### **AGENDA**

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

May 13, 2025

**RECEPTION:** "Lakewood Celebrates . . ." 5:45 p.m.

CALL TO ORDER 7:30 p.m.

**INVOCATION:** Pastor Tommy Forrester, ONE Church Lakewood

PLEDGE OF ALLEGIANCE: Scout Pack 134

**ROLL CALL:** Mayor Todd Rogers

Vice Mayor Cassandra Chase Council Member David Arellano Council Member Steve Croft Council Member Jeff Wood

### **ANNOUNCEMENTS AND PRESENTATIONS:**

### **PUBLIC COMMENT ON ITEMS IN THE AGENDA**

### **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 It is recommended City Council approve Minutes of the Meetings held March 25, April 8, and April 22, 2025
- RI-2 PERSONNEL TRANSACTIONS It is recommended City Council approve report of personnel transactions.
- RI-3 REGISTERS OF DEMANDS It is recommended City Council approve registers of demands.
- RI-4 CITY COUNCIL COMMITTEES' ACTIVITIES It is recommended City Council receive and file the report.
- RI-5 MEETING REPORTS AND AUTHORIZATIONS PURSUANT TO AB1234 It is recommended City Council receive and file the report.
- RI-6 MONTHLY REPORT OF INVESTMENT TRANSACTIONS APRIL 2025 It is recommended City Council receive and file the report.
- RI-7 PURCHASE OF STACKING CHAIRS AND TRANSPORT CHAIR DOLLIES FOR RECREATION FACILITIES It is recommended City Council approve purchase of stacking chairs and transport chair dollies from Bluespace Interiors under Sourcewell purchasing contract at proposed price not to exceed \$60,195.

### City Council Agenda

May 13, 2025 Page 2

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

- RI-8 AUTHORIZATION TO USE PROPOSITION A FUNDS FOR BUS STOP IMPROVEMENTS It is recommended City Council authorize use of up to \$125,000 in Proposition A Local Return funds for procurement of bus shelter materials, trash receptacles, and seating, as identified in the bus shelter needs assessments and authorize staff to issue Purchase Order to Landscape Forms, in amount of \$104,412 for procurement of replacement parts.
- RI-9 RESOLUTION NO. 2025-14; APPROVING THE AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT FOR THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT AUTHORITY It is recommended City Council adopt the proposed resolution.
- RI-10 AMENDMENTS NO. 3 AND NO. 4 WITH THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT— SAFE CLEAN WATER PROGRAM FOR REGIONAL PROGRAM FUNDS FOR BOLIVAR PARK AND MAYFAIR PARK It is recommended City Council approve Transfer Amendments No.3 and No. 4 for Bolivar Park and Mayfair Park establishing terms and conditions for transfer of Safe, Clean Water Program funds to the City, and authorize Mayor to sign Transfer Amendments No.3 and No. 4 for both Bolivar Park and Mayfair Park with Los Angeles County Flood Control District to receive funds through Safe, Clean Water Program.
- RI-11 SPECIAL EVENT PERMIT FOR PUBLIC DISPLAY OF FIREWORKS ARTESIA HIGH SCHOOL It is recommended City Council grant a special event permit authorizing Artesia High School to hold a public display of fireworks (May 29, 2025) in accordance with Lakewood Municipal Code Section 3106.

### **REPORTS:**

- 3.1 CONSTRUCTION CONTRACT FOR REHABILITATION OF LAKEWOOD AND GOLDEN STATE WATER COMPANY EMERGENCY INTERCONNECTION VAULT AUTHORITY It is recommended City Council approve a construction contract with Doty Bros. Construction Company for rehabilitation of Lakewood and Golden State Water Company emergency interconnection vault for \$130,000 (which includes 30% contingency) and authorize Mayor to sign agreement in a form approved by City Attorney.
- 3.2 INCREASE AUTHORIZATION WILLDAN, INC., CONSTRUCTION MANAGEMENT SERVICES FOR HSIP PROJECT It is recommended City Council award "Budget Amendment Request No. 1 for Construction Engineering Services HSIP Traffic Signal, Twelve Locations, State Funds, Public Works Project No. 24-01" to Willdan, Inc. in amount of \$94,753 to be funded with Measure M funds, for total amount of \$230,070.00 and authorize staff to execute contract change orders, as needed, within project contingency of available balance of HSIP funds, not to exceed \$607,755.51.
- 3.3 SUMMER PROGRAMS, CIVIC CENTER BLOCK PARTY PREVIEW AND CATALOG PREVIEW It is recommended City Council recommends City Council receive and file this report.

### **ORAL COMMUNICATIONS:**

### **ADJOURNMENT**

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

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

# Routine Items

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

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# **COUNCIL AGENDA**

May 13, 2025

TO:

The Honorable Mayor and City Council

**SUBJECT:** Report of Personnel Transactions

	Name	<u>Title</u> <u>S</u>	<u>chedule</u>	Effective <u>Date</u>
1. FULL A.	Appointments Kylie Ramirez	Tree Trimmer/Hardscape Worker	[ 12A	05/11/2025
В.	Changes None			
С.	Separations Mark Benavides	Senior Park Maintenance Worker	15A	04/24/2025
	Frankie Griffiths	Assistant Planner	24B	05/01/2025
PAF A.	RT-TIME EMPLOYEES Appointments Giovanni Rubio	Parking Enforcement Technician I	В	04/28/2025
В.	Changes None			
C.	Separations Erik Hernandez	Maintenance Trainee II	В	04/30/2025
	Ryan Simmons	Maintenance Trainee I	В	05/08/2025

Thaddeus McCormack

City Manager

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# CITY OF LAKEWOOD FUND SUMMARY 4/24/2025

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.

		511,435.49
8030	TRUST DEPOSIT	8,911.12
7500	WATER UTILITY FUND	70,407.68
5030	FLEET MAINTENANCE	13,252.94
5020	CENTRAL STORES	5,484.53
5010	GRAPHICS AND COPY CENTER	1,835.34
3070	PROPOSITION "C"	1,035.00
3001	CAPITAL IMPROV PROJECT FUND	686.00
1640	BEV CONTAINER REC GRANT	2,433.92
1630	USED OIL GRANT	225.00
1624	LA CNTY MEASURE W-LOCAL	12,567.35
1623	LA CNTY MEASURE W-REGIONAL	2,832.50
1622	LA CNTY MEASURE M	304.50
1621	LA CNTY MEASURE R	1,594.00
1500	MISC-SPECIAL REVENUE FUND	525.00
1030	CDBG CURRENT YEAR	1,404.99
1010	GENERAL FUND	387,935.62

Council Approval		
	Date	City Manager
Attest		
<del> </del>	City Clerk	Director of Finance and Administrative Services

CHECK/EFT DATE	VENDOR NAME	CHECK/EFT AMOUNT
04/24/2025	AMAZON CAPITAL SERVICES INC	1,116,31
04/24/2025	ANICETO SANDRA	I,435.20
04/24/2025	BELL EVENT SERVICES INC	2,700,00
04/24/2025	BENNETT-BOWEN & LIGHTHOUSE INC	228.97
04/24/2025	MANHATTAN STITCHING CO INC	3,110.74
04/24/2025	BRENNTAG PACIFIC INC	1,742,22
04/24/2025	CAL BOWL ENTERPRISES LLC	273.70
04/24/2025	CAL STATE AUTO PARTS INC	738.36
04/24/2025	CALIF. STATE DISBURSEMENT UNIT	405.71
04/24/2025	CALIF STATE FRANCHISE TAX BOARD	135.56
04/24/2025	CALIFORNIA ELECTRIC SUPPLY CO	258.44
04/24/2025	CAMERON WELDING SUPPLY	131.08
04/24/2025	SEMA INC	998.18
04/24/2025	CENTRAL BASIN MUNICIPAL WATER	1,800.00
04/24/2025	CINTAS CORPORATION	156.00
04/24/2025	CINTAS CORPORATION	402.76
04/24/2025	CAMERON WELDING SUPPLY	173.86
04/24/2025	CORODATA SHREDDING INC	61.95
04/24/2025	CUOMO, BIAGIO	21.00
04/24/2025	DANIEL'S TIRE SERVICE INC	277.14
04/24/2025	DATA TICKET INC	205.50
04/24/2025	EAST LONG BEACH POOL SUPPLY	156.90
04/24/2025	PROFIT SYSTEMS INC	3,378.62
04/24/2025	FOGGIA INC	577.92
04/24/2025	GANAHL LUMBER COMPANY	4,902.99
04/24/2025	GARIBALDO'S NURSERY	321.55
04/24/2025	GRAINGER WWINC	10,868.62
04/24/2025	GRANICUS INC	19,931.25
04/24/2025	GREEN WISE SOIL TECHNOLOGIES	1,102.50
04/24/2025	HARA M LAWNMOWER CENTER	3,239.86
04/24/2025	HAWK. TRUDY (FAHTIEM)	I01.40
04/24/2025	HOME DEPOT	4,871.24
04/24/2025	HOSE-MAN THE	72.54
04/24/2025	HUMAN SERVICES ASSOCIATION	708.33
04/24/2025	HUNTER, JOHN L & ASSOCIATES	15,482.85
04/24/2025	LINCOLN EOUIPMENT INC	355.84
04/24/2025	LONG BEACH, CITY OF	486.02
04/24/2025	LOS ANGELES CO SHERIFFS DEPT	16,923.09
04/24/2025	LA COUNTY DEPT OF PUBLIC WORKS	87,724.32
04/24/2025	MACAULAY CHRISTINA	275.00
04/24/2025	LEON MANUEL	2,080.00
04/24/2025	MC ENROE, BARBARA	228,15
04/24/2025	MIDWEST MOTOR SUPPLY CO INC	532.57
04/24/2025	MILLER DON & SONS	494.14

CHECK/EFT DATE	VENDOR NAME	CHECK/EFT AMOUNT
04/24/2025	NICHOLLS CONSULTING INC	1,200.00
04/24/2025	O'REILLY AUTOMOTIVE STORES INC	2,265.04
4/24/2025	OC VACUUM INC	2,832.50
4/24/2025	ODP BUSINESS SOLUTIONS LLC	349.84
4/24/2025	DY-JO CORPORATION	570.00
4/24/2025	SAFETY-KLEEN CORP	1,072.12
4/24/2025	SITEONE LANDSCAPE SUPPLY LLC	671.54
4/24/2025	SMART & FINAL INC	33.12
4/24/2025	SO CALIF SECURITY CENTERS INC	20,00
4/24/2025	SOUTHERN CALIFORNIA EDISON CO	52,980,43
4/24/2025	SOUTHWEST PATROL INC	29,520.00
4/24/2025	MANCE, MIKE J	1,644.24
4/24/2025	ARIZONA MACHINERY LLC	849.11
4/24/2025	TGIS CATERING SVCS INC	6,702.16
4/24/2025	TURF STAR	160,19
4/24/2025	TYLER BUSINESS FORMS	1,731.82
4/24/2025	US BANK NATIONAL ASSOCIATION	45,685.22
4/24/2025	WALTERS WHOLESALE ELECTRIC CO	566.23
4/24/2025	WATERLINE TECHNOLOGIES INC	1,931.32
1/24/2025	WAXIE ENTERPRISES INC	2,747.64
1/24/2025	WILLDAN ASSOCIATES	3,715.50
1/24/2025	WOOD RODGERS INC	8,720.00
1/24/2025	HICKS, LARRY	150.00
1/24/2025	HICKS, LARRY	200.00
1/24/2025	JILK, NATHANIEL	299.93
1/24/2025	LOPEZ, VICTOR	19.91
1/24/2025	SAC WIRELESS LLC	3,204.59
1/24/2025	SOUTHERN CALIFORNIA EDISON	2,182.67
1/24/2025	SHAKER NERMINE	1,925.00
1/24/2025	BIO ACOUSTICAL CORP	1,810.50
1/24/2025	HELIMOBILE SERVICES INC	45,114.41
1/24/2025	EDCO TRANSPORT SERVICES LLC	15,499.75
1/24/2025	LAKEWOOD CITY EMPLOYEE ASSOCIATION	2,550.00
1/24/2025	LAKEWOOD EDUCATION FOUNDATION	784.00
/24/2025	LAKEWOOD PROJECT SHEPHERD	3,127.18
1/24/2025	MEALS ON WHEELS OF LONG BEACH INC	696.66
-/24/2025	MIDAMERICA ADMIN & RETIREMENT	3,100.79
1/24/2025	PHASE II SYSTEMS INC	3,016.39
/24/2025	THE TECHNOLOGY DEPOT	322.86
/24/2025	U S BANK PARS ACCT #6746022500	7,627.43
/24/2025	U S BANK PARS ACCT #6746022500	9,81
1/24/2025	VOYA	60,646.43
-/24/2025	COMPREHENSIVE PRINT GROUP LLC	1,596.73
/24/2025		1,590.75
1/24/2025	WOPSCHALL, JEREMIAH	234.00
14714U4J	WYNN, LAKYN	511 425 40
	Total	: 511,435.49 Page 2

# CITY OF LAKEWOOD SUMMARY ACH/WIRE REGISTER APRIL 2025

ACH date	Amount	Recipient	Purpose	Period
4/2/25	\$683,354.22	Various	Employee Payroll	Mar 16-29, 2025
4/2/25	\$120,189.04	IRS via F&M	Payroll - Federal Taxes	Mar 16-29, 2025
4/3/25	\$34,070.94	EDD	Payroll - State Taxes	Mar 16-29, 2025
4/11/25	\$138,528.96	CalPERS	Payroll - Retirement Plan	Mar 16-29, 2025
4/17/25	\$433.53	CalPERS	Payroll - Retirement Plan	April 2024
4/16/25	\$679,295.60	Various	Employee Payroll	Mar 30-Apr 12, 2025
4/16/25	\$119,106.87	IRS via F&M	Payroll - Federal Taxes	Mar 30-Apr 12, 2025
4/17/25	\$33,750.17	EDD	Payroll - State Taxes	Mar 30-Apr 12, 2025
4/25/25	\$304,018.00	CalPERS	Payroll-UAL	April 2025
4/25/25	\$142,816.33	CalPERS	<b>Employee Medical Premiums</b>	May 2025
4/25/25	\$138,029.68	CalPERS	Payroll - Retirement Plan	Mar 30-Apr 12, 2025
4/22/25	\$2,000,000.00	CAMP	City Investment Deposit	April 2025
4/30/25	\$685,489.60	Various	Employee Payroll	Apr 13-26, 2025
4/30/25	\$122,633.86	IRS via F&M	Payroll - Federal Taxes	Apr 13-26, 2025

Council Approval		
	Date	City Manager
Attest:		
	City Clerk	Director of Finance & Administrative Services

# CITY OF LAKEWOOD FUND SUMMARY 5/1/2025

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.

		319,617.67
8030	TRUST DEPOSIT	100.00
7500	WATER UTILITY FUND	56,860.13
5030	FLEET MAINTENANCE	5,714.30
5020	CENTRAL STORES	2,848.74
3001	CAPITAL IMPROV PROJECT FUND	3,228.99
1640	BEV CONTAINER REC GRANT	110,37
1030	CDBG CURRENT YEAR	583.33
1010	GENERAL FUND	250,171.81

Council Approval		
••	Date	City Manager
Attest		
Auest		
	City Clerk	Director of Finance and Administrative Services

CHECK/EFT DATE	VENDOR NAME	CHECK/EFT AMOUNT
05/01/2025	ALDOC INC	2,450.00
05/01/2025	ALESHIRE & WYNDER LLP	292.50
05/01/2025	ALLIED REFRIGERATION INC	958.07
05/01/2025	AMAZON CAPITAL SERVICES INC	3,404.65
05/01/2025	AMERICAN INTERNATIONAL GROUP INC	334.90
05/01/2025	ASSOCIATED PRODUCTION MUSIC LLC	1,250.00
05/01/2025	ADVANCED AVANT GARDE INC	2,308.75
05/01/2025	B&M LAWN AND GARDEN INC	381.24
05/01/2025	BERG APRIL	591.50
05/01/2025	BLUEBEAM INC	3,630.00
05/01/2025	BLUETRITON BRANDS INC	153.08
05/01/2025	CALIFORNIA, STATE OF	450.00
05/01/2025	CARB/PERP	1,155.00
05/01/2025	CENTRAL BASIN MUNICIPAL WATER	1,800.00
05/01/2025	CINTAS CORPORATION	83.77
05/01/2025	COLOR CARD ADMINISTRATOR CORP	37.54
05/01/2025	CORE & MAIN LP	1,572.17
05/01/2025	DANIEL'S TIRE SERVICE INC	52.00
05/01/2025	DIRECTV INC	40.00
05/01/2025	BEC ACOUISITION LLC	855.17
05/01/2025	ELITE SPECIAL EVENTS INC	200.00
05/01/2025	FEDERAL EXPRESS CORP	29.32
05/01/2025	GALLS PARENT HOLDINGS LLC	8.83
05/01/2025	GARIBALDO'S NURSERY	687.86
05/01/2025	GRAINGER WWINC	958.87
05/01/2025	HACH COMPANY	1,786.25
05/01/2025	HARA M LAWNMOWER CENTER	161,66
05/01/2025	HOME DEPOT	1,227.33
05/01/2025	HORIZON MECHANICAL CONTRACTORS	2,150.00
05/01/2025	JOHNSTONE SUPPLY INC	3,207.87
05/01/2025	JONES RICHARD D. A PROF LAW CORP	645.09
05/01/2025	KICK 1T UP KIDZ LLC	70.20
05/01/2025	LAKEWOOD. CITY OF	100.00
05/01/2025	LONG BEACH CITY	1,379.41
05/01/2025	LOS ANGELES CO DIST ATTORNEY	8,805.96
05/01/2025	LOS ANGELES CO SHERIFFS DEPT	57,786.72
05/01/2025	LA COUNTY DEPT OF PUBLIC WORKS	3,228.99
05/01/2025	MAINTEX INC	314.15
05/01/2025	LEON MANUEL	435.00
05/01/2025	MC ENROE. BARBARA	253.50
05/01/2025	O'REILLY AUTOMOTIVE STORES INC	384.69
05/01/2025	ODP BUSINESS SOLUTIONS LLC	292.92
05/01/2025	OFFUTT COMPANIES INC	224.39
05/01/2025	WGJ ENTERPRISES INC	24,075.01
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CHECK/EFT DATE	VENDOR NAME	CHECK/EFT AMOUNT
05/01/2025	PETTY CASH/ ANDREW CAMACHO	1,715.98
05/01/2025	US BANCORP ASSET MANAGEMENT INC	3,236.63
05/01/2025	SR BRAY LLC	125.00
05/01/2025	PROVIDENCE MEDICAL INSTITUE	286.00
05/01/2025	REGIONAL GOVERNMENT SERVICES AUTHORITY	13,549.10
05/01/2025	RJM DESIGN GROUP INC	17,947.01
05/01/2025	SAFETY-KLEEN CORP	646.08
05/01/2025	DK - SANDLER BROTHERS	160.01
05/01/2025	SERVICEWEAR APPAREL INC	277.88
05/01/2025	SITEONE LANDSCAPE SUPPLY LLC	1,422.53
05/01/2025	SKYHAWKS SPORTS ACADEMY LLC	536.25
05/01/2025	SMART & FINAL INC	236.17
05/01/2025	SNAP-ON INDUSTRIAL	421.36
05/01/2025	SO CALIF SECURITY CENTERS INC	44.11
05/01/2025	SOUTHLAND INDUSTRIES	17,493.50
05/01/2025	STANDARD INSURANCE CO UNIT 22	1,332.40
05/01/2025	STANDARD INSURANCE CO UNIT 22	11,349.36
0.5/01/2025	STATE WATER RESOURCES CONTROL BOARD	75.00
05/01/2025	STATE WATER RESOURCES CONTROL BOARD	60.00
05/01/2025	SYKAHUA TEMUJIN	386.10
05/01/2025	T-MOBILE USA INC	389.20
05/01/2025	THE RINKS-LAKEWOOD ICE	286.00
05/01/2025	TRANSAMERICA LIFE INSURANCE COMPANY	1,038.19
05/01/2025	U S POSTAL SERVICE	6,500.00
05/01/2025	VISION SERVICE PLAN	4,542.05
05/01/2025	WAIT, STUART	47,781.00
05/01/2025	WALTERS WHOLESALE ELECTRIC CO	54.94
05/01/2025	WATERLINE TECHNOLOGIES INC	2,058.66
05/01/2025	WAXIE ENTERPRISES INC	1,403.65
05/01/2025	WESTERN EXTERMINATOR CO	1,345.94
05/01/2025	WILLDAN ASSOCIATES	5,840.00
05/01/2025	ANDREWS. ANDY	222,66
05/01/2025	CABRERA. CARLOTA	250.00
05/01/2025	DAUZ, JOSEPHINE	250.00
05/01/2025	DOURAHY, MAHMUD	40.00
05/01/2025	FRANCO. GUILAN	250.00
05/01/2025	LACKEY, JEHUNETTA	254,68
05/01/2025	MENTALITY GLOBAL	4.68
05/01/2025	ODYSSEY STEM ACADEMY	250.00
05/01/2025	ORTEGA. CRYSTA	250.00
05/01/2025	SCHWENDENER, ALAN	71.24
05/01/2025	B.R. BREWER SIGN & GRAPHICS	939.25
05/01/2025	BC RENTALS LLC	459.99
05/01/2025	JMG SECURITY SYSTEMS INC	35,425.06

CHECK/EFT DATE	VENDOR NAME		CHECK/EFT AMOUNT
05/01/2025	MAG-TROL INC		844.10
05/01/2025	BAR NONE GROUP INC		719.15
05/01/2025	PATHWAYS VOLUNTEER HOSPICE		583.33
05/01/2025	RAYVERN LIGHTING SUPPLY CO INC		331.61
05/01/2025	SIGNAL HILL AUTO ENTERPRISES INC		308.96
05/01/2025	GONSALVES JOE A & SON		4,752.00
05/01/2025	MARKLEY, ELIZABETH		422.50
05/01/2025	WYNN, LAKYN		234.00
		Total:	319,617.67

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

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

### INTRODUCTION

A brief update is provided for City Council review on the activities of the following standing committees: Park Development, Water Resources and Measure L Citizens Oversight ommittees.

### STATEMENT OF FACT

### On Monday, March 3, the Park Development Committee met and discussed:

A report on the Catering Services Contract for The Centre and Monte Verde Park. The committee was informed that a request for proposals (RFP) was published in November 2024 to seek qualified catering concessionaires to provide exclusive catering and concession services at The Centre and Monte Verde Park in anticipation of the expiration of existing contract with Thank Goodness It's Sofia Catering Services, Inc. (TGIS) on June 30, 2026. The lengthy lead time was due to bookings being accepted 18 months in advance, and award of a new contract would avoid any lapse in services for the two facilities. It was reported to the committee that through the RFP process 15 reputable caterers in the Southern California region were sent the RFP and three proposals were ultimately submitted. The process deemed that two proposers met a level commensurate with the standards of the RFP and from the findings of the process, the committee directed staff to negotiate a new 10-year agreement with TGIS for catering and concession services at The Centre and Monte Verde Park to begin July 1, 2026 and terminate on June 30, 2036.

# On Thursday, March 13, the Measure L Citizens Oversight Committee met and discussed: Review of Annual Comprehensive Financial Report and Mid-Cycle Budget update.

• Staff displayed slides showing the city's general fund budget with FY 24-25 and FY 25-26 budgets. Staff explained where general fund revenues come from for each of the two new fiscal year budgets, and provided a breakdown of departmental expenditures. The report concluded by stating that the city continues to be well-positioned financially, is able to maintain programs and services, sets aside funds for needed infrastructure improvements, and includes budget surpluses anticipated as part of long-term stabilization strategy.

# Status of Capital Improvement Projects Funded by Measure L.

• Staff provided a report outlining CIP Projects, annual ADA improvements, fire and security, painting, roof, fence, hardscape, playgrounds, and other maintenance.

# On April 14, 2025, the Water Resources Committee met and discussed:

Updates were provided on CIP & maintenance projects and water supply.

Council Committees' Activities May 13, 2025 Page 2

### 2025 Public Health Goals Report

- Staff reported that the California Health and Safety Code §116470(b) mandates that public water systems with over 10,000 service connections must prepare a triennial report on water quality in relation to state Public Health Goals (PHGs) and federal Maximum Contaminant Levels (MCLs) and make the report publicly available, and hold a public hearing for feedback.
- Staff reported that the United States Environmental Protection Agency (USEPA) and the California State Water Resources Board Department of Drinking Water (SWRCB DDW) set drinking water standards (MCLs) to protect consumers from health risks, ensuring compliance with regulations.
- Staff explained that Public Health Goals are set by the California Environmental Protection Agency (Cal-EPA) Office of the Environmental Health Hazard Assessment (OEHHA) and focus solely on public health risks and the eity's water system is fully compliant with federal and state regulations, and no additional actions are proposed.

### 2025 Cross Connection Control Plan Handbook

- Staff explained cross-connections occur when a potable water supply is interconnected with a non-potable source, and backflow happens when the non-potable substances flow into the potable system due to pressure imbalances.
- Staff reported that effective July 1, 2024, the State Water Resources Control Board requires public water systems with over 1,000 service connections to develop a Cross-Connection Control Plan (CCCP) to prevent backflow contamination, with the plan due to DDW by July 1, 2025; the city's water system currently has over 470 cross-connections. The City's Water Resources Department has prepared a compliant plan for submission.

# Approval of a Construction Contract with Doty Bros. Construction Company for Rehabilitation of Lakewood and Golden State Water Company Emergency Interconnection Vault

• Staff reported that in 1999 Lakewood City Council entered into an agreement with Golden State Water Company (GSWC) for construction and maintenance of an emergency interconnection. Due to safety concerns with the walls buckling inwards and deteriorating fiberglass in the vault both agencies have agreed to replace it, with an estimated construction cost of \$99,242 to be shared equally.

### Water Billing and Customer Service

- Staff explained the updated leak alert process and explained that leaks are classified into two types: Burst and continuous, with different thresholds for detection.
- Staff reported that WaterSmart tracks usage data from Neptune to automatically generate leak alerts and has notified 4,583 customers in the past 12 months through email, text, or phone call, with a 99% positive customer response. For eustomers not enrolled in WaterSmart or signed up for alerts, staff opted for an in-house solution to mail notices directly. Since March 1, over 200 notices have been sent by City Staff to non-enrolled customers to inform them of leaks.

Council Committees' Activities May 13, 2025 Page 3

### **RECOMMENDATION**

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

Phaddeus McCormack

City Manager

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SHEET

### **COUNCIL AGENDA** May 13, 2025

TO:

The Honorable Mayor and City Council

**SUBJECT:** AB 1234 Meeting Report

### INTRODUCTION

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

### STATEMENT OF FACT

- Council Member David Arellano attended the League of California Cities' City Leaders Summit on April 23-25, 2025 in Sacramento. Key issues that were presented at the conference were Prop 36 implementation, addressing homelessness, PFAS litigation, the California State budget, and other topics. Outside of the conference, Lakewood officials met with Assembly Member Jose Luis Solache, Jr. and State Senator Lena Gonzalez. At these meetings, city officials communicated the city's main priorities and concerns.
- Council Members Jeff Wood and David Arellano attended the Southern California Association of Governments (SCAG) 2025 Regional Conference and General Assembly from April 30 -May 2, 2025. The council members participated in sessions addressing some of the biggest challenges and opportunities facing the region including smart cities, housing solutions in the wake of a disaster, fostering healthy local economies, and the 2028 Olympic Games.

### RECOMMENDATION

That the City Council receive and file this report.

Paolo Beltran PB Deputy City Manager

Thaddeus McCormack City Manager

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### COUNCIL AGENDA May 13, 2025

TO:

The Honorable Mayor and City Council

**SUBJECT**: Monthly Report of Investment Transactions – April 2025

### 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-Apr-25	\$ 685.63	MMF	INTEREST	3.650%
01-Apr-25	5,109,839.73	CAMP TERM	MATURITY	4.450%
01-Apr-25	5,109,839.73	CAMP POOL	PURCHA5E	4.450%
<b>01-</b> Apr-25	207,858.33	CAMP POOL	INTERE5T	4.450%
02-Apr-25	100,000.00	CORP	CALL	3.384%
02-Apr-25	1,692.00	CORP	INTERE5T	3.384%
02-Apr-25	2,000,000.00	CAMP POOL	SELL	4.450%
02-Apr-25	S,000,000.00	CAMP POOL	SELL	4.450%
02-Apr-25	5,000,000.00	CAMP TERM	PURCHASE	4.050%
03-Apr-25	448,258.92	TREA5	PURCHASE	1.500%
03-Apr-25	305,238.44	TREAS	5ELL	0.750%
04-Apr-2S	2,733.7\$	CORP	INTERE5T	4.050%
04-Apr-25	361,712.41	TREAS	5ELL	0.500%
04-Apr-2S	20,359.11	TREA5	5ELL	3.875%
08-Apr-25	414,689.20	FNMA	PURCHA5E	3.003%
11-Apr-25	147,450.00	CORP	PURCHASE	3.700%
11-Apr-25	58,962.03	TREA5	5ELL	2.750%
11-Apr-25	100,952.11	TREA5	5ELL	4.125%
13-Apr-25	1,130.40	CORP	INTEREST	5.652%
15-Apr-25	164,390.46	CORP	PURCHASE	3.875%
15-Apr-25	1,027.91	AB5	INTEREST	5.900%

Date	Amount at Cost	Investment	Transaction	Rate*
15-Apr-25	\$ 637.00	AB5	INTERE5T	5.460%
15-Apr-25	1,372.88	AB5	INTEREST	5.230%
15-Apr-25	5,170.00	CORP	INTERE5T	4.400%
15-Apr-25	330.99	AB5	INTERE5T	4.650%
15-Apr-25	446.42	AB5	INTERE5T	4.870%
15-Apr-25	501.21	AB5	INTERE5T	5.230%
15-Apr-25	5.84	AB5	INTERE5T	0.500%
15-Apr-25	409.97	AB5	INTERE5T	3.970%
15-Apr-25	244.39	AB5	INTERE5T	4.510%
15-Apr-25	786.25	AB5	INTERE5T	5.100%
15-Apr-25	1,221.21	AB5	INTERE5T	5.530%
15-Apr-25	1,605.50	ABS	INTERE5T	4.940%
15-Apr-25	902.42	AB5	INTERE5T	4.420%
15-Apr-25	1,311.50	AB5	INTERE5T	5.160%
15-Apr-25	1,683.29	AB5	INTERE5T	5.690%
15-Apr-25	194.91	AB5	INTEREST	3.660%
15-Apr-25	766.39	ABS	INTERE5T	4.450%
15-Apr-25	1,284.17	AB5	INTERE5T	4.600%
15-Apr-25	365.33	AB5	INTEREST	5.480%
15-Apr-25	518.92	AB5	INTERE5T	4.790%
15-Apr-25	6,333.06	ABS	PAYDOWN	3.660%
15-Apr-25	12,843.42	AB5	PAYDOWN	3.970%
15-Apr-25	5,194.15	AB5	PAYDOWN	4.510%
15-Apr-25	304.26	AB5	PAYDOWN	5.480%
15-Apr-25	7,664.52	AB5	PAYDOWN	0.550%
15-Apr-25	5,851.06	AB5	PAYDOWN	4.650%
15-Apr-25	4,613.70	AB5	PAYDOWN	<b>5.460</b> %
15-Apr-25	16,556.06	AB5	PAYDOWN	5.900%
15-Apr-25	166,542.19	TREA5	5ELL	1.125%
15-Apr-25	1,200,000.00	CAMP POOL	5ELL	4.450%
16-Apr-25	363.33	AB5	INTERE5T	5.450%
17-Apr-25	8,988.00	CORP	INTERE5T	4.494%
18-Apr-25	65.54	AB5	INTERE5T	3.730%
18-Apr-25	3,323.55	AB5	PAYDOWN	3.730%
20-Apr-25	789.25	AB5	INTERE5T	4.510%
20-Apr-25	828.75	AB5	INTERE5T	4.500%
22-Apr-25	4,874.63	CORP	INTERE5T	5.571%

Date	Amount at Cost	Investment	Transaction	Rate*
22-Apr-25	\$ 101,775.06	CORP	SELL	4.550%
22-Apr-2S	76,331.29	CORP	5ELL	4.550%
22-Apr-25	2,000,000.00	CAMP POOL	PURCHA5E	4.450%
25-Apr-25	175,000.00	CORP	PURCHA5E	4.731%
25-Apr-25	862.22	FNMA	INTEREST	2.653%
2S-Apr-25	564.26	FNMA	INTEREST	3.303%
25-Apr-25	1,171.92	FNMA	INTEREST	3.430%
25-Apr-2S	1,560.98	FNMA	INTERE5T	4.803%
25-Apr-25	1,501.00	FNMA	INTERE5T	4.740%
25-Apr-25	1,131.67	FNMA	INTEREST	4.850%
2S-Apr-25	1,524.00	FNMA	INTEREST	4.572%
2S-Apr-25	1,472.50	FNMA	INTEREST	4.650%
25-Apr-2S	1,094.S1	FNMA	INTEREST	3.243%
25-Apr-25	\$91.38	FNMA	INTERE5T	5.069%
25-Apr-25	850.50	FNMA	INTEREST	4.860%
25-Apr-25	1,468.15	FNMA	INTEREST	4.377%
25-Apr-25	1,502.67	FNMA	INTEREST	4.508%
25-Apr-25	1,362.90	FNMA	INTERE5T	4.543%
25-Apr-25	791.67	FNMA	INTEREST	5.000%
25-Apr-2S	1,250.72	FNMA	INTEREST	4.190%
25-Apr-25	1,198.38	FNMA	INTEREST	4.777%
2S-Apr-25	1,505.94	FNMA	INTEREST	4.819%
25-Apr-25	743.14	FNMA	INTEREST	3.347%
25-Apr-25	1,258.67	FNMA	INTEREST	4.720%
25-Apr-25	1,074.67	FNMA	INTERE5T	3.224%
25-Apr-2S	1,520.00	FNMA	INTERE5T	4.800%
25-Apr-25	958.20	FNMA	INTERE5T	4.791%
25-Apr-25	279.68	AB5	INTERE5T	5.470%
25-Apr-25	1.89	FNMA	PAYDOWN	4.190%
25-Apr-25	536.90	FNMA	PAYDOWN	3.347%
25-Apr-25	235.29	FNMA	PAYDOWN	4.777%
25-Apr-25	25,956.80	FNMA	PAYDOWN	4.377%
25-Apr-25	4,257.57	AB5	PAYDOWN	5.470%
29-Apr-25	145,292.95	TREA5	PURCHASE	3.750%
29-Apr-25	149,277.00	CORP	SELL	3.700%
30-Apr-25	164,990.55	AB5	PURCHASE	4.340%
30-Apr-25	3,093.75	TREAS	INTEREST	1.375%

Date	Amount at Cost	Investment	Transaction	Rate*
30-Apr-25	\$ 16,362.50	TREAS	INTEREST	3.500%
30-Apr-25	5,156.25	TREAS	INTEREST	2.750%
30-Apr-25	687.50	TREA5	INTERE5T	1.250%
30-Apr-25	250.00	TREA5	INTEREST	0.500%
30-Apr-25	4,743.75	TREA5	INTERE5T	2.875%
30-Apr-25	254,797.75	CORP	SELL	4.929%

<sup>\*</sup> 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, eontrolled, 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.

Monthly Investment Transactions May 13, 2025 Page 5

### **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 Unites 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 ehecking 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 April 2025.

Jose Gomez

Director of Finance & Administrative Services

Thaddeus McCormack

City Manager

SHEET

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

**SUBJECT:** Purchase of Stacking Chairs and Transport Chair Dollies for Recreation Facilities

### INTRODUCTION

City recreation facilities play host to hundreds of banquets, meetings and celebrations annually. The purchase of new facility equipment is necessary to uphold the reputations of these facilities in the community and to continue to remain relevant in the market place. The purchase of new stacking chairs and storage carts will help to achieve this goal now and into the future.

### STATEMENT OF FACT

The stacking chairs at Monte Verde Park (130), the Youth Center (180), and Del Valle Park (50) have reached the end of their useful life. These commercial-grade stacking chairs were originally selected for their durability in high-traffic environments such as event venues, featuring reinforced frames and materials designed to resist wear and tear. The current inventory has served the City well, with most chairs lasting over 15 years.

To replace the worn chairs, staff is proposing the purchase of new high-density armless chairs manufactured by KI, an employee-owned company known for responsible manufacturing practices, sustainable product design, and environmental stewardship. The proposed model, the LimeLite High-Density Armless Chair, is lightweight, features a modern and sleek aesthetic, and provides enhanced ergonomic comfort through flexible design.

In addition to the new chairs, staff is also recommending the purchase of transport chair dollies capable of stacking and moving up to 25 chairs at a time, allowing for more efficient storage and handling.

Through the City's cooperative purchasing agreement with Sourcewell, staff has obtained a quote from Bluespace Interiors, a preferred local distributor of KI furniture, which reflects reduced government pricing. Bluespace Interiors has provided a quote of \$60,195 for the purchase and delivery of 360 chairs and 16 transport chair dollies.

Funding for this purchase is included in the FY24-25 (\$30,000) and the FY25-26 budgets (\$30,000). The excess balance of \$195 will be covered using funds allocated to park supply accounts currently included in the FY24-25 budget. Due to current market volatility and the potential implementation of high tariffs on goods manufactured outside the United States, staff recommends proceeding with the full purchase now to avoid potential price increases in the next fiscal year. The secured quote reflects the City's intent to purchase all budgeted chairs within the current fiscal year.

Purchase of Stacking Chairs and Transport Chair Dollies for Recreation Facilities May 13, 2025
Page 2

### **SUMMARY**

The purchase of new stacking chairs for recreation facilities is necessary to replace the existing inventory, which has reached the end of its useful life. All recreation facilities require commercial-grade chairs that are attractive, comfortable, and built to last 10 to 15 years. Funding for the purchase of new stacking chairs from Bluespace Interiors is included in the FY24–25 and FY25–26 Adopted Budgets. Bluespace Interiors has provided a quote totaling \$60,195 for the purchase of 360 stacking chairs and 16 transport chair dollies.

### RECOMMENDATION

Staff recommends that the City Council approve the purchase of stacking chairs and transport chair dollies from Bluespace Interiors under the Sourcewell purchasing contract at the proposed price not to exceed \$60,195.

Valarie Frost VF
Director of Recreation and Community Services

Thaddeus McCormack

City Manager

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

**SUBJECT:** Request for Authorization to Use Proposition A Funds for Bus Stop

Improvements

### INTRODUCTION

Staff recommends that the City Council authorize the use of \$125,000 in Proposition A (Prop A) Local Return funds for the procurement of bus shelter materials, inclusive of new liners, seating, trash receptacles, based on joint assessments conducted by City staff and Long Beach (LB) Transit.

### STATEMENT OF FACT

As part of the City's ongoing commitment to maintaining and improving public transportation infrastructure, City staff, alongside representatives from LB Transit, conducted a preliminary assessment of the current conditions of bus shelters throughout the City. This evaluation considered ridership and condition of bus stops at multiple locations.

Staff identified a range of maintenance and replacement needs, including damaged or worn-out seating, and other deficiencies including the need for new trash receptacles and seating at select locations. In response, staff has received two proposals from Landscape Forms to begin procuring identified replacement parts in the total amount of \$104,412. These proposals utilize GSA (General Services Administration) pricing where applicable, allowing for cost-efficient procurement in compliance with our purchasing policy.

In addition to addressing immediate maintenance needs, LB Transit has conducted a ridership assessment and identified locations where additional seating and shelters are recommended. The agency is also currently conducting an ADA (Americans with Disabilities Act) accessibility evaluation of all bus shelters, which is expected to be completed by December 2025. Staff will return at a future date to seek authorization to utilize a portion of available Proposition A funds for LB Transit recommended improvements, inclusive of ADA-related improvements identified in this evaluation, ensuring shelters are accessible and compliant with standards.

Investing in the maintenance and accessibility of our bus shelters will enhance the comfort, safety, and usability of public transit infrastructure for all riders. To address these issues promptly and effectively, staff recommends City Council approval to allocate \$125,000 in Prop A funds for this purpose. This funding will cover the procurement and installation of shelter components, seating, and trash receptacles, and will include a modest contingency to address unforeseen maintenance-related costs.

Request for Authorization to Use Proposition A Funds for Bus Stop Improvements May 13, 2025
Page 2 of 2

### RECOMMENDATION

Staff recommends that the City Council:

- (1) Authorize the use of up to \$125,000 in Proposition A Local Return funds for the procurement of bus shelter materials, trash receptacles, and seating, as identified in the bus shelter needs assessments conducted by City staff.
- (2) Authorize staff to issue a Purchase Order to Landscape Forms, in the amount of \$104,412 for the procurement of the replacement parts identified by staff.

Kelli Pickler
Director of Public Works

Thaddeus McCormack

City Manager

# Quote

Date: 04/08/2025 LF Quote#: 0000419792

PO#:

Project: Replacement of Transit Furniture-LF

Bill To: City of Lakewood

ATTN: ACCOUNTS PAYABLE

5050 n. Clark Ave Lakewood, CA 90714 **CORPORATE** 

7800 E. Michigan Avenue Kalamazoo, MI 49048-9543 P: 800.521.2546 F: 269.381.3455 www.landscapeforms.com Federal I.D.# 38-1897577

Ship To: City of Lakewood

ATTN: Ryan Bowman 5050 n. Clark Ave Lakewood, CA 90714

FSC# NC-COC-001261

Ship To Contact Phone: (562)866-9771x2508

Ship Via: Common Carrier

F.O.B.: Destination

Qty Description Unit Price Total Price

### When ordering please confirm:

- Shipping address and contact information (name and ph#)
- Billing address and contact information
- Is your firm or the project tax exempt? If so, exemption certificate must accompany order
- Delivery schedule:

\_\_\_Ship immediately upon completion OR Ship On/After the date:\_\_\_\_

30	Presidio litter liner. Polyethylene color: Black	\$ 120.00	\$ 3,600.00
5	Presidio litter replacement door ONLY, with lock. Includes lock and cam assembly. Powdercoat color: Forest	\$ 410.00	\$ 2,050.00
5	Presidio bench 3 seat straight surface mount support with seat attaching hardware. Powdercoat color: Forest	\$ 1,060.00	\$ 5,300.00
15	LX999-06054: Plexus 16" x 28" (15 gallon) top opening litter receptacle with special pole mount brackets & stainless steel mounting straps. Powdercoat color: Forest	\$ 1,405.00	\$ 21,075.00
		– Item Total Shipping & Handling	\$ 32,025.00 \$ 5,290.00
		Sub Total	\$ 37,315.00
		Estimated Tax	\$ 3,918.10
		Document Total	\$ 41,233.10

Payment Terms: NET 30 DAYS

Page: 1 of 3

Rep:	DSA/LA-Orange, LAL	Landscape Forms Customer Service
SSR:	DSA User	
Cust #:	0K998	

# Quote

Date: 04/08/2025 LF Quote#: 0000419792

landscapeforms\*

PO#:

Project: Replacement of Transit Furniture-LF

Bill To: City of Lakewood

ATTN: ACCOUNTS PAYABLE

5050 n. Clark Ave Lakewood, CA 90714 **CORPORATE** 

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Ship To: City of Lakewood ATTN: Ryan Bowman 5050 n. Clark Ave Lakewood, CA 90714

Ship To Contact Phone: (562)866-9771x2508

Ship Via: Common Carrier

F.O.B.: Destination

Landscape Forms, Inc. reserves the right to change payment terms based on payment history as well as information obtained from commercial credit reporting agencies.

- Purchaser is responsible for confirming options, materials, quantities, etc., for completeness and conformity to plans and specifications.
- Changes to or cancellations of orders may incur a penalty charge of 30% or more. Special orders may not be changed or cancelled.
- Studio 431 (custom) orders cannot be cancelled once purchase order is received and approved.
- Studio 431 orders are subject to price increase after engineering/product development is complete and approved by designer, end user and purchaser. Modifications in price will be handled via Change Order.
- All orders that include a swing product must include an executed liability waiver to be accepted and entered into production.
- Only the Material Supplier Standard Limited Warranty shall apply to all product sold by Landscape Forms. No other warranties or changes to the standard warranty will be applied or accepted.
- No merchandise can be returned without authorization from Landscape Forms. Returns may be subject to a disposition fee of 30-100%.
- Prices based on quantities shown and quantity changes may affect price.
- QUOTED prices are held for 60 days. After receipt of a written ORDER, prices will be held for up to twelve months from receipt of the order. Changes in quantity or specification may affect pricing. Upfit and Scenic pricing will only be held for six months after receipt of a written order.
- Pricing includes selection from our standard color palette. Optional colors and custom color matches are available for an additional fee and will extend lead-time. Please contact our corporate office for more information.
- Fixtures for custom products are the property of Landscape Forms, Inc., and are not available for sale.
- Landscape Forms is a supplier only and ships via common carrier. Customer is responsible for offloading and installing unless otherwise indicated above.
- · Handling fees alone will apply on third party and customer pick-up orders.
- Mounting hardware is only available on a limited number of products. Please consult the installation recommendations or contact our corporate office to confirm. In the event hardware is provided, it MUST be used for proper installation.
- Refer to Care and Maintenance guidelines for more detailed information and instructions.
- · All orders ship upon completion of fabrication. A one-week grace period may be available, after which storage fees will apply.
- This Agreement contains the entire understanding between the parties. All prior communications are merged into this Agreement. The terms of this Agreement shall control any conflict between documents.
- This Agreement may be signed by the parties separately and by facsimile, and together they shall be deemed one binding, original Agreement.

	rage. 2 of 3					
Cust #: SSR: Rep:	0K998 DSA User DSA/LA-Orange, LAL		Landscape Forms Customer Service			
		Purchaser	Seller			

# Quote

Date: 04/08/2025 LF Quote#: 0000419792

PO#:

Project: Replacement of Transit Furniture-LF

Bill To: City of Lakewood

ATTN: ACCOUNTS PAYABLE

5050 n. Clark Ave Lakewood, CA 90714 **CORPORATE** 

7800 E. Michigan Avenue Kalamazoo, MI 49048-9543 P: 800.521.2546 F: 269.381.3455 www.landscapeforms.com Federal I.D.# 38-1897577

Ship To: City of Lakewood

ATTN: Ryan Bowman 5050 n. Clark Ave Lakewood, CA 90714

FSC# NC-COC-001261

Ship To Contact Phone: (562)866-9771x2508

Ship Via: Common Carrier

F.O.B.: Destination

- Purchaser shall pay all costs and expenses paid or incurred by Landscape Forms, Inc. in collecting any amounts due for goods
  purchased by Purchaser, including without limitation, reasonable attorneys' fees and collection costs. Balances on invoices not paid
  within 30 days of date of invoice, or within an alternate period of time as determined and indicated by Landscape Forms, shall incur
  interest at a rate of 18% per annum. Cash discounts are not offered.
- The quoted price may include estimated tax, duties and tariffs. Actual tax, duties and tariffs shall be purchaser's responsibility and may be added to an invoice as a separate and additional charge to purchaser unless an acceptable exemption certificate is presented.
- To the extent purchaser supplies or modifies the standard specifications for any products, Landscape Forms, Inc. expressly disclaims all representations and warranties related to such products or their design whether express or implied except that the products shall be manufactured in accordance with purchaser's specifications.
- REMITTANCE OPTIONS: For information on paying via credit card, ACH, direct bank transfer, or wire please email us at AR@landscapeforms.com. Please note all credit card charges will be subject to a 3% surcharge. Mail payments to:

### **USD Checks**

Landscape Forms, Inc. Dept 78073 PO Box 78000 Detroit, MI 48278-0073 USA **CAD Cheques** 

Landscape Forms, Inc. PO Box 2408 Station A

Toronto, Ontario M5W 2K6

CAN

Pag	e:	3	of	3

		Purchaser	Seller	
Rep:	DSA/LA-Orange, LAL		Landscape Forms Customer Service	
SR:	DSA User			
Cust #:	0K998			

### Quote

**CORPORATE** Date: 04/08/2025 7800 E. Michigan Avenue Kalamazoo, MI 49048-9543 LF Quote#: 0000419799 P: 800.521.2546 F: 269.381.3455 www.landscapeforms.com PO#: Federal I.D.# 38-1897577 Project: Replacement of Transit Furniture-LF FSC# NC-COC-001261 Ship To: City of Lakewood Bill To: City of Lakewood ATTN: ACCOUNTS PAYABLE ATTN: Ryan Bowman 5050 n. Clark Ave 5050 n. Clark Ave Lakewood, CA 90714 Lakewood, CA 90714 Ship To Contact Phone: (562)866-9771x2508 Ship Via: Common Carrier F.O.B.: Destination Qty Description Unit Price **Total Price** CONTRACT: CMAS Contract #4-16-78-0082B When ordering please confirm: Shipping address and contact information (name and ph#) • Billing address and contact information Is your firm or the project tax exempt? If so, exemption certificate must accompany order Delivery schedule: Ship immediately upon completion OR Ship On/After the date:\_ \*\*\*Order must be placed by end user that is eligible for CMAS pricing. Pricing shown on quote will not be applicable to any other entities\*\* 8 \$ 3,414.01 \$ 27,312.08 Presidio Bench Style: **Backed Seats** Straight/Radius: Straight Number of Seats: 3 Seat Unit Mounting: Surface Mount Arm Option: End Arms and Single Intermediate Arms Powdercoat Color: Forest 10 \$ 2,166.26 \$ 21,662.60 Presidio Litter Style: Side Opening, 30 gal. capacity Options: Lock Powdercoat Color: Forest Liner Color: Black Standard Features: Freestanding/Surface Mountable Standard Liner: 30-gallon Polyethylene Liner Page: 1 of 3 0K998 Cust #: SSR: DSA User Rep: DSA/LA-Orange, LAL Landscape Forms Customer Service

Purchaser

Seller

### Quote

Date: 04/08/2025 LF Quote#: 0000419799

PO#:

Project: Replacement of Transit Furniture-LF

Bill To: City of Lakewood

ATTN: ACCOUNTS PAYABLE

5050 n. Clark Ave Lakewood, CA 90714 **CORPORATE** 

7800 E. Michigan Avenue Kalamazoo, MI 49048-9543 P: 800.521.2546 F: 269.381.3455 www.landscapeforms.com Federal I.D.# 38-1897577

Ship To: City of Lakewood

ATTN: Ryan Bowman 5050 n. Clark Ave Lakewood, CA 90714

FSC# NC-COC-001261

Ship To Contact Phone: (562)866-9771x2508

Ship Via: Common Carrier

F.O.B.: Destination

Qty Description Unit Price	Total Price
Ltem Total Shipping & Handling	\$ 48,974.68 \$ 8,200.00
Sub Total Estimated Tax	\$ 57,174.68 \$ 6,003.35
Document Total ————————————————————————————————————	\$ 63,178.03

Payment Terms: NET 30 DAYS

Landscape Forms, Inc. reserves the right to change payment terms based on payment history as well as information obtained from commercial credit reporting agencies.

- Purchaser is responsible for confirming options, materials, quantities, etc., for completeness and conformity to plans and specifications.
- Changes to or cancellations of orders may incur a penalty charge of 30% or more. Special orders may not be changed or cancelled.
- Studio 431 (custom) orders cannot be cancelled once purchase order is received and approved.
- Studio 431 orders are subject to price increase after engineering/product development is complete and approved by designer, end user and purchaser. Modifications in price will be handled via Change Order.
- All orders that include a swing product must include an executed liability waiver to be accepted and entered into production.
- Only the Material Supplier Standard Limited Warranty shall apply to all product sold by Landscape Forms. No other warranties or changes to the standard warranty will be applied or accepted.
- No merchandise can be returned without authorization from Landscape Forms. Returns may be subject to a disposition fee of 30-100%.
- Prices based on quantities shown and quantity changes may affect price.
- QUOTED prices are held for 60 days. After receipt of a written ORDER, prices will be held for up to twelve months from receipt of the
  order. Changes in quantity or specification may affect pricing. Upfit and Scenic pricing will only be held for six months after receipt of a
  written order.
- Pricing includes selection from our standard color palette. Optional colors and custom color matches are available for an additional fee and will extend lead-time. Please contact our corporate office for more information.

Cust #: 0K998
SSR: DSA User
Rep: DSA/LA-Orange, LAL

Landscape Forms Customer Service

Purchaser Seller

Page: 2 of 3

### Quote

Date: 04/08/2025 LF Quote#: 0000419799

PO#:

Project: Replacement of Transit Furniture-LF

Bill To: City of Lakewood

ATTN: ACCOUNTS PAYABLE

5050 n. Clark Ave Lakewood, CA 90714 **CORPORATE** 

7800 E. Michigan Avenue Kalamazoo, MI 49048-9543 P: 800.521.2546 F: 269.381.3455 www.landscapeforms.com Federal I.D.# 38-1897577

Ship To: City of Lakewood

ATTN: Ryan Bowman 5050 n. Clark Ave Lakewood, CA 90714

FSC# NC-COC-001261

Ship To Contact Phone: (562)866-9771x2508

Ship Via: Common Carrier

F.O.B.: Destination

- Fixtures for custom products are the property of Landscape Forms, Inc., and are not available for sale.
- Landscape Forms is a supplier only and ships via common carrier. Customer is responsible for offloading and installing unless otherwise indicated above.
- · Handling fees alone will apply on third party and customer pick-up orders.
- Mounting hardware is only available on a limited number of products. Please consult the installation recommendations or contact our corporate office to confirm. In the event hardware is provided, it MUST be used for proper installation.
- Refer to Care and Maintenance guidelines for more detailed information and instructions.
- All orders ship upon completion of fabrication. A one-week grace period may be available, after which storage fees will apply.
- This Agreement contains the entire understanding between the parties. All prior communications are merged into this Agreement. The terms of this Agreement shall control any conflict between documents.
- This Agreement may be signed by the parties separately and by facsimile, and together they shall be deemed one binding, original Agreement.
- Purchaser shall pay all costs and expenses paid or incurred by Landscape Forms, Inc. in collecting any amounts due for goods
  purchased by Purchaser, including without limitation, reasonable attorneys' fees and collection costs. Balances on invoices not paid
  within 30 days of date of invoice, or within an alternate period of time as determined and indicated by Landscape Forms, shall incur
  interest at a rate of 18% per annum. Cash discounts are not offered.
- The quoted price may include estimated tax, duties and tariffs. Actual tax, duties and tariffs shall be purchaser's responsibility and may be added to an invoice as a separate and additional charge to purchaser unless an acceptable exemption certificate is presented.
- To the extent purchaser supplies or modifies the standard specifications for any products, Landscape Forms, Inc. expressly disclaims all representations and warranties related to such products or their design whether express or implied except that the products shall be manufactured in accordance with purchaser's specifications.
- REMITTANCE OPTIONS: For information on paying via credit card, ACH, direct bank transfer, or wire please email us at AR@landscapeforms.com. Please note all credit card charges will be subject to a 3% surcharge. Mail payments to:

#### **USD Checks**

Landscape Forms, Inc. Dept 78073 PO Box 78000 Detroit, MI 48278-0073 USA

#### **CAD Cheques**

Landscape Forms, Inc. PO Box 2408 Station A Toronto, Ontario M5W 2K6 CAN

Page	: 3	of	3

		Purchaser	Seller	
tep:	DSA/LA-Orange, LAL		Landscape Forms Customer Service	
SR:	DSA User			
Cust #:	0K998			

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May 13, 2025

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

SUBJECT: Amendment of the Los Angeles Gateway Region Integrated Regional Water

Management Authority "GWMA" Joint Exercise of Power Authority Agreement

#### INTRODUCTION

The Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority ("Gateway Water Management Authority" or "GWMA") was established in 2007 by a Joint Powers Authority Agreement ("JPA"). The agency was formed to address the state's efforts that eneouraged and prioritized regional, multi-party, and/or multi-benefit projects for competitive funding. Because GWMA's membership and responsibilities have grown and evolved since its inception, the JPA Agreement is now being amended to best reflect current and anticipated activities, roles, and responsibilities.

On April 10, 2025, GWMA's Governing Board approved the attached Amended and Restated JPA Agreement by a super-majority vote. Each member is now requested to formally adopt the updated JPA Agreement, as presented.

#### STATEMENT OF FACT

The Gateway Water Management Authority was formed in 2007 to address water supply reliability, water quality, stormwater, and flood control in the Gateway Region of Los Angeles County. With a population of more than 2 million people, GWMA members have successfully worked together to develop regional projects, and seek and receive local, state and/or federal funds to support those projects.

GWMA members are made up of Gateway cities and water agencies that represent distinctive hydrogeological, topographic, demographic, political, and economic elements. Membership in the GWMA has proven to successfully communicate the Gateway region's needs with a single voice increasing opportunities for project and funding partners.

Since its inception, GWMA's membership has increased and GWMA's role has evolved significantly. Currently, membership has grown to 28 cities and water agencies. With that growth, GWMA has been able to respond to the changing water conditions and challenges in Southern California. In addition to developing regional projects and seeking grant funds to support them, GWMA continues its critical role as part of the Greater Los Angeles County Integrated Regional Water Management ensuring that the Gateway region's voice is always heard. Further, GWMA's added role since 2012 has been to facilitate and administratively support watershed stormwater compliance programs under the MS4 Permit for the Lower Los Angeles River, Lower San Gabriel River, Los Cerritos Channel and several other regional groups of cities working together to comply with the MS4 Permit for monitoring/reporting harbor stormwater flows.

Amendment of Los Angeles Gateway Region Integrated Regional Water Management Authority Joint Exercise of Power Authority Agreement

May 13, 2025

Page 2 of 2

In 2024, GWMA staff and legal counsel provided several updates regarding the proposed modifications to the JPA Agreement. These changes include: board member terms and allowing for up to three alternates; updating the list of members cities/agencies; defining a super-majority vote for certain board actions; and no longer requiring a lead agency to be appointed to conduct the financial/contractual affairs of GWMA (which have been done in-house since 2014).

On January 14, 2025, staff received the draft Amended and Restated JPA Agreement for review and comment. Legal Counsel was also requested to review the document. Comments were due to GWMA staff by March 14, 2025.

On April 10<sup>th</sup>, GWMA staff presented the revised draft agreement to the GWMA Board, showing the incorporated members' comments to the JPA Agreement. After discussion, the GWMA Board approved the Amended and Restated JPA Agreement by a super-majority vote which is presented herein.

Annual dues will continue to be assessed and approved by a super-majority vote of the GWMA Board in order to support the on-going work of the GWMA.

#### RECOMMENDATION

Staff recommends that the City Council:

(1) Adopt the proposed resolution, approving the Amended and Restated GWMA Joint Exercise of Powers Authority Agreement, as presented.

(2) Authorize the Mayor to execute the Amended and Restated GWMA Joint Exercise of Powers Authority Agreement.

Kelli Pickler For

Director of Public Works

Thaddeus McCormack

City Manager

#### RESOLUTION NO. 2025-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD APPROVING THE AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT FOR THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT AUTHORITY

#### THE CITY COUNCIL RESOLVES AS FOLLOWS:

WHEREAS, The City of Lakewood (the "Agency") is a "local agency," as defined in the Integrated Regional Water Management Planning Act, California Water Code Section 10530, et seq. ("IRWMPA"); and

WHEREAS, the Agency is a permittee under the "Waste Discharge Requirements and National Pollutant Discharge Elimination System (NPDES) Permit for Municipal Separate Storm Sewer System (MS4) Discharges within the Coastal Watersheds of Los Angeles and Ventura Counties," NPDES Permit No. CAS004004 ("MS4 Permit"), as amended from time to time by the California Regional Water Quality Control Board, Los Angeles Region.

WHEREAS, the Agency is a "public agency," as defined in the Joint Exercise of Powers Act, California Government Code Section 6500, et seq., and is authorized to enter into an agreement to exercise powers common to the member public agencies.

WHEREAS, the Los Angeles Gateway Region Integrated Regional Water Management Authority ("GWMA") was established to operate as a "regional water management group," as defined in and authorized by the IRWMPA, in order to (a) implement a regional water resources management plan that will protect and enhance regional water supplies, and to otherwise further the purposes of the IRWMPA, with respect to the Gateway Region and (b) perform other regional responsibilities for water development and management.

WHEREAS, through the GWMA, participating agencies also cooperate with each other to implement certain portions of the Watershed Management Programs and Coordinated Integrated Monitoring Programs, as those programs are described in the MS4 Permit, and to perform such other responsibilities for water quality.

WHEREAS, on April 10, 2025, the GWMA Board adopted, by a super-majority vote, a proposed amendment to the GWMA's Joint Exercise of Powers Agreement (the "Amended and Restated Agreement") to, among other things, update the purposes of the GWMA relating to the MS4 Permit and to make other changes intended to modernize the governance of the GWMA.

WHEREAS, the proposed Amended and Restated Agreement will take effect upon adoption by a super-majority of the legislative bodies of the GWMA's members.

Resolution No. 2025-14 Page 2

WHEREAS, the Agency's legislative body desires to continue participating in the GWMA and to adopt the Amended and Restated Agreement.

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

The CITY COUNCIL hereby approves the "Amended and Restated Joint Exercise of Powers Agreement for the "Fifth Amended and Restated Joint Exercise of Powers Agreement for the Los Angeles Gateway Region Integrated Regional Water Management Authority," attached hereto as Exhibit "A" to this Resolution.

The CITY COUNCIL authorizes the MAYOR to execute the Amended and Restated Agreement approved in Section 1.

The Clerk shall certify to the adoption of this Resolution and shall forward a copy of it to the GWMA.

ADOPTED AND APPROVED THIS 13TH DAY OF MAY, 2025.

	Mayor	
ATTEST:		
City Clerk		

### AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT FOR

## THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT AUTHORITY

THIS AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT ("Agreement"), dated for reference as of April 10, 2025, is entered into by and between the Cities of Artesia, Bell, Bell Gardens, Bellflower, Cerritos, Commerce, Compton, Cudahy, Downey, Hawaiian Gardens, Huntington Park, La Mirada, Lakewood, Long Beach, Lynwood, Maywood, Montebello, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, Signal Hill, South Gate, Vernon, and Whittier, the Central Basin Municipal Water District, the Long Beach Public Utilities Department (acting through its Board of Public Utilities Commissioners), and the Water Replenishment District of Southern California, all of which are public agencies and/or municipal corporations. Each of the foregoing are sometimes referred to herein as "Member", or collectively as "Members."

#### **RECITALS**

- (i) In 2007, the cities of Cerritos, Downey, Lakewood, Long Beach, Norwalk, Paramount, Santa Fe Springs, Signal Hill, and South Gate initially entered into a Joint Exercise of Powers Agreement ("Original Agreement") and created the Los Angeles Gateway Region Integrated Regional Water Management Authority ("GWMA"). Since its creation, additional Members, as listed above in the preamble, have been added to the GWMA pursuant to the provisions of the Original Agreement.
- (ii) Each Member is a "public agency," as defined in the Joint Exercise of Powers Act, California Government Code Section 6500, et seq., and all are authorized to enter into this Agreement in order to exercise powers common to these public agencies.
- (iii) This Agreement creates a public entity, separate from its Members, that is capable of carrying out the purposes of this Agreement.
- (iv) Each Member is a "local agency," as defined in the Integrated Regional Water Management Planning Act, California Water Code Section 10530, et seq. ("IRWMPA"). As of the effective date of this Agreement, all Members function within the County of Los Angeles.
- (v) It remains the intent of the Members in entering into this Agreement to operate as a "regional water management group," as defined in and authorized by the IRWMPA, in order to (a) implement a regional water resources management plan that will protect and enhance regional water supplies, and to otherwise further the purposes of the IRWMPA, with respect to the Members' jurisdictional areas (collectively, "Gateway Region") and (b) perform other regional responsibilities for water development and management, as described herein.
- (vi) All of the cities which are Members are permittees under the "Waste Discharge Requirements and National Pollutant Discharge Elimination System (NPDES) Permit for Municipal Separate Storm Sewer System (MS4) Discharges within the Coastal Watersheds of Los Angeles and Ventura Counties," NPDES Permit No. CAS004004 ("MS4 Permit"), as amended from time to time by the California Regional Water Quality Control Board, Los Angeles Region.

- (vii) The Members desire to amend and restate the Original Agreement in order to further state their intent to cooperate with each other to implement certain portions of the Watershed Management Programs and Coordinated Integrated Monitoring Programs, as those programs are described in the MS4 Permit, and to perform such other responsibilities for water quality, as described herein.
- (viii) The Members acknowledge that the GWMA may contract and cooperate with other regional water management groups and agencies to develop, administer, update, and implement, an Integrated Water Management Plan for the Greater Los Angeles County area.

#### **AGREEMENT**

NOW, THEREFORE, in consideration of the promises, terms, conditions and covenants contained herein, the parties agree as follows:

- 1. Recitals Incorporated. The recitals set forth above, are hereby incorporated by reference and made a part of this Agreement.
- Purposes. This Agreement is made pursuant to the provisions of the Joint Exercise of Powers Act, relating to the exercise of powers common to the Members. The purpose of this Agreement is to jointly exercise the powers set forth herein as to the Gateway Region, and, acting as a "regional water management group," to jointly prepare, contract for the preparation and implementation of, and/or adopt a "regional plan" for the management of water resources, and for implementation and operation of "qualified projects or programs," and/or the preparation of "qualified reports and studies," as those quoted terms are defined in the IRWMPA. In accordance with the IRWMPA, the regional water resources management plan may more specifically address any of the matters set forth and more fully described in California Water Code Section 10540(c) including, but not limited to, the following: ground water management planning; urban water management planning; the preparation of a water supply assessment; the planning, construction or modification of a flood management project; the planning, construction or modification of a water recycling project; the planning, construction or modification of a domestic water supply facility to meet safe drinking water standards; the planning, construction or modification of a drainage water management unit, and/or the implementation of a water conservation program. In addition, the purpose of this Agreement is to implement and from time to time revise certain portions of the Watershed Management Programs and Coordinated Integrated Monitoring Programs, as those programs are described in the MS4 Permit, that have been developed by the Members and to perform such other responsibilities to promote water quality within the Gateway Region. Notwithstanding the citation of specific legal authority for the foregoing, the Authority may exercise any other statutory authority which may now exist or be subsequently enacted to deal with ground water, storm water, water recharge, water recycling, water supply, water storage, water treatment, water drainage, water conservation or any related urban water management subject within the purview of local or regional water agencies and MS4 operators.
- 3. <u>Establishment.</u> Pursuant to the Joint Exercise of Powers Act, the Original Agreement established a Joint Powers Authority which is a regional water management group and a public entity separate from the parties to this Agreement. The name of the entity is the "Los Angeles Gateway Region Integrated Regional Water Management Authority" and may be referred to as the "Gateway Water Management Authority." The GWMA shall carry out its functions through a Governing Board, as described in this Agreement.

- <u>4.</u> Term of Agreement. This amended and restated Agreement is effective as of the latest date by which a super-majority of the Members, acting through their legislative bodies, adopt resolutions approving this amended and restated Agreement and thereafter having executed this Agreement, and shall continue in full force and effect for so long as no less than three (3) such Members remain, or until terminated by unanimous consent, provided that all liabilities of the GWMA have been satisfied and all assets of the GWMA have been distributed. A supermajority for purposes of this Section 4 shall mean the affirmative vote of two-thirds (2/3) of the Members.
- 5. Restriction on Exercise of Powers. Pursuant to and to the extent required by California Government Code Section 6509, the GWMA shall be restricted in the exercise of its powers to the same extent as the City of Long Beach is restricted in its exercise of powers hereunder; provided that, if the City of Long Beach ceases to be a Member, then the GWMA shall be restricted in its exercise of powers to the same extent as the City of Downey is restricted in its exercise of powers hereunder; in that the aforesaid cities are charter cities with statutory authority over a water supply.
- 6. Governing Board. The governing body of the GWMA is the Governing Board which is comprised of one representative from each Member, but such representative need not be a member of the legislative body of such public agency if approved by resolution of the legislative body of the Member. The Governing Board shall oversee the activities of the GWMA and shall act consistent with and in furtherance of the purposes of this Agreement and the GWMA.
- (a) <u>Appointment.</u> The legislative body of each of the Member shall appoint one member of the Governing Board and may appoint up to three alternate Board members. If neither the Governing Board member nor the Member's alternate(s) can attend a scheduled meeting, one time per year the chief executive (e.g., city manager) or the assistant chief executive of such Member may designate in writing a representative for that meeting who may attend and participate in that meeting as if he or she was a Governing Board member.
- (b) <u>Term of Members.</u> Each member and alternate member of the Governing Board serves until removed by the applicable Member's legislative body. Board members and alternates may be removed at any time by the appointing Member's legislative body. Vacancies shall be filled in the same manner as the original appointment.
- (c) <u>Compensation.</u> Governing Board members receive no compensation for attending required meetings.
- (d) <u>Voting.</u> Each Governing Board member shall have one (1) vote. If a Board member cannot attend a meeting, the alternate attending shall be fully empowered to act as the Governing Board member for the meeting so attended. Actions taken by the Governing Board shall require a majority or super-majority vote as provided below in Section (e).
- (e) Quorum. A majority of the Governing Board must be present to constitute a quorum. No action will be valid unless it has received the affirmative vote of the majority of those Governing Board members present, except where a super-majority vote is specified. Where a super-majority vote is specified herein, it shall mean the affirmative vote of two-thirds (2/3) of the Governing Board members present.
  - (f) <u>Responsibilities.</u> The Governing Board will:

- (1) Determine general policy for GWMA activities.
- (2) Act on behalf of all Members in adopting strategies to pursue the purposes of the GWMA and implement such strategies.
- (3) Approve a budget to expend funds necessary to exercise the powers and achieve the purposes of the GWMA, as set forth in this Agreement, and as otherwise provided by law. A super-majority vote shall be required to adopt a budget or assess the contribution of costs or to purchase or long-term lease any real property.
- (4) Ensure that projects and programs that are undertaken are in the best interest of the residents served by the GWMA.
- (5) Authorize expenditures of funds in accordance with budget and any purchasing procedures adopted by the Governing Board.
- (6) Share costs equally among the Members, except as otherwise provided herein.
- (7) Approve or deny applications from local public agencies for admission to the GWMA or expel a member from the GWMA.
- (8) Adopt by-laws, rules and regulations governing operations of the GWMA.
- (9) Appoint such ad hoc or standing committees of its Members as it may deem appropriate, all in uniformity with the Ralph M. Brown Act (Sections 54950 *et seq.*).
- meetings in accordance with the Ralph M. Brown Act, commencing with California Government Code Section 54950, or any successor provision thereto. It shall hold at least one (1) regular meeting in each year and such additional meetings as may be necessary to accomplish the purposes specified herein. Regular meetings shall be held at such location as the Governing Board may determine by Resolution. Minutes shall be kept of all meetings of the GWMA and shall be provided to the Members and made available to the public. Meetings shall be conducted in accordance with rules of procedure adopted by the Governing Board (the most current edition of "Roberts Rules of Order" as of the effective date of this Agreement). Except as specifically provided elsewhere in this Agreement, any rule of procedure affecting the order of business may be suspended with the approval of a majority of Board members then voting.

#### 7. Organization.

(a) Officers. The Governing Board shall elect a chair, a vice-chair, treasurer and/or such other officers as the Board shall find appropriate. The Governing Board shall also appoint a secretary, who need not be a member of the Governing Board. Each officer shall serve at the pleasure of the Governing Board. Upon approval by the Governing Board, all contracts, deeds and other official documents on behalf of the GWMA shall be executed by the Chair or the Executive Officer, and attested to by the Secretary and approved as to form by GWMA's legal counsel or other appropriate officer.

- (b) <u>Employees.</u> The Governing Board may appoint an Executive Officer, controller, clerk, legal counsel or other employees as it deems appropriate and may establish the duties and compensation of such employees. The Governing Board may choose to utilize the services of employees of the Members by appointing a Lead Agency, as described below, and, if required, compensate the Member accordingly, or may directly appoint and employ its own staff. If the GWMA directly employs employees, the Governing Board shall adopt a personnel system establishing rules and regulations comparable to the public sector generally.
- (c) <u>Finances.</u> The Governing Board shall appoint a qualified person to act as the Auditor, who need not be a member of the Governing Board. GWMA shall cause an independent annual audit of the GWMA's finances to be made by a certified public accountant in compliance with California Government Code Section 6505. The Treasurer of the GWMA shall be the depositor and shall have custody of all money of the GWMA received from whatever source. The Auditor of the GWMA shall draw warrants to pay demands against the GWMA when the demands have been approved by the GWMA by its authorized representative pursuant to any delegation of authority by the GWMA. The Treasurer and Auditor shall comply strictly with the provisions of statutes relating to their duties, as set forth in the Joint Exercise of Powers Act. The Governing Board may transfer the responsibilities of Treasurer and/or Auditor to any person or entity as may then be authorized by law.
- (d) <u>Consultants.</u> The GWMA is authorized to enter into contracts and pay consultants pursuant to the GWMA's purchasing procedure to perform any work or activity it is empowered to perform hereunder, including the provision of professional, financial, legal, administrative, technical or other services. A consultant may be designated as an officer, including the Executive Officer, of the GWMA.
- (e) <u>Lead Agency.</u> The Governing Board may, but is not required to, select from the Members, a Lead Agency for the GWMA. In such case, the Director of Finance of the Lead Agency shall be and act as the Treasurer and Auditor of the GWMA, pursuant to California Government Code Section 6505.6. Pursuant to California Government Code Section 6505.1, the Secretary and Treasurer shall have charge of the property of the GWMA and each shall file an official bond in the penal sum of Ten Thousand Dollars (\$10,000.00) or such additional amount as the Governing Board may establish. If a lead agency is selected, by majority vote the Governing Board may change the Lead Agency at any time. In such event, the officers of the new Lead Agency shall serve as the respective officers of the GWMA.
- (f) <u>Property of the GWMA.</u> Pursuant to California Government Code Section 6505.6, the Governing Board may designate an officer or employee, or officers and employees, in addition to the Treasurer, to receive, deposit, invest, and disburse the money of the GWMA pursuant to California Government Code Sections 6505.5 and 6509.5. The Governing Board shall fix the amount of the official bond to be filed by each such designee.
- 8. Powers and Functions as a Regional Water Management Entity. Subject to the limitations set forth herein, the GWMA, acting through its Governing Board, shall have any and all powers commonly held by the Members, necessary or appropriate to fulfill the purposes set forth in Section 2, above, and to implement the agreed upon provisions of the MS4 Permit on behalf of the Members and to otherwise perform the functions and exercise the powers of a regional water management group pursuant to applicable law.

- 9. Corporate and Political Powers. For purposes of exercising its authority, and subject to the limitations set forth herein, the GWMA shall have all joint powers specified in California Government Code Section 6508 including, but not limited to, any or all of the following:
  - (a) To exercise the common powers of its Members;
  - (b) To make and enter into contracts;
  - (c) To employ agents and employees;
- (d) To acquire, construct, manage, maintain or operate any building, structure, work or improvement;
  - (e) To acquire, hold or dispose of real or personal property;
- (f) To incur debts, liabilities and obligations and issue bonds, notes, certificates of participation and other forms or evidence of indebtedness;
  - (g) To sue and be sued in its own name;
- (h) To apply for, accept, receive and disburse grants, loans and other financial aid from any agency of the State of California or the United States of America and to receive donations of property, funds, services and other forms of assistance from persons, firms, corporations or governmental entities;
- (i) To obtain insurance for the GWMA and contract for risk management services;
- (j) To invest money of the GWMA in the same manner and on the same conditions as local agencies pursuant to California Government Code Section 53601;
- (k) To prepare and support legislation related to the purposes of this Agreement;
- (1) To adopt rules, regulations, policies, bylaws and procedures for the carrying out of the foregoing powers or necessary for the governing of the operations of the GWMA; and
- (m) To exercise all other powers necessary and proper to carry out the provisions of this Agreement.
  - 10. <u>Limitations.</u> The GWMA shall not have the power of eminent domain.
- 11. Expenditures and Contributions. From time to time, the Governing Board may require Member contributions in order to make expenditures necessary to carry out the purposes and functions of the GWMA which may include, but are not limited to, retention of consultant(s) to conduct studies and prepare plans, reports and designs, and/or provide management services. Contracts over \$100,000 shall require a super-majority vote of the Governing Board to approve. Contributions may be assessed against Members on an equal basis, or upon such other basis as may be determined by the Governing Board. Within thirty (30) days of such an assessment by the Governing Board becoming effective, each Member,

shall make the required contribution, provided that any Member not wishing to make such contribution may, in the alternative, withdraw from the GWMA within said period by adopting a resolution of withdrawal by its legislative body and otherwise complying with Section 15.

- 12. Eligibility for Membership and Admission. Any local public agency that is a member of the Gateway Cities Council of Governments, or that has statutory authority over a water supply with the Gateway Cities Region, may apply to become a member of the GWMA pursuant to an action taken by the legislative body of such public agency and may become a Member upon a super-majority vote of the Governing Board and execution of this Agreement. At the time of approval of admission, the Governing Board may request that the new Member make a payment of any costs incurred by the GWMA to date, to the extent the benefit of those costs will be derived or will continue to be derived after the new Member agency has joined the GWMA.
- 13. Accounts, Reports, and Audits. The following procedures shall be followed to ensure strict accountability of all funds of the GWMA and to provide for accurate reporting of receipts and disbursements of said funds:
- (a) The Auditor shall either prepare or contract with a certified public accountant to prepare an annual audit of the GWMA's accounts and records. The minimum requirements for such audits shall be those prescribed by the State Controller for special districts under California Government Code Section 26909 or successor statute and shall conform to generally accepted accounting principles.
- (b) A report of said audit shall be filed as a public record with each Member and with the County Auditor of the County of Los Angeles. Such report shall be filed within twelve (12) months of the end of the fiscal year or years under examination.
- (c) Any additional procedures pertaining to accountability of funds and assets of the GWMA, as specified in the Joint Exercise of Powers Act, shall be followed.
- 14. Obligation for Debts and Liabilities and Distribution of Assets. Except as otherwise provided herein or by applicable law, no Member shall be individually responsible for any of the debts, liabilities or obligations of the GWMA, and all such debts, liabilities and obligations shall exclusively be those of the GWMA.

#### (a) Indemnification.

- (1) Each Member agrees to indemnify, defend and hold the GWMA and all other Members, and employees, officers and agents of the GWMA, free and harmless with respect to any and all claims, liabilities, losses, and damages, including legal fees and expenses, to the extent arising out of or connected with the acts or omissions, or breach or default, of such Member, or any person or entity acting on behalf of such Member, in the performance of any of its obligations under this Agreement.
- (2) The GWMA shall indemnify, defend, and hold harmless, jointly and severally, each of its Members and the Members' officers, officials, employees, agents, and representatives with respect to any loss, damage, injury, claim, litigation, or liability, including attorney's fees and costs, arising out of or in any way related to the creation,

operation, functioning, decisions, or actions of the GWMA or the GWMA's officers, officials, employees, agents, or representatives.

- (3) The provision of indemnity set forth in this Section shall not be construed to obligate the GWMA to pay any liability, including but not limited to punitive damages, which by law would be contrary to public policy or otherwise unlawful.
- (b) Tort Liability. Government Code Section 895.2 imposes certain tort liability jointly upon public agencies solely by reason of such public agencies being parties to an agreement as defined in Government Code Section 895. Therefore, the Member public agencies, as among themselves, pursuant to the authorization contained in Government Code Sections 895.4 and 895.6, each assume the full liability imposed upon it or any of its officers, agents, employees or representatives by law for injury caused by a negligent or wrongful action or inaction, or omission, occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Government Code Section 895.2. To achieve this purpose, each Member public agency indemnifies and holds harmless each other party and the GWMA, for any loss, cost or expense, including reasonable attorney's fees and consultant fees that may be imposed upon or incurred by such other Member public agency or the GWMA solely by virtue of Government Code Section 895.2.
- (c) <u>Funds for Defense.</u> Notwithstanding the provisions of paragraphs (a) or (b), above, by a super-majority vote of the Governing Board, the Board may approve the expenditure of GWMA funds to defend, indemnify and hold the GWMA, members of the Governing Board, and/or any employee or agent of the GWMA, free and harmless from claims and liabilities arising in connection with their actions taken in good faith, and while within the scope of their duties being performed on behalf of the GWMA.
- (d) <u>Self-Insure</u>. The GWMA may self-insure or purchase insurance, and/or-, require the Members to self-insure or purchase insurance, in order to comply with any of the defense and indemnity requirements herein.
- (e) <u>Privileges and Immunities.</u> All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules, all pension, relief, disability, worker's compensation, and other benefits which apply to the activity of officers, agents, or employees of any Member when performing their respective functions within the territorial limits of the Member, shall apply to them to the same degree and extent while engaged in the performance on any of their functions and duties extraterritorially hereunder.
- <u>15.</u> <u>Withdrawal by a Member.</u> Subject to the provisions of this section, any Member may withdraw from the GWMA by providing the Governing Board no less than thirty (30) days prior written notice including a copy of the initiating resolution by the legislative body of the withdrawing Member. The withdrawing Member shall pay all unpaid contributions that were approved by the Governing Board more than one hundred twenty (120) days prior to the date of the notice of withdrawal. No Member may withdraw unless and until it has satisfied any and all outstanding contractual obligations, or other indebtedness for which such Member would otherwise be obligated, in whole or in part, to pay. "Outstanding contractual obligations" includes the obligations for payments on contracts which the GWMA has entered into and are legally binding but where additional services will be performed in the future, until the contract has been fully performed.

- 16. Effect of Termination. Upon termination of this Agreement by the GWMA, all of the existing assets shall be divided and distributed for public purposes in such manner as shall be determined by a super-majority vote of the Governing Board provided, however, that this Agreement and the Governing Board shall continue to exist for the purposes of disposing of all claims, administering the distribution of assets, and performing any other functions necessary to conclude the affairs of the GWMA. This Agreement may not be terminated so long as the GWMA has any outstanding contractual obligations or other indebtedness.
- 17. Notices. Notices permitted or required to be sent pursuant to this Agreement shall be sent by registered mail, return receipt requested, or reputable overnight delivery service, addressed as follows:

To Member public agencies at each Member public agency's official business address, personally addressed to that agency's Governing Board member;

To the GWMA at 16401 Paramount Boulevard, Paramount, California 90723. This address shall be the GWMA's official business address. This address may be changed by approval of the Governing Board and the giving of written notice to each Member at their official business address.

18. Amendment. Except for amendments that change the GWMA's powers, duties, indemnification requirements, or financial responsibilities, this Agreement may be amended by a super-majority vote of the Governing Board. Otherwise, this Agreement may be amended by a majority vote of the Governing Board and by a majority vote of the Members acting by resolution of their legislative bodies.

#### 19. Legal Actions.

- (a) Remedies. The GWMA is hereby authorized to take any and all legal or equitable actions, including but not limited to, seeking an injunction and/or specific performance, necessary or permitted by law, to enforce this Agreement.
- (b) <u>Applicable Law and Forum.</u> The laws of the State of California shall govern the interpretation and enforcement of this Agreement, without regard to conflict of law principles. Legal actions must be instituted and maintained in the Superior Court of the County of Los Angeles, State of California, in any other appropriate court in that county, or in the Federal District Court in the Central District of California.
- (c) Acceptance of Service of Process. In the event that any legal action is commenced against the GWMA, service of process on the GWMA shall be made by personal service upon the Executive Officer or Secretary of the GWMA, or in such other manner as may be provided by law.
- (d) Waivers. All waivers of any term or condition of this Agreement shall be in writing. No waiver of any term or same term or condition at a different time.
- <u>20.</u> <u>Liberal Construction; Severability.</u> In the event of any litigation over the meaning of this Agreement or the GWMA of any agency of the GWMA, this Agreement shall be

liberally construed to effectuate its purposes. Should any part, term or provision of this Agreement be decided by any court of competent jurisdiction to be illegal or in conflict with any law of the State of California or federal law, or otherwise be rendered unenforceable or invalid, the validity of the remaining portions and/or provisions shall not be affected thereby.

- 21. Conflicts of Interest. No officers, official, or employee of the GWMA shall have any financial interest, direct or indirect, in the GWMA nor shall any such person participate in any decision relating to the GWMA which affects his or her financial interests, in violation of any State law or regulation.
- <u>22.</u> <u>Books and Records.</u> All books, records, accounts, and documents of the GWMA shall be available at any reasonable time to the Directors and, to the extent provided by the California Public Records Act (Government Code Section 7920.000, *et seq.*) shall be public records. This Section does not authorize the release of any confidential records which are exempt from disclosure under the California Public Records Act or other applicable law or regulations.
- 23. <u>Principal Office.</u> The principal office of the GWMA shall be that of the office of the Executive Officer or as from time to time designated by the Board.
- 24. Successors. This Agreement shall be binding upon all Members and shall inure to the benefit of the successors of each of the Members provided, however, that no Member may assign any right or obligation under this Agreement without the written consent of the Governing Board.
- <u>25.</u> <u>Effectuate Counterparts.</u> This Agreement may be executed in counterparts, which together shall constitute the same and entire agreement.
- 26. Filing with Secretary of State. The Executive Officer of the Governing Board is directed to file with the office of the California Secretary of State and State Controller a notice of adoption or amendment of this Agreement within thirty (30) days after the effective date of such adoption or amendment, as required by California Government Code Sections 6503.5 and 6503.6 and shall file all other official notices as may be required by law.
- <u>27.</u> <u>Entire Agreement.</u> This Agreement constitutes the final, complete and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and amends, replaces, and supersedes all other prior or contemporaneous oral or written understandings and agreements of the parties.

[SIGNATURES ON FOLLOWING PAGES]

(signature)	
Name:	
Title:	
City/Agency Name:	
ATTEST BY:	APPROVED AS TO FORM BY:
(signature)	(signature)
Name:	Name:

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

IN WITNESS WHEREOF, each of the parties hereto have caused this Agreement to be

executed and attested by its duly authorized officers as of the dates set forth below.

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May 13, 2025

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

SUBJECT: Amendments No. 3 and No. 4 with the Los Angeles County Flood Control District—

Safe Clean Water Program for Regional Program Funds for Bolivar Park and

Mayfair Park

#### STATEMENT OF FACT

On November 6, 2018, Measure W (the SCWP) ballot measure was successfully passed by the voters. The SCWP provides local, dedicated funding for stormwater and urban runoff programs and projects to increase local water supply, improve water quality, and protect public health. The City of Lakewood applied for SCWP Regional Program funds and was approved for five years of operations, maintenance, and monitoring of both the Bolivar Park and Mayfair Park Stormwater and Urban Runoff Capture Projects. Transfer Amendments No. 3 & No. 4 provides funds for year three and four.

#### **BACKGROUND**

The City of Lakewood is in the Lower San Gabriel River Watershed Area (LSGRWA) under the SCWP. The LSGRWA is estimated to receive up to \$16.7 million annually to fund regional projects and programs. Regional Program funds for the LSGRWA are programmed by the LSGRWA Steering Committee comprised of local stakeholders from agencies, municipalities, and community members from within the LSGRWA. The Steering Committee meets regularly to develop funding plans and recommendations to provide water quality, water supply, and community enhancement benefits to the region.

The City applied and was approved for two projects utilizing the LSGWA regional Funds for the Bolivar Park and the Mayfair Park Stormwater O & M projects. Both of these projects utilize the SCWF funds for the O & M of the stormwater capture projects.

On December 8, 2020, the City approved Agreements for both Bolivar Park and Mayfair Park between the City and the District, which allows for the transfer of Regional Program funds to the City. The FY 2020/2021 allocation was received after execution of the initial Agreements and the four subsequent fiscal year allocations will be received after execution of Addendums to this Agreement. The City is anticipating the following allocations:

<u>Bolivar Park</u>	<u>Mayfair Park</u>
FY 2020/2021: \$473,000 (received)	FY 2020/2021: \$253,225 (received)
FY 2021/2022: \$198,225 (received)	FY 2021/2022: \$253,225 (received)
FY 2022/2023: \$198,225 (received)	FY 2022/2023: \$253,225 (received)
FY 2023/2024: \$198,225	FY 2023/2024: \$253,225
FY 2024/2025: \$198 225	FY 2024/2025: \$253 225

Addendum No. #3 and No. #4 to SCWP Agreement for Bolivar & Mayfair Park May 13, 2025
Page 2 of 2

The delay of these transfer agreements was partly due to the transition of staff and software changes at the SCWP.

#### FISCAL IMPACT

There will be no impact to the City's General Fund. The LSGWA has allocated \$1,265,900 for Bolivar Park and \$1,266,125 for Mayfair Park over the five-year funding period for the operation, maintenance, and monitoring of both projects. The five-year funding period ends FY 2024/2025. In the subsequent years, funding for these O & M projects could be funded from the City's SCWP local municipal funds for on-going O & M or develop agreements with the upstream cities that directly discharge into these projects.

#### RECOMMENDATION

- (1) Approve the attached Transfer Amendments No.3 and No. 4 for Bolivar Park and Mayfair Park establishing terms and conditions for the transfer of Safe, Clean Water Program funds to the City of Lakewood, and
- (2) Authorize the Mayor to sign the Transfer Amendments No.3 and No. 4 for both the Bolivar Park and Mayfair Park with the Los Angeles County Flood Control District to receive funds through the Safe, Clean Water Program.

Kelli Pickler FOIZ

Director of Public Works

Thaddeus McCormack

City Manager

# ADDENDUM NO. 3 TO TRANSFER AGREEMENT NO. 2020RPLSGR01 BETWEEN THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND City of Lakewood SAFE, CLEAN WATER PROGRAM - REGIONAL PROGRAM

This Addendum No. 3 to Transfer Agreement No. 2020RPLSGR01, hereinafter referred to as "Addendum No. 3", is entered into as of \_\_\_\_\_\_\_\_(LACFCD Use Only) by and between the Los Angeles County Flood Control District, hereinafter referred to as "District," and City of Lakewood for Bolivar Park, hereinafter referred to as "Recipient."

**WHEREAS**, District and Recipient entered into Transfer Agreement No. 2020RPLSGR01, hereinafter referred to as "Agreement", pertaining generally to the transfer of a SCW Program Contribution (as therein defined) from District to Recipient for the implementation by Recipient of a Funded Activity (as therein defined) to increase stormwater and/or urban runoff capture and/or reduce stormwater and/or urban runoff pollution, on N/A;

**WHEREAS**, the Agreement provides for the disbursement of the SCW Program Contribution for the 23-24 Fiscal Year (as therein defined), and further provides that if the Funded Activity is included in a duly approved Stormwater Investment Plan (as therein defined) for a subsequent Fiscal Year, the parties shall enter into an addendum to the Agreement regarding the disbursement of the SCW Program Contribution for that subsequent Fiscal Year;

**WHEREAS**, the Funded Activity has been included in a duly approved Stormwater Investment Plan for Fiscal Year 23-24;

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

- 1. The definitions set forth in Sections 16.03 and 18.02 of the Los Angeles County Flood Control District Code together with the definitions set forth in the Agreement shall apply to this Addendum No. 3.
- 2. The District shall disburse the SCW Program Contribution for the 23-24 Fiscal Year as described in the Budget Plan within forty-five (45) days of the execution of this Addendum by the last party to sign.
- 3. All terms and conditions of the Agreement shall remain in full force and effect, including, but not limited to the following provisions related to compliance with the California Environmental Quality Act (CEQA):

#### **Execution of Agreement**

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

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

Further, the District and the Recipient: (i) agree that an electronic signature of any party

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

Lower San Gabriel River
City of Lakewood
Bolivar Park
Ву:
Name:
Title:

IN WITNESS WHEREOF, this Addendum No. 3 has been executed by the parties hereto.

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT:

Name: Matthew Frary

For: Mark Pestrella

Title: Assistant Deputy Director

Date:

IN WITNESS WHEREOF, this Addendum No. 3 has been executed by the parties hereto.

# ADDENDUM NO. 4 TO TRANSFER AGREEMENT NO. 2020RPLSGR01 BETWEEN THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND City of Lakewood SAFE, CLEAN WATER PROGRAM - REGIONAL PROGRAM

This Addendum No. 4 to Transfer Agreement No. 2020RPLSGR01, hereinafter referred to as "Addendum No. 4", is entered into as of \_\_\_\_\_\_\_ by and between the Los Angeles County Flood Control District, hereinafter referred to as "District," and City of Lakewood for Bolivar Park, hereinafter referred to as "Recipient."

**WHEREAS**, District and Recipient entered into Transfer Agreement No. 2020RPLSGR01, hereinafter referred to as "Agreement", pertaining generally to the transfer of a SCW Program Contribution (as therein defined) from District to Recipient for the implementation by Recipient of a Funded Activity (as therein defined) to increase stormwater and/or urban runoff capture and/or reduce stormwater and/or urban runoff pollution, on N/A;

**WHEREAS**, the Agreement provides for the disbursement of the SCW Program Contribution for the 24-25 Fiscal Year (as therein defined), and further provides that if the Funded Activity is included in a duly approved Stormwater Investment Plan (as therein defined) for a subsequent Fiscal Year, the parties shall enter into an addendum to the Agreement regarding the disbursement of the SCW Program Contribution for that subsequent Fiscal Year;

**WHEREAS**, the Funded Activity has been included in a duly approved Stormwater Investment Plan for Fiscal Year 24-25:

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

- 1. The definitions set forth in Sections 16.03 and 18.02 of the Los Angeles County Flood Control District Code together with the definitions set forth in the Agreement shall apply to this Addendum No. 4.
- 2. Exhibit A to the Agreement is superseded and replaced by Exhibit A-4 attached hereto and incorporated herein as if fully set forth, and all references in the Agreement to Exhibit A shall hereafter be deemed to refer to Exhibit A-4.
- 3. The District shall disburse the SCW Program Contribution for the 24-25 Fiscal Year as described in the Budget Plan within forty-five (45) days of the execution of this Addendum by the last party to sign.
- 4. All terms and conditions of the Agreement shall remain in full force and effect, including, but not limited to the following provisions related to compliance with the California Environmental Quality Act (CEQA):

#### **Execution of Agreement**

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

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

Further, the District and the Recipient: (i) agree that an electronic signature of any party

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

Lower San Gabriel River
City of Lakewood
Bolivar Park
Ву:
Name:
Title:
Date:

IN WITNESS WHEREOF, this Addendum No. 4 has been executed by the parties hereto.

N WITNESS WHEREOF, this Addendum No. 4 has been e	executed by the parties hereto.
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FLOOD CONTROL DISTRICT:		
Ву:		
Name	: Matthew Frary	
Title:	Assistant Deputy Director	
For:	Mark Pestrella	
Date:		

LOS ANGELES COUNTY

# ADDENDUM NO. 3 TO TRANSFER AGREEMENT NO. 2020RPLSGR04 BETWEEN THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND City of Lakewood SAFE, CLEAN WATER PROGRAM - REGIONAL PROGRAM

This Addendum No. 3 to Transfer Agreement No. 2020RPLSGR04, hereinafter referred to as "Addendum No. 3", is entered into as of \_\_\_\_\_\_\_\_(LACFCD Use Only) by and between the Los Angeles County Flood Control District, hereinafter referred to as "District," and City of Lakewood for Mayfair Park, hereinafter referred to as "Recipient."

**WHEREAS**, District and Recipient entered into Transfer Agreement No. 2020RPLSGR04, hereinafter referred to as "Agreement", pertaining generally to the transfer of a SCW Program Contribution (as therein defined) from District to Recipient for the implementation by Recipient of a Funded Activity (as therein defined) to increase stormwater and/or urban runoff capture and/or reduce stormwater and/or urban runoff pollution, on N/A;

**WHEREAS**, the Agreement provides for the disbursement of the SCW Program Contribution for the 23-24 Fiscal Year (as therein defined), and further provides that if the Funded Activity is included in a duly approved Stormwater Investment Plan (as therein defined) for a subsequent Fiscal Year, the parties shall enter into an addendum to the Agreement regarding the disbursement of the SCW Program Contribution for that subsequent Fiscal Year;

**WHEREAS**, the Funded Activity has been included in a duly approved Stormwater Investment Plan for Fiscal Year 23-24;

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

- 1. The definitions set forth in Sections 16.03 and 18.02 of the Los Angeles County Flood Control District Code together with the definitions set forth in the Agreement shall apply to this Addendum No. 3.
- 2. The District shall disburse the SCW Program Contribution for the 23-24 Fiscal Year as described in the Budget Plan within forty-five (45) days of the execution of this Addendum by the last party to sign.
- 3. All terms and conditions of the Agreement shall remain in full force and effect, including, but not limited to the following provisions related to compliance with the California Environmental Quality Act (CEQA):

#### **Execution of Agreement**

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

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

Further, the District and the Recipient: (i) agree that an electronic signature of any party

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

Lower San Gabriel River
City of Lakewood
Mayfair Park
Ву:
Name:
Title:
Date:

IN WITNESS WHEREOF, this Addendum No. 3 has been executed by the parties hereto.

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LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT:
FLOOD CONTROL DISTRICT:

Name: Matthew Frary

For: Mark Pestrella

Title: Assistant Deputy Director

Date:

IN WITNESS WHEREOF, this Addendum No. 3 has been executed by the parties hereto.

# ADDENDUM NO. 4 TO TRANSFER AGREEMENT NO. 2020RPLSGR04 BETWEEN THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND City of Lakewood SAFE, CLEAN WATER PROGRAM - REGIONAL PROGRAM

This Addendum No. 4 to Transfer Agreement No. 2020RPLSGR04, hereinafter referred to as "Addendum No. 4", is entered into as of \_\_\_\_\_\_ by and between the Los Angeles County Flood Control District, hereinafter referred to as "District," and City of Lakewood for Mayfair Park, hereinafter referred to as "Recipient."

**WHEREAS**, District and Recipient entered into Transfer Agreement No. 2020RPLSGR04, hereinafter referred to as "Agreement", pertaining generally to the transfer of a SCW Program Contribution (as therein defined) from District to Recipient for the implementation by Recipient of a Funded Activity (as therein defined) to increase stormwater and/or urban runoff capture and/or reduce stormwater and/or urban runoff pollution, on N/A;

**WHEREAS**, the Agreement provides for the disbursement of the SCW Program Contribution for the 24-25 Fiscal Year (as therein defined), and further provides that if the Funded Activity is included in a duly approved Stormwater Investment Plan (as therein defined) for a subsequent Fiscal Year, the parties shall enter into an addendum to the Agreement regarding the disbursement of the SCW Program Contribution for that subsequent Fiscal Year;

**WHEREAS**, the Funded Activity has been included in a duly approved Stormwater Investment Plan for Fiscal Year 24-25:

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

- 1. The definitions set forth in Sections 16.03 and 18.02 of the Los Angeles County Flood Control District Code together with the definitions set forth in the Agreement shall apply to this Addendum No. 4.
- 2. Exhibit A to the Agreement is superseded and replaced by Exhibit A-4 attached hereto and incorporated herein as if fully set forth, and all references in the Agreement to Exhibit A shall hereafter be deemed to refer to Exhibit A-4.
- 3. The District shall disburse the SCW Program Contribution for the 24-25 Fiscal Year as described in the Budget Plan within forty-five (45) days of the execution of this Addendum by the last party to sign.
- 4. All terms and conditions of the Agreement shall remain in full force and effect, including, but not limited to the following provisions related to compliance with the California Environmental Quality Act (CEQA):

#### **Execution of Agreement**

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

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

Further, the District and the Recipient: (i) agree that an electronic signature of any party

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

Lower San Gabriel River
City of Lakewood
Mayfair Park
Ву:
Name:
Title:
Date:

IN WITNESS WHEREOF, this Addendum No. 4 has been executed by the parties hereto.

N WITNESS WHEREOF, this Addendum No. 4 has been executed by the parties here	WITNESS WHEREO	F, this Addendum No.	4 has been executed b	y the parties hereto
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FLOOD CONTROL DISTRICT:		
Ву:		
Name	: Matthew Frary	
Title:	Assistant Deputy Director	
For:	Mark Pestrella	
Date:		

LOS ANGELES COUNTY

#### **COUNCIL AGENDA**

May 13, 2025

TO:

The Honorable Mayor and City Council

SUBJECT:

Special Event Permit for Public Display of Fireworks - Artesia High School

#### INTRODUCTION

The Lakewood Municipal Code Section 3106 requires that all public displays of fireworks be approved by the City Council.

#### STATEMENT OF FACT

Artesia High School is requesting to have a fireworks display on May 29<sup>th</sup>, 2025 in celebration of their annual graduation ceremony event. The fireworks display is proposed for approximately 8:00 pm.

The show is being presented by Fireworks & Stage FX America who has obtained all required documentation and approvals from the Los Angeles County Fire Department. If approved, Artesia High School will be sending notifications to neighboring homes one week prior to the event.

#### STAFF RECOMMENDATION

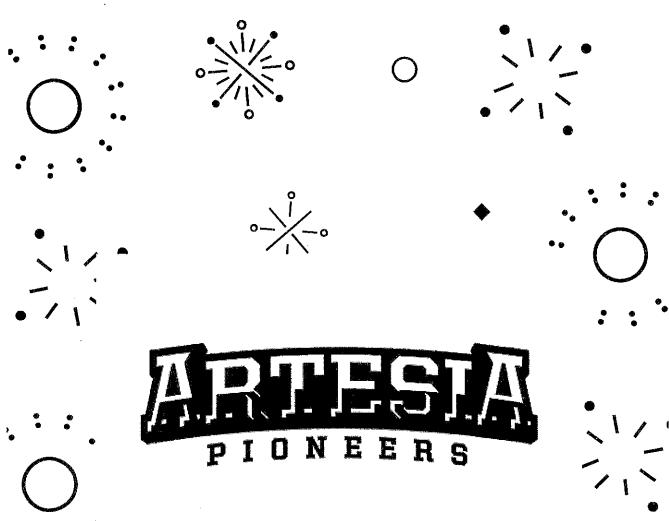
It is recommended that the City Council grant a special event permit authorizing Artesia High School to hold a public display of fireworks in accordance with Lakewood Municipal Code Section 3106.

Jose Gomez

Director of Finance & Administrative Services

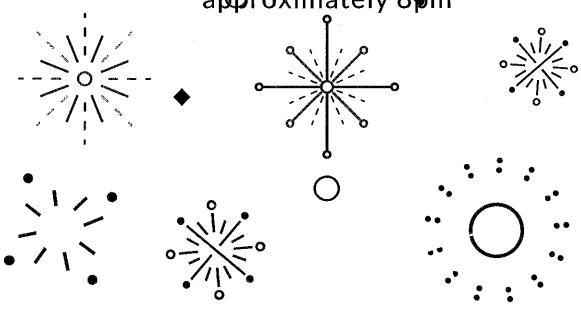
Thaddeus McCormack

City Manager



## GRADUATION FIREWORKS SHOW THURSDAY 29TH, 2025

Pyrotechnics will be used to celebrate our 2025 Graduation Ceremony at approximately 80m





## ABC Unified School District

16700 Norwalk Boulevard, Cerritos, CA 90703 (562) 926-5566

#### BOARD OF EDUCATION

Brad Beach • Dr. Michael Eugenio Ernie Nishii • Francisco Noyola • Dr. Olga Rios Sophia Tse • Soo Yoo

> Superintendent Dr. Glna Zletlow



Lakewood City Council 5050 Clark Avenue Lakewood, CA 90712

Dear Members of the Lakewood City Council,

I hope this letter finds you well. I am writing to request permission for a fireworks display during the halftime of our Homecoming Football Game on September 20th, 2024, at Artesia High School.

This year marks a significant milestone for our school, as we celebrate our 70th Reunion Homecoming Game. To commemorate this special occasion, we would like to host a brief fireworks show during halftime. The fireworks display will last approximately three minutes and will be organized by Fireworks & Stage FX America, the same reputable company that successfully provided the fireworks for Artesia High's graduation ceremony this past May.

We are committed to ensuring that this event is enjoyable and safe for all involved. To minimize any potential disruption, we will notify the surrounding neighbors of the upcoming fireworks display by distributing flyers one week prior to the event. Additionally, all necessary safety precautions will be strictly adhered to, and the event will be managed by experienced professionals from Fireworks & Stage FX America.

We kindly ask for your consideration and approval of this request. If there are any additional steps we need to take or further information required, please do not hesitate to contact me at (562)926-5566x21601 or <a href="mailto:sergio.garcia@abcusd.us">sergio.garcia@abcusd.us</a>.

Additionally, we would like to ask permission to use the same company, Fireworks & Stage FX America to provide a fireworks show at the conclusion of our graduation ceremony on May 29, 2025.

Thank you for your time and attention to this matter. We look forward to your positive response.

Sincerely,

Sergio Garcia

Principal

Artesia High School

#### ARTESIA HIGH SCHOOL

SHEET

.

Reports

### **REVISED**

#### **CITY COUNCIL AGENDA**

May 13, 2025

**TO:** Honorable Mayor and City Council

SUBJECT: Construction Contract with Doty Bros. Construction Company for Rehabilitation

of Lakewood and Golden State Water Company Emergency Interconnection Vault

#### INTRODUCTION

In March 1999 the Lakewood City Council entered into an agreement with Golden State Water Company (GSWC), for construction and maintenance of an emergency interconnection with our water system. The below-ground interconnection vault was installed in 2000, with thin-walled fiberglass which has begun buckling inward, creating safety concerns and workspace limitations. Staff has been in discussion with GSWC and both agencies have agreed to replace the fiberglass vault to ensure adequate workspace and safety for inspection and maintenance purposes. The total cost of construction will be shared evenly by both agencies.

#### STATEMENT OF FACT

In 2000, the City and GSWC constructed an emergency interconnection near the Equestrian Center at 11369 Carson Street. Since its installation, the interconnection has been available to provide emergency water to the city for our residents east of the San Gabriel River and, in the reverse direction, from GSWC to the City's service area.

Recently, the below-ground interconnection vault walls have begun to buckle inward, making entrance by city and GSWC staff a safety concern. Additionally, the vault size as it was originally constructed does not meet today's standard, making maintenance and inspection of the facility difficult. Photos of the bucking walls are attached.

Doty Bros. Construction Company (Doty) has been the City of Lakewood's on-call Contractor for many years. Staff solicited bids from several manufacturers and received one quote from Doty for a new cast-in-place concrete vault, for \$125,333 and a second quote from Voltek Vault Replacement for \$292,700. City and GSWC staff reviewed the bids and recommended approval of Doty Bros' bid for \$125,333 plus 20% contingency for a not-to-exceed amount of \$150,400. The City and GSWC will each pay half of the total cost upon project completion.

At its April 14, 2025, meeting, the Water Resources Committee discussed this item and supported staff's recommendation.

Construction Contract with Doty Bros. Construction Company for Rehabilitation of Lakewood and Golden State Water Company Emergency Interconnection Vault May 13, 2025
Page 2

#### **FISCAL IMPACT**

The City's Water Enterprise Fund has adequate reserve to cover the proposed appropriation for this project.

#### RECOMMENDATION

Staff recommends that the City Council:

- Approve a construction contract with Doty Bros. Construction Company for rehabilitation of the Lakewood and Golden State Water Company emergency interconnection for \$125,333 plus 20% contingency for a total not-to-exceed amount of \$150,400.
- Appropriate \$150,400 from the Water Enterprise Funds for this project and authorize the Mayor to sign the agreement in a form approved by the City Attorney.

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

DN

Thaddeus McCormack

City Manager

# CITY OF LAKEWOOD PUBLIC WORKS CONTRACT REHABILITATION OF LAKEWOOD AND GSWC EMERGENCY INTERCONNECTION VAULT PUBLIC WORKS PROJECT NO. 25-09

WHEREAS, the City of Lakewood has heretofore invited bids for a public works contract for:

Rehabilitation of two Lakewood and Golden State Water Company emergency interconnection vaults, including the installation of two new prefabricated concrete vaults and lids, while protecting existing water facilities and diverting traffic.

Location: 11369 E. Carson St. Lakewood, CA 90715

within the City of Lakewood in accordance with the terms and provisions of this agreement; and

WHEREAS the City Council of the City of Lakewood at a meeting thereof on the 13th day of May 2025, found that the lowest responsible bidder was **Doty Bros. Construction Company** and accepted the bid of said bidder, sometimes hereinafter referred to as "Contractor", to construct said public works project in accordance with this agreement; and

WHEREAS the Notice Inviting said Bids requires the successful bidder to execute an agreement with the City for construction of said public works;

NOW, THEREFORE, the City of Lakewood and said Contractor do hereby covenant and agree as follows:

#### 1. Parties

- a. City of Lakewood, a municipal corporation, 5050 Clark Avenue, Lakewood, California, and all officers and employees thereof, as well as any contractual agent of the City and the employees of said contractual agency performing any function of said public works project by and on behalf of the City of Lakewood.
- b. "Contractor" shall mean

Name:

**Doty Bros. Construction Company** 

Address:

11232 E. Firestone Blvd.

Norwalk, CA 90713

Telephone: (562) 864-6566 Email: DMaestro@dotybros.com

and all agents and employees and subcontractors, and the agents and employees of the subcontractors of said Contractor.

#### 2. Scope of Work

a. Contractor agrees at his own cost and expense to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by said City, necessary to construct and complete in a good workmanlike, and substantial manner, the following described public works project in accordance with the project plans and specifications and the provisions of this agreement which are hereby specially referred to and by reference made a part hereof. The scope of said work and said public works project is:

Removal of two existing vaults and installation of two new prefabricated, below ground vaults with spring loaded lids, including shoring, excavation, protection of existing watermain and facilities, concrete restoration, traffic control, and providing traffic rated plates during non-work hours, for two complete and in-place vaults.

b. The City hereby promises and agrees with said Contractor to employ, and does hereby employ, said Contractor to provide the materials and do the work according to the terms and conditions herein contained and referred to, for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner and upon the conditions hereinafter set forth.

#### 3. Contract Price

The said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the aforesaid work, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work (acts of God as hereinafter defined excepted) until its acceptance by said City, and for all expenses incurred, or as a consequence of the suspension or discontinuance of the work; and for well and faithfully completing the work, and the whole thereof in the manner according to the plans and specifications thereof and this agreement, the sum of One Hundred Twenty Five Thousand, Three Hundred and Thirty three Dollars (\$125,333.00). Said price is determined by the unit prices contained in the Contractor's bid. If more or less work is performed than is set forth in Contractor's bids and the specifications herein, such work and materials will be paid for (where authorized by the City) at the unit prices therein contained or a negotiated lump sum or at time and materials. Said amount shall be paid in installments as hereinafter provided.

#### 4. Payments to Contractor

Each month during the progress of the work, the Contractor shall submit to the City a complete itemized statement of all work completed during the preceding month, and the portion of the contract sum applicable thereto. The Engineer will, after the award of contract, establish closure dates for the purpose of making monthly progress payments. Said statement will be submitted to the next succeeding City Council meeting corresponding to the closure cut-off date for audit and approval by the City Council, and the City shall pay Contractor said sum less five percent (5%), which five percent (5%) the City will retain as part security for the fulfillment of the contract by the Contractor, said sum not exceeding ninety-five percent (95%) of the contract price during the term of said contract.

The remaining five percent (5%) thereof shall be paid Contractor thirty-five (35) days after recording of the Notice of Completion. If the Notice of Completion or the Notice of Cessation of work has not been recorded, no such final payment shall be made until ninety (90) days after completion or cessation. At the request and expense of the Contractor, where the provision of Section 22300 of the Public Contracts Code is applicable, the amount so withheld will be paid to the Contractor, provided securities equivalent to the amount withheld are deposited with the City in accordance with and subject to the terms and provisions of Section 22300 of the Public Contract Code.

Nothing herein shall require the City to make payment to the Contractor contrary to the terms and provisions of the Works of Improvement Law, Sections 3082-3266 of the Civic Code pertaining to stop notices and enforcement.

#### 5. Time for Performance

The construction or installation or work called for herein shall commence within fifteen (15) calendar days after issuance of a Notice to Proceed and shall be thereafter diligently prosecuted to completion. Time is the essence of this agreement.

All work shall be completed within **215 working days**, which includes, 12-week lead time, plus 15-day mobilization period.

#### 6. Worker's Compensation Insurance

By my signature hereunder as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation, or to undertake self-insurance in accordance with the provisions of that Code and have attached a Certificate of Insurance of Workman's Compensation.

#### 7. Federally Assisted Projects

This project does not include any Federal Government funding.

#### 8. Prevailing Rate or Wages

The Director of Public Works at the direction of the City Council has obtained from the Department of Industrial Relations, State of California, the prevailing rate of per diem wage, and the general prevailing rate for holiday and overtime work in the locality in which this work is to be performed for each craft, classification or type or workmen needed to carry out this agreement. In that regard, pursuant to Section 1773 of the Labor Code, holidays, upon which such rate shall be paid, need not be specified in this agreement, but shall be all holidays recognized in the collective bargaining agreement applicable to the particular craft, classification or type or workmen employed on the project. Attached hereto and made a part hereof as though set forth in full are rates applicable to this project and contract, and the contractor shall pay not less than the minimum thereof.

#### 9. Assignment

The Contractor shall not assign this contract, or transfer his obligation to perform this agreement, without the written approval of the City.

#### 10. Sub-Let

The Contractor shall not sub-let or sub-contract any portion of the work in excess of one-half of one percent (0.5%) of the Contractor's total bid or ten thousand (\$10,000) dollars, whichever is greater, for which he did not designate a subcontractor, other than in the performance of change orders.

#### 11. The Contract

The "Contract", or "Agreement", or "Public Works Contract" used herein shall consist of:

- (1) This Agreement;
- (2) The Notice Inviting Bids;
- (3) The Instructions to Bidders and the Bid Form including all affidavits and questionnaires pertaining thereto and included within the "Bidder's Package";
- (4) The prevailing per diem wage scale rates and benefits established by the Department of Industrial Relations of the State of California;
- (5) The Bidder's Security, the Contractor's Payment Bond, and the Faithful Performance Bond;
- (6) The contract Plans and Specifications, and revisions and addenda issued thereto;

Execution of this Agreement by the Contractor incorporates all of the aforementioned by reference, which are attached hereto and made a part hereof as though set forth in full.

#### 12. Bonds and Insurance

The Contractor shall return with this executed Contract those bonds and evidence of insurance in the amounts as set forth in the Contract General Conditions. Said bonds and evidence of insurance shall be in a form approved by the City Attorney.

It is further agreed by and between the parties hereto, including the surety or sureties on the bonds made a part of this agreement, that in the event it is deemed necessary to extend the time of completion of the work to be done under this Agreement, said extension may be granted by the City Council, and shall in no way affect the validity of this Contract, or release of surety or sureties of the bonds.

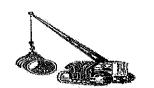
Where cash is provided by the Contractor to the City to secure performance of this Agreement, and where not prohibited by federal law or regulation, securities in compliance with the provisions of Public Contract Code Section 22300, equivalent in the amount withheld, may be deposited with the City or with a state or federally chartered bank as the escrow agent, who shall then pay such money withheld from the contractor. Upon satisfactory completion of the contract, the securities shall be returned to the contractor and otherwise retained and administered within the terms and provisions of the Agreement and Section 22300.

## 13. Contracts for Thirty Thousand (\$30,000) dollars or more, or Twenty Working (20) Days or More:

It is understood and agreed by and between the parties that in accordance with the terms and provisions of Section 3098 of the Labor Code of the State of California, the City will, with respect to prime contracts of thirty thousand (\$30,000) dollars or twenty (20) working days or more, within five (5) days of the award of this contract send a copy of the award to the Division of Apprentice Standards of the State of California. Contractor agrees by the execution of this agreement to comply with the terms and provisions of Section 1777.5 of the Labor Code pertaining to the employment of properly indentured apprentices and the wages to be paid.

IN WITNESS WHEREOF the City and the cand signed on thisday of	Contractor have caused this Agreement to be executed, 20
	CITY OF LAKEWOOD
	Bv
	ByMayor
	APPROVED AS TO FORM
	ByCity Attorney
	City Attorney
CONTRACTOR Doty Bros. Equipment Co. dba Do Sandy Dennis, Assistant Secretary	ty Bros. Construction Co.
Name of Contractor  By Sandy Durwd  Signature & Title	States of the Control
Henry A. Barber, Senior Vice President  Name of Contractor  By  Signature & Vitle	

Doty Bros. Construction Co. 11232 E. Firestone Blvd. Norwalk, CA 90650 telephone (562) 864-6566 facsimile (562) 929-9368



#### **PROPOSAL**

May 12, 2025

City of Lakewood 5812 Arbor Rd Lakewood, Ca 90713 AManzano@lakewoodcity.org

Reference:

Replace existing vault, vault lid (Pre-fab-Spring Loaded) and replace concrete around vault. Also includes 2<sup>nd</sup> vault remove and replace at the Lakewood

Equestrian Ceneter 11369 E. Carson St. Lakewood Ca

Equestion object 11000 E. Outson of Europe

Proposal No. 10240203cRev1

Attn: Anthony,

Thank you for providing Doty Bros. Construction Co. ("DBCC") with the opportunity to submit a proposal to perform its work on the above referenced project.

DBCC proposes to provide labor, equipment and material to remove existing vault and lid and install a new vault and spring loaded lid with a 10-12 week lead time. Concrete restoration is also included with this proposal

DBCC has prepared its proposal and is submitting its price based on information I gathered via a job site visit. No other documents shall define DBCC's work, or has been considered in the preparation of this price.

DBCC proposes to provide its work for the following price:

1.	Replace vault and lid	•	\$ 18,859.00
2.	Vault and spring loaded lid procurement		\$ 43,879.00
3.	Concrete Restoration around vault if needed		\$ 6,780.00
4.	2 <sup>nd</sup> Vault and lid replacement with procurement		\$ 55,815.00
	TOTAL		\$ 125,333.00

For this proposal to be effective, we must receive your written acceptance within thirty (60) days from the date first written above. If your acceptance is not received within that period, this proposal shall be deemed revoked.

Doty Bros. Construction Co., ("DBCC") hereby reserves its right to accept, reject, or negotiate applicable terms and conditions of any contract to be entered into, in good faith, with the customer upon award of the work, and by submission of this proposal DBCC shall not be bound to accept or perform the proposed work until terms are fully agreed to by both parties in writing.

This proposal is an offer to provide services under these exact terms only and is limited to acceptance of these exact terms without modification. Any additional or different terms in your acceptance will be construed as proposals and will not become part of our contract with you unless we agree in writing to your additional terms. Until receipt of written acceptance, we retain the right to change or withdraw this proposal based on scope, site or contract conditions or terms not previously known.



#### **CLARIFICATIONS TO PROPOSAL:**

- Our proposal is based upon completing all work during normal working hours (Monday through Friday 7:00 AM to 5:00 PM).
- DBCC will not accept responsibility for damage to any unmarked or unknown substructures when reasonable care has been taken.
- If we encounter any soils or material that are considered hazardous or contaminated by the Federal Government, the State of California or any other agency having jurisdiction or authority, any and all costs for the handling, storage, transportation, disposal, etc., is to be treated as an extra to the contract. These additional costs and the responsibilities for these materials will be paid for and assumed by others.
- De-watering of excavations due to groundwater and/or perched water conditions will be handled as extra work and shall include the use of pumps, gravel/rock, well-points or whatever methods may be deemed as necessary.
- Our proposal is based upon unapproved plans and is subject to revision based upon issuance of signed/approved plans.
- Any work that we have completed and has been accepted by the City of the appropriate
  agency and invoiced in a calendar month, unless otherwise specified above, is due and
  payable the following month in full with no retention held. Any invoices not paid when due
  shall draw interest at the rate of 1 1/2% per month (18% per annum.) until paid. If this rate
  exceeds the maximum rate allowed by law, the maximum legal rate shall apply.
- In the event that this agreement is placed with an attorney to enforce its provisions, the prevailing party shall be entitled to reasonable attorney fees and costs.
- This price is subject to the starting of construction within 90 days from this date.
- Adequate access to work site to be provided by the Owner/Agency.

This proposal defines the scope and price, and time if any, for the performance of the work by DBCC. In the event that you wish to award this work to DBCC, please prepare and submit any contractual documents (including a copy of the Owner/Prime Contract, if applicable) to the Contracts Administration office of DBCC. Our Contracts department will work with you to put a contract in place in a timely manner.

DBCC can proceed to schedule its work, order materials and mobilize to perform as soon as a fully executed contract is in place, and the California Preliminary Notice information has been provided.

If you should have any questions or require further information please do not hesitate to call our office.

Very truly yours,

David Maestro

David Maestro

Doty Bros. Construction Co.

Proposal MERUELO		SES INC. (DC : 10250203d : City of Lal		. Equestrian C <del>e</del> nter		
Position Co		Pay Item No.	Proposal  Description  Subtotal Description	Quantity Unit of Measure	Unit Price	Total Price
1	1	1	Remove existing and Install a new vault and lid	1.00 LS	18,859.00	18,859.00
2	2	2	Vault and Spring-Lid Procurement	1.00 Each	43,879.00	43,879.00
3	3	3	Concrete Restoration	1.00 Each	6,780.00	6,780.00
4	4	4	2nd Vault Lid Removal and Installation plus vault and ild procurement	1.00 Each	55,815.00	55,815.00
			provincen		Subtotal:	125,333.00
ypenesevatuutsuutselikkineskensiitsiss	ACEDICA A PROGRAMA COMPANIA DA COMPANIA A CO	annanierod radios des eranieros estadores y Provincia de India			GRAND TOTAL:	125,333.00

Proposal Certification

Submitted By: David Maestro

Doty Bros. Construction Co. 562.864.6566

May 13, 2025

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

SUBJECT: Increase Authorization - Willdan, Inc., Construction Management Services for

**HSIP Project** 

#### INTRODUCTION

The City has secured a Highway Safety Improvement Program (HSIP) grant to fund the modification of traffic signals at various intersections. Willdan Engineering, Inc. has been providing construction management services for the project. Due to additional available grant funding, staff has issued change orders that have altered the project's scope and schedule. As a result, Willdan has requested additional authorization under their contract to account for the extended project duration and the expanded scope of services.

#### STATEMENT OF FACT

On August 9, 2022, the City Council awarded a task order to Willdan, Inc. to perform the design services for this HSIP Project. Willdan completed the design for twelve (12) intersections, and the City subsequently opened bids to perform the construction work on January 31, 2024. On February 13, 2024, the City awarded the construction contract to Elecnor Belco and issued a task order to Willdan, Inc. for Construction Management and Inspection Services in the amount of \$135,317.

The original construction contract was awarded in the amount of \$1,525,888. During the course of construction, unforeseen material issues and existing field conditions necessitated seven change orders, totaling \$110,256.49, resulting in a revised contract amount of \$1,636,144.49. The total HSIP grant amount is \$2,243,900.00, resulting in a surplus of funds in the amount of \$607,755.51. To fully utilize the remaining grant funds, City staff obtained Caltrans' approval to modify the project scope to include safety enhancements at five (5) additional traffic signals identified in the Local Road Safety Plan (LRSP). The associated construction costs of \$354,246.30 will be fully reimbursable through the HSIP grant. Staff recommends authorizing an increase to the project continency to utilize the available project funds and complete the improvements.

To extend Willdan's services for the additional five intersections, a task order amendment in the amount of \$94,753.00 has been submitted to the City for approval. This amendment accounts for an additional 75 working days beyond the 105 working days already expended on the project. There are sufficient funds in the City's Measure M allocation to cover this proposed increase.

The Contractor has ordered the necessary traffic signal materials for the additional five locations. Due to an estimated lead time of six months or more, construction is anticipated to begin in late summer and conclude by late fall of 2025.

Increase Authorization – Willdan, Inc., Construction Management Services for HSIP Project May 13, 2025
Page 2

#### **RECOMMENDATION**

Staff recommends that the City Council:

- 1. Award "Budget Amendment Request No. 1 for Construction Engineering Services HSIP Traffic Signal, Twelve Locations, State Funds, Public Works Project No. 24-01" to Willdan, Inc. in the amount of \$94,753 to be funded with Measure M funds, for a total amount of \$230,070.00.
- 2. Authorize staff to execute contract change orders, as needed, within a project contingency of the available balance of HSIP funds, not-to-exceed \$607,755.51.

Kelli Pickler
Director of Public Works

Thaddeus McCormack

City Manager

.

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

SUBJECT: Summer Programs, Civic Center Block Party Preview and Catalog Preview

#### INTRODUCTION

Lakewood's tradition of providing fun, safe, family-friendly programming is detailed in this summer's Recreation and Community Services catalog, which will be mailed to residents and available online beginning Thursday, May 22. Additionally, hard copies of the catalog will be available for pick up at city parks and community centers, Lakewood City Hall and Lakewood's libraries. The vibrant cover features a collage of photos of the new playground at Biscailuz Park, aquatics programs, Lakewood Youth Sports baseball and softball, and Summer Concerts in the Park.

#### STATEMENT OF FACT

There are hundreds of programs and special events offered to help residents fill their summer calendar. From the Finally It's Friday series, to various recreation classes, residents have many options to make this a summer filled with activities within the community.

As advertised, the ever-popular Summer Conecrts in the Park series and the Civie Center Block Party add to the action-packed season. To provide an overview of the programs and events planned for the summer of 2025, highlights of the variety of activities offered are described in the following report.

#### **Contract Classes**

Over 400 classes will be advertised in this summer's recreation catalog. Department staff have worked elosely with contract class instructors to offer a broad age range of programs, both new and familiar.

New travel trips including a trip to see "O" by Cirque du Soleil at Cosm, L.A.'s cutting edge new entertainment venue, and a trip to see "& Juliet" the musical at the Segerstrom Center for the Arts are planned for this summer. Also, youth can participate in summer camps including various Mad Science camps, Play-Well TEKnologies STEM camps, Challenger Soccer camps, various sports camps and a Bilingual Spanish-English camp.

Registration for contract classes begins Thursday, May 22, for residents and non-resident registration begins Monday, June 2. While registering online is encouraged, mail-in, walk-in and phone registrations are also accepted. Most contract classes begin the week of June 16.

#### **Summer Concerts in the Park**

The Summer Concerts in the Park series will offer eight Thursday night concerts featuring a slate of summer tunes. The series begins Thursday, June 12, with the Classic Rock sounds of the ever-popular Smokin' Cobras. Blue Breeze Band, a Funk/Soul/R&B/Blues band, follows on June 19. Other musical genres include 80s, Country, Yacht Rock, Piano Rock, and a Beatles Tribute Band this year. The concert series will end on August 7 with Stone Soul, playing Motown/Soul hits. There will not be a concert on Thursday, July 3 in recognition of Independence Day. The free concerts are held at Del Valle Park from 6:30 to 8 p.m. Residents are encouraged to bring the family and enjoy an evening of music. Each week, food trucks will provide concessions with proceeds of the profits benefitting Lakewood community groups.

#### **Finally It's Friday Family Programs**

Smaller, family-friendly special events are offered throughout the summer on Fridays with the Finally It's Friday series. These events typically attract fewer than 500 attendees and thus offer easy access and fun for attendees. The series kicks off on June 6, with a FUN-Tastic Family Night featuring Mad Science L.A.- Sounds Like Science. These free or low cost programs offer an opportunity for Lakewood families to start the weekend together with a night of family entertainment. Other family friendly activities include FUN-Tastic Family Nights on July 18, featuring Cool Critter Show; Movie Nights under the Stars on June 20 and August 15; Dive In Movie Night at Mayfair Pool on July 25; Parents Night Out, Kids Night In on August 1; and Play at Palms events which include Community Car Show on June 13, Movie Night under the Stars on July 11 and a Community BBQ on August 8.

#### **Lakewood Youth Sports**

The Lakewood Youth Sports (LYS) summer season consists of t-ball, baseball, and softball. Teams are organized at each park with nearly 1,200 youth participating citywide. The 2025-26 season will mark Lakewood Youth Sports' 69<sup>th</sup> year. Participants may register for their preferred home park, where practices may be hosted by their team. Games for each age group will be played at designated sites, determined after registration is complete. The LYS Opening Day Ceremony will be at Mayfair Park on Saturday, June 14 and playoffs and championship games will take place on August 7 and 9.

#### Park Programs

Summer park hours are expanded to allow for supervision and recreation activities for youth who are no longer in school. Recreation Leaders are on site from 11 a.m. to 8 p.m., Monday through Friday to facilitate a safe, clean, and most of all fun environment to enjoy. Staff are ready to offer indoor games and crafts during the warmer hours of the day, and outdoor game and sports equipment for youth looking to get in some physical activity. Staff are trained to interact with and provide safe oversight of their park facilities to ensure a secure space for children to enjoy all summer long all while giving parents comfort that their children are being supervised.

#### **Older Adult Programs**

Lakewood's older adults always have a plethora of fun activities from which to choose, and the summer is no different. The Weingart Senior Center is open weekdays from 9 a.m. to 5:30 p.m. and Saturdays from 9 a.m. to 1 p.m., offering free and low cost artistic classes, special interest programs and educational classes. The fitness room is open weekdays from 9 a.m. to 3 p.m. Fitness classes, such as chair exercise and aerobics, are available on a daily schedule, and passive activities such as billiards, cards and puzzles are available daily. Additionally, the 33rd annual Senior Health Fair, providing free medical screenings and information, will take place on Friday, June 20, from 10 a.m. to 12 p.m.

The Burns Community Center continues to offer fun Aetive+ classes including free fitness classes such as Stretch and Tone, chair volleyball, Walking Club and a cardio circuit class. Participants can enjoy other free classes such as the Burns Poker Club, Burns Book Club and Active+ basketball free play at the Hoover Middle School Gym on Monday evenings. Aqua aerobics, Aqua Zumba, and Lap Swim 50+ are also available. Pickleball continues to grow and is now offered weekdays in various locations. Pickleball can be played Monday, Wednesday and Friday mornings 9-11 a.m. at Mayfair Park. Evening Pickleball is available Tuesdays and Thursdays 6-8 p.m. at Mayfair Park, and Wednesdays and Fridays 6-8 p.m. at Bolivar Park.

#### **Aquatics**

Staff have worked diligently planning and preparing for the summer aquatics season. There will be a full slate of aquatics programs offered at both Mayfair and McCormick pools this summer.

The season will start with recreation swim sessions at Mayfair Pool over the Memorial Day Weekend, May 24-26, and a session of pre-summer swim lessons from Tuesday, May 27 to Friday, June 6.

Daily pool operations will commence at Mayfair and McCormick Pools on Monday, June 16 and will run through Sunday, August 24. McCormick Pool will end the summer aquatics season after Labor Day and Mayfair Pool will remain open on weekends through the month of September.

Recreation swim sessions at both pools are offered 1-2:30 p.m. and 2:45-4:15 p.m., daily. Themed Family Nights take place every Friday night for the summer (from 6:45 to 8:15 p.m.) Admission for these events remains affordable at only \$3 for residents and \$5 for non-residents.

#### Family Swim Nights at McCormick Pool

June 20	Family Day Special	August 1	Splash in Space
June 27	Soak & Sing	August 8	Mermaid Magic
July 11	Sundae Fun-Day	August 15	Neon Lights at Night
July 18	School Supply Splash	August 22	Back to School Swim

There will be a special Dive-in Movie Night featuring Moana 2 at Mayfair Pool on July 25 starting at 7:30 p.m.

Wading pools are a fun place for youngsters, ages 3-7, to keep cool, splash, and play. Wading pools are free and in operation from Saturday, June 14 through Sunday, August 24. Pools will also be in operation for the Labor Day holiday weekend, August 30-September 1. To maximize responsible water usage, sister parks will have alternating daily wading pool schedules, with every pool open on weekends. The busiest wading pool, Mayfair Park, and the ADA accessible wading pool at Palms Park, will be open daily.

The department will continue an evening wading pool schedule on Wednesdays, June 18 through August 20. Wading Pool Wednesdays invites residents to enjoy wading pool fun at Del Valle, Mayfair, Palms, and San Martin Parks from 5 to 7:30 p.m. The wading pools will not be drained of water between 4 and 5 p.m., however staff will perform routine maintenance and cleaning of the wading pool area during this time.

#### Civic Center Block Party

The Civie Center Block Party (Block Party) is returning on Saturday, June 28 from 4 to 9 p.m. Staff representing all city departments are planning this blockbuster event. This year's event will include familiar components from past years including the event finale, a spectacular fireworks display. Clark Avenue will be closed from Del Amo Boulevard north to Hardwick Street at 6 a.m. on Saturday, June 28 to support event activities.

Event components include the following:

- A Family Fun Zone with kids' amusements and carnival games
- "On the Block" food court featuring popular Lakewood eateries
- Live entertainment featuring Pop Vinyl
- Shop Lakewood and Community Organization Promotional Booths
- 15 minute fireworks display

Family Fun Zone activities will begin at 4 p.m. with ticket sales ending at 8 p.m. More than 20 kid-oriented attractions and carnival games will be offered. Tickets for all activities will be sold only at the venue. Lakewood community organizations and Lakewood Center Mall businesses will participate in this year's Block Party by providing free promotional material and information about their business or organization.

This year's event will once again include the "On the Block" food court, featuring Lakewood eateries and specialty food trucks offering a wide variety of food, desserts and beverages. Sales will be handled at each booth or truck, with no advance purchase of tickets. Most food vendors will accept cash, credit card, Venmo, Zelle, and Apple Pay—forms of payment accepted will be posted at each booth or truck. An all-drink station that will sell affordable drinks such as water, Gatorade and soft drinks will be offered to provide access to beverages with a shorter wait, with proceeds from this booth benefitting Lakewood Project Shepherd. Food booths will close at 9 p.m. in advance of the fireworks display.

Pop Vinyl, a well-known cover band, will perform starting at 5 p.m. The high-energy entertainment group will give the audience a dynamic show covering many musical styles, including some familiar patriotic tunes.

The event finale is a spectacular 15-minute fireworks display by Fireworks America, a leader in the pyrotechnics industry. The choreographed display is complemented with patriotic music for those in proximity to the main stage and near the launch area adjacent to the Costco parking lot.

The public is encouraged to use Civic Center Way to access free parking behind city hall and The Centre. Additional accessible parking spaces will be designated in the parking lot directly behind city hall. Parking for recreational vehicles and trailers is prohibited at Lakewood Center and in the Civic Center Complex.

Nearly 200 city staff are assigned to work during the course of the event, monitoring the various event components, assisting Block Party attendees, entertainers, On the Block Food Court and Family Fun Zone vendors, and handling crowd control issues, such as litter collection, replenishing event supplies, distributing handouts, and staffing the first aid stations. Event staff will be identifiable, as they will be wearing a Block Party signature t-shirt.

Additionally, the Los Angeles County Sheriff's Department will provide uniformed security on foot throughout the event complex. Their highly visible presence, combined with Community Safety Officers and Sheriff Explorers, provides a greater sense of safety and security for all event attendees.

#### **Training**

Staff training is a vital part of planning for the summer season. This year, staff will participate in a slate of organized trainings including Community CPR/First Aid/AED, Bloodborne Pathogens Certification, facility-specific trainings, Lakewood Youth Sports administration training, New Recreation Leader training and Summer Kick-Off.

#### **Calendared Events**

The following event calendar gives an overview of several summer events:

DATE	EVENT
May 24	Mayfair Pool opens for Memorial Weekend recreation swim
June 6	Finally it's Friday series begins
June 9	Day Camp begins
June 12	Summer Concerts in the Park Series begins
June 14	LYS Opening Day Ceremony at Mayfair Park
June 14	Wading pools begin daily schedule
June 16	Mayfair and McCormick Pools begin daily schedule
June 16	Summer hours of operation begin for all facilities
June 28	Civic Center Block Party
August 2	LYS Sports Awards
August 7-9	LYS Playoffs and Championship Games
August 23	Final day of full operation schedule at Mayfair and McCormick Pools
Aug. 25-Sept.22	Post summer recreation swim sessions at Mayfair Pool

#### **SUMMARY**

The Recreation and Community Services Department is prepared to offer a slate of classes, special events, and programs to provide a fun and safe summer for residents of all ages.

#### RECOMMENDATION

Staff recommends the City Council receive and file this report.

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

Thaddeus McCormack

City Manager