:** Monthly Report of Investment Transactions – May 2022**INTRODUCTION**

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

**STATEMENT OF MONTHLY ACTIVITY**

Date	Amount at Cost	Investment	Transaction	Rate*
01-May-22	\$1,680.57	CAMP	Interest	0.820%
01-May-22	465.98	CORP	Interest	0.981%
01-May-22	367.25	BOND	Interest	0.565%
04-May-22	550,000.00	LAIF	Sell	0.320%
04-May-22	371,479.28	TREAS	Purchase	2.750%
04-May-22	357,989.98	TREAS	Purchase	1.875%
04-May-22	1,608.75	CORP	Interest	1.650%
04-May-22	448,447.36	TREAS	Sell	1.500%
04-May-22	298,800.84	TREAS	Sell	1.500%
08-May-22	4,085.00	CORP	Interest	2.150%
11-May-22	88,811.83	TREAS	Purchase	0.500%
11-May-22	91,960.28	CORP	Interest	3.550%
11-May-22	627.55	CORP	Interest	1.141%
11-May-22	1,631.25	CORP	Interest	1.125%
11-May-22	90,507.50	CORP	Maturity	2.900%
12-May-22	110,763.64	CORP	Purchase	4.000%
12-May-22	247.50	CORP	Interest	0.450%
13-May-22	335.63	CORP	Interest	0.537%
15-May-22	34.48	ABS	Interest	0.400%
15-May-22	21.12	ABS	Interest	0.550%

Monthly Investment Transactions  
June 28, 2022  
Page 2

Date	Amount at Cost	Investment	Transaction	Rate*
15-May-22	39.58	ABS	Interest	0.500%
15-May-22	40.47	ABS	Interest	0.440%
15-May-22	233.75	CORP	Interest	0.550%
15-May-22	25.33	ABS	Interest	0.380%
15-May-22	17.00	ABS	Interest	0.340%
15-May-22	112.29	ABS	Interest	0.550%
15-May-22	54.17	ABS	Interest	0.520%
15-May-22	6,750.00	TREAS	Interest	2.500%
15-May-22	247.00	ABS	Interest	1.040%
15-May-22	32.21	ABS	Interest	0.430%
15-May-22	2,970.00	CORP	Interest	3.300%
15-May-22	106.33	ABS	Interest	0.580%
15-May-22	818.75	TREAS	Interest	0.250%
15-May-22	12,474.79	ABS	Paydown	0.430%
15-May-22	8,109.90	ABS	Paydown	0.400%
15-May-22	4,269.08	ABS	Paydown	0.550%
15-May-22	8,314.04	ABS	Paydown	0.440%
16-May-22	4,550.00	CORP	Interest	2.600%
18-May-22	2,000,000.00	LAIF	Sell	0.320%
18-May-22	49.01	ABS	Interest	0.370%
18-May-22	10,950.37	ABS	Paydown	0.370%
20-May-22	5,500,000.00	LAIF	Purchase	0.320%
20-May-22	39,978.40	CORP	Purchase	3.700%
20-May-22	18.75	ABS	Interest	0.500%
20-May-22	24.69	ABS	Interest	0.450%
20-May-22	56.67	ABS	Interest	0.340%
20-May-22	78.33	ABS	Interest	0.470%
20-May-22	10,958.26	ABS	Paydown	0.450%
20-May-22	428,180.29	FNMA	Sell	0.375%
24-May-22	294,934.75	ABS	Purchase	3.390%
24-May-22	700.00	SUPRA	Interest	0.250%
24-May-22	1,012.50	SUPRA	Interest	0.500%
25-May-22	13.60	FNMA	Interest	3.203%
25-May-22	21.10	ABS	Interest	0.480%
25-May-22	22.96	ABS	Interest	0.290%

Date	Amount at Cost	Investment	Transaction	Rate*
25-May-22	14.25	FNMA	Paydown	3.203%
25-May-22	4,488.44	ABS	Paydown	0.480%
26-May-22	129,989.43	ABS	Purchase	3.320%
28-May-22	472.50	CORP	Interest	0.700%
28-May-22	690.00	CORP	Interest	1.200%
31-May-22	1,875.00	TREAS	Interest	0.750%
31-May-22	5,281.25	TREAS	Interest	1.625%
31-May-22	1,453.13	TREAS	Interest	0.375%
31-May-22	10,781.25	TREAS	Interest	2.875%
31-May-22	5,281.25	TREAS	Interest	1.250%

\* 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 May 2022.

  
Jose Gomez  
Director of Finance & Administrative Services

  
Thaddeus McCormack  
City Manager

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



## RESOLUTION NO. 2022-41

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

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

SECTION 1. On March 24, 2020, the City Council adopted Resolution No. 2020-5, ratifying a Proclamation of a Local Emergency that the City Manager, acting in his capacity as the City's Director of Emergency Services, had issued on March 17, 2020, due to the COVID-19 virus. On May 12, 2020, the City Council adopted Resolution No. 2020-14, extending such Local Emergency. On June 23, 2020, the City Council adopted Resolution No. 2020-35, extending such Local Emergency. On July 28, 2020, the City Council adopted Resolution No. 2020-37, extending such Local Emergency. On September 22, 2020, the City Council adopted Resolution No. 2020-52, extending such Local Emergency. On November 10, 2020, the City Council adopted Resolution No. 2020-58, extending such Local Emergency. On December 8, 2020, the City Council adopted Resolution No. 2020-61, extending such Local Emergency. On January 26, 2021, the City Council adopted Resolution No. 2021-3, extending such Local Emergency. On March 23, 2021, the City Council adopted Resolution No. 2021-6, extending such Local Emergency. On May 11, 2021, the City Council adopted Resolution No. 2021-15, extending such Local Emergency. On June 22, 2021, the City Council adopted Resolution No. 2021-32, extending such Local Emergency. On July 27, 2021, the City Council adopted Resolution No. 2021-38, extending such Local Emergency. On September 14, 2021, the City Council adopted Resolution No. 2021-55, extending such Local Emergency. On November 9, 2021, the City Council adopted Resolution No. 2021-64, extending such Local Emergency. On December 14, 2021, the City Council adopted Resolution No. 2021-60, extending such Local Emergency. On February 8, 2022, the City Council adopted Resolution No. 2022-7, extending such Local Emergency. On March 22, 2022, the City Council adopted Resolution No. 2022-13, extending such Local Emergency. On May 10, 2022, the City Council adopted Resolution No. 2022-22, extending such Local Emergency. The City Council hereby extends such Local Emergency, on the same terms and conditions.

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

SECTION 3. If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this Resolution, or any part hereof, is held invalid or unconstitutional, such decision shall not affect the validity of the remaining sections or portions of this Resolution. The City Council hereby declares that it would have adopted each section, subsection, subdivision,

paragraph, sentence, clause or phrase in this Resolution irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases may be declared invalid or unconstitutional.

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

ADOPTED AND APPROVED THIS 28TH DAY OF JUNE, 2022.

---

Mayor

ATTEST:

---

City Clerk

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

## COUNCIL AGENDA

June 28, 2022

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

**SUBJECT:** Adoption of a Resolution Listing Proposed Projects using SB 1 FY 22-23 Funds

### INTRODUCTION

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

### STATEMENT OF FACTS

The City of Lakewood is projected to receive \$1,828,542 in RMRA funds in Fiscal Year 2022-2023. The City's Pavement Management System was used to assist, along with field review, in selecting and prioritizing the street segments to pave with the FY 22-23 funding.

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


Proposed Projects for FY 22-23:

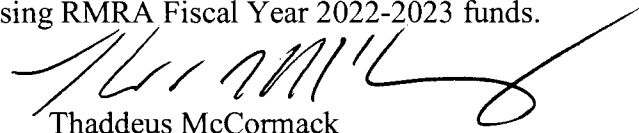
Street and Project Description	Segment	Estimated Useful Life	Planned Const.	Est. Cost
Sidewalk Repairs	Approximately 2,400 documented locations within 22 grid sections in the city	25-50 Years	FY-22	\$500k
Street Pavement Maintenance	City-wide Locations determined by staff inspections and resident reporting	25-30 Years	FY-22	\$340k
Traffic Control – signs, striping, etc.	City-wide Locations determined by staff inspections and resident reporting	5-10 Years	FY-22	\$250k
Pavement Management System Update	City-wide	3 to 5 years	FY23	\$71k

Street and Project Description	Segment	Estimated Useful Life	Planned Const.	Est. Cost
Carson St Overlay	1200 LF west of Paramount to 3150 LF east of Paramount	15 Years	FY 23	\$667k
			Total	\$1,828k

### STAFF RECOMMENDATION

It is recommended that the City Council adopt the attached Resolution that specifies the street segments to be repaved or other improvements using RMRA Fiscal Year 2022-2023 funds.

Kelli Pickler   
Director of Public Works

  
Thaddeus McCormack  
City Manager

RESOLUTION NO. 2022-42

RESOLUTION ADOPTING A LIST OF PROJECTS FOR FISCAL  
YEAR 2022-23 FUNDED BY SB 1: THE ROAD REPAIR AND  
ACCOUNTABILITY ACT OF 2017

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

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

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

WHEREAS, the City will receive an estimated \$1,828,542 in RMRA funding in Fiscal Year 2022-23 from SB 1; and

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

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

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

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

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

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

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

1. The foregoing recitals are true and correct.
2. The following list of proposed projects will be funded in-part or solely with fiscal year 2022-23 Road Maintenance and Rehabilitation Account revenues:

Street and Project Description	Segment	Estimated Useful Life	Planned Const.	Est. Cost
Sidewalk Repairs	Approximately 2,400 documented locations within 22 grid sections in the city	25-50 Years	FY-22	\$500k
Street Pavement Maintenance	City-wide Locations determined by staff inspections and resident reporting	25-30 Years	FY-22	\$340k
Traffic Control – signs, striping, etc.	City-wide Locations determined by staff inspections and resident reporting	5-10 Years	FY-22	\$250k
Pavement Management System Update	City-wide	3 to 5 years	FY23	\$71k
Carson St Overlay	1200 LF west of Paramount to 3150 LF east of Paramount	15 Years	FY 23	\$667k
			Total	\$1,828k

3. The following previously proposed and adopted projects may utilize fiscal year 2022-23 Road Maintenance and Rehabilitation Account revenues in their delivery. With the relisting of these projects in the adopted fiscal year resolution, the City is reaffirming to the public and the State our intent to fund these projects with Road Maintenance and Rehabilitation Account revenues:

Previously Proposed Street and Project Description	Segment	Estimated Useful Life	Anticipated Year of Construction
Candlewood St ARHM Overlay	City Limits west of Paramount - Fidler	15 Years	CY 2022/2023
Del Amo Blvd ARHM Overlay	Paramount - Cherry	15 Years	CY 2022/2023
Del Amo Blvd ARHM Overlay	Paramount - Downey	15 Years	CY 2022/2023
Harvey Way ARHM Overlay	Bellflower - Woodruff	15 Years	CY 2022/2023
Alley west of Lkwd Blvd Total Reconstruction with PCC	Candlewood– Hardwick	30 Years	CY 2022/2023

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

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

ADOPTED AND APPROVED THIS 28TH DAY OF JUNE, 2022.

\_\_\_\_\_  
Mayor

ATTEST:

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



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

## **COUNCIL AGENDA**

June 28, 2022

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

**SUBJECT:** Appropriations for Capital Improvement Projects

### **INTRODUCTION**

For many years, an appropriation was included within the Capital Improvement Program for small projects that have allowed staff to address urgent needs within our facilities. These appropriations were for three general areas: park hardscape, fire and security improvements, and fence improvements. In the last two years, we also added appropriations for facility roof maintenance and painting improvements. Appropriations are also necessary for two additional projects to commence next fiscal year: Centre Weingart Ballroom ceiling and lighting upgrades, and Bloomfield Park irrigation improvements. At the meeting of the CIP Committee on June 20, 2022, staff briefed the committee members on the proposed appropriations for these projects, and they concurred with the staff recommendation.

### **STATEMENT OF FACT**

Annually, the Public Works and Recreation and Community Services department staff work together to identify the most pressing needs for our facilities in the areas of hardscape repair, fire and security, fencing, roof maintenance, and painting improvements. The amounts traditionally appropriated are as follows: hardscape repair (\$50,000), fire and security (\$25,000), fencing (\$25,000), roof maintenance (\$100,000) and painting improvements (\$50,000). Since these are capital projects, the unexpended balances in these projects roll forward into the new fiscal year. The funds come from the reserve for Capital Improvements.

For park hardscape, in the past staff has used the funds to repair or replace park walkways, patio slabs, picnic area slabs, driveways, and trash enclosure slabs. Typically, staff attempts to address as many of the needs in a park as possible. This modest expenditure helps to improve safety for facility users, and enhances the appearance of the facility at the same time.

Fire and security encompasses fire alarms, burglar alarms, access control (fobs) and video surveillance. Many facilities have existing systems that are aging and require eventual replacement. Staff recommends increasing next year's annual allocation to \$75,000 to help cover the costs for fire and security upgrades necessary at the Centre and Nixon Yard. This work will include a new fire alarm system for the Centre, and enhanced security upgrades at the Nixon Yard.

Fences are an ongoing need at our facilities, due to aging and damage. Recently fence repairs were made at Bloomfield Park. For the upcoming year, Public Works and Recreation and Community Services staff will work together to identify fence priority locations throughout the parks and facilities. In prior years, Recreation and Community Services have requested to enclose the game courts at Palms Park as they are the only game courts that are not currently enclosed in fencing. The past estimates have exceeded available funding, however, unused fence replacement funding could be identified for a longer-term project or this could be included in the larger exterior improvements after the Strategic Infrastructure Plan has been completed.

The annual roof maintenance allocation allows the City to make modest repairs to preserve some of the roofs not immediately targeted for replacement, and perhaps delay the need to immediately replace some roofs. Since we did not spend the current balance of \$125,000 in FY 21-22, which will roll over to FY 22-23, we recommend a reduced allocation of \$25,000 be added to the current balance in FY 22-23 with the remainder to be used in fire and security systems.

Our public works painting staff is comprised of two painters and they work mostly on smaller repainting service requests. The annual painting allocation allows us to take on larger repainting projects, such as the interior of an entire building as one comprehensive project.

#### **Additional Projects**

For the next fiscal year, there will be additional funding in the amount of \$500,000 in the Measure L budget. Staff is proposing to request appropriations in the amount of \$400,000 from this additional allocation for two specific projects.

The Centre Weingart Ballroom lighting controls are failing and need to be replaced. Staff is working with our on-call electrical engineer to put together a package for a formal bid. The scope of work includes new lighting controls and new LED lighting fixtures for the Weingart Ballroom. Our on-call electrical engineer brought to the staff's attention the likelihood of the existing ceiling tiles being damaged during the installation. Therefore, staff is also recommending a budget to replace the existing ceiling tiles with new ceiling tiles that are custom colored to match the existing ones. Staff recommends we replace the ceiling tiles with the best-performing acoustical tile available in the size. This will allow the City to consider other flooring materials in the future as we look into the Weingart ballroom flooring replacement. The total rough-order-of-magnitude budget for the work is \$350,000.


Bloomfield Park's irrigation is served by Well 6 which has been increasingly unreliable over the last few months and is currently offline. The Water Department believes the Well will become inoperable in the near future. As such, an immediate alternative source of irrigation water is necessary to maintain the park landscape. The Water Department and Golden State Water have identified a nearby domestic waterline that could be connected to the park by tapping into the Golden State line and installing a pipe to extend the water service to the park sprinkler system. Golden State Water has provided an estimate in the amount of \$24,000 for the meter installation.

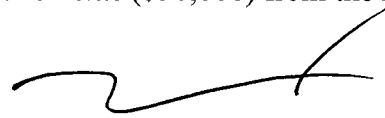
The Water Department is in discussions with Golden State Water to determine if the work could be completed in-house at a significantly reduced cost. In addition, the Water Department's scope of work would include piping material, labor to connect the meter to the sprinkler system, and pavement restoration at an estimated cost of \$20,000. Construction management is estimated at approximately \$6,000. In the long-term, the Water Department has piggybacked on a grant opportunity with Central Basin which would extend Central Basin's reclaimed water system to the park and nearby school. If the grant submission is approved, the timing of the delivery of recycled water is likely several years from completion. The total rough-order-of-magnitude budget for the work is \$50,000.

### **RECOMMENDATION**

Staff and the CIP Committee recommend that the City Council:

1. Appropriate funds for the Park Hardscape (\$50,000), Fire and Security (\$75,000), Fence (\$25,000), Facility Roof Repairs (\$25,000), and Painting Improvements (\$50,000) Annual Projects from the reserve for Capital Improvements.
2. Appropriate funds for Centre Lighting and Ceiling Improvements (\$350,000) from the reserve for Capital Improvements.
3. Appropriate funds for Bloomfield Irrigation Improvements (\$50,000) from the reserve for Capital Improvements.

Kelli Pickler   
Director of Public Works

  
Thaddeus McCormack  
City Manager

# DIVIDER SHEET

## **COUNCIL AGENDA**

June 28, 2022

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

**SUBJECT:** Agreement for Memorandum of Understanding with Diamond Environmental Services

### **INTRODUCTION**

A concern in any Emergency Response Plan is the ability to obtain necessary equipment and supplies for first responders and members of the emergency response team. A Memorandum of Understanding (MOU) with Diamond Environmental Services is designed to provide emergency response for portable restrooms and sinks at the required quantities. Diamond Environmental Services commits to provide the city's requests for equipment a top priority.


### **STATEMENT OF FACT**

As set forth in the National Incident Management System, city staff continues to develop partnerships with nongovernmental organizations and the private sector to work together to prevent, protect against, mitigate, respond to and recover from emergency incidents. This MOU shall provide a broad framework for cooperation and understanding between Diamond Environmental Services and the City of Lakewood in providing assistance and service to Lakewood personnel in the event of an emergency. Implementation of an MOU with Diamond Environmental Services will help expedite the procurement of emergency restrooms and sinks in response to an emergency.

### **RECOMMENDATION**

Staff recommends that the City Council approve the renewal of the Memorandum of Understanding with Diamond Environmental Services for a three year period beginning on July 1, 2022 and ending on June 30, 2025, as a tool to expedite the procurement of restrooms and sinks in response to emergency incidents.

Valarie Frost, Director   
Recreation and Community Services

  
Thaddeus McCormack  
City Manager

## **MEMORANDUM OF UNDERSTANDING**

**Between**

City of Lakewood

**and**

Diamond Environmental Services LP

This Memorandum of Understanding ("MOU") is between City of Lakewood, hereinafter called "City", and Diamond Environmental Services, hereinafter called "Diamond."

### **I. PURPOSE AND SCOPE**

The purpose of this MOU is to identify the roles and responsibilities of each party as they relate to disasters in the instance that City requests assistance for portable restrooms and sinks from Diamond.

Diamond will act as a source in the event of disasters which require portable restrooms and sinks to City, and will use all reasonable endeavors to give priority to the request of City.

### **II. BACKGROUND**

Definition of Disaster – Diamond and City agree to define "disaster" to mean the occurrence or imminent threat of widespread or severe damage, injury or loss of life or property resulting from any natural or man-made cause, including, but not limited to, fire, flood, earthquake, wind, storm, wave action, oil spill or other water contamination requiring emergency action to avert danger or damage, epidemic, extreme public health emergency, air contamination, blight, drought, critical material shortage, infestation, explosion, riot or hostile military or paramilitary action.

### **III. RESPONSIBILITIES UNDER THIS MOU**

City shall notify Diamond as soon as possible if portable restrooms and sinks are needed and relate to emergencies resulting from a disaster.

### **IV. RESPONSIBILITIES UNDER THIS MOU**

The parties are responsible for designating one or more points of contact. As of the date this MOU is signed, the points of contact for Diamond are:

Primary  
Title: Site Manager  
Name: Naka Soun  
Contact #: 760-290-3343  
Email: NakaS@diamondprovides.com

If the primary point of contact for Diamond is unavailable, secondary contact is:

Title: Site Manager  
Name: Angel Juarez  
Contact #: 760-759-2580  
Email: AngelJ@diamondprovides.com

The points of contact for City, are:

Primary  
Title: Community Services Manager/Emergency Manager  
Name: Chuck Martucci  
Contact #: 562-866-9771 x2402  
Email: cmartucci@lakewoodcity.org

If the primary point of contact for City, is unavailable, secondary contacts are:

Title: Purchasing Officer  
Name: Wilfred Cochico  
Contact #: 562-866-9771 x2640  
Email: wcochico@lakewoodcity.org

Title: Director of Recreation and Community Services  
Name: Valarie Frost  
Contact Info: 562-866-9771 x2400  
Email: vfrost@lakewoodcity.org

## **V. PAYMENT**

City agrees to pay for portable restrooms and sinks delivered by Diamond. The term is net 30 and rates will be based on last invoice from Diamond.

## **VI. LIABILITY**

Diamond shall not be liable to City or any third party for any damages resulting from the inability of Diamond to satisfy the request of City.



**VII. EFFECTIVE DATE AND SIGNATURE**

This MOU shall be effective upon the authorized signatures of the City of Lakewood and Diamond Environmental Services LP, and shall cover a term of 3 years and will automatically be renewed in June of 2025 unless modified in writing by mutual consent of both parties.

The City of Lakewood and Diamond indicate agreement with this MOU by their signatures below:

City of Lakewood

By: \_\_\_\_\_

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

Title: \_\_\_\_\_ Mayor

Date: \_\_\_\_\_

Diamond Environmental Services LP

By: \_\_\_\_\_

Name: **Tanno Gomolka, VP Sales**  
**Diamond Environmental Services**  
Office 760.744.7191 Direct 760.290.3336  
Tannog@diamondprovides.com

Title: \_\_\_\_\_

Date: 06.10.2022

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

## **COUNCIL AGENDA**

June 28, 2022

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

**SUBJECT:** First Amendment to Agreement for Mowing and Landscape Services with LandCare

### **INTRODUCTION**

The City of Lakewood is committed to keeping the turf and landscape in city parks and facilities aesthetically pleasing and safe for all residents and park patrons alike. Therefore, the city annually contracts for the landscape and turf maintenance on Bloomfield Avenue, Pioneer Boulevard, Centralia Street, and Del Amo Boulevard, totaling nearly 6,000 ft<sup>2</sup> of city medians. Mowing services of the large open turf areas at the city's Water Yard and at 12 city parks are also included in a contractual agreement.


### **STATEMENT OF FACT**

LandCare has performed contracted mowing and landscape services for the city since 2004 and city staff have been pleased with their performance and professionalism to date. LandCare has agreed to extend its existing agreement with the city for the period of July 1, 2022, through June 30, 2023, at a contract price of \$99,784.07 annually. This revised contract price reflects an increase of 6.5% from the previous fiscal year and is within the Consumer Price Index from September 2021 to May 2022.

### **RECOMMENDATION**

Staff recommends that the City Council approve the First Amendment to the Agreement for Mowing and Landscape Services with LandCare for a contract period of July 1, 2022, through June 30, 2023, with the option to extend agreement for one additional year through June 30, 2024, at a contracted rate not to exceed \$99,784.07, and authorize the Mayor and City Clerk to execute the agreement subject to approval as to legal form by the City Attorney.

Valarie Frost, Director   
Recreation & Community Services

  
Thaddeus McCormack  
City Manager

FIRST AMENDMENT TO AGREEMENT FOR  
MOWING AND LANDSCAPE SERVICES

This AMENDMENT, made and entered into as of the 1st day of July, 2022, by and between the City of Lakewood, a municipal corporation, sometimes hereinafter referred to as "CITY," and LANDCARE, sometimes hereinafter referred to as "CONTRACTOR," amends that certain "CITY OF LAKEWOOD AGREEMENT FOR MOWING AND LANDSCAPE SERVICES" ("the AGREEMENT"), dated September 1, 2021.

The AGREEMENT is hereby amended as follows:

1. TERM. The term of this AMENDMENT shall commence on July 1, 2022, and terminate on June 30, 2023, with the option to extend the AGREEMENT one additional year through June 30, 2024, at the conclusion of term hereupon agreed to.
2. PAYMENT. CITY agrees to pay CONTRACTOR monthly, based upon actual time spent on SERVICES. This amount shall not exceed \$99,784.07 for the total term of this AMENDMENT unless additional payment is approved for additional work performed as noted in the AGREEMENT. CONTRACTOR further agrees to no additional contractual fee increases through June 30, 2024.

In all other respects, the AGREEMENT shall remain in full force and effect.

NOTICES. Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail in an envelope bearing the proper amount of postage thereon, and addressed as follows:

To CITY:	Director of Recreation and Community Services City of Lakewood 5050 Clark Avenue Lakewood, CA 90712
----------	--

To CONTRACTOR:	LandCare 15606 Cornet Street, Santa Fe Springs, CA 90670 P.O. Box 15267 Long Beach, CA 90815
----------------	--

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this day  
and year first above written.

CITY OF LAKEWOOD

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

Landcare

By \_\_\_\_\_

\_\_\_\_\_  
Title

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

## **COUNCIL AGENDA**

June 28, 2022

**TO:** Honorable Mayor and Members of the Council

**SUBJECT:** Professional Services Agreement with Michael Baker International for Planning Technician

### **INTRODUCTION**

The increased planning work load resulting from increased development plan checks and building permits, along with additional state mandated entitlement requirements, has created a need for additional planning assistance. Accordingly, staff believes that professional consulting services are necessary to keep pace with current outstanding projects and address future needs for increased planning services. Staff recommends approval of the proposed Professional Services Agreement (“PSA”) between the City of Lakewood (“City”) and Michael Baker International (“Michael Baker”) for a part-time contract Planning Technician.

### **STATEMENT OF FACT**

The City’s Planning Division plans, coordinates, and monitors the growth and development of the City through the preparation and implementation of the General Plan and zoning ordinances. A core function is to provide customer service to the City’s residents and businesses at the planning counter and via electronic plan checking to review all proposed developments for compliance with applicable ordinances and regulations.

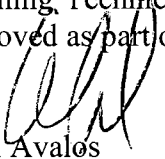
The Planning Division currently has two full-time planners (Senior Planner and Assistant Planner) that are responsible for reviewing all development applications and covering the planning counter. Due to an ever-increasing workload, and a current backlog of planning reviews, the Planning Division is in need of a Planning Technician to assist our planning team and serve as the primary planning counter staff person. By providing primary counter coverage and handling minor permitting cases, the Planning Technician will free up the Assistant and Senior Planners to focus projects of greater complexity.

The Planning Technician would be responsible for providing technical assistance and information to the public in the administration of specific planning related programs. In addition, the Planning Technician would review and approve minor building permit applications over the counter, such as water heaters, solar panels and roofing projects. The Planning Technician will also provide other planning related support to the Planning Division as needed.


Staff solicited bids from various planning services companies, and Michael Baker provided the lowest bid for a Planning Technician. Additionally, Michael Baker has an excellent reputation for providing cities with quality contract planning services. Michael Baker would provide a Planning Technician for 47 to 50 weeks billed at \$80-85 hour. We expect the Planning Technician to work 30 hours per week, which equates to \$120,000.

**STAFF RECOMMENDATION**

Staff recommends that the City Council approve the PSA with Michael Baker for a contract Planning Technician in an amount not to exceed \$120,000. The funds for the PSA have been approved as part of the recently adopted FY 2022-2024 budget.



Abel Avalos  
Director of Community Development



Thaddeus McCormack  
City Manager



**CITY OF LAKEWOOD  
PROFESSIONAL SERVICES AGREEMENT  
WITH  
MICHAEL BAKER INTERNATIONAL**

This Professional Services Agreement ("Agreement") is made and effective as of July 5, 2022 (the "Effective Date"), by and between the City of Lakewood, a California municipal corporation, (the "City") and Michael Baker International, Incorporated ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

**1. TERM**

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

**2. SERVICES**

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

**3. PERFORMANCE**

- A. Consultant shall at all times faithfully, competently and to the best of Consultant's ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant under this Agreement ("Standard of Care").
- B. B. Consultant shall not be liable for any failure to perform or any impairment to its performance to the extent such failure or impairment is caused by any act of God, fire, flood, natural catastrophe, labor dispute or strike or shortage, national or state emergency, epidemic or pandemic, insurrection, riot, act of terrorism, war, act of government, any action or inaction of City or a third-party engaged by it, and/or any other event, occurrence or circumstance beyond the reasonable control of Consultant.

**4. CITY MANAGEMENT**

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

**5. PAYMENT**

- A. The City agrees to pay Consultant for Services performed in accordance with the Standard of Care and in accordance with the fees set forth in Exhibit A, in an amount not to exceed \$120,000.

- B. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager or designee. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to in writing by the City and Consultant at the time the City's written authorization is given to Consultant for the performance of said services.
- C. Consultant will submit invoices monthly for actual Services performed. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's Services or fees, it shall give written notice to Consultant within fifteen (15) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within forty-five (45) days of receipt of an invoice therefor.

**6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE**

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

**7. DEFAULT OF CONSULTANT**

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

**8. OWNERSHIP OF DOCUMENTS**

- A. Consultant shall maintain complete and accurate records with respect to tasks, costs, expenses, receipts, and other such information required by the City that

relate to the performance of Services under this Agreement. Consultant shall maintain adequate records of Services provided in sufficient detail to permit an evaluation of Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Upon reasonable advance notice, Consultant shall provide free access to the representatives of the City or its designees at reasonable times to such books and records; shall give the City the right to examine and audit said books and records; shall permit the City to make transcripts or copies therefrom as necessary; and shall allow inspection of all Services, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

- B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the Services shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Consultant hereby grants to the City all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course of providing the Services under this Agreement. Consultant shall not be held liable for any modification or re-use of delivered work product by the City for purposes outside this Agreement.

## **9. INDEMNIFICATION AND DEFENSE**

### **A. Indemnity.**

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

### **B. Duty to Defend.**

In the event the City, its officials, officers, employees, agents, and/or volunteers are made a party to any claim, action, lawsuit, or other adversarial proceeding ("Action") arising from the performance of the Services under this Agreement, whether or not Consultant is named in such Action, and upon demand by the City,

Consultant shall reimburse the City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense.

- C. Payment by the City for Services is not a condition precedent to enforcement of this section. Consultant's duty to defend, indemnify, and hold harmless the City shall not extend to the City's negligence. In the event of any dispute between Consultant and the City as to whether liability arises from the negligence of the City or its officials, officers, employees, agents, and/or volunteers, Consultant will be obligated to pay for the City's defense until such time as a final judgment has been entered adjudicating the City as solely or actively negligent. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including, but not limited to, attorney's fees, expert fees and costs of litigation.
- D. Neither party shall have any claim or right against the other, whether in contract, warranty, tort (including negligence), strict liability or otherwise, for any special, indirect, incidental, or consequential damages of any kind or nature whatsoever, such as but not limited to loss of revenue, loss of profits on revenue, loss of customers or contracts, loss of use of equipment or loss of data, work interruption, increased cost of work or cost of any financing, howsoever caused, even if same were reasonably foreseeable.

#### **10. INSURANCE**

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

#### **11. INDEPENDENT CONSULTANT**

- A. Consultant is and shall at all times remain as to the City a wholly independent consultant and/or independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither the City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, agents, subcontractors, or subconsultants, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, agents, subcontractors, or subconsultants are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against the City, or bind the City in any manner.
- B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, the City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for the City. The City shall not be liable for compensation or indemnification to Consultant for injury or sickness

arising out of performing services hereunder. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent Consultant relationship created by this Agreement. Consultant further agrees to indemnify and hold the City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. The City shall have the right to offset against the amount of any fees due to Consultant under this Agreement as a result of Consultant's failure to promptly pay to the City any reimbursement or indemnification arising under this paragraph.

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

## **12. LEGAL RESPONSIBILITIES**

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

**13. UNDUE INFLUENCE**

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

**14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES**

No member, officer, or employee of the City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Services during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any Agreement or sub-agreement, or the proceeds thereof, for Services to be performed under this Agreement.

**15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

- A. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without the City's prior written authorization, unless the information is clearly public. Consultant, its officers, employees, agents, subcontractors, or subconsultants, shall not without written authorization from the City Manager or designee, or unless requested by the City's attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the Services performed under this Agreement or relating to the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives the City notice of such court order or subpoena.
- B. Consultant shall promptly notify the City should Consultant, its officers, employees, agents, subcontractors, and/or subconsultants be served with any summons, complaint, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the Services performed hereunder or the City, unless the City is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless Consultant is prohibited by law from informing the City of such Discovery. The City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless the City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, the City's right to review any such response does not imply or mean the right by the City to control, direct,

or rewrite said response, or that the City has an obligation to review any such response or verifies any response it has reviewed.

**16. NOTICES**

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

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

To Consultant:                Michael Baker International  
   3760 Kilroy Airport Way, Suite 270  
   Long Beach, CA 90806  
   Attention: Trayci Benjamin-Nelson

**17. ASSIGNMENT**

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

**18. LICENSES**

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

**19. GOVERNING LAW**

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this

Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City.

**20. ENTIRE AGREEMENT**

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

**21. AMENDMENTS**

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

**22. ATTORNEYS' FEES**

In the event that litigation is brought by any party in connection with this Agreement, each party shall bear its own costs and expenses, including attorneys' fees, incurred in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

**23. CONSTRUCTION**

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

**24. WAIVER**

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

**25. SEVERABILITY**

If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision



in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

**26. COUNTERPARTS**

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

**27. AUTHORITY TO EXECUTE THIS AGREEMENT**

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

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

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

CITY OF LAKEWOOD

CONSULTANT

\_\_\_\_\_  
Mayor

\_\_\_\_\_

ATTEST:

CONSULTANT

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

\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

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

EXHIBIT A

CONSULTANT'S PROPOSAL

## EXHIBIT B

### INSURANCE REQUIREMENTS

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

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

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

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

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

- A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

### **Other provisions or requirements**

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

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

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

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

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

**Waiver of subrogation.** Except for Professional Liability insurance, all insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, and shall

require similar written express waivers and insurance clauses from each of its subcontractors or subconsultants.

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

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

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

**Additional insured status.** General liability policies shall provide or be endorsed to provide that the City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies, except City acknowledges no endorsement is provided under the Umbrella policy to show such additional insured status.

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

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

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

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

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

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

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

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

## **COUNCIL AGENDA**

June 28, 2022

**TO:** Honorable Mayor and City Council

**SUBJECT:** Health and Safety Consulting Service Agreement

### **INTRODUCTION**


On July 10, 2001, the City Council approved an agreement with Pacific Health and Safety Consulting, Inc. to conduct an audit of the citywide employee safety program. Since then, the safety engineer has provided ongoing consulting services to review and update the city's safety programs, provide safety training, assist Personnel and departments in interpreting and administering state and federal safety regulations and safe work practices, and conduct industrial health monitoring. In July 2006 Pacific Health and Safety Consulting, Inc. changed their name to Pacific EH&S Service, Inc., as they are currently known.

### **STATEMENT OF FACTS**

The agreement provides for the safety engineer to work with the City two days per month. For fiscal year 2022-2023 Pacific EH&S, Inc. there will be no change to their hourly rate. The billing rate for the consultant's time and materials will be \$115.00 per hour. City staff has budgeted \$23,700 in the 2022-2023 fiscal year for these safety services.

### **RECOMMENDATION**

Staff recommends the City Council authorize the Mayor to execute an Amendment to the Agreement for Health and Safety Consulting Services, subject to approval as to form by the City Attorney.



Thaddeus McCormack  
City Manager



**AMENDMENT OF AGREEMENT  
FOR HEALTH & SAFETY CONSULTING SERVICES**

This Amendment is entered into by and between the City of Lakewood (the "City") and Pacific EH&S Services, Inc., effective July 1, 2022.

1. Section 2 of the Agreement is amended to extend the term for one year, commencing on July 1, 2021 and ending on June 30, 2023, in an amount not to exceed \$23,700.00 annually.

2. In all other respects, the Agreement shall remain in full force and effect.

Intending to be legally bound, the parties have executed this Agreement, below, as the date first set forth above.

CITY OF LAKEWOOD

PACIFIC EH&S SERVICES, INC.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Title

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

Approved as to form.

\_\_\_\_\_

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

## **COUNCIL AGENDA**

June 28, 2022

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

**SUBJECT:** First Amendment – Agreement for Window Cleaning and Care Services with Pane in the Glass

### **INTRODUCTION**

The city of Lakewood is committed to keeping its facilities pristine. One of the first things the public sees when they approach a facility are the glass entryways. The professional care of the windows and glass doors throughout city facilities is beneficial in keeping them looking their best throughout the year. The city annually contracts for the cleaning of windows and glass doors at various parks and community centers throughout the city.

### **STATEMENT OF FACT**

The city has contracted with Pane in the Glass for its window cleaning and care services at the Weingart Senior Center, Mayfair Park, The Centre, and the Burns Community Center. Staff have been pleased with the professional services rendered by Pane in the Glass. Pane in the Glass has agreed to extend its existing agreement with the city for the period of July 1, 2022 through June 30, 2023, at a contract price of \$20,940 annually at the city facilities aforementioned.

### **RECOMMENDATION**

Staff recommends that the City Council approve the First Amendment to the Agreement for Window Cleaning and Care Services with Pane in the Glass for a contract period of July 1, 2022 through June 30, 2023, with the option to extend agreement for one additional year through June 30, 2024, at a contracted rate not to exceed \$20,940, and authorize the Mayor and City Clerk to execute the agreement subject to approval as to legal form by the City Attorney.

Valarie Frost, Director   
Recreation & Community Services

  
Thaddeus McCormack  
City Manager

FIRST AMENDMENT TO AGREEMENT FOR  
WINDOW CLEANING AND CARE SERVICES

This AMENDMENT, made and entered into as of the 1<sup>st</sup> day of July, 2022, by and between the City of Lakewood, a municipal corporation, sometimes hereinafter referred to as "CITY," and PANE IN THE GLASS, sometimes hereinafter referred to as "CONTRACTOR," amends that certain "CITY OF LAKEWOOD AGREEMENT FOR WINDOW CLEANING AND CARE SERVICES" ("the AGREEMENT"), dated October 1, 2021.

The AGREEMENT is hereby amended as follows:

1. TERM. The term of this AMENDMENT shall commence on July 1, 2022, and terminate on June 30, 2023, with the option to extend the AGREEMENT one additional year through June 30, 2024, at the conclusion of term hereupon agreed to.
2. SCOPE OF SERVICES. CONTRACTOR agrees to provide CITY, following written authorization from CITY to proceed, SERVICES as set forth in the Window Cleaning and Care Services Specifications attached hereto as Exhibit A.
3. PAYMENT. CITY agrees to pay CONTRACTOR monthly, based upon actual time spent on SERVICES. This amount shall not exceed \$20,940 for the total term of this AMENDMENT unless additional payment is approved for additional work performed as noted in the AGREEMENT.

In all other respects, the AGREEMENT shall remain in full force and effect.

NOTICES. Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail in an envelope bearing the proper amount of postage thereon, and addressed as follows:

To CITY:	Director of Recreation and Community Services City of Lakewood 5050 Clark Avenue Lakewood, CA 90712
----------	--

To CONTRACTOR:	PANE IN THE GLASS Window Cleaning P.O. Box 15267 Long Beach, CA 90815
----------------	---

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this day  
and year first above written.

CITY OF LAKEWOOD

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

Pane in the Glass

By \_\_\_\_\_

\_\_\_\_\_  
Title

Attachments: Exhibit A      Specifications for Window Cleaning and Care Services

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

## **COUNCIL AGENDA**

June 28, 2022

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

**SUBJECT:** T2 Systems Agreement - Cloud Hosted Parking Control Software

### **INTRODUCTION**

T2 Systems (T2) has been the City's parking control software provider since 2017. The current agreement expires at the end of this month and it would be appropriate to extend it by entering into a new agreement for the upcoming fiscal year.

### **STATEMENT OF FACT**

T2 provides a highly-automated and cloud-based system that serves as the backbone of the City's parking control efforts. They are responsible for all updating, maintenance, and support of the software. T2 is proposing an annual maintenance agreement at a cost of \$23,423 which includes the addition of access to their out-of-state vehicle registration database. The cost represents an increase of five percent from the prior year's agreement.

The Adopted Budget for Fiscal Year 2022-23 includes adequate funding for this service.

### **STAFF RECOMMENDATION**

It is recommended that the City Council authorize entering into an annual maintenance agreement with T2 Systems at a cost not to exceed \$23,423 in FY 2022-23 and have the City Attorney approve as to form.



Jose Gomez

Director of Finance & Administrative Services



Thaddeus McCormack  
City Manager

## T2 Systems - Quotation



**For:** City of Lakewood  
CA  
**Quote ID:** Q-2349-D  
**Rev v3 Date** 6/17/2022  
**Issued:**  
**Expires:** 7/11/2022

**Bill To:**  
City of Lakewood CA  
P O Box 220  
Lakewood, California 90714  
United States

**Ship To:**  
City of Lakewood CA  
P O Box 220  
Lakewood, CA 90714  
United States

**Prepared By:**  
Krystela Gomez

(000) 000-0000 Ext. 0000  
EIN:

**Prepared For:**  
Sonya Radziuk

## Subscriptions

Product Name	Product Code	Quantity	Sales Price	Total
<b>Core Flex Basic Edition</b>				
Year 1	100.2031	4.00	USD 2,704.81	USD 10,819.24
Term: 07/12/22 - 07/11/23				
<b>ROVR</b>				
Billed monthly at \$1.95 per hit or a flat rate of \$95.00 for hits < 49				
Year 1	100.2107	1.00	USD 665.00	USD 665.00
Term: 07/12/22 - 07/11/23				
<b>Flex Mobile Enforcement</b>				
Year 1	100.2051	6.00	USD 849.50	USD 5,097.00
Term: 07/12/22 - 07/11/23				
<b>FlexPort Enforcement</b>				
Year 1	100.2227	4.00	USD 860.82	USD 3,443.28
Co-term 7/12/22 - 7/11/23				
<b>Flex California DMV Secure File Transfer</b>				
Year 1	100.2032	1.00	USD 3,398.01	USD 3,398.01
Term: 07/12/22 - 07/11/23				

**Year 1 Total:** USD 23,422.53

**Tax Amount:** included upon invoicing, if applicable  
**Tax Comments:** N/A



**Additional Information:**

**Freight Term:**

**Payment Terms:**

**IRIS Profile:**

**End User:** City of Lakewood CA

**GP Customer Number:** 1437

**Billing Terms**

This renewal quote is for expiring subscriptions and may not include all subscription services in use by your organization. Any italicized pricing on the quote indicates a continuation of a current subscription, following a bridge term. The italicized pricing is a place holder, included on the quote only to note a change in a subscription's term. The quote's annual totals do **NOT** include the cost of any italicized pricing because these amounts are not being renewed.

Ongoing software subscriptions and hosting fees are billed annually and payable on the anniversary of the software location activation date. Subscriptions and support shall be automatically renewed for an additional term of one year, effective immediately after the expiration of any then-current term, unless either T2 or Subscriber gives notice of non-renewal to the other at least sixty days in advance of the expiration of the then-current term.

Tax rate, if applicable, will be finalized for calculation at time of invoicing. Invoices paid via credit card will incur a 2.5% convenience fee.

Is a PO (purchase order) number required to be referenced on the invoice? Purchase orders can be forwarded to [purchaseorders@t2systems.com](mailto:purchaseorders@t2systems.com)

☐ YES

☐ NO

**Quote Number: Q-23493**

**PO Required?**

*IF "NO" IS SELECTED UNDER PO REQUIRED, CUSTOMER ACCEPTS RESPONSIBILITY TO PROCESS CONTRACT PAYMENT WITHOUT RECEIPT OF PURCHASE ORDER NUMBER.*

**Customer**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
PO #

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

## **COUNCIL AGENDA**

June 28, 2022

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

**SUBJECT:** Approve Amendment for Refuse Collection and Recycling Services with EDCO Waste Services and Residential Refuse Rate Adjustment

### **INTRODUCTION**

EDCO Waste Services provides automated curbside recycling and refuse collection in Lakewood. As contractually agreed, compensation for this service is adjusted annually through an amendment to the contract that includes a revised Appendix B for refuse collection and recycling services. This year, the changes to Appendix B reflect an increase in the residential contract amount by 6.073% percent, a modified adjustment based on the contractual language that combines the January-to-January Consumers Price Index (CPI) and tipping fee rate increases at local disposal sites.

### **STATEMENT OF FACT**

The City Council's Environmental Management Committee (EMC) met on February 23, 2022 to review residential refuse rates. Staff reported to the committee that using the January to January CPI data, and projecting the EDCO contract cost together with other operational expenses, the proposed Single Family Residence (SFR) rate increase would be 6.9%, or \$1.67 per month, from \$24.27 to \$25.94 per month effective July 1, 2022.

While the calculated adjustment was indicative of the high inflationary environment, staff and EDCO were mindful of it being a somewhat greater increase when compared to prior year adjustments. As a result, at the same EMC meeting EDCO suggested a lower contractual increase that would result in a lower (5.9%) increase of \$1.44 per month, adjusting the monthly rate from \$24.27 to \$25.71. Subsequently, the EMC reviewed and recommended that the City Council approve the revised 5.9% rate increase. Accordingly, staff revised EDCO contract rates for single-family residential services included in the attached Appendix B to be consistent with the revised rate increase being proposed.

In accordance with Proposition 218, staff proceeded in notifying every resident in writing of the proposed adjustment in fees and the June 28, 2022 date for a public hearing before the City Council can take action. This requirement was met by placing notices in utility bills and mailing postcards (for paperless customers) from March 2022 through May 2022 advising residents of tonight's public hearing.

By way of the notices, staff has asked that any protests to the rate increase must be submitted to the City Clerk in writing. As of the time of this writing, staff has received one written protest (attached) regarding the proposed rate increase. A "majority protest" exists if over 50 percent of parcel owners within the service area submit written protests.


Amendment for Refuse Collection and Recycling Services with EDCO Waste Services and  
Residential Refuse Rate Adjustment


June 28, 2022

Page 2

**RECOMMENDATION**

Staff recommends that the City Council: 1) Approve the 2022 Amendment to the agreement with EDCO Waste Services, LLC and authorize the Mayor to sign the agreement in a form approved by the City Attorney. 2) Hold a public hearing and adopt the attached resolution, which enacts the adjustment to refuse rates as stated in this report.

Kelli Pickler   
Director of Public Works

  
Thaddeus McCormack  
City Manager

  
Jose Gomez  
Director of Finance & Administrative Services

---

**From:** K\_Finks26@outlook.com  
**Sent:** Wednesday, May 25, 2022 8:15 AM  
**To:** City Clerk  
**Subject:** residential refuse

I protest against the refuse green bin and extra charge per month.

RECEIVED  
2429 '22 MAY 25 AM 8:32

K\_Finks26@outlook.com

2022 AMENDMENT OF 2009 AGREEMENT FOR  
SOLID WASTE COLLECTION AND DISPOSAL  
BETWEEN THE CITY OF LAKEWOOD AND  
EDCO WASTE SERVICES, LLC

The Agreement dated April 28, 2009, as previously amended, is hereby amended as follows:

Replace Appendix B, CITY OF LAKEWOOD RATE SCHEDULE, effective July 1, 2021 with  
Appendix B, CITY OF LAKEWOOD RATE SCHEDULE, effective July 1, 2022.

The Agreement of April 28, 2009, as previously amended, is reaffirmed in all other aspects.

Dated the 28th day of June, 2022.

SERVICE PROVIDER

CITY OF LAKEWOOD

\_\_\_\_\_  
EDCO WASTE SERVICES, LLC

\_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Jo Mayberry, City Clerk

**Appendix B**  
CITY OF LAKEWOOD RATE SCHEDULE  
Effective July 1, 2022

**RESIDENTIAL COLLECTION SERVICES**

Service	Agreement Reference	CONTRACTOR Fee or Payment	
Fiscal Year 2021-2022			
Single Family Residential Collection “Base Rate”	8. A.	\$480,404.06	Per Month Residential Billing equivalent (1)  Per Unit Residential Billing equivalent
Residential Units: Base Number on January 1, 2021	8. A.	22,773	
Residential Unit Adjustment Factor	8. A.	\$21.0953	
Fiscal Year 2022-2023			
Residential Units Demolished	8. A.	0	Per Month, Effective July 1, 2022
Residential Units Constructed	8. A.	25	
Residential Units: Base Number on January 1, 2022	8. A.	22,798	
Blended Escalation Rate		6.0730%	
Residential Billing Adjustment Factor	8. A.	\$22.3765	
Single Family Residential Collection “Base Rate”	8. A.	\$510,138.41	
Extra recycling cart		No charge	
Extra refuse cart		\$3.50	
Extra green waste Cart (beyond three)		\$3.50	
Excess collection charge for non-greenwaste bagged refuse		\$22.86 for up to 10 plastic bags	

The above-stated "Base Rate" and "Adjustment Factor" shall be subject to a percentage adjustment commencing July 1, 2013, and on the first day of each fiscal year thereafter. The adjustment shall be applied to the "base rate" in two components, with the service component shall be adjusted in an amount directly related to the increase or decrease in the "Los Angeles-Long Beach All Urban Consumer Price Index January to January". The tipping fee component shall be adjusted in an amount directly related to the increase or decrease of an average of the tipping fee rates for municipal solid waste at SERRF, Puente Hills, and EDCO Signal Hill Transfer Station on January 1st of every year, and annually thereafter, as compared to the average of those rates on January 1st of the prior year.

<sup>(1)</sup> The number of Residential Units for 2021 equivalent reflects a complete count of all small (2-4 unit) multi-family Residential Units; rather than Residential Billing Accounts, which combined some of the small multi-family accounts for billing purposes.

<sup>(2)</sup> Minimum three-month commitment from date of delivery of cart.

RESOLUTION NO. 2022-43

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
LAKEWOOD TO ESTABLISH RESIDENTIAL REFUSE  
RATES FOR FISCAL YEAR 2022-23

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

SECTION 1. The City Council of the City of Lakewood does hereby find and determine that it is necessary to amend the refuse rates.

1. The City contracts with EDCO Disposal for residential refuse removal; each year their contract is adjusted based on a blended rate using the Consumer Price Index for the Los Angeles area for the month of January and the average tipping rates in the area.
2. In order to maintain the current residential services, the current rate must be adjusted in accordance with the increase in contractor and city operational costs.
3. The rate will be adjusted July 1, 2022, which will be for services starting on or after July 1, 2020. The monthly rate will be adjusted to \$25.71 from \$24.27.

ADOPTED AND APPROVED THIS 28TH DAY OF JUNE, 2022,

\_\_\_\_\_  
Mayor

ATTEST:

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



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

## COUNCIL AGENDA

June 28, 2022

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

**SUBJECT:** Public Health Goals Compliance Report (2019 – 2021)

### INTRODUCTION

Provisions of California Health and Safety Code §116470(b) requires that a public water system serving more than 10,000 service connections must prepare a report that provides information on the water system's water quality in relationship to the state's public health goals (PHGs) and the federal maximum contaminant level goals (MCLGs). The report is required every three years. The utilities must make the report available to the public and hold a public hearing to gather comment.

### STATEMENT OF FACT


The United States Environmental Protection Agency (USEPA) and the California State Water Resources Control Board (SWRCB) Division of Drinking Water (DDW) establish drinking water standards at very conservative levels to protect consumers against all but very low to negligible health risks. Maximum contaminant levels (MCLs) are the regulatory definition of what is "safe". Adopted MCLs are the criteria utilized to ensure that a public water system is in compliance with drinking water standards. Per standard health effects language specified in California Drinking Water Regulations, drinking water which meets the drinking water standards (aka. MCLs) is associated with little to no risk and should be considered safe.


PHGs set by the California Environmental Protection Agency (Cal-EPA)'s Office of Environmental Health Hazard Assessment (OEHHA) are based solely on public health risk considerations. None of the practical risk-management factors, which are considered by the USEPA or the DDW in setting drinking water standards (aka. MCLs) are considered in establishing the MCLGs or PHGs. These factors include analytical detection capability, treatment technology available, benefits and costs.

The current PHG Report encompasses the water quality analysis results from the most recent three years (2019 – 2021). The water quality data from the reporting period indicates that the three constituents exceeding a PHG/MCLG were arsenic, uranium, and gross alpha and that the health protection benefits of further hypothetical reductions are not economical or quantifiable. Therefore, since the city's water system is in full compliance with all federal and state water quality regulations, no further action is proposed.

### RECOMMENDATION

Staff recommends that the City Council conduct a public hearing to accept and respond to public comments on the Public Health Goals Compliance Report for 2019–2021.

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

  
Thaddeus McCormack  
City Manager

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

## CITY COUNCIL

June 28, 2022

**TO:** The Honorable Mayor and Members of the City Council

**SUBJECT:** Second Reading and Adoption of Ordinance No. 2022-2; Relating to Street Racing and Reckless Driving; Resolution to Establish a Non-Judicial Fine for Violations of Section 3402 of the Lakewood Municipal Code

### INTRODUCTION

On Tuesday, June 14, 2022, the Council introduced Ordinance 2022-2 pertaining to street racing and reckless with minor modifications. Additionally, the Council expressed their desire to establish a specific fine for violations related to street racing by resolution.

### STATEMENT OF FACT

While a written report for the second reading and adoption of an ordinance is not typical, this report is being provided to summarize the Council's direction to make modifications to Ordinance 2022-2 and establishing a fine schedule related to street racing violations.

On June 14, 2022, the Council introduced Ordinance 2022-2 pertaining to street racing and reckless driving with minor modifications. Specifically, the modifications include the removal of the provisions that required a prior conviction of reckless driving, speed contest or other related excessive speeding violations and in the first line of Section 3404, changing *shall* to *may*.

Additionally, Council wanted to take a strong stance against street racing and directed staff to draft a resolution to establish a fine schedule for violations relating to street racing. The proposed resolution establishes a fine of \$1,000 for violations of Section 3402, spectators prohibited at street racing events.

### RECOMMENDATION

Staff recommends that the City Council:

1. Adopt Ordinance 2022-2 as modified and presented, and
2. Adopt proposed resolution establishing a non-judicial fine for violations of Section 3402 of the Lakewood Municipal Code.

Joshua Yordt  
Public Safety Director

Thaddeus McCormack  
City Manager

## ORDINANCE NO. 2022-2

### AN ORDINANCE OF THE CITY OF LAKEWOOD AMENDING ARTICLE III OF THE LAKEWOOD MUNICIPAL CODE BY ADDING CHAPTER 4 RELATING TO STREET RACING AND RECKLESS DRIVING

WHEREAS, motor vehicle speed contests and exhibitions of speed are more commonly referred to as "street races," and common acts of reckless driving often occur during, or when preparations are being made for, such illegal street races. This includes pre-race events referred to as "sideshows" or motorcycle "stunting" in which groups of people block streets and sidewalks to form sideshow or stunt areas in conjunction with street races; and

WHEREAS, street races, sideshows, and motorcycle stunting pose an immediate threat to the health and safety of the public, interfere with pedestrian and vehicular traffic, create a public nuisance, and inhibit private business owners from enjoying the use of their property within the City; and

WHEREAS, groups of racers, sideshow participants, stunters, and spectators gather on the streets and in off-street parking facilities and, among other things, block traffic on the streets and sidewalks in order to form a racetrack, sideshow or stunt area, place bets and wagers, and otherwise encourage, aid and abet the street racing process; and

WHEREAS, illegal street racers accelerate to high speeds without regard to oncoming traffic, pedestrians, or other vehicles, and the racers drive quickly from street to street, race for several hours, and then move to different locations upon the arrival of law enforcement; and

WHEREAS, these activities often result in an increase in traffic accidents, property crimes and damage, and calls for law enforcement service; and

WHEREAS, illegal street racing, sideshows, and motorcycle stunting attract many spectators, and the presence of spectators at these events encourages street racing to continue and creates an environment in which illegal activities can flourish; and

WHEREAS, pursuant to California Vehicle Code sections 23103, et seq., and 23109, et seq., motor vehicle speed contests, reckless driving, exhibitions of speed conducted on public streets and highways, and reckless driving conducted on public streets, highways, and off-street parking facilities, as well as aiding and abetting in some of these violations, are already illegal under California law; and

WHEREAS, currently, the California Vehicle Code allows law enforcement to immediately arrest a driver and impound a vehicle used in violation of sections 23103 or 23109 for up to 30 days, and

WHEREAS, as such, the City Council desires to establish procedures for civil forfeiture of vehicles used in street racing or other acts of reckless driving; and

WHEREAS, currently, the California Vehicle Code does not contain a section specifically relating to prohibiting spectators at street races, sideshows, and reckless driving exhibitions; and

WHEREAS, as such, the City Council desires to make it a violation of the Lakewood Municipal Code to be a spectator at a street race, sideshow, or reckless driving exhibition on or in a public highway or off-street parking facility, or to be present during preparations for such events; and

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

SECTION 1. INTENT. Article III Public Safety of the Lakewood Municipal Code is hereby amended as provided in this Ordinance to provide legislative remedies to deter and address the public safety impacts of street races, reckless driving and exhibitions of speed by creating procedures for civil forfeiture of vehicles used in these unsafe, unlawful activities and prohibiting spectators at these events.

SECTION 2. PURPOSE. The purpose of this Ordinance is to discourage and prevent street racing, sideshows, and reckless driving exhibitions activities and prohibit spectators at such events, and provide appropriate enforcement measures to protect the public and deter this criminal activity.

SECTION 3. Chapter 4 Street Races, Sideshows, and Reckless Driving Exhibitions of Article III Public Safety of the Lakewood Municipal Code is hereby added to read as follows:

#### CHAPTER 4 STREET RACES, SIDESHOWS, AND RECKLESS DRIVING EXHIBITIONS

##### 3400 DEFINITIONS

The definitions in this Section apply to the following terms as used in this Chapter:

“Days” means workdays not including weekends and holidays.

“Director of Public Safety” means the Director of Public Safety for the City of Lakewood or designee.

“Driver” means any person who drives a motor vehicle.

“Exhibition of speed” means any unlawful motor vehicle exhibition of speed as defined by California Vehicle Code Section 23109(c), whether or not the exhibition of speed is attended by persons other than the drivers performing such unlawful activity on City streets.

“Immediate family” means father, mother, sister, or brother.

“Legal owner” means a person holding a security interest in a vehicle referred to in California Vehicle Code Section 370.

“Motor vehicle” means a vehicle as defined in California Vehicle Code Section 670.

“Motor vehicle speed contest” means any unlawful motor vehicle speed contest, as defined by California Vehicle Code Section 23109(a), whether or not the race is attended by persons other than the drivers racing the vehicles on City streets.

"Offstreet parking facility" has the same meaning as set forth in subdivision (c) of California Vehicle Code section 12500, as it may be amended from time to time, and includes any public or private parking facility open and accessible to members of the public.

"Preparations" for any street race, sideshow, or reckless driving exhibition include, but are not limited to, any of the following acts done for the purpose of a street race, sideshow, or reckless driving exhibition:

1. One (1) or more motor vehicles and persons have arrived at a predetermined location on a public street or highway or in an offstreet parking facility;
2. One (1) or more persons have gathered on, or adjacent to, a public street or highway;
3. One (1) or more persons have gathered in an offstreet parking facility;
4. One (1) or more persons have gathered for a sideshow, motorcycle stunting or other exhibition in conjunction with a street race or reckless driving exhibition;
5. One (1) or more persons have impeded the public use of a public street, highway, or offstreet parking facility by acts, words or physical barriers;
6. One (1) or more motor vehicles have lined up on a public street, highway, or offstreet parking facility with motors running;
7. One (1) or more drivers is revving a motor vehicle's engine or causing the motor vehicle's tires to spin; or
8. A person is standing or sitting in a location for the purpose of acting as a race starter.

A person is "present" at a street race or reckless driving exhibition if that person is within two hundred (200) feet of the location of the street race or reckless driving exhibition, or within two hundred (200) feet of the site of the preparations for either of these activities.

"Reckless driving exhibition" means any exhibition of reckless driving referred to in California Vehicle Code section 23103, as it may be amended from time to time.

“Registered owner” means a person registered by the Department of Motor Vehicles as the owner of a vehicle referred to in California Vehicle Code Section 505.

"Scene" means the site or location of a street race, sideshow, or reckless driving exhibition or the site or location of the preparations for a street race or reckless driving exhibition. The scene includes the path or course of the street race or reckless driving exhibition.

“Sideshow” means an event in which two or more persons block or impede traffic on a highway for the purpose of performing motor vehicle stunts, street racing, or reckless driving for spectators referred to in subdivision (i)(2)(A) of California Vehicle Code Section 23109, as may be amended from time to time.

"Spectator" means any person who is present at a street race or reckless driving exhibition, or the site of the preparations for either of these activities, for the purpose of viewing, observing, watching, or witnessing the event as it progresses. A spectator includes any person at the location of the event without regard to the means by which the person arrived.

“Street race” or “street racing” means any motor vehicle speed contest or motor vehicle exhibition of speed referred to in subdivisions (a) and (c) of California Vehicle Code Section 23109, as may be amended from time to time.

#### 3401 NONEXCLUSIVE REMEDY

This Chapter is not the exclusive regulation or penalty for participation in a motor vehicle speed contest or an exhibition of speed. It supplements and is in addition to any other regulatory codes, statutes, and ordinances heretofore or hereafter enacted by the City, the State or any other legal entity or agency having jurisdiction.

#### 3402 SPECTATORS PROHIBITED AT STREET RACES, SIDESHOWS, AND RECKLESS DRIVING EXHIBITIONS

- A. It shall be unlawful for any person to be knowingly present as a spectator at a street race, sideshow, or reckless driving exhibition conducted on a public street or highway or in an offstreet parking facility.
- B. It shall be unlawful for any person to be knowingly present as a spectator where preparations are being made for a street race, sideshow, or reckless driving exhibition conducted on a public street or highway or in an offstreet parking facility.
- C. Nothing in this section prohibits peace officers or their agents who are acting in the course of their official duties from being spectators at a street race, sideshow, or reckless driving exhibition and/or spectators at the location of preparations for any of these activities.

#### 3403 VIOLATIONS AND ADMISSIBLE EVIDENCE

- A. Notwithstanding any other provision of law, to prove a violation of Section 3402 of this Chapter, admissible evidence may include, but is not limited to, any of the following:



1. That the person charged has previously participated in or been a spectator at a street race, sideshow, or reckless driving exhibition;
  2. That the person charged has previously aided and abetted street racing, sideshow, or a reckless driving exhibition;
  3. That the person charged has previously attended a street race, sideshow, or reckless driving exhibition; or
  4. That the person charged was previously present at a location where preparations were being made for a street race, sideshow, or reckless driving exhibition, or where a street race or reckless driving exhibition was in progress.
  5. To the fullest extent permissible by law, evidence of prior act(s) may be admissible to show the plan, opportunity, intent, knowledge, identity and/or propensity of the person charged to be present at a street race, sideshow, or a reckless driving exhibition if the prior act(s) occurred within three (3) years of the presently charged offense. The prior act(s) may also be admissible to show that, in the absence of a mistake or accident, the person charged had knowledge that a street race, sideshow, or reckless driving exhibition was taking place.
- B. In addition to the circumstances set out in subsection A of this Section, and notwithstanding any other provision of law, to prove a violation of any provision of this Chapter, admissible evidence may also include, but is not limited to, any of the following:
1. The time of day;
  2. The nature and description of the scene, including the number and configuration of traffic lanes;
  3. The number of people at the scene;
  4. The location of the person charged in relation to any person or group of persons present at the scene;
  5. The number and types of motor vehicles at the scene;
  6. That the motor vehicles at the scene have been modified or altered to increase power, handling, or visual appeal;
  7. That the person charged drove or was transported to the scene; or
  8. That the person charged admitted to being a spectator at a street race, sideshow, or reckless driving exhibition.

#### 3404 FORFEITURE OF NUISANCE VEHICLES

A motor vehicle may be declared a nuisance and subject to forfeiture under this chapter if:

- A. It is used in violation of California Vehicle Code Section 23109(a) or (c) or 23103(a) or (b); and
- B.
  - a. The registered owner of the vehicle is the driver or a passenger of the vehicle at the time of the violation; or
  - b. A member of the registered owner's immediate family is the driver or a passenger of the vehicle at the time of the violation; or
  - c. The driver or a passenger lives at the same address as the registered owner at the time of the violation; or

- d. The driver or a passenger in the vehicle at the time of the violation has a prior contact in the vehicle, as determined by law enforcement records

#### 3405 RIGHT TO REQUEST A HEARING

A registered or legal owner at the time of the violation may request a hearing pursuant to Section 3406 to determine the validity of the forfeiture action authorized by this Chapter.

#### 3406 POST STORAGE HEARING

- A. The City shall provide the opportunity for a post-storage hearing to determine the validity of the storage to the persons who were the registered and legal owners of the vehicle at the time of impoundment. The hearing request shall be made to the City Clerk not later than 10 days after the date the vehicle was impounded. However, the hearing request shall be made within three days after the date the vehicle was impounded if personal service was provided to the registered or legal owner pursuant to Section 3408 and no mailed notice is required.
- B. The post-storage hearing shall be conducted not later than two days after the date it was requested. The hearing shall be conducted by an independent hearing officer. Failure of either a registered or legal owner to request a hearing as provided in Section 3406(A) or to attend a scheduled hearing shall satisfy the post-storage hearing requirement.

#### 3407 NOTICE OF FORFEITURE TO LEGAL AND REGISTERED OWNERS

- A. When a violation of California Vehicle Code sections 23109(a) or (c) or 23103(a) or (b) occurs causing a vehicle to be subject to forfeiture under this Chapter, the Director of Public Safety shall ascertain from the Department of Motor Vehicles the names and addresses of all legal and registered owners of that vehicle.
- B. Within three days of impoundment, the Director of Public Safety shall send a notice of forfeiture by certified mail, return receipt requested, to all legal and registered owners of the vehicle proposed for forfeiture. The notice shall be sent to the addresses obtained from the Department of Motor Vehicles.

#### 3408 PERSONAL SERVICE OF NOTICE OF FORFEITURE

If a legal or registered owner was personally served a notice of forfeiture at the time of the violation which caused a vehicle to be subject to forfeiture under this division, and the notice contains all the information required to be provided by Section 3409, no further notice is required to be sent to that owner. However, a notice shall still be sent to other current legal or registered owners of record of the vehicle, if any.

#### 3409 CONTENTS OF NOTICE OF FORFEITURE

The notice shall inform legal and registered owners of the vehicle that the vehicle will be declared a nuisance and forfeited to the City subject to Article III, Chapter 4 of the Lakewood Municipal Code, and will be sold or otherwise disposed of pursuant to Sections 3417, 3418, and 3419. The notice shall also include instructions for filing a claim with the City Clerk, and the time limits for filing a claim.

#### 3410 ADMINISTRATIVE FORFEITURE

If no claims are filed and served within 15 days of the mailing of the notice pursuant to Section 3407 or within 5 days of personal service of the notice pursuant to Section 3408, the City Prosecutor shall prepare a written declaration of forfeiture of the vehicle to the City. A written declaration of forfeiture signed by the City Prosecutor under this Section shall be deemed to provide good and sufficient title to the forfeited vehicle. A copy of the declaration shall be provided on request to any person informed of the pending forfeiture pursuant to Sections 3407 and 3408. A claim that is filed and later withdrawn by the claimant shall be deemed to not have been filed.

#### 3411 CLAIM OPPOSING FORFEITURE AND PETITION FOR FORFEITURE

If a claim is timely filed and served with the City Clerk, then the City Prosecutor shall file a petition for forfeiture with the appropriate Court within 10 days of the receipt of the claim. The City Prosecutor shall establish an expedited hearing date in accordance with instructions from the court. Any court filing fee established by the court, shall be paid by the claimant made payable to the court, but shall be reimbursed by the City if the claimant prevails.

#### 3412 JUDICIAL FORFEITURE PROCEEDINGS

The filing of a claim within the time limit specified in Section 3410 is considered a jurisdictional prerequisite for initiating a forfeiture proceeding. A proceeding in the civil case is a limited civil case. The burden of proof in the civil case shall be on the City by a preponderance of the evidence. All questions that may arise shall be decided and all other proceedings shall be conducted as in an ordinary civil action. A judgment of forfeiture does not require as a condition precedent the conviction of a defendant for the current violation which gave rise to the nuisance and caused these forfeiture proceedings to be initiated.

#### 3413 COMMUNITY PROPERTY INTEREST RELEASE

If at the time of the violation there is a community property interest in the vehicle to be forfeited, and at the time of the violation the vehicle is the only vehicle available to the registered owner's immediate family that may be operated with a class C driver's license, the vehicle shall be released to a registered owner or to the community property interest owner upon compliance with all of the following requirements:

- A. The registered owner or the community property interest owner requests release of the vehicle and the owner of the community property interest submits proof of that interest; and
- B. The registered owner or the community property interest owner submits proof that the vehicle is properly registered pursuant to the California Vehicle Code; and
- C. All towing and storage charges and any administrative charges authorized pursuant to California Vehicle Code section 22850.5 are paid; and
- D. The registered owner and the community property interest owner sign a stipulated vehicle release agreement, as described in Section 3414, in consideration for the nonforfeiture of the vehicle.

3414 STIPULATED VEHICLE RELEASE AGREEMENT

- A. A stipulated vehicle release agreement shall provide for the consent of the signers to the automatic future forfeiture and transfer of title to the City of any vehicle registered to that person, if the vehicle is used in violation of California Vehicle Code sections 23109(a) or (c) or 23103 (a) or (b). The agreement shall be in effect for five years from the date of signing and shall be maintained by the Director of Public Safety.
- B. No vehicle shall be released pursuant to Section 3413 if the Director of Public Safety has on file a prior stipulated vehicle release agreement signed by that person within the previous five years.

3415 VEHICLE TITLE VESTING IN THE CITY

All right, title, and interest in the vehicle shall vest in the City upon commission of the act giving rise to the nuisance under this division.

3416 SALE OF FORFEITED VEHICLE AFTER DECLARATION OF FORFEITURE

Any vehicle forfeited pursuant to this division shall be sold once a declaration of forfeiture is issued by the City Prosecutor or an order of forfeiture is issued by a court, as the case may be, pursuant to Sections 3410 and 3412.

3417 SALE OF FORFEITED VEHICLE BY LEGAL OWNER

- A. Any legal owner who is a motor vehicle dealer, bank, credit union, acceptance corporation, or other licensed financial institution legally operating in this state, or the agent of that legal owner, may take possession and conduct the sale of the forfeited vehicle if the legal owner or agent notifies the Director of Public Safety of its intent to conduct the sale within 15 days of either the mailing of the notice pursuant to Section 3407 or personal service of the notice pursuant to Section 3408. Sale of the vehicle after forfeiture pursuant to this division may be conducted at the time, in the manner, and on the notice usually given for the sale of repossessed or surrendered vehicles. The proceeds of any sale conducted by or on behalf of the legal owner shall be disposed of as provided in Section 3420. A legal owner's notice to conduct the sale pursuant to this Section may be presented in person, by certified mail, by facsimile transmission, or by electronic mail.
- B. The agent of a legal owner acting pursuant to Section 3417(A) shall be licensed, or exempt from licensure, pursuant to Chapter 11 (commencing with Section 7500) of Division 3 of the Business and Professions Code.

3418 SALE OF FORFEITED VEHICLE

If the legal owner or agent of the owner does not notify the Director of Public Safety of its intent to conduct the sale as provided in Section 3417, the City shall offer the forfeited vehicle for sale at public auction within 60 days of receiving title to the vehicle. Low value vehicles shall be disposed of pursuant to Section 3419.

3419 DISPOSITION OF LOW-VALUE VEHICLES

If the City determines that the vehicle to be forfeited and sold pursuant to this division is of so little value that it cannot readily be sold to the public generally, the vehicle shall be conveyed to

a licensed dismantler or donated to a charitable organization. License plates shall be removed from any vehicle conveyed to a dismantler pursuant to this section.

3420 DISTRIBUTION OF SALE PROCEEDS

- A. The proceeds of a sale of a forfeited vehicle shall be disposed of in the following priority:
- a. To satisfy the towing and storage costs following impoundment, the costs of providing notice pursuant to Sections 3407 and 3408, the costs of sale, and the unfunded costs of judicial proceedings, if any; then,
  - b. To the City for all legal expenditures, made or incurred by the City Prosecutor's office in connection with the enforcement of this Chapter, including, but not limited to, costs for investigation, litigation, and notices resulting from enforcement of this chapter; then
  - c. To the City for local law enforcement for all expenditures other than personnel costs, made or incurred in connection with enforcement of this chapter, including, but not limited to, costs for equipment, investigation and supplies related to enforcement of this chapter; provided, however, that any overtime costs incurred by local law enforcement resulting from such enforcement of this chapter will be reimbursed to the City; then
  - d. To the City for all expenditures incurred by the Public Works Department for the necessary repairs to any public streets or intersections damaged as a result of the illegal street racing contest(s) or exhibitions of speed; then
  - e. Upon satisfactory proof to the Director of Public Safety, to the legal owner in an amount to satisfy the indebtedness owed to the legal owner remaining as of the date of sale, excluding any accrued interest or finance charges and delinquency charges, providing that the principal indebtedness was incurred prior to the date of impoundment; then,
  - f. To the holder of any subordinate lien or encumbrance on the vehicle, other than a registered or legal owner, to satisfy any indebtedness so secured if written notification of demand is received before distribution of the proceeds is completed. The holder of a subordinate lien or encumbrance, if requested, shall furnish reasonable proof of its interest and, unless it does so upon request, is not entitled to distribution pursuant to this section; then
  - g. To any other person, other than a registered or legal owner, who can reasonably establish an interest in the vehicle, including a community property interest, to the extent of his or her provable interest, if written notification is received before distribution of the proceeds is completed; then
  - h. Of the remaining proceeds, 100% shall be transferred to the City to the attention of the Director of Administrative Services.
- B. A vehicle may be destroyed only if the condition of the vehicle warrants destruction and there are no lien holders or claimants who did not know that the vehicle was used for a purpose that constitutes a violation of this chapter.
- C. A forfeited vehicle shall not be sold to any person identified under Section 3404 of this Chapter at the time the vehicle was seized.

#### 3421 ACCOUNTING OF SALE PROCEEDS

The person conducting the sale shall disburse the proceeds of the sale as provided in Section 3420 and shall provide a written accounting regarding the disposition to the Director of Public Safety and, on request, to any person entitled to a share of the proceeds or to any person validly claiming a share of the proceeds, as determined by the Director of Public Safety, within 15 days after the sale is conducted.

#### 3422 STOLEN VEHICLES

No vehicle shall be sold pursuant to this division if the Director of Public Safety determines the vehicle to have been stolen. In this event, the vehicle may be claimed by the legal or registered owner at any time after impoundment, providing the vehicle registration is current and registered owner has no outstanding traffic violations or parking penalties on his or her driving record or on the registration record of any vehicle registered to the person. If the identity of the legal and registered owners of the vehicle cannot be reasonably ascertained, the vehicle may be sold.

#### 3423 INNOCENT OWNER REMEDY

Any owner of a vehicle who suffers any loss due to the forfeiture of any vehicle pursuant to this Chapter may recover the amount of the loss from the person who violated California Vehicle Code section 23109(a) or (c), or 23103(a) or (b) which gave rise to the nuisance under this division.

#### 3424 TOWING AND STORAGE FEES

- A. The City shall be responsible for the costs incurred for towing and storage if it is determined that the driver at the time of impoundment did not violate California Vehicle Code section 23109(a) or (c), or 23103(a) or (b) and did not give rise to the nuisance.
- B. Charges for towing, storage and administrative fees for any vehicle impounded pursuant to this Chapter shall not exceed the normal towing, storage and administrative rates for other vehicle towing and storage as set forth by resolution by the City Council.

SECTION 4. The City Council hereby declares it would have passed this Ordinance sentence by sentence, paragraph by paragraph and section by section, and does hereby declare the provisions of this Ordinance are severable, and if for any reason any section of this Ordinance should be held invalid, such decision shall not affect the validity of the remaining parts of this Ordinance.

SECTION 5. The City Clerk shall certify to the adoption of this Ordinance. The City Council hereby finds and determines there are no newspapers of general circulation both published and circulated within the City and, in compliance with Section 36933 of the Government Code, directs the City Clerk to cause said Ordinance within fifteen (15) days after its passage to be posted in at least three (3) public places within the City as established by Ordinance.

ADOPTED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2022, by the following roll call vote:

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

\_\_\_\_\_  
Mayor

ATTEST:

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

RESOLUTION NO. 2022-44

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD, CALIFORNIA, AMENDING RESOLUTION NO. 2004-8 TO ESTABLISH A NON-JUDICIAL FINE FOR VIOLATIONS OF SECTION 3402 OF THE LAKEWOOD MUNICIPAL CODE

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

SECTION 1. Resolution 2004-8 is hereby amended to provide that the non-judicial fine for violations of any portion of Section 3402 of the Lakewood Municipal Code shall be \$1,000 per occurrence.

SECTION 2. Except as amended herein, Resolution 2004-8 shall remain in full force and effect.

SECTION 3. If any section, subsection, 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 June, 2022.

---

Mayor

ATTEST:

---

City Clerk



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

Item 2.2  
RESOLUTION APPROVING APPOINTMENTS TO CITY COMMISSIONS  
will be continued

# DIVIDER SHEET

## **COUNCIL AGENDA**

June 28, 2022

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

**SUBJECT:** Bid Award – Well 13A Treatment Facility - PW Project 22-02

### **INTRODUCTION**

Well 13A is located in Candleverde Park which is the southwest corner of Palo Verde Avenue and Candlewood Street. It was put in service in 2003. Lab reports have indicated that the water quality from this well exceeded the drinking water maximum contaminant level (MCL) for at least one constituent. A water treatment facility is needed in order to continue use of this well.

### **STATEMENT OF FACT**

The treatment facility will be constructed at Plant 13 on Palo Verde Avenue. It will be on the west side at the rear of the three existing steel water tanks. The filter units to treat the water have been installed under a contract approved by the City Council on September 14, 2021. This project will complete various piping connections, electrical work and disinfection hookup.

Seven bids were received and opened by the City Clerk on June 15, 2022. Following is the bid summary:

<b>RANK</b>	<b>BIDDER</b>	<b>CITY</b>	<b>AMOUNT</b>
1	Canyon Springs Enterprises	Hemet	\$968,000
2	R.E. Chaffee Construction	Wrightwood	\$1,101,600
3	Caliagua Inc	Anaheim	\$1,153,600
4	Metro Builders & Engineers Group	Newport Beach	\$1,328,680
5	MMC Inc.	La Palma	\$1,412,000
6	J.R. Filanc Construction	Escondido	\$1,415,000
7	Tharsos Inc	La Mesa	\$1,679,000


The lowest responsible bidder is Canyon Springs Enterprises of Hemet, with the bid amount of \$968,000. Staff has verified with the State Contractors License Board that Canyon Springs Enterprises is properly licensed for this type of work. References were checked with favorable results.


The consulting engineering firm of Willdan Engineering has an existing agreement with the City of Lakewood to assist with various engineering matters and has submitted a proposal in the amount of \$71,560 to provide construction inspection services for this project.

## **RECOMMENDATION**

That the City Council:

1. Award a contract for “Well 13A Treatment Facility, PW Project 22-02” in the amount of \$968,000 to Canyon Springs Enterprises of Hemet and authorize the Mayor to sign the contract in a form approved by the City Attorney.
2. Appropriate \$1,300,000 in Water Fund Reserves for construction of Well 13A Treatment Facility.
3. Authorize staff to approve a cumulative total of contract change orders, as needed, not to exceed \$150,000.
4. Authorize staff to execute Willdan’s proposal to provide construction inspection for an amount of \$71,560.
5. Adopt the plans, specifications and working details for “Well 13A Treatment Facility, PW Project 22-02.”

Kelli Pickler   
Director of Public Works

  
Thaddeus McCormack  
City Manager