

# AGENDA

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

January 23, 2024

## ADJOURNED MEETING:

5:30 p.m.

### UTILITY BOX BEAUTIFICATION PILOT PROGRAM -

*EXECUTIVE BOARD ROOM*

The Community Promotions Committee recommends that the City Council provide feedback and appropriate \$10,000 for this program.

## CALL TO ORDER

7:30 p.m.

**INVOCATION:** Father Alidor Mikobi, St. Cyprian Catholic Church

**PLEDGE OF ALLEGIANCE:** Scout Troop 863

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

## ANNOUNCEMENTS AND PRESENTATIONS:

Presentation by Captain Dan Holguin, Lakewood Sheriff's Station, Regarding Quarterly Public Safety Report

## 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 December 12, 2023, and January 9, 2024

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 MEETING REPORTS AND AUTHORIZATIONS PURSUANT TO AB1234 - Staff recommends City Council receive and file the report.

## City Council Agenda

January 23, 2024

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

- RI-6 MONTHLY REPORT OF INVESTMENT TRANSACTIONS - DECEMBER 2023 - Staff recommends City Council receive and file the report.
- RI-7 PROPOSITION A TRANSIT FUND EXCHANGE AND ASSIGNMENT AGREEMENT - Staff recommends City Council approve the Proposition A Transit Fund Exchange and Assignment Agreement with the City of West Hollywood, and authorize the City Manager and Director of Finance & Administrative Services to execute the Agreement.
- RI-8 PURCHASE OF SMART IRRIGATION EQUIPMENT FOR DEL VALLE, SAN MARTIN, AND MAE BOYAR PARKS - Staff recommends the City Council authorize the purchase of irrigation equipment and supplies from SiteOne in an amount not to exceed \$85,950 in order to complete water efficiency projects at San Martin, Mae Boyar and Del Valle parks using grant funds provided by Central Basin Municipal Water District.
- RI-9 PURCHASE OF SHAVINGS FOR LAKEWOOD EQUESTRIAN CENTER - Staff recommends the City Council authorize the purchase of shavings from Klassen in an amount not to exceed \$77,421 for the purpose of purchasing shavings for horses boarded at the Lakewood Equestrian Center.
- RI-10 TRANSPORTATION AGREEMENT WITH NADA BUS, INCORPORATED - Staff recommends the City Council approve the 18 month agreement with Nada Bus, Incorporated to contract services from the carrier for the period of January 23, 2024 to June 30, 2025.
- RI-11 RENEWAL OF RYNERSON PARK LICENSE AGREEMENT WITH SOUTHERN CALIFORNIA EDISON COMPANY - Staff recommends the City Council authorize the Mayor and the City Clerk to re-execute, on behalf of the City of Lakewood, the Southern California Edison License Agreement renewal for Rynerson Park, as approved to form by the City Attorney.
- RI-12 PURCHASE OF SECURITY CAMERA TRAILERS - Staff recommends the City Council approve the purchase of three (3) Senti-Lite mobile security camera trailers from Backstreet Surveillance in an amount of \$96,747.
- RI-13 UPDATE ON CITY HALL OFFICE IMPROVEMENTS - Staff recommends the City Council appropriate \$163,500 from the reserve for Capital Improvements for the project from Measure L; authorize increase to project contingency by an additional \$56,000; ratify the purchase from D & R Office Works for the office furniture in an amount not-to-exceed \$240,000; authorize the Mayor to sign the proposal from Dahlin Group for "Phase 3 City Hall Office Improvements" dated January 11, 2024, in an amount not-to-exceed \$63,500; and ratify the purchase from SCS Engineers for environmental oversight in an amount of \$30,000.
- RI-14 AUTHORIZE LETTER OF INTENT WITH SOUTHLAND INDUSTRIES - Staff recommends the City Council authorize staff to issue the Letter of Intent to Southland Industries.
- RI-15 AGREEMENT WITH BUCKNAM FOR ANNUAL GIS SUPPORT SERVICES - Staff recommends the City Council approve the consulting agreement with Bucknam Infrastructure Group for GIS Support Services; authorize the proposal for Lakewood's Annual GIS Support Services for an annual fee of \$35,040; authorize the use of Measure R in the amount of \$17,250; and authorize the use of Measure M in the amount of \$17,250.

## **City Council Agenda**

January 23, 2024

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### **REPORTS:**

- 3.1 INTRODUCTION OF ORDINANCE NO. 2024-1; REGARDING RENT PAID FOR FIREWORKS STAND LOCATIONS - Staff recommends the City Council hold a public hearing and introduce the proposed ordinance.
- 3.2 AMENDMENT TO AGREEMENT WITH SALVATION ARMY BELL SHELTER UPDATE - Staff recommends the City Council approve the first amendment to the agreement with Salvation Army for dedicated crisis shelter beds at their Bell Shelter, starting February 1, 2024 through June 30, 2024, and authorize the Mayor to sign the agreement in a form approved by the City Attorney.
- 3.3 AUTHORIZE DESIGN PROPOSAL FOR STREET IMPROVEMENTS WITH WILLDAN - Staff recommends the City Council authorize staff to approve Willdan Engineering's proposal dated December 19, 2023 to provide design and other services under their existing Agreement for Engineering Services, in an amount not-to-exceed \$1,268,535; authorize the use of Measure R in the amount of \$568,535; and authorize the use of Measure M in the amount of \$700,000
- 3.4 ANNUAL CITY INVESTMENT POLICY AND QUARTERLY SCHEDULE OF INVESTMENTS – AS OF DECEMBER 31, 2023 - Staff recommends City Council adopt the attached Investment Policy and receive and file the Quarterly Schedule of Investments for December 31, 2023.

### **AGENDA**

#### **LAKWOOD HOUSING SUCCESSOR AGENCY**

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

### **ORAL COMMUNICATIONS:**

### **ADJOURNMENT**

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

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

*Adjourned*

## COUNCIL AGENDA

January 23, 2024

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

**SUBJECT:** Utility Box Beautification Pilot Program

### INTRODUCTION

A utility box beautification pilot program is being proposed for review and consideration by the City Council. Many cities who have implemented such programs have found that it helps promote community identity, historical awareness, cultural uniqueness and improving the quality of life for those that live, work and play in those cities. This pilot program aims to phase in the beautification of city-owned traffic signal control boxes by incorporating Lakewood images based on themes that reflect the city's identity.

### STATEMENT OF FACTS

The pilot program is as follows:

1. Start with five city-owned traffic signal control boxes at the following locations:
  - a. In front of Lakewood City Hall (Clark Avenue and Hardwick St)
  - b. Northwest corner of Downey Avenue and Del Amo Blvd (close to Bolivar Park)
  - c. Southwest corner of Clark Avenue and South St (close to Mayfair Park)
  - d. Northwest corner of Woodruff Avenue and Centralia St (close to Del Valle Park)
  - e. Northwest corner of Pioneer Blvd and 215<sup>th</sup> St (close to Bloomfield Park)
2. Select five photographs that merge historic and present images in the following themes:
  - a. Parks and recreation
  - b. Shopping and businesses
  - c. Youth sports
  - d. Community events
  - e. A theme to be decided later
3. Establish a small committee comprised of historian emeritus Don Waldie, a representative from each of the city's three commissions, and city staff. They will be responsible for selecting images, based on the themes above, that staff will present. This committee will also suggest the fifth theme. (Possible themes could include Veterans or Schools).
4. The small committee's selections will be forwarded to the City Council's Community Promotions Committee for their review and to forward the selected images to the full City Council for their consideration and final approval.

5. Install the selected images on the traffic signal control boxes and publicize the program to the community.
6. After six months of the pilot program, city staff will review the program and make changes as necessary based on staff's evaluation. Staff will report back to the City Council.
7. Five new traffic signal control boxes will be added to the program. The goal is to add five boxes per year.

### **FISCAL IMPACT**

Vinyl wrapping each traffic signal control box and maintenance is estimated to cost around \$2,000 per box. The initial six-month program is estimated to cost \$10,000 and five new boxes per year would be around \$10,000. This amount is already budgeted in the current fiscal year.

### **RECOMMENDATION**

The Community Promotions Committee recommends that the City Council provide feedback and appropriate \$10,000 from 10101300-55100 for this program.

Paolo Beltran **PB**  
Deputy City Manager

Thaddeus McCormack **PB for TM**  
City Manager

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# Routine Items

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

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**COUNCIL AGENDA**

January 23, 2024

**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>			
Jerome Academia	Media Operations Specialist I	14A	01/07/2024
Eileen Bowe	Media Services Coordinator	24B	01/07/2024
Kaitlyn Allen	Environmental Services Officer	18A	01/08/2024
Sallie Cordova-Gallagher	Senior Producer	28B	01/07/2024
Eileen Mc Ilrath	Media Operations Specialist I	14A	01/07/2024
<b>B. Changes</b>			
None			
<b>C. Separations</b>			
Anthony Pacileo	License Pesticide Applicator	13A	01/01/2024
Steve Polydoros	Senior Producer	28B	12/30/2023
<b>PART-TIME EMPLOYEES</b>			
<b>A. Appointments</b>			
Crystal Garcia	Maintenance Services Aide IV	B	01/08/2024
Joseph Johnson	Paratransit Vehicle Operator II	B	12/10/2023
Yollena Morales	Video Operations Technician III	B	01/07/2024
Emanuel Rodriguez	Community Services Specialist	B	01/07/2024
William Silva	Community Services Leader IV	B	12/10/2023

Personnel Transactions

01/23/2024

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**B. Changes**

Brandon Kojaku	Maintenance Trainee I Maintenance Trainee II	B to B	01/07/2024
Abraham Rios	Maintenance Trainee II Public Trades Worker	B to B	12/10/2023
Ernest Williams	Maintenance Trainee I Public Trades Worker	B to B	12/10/2023

**C. Separations**

Gilberto Arteaga-Ceja	Community Services Leader	B	12/26/2023
Gavin Swain	Maintenance Trainee II	B	01/06/2024

Thaddeus McCormack *PB for TM*  
City Manager

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**CITY OF LAKEWOOD  
FUND SUMMARY 12/14/2023**

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

1010	GENERAL FUND	327,604.31
1030	CDBG CURRENT YEAR	1,361.66
1050	COMMUNITY FACILITY	1,014.43
1070	RETIREE BENEFITS	720.00
1090	LAKWOOD EQUESTRIAN CENTER	2,976.34
1500	MISC-SPECIAL REVENUE FUND	8,491.64
1623	LA CNTY MEASURE W	9,287.60
3000	AIR QUALITY IMPROVEMENT	92,999.85
3070	PROPOSITION "C"	19.13
5020	CENTRAL STORES	1,228.68
5030	FLEET MAINTENANCE	13,347.14
7500	WATER UTILITY FUND	100,243.43
8020	LOCAL REHAB LOAN	23,583.50
8030	TRUST DEPOSIT	400.00
		<b>583,277.71</b>

Council Approval

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Date

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City Manager

Attest

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City Clerk

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Director of Finance and Administrative Services

**CITY OF LAKEWOOD  
SUMMARY CHECK REGISTER**

<b>CHECK DATE</b>	<b>VENDOR NAME</b>	<b>CHECK AMOUNT</b>
12/14/2023	PERRIS FENCE & SUPPLY	63.80
12/14/2023	SHAKER NERMINE	1,925.00
12/14/2023	HEALTH AND HUMAN RESOURCES CENTER INC	280.26
12/14/2023	AGRI-TURF DISTRIBUTING	583.66
12/14/2023	ALESHIRE & WYNDER LLP	10,225.44
12/14/2023	MNRO HOLDINGS LLC	38.81
12/14/2023	ALLEN, JOHNNY	241.80
12/14/2023	AMAZON CAPITAL SERVICES INC	1,569.14
12/14/2023	ABC UNIFIED SCHOOL DISTRICT	300.00
12/14/2023	ASSOCIATED SOILS ENGINEERING INC	55,300.00
12/14/2023	ROSS AVIATION INVESTMENT LLC	5,319.46
12/14/2023	N. HARRIS COMPUTER CORPORATION	52,923.84
12/14/2023	BEAR COMMUNICATIONS INC	9,966.66
12/14/2023	BRIZUELA XOCHITL	312.00
12/14/2023	CAL STATE AUTO PARTS INC	536.74
12/14/2023	CAMERON WELDING SUPPLY	26.55
12/14/2023	CINTAS CORPORATION	78.42
12/14/2023	CAMERON WELDING SUPPLY	192.70
12/14/2023	COMMUNITY FAMILY GUIDANCE CTR	548.33
12/14/2023	DANIEL'S TIRE SERVICE INC	37.60
12/14/2023	DICKSON R F CO INC	48,931.76
12/14/2023	EMPIRE DESIGN & BUILD LLC	82,146.62
12/14/2023	INTERNATIONAL E-Z UP INC	4,874.00
12/14/2023	FONG, ALEX	200.00
12/14/2023	FONTELA, THAO	2,893.15
12/14/2023	FRONTIER CALIFORNIA INC	2,381.71
12/14/2023	FROST, VALARIE A	2,266.04
12/14/2023	GANAHL LUMBER COMPANY	469.76
12/14/2023	GLASBY MAINTENANCE SUPPLY CO	317.69
12/14/2023	GOVERNMENT FINANCE OFFICERS ASSOC	610.00
12/14/2023	GROH, MARK LEE	600.00
12/14/2023	HARA M LAWNMOWER CENTER	3,353.18
12/14/2023	HOME DEPOT	1,811.26
12/14/2023	JHM SUPPLY INC	196.90
12/14/2023	LAKEWOOD ROTARY CLUB	153.00
12/14/2023	LAKEWOOD, CITY OF	400.00
12/14/2023	LIFTECH ELEVATOR SERVICES INC	447.00
12/14/2023	LINCOLN EQUIPMENT INC	251.95
12/14/2023	LOPEZ, ADRIANA	8,400.00
12/14/2023	LOS ANGELES CO SHERIFFS DEPT	4,989.24
12/14/2023	LA COUNTY DEPT OF PUBLIC WORKS	82,621.45
12/14/2023	MIDAMERICA ADMIN & RETIREMENT	720.00
12/14/2023	NADA BUS INC	1,460.00
12/14/2023	O'REILLY AUTOMOTIVE STORES INC	215.73

**CITY OF LAKEWOOD  
SUMMARY CHECK REGISTER**

<b>CHECK DATE</b>	<b>VENDOR NAME</b>	<b>CHECK AMOUNT</b>
12/14/2023	ODP BUSINESS SOLUTIONS LLC	171.47
12/14/2023	PACIFIC EH & S SERVICES INC	432.00
12/14/2023	NED PAN INC	2,352.50
12/14/2023	PATHWAYS VOLUNTEER HOSPICE	548.33
12/14/2023	PUN GROUP, THE LLP	10,644.00
12/14/2023	RAYVERN LIGHTING SUPPLY CO INC	456.92
12/14/2023	ROMBERG MILLING INC	1,243.62
12/14/2023	RON'S MAINTENANCE INC	8,675.00
12/14/2023	S.T.E.A.M.	13,505.65
12/14/2023	SCMAF OFFICE	595.00
12/14/2023	SIMPSON CHEVROLET OF GARDEN GROVE	92,999.85
12/14/2023	SITEONE LANDSCAPE SUPPLY LLC	243.38
12/14/2023	SO CALIF SECURITY CENTERS INC	192.59
12/14/2023	SOUTHERN CALIFORNIA EDISON CO	21,266.41
12/14/2023	SOUTHERN CALIFORNIA GAS CO	4,472.61
12/14/2023	SU CASA ENDING DOMESTIC VIOLENCE	265.00
12/14/2023	THURSTON ELEVATOR CONCEPTS INC	149.00
12/14/2023	CELLCO PARTNERSHIP	5,507.42
12/14/2023	HIRANO STEPHEN	145.00
12/14/2023	WATERLINE TECHNOLOGIES INC	2,209.46
12/14/2023	WAXIE ENTERPRISES INC	574.67
12/14/2023	WEST COAST SAND AND GRAVEL INC	918.36
12/14/2023	ALONSO, ELIZABETH	250.00
12/14/2023	BIRN, KIRSTYN	32.00
12/14/2023	CAL STATE ROOFING	17,847.00
12/14/2023	GARBO CONSTRUCTION	4,423.22
12/14/2023	GRIAR, GAUDENCIO JR	250.00
12/14/2023	HATFIELD, DAN	163.32
12/14/2023	KIMBERLY SIMPSON	1,313.28
12/14/2023	LAKEWOOD LITTLE LEAGUE	250.00
	<b>Total:</b>	<b>583,277.71</b>

**CITY OF LAKEWOOD  
FUND SUMMARY 12/21/2023**

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

1010	GENERAL FUND	2,102,299.15
1015	SPECIAL OLYMPICS	330.72
1020	CABLE TV	9,210.05
1025	AMERICAN RESCUE PLAN	6,840.00
1030	CDBG CURRENT YEAR	4,436.23
1050	COMMUNITY FACILITY	4,582.29
1070	RETIREE BENEFITS	2,958.05
1090	LAKWOOD EQUESTRIAN CENTER	51,137.02
1336	STATE COPS GRANT	16,666.66
1621	LA CNTY MEASURE R	537.00
1623	LA CNTY MEASURE W	41,685.25
3000	AIR QUALITY IMPROVEMENT	132,147.77
3070	PROPOSITION "C"	139.31
5020	CENTRAL STORES	5,497.93
5030	FLEET MAINTENANCE	20,611.41
7500	WATER UTILITY FUND	209,160.29
8020	LOCAL REHAB LOAN	17,932.88
8030	TRUST DEPOSIT	39,121.51
		<b>2,665,293.52</b>

Council Approval

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Date

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City Manager

Attest

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City Clerk

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Director of Finance and Administrative Services

**CITY OF LAKEWOOD  
SUMMARY CHECK REGISTER**

<b>CHECK DATE</b>	<b>VENDOR NAME</b>	<b>CHECK AMOUNT</b>
12/21/2023	A T & T CORP	392.15
12/21/2023	SHAKER NERMINE	1,925.00
12/21/2023	ABRUSCATO, DIANA	536.25
12/21/2023	ALAN'S LAWN AND GARDEN CENTER INC	9,455.17
12/21/2023	ALL CITY MANAGEMENT SERVICES INC	11,713.11
12/21/2023	MNRO HOLDINGS LLC	1,769.81
12/21/2023	ALLENSWORTH JASON	6,936.00
12/21/2023	AMAZON CAPITAL SERVICES INC	2,399.55
12/21/2023	AVENU STR IP LLC	3,446.65
12/21/2023	BACKSTREET SURVEILLANCE INC	4,674.00
12/21/2023	BEAR COMMUNICATIONS INC	1,305.91
12/21/2023	TWO SHELLS ENTERPRISES INC	80.00
12/21/2023	CLARK EQUIPMENT COMPANY	59,322.41
12/21/2023	BRENNTAG PACIFIC INC	1,977.87
12/21/2023	CAL STATE AUTO PARTS INC	306.52
12/21/2023	CALIF. STATE DISBURSEMENT UNIT	849.68
12/21/2023	CALIF STATE FRANCHISE TAX BOARD	885.80
12/21/2023	CALIFORNIA COMMERCIAL POOLS INC	45,950.00
12/21/2023	CALIFORNIA STATE DEPT OF JUSTICE	64.00
12/21/2023	CERRITOS, CITY OF	20,362.50
12/21/2023	CINTAS CORPORATION	72.06
12/21/2023	CINTAS CORPORATION	177.74
12/21/2023	CITY LIGHT & POWER LKWD INC	8,619.00
12/21/2023	CLEANCOR HOLDINGS LLC DBA CLEANCOR LNG L	465.00
12/21/2023	CAMERON WELDING SUPPLY	169.23
12/21/2023	DG INVESTMENT INTERMEDIATE HOLDINGS 2 INC	18,866.00
12/21/2023	CORELOGIC INC	73.00
12/21/2023	CRAFCO INC	921.91
12/21/2023	DAHLIN GROUP INC	5,821.50
12/21/2023	DIAMOND ENVIRONMENTAL SERVICES LP	1,561.81
12/21/2023	DR OFFICE WORKS INC	71,008.02
12/21/2023	EDCO WASTE SERVICES LLC	525,672.29
12/21/2023	EDCO WASTE SERVICES LLC	14,576.66
12/21/2023	EMPLOYMENT DEVELOPMENT DEPT	40.00
12/21/2023	INTERNATIONAL E-Z UP INC	646.17
12/21/2023	FERGUSON ENTERPRISES INC	918.45
12/21/2023	GALLS PARENT HOLDINGS LLC	85.04
12/21/2023	GALPIN MOTORS INC	35,384.57
12/21/2023	GOLDEN STATE WATER COMPANY	2,747.18
12/21/2023	GRAINGER W W INC	59.83
12/21/2023	GROH, MARK LEE	400.00
12/21/2023	H & H NURSERY	117.14
12/21/2023	HACH COMPANY	741.87
12/21/2023	HACIENDA SOSEGADO LLC	10,836.50

**CITY OF LAKEWOOD  
SUMMARY CHECK REGISTER**

<b>CHECK DATE</b>	<b>VENDOR NAME</b>	<b>CHECK AMOUNT</b>
12/21/2023	HARA M LAWNMOWER CENTER	303.19
12/21/2023	HASS. BARBARA	975.00
12/21/2023	HOME DEPOT	5,685.93
12/21/2023	ICREATE GRAPHIX INC	382.29
12/21/2023	INTERNATIONAL ELECTRONIC ENTERPRISES INC	8,987.70
12/21/2023	ISES CORPORATION	4,975.00
12/21/2023	JHM SUPPLY INC	81.56
12/21/2023	JOHNSON. APRIL	352.45
12/21/2023	JONES RICHARD D. A PROF LAW CORP	17,252.50
12/21/2023	KIM. YVONNE	345.60
12/21/2023	LAKEWOOD CHAMBER OF COMMERCE	1,833.33
12/21/2023	LAKEWOOD. CITY OF	400.00
12/21/2023	LONG BEACH. CITY OF	1,544.23
12/21/2023	LOS ANGELES CO DIST ATTORNEY	51,738.25
12/21/2023	LOS ANGELES CO SHERIFFS DEPT	1,116,885.87
12/21/2023	LA COUNTY DEPT OF PUBLIC WORKS	9,400.04
12/21/2023	LA COUNTY DEPT OF PUBLIC WORKS	74,360.24
12/21/2023	MACRO AUTOMATICS	575.00
12/21/2023	MAGIC JUMP RENTALS INC	3,033.00
12/21/2023	MATHESON TRI-GAS INC	157.27
12/21/2023	MC MASTER-CARR SUPPLY CO	554.57
12/21/2023	MERRIMAC PETROLEUM INC	2,944.62
12/21/2023	NSWC MECHANICAL SERVICE LLC	2,922.00
12/21/2023	O'REILLY AUTOMOTIVE STORES INC	644.51
12/21/2023	OC VACUUM INC	5,074.50
12/21/2023	ODP BUSINESS SOLUTIONS LLC	312.50
12/21/2023	ONWARD ENGINEERING	11,375.00
12/21/2023	DY-JO CORPORATION	940.00
12/21/2023	PHASE II SYSTEMS INC	2,958.05
12/21/2023	UAG CERRITOS I LLC	96,763.20
12/21/2023	LC PRINGLE SALES INC	3,894.78
12/21/2023	PUN GROUP. THE LLP	7,500.00
12/21/2023	OUADIENT LEASING USA INC	854.84
12/21/2023	OUADIENT LEASING USA INC	984.49
12/21/2023	RAYVERN LIGHTING SUPPLY CO INC	83.54
12/21/2023	ROMBERG MILLING INC	1,243.62
12/21/2023	RTC MANUFACTURING INC	2,800.00
12/21/2023	S & J SUPPLY CO	1,172.40
12/21/2023	SAL'S PLUMBING INC	45.00
12/21/2023	BARRY SANDLER ENTERPRISES	159.65
12/21/2023	SECTRAN SECURITY INC	207.83
12/21/2023	SIEGEL. THEODORE	175.00
12/21/2023	SIGNAL HILL AUTO ENTERPRISES INC	308.26
12/21/2023	SITEONE LANDSCAPE SUPPLY LLC	1,174.80

**CITY OF LAKEWOOD  
SUMMARY CHECK REGISTER**

<b>CHECK DATE</b>	<b>VENDOR NAME</b>	<b>CHECK AMOUNT</b>
12/21/2023	SMART & FINAL INC	541.06
12/21/2023	SNAP-ON INDUSTRIAL	1,809.84
12/21/2023	SO CALIF SECURITY CENTERS INC	25.32
12/21/2023	MWB COPY PRODUCTS INC	115.76
12/21/2023	SOMERS ENTERPRISES INC	8,360.00
12/21/2023	COMPUTER & PERIPHERALS GROUP	890.55
12/21/2023	SOUTHERN CALIFORNIA EDISON CO	85,372.33
12/21/2023	SOUTHWEST PATROL INC	20,336.00
12/21/2023	STATE WATER RESOURCES CONTROL BOARD	58,994.00
12/21/2023	SUNBELT RENTALS INC	1,313.89
12/21/2023	SUPERIOR COURT OF CALIFORNIA	6,982.00
12/21/2023	SUPERIOR COURT OF CALIFORNIA	9,607.50
12/21/2023	T2 SYSTEMS INC	95.00
12/21/2023	TENG. WHEA-FUN	132.00
12/21/2023	TETRA TECH INC	1,830.00
12/21/2023	TGIS CATERING SVCS INC	17,253.11
12/21/2023	THE SALVATION ARMY	6,840.00
12/21/2023	TYLER TECHNOLOGIES MUNIS DIVISION	1,199.00
12/21/2023	U S BANK NATIONAL ASSOCIATION	48,812.39
12/21/2023	UNITED WATER WORKS INC	713.80
12/21/2023	HD SUPPLY INC	94.79
12/21/2023	VITAL RECORDS HOLDING LLC	321.71
12/21/2023	WATANABE. BRYCE	1,556.10
12/21/2023	WATER SYSTEM SERVICES LLC	195.00
12/21/2023	WATERLINE TECHNOLOGIES INC	2,868.45
12/21/2023	WAXIE ENTERPRISES INC	3,743.47
12/21/2023	WELLS C. PIPELINE MATERIALS	906.98
12/21/2023	WEST COAST ARBORISTS INC	23,159.40
12/21/2023	WEST COAST SAND AND GRAVEL INC	606.38
12/21/2023	WILLDAN ASSOCIATES	4,044.75
12/21/2023	WOOD RODGERS INC	4,583.75
12/21/2023	YARDNEY WATER MANAGEMENT SYSTEMS INC	448.00
12/21/2023	BALUNDO, NORMA	250.00
12/21/2023	CASTRO. EGBERT	40.00
12/21/2023	DEL VALLE TOT LOT	250.00
12/21/2023	FREEDOM FOREVER	199.28
12/21/2023	FREEDOM FOREVER	199.28
12/21/2023	GALURA. CHRISTINE	240.00
12/21/2023	KAWAMURA. GENI	250.00
12/21/2023	LAKEWOOD GARDEN CLUB	250.00
12/21/2023	LINDSEY. JESSICA	5.00
12/21/2023	LOPEZ. EDDIE	46.38
12/21/2023	SJ EQUESTRIAN LLC	2,251.20
12/21/2023	TAPALES. JOSEPHINE	250.00

**CITY OF LAKEWOOD  
SUMMARY CHECK REGISTER**

<u>CHECK DATE</u>	<u>VENDOR NAME</u>	<u>CHECK AMOUNT</u>
12/21/2023	TIMMONS SUBARU	10,728.59
12/21/2023	TOTALLY GREEN BUILDERS & REMODELING INC	17,886.50
	<b>Total:</b>	<b>2,665,293.52</b>

**CITY OF LAKEWOOD  
SUMMARY ACH/WIRE REGISTER DECEMBER 2023**

<b>ACH date</b>	<b>Amount</b>	<b>Recipient</b>	<b>Purpose</b>	<b>Period</b>
12/1/23	\$1,250.88	The Technology Depot	Communications Services 1 of 2	December 2023
12/4/23	\$125,425.29	CalPERS	Employee Medical Premiums	December 2023
12/7/23	\$124,142.50	CalPERS	Payroll - Retirement Plan	Nov 12-25, 2023
12/8/23	\$206.78	Meals on Wheels	Online Donations	Oct-Nov 2023
12/8/23	\$706.66	LB Meals on Wheels	Monthly Contribution	October 2023
12/13/23	\$632,935.42	Various	Employee Payroll	Nov 26-Dec 9, 2023
12/13/23	\$116,564.51	IRS via F&M	Payroll - Federal Taxes	Nov 26-Dec 9, 2023
12/14/23	\$33,038.25	EDD	Payroll - State Taxes	Nov 26-Dec 9, 2023
12/15/23	\$3,191.71	MidAmerica	Retiree Medical Benefit	Nov 26-Dec 9, 2023
12/15/23	\$14,991.58	VOYA	Payroll -Deferred Compensation	Nov 26-Dec 9, 2023
12/15/23	\$35,916.70	VOYA	Payroll - Deferred Compensation	Nov 26-Dec 9, 2023
12/15/23	\$3,425.00	PARS via U.S. Bank	Payroll - Retirement Plan 1 of 2	Nov 26-Dec 9, 2023
12/15/23	\$4,580.31	PARS via U.S. Bank	Payroll - Retirement Plan 2 of 2	Nov 26-Dec 9, 2023
12/15/23	\$2,293.88	The Technology Depot	Communications Services 2 of 2	December 2023
12/15/23	\$706.66	LB Meals on Wheels	Monthly Contribution	November 2023
12/19/23	\$25,417.26	MidAmerica	Retiree Medical Benefit	December 2023
12/21/23	\$125,452.86	CalPERS	Payroll - Retirement Plan	Nov 26-Dec 9, 2023
12/22/23	\$254,074.00	CalPERS	Retirmnt-Unfunded Accrued Liab	December 2023
12/27/23	\$112,790.11	IRS via F&M	Payroll - Federal Taxes	Dec 10-23, 2023
12/27/23	\$627,403.49	Various	Employee Payroll	Dec 10-23, 2023
12/28/24	\$31,629.60	EDD	Payroll - State Taxes	Dec 10-23, 2023

Council Approval

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Date

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City Manager

Attest:

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City Clerk

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Director of Finance & Administrative Services

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## COUNCIL AGENDA

January 23, 2024

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

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

### INTRODUCTION

A brief update is provided for City Council review on the activities of the following standing committees: Community Promotions, Public Safety, and Capital Improvement Plan Committees.

### STATEMENT OF FACT

**On November 11, 2023, the Community Promotions Committee met and discussed:**

#### Utility Box Art Beautification Pilot Program

Staff updated the committee on the status of the pilot program and recommended starting with five utility boxes per year using historical photos. A small committee comprised of Historian Emeritus Don Waldie, a few staff members and representatives from each of the city's three commissions will help to select the photos to use.

Sample 3-D models shared with the group were created by combining historical photos with recent images to create more diverse and modern representations of life in Lakewood, with original photos are their natural sepia tone paired with new images in full color. A QR code will be included on the boxes to provide details and historical significance of the photos

Estimate cost per box is \$1,500-\$2,000 with a lifespan of about 5-7 years. Project will begin with five boxes and five more boxes will be added at the six month mark. The goal is to add five boxes per year. After five years, the state of the boxes will be evaluated to determine whether to recycle the ones that are aging or if more should be added.

Chairperson Chase and Member Pe agreed to staff recommendations and moving forward to take these ideas to council for approval.

#### Lead'Her Wednesdays Series

Staff provided an introduction of a proposed 4-part city-led leadership series in recognition of Women's History Month, to begin in March 2024, which is scalable and can be pared down or reshaped to fit the first offering until interest by the community is gauged. A brief overview of the vision behind Lead'Her Wednesdays, celebrating women's strength and diversity, was provided. The vision is to have a series of learning and empowerment sessions including leadership development, civic engagement, health and wellness, beauty, socialization, networking to running and opening small businesses, which will provide opportunities for women looking to learn and expand their horizons in the city of Lakewood. Part of the series offers an opportunity to recognize

high school students, and all of the high schools in Lakewood will be encouraged to participate. This series offers partnerships with community leaders, non-profits and service organizations. Outlines of all four sessions were described and sample logos were provided for review.

#### 70<sup>th</sup> Anniversary City Celebration Plans

Staff provided a background on the planning of how to celebrate the 70<sup>th</sup> anniversary. An announcement of the celebration plans would be kicked off at the annual State of the City event in January and publicized through traditional channels for the months leading up to the anniversary date of April 16.

A special anniversary event will be held at the Weingart Senior Center on the actual anniversary date as has been customary for past anniversaries, with a visit by Woody the Tree (the anniversary mascot) and an anniversary cake to cap off the event. Emagazines containing trivia contests and quizzes along with historical storytelling will be sent out weekly. 70<sup>th</sup> anniversary letterhead and podium seals will help celebrate the occasion. Samples of the logo were provided for review.

The biggest event would be a community-wide movie night featuring the screening of "Back to the Future" on Saturday, April 20 at Mayfair Park. Free ice cream will be offered as one of the attractions, along with 70<sup>th</sup> anniversary branded swag. CityTV is working on an anniversary video to show at the beginning of the event, as well as a video called "A Day in Lakewood" showing the city from sun up to sundown, which has been done every five years for the last three or four anniversaries.

A budget of \$20,000 is recommended for this event and will go before the full council as a mid-year adjustment. The Committee indicated its support of the recommendation.

#### **On December 7, 2023, the Public Safety Committee met and discussed:**

##### Crime Trends and Statistics

Overall, Part 1 Crimes are down. At Lakewood Center, the number of crimes have decreased as well. Copper wire theft occurred at the vacant Hometown Buffet and Fuddruckers buildings. Suspects could not be identified due to poor quality surveillance footage.

##### Abatement Deputy Update

Updates were provided on several locations. Outreach services were offered alongside Homeless Services Liaison. The limit of available beds at Bell Shelter has been reached. Staff is monitoring numbers for possible contract modification. Care Court details were discussed.

##### Community Prosecutor Program Update

Updates were provided on various locations. Deputy District Attorney attended court matters for incidents in Lakewood. Deputy District Attorney and Special Assignment Officer Sergeants have been working on keeping personnel updated on repeat offenders and on latest revisions to Zero Bail issues.

Public Safety Department Update

Community Safety Officer recruitments progressed through the final stages. Neighborhood Watch meetings were well attended. Two Emergency Response Training debrief meetings were held with staff. Feedback provided will be used to construct next year's training.

Public Outreach

Award of Valor video clips will be shared with residents. Holiday safety tips will be shared. Homeless assistance success stories and the city's traffic safety efforts will be publicized. Staff is preparing for upcoming State of the City event.

Follow-Up Items

Staff suggested for the next Public Safety Committee meeting to be rescheduled for a later date in January. Chairman Rogers agreed.

Miscellaneous

A public guest brought attention to locations of homeless activity. Abatement Deputy will monitor and revisit areas.

**On December 11, 2023, the Capital Improvement Plan Committee met and discussed:**

Alternative Contracting for Energy Projects – Government Code 4217

Reports were presented by executives from Siemens Energy and Southland Industries.

Siemens Energy executives presented on energy improvements. The proposed scope of work is to conduct LED lighting interior and exterior improvements at the Civic Center, Mayfair Park, Weingart Senior Center, and the Water Yard, with minimal HVAC improvements at City Hall, and replacement of all of the HVAC units at Weingart Senior Center. In addition, they are proposing a new facilities control system for lighting and HVAC for the sites listed above. Finally, they are proposing the replacement of the solar panels at the city water yard and the addition of new carport solar system at the city water yard. The Siemens Energy project is proposed to be funded through a Power Purchase Agreement (PPA).

Executives from Southland Industries presented on completing the projects that have already been designed and slated for the electrical, HVAC, and roof infrastructure improvements project at Arbor Yard, Biscailuz Park, Burns Community Center, San Martin Park, Monte Verde Park, Nye Library and Bloomfield Park as well as adding the Civic Center buildings where much of the HVAC equipment and roofs are due for replacement in the next two years, but design engineering has not yet been completed. Their proposed scope of work includes addition of new facility controls and LED lighting improvements at all the listed facilities. For the projects already designed, Southland proposes to do value engineering and corrections as necessary. For the projects not yet designed, their design work would start from the beginning.

Staff and the CIP Committee members will put together a strategy to take to the January Council Meeting.

CIP Project Updates

*Weingart Sr. Center Improvements* – Dahlin Group has submitted the plans to final plan check. Staff will be bringing the proposal to provide project and construction management for the pre-bid, bid, and contract execution phases of the project, from our consultant Ardurra, to council for approval at the December 12, 2023 meeting.

*Palms Community Center Improvements* – Dahlin Group submitted the construction set of drawings for the improvements and staff has requested a proposal from consultant Ardurra for a constructability review, concurrently with staff review of the plans.

*Mayfair Water Capture Project* – The water sampling required by Los Angeles County Public Health Department is expected to continue through April of 2024 in order to satisfy the Department of Public Health. In addition, Golden Meter is preparing a report to submit to LACSD (LA County Sanitation District) to satisfy the permit requirements.

*City Hall Modular Office Improvements* – The contracted scope of work is mostly complete. The only pending items are the installation of the new gates on the east and west sides of the trailer. Staff is working with SCE to upgrade the electrical service to the trailer.

*Centre Lighting, Ceiling, Carpet, and Painting Improvements* – Construction is substantially completed with the exception of the programming of the Leviton lighting control panel, which is expected to take place on October 30 and October 31. The painting and carpet improvements were completed in September.

*City Hall and Centre Generator Modernization* – The plans are being modified. Staff has requested to swap the generator to a Kohler generator which is easier to maintain, with more readily available replacement parts.

*Rynerson Park Bridge – Equestrian Trail* – The refabrication of the two bridges over Gridley Channel at Studebaker are complete. Staff reached out to Excel Bridge to ask for a proposal for the refurbishment of the bridge at the interior of the park, south of the most southerly restroom, and over the equestrian trail. Structural repairs are necessary, and the decking is recommended to be upgraded to the recycled plastic lumber used for the new decking improvements at the other bridges. Excel submitted a proposal, for a total cost of \$114,000, excluding applicable taxes. The work would take place at their facility off site. Funds are available for this work in the CIP Annual Maintenance account. Staff seeks the guidance of the CIP Committee on how to address the “equestrian trail” bridge at Rynerson Park.

**RECOMMENDATION**

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

Thaddeus McCormack *PB fm TM*  
City Manager

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## COUNCIL AGENDA

January 23, 2024

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

**SUBJECT:** AB 1234 Meeting Report

### INTRODUCTION

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

### STATEMENT OF FACT

- Mayor Ariel Pe and Council Member Jeff Wood attended the annual California Contract Cities Association Legislative Tour on January 8-9, 2024 in Sacramento. More than twenty state legislators and state officials made presentations to the attendees regarding their legislative priorities for the current session. In between those presentations, Lakewood officials met with Assembly Member Anthony Rendon and Senator Lena Gonzalez to communicate the city's legislative concerns relating to public safety, the state budget deficit, and social media concerns.
- Mayor Ariel Pe attended the annual United States Conference of Mayors Winter Meeting on January 17-19, 2024 in Washington, D.C. Key issues that were discussed at the conference were: the mental health crisis, public safety, housing and homelessness, technology and innovation, workforce development, and infrastructure investment. Outside of the meetings, Lakewood officials met with Congresswoman Michelle Steel, Congresswoman Nanette Barragan, Congressman Robert Garcia, Senator Alex Padilla and Senator Laphonza Butler. Officials also met with Department of Transportation representatives. At these meetings, city officials communicated the city's concerns with public safety, provided an update on American Rescue Plan Act funds, and presented potential funding requests.

### RECOMMENDATION

That the City Council receive and file this report.

Paolo Beltran **PB**  
Deputy City Manager

Thaddeus McCormack **PB for TM**  
City Manager

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**COUNCIL AGENDA**

January 23, 2024

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

**SUBJECT:** Monthly Report of Investment Transactions – December 2023

**INTRODUCTION**

In accordance with California Government Code Section 53607, the City Council has delegated to the City Treasurer the responsibility to invest or to reinvest funds, or to sell or exchange securities 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-Dec-23	\$2,000,000.00	CAMP POOL	Purchase	5.550%
01-Dec-23	156,001.57	CAMP POOL	Interest	5.550%
01-Dec-23	2,163.00	CORP	Interest	0.824%
01-Dec-23	4,208.75	CORP	Interest	4.550%
01-Dec-23	1,811.25	CORP	Interest	3.150%
01-Dec-23	392.00	FNMA	Interest	0.560%
01-Dec-23	1,181.25	CORP	Interest	1.350%
03-Dec-23	780.00	CORP	Interest	0.800%
05-Dec-23	438,278.25	TREAS	Purchase	1.375%
05-Dec-23	442,088.99	TREAS	Purchase	1.125%
05-Dec-23	88,507.75	CORP	Sell	2.150%
05-Dec-23	9,785.78	CORP	Sell	0.450%
05-Dec-23	369,653.55	CORP	Sell	2.150%
05-Dec-23	371,220.85	SUPRA	Sell	0.500%
07-Dec-23	209,566.77	FNMA	Purchase	4.860%
14-Dec-23	187,265.48	CORP	Sell	4.000%
14-Dec-23	91,666.00	CORP	Sell	4.600%
15-Dec-23	106.33	ABS	Interest	0.580%
15-Dec-23	8.21	ABS	Interest	0.500%
15-Dec-23	1,583.33	ABS	Interest	5.000%

Monthly Investment Transactions

January 23, 2024

Page 2

Date	Amount at Cost	Investment	Transaction	Rate*
15-Dec-23	876.71	ABS	Interest	3.970%
15-Dec-23	833.38	ABS	Interest	3.390%
15-Dec-23	1,130.83	ABS	Interest	5.900%
15-Dec-23	1,372.88	ABS	Interest	5.230%
15-Dec-23	\$518.92	ABS	Interest	4.790%
15-Dec-23	1,683.29	ABS	Interest	5.690%
15-Dec-23	366.00	ABS	Interest	3.660%
15-Dec-23	69.76	ABS	Interest	0.550%
15-Dec-23	8.49	ABS	Interest	0.380%
15-Dec-23	1,311.50	ABS	Interest	5.160%
15-Dec-23	862.00	ABS	Interest	4.310%
15-Dec-23	247.00	ABS	Interest	1.040%
15-Dec-23	375.83	ABS	Interest	4.510%
15-Dec-23	387.50	ABS	Interest	4.650%
15-Dec-23	359.67	ABS	Interest	3.320%
15-Dec-23	902.42	ABS	Interest	4.420%
15-Dec-23	365.33	ABS	Interest	5.480%
15-Dec-23	446.42	ABS	Interest	4.870%
15-Dec-23	501.21	ABS	Interest	5.230%
15-Dec-23	1,221.21	ABS	Interest	5.530%
15-Dec-23	5.18	ABS	Interest	0.340%
15-Dec-23	23.82	ABS	Interest	0.520%
15-Dec-23	637.00	ABS	Interest	5.460%
15-Dec-23	3,688.89	ABS	Paydown	0.380%
15-Dec-23	9,554.28	ABS	Paydown	0.550%
15-Dec-23	2,024.92	ABS	Paydown	0.340%
15-Dec-23	3,366.08	ABS	Paydown	0.500%
15-Dec-23	4,946.38	ABS	Paydown	0.520%
16-Dec-23	363.33	ABS	Interest	5.450%
17-Dec-23	362.50	ABS	Interest	0.500%
18-Dec-23	2.63	ABS	Interest	0.370%
18-Dec-23	1,104.54	ABS	Interest	5.410%
18-Dec-23	186.50	ABS	Interest	3.730%
18-Dec-23	5,195.44	ABS	Paydown	0.370%
19-Dec-23	302,624.48	CORP	Purchase	1.050%
19-Dec-23	89,685.55	CORP	Sell	3.550%

Monthly Investment Transactions  
January 23, 2024  
Page 3

Date	Amount at Cost	Investment	Transaction	Rate*
19-Dec-23	180,338.93	CORP	Sell	2.250%
19-Dec-23	59,182.07	CORP	Sell	3.100%
20-Dec-23	6,153,271.23	CAMP TERM	Sell	5.550%
20-Dec-23	6,153,271.23	CAMP POOL	Purchase	5.550%
20-Dec-23	18.75	ABS	Interest	0.500%
20-Dec-23	149.20	ABS	Paydown	0.500%
21-Dec-23	\$192,302.00	FNMA	Purchase	5.000%
21-Dec-23	96,309.87	TREAS	Purchase	0.500%
21-Dec-23	93,722.63	CORP	Sell	4.875%
25-Dec-23	1,501.00	FNMA	Interest	4.740%
25-Dec-23	1,074.67	FNMA	Interest	3.224%
25-Dec-23	605.72	FNMA	Interest	3.750%
25-Dec-23	767.02	FNMA	Interest	3.347%
25-Dec-23	1,505.94	FNMA	Interest	4.819%
25-Dec-23	1,472.50	FNMA	Interest	4.650%
25-Dec-23	514.69	FNMA	Interest	2.745%
25-Dec-23	1,520.00	FNMA	Interest	4.800%
25-Dec-23	862.23	FNMA	Interest	2.653%
25-Dec-23	1,094.51	FNMA	Interest	3.243%
25-Dec-23	591.38	FNMA	Interest	5.069%
25-Dec-23	1,171.92	FNMA	Interest	3.430%
25-Dec-23	1,131.67	FNMA	Interest	4.850%
25-Dec-23	1,309.38	FNMA	Interest	4.190%
25-Dec-23	1,211.64	FNMA	Interest	4.777%
25-Dec-23	296.29	ABS	Interest	5.470%
25-Dec-23	411.04	FNMA	Paydown	3.347%
25-Dec-23	105.06	FNMA	Paydown	3.750%
25-Dec-23	190.03	FNMA	Paydown	4.777%
27-Dec-23	4,106,438.36	CAMP TERM	Sell	5.550%
27-Dec-23	4,106,438.36	CAMP POOL	Purchase	5.550%
31-Dec-23	787.50	TREAS	Interest	0.375%
31-Dec-23	918.75	TREAS	Interest	0.875%
31-Dec-23	10,656.25	TREAS	Interest	3.875%

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

## **INVESTMENT GLOSSARY**

### **ABS (Asset-Backed Securities)**

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

### **AGENCY (U.S. Government Agency Issues)**

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

### **BOND (Municipal Bonds or Note)**

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

### **CAMP (California Asset Management Program) Pool and Term**

A Joint Powers Authority established in 1989 by the treasurers and finance directors of several California public agencies to provide an investment tool at a reasonable cost. Participation is limited to California public agencies. The Pool option offers daily liquidity with a variable rate of return. In recent years the Term option was added offering an investment tool for a fixed period (up to one year) and a fixed rate of return.

### **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 December 2023.

  
Jose Gomez  
Director of Finance & Administrative Services

Thaddeus McCormack *PB for TM*  
City Manager

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**COUNCIL AGENDA**

January 23, 2024

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

**SUBJECT:** Proposition A Transit Fund Exchange and Assignment Agreement

**INTRODUCTION**

As in past years, the City of Lakewood has surplus Proposition A (Prop A) Transit Funds that exceed current operational needs and may be exchanged for General Fund monies. Conversely, the City of West Hollywood has transit-related needs beyond its available fund allocation and has expressed interest in acquiring Prop A funds from the City of Lakewood.

**STATEMENT OF FACTS**

Since 2010, the City has exchanged surplus Prop A funds annually with various cities in the region. In the past twelve years, the exchange has been with the City of West Hollywood.

The City of Lakewood receives approximately \$1.5 million annually in Prop A funds and has accumulated funds from prior years. Through a Proposition A Transit Fund Exchange and Assignment Agreement, the cities are requesting an exchange where the City of Lakewood would provide \$2 million in accumulated Prop A funds in exchange for \$1,400,000 of General Fund monies from the City of West Hollywood. Therefore, the exchange would be at \$.70 of General Fund monies for every one dollar in Prop A funds. This rate is consistent with that of other exchanges in the county.

**STAFF RECOMMENDATION**

It is recommended that the City Council approve the Proposition A Transit Fund Exchange and Assignment Agreement with the City of West Hollywood, and authorize the City Manager and Director of Finance & Administrative Services to execute the Agreement.

  
Jose Gomez  
Director of Finance & Administrative Services

Thaddeus McCormack *PB for TM*  
City Manager

ASSIGNMENT AGREEMENT  
PROPOSITION A LOCAL RETURN FUND EXCHANGE

This Assignment Agreement is made and entered into this 23<sup>rd</sup> day of January, 2024, by the City of Lakewood, California and the 22<sup>nd</sup> day of January, 2024 by the City of West Hollywood, California with respect to the following facts:

A. The City of West Hollywood provides fixed services, demand-response services as well as bus pass and on-demand transportation subsidies to serve people with disabilities and the general public. Given the grave traffic congestion and parking problems of the City, West Hollywood is committed to reducing auto dependency by providing alternative modes of transportation. Adequate Proposition A Local Return funding for transit services is not available given the limited amount of West Hollywood's Local Return allocation and the needs of other priority transit projects in the City.

B. The City of Lakewood has uncommitted Proposition A Local Return funds which could be made available to West Hollywood to assist in providing the services discussed in Paragraph A of this Agreement. In exchange for the assignment by West Hollywood of the amount of its general funds indicated in Section 1 below, the City of Lakewood is willing to assign uncommitted Proposition A Local Return funds to West Hollywood for the purpose identified in Paragraph A.

Now, therefore, in consideration of the mutual benefits to be derived by the parties and of the premises herein contained, it is mutually agreed as follows:

1. Exchange. The City of Lakewood agrees to assign a total of \$2,000,000 of its Proposition A Local Return funds to West Hollywood. \$1,975,375 of this total is from Fiscal Year 2022-2023 and the balance \$24,625 are funds allocated from the FY 2023-2024 Fiscal Year. In return, West Hollywood agrees to assign \$1,400,000 of its general funds to the City of Lakewood. The exchange rate is \$.70/\$1.00.

2. Consideration. The City of Lakewood shall assign the agreed upon Proposition A Local Return funds to West Hollywood in one lump-sum payment. West Hollywood shall assign the agreed upon general funds to the City of Lakewood in one lump-sum payment. The payments shall be due and payable upon execution of this Agreement, and upon approval by Los Angeles County Metropolitan Transportation Authority (LACMTA) of the City of West Hollywood's project description. Each payment shall be based on the exchange rate in accordance with the exchange rate described in Paragraph 1 (above).

3. Term. This Agreement is effective on the date above written and for such time as is necessary for both parties to complete their mutual obligations under this Agreement.

4. Termination. Termination of this Agreement may be made by either party so long as written notice of intent to terminate is given to the other party at least five (5) days prior to the termination.

5. Notice Notices shall be given pursuant to this Agreement by personal service on the party to be notified, or by written notice upon such party deposited in the custody of the United States Postal Service addressed as follows:

A. Thaddeus McCormack  
City Manager  
City of Lakewood  
5050 Clark Ave.  
Lakewood, CA 90712

B. David Wilson  
City Manager  
City of West Hollywood  
8300 Santa Monica Blvd.  
West Hollywood, CA 90069

6. Assurances

A. West Hollywood shall use the assigned Proposition A Local Return funds only for the purpose of providing the services discussed in Paragraph A of this Agreement and within the time limits specified in LA Metro's Proposition A Local Return Program Guidelines.

B. Concurrently with the execution of this Agreement, West Hollywood shall provide LAC Metro with the Standard Assurances and Understandings Regarding Receipt and Use of Proposition A funds specified in the Guidelines regarding the use of the assigned Proposition A Local Return funds.

Assignment Agreement  
City of Lakewood Approval: January 23, 2024  
City of West Hollywood Approval: January 22, 2024

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, duly authorized, by the City of Lakewood on January 23, 2024 and by the City of West Hollywood on January 22, 2024.

CITY OF LAKEWOOD

CITY OF WEST HOLLYWOOD

BY \_\_\_\_\_  
Jose Gomez, Director of Finance &  
Administrative Services

BY: \_\_\_\_\_  
Lorena Quijano, Director of  
Finance and Technology Services

BY: \_\_\_\_\_  
Thaddeus McCormack , City Manager

BY: \_\_\_\_\_  
David Wilson, City Manager

ATTEST:

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

BY: \_\_\_\_\_  
Melissa Crowder, City Clerk

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## **COUNCIL AGENDA**

January 23, 2024

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

**SUBJECT:** Purchase of Smart Irrigation Equipment for Del Valle, San Martin, and Mae Boyar Parks

### **INTRODUCTION**

On December 12, 2023, the City Council approved and authorized the mayor to sign the Expense Reimbursement Agreement with Central Basin Municipal Water District (Central Basin) for an amount up to \$110,000 to complete water efficiency projects at San Martin, Mae Boyar and Del Valle parks. Provided this grant funding staff can now proceed with the purchase and installation of irrigation systems which will create water savings at three city parks.

### **STATEMENT OF FACT**

In January of 2023, staff invited three industry-leading irrigation companies; Calsense, Rain Bird, and Rain Master, to conduct a city-wide assessment of the irrigation systems in city parks and on street medians. Staff sought irrigation systems that would allow staff to irrigate landscaped areas efficiently and control irrigation remotely. Calsense and Rain Bird accepted the invitation but Rain Master did not respond.

Calsense and Rain Bird have good reputations in their industry and both companies can supply equipment which is advertised to improve water efficiency. Rain Bird recommended that the city continue to install its Rain Bird IQ system which is currently installed at Biscailuz, Bloomfield, Bolivar, Cherry Cove, and Monte Verde parks along with Phase III of the West San Gabriel River Nature Trail. Staff hoped that Rain Bird would recommend an upgraded version of this product since staff has experienced communication and connectivity issues with the existing system. In addition to these problems, staff has yet to realize substantial water savings using the Rain Bird IQ system.

Calsense's recommended system is slightly more expensive than Rain Bird's but is an excellent alternative for city staff to explore provided grant funding from Central Basin. Calsense has an excellent reputation and comes highly recommended by neighboring cities, including Norwalk and Walnut. Calsense has offered to send Calsense staff out to assist with equipment installation and training of city staff should their product be selected. Additionally, the ease of use with Calsense controllers and the highly responsive customer service is another reason Lakewood chose Calsense over other irrigation systems manufacturers.

To complete the water efficiency projects at San Martin, Mae Boyar and Del Valle parks, staff solicited quotes for the purchase of Calsense irrigation system components from SiteOne, Aqua-

Purchase of Smart Irrigation Equipment for Del Valle, San Martin, and Mae Boyar Parks  
January 23, 2024  
Page Two

Flo Supply, Landscape Supply, Ewing, JHM Landscape, and Imperial Sprinkler Supply. SiteOne and Aqua-Flo were the only vendors to provide a quote and demonstrate that they had all the requested supplies available for immediate receipt. The quotes received are noted below:

1. Aqua-Flo \$93,790.74
2. SiteOne \$85,950.00

**RECOMMENDATION**

It is recommended that the City Council authorize the purchase of irrigation equipment and supplies from SiteOne in an amount not to exceed \$85,950 in order to complete water efficiency projects at San Martin, Mae Boyar and Del Valle parks using grant funds provided by Central Basin Municipal Water District.

Valarie Frost **VF**  
Director of Recreation and Community Services

Thaddeus McCormack **PB for TM**  
City Manager

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**COUNCIL AGENDA**

January 23, 2024

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

**SUBJECT:** Purchase of Shavings for Lakewood Equestrian Center

**INTRODUCTION**

City staff assumed the managerial and operational responsibilities for the Lakewood Equestrian Center on November 1, 2023. In the city’s effort to provide continuity of service for horse care and equestrian activities at the Lakewood Equestrian Center (LEC), the Lakewood City Council approved a revenue and expenditure budget at the council meeting on October 24, 2023.

**STATEMENT OF FACT**

Providing horse boarding stalls and related horse care is a primary function of the Lakewood Equestrian Center. Horses in boarding are fed twice a day, receive shavings (bedding) for their horse stall once per week and have their horse stall cleaned of manure each day. There is a monthly fee charged to customers for the services. Boarding rates are dependent on the size of the boarding stall, the type of horse feed provided, and relative charges for additional services—such as extra shavings and additional horse feed—as requested by the horse owner.

To provide shavings to boarded horses, an adequate stock of shavings needs to be readily available at the equestrian center.

City staff previously secured pricing for shavings from four local distributors: Romberg Milling, Crown Shavings, Artesia Shavings and Hermes. Following is a summary of unit pricing for shavings from these distributors. The unit pricing does not include sales tax and shipping as delivery to the Lakewood Equestrian Center is dependent on the amount of product ordered at a time coupled with fuel charges.

<b>Shavings/10cu. Bag</b>	<b><i>Crown Shavings</i></b>	<b><i>Artesia Shavings</i></b>	<b><i>Hermes</i></b>	<b><i>Romberg Milling</i></b>
	\$7.60	\$10.20	\$6.35	\$9.75

Since staff’s council report on November 14, 2023, Klassen Wood Company has provided a lower price for shavings. Klassen’s pricing for a 10cu. bag of shavings is \$4.94 per bag, which is \$1.41 less per bag than Hermes, the lowest previous vendor. Klassen’s product is also a preferred product over that provided by Hermes.

**SUMMARY**

Funds for the purchase shavings are available in the FY24 budget. In line with the city's purchasing policy, staff had secured pricing from at least three providers for the commodity and has since gained more competitive pricing from another vendor. Purchases for shavings will be requisitioned on an as needed basis, dependent on the number of horses in boarding at the Lakewood Equestrian Center. Furthermore, staff will continue to gain knowledge and experience in purchasing shavings, recognize the cyclical needs of the horses in boarding and identify new product distributors to secure the best pricing and quality of products for fiscal management of the Lakewood Equestrian Center.

**RECOMMENDATION**

It is recommended that the City Council authorize the purchase of shavings from Klassen in an amount not to exceed \$77,421 for the purpose of purchasing shavings for horses boarded at the Lakewood Equestrian Center.

Valarie Frost *VF*  
Director of Recreation and Community Services

Thaddeus McCormack *PB for TM*  
City Manager

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**COUNCIL AGENDA**

January 23, 2024

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

**SUBJECT:** Transportation Agreement with Nada Bus, Incorporated

**INTRODUCTION**

In April 2019, the City of Lakewood published a request for proposals for charter bus services for transportation services to support the city's youth and adult travel trips. Upon review of proposals, Nada Bus, Incorporated was viewed as the best of two companies which submitted proposals for services based on a variety of rating criteria.

**STATEMENT OF FACT**

The City of Lakewood has contracted with Nada Bus, Incorporated to provide charter bus services for the city's Adult Travel Trip program, and several youth trips. Nada has demonstrated competitive fees, while maintaining a well-kept and large fleet of buses. Additionally, an impressive tour of their facility and a successful and professional interview with their company representative, as well as a review of submitted references, further supported this selection. As a result, the City of Lakewood has entered a new 18 month agreement with Nada for charter bus services beginning on January 23, 2024, and ending on June 30, 2025.

**RECOMMENDATION**

Staff recommends that the City Council approve the 18 month agreement with Nada Bus, Incorporated to contract services from the carrier for the period of January 23, 2024 to June 30, 2025.

Valarie Frost, Director *VF*  
Recreation and Community Services

Thaddeus McCormack *PB for TM*  
City Manager

## CHARTER BUS AGREEMENT

THIS AGREEMENT is made and entered into this the 23<sup>rd</sup> day of January, 2024, by and between the City of Lakewood, a Municipal Corporation (hereinafter referred to as "City" or "the City") and Nada Bus, Inc. (hereinafter referred to as "Carrier").

### WITNESSETH

**WHEREAS**, City wishes to retain Carrier for transportation of participants and staff to varying destinations as part of City's Travel Program and Youth Excursion Program.

**WHEREAS**, Carrier provides motor coach and related services, is an independent contractor and is willing to perform hereunder in accordance with the terms and conditions hereinafter set forth;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

#### **A. CARRIER REPRESENTATIONS, WARRANTIES AND RESPONSIBILITIES**

Carrier represents and warrants the following:

1. That all buses and equipment necessary to fulfill this charter bus contract are clean, in good working order, and conform with proper standards of the industry.
2. That all driving staff provided are properly certified and licensed under the laws, rules and regulations of any authority having jurisdiction, if so required by such laws, rules and regulations. Carrier further represents that it is properly licensed under all applicable laws and rules.
3. That all driving staff provided have been drug tested in compliance with any applicable laws, rules and regulations of any authority having jurisdiction, if so required by such laws, rules and regulations.
4. That all driving staff provided confirm to all applicable requirements for motor carrier drivers.
5. That all driving staff provided are prepared with routing information.
6. That the driver will refrain from the use of tobacco products while on excursions, during routes, or in view of participants. Tobacco products include cigarettes, cigars, pipes, smokeless tobacco and chewing tobacco. Any tobacco products possessed by drivers shall be out of sight at all times when on duty, or in the bus. This policy also prohibits the appearance of tobacco products, tobacco use or tobacco brands on drivers clothes.
7. That it will disqualify as a bus driver any person who has committed: Any felony crime involving the physical neglect of a child, the physical injury or death of another person including a child, sexual exploitation of a child; sexual offenses against other persons and where a minor is the victim; promoting prostitution of a minor; the sale or purchase of a minor, felonies, acts of terrorism or violation of similar laws. The responsibility for checking bus drivers' criminal backgrounds to ensure they have not been convicted of any of the aforementioned or related crimes is an ongoing responsibility, which lies solely upon Carrier.
8. That Carrier will inform the City of any delays or potential delays as soon as possible. Communication of any delay is very important.
9. That all of the services to be performed by Carrier under or pursuant to this contract shall be of the standard and quality which prevail among similar businesses and organizations of superior knowledge and skill engaged in providing similar services under the same or similar circumstances.

10. That Carrier has all necessary corporate power and has received all necessary corporate approvals to execute and deliver this contract and the individual executing this contract on behalf of the Carrier has been duly authorized to act for and bind the company.
11. The Carrier acknowledges that the City is allowing the use of the Carrier's standard forms (such as purchase order, acknowledgements of Orders, and Invoices) to administer its dealings under this Agreement for convenience purposes but all provisions thereof shall be deemed stricken.
12. Carrier acknowledges that no subcontracting is to be permitted unless written consent is received from the City's Community Transportation Supervisor or his/her designee prior to transfer.
13. Carrier further acknowledges that if subcontracting is necessary, Carrier agrees that the subcontractor will provide equipment, services and has insurance comparable to, equivalent to or better than Carrier. Carrier remains liable to client.

B. **PAYMENT.** City agrees to pay Carrier a total fee for actual services performed under this agreement per charter reservation. The total fee shall be paid within 15 **business days** of receipt of Carrier's invoice and satisfactory performance.

C. **COMPLIANCE WITH LAW.** Carrier warrants that all laws, rules and regulations of duly constituted authorities having jurisdiction over its activities shall be complied with by the Carrier and its drivers.

D. **TERM AND TERMINATION.** The term of this agreement shall be 18 months, terminating on June 30, 2025, unless terminated earlier by the City as provided in this section. The parties have the right to terminate this Agreement upon written notice to the other for any reason upon thirty (30) days' notice.

E. **BREACH.** Upon the City's knowledge of a material breach by Carrier, the City shall either:

1. Provide an opportunity for the Carrier to cure the breach or end the violation and terminate the Agreement if Carrier does not cure the breach or end the violation within the time specified by the City; or
2. Immediately terminate this Agreement if Carrier has breached a material term of this Agreement and cure is not possible.

F. **CONFLICT OF INTEREST.** Carrier affirms that there exists no actual, potential or appearance of conflict between Carrier's family, businesses, or financial interest and Carrier's performance of services as described herein.

G. **LIMITATION OF LIABILITIES.** Except for the obligation of the City to pay Carrier pursuant to the terms of this contract, the City shall have no liability to the Carrier or to anyone claiming through or under this contract by reason of the execution or performance of this contract.

H. **INDEMNIFICATION.** To the fullest extent permitted by law, Carrier shall and does hereby indemnify, protect, defend with counsel approved by the City, and hold harmless the City, its respective agents, officers, trustees, directors, attorneys, employees, representatives (collectively "Indemnitees") from and against all damages, losses, liens, cause of action, suits, judgments, expenses (including attorney's fees), and other claims of any nature, kind or description (collectively "claims") by any person or entity, arising out of, caused by, or resulting from the Carrier's performance under this agreement. The provisions of this section shall not be construed to eliminate or reduce any other indemnification or right which any Indemnitee has by law. This provision shall survive the termination of this contract for any reason whatsoever.

I. **INDEPENDENT CONTRACTOR.** Carrier recognizes that it is engaged as an independent contractor and covenants and agrees that it shall conduct itself consistent with such status, that it will neither hold itself out as nor claim to be an officer, partner, employee or agent of the City by reason hereof and that it will not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an officer, partner, employee or agent of the City.

J. **INSURANCE.** Prior to the beginning of and throughout the duration of Work, Carrier will maintain insurance in conformance with the requirements set forth below. Carrier will use existing coverage to comply with these requirements. If that existing coverage does not meet requirements set forth here, Carrier agrees to amend, supplement or endorse the existing coverage to do so. Carrier acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to the City in excess of the limits and coverage required in this Agreement and which is applicable to a given loss, will be available to the City.

Carrier shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office (ISO) "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$2,000,000 per occurrence for all covered losses and no less than \$10,000,000 general aggregate.

Business Auto Coverage on ISO Business Auto Coverage form CA 00 01. Limits are subject to review, but in no event to be less than \$10,000,000 per accident.

Workers' Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to the City for injury to employees of Carrier, subcontractors or others involved in the Work. The scope of coverage provided is subject to approval by the City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$10,000,000 aggregate.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the State of California and with an A.M. Bests rating of A- or better and a minimum financial size of VII. General conditions pertaining to provision of insurance coverage by Carrier. Carrier and the City agree to the following with respect to insurance provided by Carrier:

1. Carrier agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds the City, its officials, employees and agents, using standard ISO endorsement CG 2010 with an edition prior to 1992. Carrier also agrees to require all Carriers and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Carrier, or Carrier's employees, or agents, from waiving the right to subrogation prior to a loss. Carrier

agrees to waive subrogation rights against the City regardless of the applicability of any insurance proceeds, and to require all Carriers and subcontractors to do likewise.

3. All insurance coverage and limits provided by Carrier and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operation limits the application of such insurance coverage.
4. None of the coverages required herein will be in compliance with these requirements if they include limiting endorsement of any kind that has not been first submitted to the City and approved in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any Carrier or subcontractor.
6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Carrier shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect the City's protection without the City's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Carrier's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled or reduced at any time and no replacement or supplemental coverage is provided, the City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other Agreement and to pay the premium. Any premium so paid by the City shall be charged to and promptly paid by Carrier or deducted from sums due Carrier, at the City's option.
8. Certificate(s) are to reflect that the insurer will provide 30 days notice to the City of any reduction or cancellation of coverage. Carrier agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.
9. It is acknowledged by the parties of this Agreement that all insurance coverage required to be provided by Carrier or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to the City.
10. Carrier agrees to ensure that subcontractor, and any other party involved with the Work who is brought onto or involved in the Work by Carrier, provide the same minimum insurance required of Carrier. Carrier 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. Carrier agrees that upon request, all agreements with subcontractors and others engaged in the Work will be submitted to the City for review.
11. Carrier agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any Carrier, subcontractor, Architect, Engineer, or other entity or person in any way involved in the

performance of Work contemplated by this Agreement to self-insure its obligations to the City. If Carrier's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time, the City shall review options with the Carrier, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.

12. 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 the Carrier 90 days advance written notice of such change. If such change results in substantial additional cost to the Carrier, the City will negotiate additional compensation proportional to the increased benefit to the City.
13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
14. Carrier acknowledges and agrees that any actual or alleged failure on the part of the City to inform Carrier of non-compliance with an insurance requirement in no way imposes any additional obligations to the City nor does it waive any rights hereunder in this or any other regard.
15. Carrier will renew the required coverage annually as long as the City, or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not the Agreement is canceled or terminated for any reason. Termination of this obligation is not effective until the City executes a written statement to that effect.
16. Carrier shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Carrier's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to the City within five days of the expiration of coverage.
17. The provisions of any Workers' Compensation or similar act will not limit the obligations of Carrier under this Agreement. Carrier expressly agrees not to use any statutory immunity defenses under such laws with respect to the City, its employees, officials and agents.
18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. 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 limiting or all-inclusive.
19. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties here to be interpreted as such.
20. The requirements in this section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts or impairs the provisions of this section.
21. Carrier agrees to be responsible for ensuring that no contract used by any party involved in any way with the Work reserves the right to charge the City or Carrier for the cost of additional

insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to the City. It is not the intent of the City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against the City for payment of premiums or other amounts with respect thereto.

22. Carrier agrees to provide immediate notice to City of any claim or loss against Carrier arising out of the Work performed under this Agreement. The City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve the City.

K. **ASSIGNMENT.** This contract is a personal service contract for the services of the Carrier, and the Carrier's interest in this contract, duties hereunder and fees due hereunder may not be subcontracted, assigned or delegated to any party without the prior written approval of the City and any attempt to do so shall be void and of no effect.

L. **ENTIRE AGREEMENT; MODIFICATIONS.** This contract supersedes all prior agreements, written or oral, between Carrier and the City and shall constitute the entire agreement and understanding between the parties with respect to the subject matter hereof. This contract and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by the City and Carrier.

M. **FORCE MAJEURE.** Neither party shall be liable or responsible to the other for any loss or damages or for any delays or failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, strikes, epidemics, war, riots, flood, fire, sabotage or any other circumstances of like character.

N. **GOVERNING LAW.** This contract and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of California.

O. **WAIVERS.** No delay or omission by either of the parties hereto in exercising any right or power accruing upon the non-compliance or failure of performance by the other party hereto of any of the provisions of this contract shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties of any of the covenants, conditions or agreements hereof to be performed by the other party hereto shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

P. **BINDING EFFECT.** This contract shall be binding upon and inure to the benefit of the parties hereto and their respective permitted assigns and successors.

Q. **SEVERABILITY.** In case any provision hereof shall, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this contract shall be construed as if such invalid or unenforceable provision had not been included herein.

**CITY OF LAKEWOOD**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

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

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

**NADA BUS, INC.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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Print Name

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**COUNCIL AGENDA**  
January 23, 2024

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

**SUBJECT:** Renewal of Rynerson Park License Agreement with Southern California Edison Company

**INTRODUCTION**

The City of Lakewood’s License Agreement with Southern California Edison Company for the use of land located at 20711 Studebaker Road as a recreational park facility must be re-executed. The Southern California Edison Real Estate and Facilities team notified staff that they failed to add their addenda for the Home Run Dog Park and Rynerson Park parking lot, to the January 2022 agreement.

**STATEMENT OF FACT**

The License Agreement 9.4249 for Rynerson Park is for a term of five years, extending the city’s use of the parcel for recreational purposes through December 31, 2026. The continuation of this license began with a payment of \$6,077.73 in 2022 that will increase at a rate of 3% annually, with a final payment of \$6,840.54 in 2026.

Funds for this purpose were appropriated in the 2023-2024 budget. Execution of the License Agreement provides continued use of the Southern California Edison parcel for public recreation for an additional five years at the Rynerson Park site.

There are no changes to the original license agreement beyond inclusion of the addenda. All other details remain the same, including the term dates.

**RECOMMENDATION**

With there being no other changes to the license agreement beyond inclusion of the addenda, staff recommends that the City Council authorize the Mayor and the City Clerk to re-execute, on behalf of the City of Lakewood, the Southern California Edison License Agreement renewal for Rynerson Park, as approved to form by the City Attorney.

Valarie Frost, Director *VF*  
Recreation and Community Services

Thaddeus McCormack *PB Am TM*  
City Manager

CITY OF LAKEWOOD

L I C E N S E   A G R E E M E N T  
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Licensor/Licensee

## LICENSE AGREEMENT

THIS AGREEMENT between SOUTHERN CALIFORNIA EDISON COMPANY, a corporation organized under the laws of the State of California, called "Licensor", and THE CITY OF LAKEWOOD, called "Licensee";

WITNESSETH: That Licensor, for and in consideration of the faithful performance by Licensee of the terms, covenants and agreements hereinafter set forth to be kept and performed by Licensee, does hereby give to Licensee the license to use that certain real property solely for the purpose hereinafter specified, upon and subject to the terms, reservations, covenants and conditions hereinafter set forth, hereinafter designated as "Property" on the Exhibit "A" attached hereto and made a part hereof, being a portion of Assessor's Parcel Number 7060-002-800, and all of Assessor's Parcel Numbers 7060-001-801 and 7060-001-802, situated in the City of Lakewood, County of Los Angeles, State of California, subject to any and all covenants, restrictions, reservations, exceptions, rights and easements, whether or not of record.

### **Acknowledgment of License and Disclaimer of Tenancy**

Licensee acknowledges and agrees that the License constitutes a limited, revocable, non-possessory, personal and non-assignable privilege to use the Property solely for those permitted uses and activities expressly identified in the Agreement (the "License Privilege"). Licensee further acknowledges and agrees that:

- The consideration paid by Licensee pursuant to Article 3 of the Agreement is consistent with the value of the rights comprising the License Privilege; the consideration is *not* consistent with the higher market value for a greater right, privilege or interest (such as a lease) in the Property or similarly situated parcels.
- Licensee is not a tenant or lessee of Licensor and holds no rights of tenancy or leasehold in relation to the Property.
- The Agreement and/or any prior and/or future acts or omissions of Licensor shall not create (or be construed as creating) a leasehold, tenancy or any other interest in the Property.
- Licensor may terminate the License and revoke the License Privilege at any time, subject, if applicable, to a notice period agreed upon by the parties, as more particularly set forth in the Agreement.

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Licensor/Licensee

- In consideration of Licensor's grant of the License, Licensee specifically and expressly waives, releases and relinquishes any and all right(s) to assert any claim of right, privilege or interest in the Property other than the License.
- Licensee further acknowledges and agrees that without the representations and agreements set forth herein, Licensor would not enter into the Agreement.

1. Use: Licensee will use the Property for park and public recreation/vehicular access purposes only. Licensor makes no representation, covenant, warranty or promise that the Property, and any fixtures thereon, are fit or suitable for any particular use, including the use for which this Agreement is made and Licensee is not relying on any such representation, covenant, warranty or promise. Licensee's use of the property for any other purpose and/or failure to utilize the Property in accordance with this License as determined by the Licensor in its sole discretion will be deemed a material default and grounds for immediate termination of this Agreement in accordance with Articles 28 and/or 30.

2. Term: Unless otherwise terminated as provided herein, this Agreement will be in effect for a term of five (5) years commencing on the first day of January, 2022 and ending on the last day of December, 2026. Licensee acknowledges that this Agreement does not entitle Licensee to any subsequent agreement, for any reason whatsoever, regardless of the use Licensee makes of the Property, the improvements Licensee places on or makes to the Property, or for any other reason.

3. Consideration: Licensee will pay to Licensor the sum of Six Thousand Seventy Seven and 73/100 Dollars (\$6,077.73) upon the execution and delivery of this Agreement with subsequent annual payments. Payment to Licensor must be in the form of a check or money order payable to Southern California Edison Company. No cash payments will be accepted by Licensor. Payment schedule:

<b>Year</b>	<b>Term</b>	<b>Yearly Amount</b>	<b>Payment Due First Day Of</b>
First Year	2022	\$6,077.73	January
Second Year	2023	\$6,260.06	January
Third Year	2024	\$6,447.87	January
Fourth Year	2025	\$6,641.30	January
Fifth Year	2026	\$6,840.54	January

All accounts not paid by the agreed upon due date may be subject to a late fee of up to 20% of the amount that was due on the date.

All payments subsequent to the initial payment will be paid to the Southern California Edison Company, Post Office Box 800 Rosemead, California, 91770, and Attention: Corporate Accounting Department - Accounts Receivable.

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Licensor/Licensee

4. Insurance: During the term of this Agreement, Licensee shall maintain the following insurance:

- (a) Workers' Compensation with statutory limits, under the laws of the State of California and Employer's Liability with limits of not less than \$1,000,000.00 each accident, disease/each employee, and disease/policy limit. Licensee shall require its insurer to waive all rights of subrogation against Licensor, its officers, agents and employees, except for any liability resulting from the willful or grossly negligent acts of the Licensor.
- (b) Commercial General Liability Insurance, including contractual liability and products liability, with limits not less than \$2,000,000.00 per occurrence and \$2,000,000.00 in the aggregate. Such insurance shall: (i) name Licensor, its officers, agents and employees as additional insureds, but only for Licensee's negligent acts or omissions; (ii) be primary for all purposes and (iii) contain separation of insureds or cross-liability clause, and (iv) require its insurer to waive all rights of subrogation against Licensor, its officers, agents and employees, except for any liability resulting from the willful or grossly negligent acts of the Licensor.
- (c) Commercial Automobile Liability insurance with a combined single limit of \$1,000,000.00. Such insurance shall cover the use of owned, non-owned and hired vehicles on the Property.
- (d) Self - Insurance: Licensee may self-insure all of the insurance requirements above if they belong to an approved Secondary Use Category and the self-insurance is maintained under a self-insurance program reasonably satisfactory to Licensor. Park and public recreation/vehicular access use is an approved Secondary Use Category; Licensee may submit written verification of self-insurance to meet the above insurance requirements.

The failure to maintain such insurance may be deemed by Licensor a material default of this Agreement and grounds for immediate termination pursuant to Articles 28 and/or 30. Licensee shall provide Licensor with proof of such insurance by submission of certificates of insurance, pursuant to Article 38 "Notices", at least ten days prior to the effective date of this Agreement, and thereafter at least ten days prior to each insurance renewal date. Licensee must provide Licensor at least thirty (30) days notice before any such insurance will be canceled, allowed to expire, or materially reduced. However, in the event insurance is canceled for the non-payment of a premium, Licensee must provide to Licensor at least ten (10) days' prior written notice before the effective date of cancellation. The required insurance policies shall be maintained with insurers reasonably satisfactory to Licensor, and shall be primary and non-contributory with any insurance or self-insurance maintained by Licensor.

5. Licensor's Use of the Property: Licensee agrees that Licensor, its successors and assigns, have the right to enter the Property, at all times, for any purpose, and the right to conduct any activity on the Property. Exercise of these rights by Licensor, its successors and assigns, will not result in compensation to Licensee for any damages whatsoever to personal property, structures, and/or crops located on the Property, nor shall Licensee be entitled to any compensation for any loss of use of the Property or a portion thereof, and/or any related damages, as a result of Licensor's activities under this Article.

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6. Licensee's Improvements: Licensee must submit, for Licensor's prior written approval, complete improvement plans, including, but not limited to, grading, lighting, landscaping, grounding, and irrigation plans, - identifying all existing and proposed improvements, a minimum of sixty (60) days prior to making any use of the Property. Licensee's conceptual plans for proposed improvements shall be developed in accordance with the guidelines contained in the Appendix to this License. It is understood and agreed that the general guidelines contained in the Appendix are intended to provide a framework for the development of conceptual plans only; and that Licensor may modify or add to the conditions contained in the Appendix hereto, based on individual site characteristics, Licensor's existing or potential operating needs or Licensee's proposed use(s). Licensee must submit, for Licensor's prior written approval plans for any modifications to such improvements. Written approval may be modified and/or rescinded by Licensor for any reason whatsoever.

To the extent Licensor reviews and/or approves any improvement plans, Licensor is doing so only for purposes of determining whether said improvements are compatible with Licensor's use of the Property. Under no circumstances shall such review and/or approval be construed as a warranty, representation, or promise that the Property is fit for the proposed improvements, or that said improvements comply with any applicable city, state, or county building requirements, other legal requirements, or the generally accepted standard of care.

At any time, Licensor may require Licensee to modify and/or remove any or all such previously approved improvements at Licensee's risk and expense and without compensation from Licensor. Licensor is not required, at any time, to make any repairs, improvements, alterations, changes or additions of any nature whatsoever to the Property and/or any fixtures thereon. Licensee expressly acknowledges that any expenditures or improvements will in no way alter Licensor's right to terminate in accordance with Articles 28, and/or 30.

7. Licensee's Personal Property: (i) Licensor grants Licensee permission to place Licensee's personal property on the Property consistent with the use identified in Article 1 and other terms of this Agreement. Such permission granted by Licensor shall be revoked upon the earlier of the termination or expiration of this Agreement. All equipment and other property brought, placed or erected on the Property by Licensee shall be and remain the property of Licensee, except as otherwise set forth herein. Licensee shall be responsible for any damage to the Property and/or Licensor's personal property arising out of Licensee's activities on the Property, including its use and/or removal of Licensee's personal property. Licensee further acknowledges and agrees that Licensor is not responsible for Licensee's personal property during the effectiveness of this Agreement, or upon termination or expiration. Licensor further assumes no duty or obligation to maintain or secure Licensee's personal property at any time.

(ii) Unless as specifically provided for in an Addendum to this Agreement, Licensee shall not store on the Property, for a period longer than twenty-four (24) consecutive hours, any personal property owned by a non-party to this Agreement.

Licensee will defend and indemnify Licensor, its directors, officers, agents, subcontractors, and employees, and its successors and assigns, from any and all claims, loss, damage, actions, causes of action, expenses and/or liability arising from the storage of, damage to, and/or loss of use of such non-party's personal property.

8. Height Limitations and Vertical Clearances: Any equipment used by Licensee or its agents, employees or contractors, on and/or adjacent to the Property, will be used and operated so as

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to maintain minimum clearances from all overhead electrical conductors as designated in the table below:

<b>Vehicle/ Equipment Vertical Clearance</b>	
500 kV	35 feet
220 kV – 66kV	30 feet
<66kV (Distribution facilities)	25 feet
Telecom	18 feet

All trees and plants on the Property will be maintained by Licensee at a maximum height of fifteen (15) feet. If requested by Licensor, Licensee will remove, at Licensee's expense, any tree and/or other planting.

9. Access and Horizontal Clearances: Licensee will provide Licensor with adequate access to all of Licensor's facilities on the Property and at no time will there be any interference with the free movement of Licensor's equipment, personnel, and materials over the Property. Licensor may require Licensee to provide and maintain access roads within the Property, at a minimum usable width of sixteen (16) feet, with commercial driveway aprons and curb depressions capable of supporting a gross load of forty (40) tons on a three-axle vehicle. The minimum width of all roads shall be increased on curves by a distance equal to 400/inside radius of curvature. All curves shall have a radius of not less than 50 feet measured at the inside edge of the usable road surface. Unless otherwise specified in writing by Licensor, Licensee will make no use of the area directly underneath Licensor's towers and will maintain the following minimum clearances:

- a. A 50-foot-radius around suspension tower legs, H-Frames and poles and 100-foot radius around dead-end tower legs, H-Frames and poles.
- b. A 25-foot-radius around all other poles.

NOTE: Additional clearance may be required by Licensor for structures.

10. Parking: Licensee will not park, store, repair or refuel any motor vehicles or allow parking, storage, repairing or refueling of any motor vehicles on the Property unless specifically approved in a writing executed by Licensor.

11. Weeds, Brush, Rubbish and Debris (Weed Abatement): Licensee will keep the Property clean, free from weeds, brush, rubbish and debris and in a condition satisfactory to Licensor.

12. Flammables, Waste and Nuisances: Unless permitted by Licensor in writing, Licensee will not, or allow others, to place, use, or store any flammable or combustible materials or waste materials on the Property or commit any waste or damage to the Property or allow any to be done. Licensee will be responsible for the control of and will be liable for any damage or disturbance, caused by any trespasser, dust, odor, flammable or waste materials, noise or other nuisance disturbances. Licensee will not permit dogs on the Property.

13. Pesticides and Herbicides: Any pesticide or herbicide applications and disposals will be made in accordance with all Federal, State, County and local laws. Licensee will dispose of all pesticides, herbicides and any other toxic substances declared to be either a health or environmental hazard, and

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all materials contaminated by such substances, including but not limited to, containers, clothing and equipment, in the manner prescribed by law.

14. Hazardous Waste: Licensee will not engage in, or permit any other party to engage in, any activity on the Property that violates federal, state or local laws, rules or regulations pertaining to hazardous, toxic or infectious materials and/or waste. Licensee will indemnify and hold Licensor, its directors, officers, agents and employees, and its successors and assigns, harmless from all claims, loss, damage, actions, causes of action, expenses and/or liability arising from leaks of, spills of, and/or contamination by or from hazardous materials as defined by applicable laws or regulations, which may occur during and after the Agreement term, and are attributable to the actions of, or failure to act by, Licensee or any person claiming under Licensee.

15. Signs: Licensee must obtain written approval from Licensor prior to the construction or placement of any sign, signboard or other form of outdoor advertising. Licensee shall within three (3) days from the date on which the Licensee learns of the graffiti remove any signs containing graffiti or shall otherwise remove such graffiti from the signs in a manner reasonably acceptable to Licensor. Notwithstanding any other language in this Article, Licensee shall not advertise on any sign any product, service, or good which is (i) not directly related to Licensee's use of the Property, (ii) offensive to the public, or (iii) which Licensor, in its reasonable discretion, deems objectionable.

16. Fencing and Existing Fixtures: Licensor disclaims any and all express or implied warranties for any fencing and/or other fixtures affixed to the Property, and further disclaims any liability arising from any disrepair of the same. Licensee may install fencing on the Property with prior written approval from Licensor. Such fencing will include double drive gates, in locations specified by Licensor, a minimum of twenty (20) feet in width, and designed to accommodate separate Licensor and Licensee locks. Licensee will maintain and repair all fencing and other fixtures affixed to the Property, including any grounding of the same as deemed necessary by Licensor, in a manner acceptable to Licensor. Grounding plans must be prepared and stamped by a licensed electrical engineer and submitted to Licensor.

17. Parkways and Landscaping: Licensee will keep parkway and sidewalk areas adjacent to the Property free of weeds, brush, rubbish and debris. Licensee will maintain parkways on the Property and provide landscaping that is compatible with adjoining properties and that is satisfactory to Licensor.

18. Irrigation Equipment: Any irrigation equipment located on the Property prior to the commencement of this Agreement, including but not limited to pipelines, well pumping equipment and other structures, is the property of Licensor and will remain on and be surrendered with the Property upon termination of this Agreement. Should Licensee desire to use the irrigation equipment, Licensee will maintain, operate, repair and replace, if necessary, all irrigation equipment at its own expense.

19. Underground and Above-Ground Tanks: Licensee will not install underground or above-ground storage tanks, as defined by any and all applicable laws or regulations, without Licensor's prior written approval.

20. Underground Facilities: Any underground facilities must be approved by Licensor pursuant to Article 6. Licensee must contact Dig Alert and comply with the applicable processes, policies and/or procedures of Dig Alert, prior to any underground installation. Any underground facilities installed or maintained by Licensee on the Property must have a minimum cover of three feet from the

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Licensor/Licensee

top of the facility and be capable of withstanding a gross load of forty (40) tons on a three-axle vehicle. Licensee will compact any earth excavated to a compaction of ninety percent (90%). Licensee will relocate its facilities at its own expense so as not to interfere with Licensor's proposed facilities.

21. Utilities: Licensee will pay all charges and assessments for, or in connection with, water, electric current or other utilities which may be furnished to or used on the Property.

22. Taxes, Assessments and Liens: Licensee will pay all taxes and assessments which may be levied upon any crops, personal property, and improvements, including but not limited to, buildings, structures, and fixtures on the Property. Licensee will keep the Property free from all liens, including but not limited to, mechanics liens and encumbrances by use or occupancy by Licensee, or any person claiming under Licensee. If Licensee fails to pay the above-mentioned taxes, assessments or liens when due, Licensor may pay the same and charge the amount to the Licensee. All accounts not paid within thirty (30) days of the agreed upon due date will be charged a "late fee" on all amounts outstanding up to the maximum rate allowed by law.

23. Expense: Licensee will perform and pay all obligations of Licensee under this Agreement. All matters or things required by Licensee will be performed and paid for at the sole cost and expense of Licensee, without obligation by Licensor to make payment or incur cost or expense for any such matters or things.

24. Assignments: This Agreement is personal to Licensee, and Licensee will not assign, transfer or sell this Agreement or any privilege hereunder in whole or in part, and any attempt to do so will be void and confer no right on any third party.

25. Compliance with Law: Licensee will comply with all applicable federal, state, county and local laws, all covenants, conditions and restrictions of record and all applicable ordinances, zoning restrictions, rules, regulations, orders and any requirements of any duly constituted public authorities now or hereafter in any manner affecting the Property or the streets and ways adjacent thereto. Licensee will obtain all permits and other governmental approvals required in connection with Licensee's activities hereunder. Licensee shall hold harmless, defend and indemnify Licensor, its officers, agents and employees, and its successors and assigns, from and against all claims, loss, damage, actions, causes of actions, expense and/or liability arising from or resulting from any violation of this provision.

26. Governing Law: The existence, validity, construction, operation and effect of this Agreement and all of its terms and provisions will be determined in accordance with the laws of the State of California.

27. Indemnification: Licensee shall hold harmless, defend and indemnify Licensor, its officers, agents and employees, and its successors and assigns, from and against all claims, loss, damage, actions, causes of actions, expense and/or liability arising from or growing out of loss or damage to property, including that of Licensor, or injury to or death of persons, including employees of Licensor resulting in any manner whatsoever, directly or indirectly, by reason of this Agreement or the use or occupancy of the Property by Licensee or any person claiming under Licensee.

28. Termination: Licensor or Licensee may terminate this Agreement, at any time, for any reason, upon thirty (30) days notice in writing. Additionally, Licensor may immediately terminate this Agreement pursuant to Article 30. Termination does not release Licensee from any liability or obligation

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Licensor/Licensee

(indemnity or otherwise) which Licensee may have incurred. Upon termination, Licensor may immediately recover from Licensee all amounts due and owing hereunder, plus interest at the maximum rate permitted by law on such amounts until paid, as well as any other amount necessary to compensate Licensor for all the detriment proximately caused by Licensee's failure to perform its obligations under this Agreement. Licensee's continued presence after termination shall be deemed a trespass. In the event of a termination for any reason other than non-payment of the License fee, Licensor shall refund any previously collected/pre-paid License fees covering the unused portion of the remaining term, to the extent such fees exceed any offset claimed by Licensor under the Agreement

29. Events of Default: In addition to material defaults otherwise described herein, the occurrence of any of the following shall constitute a material default and breach of this Agreement by Licensee:

- (a) Any failure by Licensee to pay the consideration due under Article 3, or to make any other payment required to be made by Licensee when due.
- (b) The abandonment or vacating of the Property by Licensee.
- (c) Any attempted assignment or subletting of this Agreement by Licensee in violation of Article 24.
- (d) The violation by Licensee of any resolution, ordinance, statute, code, regulation or other rule of any governmental agency for Licensee's activities under this Agreement.
- (e) Any attempt to exclude Licensor from the licensed premises.
- (f) The making by Licensee of any general assignment for the benefit of creditors; the appointment of a receiver to take possession of substantially all of Licensee's assets located on the Property or of Licensee's privileges hereunder where possession is not restored to Licensee within five (5) days; the attachment, execution or other judicial seizure of substantially all of Licensee's assets located on the Property or of Licensee's privileges hereunder, where such seizure is not discharged within five (5) days.
- (g) Any case, proceeding or other action brought against Licensee seeking any of the relief mentioned in "clause f" of this Article which has not been stayed or dismissed within thirty (30) days after the commencement thereof.
- (h) Any claim by Licensee that it has a possessory interest and/or irrevocable license in the Property.
- (i) With respect to items not otherwise listed in Article 29.a-h, the failure by Licensee to observe and perform any other provision of this Agreement to be observed or performed by Licensee. Licensor shall provide written notice of such failure and Licensee shall be considered in material default where such failure continues for a total of ten (10) or more consecutive days from the date of the notice. Further, with respect to items not otherwise listed in Article 29.a-h, Licensee shall be considered in material default should Licensee fail to observe or perform any other provision of this Agreement for more than fifteen (15) days during the entire Term of the Agreement in the aggregate, after Licensor provides an

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Licensor/Licensee

initial written notice of such failure. After providing initial notice under this provision, Licensor will not be required to provide any subsequent notice of breach of this Agreement.

30. Remedies: Notwithstanding the notice requirement in Article 28, in the event of any material default by Licensee, then in addition to any other remedies available to Licensor at law or in equity, Licensor shall have the option to immediately terminate this Agreement and all rights of Licensee hereunder by giving written notice of such immediate termination to Licensee.

31. Licensee's Personal Property Upon Termination or Expiration: In the event that this Agreement is terminated, whether termination is effected pursuant to Article 28 and/or 30, or in the event this Agreement expires pursuant to Article 2, Licensee shall, at Licensee's sole cost and expense and prior to the earlier of the effective termination date or expiration date, remove all weeds, debris, and waste from the Property and peaceably quit, surrender and restore the licensed Property to the condition it was in prior to the Licensee's use of the Property, in a manner satisfactory to Licensor.

If Licensee fails or refuses to remove any of Licensee's personal property, building(s), fixture(s) or structure(s) from the Property prior to the earlier of the termination date or expiration date, said personal property, building(s), fixture(s) or structure(s) shall be deemed abandoned by the Licensee, and the Licensor shall have the right, but not the obligation, to remove, destroy, sell or otherwise dispose of them with no further notice to Licensee. Licensor shall not be required to seek and/or obtain judicial relief (including, but not limited to, the filing of an unlawful detainer action), nor shall Licensor be responsible for the value of Licensee's personal property.

Licensor shall have the right to charge and recover from Licensee all costs and expenses incurred by Licensor related to (i) the removal, disposal or sale of Licensee's personal property, building(s), fixture(s) or structure(s), (ii) the removal of any waste, weeds, or debris on the Property, (iii) environmental studies and environmental remediation and/or cleanup attributable to Licensee's use of the Property, and (iv) the restoration of the Property to the condition it was in prior to Licensor's initial use of the Property. Licensee agrees to pay such expenses to Licensor upon demand.

32. Limitation of Liability:

**IN ORDER FOR LICENSEE TO OBTAIN THE BENEFIT OF THE FEE IDENTIFIED IN ARTICLE 3, WHICH INCLUDES A LESSER ALLOWANCE FOR RISK FUNDING FOR LICENSOR, LICENSEE AGREES TO LIMIT LICENSOR'S LIABILITY PURSUANT TO THIS AGREEMENT. AS SUCH, IF LICENSEE IS ENTITLED TO ANY RELIEF FOR LICENSOR'S NEGLIGENCE, INCLUDING GROSS NEGLIGENCE, FOR DAMAGE OR DESTRUCTION OF LICENSEE'S PERSONAL PROPERTY, BUILDING(S), STRUCTURE(S) OR FIXTURE(S) AFTER THE TERMINATION OR EXPIRATION OF THIS AGREEMENT, THE TOTAL LIABILITY OF LICENSOR SHALL NOT EXCEED THE TOTAL FEES ACTUALLY PAID BY LICENSEE TO LICENSOR DURING THE TERM OF THIS AGREEMENT.**

**FURTHER, IN NO EVENT SHALL LICENSOR BE LIABLE UNDER ANY CIRCUMSTANCES FOR INJURY OR DAMAGE TO LICENSEE'S BUSINESS, IF ANY, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF RENTS OR OTHER EVENTS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF GOODWILL OR LOSS OF USE, IN EACH CASE, HOWEVER OCCURRING, RELATED TO THIS AGREEMENT.**

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Licensor/Licensee

33. Non-Possessory Interest: Licensor retains full possession of the Property and Licensee will not acquire any possessory interest, whether temporary, permanent, or otherwise by reason of this Agreement, or by the exercise of the permission given herein. Licensee will make no claim to any such interest and Licensee will not claim that it has or ever had an irrevocable license in the Property.

34. Waiver: Licensor shall not be deemed to waive any provision of this Agreement orally or by conduct. Any waiver by Licensor of any provision of this Agreement must be in a writing signed by Licensor. No waiver by Licensor of any provision shall be deemed a waiver of any other provision or of any subsequent breach by Licensee of the same or any other provision. Licensor's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Licensor's consent to or approval of any subsequent act by Licensee. Licensor's acceptance of payment after providing notice of termination to Licensee shall not constitute a waiver of Licensor's termination of the Agreement.

35. Authority: This Agreement is executed subject to General Order No. 69-C of the Public Utilities Commission of the State of California dated and effective July 10, 1985, incorporated by this reference. As set forth in General Order 69-C, this License is made conditional upon the right of the Licensor either on order of the Public Utilities Commission or on Grantor's own motion to resume the use of that property (including, but not limited to the removal of any obstructions) whenever, in the interest of Licensor's service to its patrons or consumers, it shall appear necessary or desirable to do so. Licensee agrees to comply with all federal, state and local laws and regulations. This Agreement should not be construed as a subordination of Licensor's rights, title and interest in and to its fee ownership, nor should this Agreement be construed as a waiver of any of the provisions contained in said License or a waiver of any costs of relocation of affected Licensor facilities.

36. Electric and Magnetic Fields ("EMF"): There are numerous sources of power frequency electric and magnetic field ("EMF"), including household or building wiring, electrical appliances and electric power transmission and distribution facilities. There have been numerous scientific studies about the potential health effects of EMF. Interest in a potential link between long-term exposures to EMF and certain diseases is based on this scientific research and public concerns.

While some 40 years of research have not established EMF as a health hazard, some health authorities have identified magnetic field exposures as a possible human carcinogen. Many of the questions about diseases have been successfully resolved due to an aggressive international research program. However, potentially important public health questions remain about whether there is a link between EMF exposures in homes or work and some diseases including childhood leukemia and a variety of other adult diseases (e.g. adult cancers and miscarriages). While scientific research is continuing on a wide range of questions relating to exposures at both work and in our communities, a quick resolution of the remaining scientific uncertainties is not expected.

Since Licensee plans to license or otherwise enter Licensor property that is in close proximity to Licensor electric facilities, Licensor wants to share with Licensee and those who may enter the property under this agreement, the information available about EMF. Accordingly, Licensor has attached to this document a brochure that explains some basic facts about EMF and that describes Licensor policy on EMF. Licensor also encourages Licensee to obtain other information as needed to assist in understanding the EMF regarding the planned use of this property.

37. Induced Voltages: Licensee hereby acknowledges that any structures (including, but not limited to, buildings, fences, light poles) that exist or may be constructed on the Property licensed herein,

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Licensor/Licensee

(hereinafter, the "Structures") in close proximity to one or more high voltage (66 kilovolt or above) electric transmission lines and/or substation facilities may be susceptible to induced voltages, static voltages and/or related electric fault conditions (hereinafter collectively referred to as "Induced Voltages") unless appropriate grounding or other mitigation measures are incorporated into the Structures. If not properly mitigated, Induced Voltages can cause a variety of safety and/or nuisance conditions including, but not limited to, electric shocks or other injuries to individuals contacting the Structures or other utilities connected to the Structures (including, but not limited to, natural gas lines, water lines or cable television lines), or interference with or damage to sensitive electronic equipment in or around the Structures. Measures to mitigate Induced Voltages, if required, will vary from case to case because of factors such as electric facility configuration and voltage, other utilities involved, or sensitivity of electronic equipment. Licensee will be responsible to determine what Induced Voltages mitigation measures should be undertaken regarding the Structures and to implement such mitigation measures at its sole cost and expense.

Licensee agrees for itself and for its contractors, agents, licensees, invitees, and employees, to save harmless and indemnify Licensor, its parent, subsidiaries and affiliated entities and their respective officers and employees against all claims, loss, damage, actions, causes of action, expenses and/or liability arising from or growing out of loss or damage to property, including Licensor's own personal property, or injury to or death of persons, including employees of Licensor caused by or resulting from or connected to Induced Voltages on or related to the Structures.

38. Notices: All notices required to be given by either party will be made in writing and deposited in the United States mail, first class, postage prepaid, addressed as follows:

To Licensor: Southern California Edison Company  
Vegetation & Land Management  
Land Management - Metro Region  
2 Innovation Way  
Pomona, CA 91768

To Licensee: City of Lakewood  
5050 Clark Avenue  
Lakewood, CA 90712

Business Telephone No. (562) 866-9772 Ext: 2402 or 562-964-5806

Notice will be deemed effective on the third calendar day after mailing. A party will immediately notify the other party in writing of any address change.

39. Recording: Licensee will not record this Agreement.

40. Complete Agreement: Licensor and Licensee acknowledge that the foregoing provisions and any appendix, addenda and exhibits attached hereto constitute the entire Agreement between the parties. This Agreement may not be modified, amended, contradicted, supplemented or altered in any way by any previous written or oral agreements or any subsequent oral agreements or unsigned written agreements. This Agreement may be modified or amended only by way of a writing executed by both parties.

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41. Signature Authority: Each of the persons executing this Agreement warrants and represents that he or she has the full and complete authority to enter into this Agreement on behalf of the Party for which he or she is signing, and to bind said party to the agreements, covenants and terms contained herein.

42. Survival: Any provision of this Agreement that imposes an obligation after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate.

LICENSOR:

SOUTHERN CALIFORNIA EDISON COMPANY

By \_\_\_\_\_

Aaron Johnson  
Real Estate Specialist  
Land Management – Metro Region  
Vegetation & Land Managment

\_\_\_\_\_  
Date

LICENSEE:

CITY OF LAKEWOOD

By \_\_\_\_\_

JEFF WOOD, Mayor

\_\_\_\_\_  
Date

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Licensor/Licensee

## APPENDIX

### Guidelines for Standard Licensee Improvements

The following criteria are provided to aid in developing a conceptual plot plan to be submitted to Southern California Edison Company herein after referred to as "Licensor" for consideration and approval prior to the start of any construction on "Licensor" property.

Plans should be developed indicating the size and location of all planned improvements. The plan should specify the dimensions of all planned improvements and the distance of all planned improvements from property lines and all adjacent "Licensor" towers, poles, guy wires or other "Licensor" facilities.

The plan must show the locations of all "Licensor" towers and poles, 16-foot wide access roads, main water lines and water shut-off valves, electrical service lines and parking areas. All plans must indicate adjacent streets and include a "north arrow" and the Licensee's name.

#### SHADE STRUCTURES

*(Definition: A non-flammable frame covered on the top with a material designed to provide shade to aid in growing plants)*

1. Shade structures must maintain minimum spacing of 50 feet between shade structure locations, should be placed perpendicular to Licensor's overhead electrical conductors (wires) unless otherwise approved in writing by Licensor, and should not exceed maximum dimensions of:
  - a. 100 feet in length
  - b. 50 feet in width
  - c. 15 feet in height
2. Shade structures will not be permitted within the following areas reserved for Licensor's access:
  - a. Within 2 feet from edge of 16-foot wide access roads
  - b. 50-foot radius around suspension tower legs, H-Frames and poles
  - c. 100-foot radius around dead-end tower legs, H-Frames and poles
  - d. 25-foot radius around anchors/guy wires, poles and wood poles
3. Shade structures must utilize the following design:
  - a. Temporary/slip joint construction only
  - b. Non-flammable frame only
  - c. Adequately grounded by a licensed electrical engineer
  - d. Shade covering must be non-flammable and manufactured with non-hydrocarbon materials.

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SHADEHOUSES/HOTHOUSES

*(Definition: A simple, non-flammable, enclosed structure designed to control temperature **without** the benefit of heating and/or air conditioning units to aid in propagating and/or growing plants)*

1. Shadehouses/hothouses must maintain minimum spacing of 50 feet between shadehouse/hothouse locations, should be placed in perpendicular to Licensor's overhead electrical conductors (wires) unless otherwise approved in writing by Licensor, and should not exceed maximum dimensions of:
  - a. 100 feet in length
  - b. 50 feet in width
  - c. 15 feet in height
2. Shadehouses/hothouses will not be permitted within the following areas reserved for Licensor's access:
  - a. Within 2 feet from edge of 16-foot wide access roads
  - b. 50-foot radius around suspension tower legs, H-Frames and poles
  - c. 100-foot radius around dead-end tower legs, H-Frames and poles
  - d. 25-foot radius around anchors/guy wires, poles and wood poles
3. Shadehouses/hothouses must utilize the following design:
  - a. Temporary/slip joint construction only
  - b. Non-flammable frame only
  - c. Adequately grounded by a licensed electrical engineer
  - d. Covering must be non-flammable and manufactured with non-hydrocarbon materials

GREENHOUSES

*(Definition: An enclosed structure designed to control temperature and/or humidity by the use of heating and/or air conditioning units to aid in propagating and/or growing plants)*

Greenhouses will be considered on a case-by-case basis.

IRRIGATION SYSTEMS / WELLS

1. Maximum diameter of pipe: 3 inches
2. All pipe must be plastic Schedule 40 or better
3. No irrigation system will be permitted within the following areas reserved for Licensor's access:
  - a. Within 2 feet from edge of 16-foot wide access roads
  - b. 50 -foot radius around suspension tower legs, H-Frames and poles

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- c. 100-foot radius around dead-end tower legs, H-Frames and poles
4. Sprinkler and drip irrigation controllers must be located at the edge of the right of way
5. Suitable identification markers will be required on main controllers and valves
6. Locations of main shut off valve will be provided and shown on a plot plan
7. Underground facilities must have a minimum cover of three feet
8. Earth disturbed must be compacted to ninety percent (90%)

#### LANDSCAPING

1. No trees will be permitted under the overhead electrical conductors or within 20 feet of the "drip line" of the conductors
2. Trees must have slow to moderate growth, and must be of a variety that grows to a maximum height of only 40 feet and must be maintained by the Licensee at a height not to exceed 15 feet
3. Placement of large rocks (boulders) must be approved in writing by Licensor
4. Any mounds or change of grade must be approved in writing by Licensor
5. No cactus or thorny shrubs will be permitted
6. Retaining walls, planters, etc. may be considered on a case by case basis and must be approved in writing by Licensor

TRAILERS *(Definition: Removable / portable office modules are not permitted without Licensor's prior permission. Trailers must meet the following criteria to be considered: Trailers must meet the following criteria:*

- a. Must have axles and wheel and be able to be moved
  - b. Maximum length: 40 feet
  - c. Maximum height: 15 feet
  - d. Maximum width: 12 feet
2. No trailers will be permitted within the following areas reserved for Licensor's access:
    - a. Within 2 feet from edge of 16-foot wide access roads
    - b. 50-foot radius around suspension tower legs, H-Frames and poles
    - c. 100-foot radius around dead-end tower legs, H-Frames and poles
    - d. 25-foot radius around anchors/guy wires, poles and wood poles
    - e. Under or within 10 feet of the conductor "drip lines"

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3. Sewer or gas lines to trailers must be approved in writing by Licensor
4. Location of all electrical and telephone lines must be approved in writing by Licensor
5. Electrical lines must be installed by a licensed -general contractor.
6. Trailers shall not be used for residential purposes
7. Toxic or flammable materials will not be permitted in trailers
8. Adequately grounded by a licensed -general contractor

PARKING AREAS

Parking areas should not be designed under the overhead electrical conductors or within 10 feet of the "drip lines" without Licensor's prior written approval. Parking spaces to be identified under the approved site plan. "No Parking" striping may be required in areas where additional clearance is required.

MATERIAL STORAGE

1. If an emergency occurs, Licensee must immediately relocate all materials specified by Licensor to provide Licensor clear access to its facilities.
2. Licensee must provide Licensor with a list of material stored on the right of way
3. No toxic or flammable materials will be permitted
4. No materials shall be stored within the following areas reserved for Licensor's access:
  - a. Within 2 feet from edge of 16-foot wide access roads
  - b. 50 - foot radius around suspension tower legs, H-Frames and poles
  - c. 100 - foot radius around dead-end tower legs, H-Frames and poles
  - d. 25 feet from anchors/guy wires, poles and wood poles
5. Storage of materials not to exceed a maximum height of 15 feet
6. No storage of gasoline, diesel or any other type of fuel will be permitted
7. Any fencing around the storage areas must have Licensor's prior written approval.

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A D D E N D U M

**PARK USE**

- A. Licensee must obtain the prior written approval from Licensor for the installation of any improvements, including any subsequent modifications. Licensee will maintain all improvements in a safe condition satisfactory to Licensor.
- B. At any time, Licensor may require the removal, modification, or relocation of any portion of the improvements. Licensee will remove, modify, or relocate same, at its expense, to a location satisfactory to Licensor within sixty (60) days after receiving notice to remove, modify, or relocate from Licensor.
- C. Licensee must submit, for Licensor's prior written approval, complete improvement plans, including, but not limited to, grading, lighting, landscaping, grounding, and irrigation plans, that identify all existing and proposed improvements.
- D. At Licensee's expense, Licensee will post signs at all access points to the Property that read: "No Kite Flying, Model Airplanes, unmanned aerial vehicles (UAV's or Drones), or Metallic Balloons Permitted, High Voltage Wires Overhead."
- E. At Licensee's expense, Licensee will post signs at all access points of the Property that read: "No Motorcycles, Motorbikes, Horseback Riding or Hunting Permitted."
- F. At Licensee's expense, Licensee will post signs at all access points of the Property that read: "Dogs are required to be on leash at all times."
- G. Licensee must close the park at any time Licensor deems it necessary for the safety of the general public or for maintenance of Licensor's facilities. If it is necessary to close the park for a period of more than three days, Licensee will notify the general public of the closure by posting at all access points to the property.
- H. At Licensee's expense, Licensee will install removable post-type barriers designed to accommodate Licensor's locks, to prevent unauthorized vehicular use or parking, including but not limited to, motorcycles, off-road vehicles, and "all-terrain" vehicles.
- I. Trespass discouragers shall be installed on Licensor's towers. The discourager installation will be performed by Licensor. Licensee shall pay Licensor in advance, for all Licensor's direct and indirect costs associated with the engineering, purchase, and installation of the discouragers. All towers shall be equipped with signs so worded as to warn the public of the danger of climbing the towers. Such signs shall be placed and arranged so that they may be read from the four corners of the structure. Such signs shall be neither less than 8 feet nor more than 20 feet above the ground except where the lowest horizontal member of the tower or structure is more than 20 feet above the ground in which case the sign shall be not more than 30 feet above the ground.
- J. Licensee must design and construct all walkways, underground sprinkler systems, lighting facilities, and drains to be capable of withstanding a gross load of forty (40) tons on a three-axle vehicle.

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Licensor/Licensee

A D D E N D U M

**PARKING**

- A. Vehicles parked on the Property are limited to those owned by Licensee and its employees, invitees, customers and visitors. Licensee will not allow the storage, repairing or refueling of any vehicles on the property.
- B. Licensor only allows overflow parking. No portion of the Property will be used to satisfy the minimum parking requirements of any government agency.
- C. Licensee must obtain prior written approval from Licensor for any vehicle parking improvements and/or subsequent modification. Licensee will maintain parking improvements at all times in a safe condition satisfactory to Licensor.
- D. At any time, Licensor may require removal, modification, or relocation of any portion of the parking improvements. At Licensee's sole expense, Licensee will remove, modify, or relocate same to a location satisfactory to Licensor, within sixty (60) days after receiving notice to remove, modify, or relocate from Licensor.
- E. Parking will be permitted in designated areas only. Unless prior written approval is received from Licensor, no parking will be permitted under or within ten (10) feet of the "drip line" of Licensor's overhead electrical conductors.
- F. All parking spaces and parking improvements are to be identified on a site plan and submitted to Licensor to obtain prior written approval from Licensor.
- G. Bollards, K-rails, or "No Parking" striping may be required to protect Licensor's structures or in areas where additional clearance is required.
- H. The Licensee's parking area shall not interfere with the Licensor's minimum access road requirements.

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ADDENDUM

**DOG PARK**

THIS ADDENDUM TO LICENSE AGREEMENT ("Addendum") is made as of the 13th day of August, 2014, by and between SOUTHERN CALIFORNIA EDISON COMPANY ("Licensor") and THE CITY OF LAKEWOOD ("Licensee").

RECITALS

A. Licensor and Licensee entered into that certain License Agreement dated as of December 12, 2011, as renewed as of January 1, 2017 (the "License Agreement"), whereby Licensor licensed certain real property to Licensee in the City of Lakewood, California, for parks and/or public recreation purposes (the "Property");

B. Licensee would like to establish, maintain and operate a dog park on a portion of the Property (the "Dog Park"); and

C. Licensor has agreed to such use on the Dog Park, subject to the terms and conditions of this Addendum.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

1. Use. Licensee shall have the rights to use the Dog Park, as depicted on Exhibit "A" attached hereto, as a park for dogs to exercise and play off-leash under the supervision of their owners. Licensee's right to use the Dog Park for such purpose shall commence upon the installation and construction of the improvements and implementation of the plans detailed in Section 2 below.

2. Required Plans.

A. Licensee's Safety and Operating Plan. Licensee has submitted a safety and operating plan for the Dog park (the "Safety and Operating Plan"), identifying

(a) the general rules and regulations for the Dog park, (b) Licensee's contact list on Exhibit D, (c) how injuries and loose dogs at the Dog Park will be addressed, and (d) a fencing plan for the Dog Park that includes (i) a fenced adjustment area at the entrance of the Dog Park, (ii) grounded fencing and (iii) separate fenced areas for small and large dogs. Licensee must contact Dig Alert prior to any ground disturbance.

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- B. Licensee's Clearing Plan. Licensee has submitted a clearing plan, which contains Licensee's process for clearing both dogs and visitors from the Dog Park if so requested by Licensor. It includes plans for clearing for each of the following: (i) Licensor's access for emergency work, (ii) Licensor's access for site inspection, (iii) Licensor's access for planned and unplanned facility maintenance or repair, (iv) access for 911 emergency personnel, and (v) cancellation or termination of the License Agreement and/or use of the Dog Park.
- C. Dog Park Signage. Licensee has submitted wording for signage at the Dog Park, which signage includes those items listed on Exhibit "B" attached hereto.
- D. Maintenance Plan. Licensee has submitted a maintenance plan (the "Maintenance Plan") for the Dog Park, detailing (a) the frequency of Licensee site visits, (b) landscape care plan and schedule, (c) fence repair and maintenance, (d) process and repair plan for holes dug by dogs, (e) process and schedule for feces pick-up and plan for managing odor, (f) schedule for restocking bags at the dog waste station, (g) schedule for waste removal, (h) process for removing abandoned dogs, and (i) process for handling noise complaints related to the Dog Park.
- E. Design, Fencing, and Construction Site Plan. Licensee has submitted improvement plans for the Dog Park. Such plans include specifications listed on Exhibit "C" attached hereto as applicable. The site plan is entitled "Dog park Improvements to the Existing Rynerson Park" dated as of July 9, 2014 and was approved by Licensor on July 21, 2014.
- F. Changes to Approved Plans. Licensee must submit, for Licensor's prior written approval, any modifications to plans required under this Addendum once they are approved by Licensor. Written approval may be modified and/or rescinded by Licensor for any reason whatsoever. In accordance with Section 6, "Licensee's Improvements" of the License Agreement, Licensee may be required to modify and/or remove any or all such previously approved improvements at Licensee's risk and expense and without compensation from Licensor.
3. Insurance. Licensee shall maintain insurance for the Dog Park as required under Section 4 "Insurance" of the License Agreement. Licensee must provide written verification that its commercial general liability insurance does not exclude claims related to dogs or dog bites.
4. Additional Indemnification. Licensee shall hold harmless, defend and indemnify Licensor, its officers, agents and employees, and its successors and assigns, from and against all claims, loss, damage, actions, causes of actions, expense and/or liability arising from or growing out of loss or damage to property, including that of Licensor, or injury to or death of persons, including employees of Licensor, or animals, resulting in any manner whatsoever, directly or indirectly, by reason of the License Agreement or the use or occupancy of the Property, including the Dog Park, by Licensee or any person, including all members of the public, claiming under Licensee.

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5. Remainder of the License Agreement Unmodified. Except as otherwise supplemented hereby, it is mutually understood and agreed that the terms, covenants and conditions of the License Agreement shall be and remain in full force an effect.
6. Counterparts. This Addendum may be execute in one or more counterparts, all of which taken together shall constitute one and the same instrument.
7. Authority. The signatories hereto represent and warrant that they are duly authorized on behalf of their respective entities to enter into and consummate this License.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the day and year first written above.

SOUTHERN CALIFORNIA EDISON COMPANY - LICENSOR

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

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

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

CITY OF LAKEWOOD - LICENSEE

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

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

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

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Licensor/Licensee

ADDENDUM

**TREES**

1. Licensee agrees and accepts full responsibility for the maintenance and/or removal of existing trees/shrubs located on the licensed property. All costs associated with the maintenance and/or removal of trees/shrubs will be the sole burden of Licensee.
2. Periodically, the licensed area will be inspected by Licensor, and upon determination that any tree/shrub requires trimming or removal; Licensee will be notified and provided with a cost estimate for the required work to be done by Licensor's contractor.
3. Licensee has the option of using Licensor's contractor or choosing their own; however failure of Licensee to contact Licensor within 30 days of notice indicating their choice, will result in licensor's contractor performing the work and billing Licensee for the costs. Should Licensee decide to perform the work, all work must be completed within 60 days of written notice. Failure to do so will result in Licensor's contractor performing the work and billing Licensee.
4. Trees/shrubs will be maintained at maximum 15' height limit. Failure to do so will require removal at Licensee's expense.
5. Upon expiration or cancellation of License Agreement, or sale of your adjacent property to a new owner, Licensee agrees to remove all trees/shrubs at the sole expense of Licensee.
6. Unless authorized in writing by Licensor, Licensee agrees not to plant any additional trees/shrubs within licensed area.

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Licensor/Licensee

ADDENDUM

**TREES/LANDSCAPING**

- A. Existing landscaping improvements (trees, plants, and shrubs) have been inspected and approved by Licensor. This written approval may be modified and/or rescinded by Licensor for any reason whatsoever.
- B. At any time, Licensor may require Licensee to modify and/or remove any or all such previously approved improvements at Licensee's risk and expense and without any compensation from Licensor.
- C. Licensee agrees and accepts full responsibility for the maintenance and/or removal of all trees, plants, and shrubs (vegetation) located on the property. All costs associated with the maintenance and/or removal of trees/vegetation will be the sole burden of Licensee.
- D. Periodically, the Property will be inspected by Licensor, and upon determination that any tree/vegetation requires trimming or removal, Licensee will be notified by Licensor. Failure by Licensee to trim or remove said tree/vegetation in the time allotted, that results in Licensor's contractor performing the work, Licensee will be billed by Licensor for the contractor's expense; and Licensee may be subject to termination under the terms and conditions of the Permit or License.
- E. Trees/vegetation must be slow growing and maintained by Licensee to not exceed fifteen (15) feet in height.
- F. Failure by Licensee to maintain all permit or license clearance requirements will require removal at Licensee's expense.
- G. Unless authorized in writing by Licensor, Licensee agrees not to plant any additional trees, plants, or shrubs within the Property. If additional authorization is requested by Licensee and prior written authorization is received by Licensor, no tree or plant species that is protected by federal or state law shall be planted within Licensor's land and no cactus or thorny shrubs/plants will be permitted.
- H. Any improvements or alterations, including retaining walls, planters, placement of large rocks, etc. and any mounds or changes of grade, require prior written approval by Licensor.
- I. Licensee will keep the Property clean, free from weeds, rubbish and debris, and in a condition satisfactory to Licensor.
- J. Upon permit or license termination, Licensee agrees to remove all trees/vegetation and improvements and restore the Property to a condition satisfactory to Licensor, at the sole expense of Licensee.

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## **COUNCIL AGENDA**

January 23, 2024

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

**SUBJECT:** Purchase of Security Camera Trailers

### **INTRODUCTION**

The use of technology, particularly security cameras, enhances public safety by providing law enforcement with additional tools to combat and investigate crime. Lakewood has successfully used fixed mount Automated License Plate Reader cameras in conjunction with security cameras for many years.

### **STATEMENT OF FACT**

The use of security cameras provides law enforcement with the ability to monitor live video feeds for improved response to incidents in real time and access to recorded footage to use for criminal investigations and prosecutions.

Mounting security cameras on a trailer significantly increases the versatility of their use. The trailers can be set-up in areas to assist law enforcement to address any criminal/nuisance activity to include vandalism, illegal dumping, street racing and loitering, and can be used during special events or during emergency response incidents to enhance safety and security of the event/incident.

The Department of Public Works has been working with Backstreet Surveillance of Salt City, Utah to install new and upgraded security cameras at various city facilities. The new cameras are use the latest technology, Ultra-High Definition (UHD), and connect to a locally stored Network Video Recorder (NVR) which can be accessed using a mobile device application or from a desktop workstation to view live video footage and playback and download recorded footage. Staff have been impressed with the quality of the equipment and ease of use of the overall system.

Staff received a quote from Backstreet Surveillance in the amount of \$96,747 for three (3) self-contained security camera trailers, each equipped with three (3) UHD pan-tilt-zoom cameras, one (1) License Plate Reader camera and a dedicated on-board NVR with a cellular modem for internet connectivity. The trailer utilizes battery power for the equipment, supported with a solar panel to keep the battery charged. The quoted price includes delivery. An additional ongoing cost of \$99 per month for each trailer is necessary for internet connectivity to allow remote access. Each trailer also has a 5 year warranty for the equipment and lifetime technical support.

Purchase of Security Camera Trailers

January 23, 2024

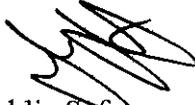
Page 2

The purchasing policy allows the purchase of equipment from a provider as a sole source based on factors that include performance capabilities and compatibility. The purchase of the security camera trailers from Backstreet Surveillance is to the benefit of the city to ensure proper connectivity and continuity with the overall security camera system upgrades. Therefore, purchase of security camera trailers through Backstreet Surveillance aligns with the purchasing policy as a sole source purchase. Funds are available in the approved FY 2023-2024 General Fund budget.

At its January 12, 2024 meeting, the Public Safety Committee discussed this item and approved staff's recommendation.

**RECOMMENDATION**

Staff recommends City Council approve the purchase of three (3) Senti-Lite mobile security camera trailers from Backstreet Surveillance in an amount of \$96,747.

  
Joshua Yordt  
Director of Public Safety

Thaddeus McCormack *PB for TM*  
City Manager

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## COUNCIL AGENDA

January 23, 2024

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

**SUBJECT:** Update on City Hall Office Improvements

### INTRODUCTION

On October 24, 2023 City Council authorized staff to negotiate a change order for the City Hall Office Improvements project to continue the improvements on the North side of City Hall, inclusive of the lobby, finance department, and remaining portion of the Community Development department. Construction is on-going for City Hall office improvements. Staff needs additional authorization to ratify the purchase of the office furniture, increase contingency and budget, and authorize a design proposal from our on-call architect Dahlin Group to continue design for future city hall improvements.

### STATEMENT OF FACT

City Council authorized staff to negotiate a change order for the City Hall Office Improvements project, originally titled 'Civic Center Counter Improvements at the Community Development and Public Works counter' in the approximate amount of \$522,249 to contractor Empire Design and Build, and authorized a project contingency of 25% or \$130,000. Due to timing constraints, staff requested authorization from Council before the finalized scope of work was selected and a change order was fully negotiated. As a result, the final change order to add these additional areas was issued in the amount of \$591,543.75, resulting in utilizing approximately \$69,000, or 58%, of the project contingency.

Nine (9) construction change orders have been issued to date on the construction contract with Empire Design & Build, inclusive of \$591,543.75 to remodel additional areas of City Hall ('Phase 2 of City Hall Office Improvements'). The change orders total \$688,497.48 added to the contract amount, resulting in a revised construction contract amount of \$1,014,497.48. The new change orders after approval of the additional scope include new ceiling grid and lights in the Community Development back office space, furring out a wall in the Community Development back office space, and additional required millwork and electrical scope. Recently, water damage was discovered to the front lobby roof, walls and floors, due to an ongoing clogged primary roof drain and inadequate drainage and must be addressed. Staff is still determining the best course of action to address this, and costs for repairs are still being determined.

In addition, the finalized proposal for the additional furniture was not yet received, and staff originally estimated a cost of \$198,000. The \$130,000 project contingency was intended to be split between the project construction contract and the purchase of the furniture. The cost for the additional furniture came in higher at approximately \$240,000. The \$240,000 includes \$216,000 of furniture costs associated with the Phase 2 area and \$24,000 of additional items from the previously completed Phase 1 area. The breakdown for total furniture costs for both Phases is as follows:

FF&E	PW-CD (Phase 1)	CD-Admin Services (Phase 2)	Total
Original Contract	\$ 138,154.59		\$ 138,154.59
Change Order	\$ 23,531.66	\$ 215,792.41	\$ 239,324.07
<b>Total</b>	<b>\$ 161,686.25</b>	<b>\$ 215,792.41</b>	<b>\$ 377,478.66</b>
Area Furnished (S.F.)	2,400	3,025	5,425
\$ per sq/ft	\$67.36	\$71.33	\$69.58

Due to an impending 6% (\$14,400) price increase set to take effect January 12, 2024, staff met with the City Manager to review the opportunity to purchase the furniture prior to the 6% cost increase. Staff is asking to ratify the purchase of the furniture in an amount not-to-exceed \$240,000. In order to place the order, staff utilized the remaining project contingency to fund the purchase of the furniture; plus an additional \$14,000. The City’s purchasing policy allows the Council to waive or alter purchasing procedures when “unforeseen circumstances arise that justify an exception to following the provisions of this policy and is in the best interest of the City.”

Original Contract (PHASE 1)		\$ 326,000.00
Original Contingency (20%)		\$ 65,000.00
CO No. 1	Asbestos Removal (days added)	\$ -
CO No. 2	Paint Additional Offices	\$ 14,092.10
CO No. 3	Electrical Rerouting	\$ 30,540.80
CO No. 4	Additional Painting	\$ 6,476.80
CO No. 5	6" cove base	\$ 1,054.93
	<i>Remaining Contingency (PHASE 1)</i>	<i>\$ 12,835.37</i>
CO No. 6 Change Order Authorization (PHASE 2)		\$ 522,249.00
CO No. 6 Contingency (PHASE 2)		\$ 130,000.00
	<b>Subtotal (PHASE 2)</b>	<b>\$ 652,249.00</b>
CO No. 6 (ACTUAL)	Phase 2 - Lobby, Finance and CD	\$ 591,543.75
CO No. 7	New CD Ceiling Grid and Lights	\$ 2,940.00
CO No. 8	Fur out wall in CD	\$ 2,684.00
CO No. 9	Additional Millwork and Electrical	\$ 39,165.00
	<i>Remaining Contingency (PHASE 2)</i>	<i>\$ 15,916.25</i>
	<b>Total Remaining Contingency (PHASE 1 &amp; PHASE 2)</b>	<b>\$ 28,751.62</b>
	Furniture Authorization (PHASE 2)	\$ 198,000.00
	Furniture Cost - Actual (PHASE 2)	\$ 240,000.00
	<b>SHORTFALL</b>	<b>\$ (42,000.00)</b>
Add'l Funding Needed (SHORTFALL - Total Remaining Contingency (PHASE 1 & PHASE 2))		<b>\$ 13,248.38</b>

In addition, \$30,000 of project funding was required for asbestos abatement testing, specifications, and oversight from our on-call environmental consultant SCS Engineers (this work was submitted in multiple proposals, in multiple phases, and approved by City Manager under his signature authority). The environmental oversight further reduced available project contingency, and should be ratified.

On February 14, 2023, City Council authorized work on the development of City Hall Office improvements master plan per a proposal by on-call architect Dahlin Group to develop a conceptual and schematic design for the improvements. In order to achieve the office improvements for phase 2, staff utilized this contract to develop designs suitable to negotiate a contract change order, and have Dahlin provide construction administration as necessary. Now, staff has asked Dahlin for a proposal for “phase 3” of City Hall office improvements. This would include creating construction documents suitable for negotiating a change order for the remainder of City Hall, inclusive of the Administration, Public Information, and RCS departments of City Hall. In addition, the proposal provides construction administration, such as responding to RFIs and submittal reviews. The total fee is not-to-exceed \$63,500.

As a result of these expenses, inclusive of additional cost of the furniture, cost of the design proposal from Dahlin Group, the unexpected water damage, and environmental oversight, staff needs additional project funding in an amount \$163,500, which includes an increase in project contingency in the amount of \$56,000 to cover the water damage and any additional unforeseen improvements necessary to complete the Phase 2 construction.

Staff needs authorization to ratify the purchase of the furniture from D&R Office Works, in the amount of \$240,000. Staff also needs authorization for the design work required for a “phase 3 city hall office improvements” from Dahlin Group in the amount of \$63,500. In addition, staff needs authorization to appropriate funds to cover the additional cost of the purchase of the furniture, the cost of the design for phase 3, the cost of the environmental oversight, and the increase in contingency in an amount of \$163,500.

Increase Cost to Purchase Furniture	\$ 14,000.00
Dahlin Design Proposal	\$ 63,500.00
Environmental Oversight	\$ 30,000.00
Contingency	\$ 56,000.00
Measure L Funding & Subtotal	\$ 163,500.00

On January 17, 2024 the CIP Committee concurred with staff’s recommendation to bring this item to the Council for approval.

## RECOMMENDATION

It is recommended that the City Council:

1. Appropriate \$163,500 from the reserve for Capital Improvements for the project from Measure L;
2. Authorization to increase the project contingency by an additional \$56,000;
3. Ratify the purchase from D & R Office Works for the office furniture in an amount not-to-exceed \$240,000;
4. Authorize the Mayor to sign the proposal from Dahlin Group for "Phase 3 City Hall Office Improvements" dated January 11, 2024, in an amount not-to-exceed \$63,500.
5. Ratify the purchase from SCS Engineers for environmental oversight in an amount of \$30,000.

Kelli Pickler   
Director of Public Works

Thaddeus McCormack *PB for T.M.*  
City Manager

## REQUESTED ADDITIONAL SERVICES (“RAS”) # 01

<b>PROJECT NAME:</b> CITY HALL REFRESH <b>DAHLIN PROJECT ID:</b> 1533-007	<b>RAS DATE:</b> JANUARY 11, 2024 <b>OWNER PROJECT ID:</b> <b>ORIGINAL AGREEMENT DATE:</b> DECEMBER 15, 2022
<b>ARCHITECT:</b> DAHLIN GROUP, INC. <b>OFFICE ADDRESS:</b> 5865 Owens Drive Pleasanton, CA 94588 <b>BILLING ADDRESS:</b> 5865 Owens Drive Pleasanton, CA 94588 <b>REPRESENTATIVE:</b> Daniel Berghauser, Project Manager Stephanie Fujimura, AIA LEED AP Principal / Senior Architect <b>PHONE:</b> 925-251-7200 <b>EMAIL:</b> daniel.berghauser@dahlingroup.com stephanie.fujimura@dahlingroup.com	<b>OWNER:</b> CITY OF LAKEWOOD <b>ADDRESS:</b> 5050 N. Clark Avenue Lakewood, CA90712 <b>REPRESENTATIVE:</b> Kelli Pickler Director of Public Works <b>PHONE:</b> 562-866-9771 <b>EMAIL:</b> kpickler@lakewoodcity.org

### I. ADDITIONAL SERVICES

- A. In relation to the above Agreement, DAHLIN requests authorization to perform the following Additional Services,
1. Architectural Design Services – Design Documentation
  2. Additional Construction Administration Services
    - a. Additional Services is for areas illustrated in Exhibit A.

### II. SCOPE OF SERVICES

#### A. ARCHITECTURAL DESIGN SERVICES – DESIGN DEVELOPMENT DOCUMENTATION

1. With OWNER's written approval of the Schematic Design documents, DAHLIN will produce Design Development documents for Owner's use in coordination with selected Contractor and Furniture vendors. In addition to the refinement of the documents prepared during Schematic Design, DAHLIN will produce the following Design Development documents:
  - a. Architectural Site Plan;
  - b. Accessibility, Notes/Details Sheets;
  - c. Floor plans and building plans;
  - d. Enlarged floor plans as required;
  - e. Furniture, fixtures and equipment (FFE) layouts;
  - f. Reflected Ceiling Plan(s);
  - g. Wall sections as needed;
  - h. Finish selection schedule
  - i. Finish details as needed
  - j. Interior elevations for major building elements;
  - k. Typical schedules;
2. DAHLIN will incorporate applicable OWNER's Standard Features / Specifications List that identifies major materials, systems, and appliances, which establish, in general, their quality levels, as well as Construction Standards. These items will be used for the basis of design

## **REQUESTED ADDITIONAL SERVICES**

and detailing. Changes to the OWNER's Standard Features / Specifications List that result in revisions to the drawings may result in Additional Services.

3. Coordination with OWNER's consultants during Design Development is included in this scope of services. Minor revisions and adjustments that refine and improve PROJECT design are also included. Substantial revisions to the design initiated by OWNER or OWNER's consultants may require Additional Services
4. DAHLIN will attend the following meetings as part of this Phase:
  - i. Up to two (2) virtual presentations meetings with CITY
  - ii. Up to one (1) in person meetings with the CITY

### **B. CONSTRUCTION ADMINISTRATION SERVICES**

1. DAHLIN will provide Construction Administration for the additional areas in Exhibit A.
  - a. Prior to start of Construction, DAHLIN, OWNER, and General Contractor will have a pre-construction meeting to establish expectations for performance of Construction Administration and the scope of services described below. If the scope of services described below for Construction Administration are adjusted during or after this meeting, Additional Services may be required.
  - b. As the PROJECT proceeds into Construction, DAHLIN will provide Construction Administration services, limited to eighty (80) hours of professional services. The scope and fee herein are based on an estimated eight (8) month construction period. Services required beyond that period and/or beyond the estimated hours are Additional Services. Scope may include:
    - i. Interpretation of the documents and responding to Requests for Information (RFI's);
    - ii. Reviewing and processing submittals limited to:
      - Review of initial submittal and one (1) re-submittal per product or material classification.
      - Additional review of submittals are Additional Services.
    - iii. Issuing ASI's and processing Change Orders are required;
    - iv. Construction Project meeting and site visits limited to:
      - Up to two (2) onsite meetings including two (2) hours of travel per meeting;
    - v. PROJECT Completion:
      - DAHLIN will provide up to once (1) onsite visit for punch. Backpunch (2<sup>nd</sup> + rounds) are not included.

### **III. COMPENSATION**

#### **A. FEE SUMMARY**

<b>SCOPE OF SERVICES</b>	<b>FIXED FEE</b>	<b>HOURLY ESTIMATE</b>
II.A. DESIGN DEVELOPMENT DOCUMENTATION	\$49,000	
II.B. CONSTRUCTION ADMINISTRATION		\$14,000
<b>TOTAL FEES:</b>	<b>\$49,000</b>	<b>\$14,000</b>

**Estimated Reimbursable Expenses: \$ 500**

# **REQUESTED ADDITIONAL SERVICES**

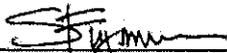
Thank you,

Approved this date: \_\_\_\_\_  
(Filled in by OWNER)

CITY OF LAKEWOOD

DAHLIN GROUP, INC.

\_\_\_\_\_  
MAYOR  
City of Lakewood

  
\_\_\_\_\_  
Stephanie Fujimura, AIA LEED AP  
Principal / Senior Architect  
License #C36523, Exp. 3/31/2026

*This Agreement can be accepted by either signing where indicated or providing a written notice to proceed. A written notice to proceed by electronic mail or other means signifies an acceptance of all terms and conditions contained within this Agreement.*

END OF RAS #01



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## COUNCIL AGENDA

January 23, 2024

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

**SUBJECT:** Authorize Letter of Intent with Southland Industries

### INTRODUCTION

The Electrical, HVAC and Roof Improvements project is a major infrastructure project that is planned in our Capital Improvement Program. Due to logistical issues with bidding the project, including supply chain delays, staff looked into alternate procedures for constructing the work. Staff recommends considering the use of Government Code 4217, a procurement method for energy projects, to complete the improvements. In order to consider the feasibility of utilizing the code, staff recommends issuing a Letter of Intent to Southland Industries.

### STATEMENT OF FACT

Government Code 4217 (specifically 4217.10–18) is a procurement policy that allows public agencies to enter into a range of services related to infrastructure improvements such as energy conservation, generation, or purchase. This code is not a program or a grant fund but rather a procurement code that allows public agencies to sole-source or procure services through alternate methods. GC 4217 was written to be intentionally broad in order to provide maximum flexibility for agencies to use in a variety of ways. Some agencies use GC 4217 to purchase power, while others use it as a procurement vehicle to buy design-build retrofit projects with multiple disciplines like HVAC, roofing, electrical, and anything else related to necessary operating or utility costs. GC 4217 allows agencies to pick their vendor partner based on their own best value criteria.

Staff recommends the use of GC 4217 to complete the Electrical, HVAC and Roof Infrastructure Improvement Project. Upon a detailed constructability review of the bid package with City and Willdan staff, it was determined that the plans need modification to the design before we can return to another plan check. In addition, the equipment has very long lead times; for example, some electrical switch gears have up to a two-year procurement timeline. This has made it difficult to develop a construction schedule for the bid package, and staff and our consultant Willdan have been trying to determine the best way to put the project out to bid considering the impacts of the supply chain delays and uncertainty of coordination with the event space users. In a typical bid environment, the contract would include a defined number of working days. However, it is impossible to estimate the project duration, given the market. Therefore, contractors are unable to price the work, without including large contingencies for inflation and labor escalation. In addition, some of the facilities require coordination with Southern California Edison (SCE). Utilizing the code could streamline this process by choosing a design-build contractor to optimize the design, streamline procurement of equipment, and perform installation of the work.

On December 11, both Siemens Energy and Southland Industries presented to the CIP Committee with their proposed energy projects that could be conducted through the utilization of GC 4217. Southland Industries proposed to complete the projects that have already been designed and slated for the Electrical, HVAC, and Roof Infrastructure Improvements project (Arbor Yard, Biscailuz

Park, Burns Community Center, San Martin Park, Monte Verde Lodge, Nye Library and Bloomfield Park) as well as adding the Civic Center buildings (the Centre and City Hall) where much of the HVAC equipment and roofs are due for replacement in the next two years, but design engineering has not yet been completed. Their proposed scope of work includes addition of new facility controls and LED lighting improvements at all the listed facilities. For the projects already designed, Southland proposes to do value engineering. For the projects not yet designed (such as the Civic Center), their design work would start from the beginning.

In order to initiate the process with Southland Industries, the City would need to provide Southland with a Letter of Intent (LOI). The LOI would allow Southland to proceed with the Investment Grade Audit (“audit”), to develop a scope of work and a not-to-exceed firm-fixed price to replace City wide aging facility infrastructure in an effort to improve energy efficiency and operation and maintenance costs. The purpose of this audit is to determine the feasibility of entering into a negotiated contract with Southland utilizing GC 4217, for energy conservation, air quality improvements, and infrastructure upgrades at the facilities requiring improvements.

The audit would encompass working with the City to identify the facilities in most need for improvements, any operating issues at those facilities, and the City’s financial parameters for capital projects. They would evaluate the utility data, operating costs, and infrastructure in order to identify the preliminary scope of work with a budgetary cost for the improvements, and estimated cost savings. Once the City agrees to the scope of work, they will proceed with design to 30% completion in order to develop firm-fixed pricing, a not-to-exceed cost, for the project. The value engineering for the already designed projects would be completed and turned over to the City. At this phase, they would calculate energy cost savings, and operation and maintenance cost savings, resulting from the project improvements. In addition, they would identify any relevant grants, incentives, and rebates to offset the costs for the project, as well as develop pro forma cash flow models. Once the audit is complete, Southland would review the results with the City, including the selected scope of work, proposed phased approach for scheduling, and firm-fixed pricing, for consideration into entering a project construction contract. If the City does not agree to enter into an agreement with Southland within 120 days of submittal of their final report, the City would be obligated to pay Southland for the project development costs incurred during the audit in the amount of \$120,000. The data from the audit and all design work would be owned by the City and turned over at this time. If the City enters into contract with Southland, then the project development fees would be incorporated into the final fixed fee for the work.

On January 17, 2024 the CIP Committee concurred with staff’s recommendation to bring this item to the Council for approval.

**RECOMMENDATION:**

That the City Council authorize staff to issue the Letter of Intent to Southland Industries.

Kelli Pickler  
Director of Public Works

Thaddeus McCormack  
City Manager



January 10, 2023

City of Lakewood  
5050 Clark Avenue  
Lakewood, CA 90712

Attn: Mr. Thaddeus McCormack, City Manager  
Re: Letter of Intent (LOI) for Investment Grade Audit for City of Lakewood

The City of Lakewood ("the City" or "Lakewood") requests that Southland Industries (or Southland") proceed with the Investment Grade Audit ("IGA" or "Audit") to develop a scope of work and a firm fixed price to replace City-wide facilities equipment/infrastructure in an effort to improve efficiency and operation and provide improved City spaces for residents and employees, while reducing operating and maintenance costs.

The purpose of the Investment Grade Audit is to determine the feasibility of entering a negotiated Contract per the California Government Code, Section 4217, for energy conservation, air quality improvements, and infrastructure upgrades to be provided at various facilities and infrastructure owned and/or operated by the City.

The Southland Team will perform the following activities:

1. Work with designated City officials to identify desired City facilities to include in the Audit/Scope of Work.
2. Discuss with City/Facilities staff to understand current operating challenges.
3. Discuss with City/Finance staff to understand current financial parameters for capital projects.
4. Review and analyze existing utility data/operating costs to determine areas for efficiency improvement.
5. Review and analyze existing 100% design plans for Arbor Yard, Biscailuz Park, Burns Community Center, San Martin Park, Monte Verde Lodge, Nye Library, and Bloomfield Park with the intent to provide value engineering.
6. Develop a scope of work for the Centre and City Hall facilities.
7. Tour facilities to identify equipment/infrastructure to validate discussions and analysis.
8. Identify preliminary Scope of Work with budgetary cost to implement and estimated cost savings.
9. Develop an implementation schedule with costs accounting based on equipment lead times and available budget.
10. Present preliminary findings to City officials for discussion and feedback, including schedule, detailed cost analysis, 30% drawings for the Centre and City Hall and value engineering drawing revisions and/or markups for the remaining seven projects.

Once a Scope of Work has been identified with validation from City decision-makers:

11. Design scope to 30% completion in order to develop firm-fixed construction pricing for the Centre and City Hall.
12. Perform constructability and value engineering for seven facilities listed above.
13. Calculate Investment-Grade energy cost savings resulting from project implementation.
14. Identify operating & maintenance cost savings resulting from project implementation.
15. Identify all relevant grants/incentives/rebates.
16. Develop financial pro forma cash flow models.
17. Develop phasing schedule.
18. Present Final Results of Contract Scope of Work.



Upon completion of the Audit, Southland will present the final results (including selected scope of work and firm-fixed pricing for implementation) and will review with City officials for consideration of entering into a project construction agreement with Southland for turn- key implementation.

The City and Southland mutually agree that Southland is developing a comprehensive project to be funded or financed by multiple sources. Southland understands that the City may choose to implement the project in multiple phases. Only in the event that Southland completes the IGA, and the City does not enter into an Agreement to complete one or more of the projects identified with Southland, with a combined minimum value of \$1.8 million, within one hundred and twenty (120) days of submittal of the final report, will the City be obligated to pay Southland for the project development costs incurred in the amount of \$120,000. In the event Southland completes the development activities as stated on the prior page and the parties enter into the Agreement, then the costs associated with engineering, preconstruction activities, project development, estimating cost of the study shall be incorporated into the final Lump Sum Fixed Price of the Agreement.

It is the City's intent to have Southland complete the Investment Grade Audit immediately and upon entering into the Agreement, commence the construction phase as soon as possible. The following provides the milestones and target dates to meet this desired schedule:

Project Milestone	Target Date
LOI Executed	January 23, 2024
Investment Grade Audit Complete	May 23, 2024
Project Approval by the City	August 13, 2024
Installation/ Implementation Begins	August 19, 2024

Accepted by:

\_\_\_\_\_  
 Thaddeus McCormack  
 City Manager City  
 of Lakewood

\_\_\_\_\_  
 Date

Accepted and Agreed:  
 Southland Industries

\_\_\_\_\_  
 Dominic Cardenas  
 Senior Account Executive

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Anthony Roner  
 Vice President

\_\_\_\_\_  
 Date

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## **COUNCIL AGENDA**

January 23, 2024

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

**SUBJECT:** Approve Agreement with Bucknam for Annual GIS Support Services

### **INTRODUCTION**

On February 14, 2023, City Council authorized work with the Bucknam Infrastructure Group to provide a comprehensive sidewalk management program that would establish a schedule for the City's inventory, inspection, maintenance and repair activities for City sidewalks. That work is complete, and Bucknam has now provided a proposal for annual GIS support services.

### **STATEMENT OF FACT**

The Bucknam Infrastructure Group specializes in pavement management inspections, right-of-way (ROW) inventory, sidewalk program management, and GIS management services. Bucknam is nearing completion of their original scope of work to provide inspection and management services to develop a comprehensive sidewalk program that will be utilized to establish a schedule for the City's inventory, inspection, maintenance and repair activities. Now that their original scope is near complete, staff asked Bucknam to provide a proposal for annual GIS support services.

The scope of work is for on-going support of the GIS database. Bucknam will assess the project maintenance priorities relating to GIS and asset management and support maintenance staff with all GIS services. The typical core services provided is inclusive of utility GIS mapping, parcel updates, easement assessment, planning/land use/zoning updates, traffic control device updates, Capital Improvement Program mapping, flood zone updates, etc. Their staff will provide support to core services and maintain existing GIS layers, as well as develop new GIS datasets, through weekly staff augmentation support. This will include Bucknam staff being on-site at the Lakewood City Hall/Yard several hours per month as well as supporting the project through off-site services at Bucknam's offices. Bucknam will provide City staff with monthly status reports describing what work efforts were started, progressed upon and/or completed during the previous month. This will allow the project manager to quickly assess and verify that the GIS scope of work is moving forward and is on schedule. Additionally, Bucknam will have a GIS Analyst onsite every two weeks.

Their annual GIS services proposed fee is \$35,040 a year, however their agreement also includes optional GIS services that could be funded or authorized separately through a purchase order. When Bucknam is asked to provide services for any larger project where the proposed fees are in excess of \$20,000, they would provide a detailed, written proposal that staff would ask City Council to authorize under this On-Call Contract Services Agreement.

Approve Agreement with Bucknam for Annual GIS Support Services  
January 23, 2024  
Page 2 of 2

For smaller projects or studies where fees are less than \$20,000, Bucknam would provide a written letter proposal with fees capped at a not-to-exceed amount. This proposal would be authorized by the city manager prior to starting work.

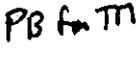
There are sufficient funds for this work in Measures M and Measure R, which are one-half cent sales tax measures approved by Los Angeles County voters earmarked for the Local Return Programs to be used by cities in developing and/or improving local public transit, paratransit and related transportation infrastructure.

**RECOMMENDATION:**

That the City Council:

1. Approve the consulting agreement with Bucknam Infrastructure Group for GIS Support Services;
2. Authorize the proposal for Lakewood's Annual GIS Support Services for an annual fee of \$35,040;
3. Authorize the use of Measure R in the amount of \$17,250.
4. Authorize the use of Measure M in the amount of \$17,250.

Kelli Pickler   
Director of Public Works

Thaddeus McCormack   
City Manager

**AGREEMENT**  
**FOR**  
**GIS SUPPORT SERVICES**

THIS AGREEMENT, made and entered into on January 23, 2024, by and between the CITY OF LAKEWOOD, a municipal corporation, sometimes hereinafter referred to as "City," and BUCKNAM INFRASTRUCTURE GROUP, INC., sometimes hereinafter referred to as "ENGINEER."

WITNESSETH:

WHEREAS, the City desires to retain BUCKNAM INFRASTRUCTURE GROUP, INC. for annual GIS support services in connection with the work hereafter described; and

WHEREAS, the ENGINEER has the necessary skills and qualifications and licenses required by law to perform the GIS support services required under this Agreement in connection with said project; and

WHEREAS, the City Council at a regular meeting held on January 23, 2024 authorized the Mayor and the City Clerk to enter into this Agreement; and

NOW, THEREFORE, it is hereby agreed by and between the parties that:

1. DEFINITIONS. As used in this Agreement, the following definitions shall be applicable:

- A. ENGINEER. ENGINEER shall mean:  
BUCKNAM INFRASTRUCTURE GROUP INC.  
3548 Seagate Way, Suite 230  
Oceanside, CA 92056  
Phone: (760) 216-6259  
E-Mail: [peter@bucknam-inc.com](mailto:peter@bucknam-inc.com)
- B. City. City shall mean the City of Lakewood, a municipal corporation, 5050 Clark Avenue, Lakewood, California, 90712.
- C. City Council. City Council shall mean the City Council of the City of Lakewood.
- D. Contractor. Contractor shall mean that person or persons awarded any contract by the City to perform the work designed by the ENGINEER.
- E. Services. Services shall mean the GIS support services to be performed by the ENGINEER pursuant to this Agreement.

- F. Work. Work shall mean the implementation and management of the GIS database and performance of GIS support services as assigned under "On-Call GIS Support Services" for which the GIS support services are hereby authorized.

2. SCOPE OF SERVICES. ENGINEER agrees to prepare and furnish the City, following written authorization from the City to proceed, those services as set forth in ENGINEER's written proposal for specific projects as requested by the City.

Upon specific and separate authorization by the City, the ENGINEER agrees to provide GIS support services for the City, with scope of work and fee based on project-specific written proposals. Budgeted projects where the fee is less than \$20,000 may be authorized by the City Manager. Budgeted projects where the fee exceeds \$20,000 will require written approval by the City Council.

As applicable to the project-specific written proposal, during the progress of the work, the ENGINEER shall make monthly estimates of the completed work and shall have the responsibility of certifying to progress payments on the construction contract. The ENGINEER agrees to use reasonable diligence to protect the City against any defects and deficiency in the work of the Contractor, but it is expressly understood the ENGINEER does not guarantee the performance of any contract by any contractor.

3. EXCLUSION FROM SCOPE OF SERVICES. It is agreed by and between the parties hereto that the services to be provided by the ENGINEER under this agreement do not include: any exclusions not listed in the project-specific proposal.

4. PAYMENT. For and in consideration of the engineering and project management services performed by the ENGINEER and when approved by the City, the City agrees to pay to the ENGINEER on a time and material basis, at a rate determined by the Schedule attached, for services actually rendered.

The aforementioned consideration shall be paid to the ENGINEER upon completion of each phase and submission of the ENGINEER's statement of time expended and the applicable rate to be charged to the Director of Public Works. No payment shall be made until the aforementioned work has been certified by the Director of Public Works as having been completed in accordance with the applicable rate.

5. TIME FOR PERFORMANCE. It is understood and agreed by and between the parties hereto that time is of the essence. The ENGINEER agrees that he will diligently and reasonably pursue the performance of the services required by him by this agreement.

6. TERMINATION. The City may terminate this Agreement at any time by giving the ENGINEER at least fifteen days prior written notice. In the event of termination, the City shall pay the ENGINEER the total value of the services of the ENGINEER to the final date of termination, computed in accordance with the terms and provisions of this Agreement, provided, however, that the same does not in any case exceed the maximum amount hereinbefore set forth for payment of consideration. Except as herein provided, this Agreement shall continue until the successful completion of the work and the acceptance of said work by the City.

7. ASSIGNMENT AND SUBCONTRACTING. Notwithstanding any provision of this Agreement to the contrary, ENGINEER shall not assign, subcontract or transfer any part or portion of this Agreement, or any responsibility hereunder, without the prior written consent of the City.

8. OWNERSHIP OF DOCUMENTS. It is further agreed by and between the parties hereto that the City shall have full, complete and absolute title to all preliminary plans, drawings, reports, cost estimates, schematic drawings, and other engineering drawings and specifications prepared by the ENGINEER pursuant to this Agreement, regardless of the state of completion thereof. It is further agreed by and between the parties that the City may make full and complete use of said materials so prepared for the City as it desires, and within its own discretion without any liability of any kind whatsoever to the ENGINEER other than payment of compensation as provided in this Agreement.

Originals of drawings, specifications, estimates, field notes and calculations prepared by the ENGINEER shall be and remain the property of the ENGINEER with the exception, however, that an electronic CAD file, an electronic PDF copy, and mylar base copy of specifications and drawings shall be provided the City, in which the City shall have full, complete and absolute title. The use by the City of the aforementioned documents, title to which is vested in the City pursuant to this paragraph, in any subsequent project in which the ENGINEER has not been retained, shall be at the sole risk and responsibility of the City, and the ENGINEER shall not be responsible to the City for any errors or omissions in respect to said materials.

9. INDEPENDENT CONTRACTOR. It is expressly understood and agreed that ENGINEER has been retained as an independent contractor as distinguished from an employee or agent of the City to perform the aforementioned services. ENGINEER acknowledges the independent contractual relationship and releases the City from any liability or obligation to make deductions or withhold for the compensation of any officer, agent or employee thereof, in respect to unemployment, income tax, disability, social security, health, pension or retirement benefits. It is expressly understood that no officer, agent or employee of ENGINEER shall have any City status or benefit, including health, retirement and workers' compensation benefits.

ENGINEER shall cover all its officers and employees where required by law with workers' compensation insurance or benefits. ENGINEER does hereby assume all risk to himself, his personnel, subcontractors and agents and employees thereof for personal injury or death, and all risk of property damage or loss to any property, wares, vehicles and materials from whatever sources and further releases the City, its officers and employees from any liability therefor.

ENGINEER certifies that he is aware of the provisions of the Labor Code of the State of California, which require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and he certified that he will comply with such provisions before commencing the performance of the work of this Agreement.

In the performance of this agreement, ENGINEER shall comply with all applicable provisions of the California Fair Employment Practices Act (California Labor Code Sections (410 et seq.) and the applicable equal employment provisions of the Civil Rights Act of 1964 (42 U.S.C. 200e 217), whichever is more restrictive.

10. LIABILITY AND INDEMNIFICATION. ENGINEER shall indemnify the City, its officers, employees and consultants, from any claims, losses, damages, costs or expenses to the extent that such claims, losses, damages, costs or expenses arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of the ENGINEER, its employees, consultants, or agents.

The ENGINEER at all times during the term of this Agreement, shall maintain and keep in full force and effect, and deposit with the City, insurance or a Certificate of Insurance which shall evidence the fact that the ENGINEER has in full force and effect a comprehensive personal injury and property damage policy protecting the ENGINEER and the City from liability in the following policies of insurance with minimum limits as indicated below and issued by insurers with A.M. Best ratings of no less than A-: VI:

- Commercial general liability at least as broad as ISO CG 0001 (per occurrence) \$1,000,000; (general aggregate) \$2,000,000
- Commercial auto liability at least as broad as ISO CA 0001 (per accident) \$1,000,000.

Said policy shall contain a provision that the same cannot be canceled without at least thirty (30) days notice to the City thereof, unless canceled for non-payment, then ten (10) days notice shall be given and shall name the City as an additional insured.

- Worker's compensation- Statutory

Said policy shall contain a provision that the same cannot be canceled without at least thirty (30) days notice to the City thereof and shall name the City as an additional insured.

11. RESERVATION OF RIGHTS. Nothing in this Agreement shall be deemed to bind the City to any course of conduct other than its obligation hereunder to pay the ENGINEER for said services as rendered. It is understood that the City reserves the complete right within its discretion to reject all or any part of any design, plan, specification or recommendation made to it or submitted by said ENGINEER and in that regard the only responsibility of the City shall be to pay said ENGINEER for services as rendered. It is further understood that acceptance herein by the City of any design, plan or specification of the ENGINEER shall be for the purpose of compensating the ENGINEER only, and shall not be binding on the City as to any further course of action. The City reserves the complete right to authorize the completion and construction of any phase of the work, or to deviate from said construction plan in any degree, or to discharge the ENGINEER in accordance with the terms and provisions of this Agreement.

12. NOTICE. 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:**

City of Lakewood  
5050 Clark Avenue  
Lakewood, California 90712

**TO ENGINEER:**

Bucknam Infrastructure Group Inc.  
3548 Seagate Way, Suite 230  
Oceanside, CA 92056

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

CITY OF LAKEWOOD

By \_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

ENGINEER

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

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

December 21, 2023

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

**Subject: Proposal for Lakewood's Annual GIS Support Services**

Dear Kelli:

Bucknam Infrastructure Group, Inc. is pleased to submit our Scope of Work for the continued support of the City's infrastructure management / GIS needs and ArcGIS Online (AGOL) applications. Building upon the success of the major GIS infrastructure projects performed over the past year, we look forward to supporting and further developing your GIS Enterprise. Our submittal addresses the continued management of GIS project and discussion items that have been covered in our meetings with the City. In these meetings, the City has expressed the need to implement annual GIS support services that will proactively enhance how staff access and maintain essential Public Works data.

Bucknam will serve as the "go-to" GIS staff for the City's Public Works department and will champion the implementation and management of the following GIS functions:

- On-going support of GIS datasets
- Perform Annual GIS Support Services requested by the City

In our enclosed scope of work, we have included detailed descriptions of the major work elements described above. Bucknam Infrastructure Group will serve as the GIS Consultant and will be responsible for providing quality GIS services to the City's Public Works department. From the onset, our team will work closely with City staff in proactively managing this project and implementing successful GIS strategies. By selecting Bucknam, the City will continue to receive a strong, knowledgeable, innovative, and communicative team with the experience to implement a cost-effective GIS infrastructure management program. Our experienced asset management professionals are committed to delivering quality services to the City of Lakewood.

Respectfully submitted,

***Bucknam Infrastructure Group, Inc.***



Aaron Sutton  
GIS Manager



**BUCKNAM**  
INFRASTRUCTURE GROUP, INC.

3548 Seagate Way, Suite 230  
Oceanside, CA 92056  
T: (760) 216-6529  
[www.bucknam-inc.com](http://www.bucknam-inc.com)

## Project Approach

The City has recognized the need to improve upon its current approach to managing sign replacement, sidewalk repairs, curb markings and ADA Ramp accessibility. We have described below our unique approach that will allow Lakewood staff to continuously access and query the data and manage infrastructure projects utilizing interactive ArcGIS Online (AGOL) applications.

Additionally, recognizing that tracking asset work history is critical to successful operations within the Public Works department, a need has been identified to contract with a GIS management team to champion and ensure GIS projects and associated datasets are efficiently managed. This is essential to achieving short-term goals and establishing the long-term success of the Lakewood GIS.

Bucknam Infrastructure Group will work closely with City staff to ensure the Public Works Department's needs are understood and met. This involves understanding the City's approach to the repair and replacement of assets as well as their associated repair/rehabilitation costs.

## Scope of Services

### Task 1 - Annual GIS Support Services

#### Project Approach

With an established Lakewood Geographic Information System, the City has grown to utilize and rely upon the system daily through all levels of management. Recognizing that the system is critical for day-to-day operations within the City, the use of Bucknam's Annual GIS Support Services to champion and ensure GIS projects are efficiently managed within each department is essential. This is vital to the long-term success of the GIS. With Bucknam's staff working as an extension of City staff, we will be able to assess ongoing GIS projects (internal and with outside consultants), implement solutions to known short-term GIS needs and manage long-term GIS priorities.

#### Scope of Services

With the City's approval, Bucknam will initiate the annual GIS Management efforts to support the City's GIS. This will include the identification of "core" and "optional" projects for the next twelve (12) months. Bucknam will work closely with key City staff to ensure the tasks are prioritized and all project scopes are understood.

# Scope of Work



## Core GIS Services

Core/Routine services would be considered GIS projects that require regular updates and include the following typical support services:

2024 GIS Core Services	
Public Works Utility GIS Mapping	Parcel Updates
Water-Sewer-Storm GIS Mngt. - Digital Atlases	Address / Assessor Dwelling Unit updates
Easement Assessment, Identification, Mngt.	Planning (Landuse/Zoning) updates
LOMA Updates	ArcGIS Online-GeoServer-QGIS Mngt.
Traffic Control Device updates	Internal + Public GIS Mngt.
Pavement Management Program-GIS Updates	MyRoads updates - Mngt.
PW Capital Improvement Program Mapping	AI True Area PMP Calc's
Public Works GIS Asset Mngt.	Right-of-Way mapping
Flood Zone updates	City-owned EV Charging Station GIS

## GIS Support Services

Bucknam will assess the project maintenance priorities relating to GIS and asset management and support maintenance staff with all GIS services. Our staff will provide support to the listed core services and maintain existing GIS layers, as well as develop new GIS datasets, through weekly staff augmentation support. This will include Bucknam staff being on-site at the Lakewood City Hall/Yard several hours per month as well as supporting the project through off-site services at Bucknam's offices (hours may vary weekly between on-site and off-site due to workload).

## Quality Control/Quality Assurance

Bucknam will provide the City's Project Manager with monthly status reports describing what work efforts were started, progressed upon and/or completed during the previous month. This will allow the project manager to quickly assess and verify that the GIS scope of work is moving forward and is on schedule. Additionally, Bucknam will have our GIS Analyst onsite every two weeks.

## Optional GIS Services

Optional services would be considered GIS projects that may require a significant effort to complete. To prevent affecting the budget and delivery of Core services they are designated as Optional projects. Optional projects are typically driven through individual department requests and funded through that department as an amendment to our GIS Services contract or separately through a purchase order or unique professional services agreement.

Optional GIS services will be prioritized based upon project workloads, City needs, available data, allocated / available departmental budgets and outside consultant project delivery schedules. Fees to be determined.

# Scope of Work



Based upon discussions with staff as well as our GIS experience with other SoCal clients, Bucknam has identified potential 2024 Optional GIS projects below:

## Potential Optional GIS Services

2024 Optional GIS Services	
Pavement Management Program Update	Bike Lane GIS Mngt.
Sidewalk Condition Assessment	Record Retention - Scanning of PW plans
Fire Dept. / Police Dept. GIS Services	Hazard GIS mapping (fire, faults, flood)
Parks Hardscape / Softscape Inventories	Street Light Pole / Circuit Inventory
Schools / Public Facilities GIS	Centerline Ties GIS Mngt.
District GIS mapping (Schools, Tax, City Council)	Street Sweeping / Trash Collection GIS
Digital Imaging Link to Asset Photos	Vector Control / Vacant Land / Weed Abatement

## Project Deliverables

With Core projects ready to be initiated January 2024 we have provided below a general outline approach and summary to what deliverables will be provided to the City within the next year (January 2024 thru January 2025).

### 2024 Annual GIS Support Services Project Deliverables

- ArcGIS Online training as needed
- General Management of all current Public Works GIS datasets
- Bucknam GIS / GIS Server / ArcGIS Online management / collaboration
- Internal and Public facing GIS Support (if requested)
- General right-of-way (ROW) GIS mapping services
- Parcel, APN, Address GIS Support
- Annual GIS Water, Sewer, Storm Drain GIS updates and Atlas production
- GIS Parcel Management – monthly / annual updating
- Capital Improvement Program GIS mapping
- Sidewalk, curb ramp, sign management GIS support for asset work history / new installation efforts
- Traffic Signal GIS – Plan Links
- ArcGIS Online software and license management
- As-Needed Easement Mapping

### 2024 Optional GIS Project Deliverables

- To be determined

## Proposed Fee

The scope of services shown will be accomplished on a **time and materials, not-to-exceed basis** in accordance with the standard hourly rate schedule attached. Our anticipated annual fee for the "Annual GIS Support Service" tasks, including labor and reimbursable expenses, is **\$35,040**.

We have included our fee schedule below for the City consideration:

- **Annual GIS Support Services Proposed Fee (January 2024 to January 2025)**
  - Total Annual GIS Support Services Proposed Fee = \$2,920 per month (\$35,040)

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- **2024 Optional GIS Project Deliverables**
  - To be determined

Should the City desire to increase the service level above the fees outlined above or require other services not described herein, a fee adjustment would be negotiated and mutually agreed upon by both parties.

# Scope of Work



## Standard Hourly Rate Schedule

<b>Category</b>	<b>Rate</b>
Principal	\$ 295
Senior Project Manager	215
Infrastructure Management Project Manager	205
Management Analyst	180
Project Engineer / Planner	170
Sr. Engineer / GIS Manager / Sr. Inspector	165
Assistant Engineer / Sr. Technician / GIS Analyst	155
CADD Operator	120
Field Technician	107
Administrative Assistant	100
Clerical / Word Processing	95
 <u>Reimbursables</u>	
Mileage	\$0.75/mile
Subconsultant Services	Cost + 15%
Reproduction	Cost + 15%
Travel & Subsistence	Cost + 15%
Fees & Permits	Cost + 15%
Computer Services (External)	Cost + 15%

Rates Effective 9/1/23



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# Reports

**COUNCIL AGENDA**

January 23, 2024

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

**SUBJECT:** Temporary Fireworks Stand Rent Ordinance

**BACKGROUND**

Lakewood Municipal Code section 3105.5.H limits the rent amount to \$1,000 per year that organizations can pay for the cost of renting a location for placement of a temporary firework stand. The limit was established by Ordinance 2002-2 in March 2003 and has not been increased since then. To prevent an organization from potentially losing their location due to lack of financial motivation from property owners, staff is recommending the proposed ordinance.

The proposed ordinance provides an increase in the rent limit to \$1,750 per year, or \$750 more than the current maximum. It also adds a rent equalization fee for organizations that do not pay rent. The amount is to be determined by a formula established by the City based on the organization's prior year fireworks sales gross receipts, but not to exceed \$500 per year.

The Public Safety Committee reviewed this item and recommends adoption of the proposed ordinance.

**RECOMMENDATION**

It is recommended that the City Council hold a public hearing and introduce the proposed ordinance.



Jose Gomez  
Director of Finance and Administrative Services

Thaddeus McCormack *PB for TM*  
City Manager

ORDINANCE NO. 2024-1

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD AMENDING SECTION 3505.5 OF THE LAKEWOOD MUNICIPAL CODE REGARDING RENT PAID FOR FIREWORKS STAND LOCATIONS.

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

SECTION 1. Subsection H of section 3505.5 of the Lakewood Municipal Code is hereby amended to read as follows:

**H.** Commencing ~~March 31, 2003~~ February 1, 2024, the total amount of any compensation paid by an organization to a property owner or manager for the cost of renting a location for placement of a fireworks stand shall not exceed ~~one thousand dollars~~ \$1,750 whether paid in cash or merchandise and whether paid by the organization or other party, including a company distributing fireworks in any one year. Organizations that do not pay rent shall be required to pay a rent equalization fee determined by a formula set by the City based on previous year's gross receipts. This fee shall not exceed \$500 per year.

SECTION 2. SEVERABILITY. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent authority, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

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

ADOPTED AND APPROVED this \_\_\_ day of \_\_\_\_\_, 2024, by the following roll call vote:

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

\_\_\_\_\_  
Mayor

ATTEST:

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

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## **COUNCIL AGENDA**

January 23, 2024

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

**SUBJECT:** Salvation Army Bell Shelter Update

### **INTRODUCTION**

Lakewood has been contracting with Salvation Army since July 1, 2023 for four (4) dedicated crisis shelter beds at their Bell Shelter. The beds are for the exclusive use of Lakewood based homeless. The first six months of the shelter bed program have been successful in the effort to address homelessness in Lakewood.

### **STATEMENT OF FACT**

Lakewood entered into an agreement with Salvation Army for four (4) dedicated crisis shelter beds at their Bell Shelter facility for a one year term, July 1, 2023 through June 30, 2024. The dedicated beds are allocated for Lakewood based homeless individuals at a daily rate of \$57 per bed. The total cost of the contract is \$83,220.

Bell Shelter provides a comprehensive scope of support services for individuals experiencing homelessness, to include case management, supportive and transitional housing, individual and group counseling to help clients overcome emotional and psychological barriers, drug and alcohol treatment services, alternative sentencing for non-violent offenders, job search assistance, dedicated reintegration program for Veterans, adult education and mobile medical services. The shelter provides services to over 350 individuals on a daily basis.

During the first 6 months of the shelter program 23 individuals were referred to the shelter, of which 15 (65%) have successfully completed the intake process and entered the shelter. The remaining eight referred either were a no show at the shelter or changed their mind just before entering the shelter. The average length of stay at the shelter was 35 days, the longest 80 days and shortest 3 days. The average age of individuals referred to the shelter is 46, the oldest 78 and youngest 26. During this same time period, the occupancy rate was 72%.

Three of the individuals have successfully transitioned to other service programs or living arrangements. One moved into their own apartment after staying at the shelter for 40 days and two moved into shared housing as part of the Home to Employment program. Others that entered the shelter either moved on to other programs outside of the shelter, failed to return and/or voluntarily chose to leave the shelter and a few were asked to leave for failure to follow the rules or participation. A few individuals that left the shelter returned to Lakewood shortly after their departure.

The Homeless Services Liaison that serves Lakewood is the primary point of contact to provide outreach to individuals, assess and confirm interest in entering the shelter, completing and submitting the requisite referral to Bell Shelter and assisting to arrange transportation and physical intake of the individual at the shelter. Through her outreach efforts, she has established a rapport with individuals which has led to more people willing to go enter the shelter when a bed becomes available. For the past few months, she has maintained a "waiting list" of 3-4 people.

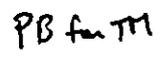
Staff proposes amending the contract with Salvation Army to increase the number of dedicated beds for Lakewood based homeless from four (4) to eight (8) beginning February 1, 2024 through the remainder of the current term, June 30, 2024. Staff has confirmed with the Bell Shelter that they have sufficient number of shelter beds to accommodate the increase. At the daily bed rate of \$57.00, the cost for the additional beds is approximately \$35,000, bringing the total one year cost for contracted shelter beds to \$118,220. America Rescue Plan Act funds set aside for homeless related services are available in the Fiscal Year 2023-2024 budget.

At its January 12, 2024 meeting, the Public Safety Committee discussed this item and approved staff's recommendation.

### **RECOMMENDATION**

Staff recommends City Council approve the first amendment to the agreement with Salvation Army for dedicated crisis shelter beds at their Bell Shelter, starting February 1, 2024 through June 30, 2024, and authorize the Mayor to sign the agreement in a form approved by the City Attorney.

Joshua Yordt   
Director of Public Safety

Thaddeus McCormack   
City Manager

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**COUNCIL AGENDA**

January 23, 2024

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

**SUBJECT:** Authorize Design Proposal for Street Improvements from Willdan

**INTRODUCTION**

The consulting firm of Willdan Engineering has an agreement with the City of Lakewood to assist with various engineering matters. Staff has obtained a proposal for engineering design services for pavement improvements city-wide.

**STATEMENT OF FACT**

Willdan Engineering has submitted a proposal to provide design services for street improvements in an amount of \$1,268,535. While design is being completed, Public Works staff will determine priority based on available funding from Measures R, M, and SB-1, and phased scheduling of the construction improvements. Willdan proposes to complete the design documents within 6 months of the Notice to Proceed.

The project will continue to resurface streets that are in need of improvements since 2013 when the city completed a city-wide street resurfacing project. Since then, the City has repaved 14 miles and the street segments in the attachment are 16 miles for a total of 30 miles out of 200 miles within the City. It should be noted that the Pavement Management System when updated in 2022, rated City streets Pavement Condition Index (PCI) as 89. The same report states that a PCI of 70 is a desirable level and cities in Southern California are near 60.

The City has sufficient funding in Measures R and M available for design of the pavement rehab on the street segments tabulated below. It is proposed to prepare plans for pavement rehab of the below street segments:

Street	Segment
Carson	Easterly City limits to Paramount
Norwalk	Del Amo to Centralia
Centralia	Studebaker to Easterly City limits
Clark	Del Amo to Northerly City limits
Downey	South to Candlewood
Adenmoor	Arbor to Briercrest
Briercrest	Arbor to Del Amo Frontage
Coldbrook	Arbor to Del Amo Frontage
Dunrobin	Arbor to Del Amo Frontage
Eastbrook	Arbor to Del Amo Frontage

Ocana	Arbor to Del Amo Frontage
Lomina	Arbor to Del Amo Frontage
Radnor	Arbor to Del Amo Frontage
Albury	Arbor to Radnor
Alley South of Del Amo	Alley West of Woodruff to Woodruff
Alley West of Woodruff	Alley South of Del Amo
Woodruff Westerly Frontage	Arbor to Alley South of Del Amo
Del Amo South Frontage	Alley East of Bellflower to Alley West of Woodruff
Bellflower Easterly Frontage	Alley South of Del Amo to Arbor
Alley East of Bellflower	Alley South of Del Amo to Del Amo
Alley South of Del Amo	Bellflower to Alley East of Bellflower
Arbor	Bellflower to Woodruff
205 <sup>th</sup> St	Pioneer to Devlin
Arline	Centralia to North End
207 <sup>th</sup>	Pioneer to Norwalk
206 <sup>th</sup>	Arline to East End
206 <sup>th</sup>	Devlin to Elaine
Devlin	206 <sup>th</sup> to North End
Seine	205 <sup>th</sup> to North End
Seine	Centralia to 206 <sup>th</sup>
Violeta	205 <sup>th</sup> to Del Amo
Elaine	Centralia to 206 <sup>th</sup>
Clarkdale	205 <sup>th</sup> to North End
209 <sup>th</sup>	Pioneer to Horst
Horst	Centralia to 208 <sup>th</sup>
208 <sup>th</sup>	Elaine to Norwalk
Ibex	207 <sup>th</sup> to 208 <sup>th</sup>
Lemming	Elaine to Ibex
Alley West of Arline	Arline to Centralia
Alley North of Centralia	Alley West of Arline to Horst
Alley West of Seine	209 <sup>th</sup> to North End
Alley West of Elaine	207 <sup>th</sup> to 208 <sup>th</sup>
Alley West of Norwalk	207 <sup>th</sup> to 208 <sup>th</sup>
Florcraft	209 <sup>th</sup> to North End
Horst Cul-de-Sac	Horst to Northwest End
Alley East of Paramount	Carson to Paramount
Alley East of Paramount	Paramount to Del Amo (North)
Alley West of Paramount	Paramount to Del Amo (North)
Alley West of Paramount	Paramount to Del Amo (South)
Alley East of Paramount	Paramount to Del Amo (South)

On January 17, 2024 the CIP Committee concurred with staff's recommendation to approve the proposal and bring the item to the Council for approval.

**RECOMMENDATION:**

That the City Council:

1. Authorize staff to approve Willdan Engineering's proposal dated December 19, 2023 to provide design and other services under their existing Agreement for Engineering Services, in an amount not-to-exceed \$1,268,535.
2. Authorize the use of Measure R in the amount of \$568,535.
3. Authorize the use of Measure M in the amount of \$700,000.

Kelli Pickler   
Director of Public Works

Thaddeus McCormack   
City Manager



December 19, 2023

Mr. Max Withrow, PE  
Assistant Director of Public Works  
City of Lakewood  
Department of Public Works  
5050 Clark Avenue  
Lakewood, CA 90712

Subject: Street Improvement Project FY 2023-24

Dear Mr. Withrow:

Willdan Engineering (Willdan) is pleased to be given the opportunity to submit this proposal to provide professional engineering design services for the preparation of plans, specifications, and estimates (PS&E) for the Street Improvement Project FY 2023-24. It's our understanding that the project will be utilizing local funds.

The street segments included in the project are listed in Exhibit "A".

It is our understanding that the project includes the following proposed improvements:

- Resurfacing with Asphalt-Rubber Hot Mix (ARHM) to prevent more serious and costly deterioration, which could lead to complete reconstruction.
- Reconstruction of existing damaged and uplifted concrete sidewalk, curb and gutter, and drive approaches.
- Reconstruction of existing damaged A.C. and P.C.C. pavement.
- Installation of new access curb ramps in compliance with the Americans with Disabilities Act (ADA) requirements; including truncated domes.
- Installation of signing and striping.

As a multidisciplinary firm, we have a full complement of resources under one roof, enabling us to provide a complete range of services to the City of Lakewood. Our firm has over five decades of experience providing a wide range of support services to local government agencies throughout Southern California and the Western United States, including city engineering, civil and traffic engineering, water/wastewater engineering, structural design, landscape architectural, master planning, building and safety services, assessment district engineering, funding administration, geotechnical services, federal and state labor compliance, and construction management. Because we focus solely on the needs of the public sector, we have a perspective on public agency issues that is unique among private consulting firms.

## SCOPE OF WORK

### PROJECT MANAGEMENT

1. Attend a pre-design (kick-off) meeting with City representatives to review the project, in detail, to determine the City's specific requirements.
2. Maintain continuous communication with the City Project Manager, including meetings to review project status at 35%, 65%, 95%, and 100% completion.
3. Provide agendas of special items for discussion, and minutes listing agreed actions.
4. Monitor progress of design team to ensure project delivery on schedule and within budget.
5. Provide project updates monthly.
6. Maintain continuous awareness of the status of each task as it proceeds and make provisions to expedite and resolve any difficulties that may impede progress.
7. Proactively initiate communications any time there arises a question or inconsistency in the flow of work production.

### RECORDS RESEARCH AND FIELD REVIEWS

1. Research and review base data documents including as-built improvement plans, traffic data, utility information, existing pavement section information, and other available record data.
2. Perform preliminary field reconnaissance, catalog photographs of typical and special existing conditions.
3. Obtain locations of existing pavement and concrete to be reconstructed or repaired.
4. Verify locations of street topographic features including manholes, water valves, traffic striping, etc.
5. Be proactive in field review towards discovery of special conditions that might create conflicts or change orders during construction.
6. Review field conditions for ADA access curb ramps to establish type of ramp required and perimeter construction needed to establish the ramp complete in place.



## **PRELIMINARY AND FINAL DESIGN**

1. Develop base drawings:
  - a. Plot survey data.
  - b. Identify and plot apparent substructures from utility information.
  - c. Conduct field verification of survey data.
2. Submit 35% completion plans for City review.
3. Revise 35% completion plans based on City comments.
4. Develop preliminary title and detail sheets for the project.
5. Develop preliminary plans for proposed street resurfacing.
6. Determine drainage correction requirements, if necessary, in conjunction with pavement resurfacing.
7. Develop preliminary cost estimates.
8. Submit 65% completion plans and estimates to City for review and comment.
9. Revise 65% completion plans based on comments and requirements from the City.
10. Prepare detailed project plans and attend coordination meetings, as necessary, with City's staff and utility companies at various times to obtain additional input and review work.
11. Prepare project specifications including contract documents and technical special provisions to conform to applicable requirements of the City of Lakewood for bidding by the City. Special provisions will be prepared in "Greenbook" format.
12. Prepare project cost estimates.
13. Submit 95% completion of plans, specifications, and estimates (PS&E) to the City for review and comment.
14. Revise 95% completion PS&E based on comments and requirements from the City of Lakewood.
15. Prepare final project PS&E.
16. Submit original mylars, project specifications, and estimates, including electronic files, to the City of Lakewood.



**UTILITY COORDINATION**

1. Submit notification to affected agencies and utility companies of proposed project.
2. Submit copies of the plans to affected utilities and agencies.
3. Coordinate with utility companies to implement upgrade of its facilities, as needed, within the project limit.
4. Identify conflicts of proposed construction with utilities and provide preliminary coordination for resolution.

**PROJECT ADVERTISEMENT**

1. Respond to questions during project advertisement period.
2. Evaluate need for addenda and prepare project addenda, as necessary.
3. Attend project bid opening.
4. Review and analyze bid results and prepare a bid summary.
5. Verify contractor's references, bonding, insurance, and Contractor's license.
6. Provide recommendation to the City for award of project.

**SCHEDULE**

Willdan will provide the above scope of services and prepare final PS&E within six (6) months of receipt the Notice-to-Proceed with design.

**FEE**

Our proposed lump-sum not-to-exceed fee for the above scope of services are as follows:

• Project Management	\$89,635
• Records Research and Field Reviews	48,110
• Preliminary and Final Design	1,096,700
• Utility Coordination	14,905
• Project Advertisement	<u>19,185</u>
Total Lump-Sum Not-to-Exceed Fee:	\$1,268,535



Please indicate the City's approval and authorization to proceed by either printing out and signing two originals and returning one hard copy original to our office, or by scanning one signed original and returning it by email.

Thank you for giving us the opportunity to assist the City of Lakewood. If you have any questions, please contact Mr. Adel Freij at (562) 364-8486.

Respectfully submitted,

**WILLDAN ENGINEERING**



Adel M. Freij, PE  
Director - Engineering

Approval and Authorization to Proceed By:

**CITY OF LAKEWOOD**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**EXHIBIT "A"**

**Street Improvement Project FY 2023-24**

***List of Streets***

- Carson Street from Easterly City limits to Paramount Boulevard
- Norwalk Boulevard from Del Amo Boulevard to Centralia Street
- Centralia Street from Studebaker Ave to Easterly City limits
- Clark Avenue from Del Amo Boulevard to Northerly City limits
- Downey Avenue from South Street to Candlewood Street
- Adenmoor Avenue from Arbor Road to Briercrest Avenue
- Briercrest Avenue from Arbor Road to Del Amo Boulevard Frontage
- Coldbrook Avenue from Arbor Road to Del Amo Boulevard Frontage
- Dunrobin Avenue from Arbor Road to Del Amo Boulevard Frontage
- Eastbrook Avenue from Arbor Road to Del Amo Boulevard Frontage
- Ocana Avenue from Arbor Road to Del Amo Boulevard Frontage
- Lomina Avenue from Arbor Road to Del Amo Boulevard Frontage
- Radnor Avenue from Arbor Road to Del Amo Boulevard Frontage
- Albury Avenue from Arbor Road to Radnor Avenue
- Alley South of Del Amo Boulevard from Alley West of Woodruff Avenue to Woodruff Avenue
- Alley West of Woodruff Avenue from Alley South of Del Amo Boulevard to Del Amo Boulevard
- Woodruff Avenue Westerly Frontage from Arbor Road to Alley South of Del Amo Boulevard
- Del Amo Boulevard South Frontage from Alley East of Bellflower Boulevard to Alley West of Woodruff Avenue
- Bellflower Boulevard Easterly Frontage from Alley South of Del Amo Boulevard to Arbor Road
- Alley East of Bellflower Boulevard from Alley South of Del Amo Boulevard to Del Amo Boulevard
- Alley South of Del Amo Boulevard from Bellflower Boulevard to Alley East of Bellflower Boulevard
- Arbor Road from Bellflower Boulevard to Woodruff Avenue
- 205<sup>th</sup> Street from Pioneer Boulevard to Devlin Avenue
- Arline Avenue from Centralia Street to North End
- 207<sup>th</sup> Street from Pioneer Boulevard to Norwalk Boulevard
- 206<sup>th</sup> Street from Arline Road to East End
- 206<sup>th</sup> Street from Devlin Avenue to Elaine Avenue
- Devlin Avenue from 206<sup>th</sup> Street to North End
- Seine Avenue from 205<sup>th</sup> Street to North End



- Seine Avenue from Centralia Street to 206<sup>th</sup> Street
- Violeta Avenue from 205<sup>th</sup> Street to Del Amo Boulevard
- Elaine Avenue from Centralia Street to 206<sup>th</sup> Street
- Clarkdale Avenue from 205<sup>th</sup> Street to North End
- 209<sup>th</sup> Street from Pioneer Boulevard to Horst Avenue
- Horst Avenue from Centralia Street to 208<sup>th</sup> Street
- 208<sup>th</sup> Street from Elaine Avenue to Norwalk Boulevard
- Ibx Avenue from 207<sup>th</sup> Street to 208<sup>th</sup> Street
- Lemming Street from Elaine Avenue to Ibx Avenue
- Alley West of Arline Avenue from Arline Avenue to Centralia Street
- Alley North of Centralia Street to Alley West of Arline Avenue to Horst Avenue
- Alley West of Seine Avenue to from 209<sup>th</sup> Street to North End
- Alley West of Elaine Avenue from 207<sup>th</sup> Street to 209<sup>th</sup> Street
- Alley West of Norwalk Boulevard from 207<sup>th</sup> Street to 208<sup>th</sup> Street
- Florcraft Avenue from 209<sup>th</sup> Street to North End
- Horst Avenue (Cul-de-Sac) from Horst Avenue to Northwest End
- Alley East of Paramount Boulevard from Carson Street to Paramount Boulevard
- Alley East of Paramount Boulevard from Paramount Boulevard to Del Amo Boulevard (North)
- Alley West of Paramount Boulevard from Paramount Boulevard to Del Amo Boulevard (North)
- Alley West of Paramount Boulevard from Paramount Boulevard to Del Amo Boulevard (South)
- Alley East of Paramount Boulevard from Paramount Boulevard to Del Amo Boulevard (South)



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## COUNCIL AGENDA

January 23, 2024

**TO:** Honorable Mayor and City Council

**SUBJECT:** Annual City Investment Policy and Quarterly Schedule of Investments – as of December 31, 2023

### INTRODUCTION

The City's investment policy is reviewed and approved by the City Council annually, as required by law, the last time being in January 2023. As expressed in our Investment Policy, the City's investment objectives continue to be safety, liquidity and yield in the investment of public funds.

### STATEMENT OF FACTS

Attached is the City's proposed investment policy for 2024. There are no substantive changes from the one adopted last year. It only incorporates a recent California Government Code clarification which took effect January 1, 2024 and better aligns the Policy with the current State Code language.

The City's first policy was adopted in 1980, and has been periodically updated since then to conform to sound investment practices and new laws. PFM Asset Management LLC (PFM), the City's professional investment consultant advises the City on these matters and has indicated that there are no proposed changes in investment strategy. Therefore, the current policy remains appropriate for the next 12 months.

The City's investment portfolio includes funds managed by PFM as well as deposits in the Local Agency Investment Fund (LAIF - a state-wide pooled account), and the California Asset Management Program (CAMP - a joint powers authority established to provide public agencies with professional investment services).

In addition to reviewing the City's investment policy, it is also appropriate to review PFM's investment performance. This includes a comparison of the managed investment portfolio to the established market index. Since inception, the portfolio under PFM's management has gained greater total return than the benchmark, currently the ICE Bank of America Merrill Lynch (BofAML) 1-5 Year U.S. Treasury Index provided by Bloomberg Financial Markets.

Following is a table with a comprehensive view of the City's portfolio for the quarter ending December 31, 2023, including the funds managed by PFM:

**Summary - Schedule of Investments as of December 31, 2023**

**PMF MANAGED PORTFOLIO**

Security Type	Market Value	% of Portfolio	% Change vs. 9/30/23	Permitted by Policy	In Compliance
U.S. Treasury Notes	\$ 15,629,076	40.0%	2.20%	100%	√
Corporate Notes	9,405,956	24.1%	-2.50%	30%	√
Negotiable CDs	1,238,641	3.2%	0.00%	30%	√
Federal Agency	1,405,519	3.6%	-0.50%	100%	√
Supranationals	—	0.0%	-1.00%	30%	√
Municipal Bonds	936,144	2.4%	-0.80%	100%	√
Federal Agency CMBS	5,295,568	13.5%	3.10%	100%	√
Asset Backed Securities	5,171,496	13.2%	-0.50%	20%	√
Securities Sub-Total	\$39,082,400	100%			
Cash	219,292				
<b>Total Managed Portfolio</b>	<b>\$39,301,692</b>				

**POOLED INVESTMENT ACCOUNTS**

	Market Value
LAIF	\$5,513,907.49
CAMP	\$70,584,711.54
	<u>\$76,098,619.03</u>

**BANK ACCOUNTS**

	Balance
City – Checking*	\$5,824,929.16
City Payroll	\$63,393.86
Successor Housing – Checking	\$2,042,061.74
	<u>\$7,930,384.76</u>
<i>Funds held in reserve as required by debt issuance or non-agency funds - not available for City expenditures:</i>	
Successor Agency – Checking	\$1,083,802.16
	<u>\$1,083,802.16</u>

**TOTAL PORTFOLIO**

**\$124,414,497.95**

\* The balance includes a significant amount in uncashed recently-issued checks

Richard Babbe from PFM will provide a detailed investment presentation at the City Council meeting, including broader market and economic policy factors.

**RECOMMENDATION**

Staff recommends that the Council adopt the attached Investment Policy and receive and file the Quarterly Schedule of Investments for December 31, 2023.

  
Jose Gomez  
Director of Finance & Administrative Services

Thaddeus McCormack *PB for TM*  
City Manager

CITY OF LAKEWOOD  
INVESTMENT POLICY - January 2024

**I. Scope**

This policy applies to the investment of the City of Lakewood's ("City") applies to all funds accounted for in the annual budget. Funds of the City will be invested in compliance with the provisions of, but not necessarily limited to California Government Code Section 53601 et seq. and other applicable statutes. Investments will be in accordance with these policies and written administrative procedures. This policy does not regulate the investment of bond proceeds.

**II. Objectives**

The objectives, in priority order, of the City of Lakewood's investment activities shall be:

*Safety.* Safety of principal is the primary and most important objective of the investment program. Investments of the City will be made in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, the City will endeavor to mitigate credit and market risk.

*Liquidity.* The City's investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements which might be reasonably anticipated. This will be achieved through maturity diversification and purchases of securities with an established secondary market.

*Yield.* The City's investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints, liquidity needs, and cash flow characteristics of the portfolio. Return on investment is of secondary importance compared to the safety and liquidity objectives described above.

**III. Standards of Care**

*Prudence*

The City of Lakewood adheres to the guidance provided by the "prudent investor" standard (CA 53600.3) to insure that:

"When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law."

This standard of prudence is to be used by all investment staff and will be applied in the context of managing an overall portfolio.

### *Ethics and Conflicts of Interest*

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the City.

### *Delegation of Authority*

The authority to invest City funds is delegated to the Director of Finance & Administrative Services for a period of one year. The Director of Finance & Administrative Services is also subject to the direction and supervision of the City Manager. Subject to review, the City Council may renew the delegation of authority each year or more frequently, if desired. Additionally, the City Manager is granted the ability to unilaterally reassign or modify these responsibilities. If carried out, he/she will notify the City Council no later than the subsequent City Council meeting. The Director of Finance & Administrative Services and his/her designated staff, herein referred to as investment staff, are responsible for City's investment program. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established. The Director of Finance & Administrative Services shall be responsible for all transactions undertaken and will establish a system of controls to regulate the activities of subordinate officials.

The City may delegate its investment decision making and execution authority to an investment advisor. The advisor shall follow the policy and such other written instructions as are provided.

## **IV. Authorized and Suitable Investments**

Surplus funds of local agencies may only be invested in certain eligible securities as listed below. Percentage holding limits, where shown, apply at the time the security is purchased. Credit criteria listed in this section refers to the credit rating at the time the security is purchased. If an investment's credit rating falls below the minimum rating required at the time of purchase, the City's investment advisor (if any) and Director of Finance & Administrative Services will review the rating agency action and decide whether to sell or hold the investment. The investment strategy for the City of Lakewood is to administer an operational portfolio. A definition of an operational portfolio is to have adequate funds available at all times to meet appropriated and projected cash flow requirements for the City of Lakewood.

The City of Lakewood does not purchase or sell securities on margin.

*1. U.S. Treasury Obligations.* United States Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the full faith and credit of the United States are pledged for the payment of principal and interest. There are no portfolio percentage limits for U.S. Treasury obligations.

2. *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.

3. *Municipal Obligations.* Municipal obligations to include the following:

(a) Registered Treasury Notes or Bonds of the State of California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the state or by a department, board, agency, or authority of the state.

(b) Bonds, notes, warrants, or other evidences of indebtedness of any local agency within the State of California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency, or by a department, board, agency, or authority of the local agency.

(b) Registered Treasury Notes or Bonds of any of the other 49 United States in addition to California, 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.

Obligations are required to be rated in a rating category of "AA" or its equivalent or better by a nationally recognized statistical rating organization (NRSRO). There are no portfolio percentage limits for municipal obligations.

4. *Negotiable Certificates of Deposit.* Negotiable certificates of deposit or deposit notes issued by a nationally or state-chartered bank or a state or federal savings and loan association or by a federally licensed or state-licensed branch of a foreign bank. Purchases are limited to securities rated in a rating category of "A" (long-term) or "A-1" (short-term) or their equivalents or better by an NRSRO. No more than 30% of the City's portfolio may be invested in negotiable certificates of deposit.

5. *Placement Service Deposits.* Fully insured deposits placed through a deposit placement service that meets the requirements under Code Section 53601.8. No more than 30% of the City's portfolio may be invested in placement service deposits.

6. *Money Market Funds.* Shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1, et seq.). To be eligible for investment pursuant to this subdivision, these companies shall either: (1) attain the highest ranking or the highest letter and numerical rating provided by not less than two nationally recognized statistical rating organizations; or (2) retain an investment advisor registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience managing money market mutual funds with assets under management in excess of five hundred million dollars (\$500,000,000). No more than 20% of the City's portfolio may be invested in money market funds. The purchase price of shares shall not include any commission charged by the fund. No more than 10% of the City's portfolio may be invested in any one fund.

7. *Government Pools.* Shares of beneficial interest issued by a joint powers authority (6509.7) that invests in securities authorized by Section 53601 of the California Government Code. Each share shall represent an equal proportional interest in the underlying pool of securities owned by the joint powers authority. To be eligible under this section, the joint powers authority issuing the shares shall have retained an investment adviser that meets all of the following criteria:

(a) The adviser is registered or exempt from registration with the Securities and Exchange Commission.

(b) The adviser has not less than five years of experience investing in the securities and obligations authorized in California Government Code section subdivisions (a) to (q), inclusive.

(c) The adviser has assets under management in excess of five hundred million dollars (\$500,000,000).

There is no portfolio percentage limit for Government Pools.

8. *State of California's Local Agency Investment Fund.* Investment in LAIF may not exceed the current LAIF limit and should be reviewed periodically.

9. *Los Angeles County Pool.* Investment in the Los Angeles County Pool may not exceed the current pool limits and should be reviewed periodically.

10. *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. The entity that issues the commercial paper shall meet all of the following conditions in either paragraph (a) or paragraph (b):

(a) The entity meets the following criteria: (i) Is organized and operating in the United States as a general corporation. (ii) Has total assets in excess of five hundred million dollars (\$500,000,000). (iii) Has debt other than commercial paper, if any, that is rated in a rating category of "A" or its equivalent or higher by a NRSRO.

(b) The entity meets the following criteria: (i) Is organized within the United States as a special purpose corporation, trust, or limited liability company. (ii) Has program wide credit enhancements including, but not limited to, over collateralization, letters of credit, or surety bond. (iii) Has commercial paper that is rated "A-1" or higher, or the equivalent, by a NRSRO.

Purchases of commercial paper shall have a maximum maturity of 270 days. No more than 25% of the City's portfolio may be invested in commercial paper.

11. *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. Medium-term corporate notes shall be rated in a rating category of "A" or its equivalent or better by a NRSRO. No more than 30% of the City's portfolio may be invested in corporate notes.

12. *Supranationals.* Supranationals, defined as United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank, with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States. Supranationals shall be rated in a rating category of "AA" or its equivalent or better by a NRSRO. No more than 30% of the City's portfolio may be invested in supranationals.

13. *Asset-Backed Securities.* A mortgage passthrough security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable passthrough certificate, or consumer receivable-backed bond. For securities eligible for investment under this subdivision not issued or guaranteed by an agency or issuer identified in subdivision (1) or (2) above, the following limitations apply:

- a) The security shall be rated in a rating category of "AA" or its equivalent or better by an NRSRO and have a maximum remaining maturity of five years or less.
- b) Purchase of securities authorized by this paragraph shall not exceed 20% of the City's portfolio.

## **V. Ineligible Investments**

Any security type or structure not specifically approved by this policy is hereby prohibited; these include, but are not restricted to, the following:

(a) "Complex" derivative securities such as range notes, dual index notes, inverse floating-rate notes, leveraged or deleveraged floating-rate notes, or any other complex variable-rate or structured note.

(b) Interest-only strips that are derived from a pool of mortgages, or any security that could result in zero interest accrual if held to maturity except as authorized by Code Section 53601.6.

(c) Financial Futures and Financial Options also known as forward contracts for securities.

## **VI. Investment Parameters**

*Diversification.* The City's investments shall be diversified by:

- Limiting investments to avoid over concentration in securities from a specific issuer or sector. No more than 10% of the portfolio may be invested in the securities of any one issuer, regardless of security type; excluding U.S. Treasuries, federal agencies, supranationals, and pooled investments such as LAIF, LA County Pool, and Government Pools.
- Limiting investment in securities that have higher credit risks.
- Investing in securities with varying maturities.

- Continuously investing a portion of the portfolio in readily available funds such as local government investment pools or money market funds to ensure that appropriate liquidity is maintained in order to meet ongoing obligations.

*Maximum Maturities.* To the extent possible, the City shall attempt to match its investments with anticipated cash flow requirements. Unless stated otherwise in Section IV of this Policy, the maximum maturity of the City's eligible investments will not exceed five years unless the City Council has granted express authority to make that investment either specifically or as a part of an investment program approved by the City Council no less than three months prior to the investment.

*Sale of Securities.* The City does not make investments for the purpose of trading or speculation, but buys with the prevalent intent to hold securities to maturity. The prohibition of speculative investment precludes pursuit of profit through unusual risk or conjectural fluctuations in market prices. However, fluctuations in market rates or changes in credit quality may produce situations where securities may be sold at a nominal loss in order to mitigate further erosion of principal or to reinvest proceeds of sale in securities that will out-perform the original investment.

## **VII. Depository Services**

### *Legal Constraints*

Money must be deposited in state or national banks, state or federal savings associations, or state or federal credit unions in the state. It may be in inactive deposits, active deposits or interest-bearing active deposits. The deposits cannot exceed the amount of the bank's or savings and loan's paid up capital and surplus.

The bank or savings and loan must secure the active and inactive deposits with eligible securities having a market value of 110% of the total amount of the deposits. State law also allows, as an eligible security, first trust deeds having a value of 150% of the total amount of the deposits. A third class of collateral is letters of credit drawn on the Federal Home Loan Bank (FHLB). As a matter of policy, the City does not accept 150% collateral in first trust deeds or 105% Letters of Credit drawn on the FHLB, even though the state statutes allow municipalities to accept them.

The Director of Finance & Administrative Services may at his discretion waive security for that portion of a deposit which is insured pursuant to federal law. Currently, the first \$250,000 of a deposit is federally insured. It is to the City's advantage to waive this collateral requirement for the first \$250,000 because we receive a higher interest rate. If funds are to be collateralized, the collateral we accept is 110% of the deposit in government securities.

### *Depository Services*

**Active deposits** are demand or checking accounts which receive revenues and pay disbursements. The City of Lakewood has four demand accounts:

- General checking account
- Payroll checking account
- Successor agency project account

- Successor agency housing account

**Interest-bearing active deposits** are money market accounts at a financial institution (i.e., bank, savings and loan, credit union). These accounts are demand accounts (i.e., checking accounts) with restricted transaction activity.

**Inactive deposits** are Certificates of Deposit issued in any amount for periods of time as short as 14 days and as long as several years. Interest must be calculated on a 360-day basis, actual number of days. There is no portfolio percentage limit for Inactive Deposits. The maximum maturity shall be limited to one year.

We require that each financial institution submit current financial statements which are evaluated by staff prior to the investment of funds. We use the following criteria:

The institution must have been in business at least three years.

The institution must submit audited financial statements.

The institution must have assets of at least \$50 million and a net worth to liability ratio of 3.5 to 1. For calculations, net worth does not include subordinated debt and Reserves for Allowance for Loan Losses.

City investments of less than 180 days to maturity can use a net worth to asset ratio of 3 to 1.

Investments in Credit Unions require an Equity (net worth) to Asset Value of 5.0%. The loan balance to share draft ratio is compared to industry standards, but should not exceed 90%. The City may invest funds for a period up to 120 days in institutions with a Regular Reserve to Loan Balance ratio of at least 3.25%. For longer periods of time, the ratio must be at least 4.0%.

In addition, examination is made of the Reserve for Loan Losses category to evaluate the financial trend of the institution's asset base. Comparison is made of institution ratio values to the industry averages.

Under deposits, if data is available, we track the ratio of \$250,000 certificates of deposit (brokered money) to the total deposit base. A percent greater than 50% is an area of concern.

Whenever possible, the use of several years' financial data is evaluated to present a trend of activity in the institution.

We also require that interest be paid to the City on a monthly basis (current state law only requires quarterly payment). We do not place more than \$250,000 in a savings and loan, small bank, or credit union.

### **VIII. Safekeeping and Custody**

#### *Delivery vs. Payment*

All investment transactions conducted with deliverable securities will be executed on a delivery versus payment basis. Deliverable securities will be held in safekeeping by a third party custodian

designated by the City. The custodian will be required to provide timely (written or on-line) confirmation of receipt and monthly position and transaction reports.

## **IX. Reporting Requirements**

### *Monthly Reporting*

The Director of Finance & Administrative Services will provide to the City Council monthly investment reports that provide a detailed summary of transactions in the City's portfolio.

### *Quarterly Reporting*

The Director of Finance & Administrative Services will provide to the City Council quarterly investment reports which provide a detailed summary of the status of the investment program. The quarterly report will contain the following:

- The type of investment, issuer, and date of maturity par and dollar amount invested on all securities, investments and moneys held by the local agency.
- A description of any of the local agency's funds, investments, or programs that are under the management of contracted parties, including lending programs.
- A current market value as of the date of the report and the source of this same valuation for all securities held by the local agency, and under management of any outside party that is not also a local agency or the State of California Local Agency Investment Fund.
- A statement of compliance with the Government Code and this policy.
- A statement denoting the ability of the local agency to meet its pool's expenditure requirements for the next six months, or provide an explanation as to why sufficient money shall, or may, not be available.

## **X. Performance Standards**

The City's portfolios are managed with the objective of obtaining a market rate of return, commensurate with identified risk constraints and cash flow characteristics. Because the composition of the portfolio fluctuates, depending on market and credit conditions, various indices will be used to monitor performance.

## **XI. Investment Advisor Review**

The performance of the City's investment advisor and investment advisory firm shall be reviewed annually based on the following criteria:

- Understanding of the city's overall investment program and the investment objectives and constraints unique to the city, and approach to management of the city's portfolio.
- Experience, resources, and qualifications of the firm and individuals assigned to this account.
- Experience of the firm in managing state/local/district government reserve funds.

- Performance of the managed portion of the city's portfolio.
- Reporting methodology and additional investment of financial services offered or available through affiliation.
- Fees, relative to services.

**XII. Policy Considerations**

This policy shall be reviewed on an annual basis. Any changes must be approved by the investment officer and any other appropriate authority, as well as the individual(s) charged with maintaining internal controls.

CITY OF LAKEWOOD  
INVESTMENT POLICY - January 2024  
Redline Version

CITY OF LAKEWOOD  
INVESTMENT POLICY - January ~~2023~~2024

**I. Scope**

This policy applies to the investment of the City of Lakewood's ("City") applies to all funds accounted for in the annual budget. Funds of the City will be invested in compliance with the provisions of, but not necessarily limited to California Government Code Section 53601 et seq. and other applicable statutes. Investments will be in accordance with these policies and written administrative procedures. This policy does not regulate the investment of bond proceeds.

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Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the City.

### *Delegation of Authority*

The authority to invest City funds is delegated to the Director of Finance & Administrative Services for a period of one year. The Director of Finance & Administrative Services is also subject to the direction and supervision of the City Manager. Subject to review, the City Council may renew the delegation of authority each year or more frequently, if desired. Additionally, the City Manager is granted the ability to unilaterally reassign or modify these responsibilities. If carried out, he/she will notify the City Council no later than the subsequent City Council meeting. The Director of Finance & Administrative Services and his/her designated staff, herein referred to as investment staff, are responsible for City's investment program. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established. The Director of Finance & Administrative Services shall be responsible for all transactions undertaken and will establish a system of controls to regulate the activities of subordinate officials.

The City may delegate its investment decision making and execution authority to an investment advisor. The advisor shall follow the policy and such other written instructions as are provided.

## **IV. Authorized and Suitable Investments**

Surplus funds of local agencies may only be invested in certain eligible securities as listed below. Percentage holding limits, where shown, apply at the time the security is purchased. Credit criteria listed in this section refers to the credit rating at the time the security is purchased. If an investment's credit rating falls below the minimum rating required at the time of purchase, the City's investment advisor (if any) and Director of Finance & Administrative Services will review the rating agency action and decide whether to sell or hold the investment. The investment strategy for the City of Lakewood is to administer an operational portfolio. A definition of an operational portfolio is to have adequate funds available at all times to meet appropriated and projected cash flow requirements for the City of Lakewood.

The City of Lakewood does not purchase or sell securities on margin.

1. *U.S. Treasury Obligations.* United States Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the full faith and credit of the United States are pledged for the payment of principal and interest. There are no portfolio percentage limits for U.S. Treasury obligations.

2. *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.

3. *Municipal Obligations.* Municipal obligations to include the following:

(a) Registered Treasury Notes or Bonds of the State of California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the state or by a department, board, agency, or authority of the state.

(b) Bonds, notes, warrants, or other evidences of indebtedness of any local agency within the State of California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency, or by a department, board, agency, or authority of the local agency.

(b) Registered Treasury Notes or Bonds of any of the other 49 United States in addition to California, 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.

Obligations are required to be rated in a rating category of “AA” or its equivalent or better by a nationally recognized statistical rating organization (NRSRO). There are no portfolio percentage limits for municipal obligations.

4. *Negotiable Certificates of Deposit.* Negotiable certificates of deposit or deposit notes issued by a nationally or state-chartered bank or a state or federal savings and loan association or by a federally licensed or state-licensed branch of a foreign bank. Purchases are limited to securities rated in a rating category of “A” (long-term) or “A-1” (short-term) or their equivalents or better by an NRSRO. No more than 30% of the City’s portfolio may be invested in negotiable certificates of deposit.

5. *Placement Service Deposits.* Fully insured deposits placed through a deposit placement service that meets the requirements under Code Section 53601.8. No more than 30% of the City’s portfolio may be invested in placement service deposits.

6. *Money Market Funds.* Shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1, et seq.). To be eligible for investment pursuant to this subdivision, these companies shall either: (1) attain the highest ranking or the highest letter and numerical rating provided by not less than two nationally recognized statistical rating organizations; or (2) retain an investment advisor registered or exempt from registration with the Securities and Exchange commission with not less than five years’ experience managing money market mutual funds with assets under management in excess of five hundred million dollars (\$500,000,000). No more than 20% of the City’s portfolio may be invested in money market funds. The purchase price of shares shall not include any commission charged by the fund. No more than 10% of the City’s portfolio may be invested in any one fund.

7. *Government Pools.* Shares of beneficial interest issued by a joint powers authority (6509.7) that invests in securities authorized by Section 53601 of the California Government Code. Each share shall represent an equal proportional interest in the underlying pool of securities owned by the joint powers authority. To be eligible under this section, the joint powers authority issuing the shares shall have retained an investment adviser that meets all of the following criteria:

(a) The adviser is registered or exempt from registration with the Securities and Exchange Commission.

(b) The adviser has not less than five years of experience investing in the securities and obligations authorized in California Government Code section subdivisions (a) to (q), inclusive.

(c) The adviser has assets under management in excess of five hundred million dollars (\$500,000,000).

There is no portfolio percentage limit for Government Pools.

8. *State of California's Local Agency Investment Fund.* Investment in LAIF may not exceed the current LAIF limit and should be reviewed periodically.

9. *Los Angeles County Pool.* Investment in the Los Angeles County Pool may not exceed the current pool limits and should be reviewed periodically.

10. *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. The entity that issues the commercial paper shall meet all of the following conditions in either paragraph (a) or paragraph (b):

(a) The entity meets the following criteria: (i) Is organized and operating in the United States as a general corporation. (ii) Has total assets in excess of five hundred million dollars (\$500,000,000). (iii) Has debt other than commercial paper, if any, that is rated in a rating category of "A" or its equivalent or higher by a NRSRO.

(b) The entity meets the following criteria: (i) Is organized within the United States as a special purpose corporation, trust, or limited liability company. (ii) Has program wide credit enhancements including, but not limited to, over collateralization, letters of credit, or surety bond. (iii) Has commercial paper that is rated "A-1" or higher, or the equivalent, by a NRSRO.

Purchases of commercial paper shall have a maximum maturity of 270 days. No more than 25% of the City's portfolio may be invested in commercial paper.

11. *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. Medium-term corporate notes shall be rated in a rating category of "A" or its equivalent or better by a NRSRO. No more than 30% of the City's portfolio may be invested in corporate notes.

12. *Supranationals*. Supranationals, defined as United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank, with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States. Supranationals shall be rated in a rating category of "AA" or its equivalent or better by a NRSRO. No more than 30% of the City's portfolio may be invested in supranationals.

13. *Asset-Backed Securities*. A mortgage passthrough security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable passthrough certificate, or consumer receivable-backed bond. For Securities securities eligible for investment under this subdivision not issued or guaranteed by an agency or issuer identified in subdivision (1) or (2) above, the following limitations apply:

- a) The security shall be rated in a rating category of "AA" or its equivalent or better by an NRSRO and. Purchases of asset backed securities shall have a maximum remaining maturity of five years or less.
- b) Purchase of securities authorized by this paragraph shall not exceed No more than 20% of the City's portfolio, may be invested in asset backed securities.

#### **V. Ineligible Investments**

Any security type or structure not specifically approved by this policy is hereby prohibited; these include, but are not restricted to, the following:

- (a) "Complex" derivative securities such as range notes, dual index notes, inverse floating-rate notes, leveraged or deleveraged floating-rate notes, or any other complex variable-rate or structured note.
- (b) Interest-only strips that are derived from a pool of mortgages, or any security that could result in zero interest accrual if held to maturity except as authorized by Code Section 53601.6.
- (c) Financial Futures and Financial Options also known as forward contracts for securities.

#### **VI. Investment Parameters**

*Diversification*. The City's investments shall be diversified by:

- Limiting investments to avoid over concentration in securities from a specific issuer or sector. No more than 10% of the portfolio may be invested in the securities of any one issuer, regardless of security type; excluding U.S. Treasuries, federal agencies, supranationals, and pooled investments such as LAIF, LA County Pool, and Government Pools.
- Limiting investment in securities that have higher credit risks.

- Investing in securities with varying maturities.
- Continuously investing a portion of the portfolio in readily available funds such as local government investment pools or money market funds to ensure that appropriate liquidity is maintained in order to meet ongoing obligations.

*Maximum Maturities.* To the extent possible, the City shall attempt to match its investments with anticipated cash flow requirements. Unless stated otherwise in Section IV of this Policy, the maximum maturity of the City's eligible investments will not exceed five years unless the City Council has granted express authority to make that investment either specifically or as a part of an investment program approved by the City Council no less than three months prior to the investment.

*Sale of Securities.* The City does not make investments for the purpose of trading or speculation, but buys with the prevalent intent to hold securities to maturity. The prohibition of speculative investment precludes pursuit of profit through unusual risk or conjectural fluctuations in market prices. However, fluctuations in market rates or changes in credit quality may produce situations where securities may be sold at a nominal loss in order to mitigate further erosion of principal or to reinvest proceeds of sale in securities that will out-perform the original investment.

## **VII. Depository Services**

### *Legal Constraints*

Money must be deposited in state or national banks, state or federal savings associations, or state or federal credit unions in the state. It may be in inactive deposits, active deposits or interest-bearing active deposits. The deposits cannot exceed the amount of the bank's or savings and loan's paid up capital and surplus.

The bank or savings and loan must secure the active and inactive deposits with eligible securities having a market value of 110% of the total amount of the deposits. State law also allows, as an eligible security, first trust deeds having a value of 150% of the total amount of the deposits. A third class of collateral is letters of credit drawn on the Federal Home Loan Bank (FHLB). As a matter of policy, the City does not accept 150% collateral in first trust deeds or 105% Letters of Credit drawn on the FHLB, even though the state statutes allow municipalities to accept them.

The Director of Finance & Administrative Services may at his discretion waive security for that portion of a deposit which is insured pursuant to federal law. Currently, the first \$250,000 of a deposit is federally insured. It is to the City's advantage to waive this collateral requirement for the first \$250,000 because we receive a higher interest rate. If funds are to be collateralized, the collateral we accept is 110% of the deposit in government securities.

### *Depository Services*

**Active deposits** are demand or checking accounts which receive revenues and pay disbursements. The City of Lakewood has four demand accounts:

- General checking account
- Payroll checking account

- Successor agency project account
- Successor agency housing account

**Interest-bearing active deposits** are money market accounts at a financial institution (i.e., bank, savings and loan, credit union). These accounts are demand accounts (i.e., checking accounts) with restricted transaction activity.

**Inactive deposits** are Certificates of Deposit issued in any amount for periods of time as short as 14 days and as long as several years. Interest must be calculated on a 360-day basis, actual number of days. There is no portfolio percentage limit for Inactive Deposits. The maximum maturity shall be limited to one year.

We require that each financial institution submit current financial statements which are evaluated by staff prior to the investment of funds. We use the following criteria:

The institution must have been in business at least three years.

The institution must submit audited financial statements.

The institution must have assets of at least \$50 million and a net worth to liability ratio of 3.5 to 1. For calculations, net worth does not include subordinated debt and Reserves for Allowance for Loan Losses.

City investments of less than 180 days to maturity can use a net worth to asset ratio of 3 to 1.

Investments in Credit Unions require an Equity (net worth) to Asset Value of 5.0%. The loan balance to share draft ratio is compared to industry standards, but should not exceed 90%. The City may invest funds for a period up to 120 days in institutions with a Regular Reserve to Loan Balance ratio of at least 3.25%. For longer periods of time, the ratio must be at least 4.0%.

In addition, examination is made of the Reserve for Loan Losses category to evaluate the financial trend of the institution's asset base. Comparison is made of institution ratio values to the industry averages.

Under deposits, if data is available, we track the ratio of \$250,000 certificates of deposit (brokered money) to the total deposit base. A percent greater than 50% is an area of concern.

Whenever possible, the use of several years' financial data is evaluated to present a trend of activity in the institution.

We also require that interest be paid to the City on a monthly basis (current state law only requires quarterly payment). We do not place more than \$250,000 in a savings and loan, small bank, or credit union.

## **VIII. Safekeeping and Custody**

### *Delivery vs. Payment*

All investment transactions conducted with deliverable securities will be executed on a delivery versus payment basis. Deliverable securities will be held in safekeeping by a third party custodian designated by the City. The custodian will be required to provide timely (written or on-line) confirmation of receipt and monthly position and transaction reports.

## **IX. Reporting Requirements**

### *Monthly Reporting*

The Director of Finance & Administrative Services will provide to the City Council monthly investment reports that provide a detailed summary of transactions in the City's portfolio.

### *Quarterly Reporting*

The Director of Finance & Administrative Services will provide to the City Council quarterly investment reports which provide a detailed summary of the status of the investment program. The quarterly report will contain the following:

- The type of investment, issuer, and date of maturity par and dollar amount invested on all securities, investments and moneys held by the local agency.
- A description of any of the local agency's funds, investments, or programs that are under the management of contracted parties, including lending programs.
- A current market value as of the date of the report and the source of this same valuation for all securities held by the local agency, and under management of any outside party that is not also a local agency or the State of California Local Agency Investment Fund.
- A statement of compliance with the Government Code and this policy.
- A statement denoting the ability of the local agency to meet its pool's expenditure requirements for the next six months, or provide an explanation as to why sufficient money shall, or may, not be available.

## **X. Performance Standards**

The City's portfolios are managed with the objective of obtaining a market rate of return, commensurate with identified risk constraints and cash flow characteristics. Because the composition of the portfolio fluctuates, depending on market and credit conditions, various indices will be used to monitor performance.

## **XI. Investment Advisor Review**

The performance of the City's investment advisor and investment advisory firm shall be reviewed annually based on the following criteria:

- Understanding of the city's overall investment program and the investment objectives and constraints unique to the city, and approach to management of the city's portfolio.
- Experience, resources, and qualifications of the firm and individuals assigned to this account.

- Experience of the firm in managing state/local/district government reserve funds.
- Performance of the managed portion of the city's portfolio.
- Reporting methodology and additional investment of financial services offered or available through affiliation.
- Fees, relative to services.

## **XII. Policy Considerations**

This policy shall be reviewed on an annual basis. Any changes must be approved by the investment officer and any other appropriate authority, as well as the individual(s) charged with maintaining internal controls.

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*Housing  
Successor*

**CITY OF LAKEWOOD SUCCESSOR AGENCY - HOUSING  
FUND SUMMARY 12/21/2023**

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

3901	HOUSING SUCCESSOR AGENCY	<u>3,800.00</u>
		<b>3,800.00</b>

Council Approval

\_\_\_\_\_

Date

\_\_\_\_\_

City Manager

Attest

\_\_\_\_\_

City Clerk

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Director of Finance and Administrative Services

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

<u>CHECK DATE</u>	<u>VENDOR NAME</u>	<u>CHECK AMOUNT</u>
12/21/2023	SINDAHA SAMIR	3,800.00
	<b>Totals:</b>	<u><b>3,800.00</b></u>