

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

October 10, 2017

ADJOURNED MEETING: Mayfair Park Water Capture Project

6:00 p.m.
EXECUTIVE BOARD ROOM

CALL TO ORDER

7:30 p.m.

INVOCATION: Dr. Fardad Mogharabi, The Bahá'í Faith Community

PLEDGE OF ALLEGIANCE: Boy Scout Troop 65

ROLL CALL: Mayor Diane DuBois
Vice Mayor Steve Croft
Council Member Ron Piazza
Council Member Todd Rogers
Council Member Jeff Wood

ANNOUNCEMENTS AND PRESENTATIONS:

Presentation by Karen Harmon, Committee Chairperson, Lakewood Rotary Club Regarding Project Shepherd

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 Approval of Minutes of the Meetings held September 12, and September 26, 2017

RI-2 Approval of Personnel Transactions

RI-3 Approval of Registers of Demands

RI-4 Approval of Establishing Fees for Wireless Telecommunications Related Permits, Resolution No. 2017-53

RI-5 Approval of Agreement with Tyler Technologies Inc. "MUNIS" for Accounting Software Licenses and Support

RI-6 Adoption of Resolutions No. 2017-54 and No. 2017-55; Affirming Budgeted Projects Funded by the Road Maintenance Rehabilitation Account

City Council Agenda

October 10, 2017

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PUBLIC HEARINGS:

- 1.1 Review of the Decision of the Planning and Environment Commission on Conditional Use Permit No. 948, 6741 Carson Street, Resolution No. 2017-52
- 1.2 Award of Bid for Public Works Project No. 2017-6; Entry Gate Improvements to the Existing Equestrian Center, 11369 East Carson Street
- 1.3 Introduction of Ordinance No. 2017-8; Pertaining to the Date of the General Municipal Election

REPORTS:

- 3.1 Master License Agreement for Telecommunications Wireless Facilities on Public Rights-of-Way
- 3.2 Support of Taking Back Our Community Coalition, Resolution No. 2017-56

AGENDA

LAKEWOOD HOUSING SUCCESSOR AGENCY

1. Approval of Register of Demands

ORAL COMMUNICATIONS:

ADJOURNMENT

Any qualified individual with a disability that would exclude that individual from participating in or attending the above meeting should contact the City Clerk's Office, 5050 Clark Avenue, Lakewood, CA, at 562/866-9771, ext. 2200; at least 48 hours prior to the above meeting to ensure that reasonable arrangements can be made to provide accessibility to the meeting or other reasonable auxiliary aids or services may be provided.

Copies of staff reports and other writings pertaining to this agenda are available for public review during regular business hours in the Office of the City Clerk, 5050 Clark Avenue, Lakewood, CA 90712

Routine Items

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

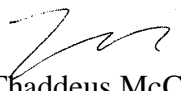
D I V I D E R S H E E T

COUNCIL AGENDA

October 10, 2017

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

<u>Name</u>	<u>Title</u>	<u>Schedule</u>	<u>Effective Date</u>
1. FULL-TIME EMPLOYEES			
A. Appointments			
None			
B. Changes			
Michael Cracium	Park Maintenance Lead Worker	18A	09/24/2017
	Environmental Resources Supervisor	27B	
C. Separations			
None			
2. PART-TIME EMPLOYEES			
A. Appointments			
Daniel Lopez Gonzalez	Maintenance Trainee I	B	09/24/2017
B. Changes			
None			
C. Separations			
Daniel Pulido	Maintenance Trainee II	B	10/06/2017
Drake Jasso	Maintenance Services Aide IV	B	10/06/2017
Jeff Jones	Maintenance Trainee II	B	09/22/2017
Michael Meadow	Maintenance Trainee I	B	10/06/2017



Thaddeus McCormack
City Manager

DIVIDER SHEET

**CITY OF LAKEWOOD
FUND SUMMARY 9/21/2017**

In accordance with section 2521 of the Lakewood Municipal Code there is presented herewith a summary of obligations to be paid by voucher 84162 through 84262. Each of the following demands has been audited by the Director of Administrative Services and approved by the City Manager.

1010	GENERAL FUND	273,960.68
1015	SPECIAL OLYMPICS	175.19
1020	CABLE TV	761.15
1030	CDBG CURRENT YEAR	1,208.33
1050	COMMUNITY FACILITY	18,111.22
3001	CAPITAL IMPROV PROJECT FUND	172,210.81
3060	PROPOSITION "A"	433.00
3070	PROPOSITION "C"	2,452.08
5010	GRAPHICS AND COPY CENTER	558.65
5020	CENTRAL STORES	5,319.23
5030	FLEET MAINTENANCE	5,761.00
7500	WATER UTILITY FUND	301,362.95
8020	LOCAL REHAB LOAN	2,615.59
8030	TRUST DEPOSIT	1,250.00
		<hr/>
		786,179.88

Council Approval

Date

City Manager

Attest

City Clerk

Director of Administrative Services

CITY OF LAKEWOOD

SUMMARY CHECK REGISTER

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
84162	09/21/2017	4842	A T & T CORP	243.84	0.00	243.84
84163	09/21/2017	4113	SHAKER NERMINE	1,750.00	0.00	1,750.00
84164	09/21/2017	2701	AIRE RITE A/C & REFRIGERATION INC	2,167.98	0.00	2,167.98
84165	09/21/2017	4208	AIRGAS INC	545.51	0.00	545.51
84166	09/21/2017	4551	ACCOUNTING PRINCIPALS. INC	1,273.60	0.00	1,273.60
84167	09/21/2017	36225	APT ASSN CALIFORNIA SOUTHERN CITIES	169.00	0.00	169.00
84168	09/21/2017	4050	B&K ELECTRIC WHOLESALE	97.29	0.00	97.29
84169	09/21/2017	5026	BARRON. MARK MAURICE	2,150.00	0.00	2,150.00
84170	09/21/2017	4790	COMPASS BANK	19,059.90	0.00	19,059.90
84171	09/21/2017	4649	BURHENN & GEST LLP	1,352.18	0.00	1,352.18
84172	09/21/2017	53046	C.P.R.S.	3,195.00	0.00	3,195.00
84173	09/21/2017	5000	CALANOC. PATRICK	78.00	0.00	78.00
84174	09/21/2017	53983	CALIF STATE FRANCHISE TAX BOARD	48.75	0.00	48.75
84175	09/21/2017	45894	CINTAS CORPORATION	69.27	0.00	69.27
84176	09/21/2017	3778	COMMERCIAL AQUATIC SERVICES INC	642.72	0.00	642.72
84177	09/21/2017	53451	COMMUNITY FAMILY GUIDANCE CTR	750.00	0.00	750.00
84178	09/21/2017	4911	CONVERGINT TECHNOLOGIES LLC	19,082.02	0.00	19,082.02
84179	09/21/2017	62407	CRN AM CAR WASH INC.	54.00	0.00	54.00
84180	09/21/2017	4442	DANIEL'S TIRE SERVICE INC	1,258.23	0.00	1,258.23
84181	09/21/2017	4680	DIAZ. ISABELLE	325.77	0.00	325.77
84182	09/21/2017	27200	DICKSON R F CO INC	42,914.79	0.00	42,914.79
84183	09/21/2017	4660	ZW USA INC.	262.13	0.00	262.13
84184	09/21/2017	58284	EMAMI. CYNTHIA	146.25	0.00	146.25
84185	09/21/2017	5020	ENCORE WELLNESS. LLC	16.00	0.00	16.00
84186	09/21/2017	4435	ELLIOTT AUTO SUPPLY COMPANY INC	31.70	0.00	31.70
84187	09/21/2017	4922	FULLER STREET PRODUCTIONS	800.00	0.00	800.00
84188	09/21/2017	65779	GOLDEN STATE WATER COMPANY	22,230.65	0.00	22,230.65
84189	09/21/2017	33150	GRAINGER W W INC	34.63	0.00	34.63
84190	09/21/2017	4886	GROH. MARK LEE	340.00	0.00	340.00
84191	09/21/2017	62491	HANDS ON MAILING &	5,710.88	0.00	5,710.88
84192	09/21/2017	35477	HARA M LAWNMOWER CENTER	85.22	0.00	85.22
84193	09/21/2017	42031	HOME DEPOT	1,577.47	0.00	1,577.47
84194	09/21/2017	65891	HUMAN SERVICES ASSOCIATION	458.33	0.00	458.33
84195	09/21/2017	59605	J L WINGERT COMPANY	654.41	0.00	654.41
84196	09/21/2017	4622	JHM SUPPLY INC	146.75	0.00	146.75
84197	09/21/2017	4180	JONES RICHARD D. A PROF LAW CORP	67.50	0.00	67.50
84198	09/21/2017	53849	LAKEWOOD ROTARY CLUB	258.00	0.00	258.00
84199	09/21/2017	2409	LIFTECH ELEVATOR SERVICES INC	522.00	0.00	522.00
84200	09/21/2017	62156	LOS ANGELES CO SANITATION DISTRICTS	3,120.00	0.00	3,120.00
84201	09/21/2017	4521	PEACHY DEVELOPMENTS CALIFORNIA. LLC	1,927.00	0.00	1,927.00
84202	09/21/2017	66074	R AND I HOLDING INC	103.01	0.00	103.01
84203	09/21/2017	65220	STEVEN MAHR PRINTING INC.	558.65	0.00	558.65
84204	09/21/2017	23130	MC MASTER-CARR SUPPLY CO	42.13	0.00	42.13
84205	09/21/2017	52588	MILLER DON & SONS	312.25	0.00	312.25

CITY OF LAKEWOOD

SUMMARY CHECK REGISTER

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
84206	09/21/2017	5062	MORALES. JOSE ALEJANDRO	950.00	0.00	950.00
84207	09/21/2017	4443	O'REILLY AUTOMOTIVE STORES INC	385.57	7.08	378.49
84208	09/21/2017	47414	O'NEAL. DINK	80.00	0.00	80.00
84209	09/21/2017	47554	OFFICE DEPOT BUSINESS SVCS	948.27	0.00	948.27
84210	09/21/2017	5016	P & R PAPER SUPPLY COMPANY. INC.	166.82	0.00	166.82
84211	09/21/2017	63708	DY-JO CORPORATION	740.00	0.00	740.00
84212	09/21/2017	65659	PHASE II SYSTEMS INC	3,302.35	0.00	3,302.35
84213	09/21/2017	56812	PATSCO DESIGNS	375.75	0.00	375.75
84214	09/21/2017	5061	PLUMBING DESIGN SOLUTIONS. INC.	340.00	0.00	340.00
84215	09/21/2017	2374	RICHARDS WATSON & GERSHON INC	1,250.00	0.00	1,250.00
84216	09/21/2017	47285	ROTARY CORP	1,374.26	0.00	1,374.26
84217	09/21/2017	45437	S & J SUPPLY CO	1,832.12	0.00	1,832.12
84218	09/21/2017	418	SAFETYLINE INC	629.46	0.00	629.46
84219	09/21/2017	4863	CSU FULLERTON	225.00	0.00	225.00
84220	09/21/2017	47141	STEARNS CONRAD & SCHMIDT CONSLT ENG	7,680.00	0.00	7,680.00
84221	09/21/2017	59218	SIERRA INSTALLATIONS INC	12,725.50	0.00	12,725.50
84222	09/21/2017	52279	SMART & FINAL INC	467.50	0.00	467.50
84223	09/21/2017	26900	SO CALIF SECURITY CENTERS INC	173.98	0.00	173.98
84224	09/21/2017	36658	SOUTH COAST A.O.M.D.	708.82	0.00	708.82
84225	09/21/2017	29400	SOUTHERN CALIFORNIA EDISON CO	94,693.36	0.00	94,693.36
84226	09/21/2017	29500	SOUTHERN CALIFORNIA GAS CO	2,664.94	0.00	2,664.94
84227	09/21/2017	4026	SPASEFF TED C	212.50	0.00	212.50
84228	09/21/2017	4972	CHARTER COMMUNICATIONS HOLDINGS. LLC	4,040.55	0.00	4,040.55
84229	09/21/2017	2995	STRICTLY BACKFLOW INC	630.00	0.00	630.00
84230	09/21/2017	2372	TGIS CATERING SVCS INC	935.01	0.00	935.01
84231	09/21/2017	4364	THE RINKS-LAKEWOOD ICE	29.25	0.00	29.25
84232	09/21/2017	1676	U S TELEPACIFIC CORP	444.03	0.00	444.03
84233	09/21/2017	47854	TRUESDAIL LABORATORIES INC	1,314.00	0.00	1,314.00
84234	09/21/2017	1437	U S BANK NATIONAL ASSOCIATION	21,933.09	0.00	21,933.09
84235	09/21/2017	64024	U S POSTAL SERVICE	9,583.72	0.00	9,583.72
84236	09/21/2017	59074	UNITED RENTALS NORTHEAST INC	20,068.94	0.00	20,068.94
84237	09/21/2017	64652	CELLCO PARTNERSHIP	7,148.83	0.00	7,148.83
84238	09/21/2017	33200	WALTERS WHOLESALE ELECTRIC CO	401.50	0.00	401.50
84239	09/21/2017	7400	WATER REPLENISHMENT DISTRICT OF	268,188.48	0.00	268,188.48
84240	09/21/2017	17640	WAXIE ENTERPRISES INC	339.95	0.00	339.95
84241	09/21/2017	36166	WEGENER. KATHY	713.05	0.00	713.05
84242	09/21/2017	2279	AMERICAN PACIFIC PRINTERS COLLEGES	6,455.29	0.00	6,455.29
84243	09/21/2017	50058	WHITE HOUSE FLORIST INC	92.86	0.00	92.86
84244	09/21/2017	35146	WILLDAN ASSOCIATES	169,677.81	0.00	169,677.81
84245	09/21/2017	3699	BASUA. KRIS	10.00	0.00	10.00
84246	09/21/2017	3699	CALKIN. DANIELLE	250.00	0.00	250.00
84247	09/21/2017	3699	CASTRONUOVO. BETTY	150.00	0.00	150.00
84248	09/21/2017	3699	COTTON. DAVAWNA	250.00	0.00	250.00
84249	09/21/2017	3699	DELOA. TERESA	250.00	0.00	250.00

CITY OF LAKEWOOD

SUMMARY CHECK REGISTER

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
84250	09/21/2017	3699	DIAZ. LAURA	69.75	0.00	69.75
84251	09/21/2017	3699	FLORES. ROGELIO	250.00	0.00	250.00
84252	09/21/2017	3699	GARCIA. RAECHELLE	240.00	0.00	240.00
84253	09/21/2017	3699	JENKINS. CRYSTAL	250.00	0.00	250.00
84254	09/21/2017	3699	MAHER. STEPHEN	2,040.00	0.00	2,040.00
84255	09/21/2017	3699	MELTREGERS. JUDITH	55.00	0.00	55.00
84256	09/21/2017	3699	ORSA MODICA	250.00	0.00	250.00
84257	09/21/2017	3699	RAMOS. LUELA	250.00	0.00	250.00
84258	09/21/2017	3699	RODRIGUEZ. RAMONA	250.00	0.00	250.00
84259	09/21/2017	3699	ROMERO ORTEGA. ALFONSO	61.00	0.00	61.00
84260	09/21/2017	3699	SIMON. DAVID	250.00	0.00	250.00
84261	09/21/2017	3699	SOLOMON. FIDEL	250.00	0.00	250.00
84262	09/21/2017	3699	VALENCIA. CARLOS	505.84	0.00	505.84
Totals:				<u>786,186.96</u>	<u>7.08</u>	<u>786,179.88</u>

**CITY OF LAKEWOOD
FUND SUMMARY 9/28/2017**

In accordance with section 2521 of the Lakewood Municipal Code there is presented herewith a summary of obligations to be paid by voucher 84263 through 84384. Each of the following demands has been audited by the Director of Administrative Services and approved by the City Manager.

1010	GENERAL FUND	489,120.55
1020	CABLE TV	300.00
1050	COMMUNITY FACILITY	1,976.92
1621	LA CNTY MEASURE R	31,539.00
3001	CAPITAL IMPROV PROJECT FUND	17,394.25
5010	GRAPHICS AND COPY CENTER	627.27
5020	CENTRAL STORES	3,615.73
5030	FLEET MAINTENANCE	3,834.71
6020	GEOGRAPHIC INFORMATION SYSTEM	274.39
7500	WATER UTILITY FUND	7,349.55
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		556,032.37

Council Approval

Date

City Manager

Attest

City Clerk

Director of Administrative Services

CITY OF LAKEWOOD

SUMMARY CHECK REGISTER

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
84263	09/28/2017	61307	PERRIS FENCE & SUPPLY	111.95	0.00	111.95
84264	09/28/2017	4113	SHAKER NERMINE	1,750.00	0.00	1,750.00
84265	09/28/2017	2701	AIRE RITE A/C & REFRIGERATION INC	1,109.90	0.00	1,109.90
84266	09/28/2017	4684	AMAZON.COM LLC	1,915.83	0.00	1,915.83
84267	09/28/2017	50163	AMERICAN PUBLIC WORKS ASSN	237.50	0.00	237.50
84268	09/28/2017	58000	AMERICAN TRUCK & TOOL RENTAL INC	140.19	0.00	140.19
84269	09/28/2017	4126	AUTOZONE PARTS INC	179.90	0.00	179.90
84270	09/28/2017	443	B&M LAWN AND GARDEN INC	696.13	0.00	696.13
84271	09/28/2017	48108	BERG. APRIL	162.50	0.00	162.50
84272	09/28/2017	4432	BOTROS. DIANA	673.40	0.00	673.40
84273	09/28/2017	66457	BRENNTAG PACIFIC INC	2,276.23	0.00	2,276.23
84274	09/28/2017	491	LEE. YOUNG	1,080.48	0.00	1,080.48
84275	09/28/2017	5000	CALANOC. PATRICK	78.00	0.00	78.00
84276	09/28/2017	53983	CALIF STATE FRANCHISE TAX BOARD	76.00	0.00	76.00
84277	09/28/2017	57079	CALIF JOINT POWERS INS AUTHORITY	11,612.00	0.00	11,612.00
84278	09/28/2017	45894	CINTAS CORPORATION	129.21	0.00	129.21
84279	09/28/2017	4397	CM SCHOOL SUPPLY	112.70	0.00	112.70
84280	09/28/2017	5008	COLOR CARD ADMINISTRATOR CORP.	187.70	0.00	187.70
84281	09/28/2017	3778	COMMERCIAL AOUATIC SERVICES INC	1,896.24	0.00	1,896.24
84282	09/28/2017	4263	CORCORAN. JAMES	195.00	0.00	195.00
84283	09/28/2017	60195	CR TRANSFER INC	2,495.16	0.00	2,495.16
84284	09/28/2017	4361	CN SCHOOL AND OFFICE SOLUTIONS INC	776.37	0.00	776.37
84285	09/28/2017	4442	DANIEL'S TIRE SERVICE INC	38.74	0.00	38.74
84286	09/28/2017	5070	DANIELS. ROBERT F.	960.00	0.00	960.00
84287	09/28/2017	4641	DAO. THAO	1,095.25	0.00	1,095.25
84288	09/28/2017	27200	DICKSON R F CO INC	2,945.00	0.00	2,945.00
84289	09/28/2017	4660	ZW USA INC.	218.45	0.00	218.45
84290	09/28/2017	3199	EDCO WASTE SERVICES LLC	390,020.85	0.00	390,020.85
84291	09/28/2017	4435	ELLIOTT AUTO SUPPLY COMPANY INC	205.42	0.00	205.42
84292	09/28/2017	52316	FEDERAL EXPRESS CORP	132.74	0.00	132.74
84293	09/28/2017	4884	FRONTIER CALIFORNIA INC.	81.98	0.00	81.98
84294	09/28/2017	5005	GIEMONT. GREGORY S.	261.00	0.00	261.00
84295	09/28/2017	54961	HACH COMPANY	453.00	0.00	453.00
84296	09/28/2017	62491	HANDS ON MAILING &	640.00	0.00	640.00
84297	09/28/2017	65575	HAP'S AUTO PARTS	7.82	0.00	7.82
84298	09/28/2017	35477	HARA M LAWNMOWER CENTER	14.77	0.00	14.77
84299	09/28/2017	65593	HASS. BARBARA	26.00	0.00	26.00
84300	09/28/2017	49554	HAWK. TRUDY (FAHTIEM)	175.50	0.00	175.50
84301	09/28/2017	42031	HOME DEPOT	915.78	0.00	915.78
84302	09/28/2017	5056	HOUSE OF STAGES	1,668.25	0.00	1,668.25
84303	09/28/2017	49843	INOUYE. MICHAEL JOHN	780.00	0.00	780.00
84304	09/28/2017	4622	JHM SUPPLY INC	407.48	0.00	407.48
84305	09/28/2017	4180	JONES RICHARD D. A PROF LAW CORP	16,750.00	0.00	16,750.00
84306	09/28/2017	2956	KICK IT UP KIDZ. LLC	2,100.44	0.00	2,100.44

CITY OF LAKEWOOD

SUMMARY CHECK REGISTER

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
84307	09/28/2017	698	KIRK ELLEN	100.00	0.00	100.00
84308	09/28/2017	18300	LAKEWOOD CHAMBER OF COMMERCE	1,833.33	0.00	1,833.33
84309	09/28/2017	55469	LAKEWOOD CITY EMPLOYEE ASSOCIATION	2,120.00	0.00	2,120.00
84310	09/28/2017	53849	LAKEWOOD ROTARY CLUB	239.00	0.00	239.00
84311	09/28/2017	3491	TRUCK LIGHTHOUSE THE	27.31	0.50	26.81
84312	09/28/2017	63809	MACAULAY. CHRISTINA	150.00	0.00	150.00
84313	09/28/2017	58414	MANAGED HEALTH NETWORK	361.57	0.00	361.57
84314	09/28/2017	65220	STEVEN MAHR PRINTING INC.	571.17	0.00	571.17
84315	09/28/2017	4887	MATHESON TRI-GAS. INC.	317.08	0.00	317.08
84316	09/28/2017	65773	MAYFLOWER DISTRIBUTING COMPANY	324.77	0.00	324.77
84317	09/28/2017	66339	MC ENROE. BARBARA	325.00	0.00	325.00
84318	09/28/2017	23130	MC MASTER-CARR SUPPLY CO	530.52	0.00	530.52
84319	09/28/2017	41831	MIEIR-KING. RICHARD	564.85	0.00	564.85
84320	09/28/2017	64333	MOSES-CALDERA. ISABEL	411.45	0.00	411.45
84321	09/28/2017	615	MUNI SERVICES LLC	3,776.64	0.00	3,776.64
84322	09/28/2017	61672	MUSCULAR DYSTROPHY ASSOC INC	20.00	0.00	20.00
84323	09/28/2017	4443	O'REILLY AUTOMOTIVE STORES INC	769.78	14.10	755.68
84324	09/28/2017	34536	OCOBOC. DEBRA	245.05	0.00	245.05
84325	09/28/2017	47554	OFFICE DEPOT BUSINESS SVCS	602.63	0.00	602.63
84326	09/28/2017	63708	DY-JO CORPORATION	635.00	0.00	635.00
84327	09/28/2017	3888	RP AUTOMOTIVE UAG CERRITOS I LLC	129.79	0.00	129.79
84328	09/28/2017	51171	PERS LONG TERM CARE PROGRAM	301.10	0.00	301.10
84329	09/28/2017	1615	PFM ASSET MANAGEMENT LLC	3,078.83	0.00	3,078.83
84330	09/28/2017	4494	PIERSON. JEREMY L.	460.20	0.00	460.20
84331	09/28/2017	77250	PRESCOTT HARDWARE & SHEET	15.28	0.00	15.28
84332	09/28/2017	51135	PVC TECH CORPORATION	275.07	0.00	275.07
84333	09/28/2017	47285	ROTARY CORP	94.40	0.00	94.40
84334	09/28/2017	4309	SAFESHRED	25.00	0.00	25.00
84335	09/28/2017	3153	SECTRAN SECURITY INC	137.80	0.00	137.80
84336	09/28/2017	240	SGS TESTCOM	2.66	0.00	2.66
84337	09/28/2017	52279	SMART & FINAL INC	201.44	0.00	201.44
84338	09/28/2017	26900	SO CALIF SECURITY CENTERS INC	12.57	0.00	12.57
84339	09/28/2017	61543	COMPUTER & PERIPHERALS GROUP	274.39	0.00	274.39
84340	09/28/2017	50299	SPENCER. GORDON	150.00	0.00	150.00
84341	09/28/2017	49529	SPICERS PAPER INC	567.59	5.20	562.39
84342	09/28/2017	2559	STANLEY CONVERGENT SECURITY	28,821.69	0.00	28,821.69
84343	09/28/2017	4666	STEIN. PAUL	75.00	0.00	75.00
84344	09/28/2017	2995	STRICTLY BACKFLOW INC	45.00	0.00	45.00
84345	09/28/2017	57912	SURI. KAREN	187.20	0.00	187.20
84346	09/28/2017	2732	TANNEN. MITCH	468.00	0.00	468.00
84347	09/28/2017	59212	TETRA TECH INC	17,394.25	0.00	17,394.25
84348	09/28/2017	4364	THE RINKS-LAKEWOOD ICE	87.75	0.00	87.75
84349	09/28/2017	4873	TRANSAMERICA LIFE INSURANCE COMPANY	2,315.78	0.00	2,315.78
84350	09/28/2017	65224	TUMBLE-N-KIDS. INC	350.35	0.00	350.35

CITY OF LAKEWOOD

SUMMARY CHECK REGISTER

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
84351	09/28/2017	60685	TURF STAR	1,038.88	0.00	1,038.88
84352	09/28/2017	53760	UNITED WAY- GREATER LOS ANGELES	10.00	0.00	10.00
84353	09/28/2017	4907	VARSIITY BRANDS HOLDING CO INC	1,353.89	0.00	1,353.89
84354	09/28/2017	4907	VARSIITY BRANDS HOLDING CO INC	290.61	0.00	290.61
84355	09/28/2017	33200	WALTERS WHOLESALE ELECTRIC CO	68.48	1.25	67.23
84356	09/28/2017	5003	WALTOWER. SHAWN	321.75	0.00	321.75
84357	09/28/2017	17640	WAXIE ENTERPRISES INC	170.38	0.00	170.38
84358	09/28/2017	1939	WAYNE HARMEIER INC	103.32	0.00	103.32
84359	09/28/2017	62628	WELLS C. PIPELINE MATERIALS	177.79	0.00	177.79
84360	09/28/2017	40925	WEST COAST ARBORISTS INC	651.00	0.00	651.00
84361	09/28/2017	37745	WESTERN EXTERMINATOR CO	352.00	0.00	352.00
84362	09/28/2017	5011	WESTERN LIGHTING & ENERGY CONTROLS	179.00	0.00	179.00
84363	09/28/2017	35146	WILLDAN ASSOCIATES	31,539.00	0.00	31,539.00
84364	09/28/2017	3837	WORTHINGTON FORD	419.96	0.00	419.96
84365	09/28/2017	3699	BARKER. RICHARD	20.00	0.00	20.00
84366	09/28/2017	3699	BEJARANO. VANESSA	20.00	0.00	20.00
84367	09/28/2017	3699	BURCH. LISA	15.00	0.00	15.00
84368	09/28/2017	3699	CAUSING. JOHNNY	48.00	0.00	48.00
84369	09/28/2017	3699	CONTINENTAL FLOORING COMPANY	20.00	0.00	20.00
84370	09/28/2017	3699	DESCHAINED. BROOKE	40.00	0.00	40.00
84371	09/28/2017	3699	GRIJALVA. AMBER	20.00	0.00	20.00
84372	09/28/2017	3699	KIAMCO. MARIA	250.00	0.00	250.00
84373	09/28/2017	3699	MABON. MICHAEL	250.00	0.00	250.00
84374	09/28/2017	3699	MCINTOSH. KEENAN	250.00	0.00	250.00
84375	09/28/2017	3699	MINOR. MARCUS	20.00	0.00	20.00
84376	09/28/2017	3699	OFISA-LUTU. DOMINIQUE	310.00	0.00	310.00
84377	09/28/2017	3699	PALACIOS. JOSEFINA	250.00	0.00	250.00
84378	09/28/2017	3699	PANGANIBAN. ANTOINETTE	250.00	0.00	250.00
84379	09/28/2017	3699	SCHIMSKY. ARNOLD	98.19	0.00	98.19
84380	09/28/2017	3699	SCHMITZ. DEREK	80.17	0.00	80.17
84381	09/28/2017	3699	SIMMONS. WENDELL R	174.09	0.00	174.09
84382	09/28/2017	3699	TOSCANO. LUZ	20.00	0.00	20.00
84383	09/28/2017	3699	VIVINT SOLAR	39.76	0.00	39.76
84384	09/28/2017	3699	WHITE. TRAYVON	15.00	0.00	15.00
Totals:				556,053.42	21.05	556,032.37

CITY OF LAKEWOOD
SUMMARY ACH/WIRE REGISTER SEPTEMBER 2017

ACH date	Amount	Recipient	Purpose	Period
9/5/17	83,934.53	CalPERS	PERS contribution	Aug 13-26, 2017
9/6/17	99,935.61	CalPERS	PERS Health	Oct 2017
9/14/17	110,567.99	IRS via F&M	Fed taxes	Aug 27-Sep 9, 2017
9/14/17	27,167.83	EDD	State taxes	Aug 27-Sep 9, 2017
9/14/17	7,615.65	Southland C/U	employee savings account	Aug 27-Sep 9, 2017
9/14/17	4,168.50	F&A Fed C/U	employee savings account	Aug 27-Sep 9, 2017
9/14/17	56,310.98	MidAmerica	HRA aka CEMRB	Jul-Sep 2017
9/14/17	138,256.25	PARS via U.S. Bank	enhancement plan	Jul-Sep 2017
9/15/17	3,587.71	MidAmerica	ARS aka APPLE	Aug 27-Sep 9, 2017
9/15/17	3,425.00	PARS via U.S. Bank	excess stackable plan	Aug 27-Sep 9, 2017
9/15/17	6,945.27	PARS via U.S. Bank	stackable plan	Aug 27-Sep 9, 2017
9/15/17	18,598.90	VOYA	VOYA 457	Sep 10-23, 2017
9/15/17	13,764.73	VOYA	VOYA 401(a)	Sep 10-23, 2017
9/15/17	6,858.37	PARS via U.S. Bank	defined benefit; retirement	Sep 10-23, 2017
9/18/17	84,523.04	CalPERS	PERS contribution	Aug 27-Sep 9, 2017
9/19/17	612.04	MidAmerica	HRA aka CEMRB	Jul-Sep 2017
9/20/17	57,432.69	City Light & Power	monthly maint fee	Sep 2017
9/27/17	112,222.35	IRS via F&M	Fed taxes	Sep 10-23, 2017
9/27/17	27,582.33	EDD	State taxes	Sep 10-23, 2017
9/28/17	3,549.83	MidAmerica	ARS aka APPLE	Sep 10-23, 2017
9/28/17	10,352.12	PARS via U.S. Bank	stackable plan	Sep 10-23, 2017
9/28/17	19,708.90	VOYA	VOYA 457 & ROTH	Sep 10-23, 2017
9/28/17	21,785.20	VOYA	VOYA 401(a)	Sep 10-23, 2017

Council Approval

Date

City Manager

Attest

City Clerk

Director of Administrative Services

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

COUNCIL AGENDA

October 10, 2017

TO: The Honorable Mayor and City Council

SUBJECT: Wireless Telecommunications Fees

INTRODUCTION

On June 13, 2017, the City Council adopted Ordinance 2017-6, regarding wireless communication facilities in the public rights-of-way. The attached resolution allows the city to adopt fees for the recovery of overhead costs associated with the processing of wireless telecommunications related permits.

STATEMENT OF FACTS


An applicant that wishes to install wireless communication facilities in the public rights-of-way on city-owned poles will be subject to the following fee:

Master License Preparation Fee – this fee is to recoup city staff costs to review and execute the Master License Agreement between the city and the applicant.

Pole License Processing Fee – this fee is to recoup costs incurred by city staff to review a pole license application.

RECOMMENDATION

It is recommended that the City Council adopt the proposed resolution establishing a fee for the recovery of overhead costs associated with the processing of wireless telecommunication related permits.

Paolo Beltran 
Assistant to the City Manager


Thaddeus McCormack
City Manager

RESOLUTION NO. 2017-53

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAKEWOOD ADOPTING FEES FOR THE RECOVERY OF
OVERHEAD COSTS ASSOCIATED WITH THE PROCESSING
OF WIRELESS TELECOMMUNICATIONS RELATED
PERMITS

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

SECTION 1. The City Council of the City of Lakewood finds that applicants for Wireless Telecommunications related permits should pay sufficient fees to reasonably recover the total costs associated with the processing, storage and retrieval of Wireless Telecommunications related permit applications and that these activities should not be subsidized by funding from the City's General Fund.

SECTION 2. The City Council finds and determines that the fees established by this Resolution do not exceed the amounts reasonably required to administer or process such permits, certificates or other forms or documents or to defray the cost of enforcement of the provisions of the pertinent Codes, and that the fees do not exceed the estimated reasonable costs of providing such services. Such finding and determination is applicable to present fees as well as potential future increases.

SECTION 3. Pursuant to Chapter 7 in Article VII of the Lakewood Municipal Code, the fees and charges set forth in Exhibit "A" attached hereto and made a part hereof, are hereby adopted.

SECTION 4. The City Clerk shall certify to the adoption of this Resolution and henceforth and thereafter the same shall be in full force and effect until amended or repealed by the City Council.

ADOPTED AND APPROVED THIS 10TH DAY OF OCTOBER, 2017.

Mayor

ATTEST:

City Clerk

EXHIBIT A

Wireless Telecommunications Facilities Fees

Master License Preparation Fee	\$2,000
Pole License Processing Fee	\$500

DIVIDER SHEET

COUNCIL AGENDA

October 10, 2017

TO: The Honorable Mayor and City Council**SUBJECT:** Agreement with Tyler Technologies Inc. "MUNIS" for Accounting Software Licenses and Support**INTRODUCTION**

Annually the City contracts with Tyler Technologies for accounting software licensing and support for fifteen (15) modules and disaster recovery and off-site support services

STATEMENT OF FACT

Tyler Technologies licensing fees have increased by five percent for all but one of the modules from the prior year, while support services charges have remained constant. Cost increases are offset by the elimination of the utility billing modules. The Agreement includes the following:

	Payment Invoice FY 2017	% increase over prior Payment	Invoice FY 2018
Modules:			
Accounting/GL/Budget/AP	\$ 25,694.03	5%	\$ 26,978.73
Accounts Receivable	\$ 7,007.15	5%	\$ 7,357.50
Business License	\$ 6,422.91	5%	\$ 6,744.06
Contracts	\$ 3,340.69	5%	\$ 3,507.72
Crystal Reports	\$ 6,487.81	5%	\$ 6,812.20
General Billing	\$ 3,269.76	5%	\$ 3,433.25
Human Resources	\$ 2,686.74	5%	\$ 2,821.08
Inventory	\$ 7,707.98	5%	\$ 8,093.38
Microsoft Office Interface	\$ 5,139.05	5%	\$ 5,396.00
Payroll	\$ 3,853.99	5%	\$ 4,046.69
Project Accounting	\$ 5,652.36	5%	\$ 5,934.98
Purchase Order	\$ 7,707.98	5%	\$ 8,093.38
Requisitions	\$ 5,395.10	5%	\$ 5,664.86
Utility Billing	\$ 5,225.59		
Utility Billing Interface	\$ 1,874.11		
Tyler Forms	\$ 3,610.06	5%	\$ 3,790.56
Dashboard	\$ 1,686.83	2%	\$ 1,720.56
Other Applications & Services:			
Tyler Unlimited Upgrade	\$ 2,700.00		\$ 2,700.00
Off Site Database Admin	\$ 30,000.00		\$ 30,000.00
Disaster Recovery	\$ 30,000.00		\$ 30,000.00
	\$ 165,462.13		\$ 163,094.95

The water utility billing and interface modules will not be renewed this fiscal year since this function will be transferred to Fathom later this month. Staff will work with MUNIS to retain historical data in the utility module.

STAFF RECOMMENDATION

It is respectfully recommended that the City Council approve the Agreement with Tyler Technologies, Inc. in the amount of \$163,094.95 for accounting software licensing and support.

A handwritten signature in black ink, appearing to be 'Diane Perkin', written over a horizontal line.

Diane Perkin
Director of Administrative Services

A handwritten signature in black ink, appearing to be 'Thaddeus McCormack', written over a horizontal line.

Thaddeus McCormack
City Manager

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

COUNCIL AGENDA

October 10, 2017

TO: The Honorable Mayor and City Council

SUBJECT: Adoption of Resolutions No. 2017- and No. 2017-; Affirming Budgeted Projects Funded by the Road Maintenance Rehabilitation Account

INTRODUCTION

The Governor of California on April 28, 2017 signed Senate Bill 1, the Road Repair and Accountability Act of 2017, also known as the Road Maintenance and Rehabilitation Account (RMRA), to address basic road maintenance, rehabilitation and critical safety needs on highways and local streets, which is funded through a per gallon fuel tax and vehicle registration fees.

STATEMENT OF FACTS

On August 8, 2017, staff presented a resolution to the City Council for approval that confirmed the use of RMRA funds for specific budgeted projects. As the rulemaking and reporting requirements have evolved for the use of this funding, staff recommends that we now revise the previous resolution to include a different project that meets more defined criteria set by the CTC.

Pursuant to Street and Highways Code (SHC) Section 2034, each eligible city or county prior to receiving an apportionment of RMRA funds is required to have identifiable capital projects in a budget adopted or amended by the governing body that monies provided by RMRA will fund.

The City of Lakewood is projected to receive \$452,279 in RMRA funds in Fiscal year 2017-2018, which represents a partial funding year. The following fiscal year, the amount is estimated at \$1,356,757. The previously approved resolution identified hardscape repair for \$400,000, as well as two other projects, Stormwater drainage screens for \$34,100 and Pavement Management System for \$75,000. The hardscape repair project is certainly eligible for RMRA funds under the category of Street Maintenance, and this was confirmed by a CTC official. The other two projects would also likely have been eligible, once our Pavement Condition Index is certified at 80 or above. This will be done through the preparation of a new Pavement Management System that Council approved on September 12th and now underway. This activity will be funded with other restricted transportation funds.

Once the Pavement Management System is complete and a new PCI certified at 80 or above, the City will have greater latitude on how to spend the RMRA funds.

The proposed revised resolution now calls out the following projects for the use of the RMRA funds:

- Hardscape repair in the amount of \$400,000 for sidewalk and curb projects (as in the previous resolution)
- Downey Avenue Overlay Project in the total amount of \$200,000, to be partially funded with the remaining \$52,279 of RMRA funds and the balance in Measure R funds.

The Capital Improvement Budget for FY 17-18 appropriated substantial Measure R funds for local street overlay projects, which included Downey Avenue from Del Amo to Clubhouse. The recommendation is to appropriate the balance of the first year of RMRA funds to Downey Avenue, since it is an unquestionably eligible project. This street segment will be included with the Woodruff Avenue Overlay Project which will be advertized for bid shortly.

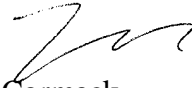
STAFF RECOMMENDATION

It is recommended that the City Council approve the following:

1. The attached resolution rescinding Resolution 2017-45 addressing the use of RMRA funds, and
2. The attached revised resolution affirming the Fiscal Year 2017-2018 Budget for the use of funds provided by the Road Repair and Accountability Act



Lisa Rapp
Director of Public Works



Thaddeus McCormack
City Manager

RESOLUTION NO. 2017-54

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAKEWOOD RESCINDING RESOLUTION NO. 2017-45
WHICH AFFIRMED THE FISCAL YEAR 2017-2018 BUDGET
FOR THE USE OF FUNDS PROVIDED BY THE ROAD
REPAIR AND ACCOUNTABILITY ACT OF 2017

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

SECTION 6. Resolution No. 2017-45 entitled

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAKEWOOD AFFIRMING THE FISCAL YEAR 2017-2018
BUDGET FOR THE USE OF FUNDS PROVIDED BY THE
ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

is hereby rescinded.

ADOPTED AND APPROVED THIS 10th day of October, 2017.

Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2017-55

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAKEWOOD AFFIRMING THE FISCAL YEAR 2017-2018
BUDGET FOR THE USE OF FUNDS PROVIDED BY THE
ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017.

WHEREAS, The Governor of California on April 28, 2017 signed Senate Bill 1, the Road Repair and Accountability Act of 2017, also known as the Road Maintenance and Rehabilitation Account (RMRA), to address basic road maintenance, rehabilitation and critical safety needs on highways and local streets, which is funded through a per gallon fuel tax and vehicle registration fees; and

WHEREAS, Pursuant to Street and Highways Code (SHC) Section 2034, each eligible city or county prior to receiving an apportionment of RMRA funds is required to have identifiable capital projects in a budget adopted or amended by the governing body that monies provided by RMRA will fund; and

WHEREAS, Pursuant to SHC Section 2030, RMRA funds are to be prioritized for expenditure on basic road maintenance and rehabilitation projects, and on critical safety projects, railroad grade separations, complete streets components including active transportation purposes, pedestrian and bicycle safety projects, transit facilities, and drainage and stormwater recapture projects in conjunction with any other allowable project, and traffic control devices; and

WHEREAS, Pursuant to SHC Section 2037, a city or county may spend its apportionment of RMRA funds on transportation priorities other than those outlined in SHC 2030 if the city or county's average Pavement condition Index (PCI) meets or exceeds 80; and

WHEREAS, Pursuant to SHC Section 2036, a city or county may spend its apportionment of RMRA funds for general fund transportation expenses in excess of the maintenance of effort as calculated in the Street Report as the average general fund expenditures for street, road and highway purposes in fiscal years 2009-2010, 2010-2011 and 2011-2012; and

WHEREAS, The City of Lakewood is projected to receive \$452,279 in RMRA funds in Fiscal Year 2017-2018.

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

SECTION 1. The City of Lakewood has General Fund expenditures for roads, streets and highways exceeds the Street Report maintenance of effort by \$1,267,059; and

SECTION 2. The City of Lakewood has the identified the following RMRA capital projects in the adopted budget for Fiscal Year 2017-2018:

- Hardscape repair in the amount of \$400,000 for sidewalk and curb projects

The City of Lakewood has added the following RMRA funding to the Local Street Resurfacing capital project in the amended budget for Fiscal Year 2017-2018:

- Local Street Resurfacing Project #60021 in the amount of \$52,279, specifically: for the overlay paving of Downey Avenue from Del Amo Blvd. to Clubhouse Drive.

SECTION 3. The City of Lakewood will submit to the California Transportation Commission for their review a list of proposed projects to be funded by RMRA by October 16, 2017, in the format prescribed.

SECTION 4. The Director of Public Works is hereby authorized to undertake such acts as are necessary to carry out this Resolution.

SECTION 6. The City Clerk is directed to certify to the adoption of this resolution.

ADOPTED AND APPROVED THIS 10th day of October, 2017.

Mayor

ATTEST:

City Clerk

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

Public Hearings

CITY COUNCIL AGENDA

October 10, 2017

TO: Honorable Mayor and Members of the City Council

SUBJECT: De Novo Hearing on Conditional Use Permit No. 948
Proposed Carwash, 6741 Carson Street

INTRODUCTION

On July 6, 2017, the Planning and Environment Commission (PEC) adopted Resolution No. 14-2017 approving Conditional Use Permit (CUP) No. 948 on a 4-1 vote. CUP 948 is for the establishment of both a carwash with covered outdoor vacuum stations and a car service building on a property in the C-3 (Intermediate Commercial) zone located at 6741 Carson Street. A timely appeal of the PEC's decision was filed in accordance with Section 9407 of the Lakewood Municipal Code (LMC). The appeal consisted of two letters from Arthur Pinette requesting to bring the matter before the City Council to overturn the decision of the PEC as well as petitions objecting to the project based on potential noise, traffic congestion and other issues. The petitions were collected and submitted by the appellant.

At its September 12, 2017 meeting, the City Council considered the appeal and voted to continue the hearing to conduct a hearing De Novo. A De Novo hearing allows the City Council to consider new and/or additional evidence as it relates to this application rather than be limited to only the evidence received by the PEC. Pursuant to LMC Section 9407.5, the City Council set the new hearing De Novo of CUP No. 948 for October 10, 2017.

On October 2, 2017, the project proponent submitted a letter stating that he would be out of state and unable to attend the De Novo hearing. He requested that the hearing be postponed and rescheduled to either November 14, 2017 or November 28, 2017. It is at the discretion of the City Council to honor the applicant's request to postpone the hearing to a future date or to proceed with the hearing as noticed.

STATEMENT OF FACTS

The request for CUP No. 948 was made pursuant to Section 9341.B, 9 of the Lakewood Municipal Code (LMC) which requires all uses to be conducted wholly within a building but exempts vacuums, vacuum stations, and other outdoor equipment and activities normally associated with a carwash as permitted in conjunction with such facilities from this requirement. LMC Section 9347.A allows uses permitted in the C-1 zone in the C-3 zones under the same specified conditions.

LMC Section 9347.D.11 requires a (CUP) to establish a carwash in the C-3 zone. That Section allows for "...vehicle wash racks, carwashes, or any permanent facility offering hand and/or mechanical washing, which includes detailing, waxing, or cleaning of non-commercial vehicles,

and whether self- or full-service. Carwash facilities may include outdoor vacuums, vacuum stations, and other outdoor equipment and activities normally associated with a carwash. Other activities and uses may co-locate with a carwash as deemed acceptable by the Planning and Environment Commission.”

The project site is on the north side of Carson Street, approximately 350 feet west of the intersection of Los Coyotes Diagonal and Carson Street. To the north and west, across a 20-foot wide public alley, are single-family residential dwellings in the R-1 (Single-Family Residential) zone. To the east is a commercial strip center in the C-3 zone. To the south, across Carson Street within the City of Long Beach, is the Heartwell golf course. The portion of Carson Street adjacent to the site is within the City of Long Beach (see Vicinity Map and Aerial View). The closest residential properties are approximately 20 feet north and east of the site. The following table lists the land uses and zoning designations for the site and the surrounding properties.

AREA	EXISTING LAND USE	ZONE DESIGNATION
Subject Site	Commercial	C-4 (General Commercial)
North	Single-Family Homes	R-1 (Single-Family Residential)
East	Commercial	C-4 (General Commercial)
South	Heartwell golf course	P (Park - City of Long Beach)
North	Single-Family Homes	R-1 (Single-Family Residential)

The project site is rectangular in shape and is approximately 1.11 acres in area and will have a net area of 1.06 acres after dedicating both an additional five-feet for alley right of way along portions of the north and west property lines and a 10-foot by 10-foot truncation of the northwest corner of the proposed carwash property. These dedications are required by the LMC in order to increase the width of the alley.

The site is accessed primarily from Carson Street and has 173 feet of street frontage. The easterly 20 feet of the property is a vehicle easement used to access the adjacent commercial site and related parking spaces. The site is developed with a former 4,888 square-foot, single-story, McDonald’s drive-thru restaurant. There is also a freestanding sign (but lacking a sign face), three flagpoles, a trash enclosure, a paved parking lot, a fenced playground area, and ornamental landscaping. The existing freestanding sign and flag poles adjacent to Carson Street will be incorporated into this project.

The existing restaurant building will be converted into a self-service style of carwash. Most of the former restaurant building will be demolished, but the west wall of the former restaurant will be incorporated into the new carwash building. The existing trash enclosure will be demolished and replaced with a new trash enclosure.

The carwash building will be about 3,100 square feet and includes the main car wash tunnel, an equipment room with openings in the wall to support vending machines for carwash customers, a storage room, bathroom, office, electrical equipment room, a canopy above the tunnel entrance, and a canopy above the customer waiting/viewing area. The carwash building will have an

overall height of 30 feet. A new 3,900 square-foot car service building will be built at the north portion of the site. The car service building will include a reception area, bathroom, storage room, and five service bays. Potential auto services may include auto repair, oil and lube services, tire installation, window tinting and any other automobile service or services. LMC Section 9347.B.3 permits automobile repair garages in the C-3 zone but prohibits body and fender work or auto painting businesses.

The site will have two driveways on Carson Street, one serving as an entrance and exit, and the other as an exit only. Two additional access points will connect the site with the alley on the west side of the property. As noted above, there will be five-foot alley dedications along portions of the north and west property lines and a 10-foot by 10-foot truncation of the northwest corner of the property as part of the alley dedications. The dedicated alley must be improved and paved to the satisfaction of the Director of Public Works.

There will be two carwash queue lanes. The queuing lanes will have a self-serve pay station where customers will select the type of wash and make their payment. The two lanes converge to the entrance to the carwash tunnel. The carwash tunnel will include a blower to dry cars as they exit. After exiting the carwash tunnel, drivers may exit directly onto Carson Street, or turn to the left to gain access to the self-serve vacuum stations.

The project will have 27 parking spaces including two ADA accessible parking spaces. There will also be one 10' x 25' loading zone space near the northwest corner of the building. A covered trash enclosure and vacuum equipment enclosure will be located on the east side of the site. The 16 spaces on the east side of the carwash building will be used as covered outdoor vacuum stations. The vacuum stations will be covered with fabric canopies. The overall height of the vacuum canopies will be less than 14 feet. An 88 square-foot vacuum enclosure will be constructed at the east side of the site at the north end of the vacuum canopies. The enclosure will be of masonry construction to reduce noise. The applicant's proposed hours of operation are shown below and are incorporated into the proposed Resolution of Approval.

Building	Monday-Saturday	Sundays
Carwash	7:30 AM to 8:00 PM or 30 minutes after dusk, whichever comes first	8:00 AM to 8:00 PM or 30 minutes after dusk, whichever comes first
Car service building	7:30 AM to 7:00 PM	9:00 AM to 7:00 PM

The Development Review Board reviewed DRB Case No. 8607 on January 25, 2017 for the proposed project and recommended approval of the project to the PEC, subject to proposed conditions which were included in the PEC Resolution of Approval.

The Sheriff's Department submitted a letter dated June 1, 2017 commenting on the proposed use. The Sheriff's Department reports that they conducted a review of calls for service for a two-year time period for the project site and did not find any incidents that directly reflect negatively on the proposed business. However, based on past histories with these types of businesses, the

Sheriff's Department requested certain conditions be placed on the proposed business should the CUP be approved. Those conditions were incorporated into the PEC Resolution of Approval.

LMC Section 9401, et seq., establishes the basis for approval or denial of a CUP. Subsection A of Section 9401 sets forth the principles and standards that each case must comply with in order to be granted a CUP. A review of the subject application, in light of Subsection A, reveals the following:

1. *The proposed conditional use shall not be in substantial conflict with the General Plan.*

The site is in the C-3 (Intermediate Commercial) zone and is designated as Commercial by the General Plan. The proposed use is commercial in nature and therefore compatible with both the General Plan land use and designations of the site. Potential conflicts with the General Plan relating to specific areas, such as air quality, noise, and traffic, have been addressed in the Environmental Checklist and Initial Study prepared for this project and mitigation measures were identified and are included in the proposed Resolution of Approval.

2. *The nature, condition, and development of adjacent uses, buildings, and structures shall be considered, and no CUP shall be granted where such use will adversely affect or be materially detrimental to said adjacent uses, buildings, or structures.*

Air Quality

During the demolition and construction phase, fugitive airborne dust may impact adjacent uses, however such an impact will be less than significant following implementation of the mitigations measures included in the Environmental Checklist and Initial Study prepared for this project.

Hazards and Hazardous Materials

An Asbestos and Lead Paint Survey and Hazardous Building Materials Inventory Report were prepared for this project (see Appendix "F" for report and summary memo). The analysis detected asbestos in some of the roof penetration mastic, 264 fluorescent light tubes and four compact fluorescent light tubes throughout the structure, and a refrigerator and an ice machine. The report includes measures by which the roof mastic should be removed, handled, and disposed of, as well as the fluorescent lighting and refrigerants. These measures have been included as mitigation measures for the project.

Noise

The carwash will include various pieces of mechanical equipment including blowers for drying automobiles, motors, vacuums, and pumps. Blowers for drying automobiles are capable of producing excessive levels of noise. The closest residential properties are single-family homes that are currently 20 feet to the north and south as measured from property line to property line. They will be 25 feet away after the alley dedications. The blowers will be inside a building and approximately 50-feet or more from the nearest residential use. A noise

study was prepared for this project (see Appendix "I" contained in the Environmental Checklist and Initial Study).

The noise study found existing off-site traffic noise levels range between 68.5 to 76.63 dB(A) CNEL. Existing traffic noise plus the project levels resulting from additional traffic generated by the project is estimated to be in the range of 68.53 to 76.64 dB(A) CNEL, which is an increase of 0.01 to 0.03 dB(A) CNEL. Therefore, a change in noise from increased vehicle traffic would not be audible.

The noise study found that noise levels from on-site operations of the project could exceed 65dB(A) at nearby residential property lines. That study found that project noise would be reduced to a less than significant level with implementation of the mitigation measures contained in the Environmental Checklist and Initial Study. With mitigation, worst case noise levels at the residential property lines would range from 43 dB(A) (north of the car service building) to 60 dB(A) at a point along the rear property line of 4112 Ostrom Avenue, which is west of the site. Worst case noise levels include 1) all components of the carwash operating including the dryer, 2) all vacuums being utilized, 3) activity in the parking lot such as conversation, doors slamming, engines starting and stopping, and vehicle passage, and 4) use of the car service building as a tire store with all five bays operating and generating noise associated with the operation of air compressors, air impact wrenches, car lifts, tire balancer machines and a variety of other tools.

3. *The site for a conditional use shall be adequate in size and shape to accommodate the yards, walls, fences, parking and loading facilities, landscaping and other development features required by this Chapter, or as required as a condition in order to integrate said uses with the uses in the neighborhood.*

The project will have a 50-foot front yard setback, a four-foot setback at the car service building's east side, and 11'-6" west side yard and 10-foot rear yard setbacks after dedication of the required additional five-foot alley right-of-way. The project does not propose any new fences or boundary walls. The project will have 27 parking spaces including two ADA accessible parking spaces. There will also be one 10' x 25' loading zone space near the northwest corner of the building. The 16 spaces east of the carwash building will be used as self-service vacuum stations. The LMC does not contain a specific parking standard for carwash customers or employees.

For service stations, LMC Section 9490.X requires one parking space for each bay plus two additional spaces for employee parking and that standard was used for the proposed car service building. The car service building will have five service bays. The applicant has indicated that the total project will have a total of six to eight employees (see Architectural Sheet A2.0).

Applying LMC Section 9490.X of one parking space for each service bay plus two additional spaces for employees would yield a total of seven parking spaces for the car service use.

Providing an additional two employee parking spaces for the carwash would require a total of nine parking spaces. The project proposes 11 open parking spaces, 16 vacuum station spaces and anticipates up to eight employees. There will be adequate parking to accommodate the project whether it is based on the number of employees or service bays.

LMC Section 9490.1 provides that “where the parking requirements for a use are not specifically defined in this chapter, the same shall be determined by the Director of Community Development or may be referred to him by the PEC for such determination. Any determination made by the Director of Community Development shall be subject to review by the PEC. All such determinations shall be based upon the requirements for the most comparable use specified herein and within the spirit and intent of this chapter.” The entire project (both carwash and car service use) proposes to have 16 vacuum station spaces (including one ADA space), 11 open spaces next to the car service building (including a second ADA space), and one 10’ x 25’ loading zone space.

4. *The site for the conditional use shall be served by highways or streets adequate in width and improved as necessary to carry the kind and quantity of traffic such use would generate.*

The site is served by Carson Street and a public alley. The portion of Carson Street adjacent to the site is within the City of Long Beach and the alley is in the City of Lakewood. The traffic study prepared for this project found that the project will have a less than significant impact with respect to traffic and site queuing. Five-foot alley right-of-way dedications are required along the site’s north and west property lines to comply with current City standards. The dedicated alley must be improved and paved to the satisfaction of the Director of Public Works.

5. *That all other conditions and limitations imposed by this Chapter in connection with the proposed application for a CUP have been made. LMC Sections 9347.D.5 and 9350.B.2 allow Commercial Recreational uses provided that a CUP has been obtained and that the following conditions and standards are met and maintained at all times:*

The analysis which appears above has covered all relevant LMC requirements.


SUMMARY

The applicant submitted an application for CUP No. 948, or the establishment of a carwash facility with covered outdoor vacuum stations and a car service building located at 6741 Carson Street. The PEC approved the CUP on July 6, 2017. Subsequently, a timely appeal was filed requesting that the decision of the PEC be overturned. On September 12, 2017, the City Council considered the request and appeal and set a date to hold a Hearing De Novo to consider new and/or additional evidence.

RECOMMENDATION

The City Council has the following four possible action options regarding the Planning and Environment (PEC) decision to approve Conditional Use Permit (CUP) No. 948 and the appeal thereof:

1. Adopt a resolution to UPHOLD the PEC decision to grant CUP No. 948 and DENY the appeal, including findings to justify the actions.
2. Adopt a resolution to UPHOLD the PEC decision to grant CUP No. 948 and DENY the appeal, but modify the conditions of approval for CUP No. 948, as discussed in the hearing, including findings to justify the actions.
3. Adopt a resolution to UPHOLD the appeal and DENY CUP No. 948, including findings to justify the actions.
4. CONTINUE the public hearing as requested by the applicant.


Sonia Dias Southwell, AICP
Director of Community Development


Thaddeus McCormack
City Manager

Analysis of objections

Letter from Mr. Pinette

1. Noise – The environmental review found that project noise would be reduced to a less than significant level with implementation of the mitigation measures contained in the Environmental Checklist and Initial Study.
2. Air Quality/Fumes/Smells - The environmental review found that the project will not violate any air quality standard or contribute significantly to an existing or projected air quality violation. The project will not result in excessive airborne dust during construction following implementation of the mitigation measures listed below. The project does not have the potential to significantly conflict with applicable plans, policies, or regulations adopted for the purpose of reducing post construction air quality emissions.
3. Congestion of idling cars - The environmental review found that the project will not degrade traffic operations below those acceptable in the City's General Plan. Therefore, the project impact is considered less than significant.
4. Parking - The environmental review found that there will be adequate parking to accommodate the project.
5. Removal of trees – The proposed project will increase the number of trees on the site.

Currently, there are eight eucalyptus trees along the west property line and five trees along the north property line, which would be removed as part of the alley widening. Exhibit H is the Planting Plan. It shows eight trees along the west property line and five trees along the north property line. Other existing trees remainder of the site would be removed and new trees planted. The LMC requires one (1) tree per 300 square feet of landscape area, and of those, one (1) tree for every five single-row parking spaces. There is approximately 8,744 square feet of landscape area, which requires 29 trees. Exhibit H shows 31 trees resulting in a net increase in trees on the site. There are 27 parking spaces, which requires five trees and 12 are provided.

6. The above are infringements on rights to peace and quiet. See Item 1 on noise.
7. Lowering of property values as a result of infringements. The project's effect on property values has not been ascertained.
8. CEQA conducted without the inclusion of neighbors. - The Notice of Intent to adopt an MND was posted on the project site, in the public ROW in front of the site, at Lakewood City Hall, on the City website, at Bloomfield Park, at Mayfair Park, and at the County Clerk's office, at least 20 days prior to the public hearing.

Also, the CUP notice was posted on the City's webpage, mailed to property owners within a 300-foot radius of the subject property, posted at the subject site and in three public places on

Thursday, June 22, 2017, pursuant to Section 9422, et seq., of the Lakewood Municipal Code and State Law.

9. Given only two week notice of the public hearing. – See Item 8 above.

Petition Heading

1. Noise, unnecessary noises or sounds. – The environmental review found that project noise would be reduced to a less than significant level with implementation of the mitigation measures contained in the Environmental Checklist and Initial Study.
2. Pollution (car fumes while idling, auto exhaust from smog test station, and have not been informed of the type and scope of the auto service). - The environmental review found that the project will not violate any air quality standard or contribute significantly to an existing or projected air quality violation. The project will not result in excessive airborne dust during construction following implementation of the mitigation measures listed below. The project does not have the potential to significantly conflict with applicable plans, policies, or regulations adopted for the purpose of reducing post construction air quality emissions.
3. View and appearance. - The Development Review Board reviewed DRB Case No. 8607 on January 25, 2017 for the proposed project and recommended approval of the project to the Planning and Environment Commission (PEC), of a Conditional Use Permit (CUP) to allow the installation and operation of an automated car wash in accordance with the provisions of LMC Section 9347.D.3. and subject to conditions which were incorporated into the PEC Resolution of Approval.
4. Property values. - The project's effect on property values has not been ascertained.
5. We [the petitioners] have been happy to have McDonalds as neighbors and hope that you [the city] can find a similar business for this area. – Noted.

PEC Minutes (new issue areas not addressed above)

1. Mr. Pinette: There is no need for another carwash. – The number of carwashes in the trade area was not examined as a part of this project.
2. Loretta Croom: How the applicant would minimize noise and light. – For noise, see Item 1 under Pinette letter. For light, a photometric survey was prepared for this project and found that that proposed exterior illumination to be in compliance with the Lakewood Municipal Code (see Appendix “C”). The project will not create substantial light or glare, which would otherwise adversely affect day or nighttime views in the area.

PEC AGENDA

July 6, 2017

APPLICATION FOR: Conditional Use Permit No. 948

LOCATION: 6741 Carson Street

APPLICANT: Mr. Mario S. Torres representing SRK Architects

PROPOSED USE: Establishment of a carwash with covered outdoor vacuum stations and a car service building

ZONING: C-3 (Intermediate Commercial)

INTRODUCTION

The applicant, Mr. Mario S. Torres representing SRK Architects, is requesting approval of Conditional Use Permit No. 948 to establish a carwash with covered outdoor vacuum stations and a car service building at 6741 Carson Street and the related Mitigated Negative Declaration. The site is designated by the General Plan for Commercial uses and the site is located in the C-3 (Intermediate Commercial) zone.

Pursuant to LMC Section 9341.B, all uses in the C-1 (Neighborhood Commercial) zone “shall be conducted wholly within a building except a plant nursery, gasoline, oil or petroleum product pumps, newsstand, outdoor advertising, commercial parking lots, vehicular parking and loading spaces, *vacuums, vacuum stations, and other outdoor equipment and activities normally associated with a carwash as permitted in conjunction with such facilities*, and other outdoor accessory uses, displays, and storage, which are normal and incidental to the primary permitted commercial use, where otherwise allowed or authorized by this Part. No required vehicle storage space or landscaped area shall be devoted to outdoor displays or storage.” LMC Section 9347.A allows any use permitted as a matter of course in the C-1 zone to be in the C-3 zone under the same specified conditions.

Pursuant to LMC Section 9347.D.11 a Conditional Use Permit is required for establishment of a carwash in the C-3 zone. That Section allows for “...vehicle wash racks, carwashes, or any permanent facility offering hand and/or mechanical washing, which includes detailing, waxing, or cleaning of non-commercial vehicles, and whether self- or full-service. Carwash facilities may include outdoor vacuums, vacuum stations, and other outdoor equipment and activities normally associated with a carwash. Other activities and uses may co-locate with a carwash as deemed acceptable by the Planning and Environment Commission.”

STATEMENT OF FACTS

Area Description

The project site is on the north side of Carson Street, approximately 350 feet west of the intersection of Los Coyotes Diagonal and Carson Street. To the north and west, across a 20-foot wide public alley, are single-family residential dwellings in the R-1 (Single-Family Residential) zone. To the east is a commercial strip center in the C-3 zone. To the south, across Carson Street within the City of Long Beach, is the Heartwell golf course. The portion of Carson Street adjacent to the site is within the City of Long Beach (see Vicinity Map and Aerial View). The closest residential properties are approximately 20 feet north and east of the site. The following table lists the land uses and zoning designations for the site and the surrounding properties.

AREA	EXISTING LAND USE	ZONE DESIGNATION
Subject Site	Commercial	C-4 (General Commercial)
North	Single-Family Homes	R-1 (Single-Family Residential)
East	Commercial	C-4 (General Commercial)
South	Heartwell golf course	P (Park - City of Long Beach)
North	Single-Family Homes	R-1 (Single-Family Residential)

Site Description

The project site is rectangular in shape and is approximately 1.11 acres in area and will have a net area of 1.06 acres following five-foot alley dedications along portions of the north and west property lines and a 10-foot by 10-foot truncation of the northwest corner of the property as part of the alley dedications. The site is accessed primarily from Carson Street and has 173 feet of street frontage. The easterly 20 feet of the property is a vehicle easement used for access by the adjacent commercial site. The site is developed with a former 4,888 square-foot, single-story, McDonald's drive-thru restaurant. There is also a freestanding sign (but lacking a sign face), three flagpoles, a trash enclosure, a paved parking lot, and ornamental landscaping.

Project Description

The project calls for conversion of the existing restaurant building into a self-service style of carwash and for the construction of a new car service building. Most of the former 4,888 square-foot McDonald's drive-thru restaurant will be demolished, but the west wall of the former restaurant will be incorporated into the new carwash building. The existing trash enclosure will be demolished and replaced with a new trash enclosure.

The new carwash building will approximately 3,100 square feet and includes the main car wash tunnel, an equipment room with openings in the wall to support vending machines for carwash customers, a storage room, bathroom, office, electrical equipment room, a canopy above the

tunnel entrance, and a canopy above the customer waiting/viewing area. The carwash building will have an overall height of 30 feet.

A new 3,900 square-foot car service building will be built at the north portion of the property. The car service building will include a reception area, bathroom, storage room, and five service bays. Potential auto services may include auto repair, oil and lube services, tire installation, window tinting and any other automobile service or services as allowed by Section 9347.B.3 of the Lakewood Municipal Code. Section 9347.B.3 permits automobile repair garages in the C-3 zone but prohibits body and fender work or auto painting businesses.

The site will have two entrance/exit driveway approaches at Carson Street. Two additional access points will connect with the alley at the west side of the property. As noted above, there will be five-foot alley dedications along portions of the north and west property lines and a 10-foot by 10-foot truncation of the northwest corner of the property as part of the alley dedications. The dedicated alley must be improved and paved to the satisfaction of the Director of Public Works.

There will be two carwash queue lanes. The queuing lanes will have a self-serve pay station where customers will select the type of wash and make their payment. The two lanes converge to the entrance to the carwash tunnel. The carwash tunnel will include a blower to dry cars as they exit. After exiting the carwash tunnel, drivers may exit directly onto Carson Street, or turn to the left to gain access to the self-serve vacuum stations.

The project will have 27 parking spaces including two ADA accessible parking spaces. There will also be one 10' x 25' loading zone space near the northwest corner of the building. A covered trash enclosure and vacuum equipment enclosure will be located on the east side of the site. The 16 spaces on the east side of the carwash building will be used as covered outdoor vacuum stations. The vacuum stations will be covered with fabric canopies. The overall height of the vacuum canopies will be less than 14 feet. An 88 square-foot vacuum enclosure will be constructed at the east side of the site at the north end of the vacuum canopies. The enclosure will be of masonry construction to reduce noise. The applicant's proposed hours of operation are shown below and are incorporated into the proposed Resolution of Approval.

Building	Monday-Saturday	Sundays
Carwash	7:30 AM to 8:00 PM or 30 minutes after dusk, whichever comes first	8:00 AM to 8:00 PM or 30 minutes after dusk, whichever comes first
Car service building	7:30 AM to 7:00 PM	9:00 AM to 7:00 PM

The applicant intends to utilize the existing freestanding sign and three flag poles adjacent to Carson Street as part of this project.

Development Review Board

The Development Review Board reviewed DRB Case No. 8607 on January 25, 2017 for the proposed project and took the following actions:

RECOMMEND APPROVAL to the Planning and Environment Commission (PEC), of a Conditional Use Permit (CUP) to allow the installation and operation of an automated car wash in accordance with the provisions of LMC Section 9347.D.3. and subject to the following conditions.

This recommended action was taken by unanimous vote of a quorum of the Development Review Board (DRB) in consideration that all the required findings specified by the Lakewood Municipal Code (LCM) Section 9484.1 are being made in a positive manner supporting the development of the related project. This action is not appealable as it is an advisory recommendation only. The Development Review Board is recommending to the PEC the following conditions, which if adopted by the PEC shall be completed by the applicant to the satisfaction of the Community Development Department:

1. Conditional Use Permit. The applicant shall submit for review revised plans and obtain approval of a CUP from the PEC to allow the installation and operation of a new car wash in conformance with LMC Section 9347.D.3.
2. Revised Plans. The DRB recommends that the plans be revised as follows:
 - All driveways shall be 24' wide.
 - Outline blue path of travel with 3" white stripe when crossing or using driveway.
 - Delete the western "escape drive (old drive-thru lane) and direct this drive to the alley.
 - Replace the western drive with a landscaped area that can be used as an on-site bioswale.
 - Remove the north doors on the 5-bay repair facility to reduce impacts on adjacent homes.
 - Add detail regarding night security lighting and security camera system.
 - Add detail regarding on-site directional signage.
 - Submit detail of landscape and irrigation plans.
 - Determine if sewer has adequate capacity.
3. Compliance. All existing structures shall be properly permitted and sited in compliance with the Lakewood Municipal Code. Any non-complying structures shall either be removed or properly permitted, prior to final inspection of the requested improvements. Signage shall require additional approval from the Development Review Board.
4. NOV. There is an active code enforcement case related to this property. A Notice of Violation for Service Request Number 382219 was issued on March 3, 2016. The violations

listed shall be resolved and the case closed prior to final inspection. The demolition of the existing building and trash enclosure with permits, closing existing permits and removal of all waste and debris from the site should resolve the listed issues.

5. Permits. After obtaining approval of the CUP, the applicant shall submit the revised plans; obtain permits to install a new car wash in accordance with the approved plans, which are on file with the Community Development Department. All construction shall obtain a successful final inspection.
6. Facility Operation. The car wash shall be operated in compliance with LMC Section 9347.D.3. in such a manner that it does not become unsightly, produce disturbing noise or odors or interfere with the normal ingress and egress movements.
7. Materials. The applicant shall coordinate and/or match throughout, all architectural elements, including fascia. All windows and doors shall match in terms of trim and style on each elevation. All roofing materials shall match and all exterior materials, textures and colors shall blend.
8. Paint Scheme. The applicant shall install the requested paint scheme, in accordance with the approved plans, which are on file with the Community Development Department
9. Trash Collection. Prior to final inspection the trash collection procedures and enclosures shall comply with current City requirements. This includes capacity for recycling (split or double bin) and organic waste storage as required to comply with AB 1826 (2014). All trash bins shall be in an enclosure. The trash enclosure shall be constructed with: a) a rainproof roof, b) welded wire mesh or other acceptable material between the roof and wall leaving no gap greater than two inches wide and c) have a lockable entry door that is a minimum 6'8" in height. The trash enclosure shall be painted one consistent color to be compatible with the adjoining building.
10. Business Licenses. All contractors, including subcontractors, shall have a properly issued city business license. A record of these is required to be given to the inspector at final inspection.
11. Landscaping and Irrigation. The landscape and irrigation shall be installed in accordance with the approved plans. Vegetation shall be installed to provide an attractive and vibrant streetscape with proper maintenance and replacement where necessary.
12. Drought. In response to the on-going drought and state-mandated water conservation measures, the consideration of alternatives to the use of turf is encouraged and the use of high-efficient water-conserving irrigation technology systems (e.g. drip irrigation, low-volume micro-spray rotating irrigation heads, etc.) is highly encouraged. The installation of water-conserving irrigation systems is required if the system is new or is being substantially replaced (50% or more). The installation of landscape and irrigation systems is required to comply with California Code of Regulations, Chapter 2.7 Model Water Efficient Landscape Ordinance. Information regarding water conservation/water rebate programs for Lakewood is located at: <http://www.lakewoodcity.org/services/request/water/rebates.asp>.
13. Maintenance. Property owners are required to properly maintain their commercial buildings and surrounding landscaping at all times in an aesthetically pleasing manner and in compliance with the Lakewood Municipal Code (LMC 4323 and 4221.1). This means proper and continuous maintenance of all landscaping and structures including all buildings,

roofs, painting, walls/fences, ADA paths-of travel, parking lot surface and striping. *The DRB recommends that where the blue striped ADA paths-of-travel cross asphalt driveways, that the pathway be outlined with a 3" wide white stripe on each side to increase the visibility of the crosswalk.* Any cracked, faded, stained or peeling painted surface shall be repainted. All exterior surfaces shall be repaired or replaced regularly to provide a new or near-new appearance. All graffiti shall be removed in a timely manner (no more than 7 days). There shall be no dead, diseased, missing or overgrown vegetation. Vegetation shall be properly trimmed in proportion to adjoining structures and shall not encroach onto or into public sidewalks or roadways. Vegetation in the parkway planter shall not exceed six inches in height. Drought tolerant landscaping does require periodic trimming.

Sheriff's Department

The Los Angeles County Sheriff's Department submitted a letter dated June 1, 2017 commenting on the proposed use, which is attached to this report. The Sheriff's Department reports that they conducted a review of calls for service for a two-year time period for the project site and did not find any incidents that directly reflect negatively on the proposed business. However, based on past histories with these types of businesses, the Sheriff's Department requests the following conditions be placed on the proposed business should the Conditional Use Permit be approved. These conditions have been incorporated into the proposed Resolution of Approval and are shown below.

1. Parking should be configured for and maintained with sufficient lighting to illuminate the appearance and conduct of all persons in parking areas.

Resolution wording: Parking shall be configured for and maintained with sufficient lighting to illuminate the appearance and conduct of all persons in parking areas. All exterior lighting shall be designed and arranged so as not to reflect direct or indirect light upon abutting or adjacent properties, with a maximum light spill of point .5 foot candles at grade level.

2. Emphasize the importance of effective communication between the managers of the establishment regarding professional business practices.

Resolution wording: Managers shall emphasize the importance of effective communication between the managers of the establishment regarding professional business practices.

3. Management should have an ongoing liaison relationship with members of the Sheriff's Department, so that communication can be easily facilitated if problems occur.

Resolution wording: Management shall have an ongoing liaison relationship with members of the Los Angeles County Sheriff's Department, so that communication may be easily facilitated if problems occur and to ensure a strong level of communication for crime prevention and problem solving efforts.

4. The establishment should be required to have a working "State of the art" video surveillance system in place to allow Sheriff's personnel to assist in criminal investigations. The storage medium should be secured in such a manner as to not to facilitate the easy removal from unauthorized personnel or employees under duress.

Resolution wording: The carwash and car service buildings shall have working "state of the art" video surveillance system in place to assist Los Angeles County Sheriff's personnel in their criminal investigations. The storage medium shall be secured in such a manner as to not to facilitate the easy removal from unauthorized personnel or employees under duress.

5. The establishment should be required to have a "state of the art" silent robbery alarm system in place to allow employees to promptly report crimes in progress, if they are safely able to do so.

Resolution wording: The carwash and car service buildings shall have a "state of the art" silent robbery alarm system in place to allow employees to promptly report crimes in progress, if they are safely able to do so.

6. No alcohol allowed, including refusal of services to any intoxicated person, or person who is under the influence of a controlled substance.

Resolution wording: Management shall ensure that no alcoholic beverages are allowed on the site and shall refuse services to any intoxicated person, or person who is under the influence of a controlled substance.

7. This CUP shall be subject to a six-month review after the initial opening of the carwash facility allowing input from the Sheriff's Department for any concerns that may arise.

Resolution wording: This CUP shall be subject to a six-month review after the initial opening of the carwash facility to ensure that the facility has complied with the requirements contained in this Resolution and to allow input from the Sheriff's Department for any concerns that may arise.

Accordingly, the above conditions are incorporated into the proposed Resolution of Approval.

Code Requirements

A Conditional Use Permit for the proposed use can only be approved upon findings of the Planning and Environment Commission (PEC) that the proposed use, subject to any conditions imposed, will not be detrimental to surrounding property or residents. A finding that the proposed use is in accord with the following principles and standards is necessary in each case, as specified in LMC Section 9401.

1. *The proposed conditional use shall not be in substantial conflict with the General Plan.*

The subject site is designated for Commercial uses by the General Plan and is in the C-3 (Intermediate Commercial) zone. The proposed use is commercial in nature and therefore compatible with both the General Plan land use designation of the site and with the zoning designation of the site. Potential conflicts with the General Plan relating to specific areas, such as air quality, noise, and traffic, have been addressed in the Environmental Checklist and Initial Study prepared for this project and mitigation measures were identified and are included in the proposed Resolution of Approval.

2. *The nature, condition, and development of adjacent uses, buildings, and structures shall be considered, and no CUP shall be granted where such use will adversely affect or be materially detrimental to said adjacent uses, buildings, or structures.*

Air Quality

During the demolition and construction phase, fugitive airborne dust may impact adjacent uses however such an impact will be less than significant following implementation of the mitigations measures included in the Environmental Checklist and Initial Study prepared for this project.

Hazards and Hazardous Materials

An Asbestos and Lead Paint Survey and Hazardous Building Materials Inventory Report were prepared for this project (see Appendix "F" for report and summary memo). The analysis detected asbestos in some of the roof penetration mastic, 264 fluorescent light tubes and four compact fluorescent light tubes throughout the structure, and a refrigerator and an ice machine. The report includes measures by which the roof mastic should be removed, handled, and disposed of, as well as the fluorescent lighting and refrigerants. These measures have been included as mitigation measures for the project.

Noise

The carwash will include various pieces of mechanical equipment including blowers for drying automobiles, motors, vacuums, and pumps. Blowers for drying automobiles are capable of producing excessive levels of noise. The closest residential properties are single-family homes that are approximately 20 feet to the north and south as measured from

property line to property line. A noise study was prepared for this project (see Appendix "I" contained in the Environmental Checklist and Initial Study).

The noise study found existing off-site traffic noise levels range between 68.5 to 76.63 dB(A) CNEL. Existing traffic noise plus the project levels resulting from additional traffic generated by the project is estimated to be in the range of 68.53 to 76.64 dB(A) CNEL, which is an increase of 0.01 to 0.03 dB(A) CNEL. Therefore, a change in noise from increased vehicle traffic would not be audible.

The noise study found that noise levels from on-site operations of the project could exceed 65dB(A) at nearby residential property lines. That study found that project noise would be reduced to a less than significant level with implementation of the mitigation measures contained in the Environmental Checklist and Initial Study. With mitigation, worst case noise levels at the residential property lines would range from 43 dB(A) (north of the car service building) to 60 dB(A) at a point along the rear property line of 4112 Ostrom Avenue, which is west of the site. Worst case noise levels include 1) all components of the carwash operating including the dryer, 2) all vacuums being utilized, 3) activity in the parking lot such as conversation, doors slamming, engines starting and stopping, and vehicle passage, and 4) use of the car service building as a tire store with all five bays operating and generating noise associated with the operation of air compressors, air impact wrenches, car lifts, tire balancer machines and a variety of other tools.

3. *The site for a conditional use shall be adequate in size and shape to accommodate the yards, walls, fences, parking and loading facilities, landscaping and other development features required by this Chapter, or as required as a condition in order to integrate said uses with the uses in the neighborhood.*

Properties in the C-3 zone are not required to have minimum setbacks if there are no properties classified for "R" purposes within the same block as the site and the site does not abut any R-1- or R-A-zoned properties. The project will have a 50-foot front yard setback, a four-foot setback at the car service building's east side, and 11'-6" west side yard and 10-foot rear yard setbacks following the required five-foot alley dedications. The project does not propose any new fences or boundary walls.

The project will have 27 parking spaces including two ADA accessible parking spaces. There will also be one 10' x 25' loading zone space near the northwest corner of the building. The 16 spaces on the east side of the carwash building will be used as self-service vacuum stations. The Lakewood Municipal Code does not contain a specific parking standard for carwashes or auto repair business.

Section 9490.1 provides that "where the parking requirements for a use are not specifically defined in this chapter, the same shall be determined by the Director of Community

Development or may be referred to him by the Planning and Environment Commission for such determination. Any determination made by the Director of Community Development shall be subject to review by the Planning and Environment Commission. All such determinations shall be based upon the requirements for the most comparable use specified herein and within the spirit and intent of this chapter.” The project requires a Conditional Use Permit and approval by the Planning and Environment Commission.

For service stations, LMC Section 9490.X requires one parking space for each bay plus two additional spaces for employee parking and that standard was used here for the proposed car service building. The proposed car service building will have five service bays. The project will have 16 vacuum station spaces (including one ADA space), 11 open spaces next to the car service building (including a second ADA space), and one 10' x 25' loading zone space. The applicant has indicated that the project will have a total of six to eight employees (see Architectural Sheet A2.0). Applying LMC Section 9490.X of one parking space for each service bay plus two additional spaces for employees would yield seven parking spaces. Providing an additional two employee parking spaces for the carwash would require a total of nine parking spaces. The project proposes 11 open parking spaces and anticipates up to eight employees. There will be adequate parking to accommodate the project whether it is based on the number of employees or service bays.

4. *The site for the conditional use shall be served by highways or streets adequate in width and improved as necessary to carry the kind and quantity of traffic such use would generate.*

The subject site is served by Carson Street and a public alley. The portion of Carson Street adjacent to the site is within the City of Long Beach and the alley is in Lakewood. A traffic study was prepared for this project. The traffic analysis found that the project will have a less than significant impact with respect to traffic and site queuing. Five-foot alley dedications are required along the site's north and west property lines to comply with current City standards. The dedicated alley must be improved and paved to the satisfaction of the Director of Public Works.

5. *That all other conditions and limitations imposed by this Chapter in connection with the proposed application for a CUP have been made. LMC Sections 9347.D.5 and 9350.B.2 allow Commercial Recreational uses provided that a CUP has been obtained and that the following conditions and standards are met and maintained at all times:*

The analysis which appears above has covered all relevant Lakewood Municipal Code requirements.

CEQA

An Initial Study has been prepared for the proposed project pursuant to Section 15063 of the California Environmental Quality Act (CEQA) Guidelines, as amended. A Mitigated Negative Declaration has been prepared for the project, pursuant to Section 15070 et seq., of the Guidelines. The project was found to have no significant effect on the environment following implementation of the mitigation measures contained therein.

Notification


Notification of the public hearing for this Conditional Use Permit was posted on the City's webpage, mailed to property owners within a 300-foot radius of the subject property, posted at the subject site and in three public places on Thursday, June 22, 2017, pursuant to Section 9422, et seq., of the Lakewood Municipal Code and State Law.

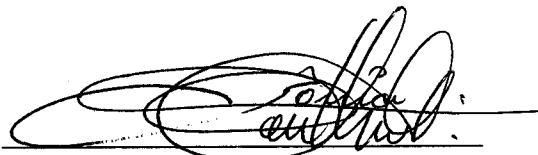
SUMMARY

The applicant is applying for a Conditional Use Permit for the establishment of a carwash facility with covered outdoor vacuum stations and a car service building. The proposed use will be in compliance with the principles and standards under Section 9401 of the Lakewood Municipal Code.

RECOMMENDATION

Staff recommends that the Planning and Environment Commission hold a public hearing and following the hearing move to adopt the attached resolution approving Conditional Use Permit No. 948 subject to the findings and conditions contained therein and approve the associated Mitigated Negative Declaration.



Paul Kuykendall, AICP
Senior Planner

Sonia Dias Southwell, AICP
Director of Community Development



OFFICE OF THE SHERIFF

COUNTY OF LOS ANGELES

HALL OF JUSTICE

JIM McDONNELL, SHERIFF



June 1, 2017

Carol Flynn Jacoby
City of Lakewood
5050 Clark Avenue
Lakewood, California 90712

Dear Mrs. Jacoby:

The purpose of this letter is to advise you regarding the review of the Conditional Use Permit 948 for a "Car Wash and Car Service Establishment."

REVIEW OF CONDITIONAL USE PERMIT (CUP) 948 - Review of the application for Conditional Use Permit at "6741 Carson Street, "Car Wash and Car Service Establishment."

We have conducted a review of calls for service for a two year time period for the business complex located at 6741 Carson Street. We did not find any incidents that directly reflect negatively on the proposed business. There were no complaints to this property. There are no records of any complaints of parking issues directly related to the business/property. However, based on past histories with these types of businesses, we have some concerns regarding these types of establishments.

- Parking should be configured for and maintained with sufficient lighting to illuminate to appearance and conduct of all persons in parking areas.
- Emphasize the importance of effective communication between the managers of the establishment regarding professional business practices.

211 WEST TEMPLE STREET, LOS ANGELES, CALIFORNIA 90012

A Tradition of Service
— Since 1850 —

Mrs. Carol Flynn Jacoby
City of Lakewood
June 1, 2017
Page 2

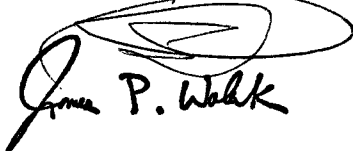
- Management should have an ongoing liaison relationship with members of the Sheriff's Department, so that communication can be easily facilitated if problems occur.
- The establishment should be required to have a working "State of the art" video surveillance system in place to allow Sheriff's personnel to assist in criminal investigations. The storage medium should be secured in such a manner as to not to facilitate the easy removal from unauthorized personnel or employees under duress.
- The establishment should be required to have a "State of the art" silent robbery alarm system in place to allow employees to promptly report crimes in progress, if they are safely able to do so.
- No alcohol allowed, including refusal of services to any intoxicated person, or person who is under the influence of a controlled substance.
- This CUP shall be subject to a six month review after the initial opening of the carwash facility allowing input from the Sheriff's Department for any concerns that may arise.

If this request is approved, we recommend the proposed business of Car Wash and Car Service management should have an ongoing liaison relationship with the Sheriff's Department and the city of Lakewood, to ensure a strong level of communication for crime prevention and problem solving efforts.

If there are any further questions, you may contact Lieutenant Richard Harpham at (562) 623-3603.

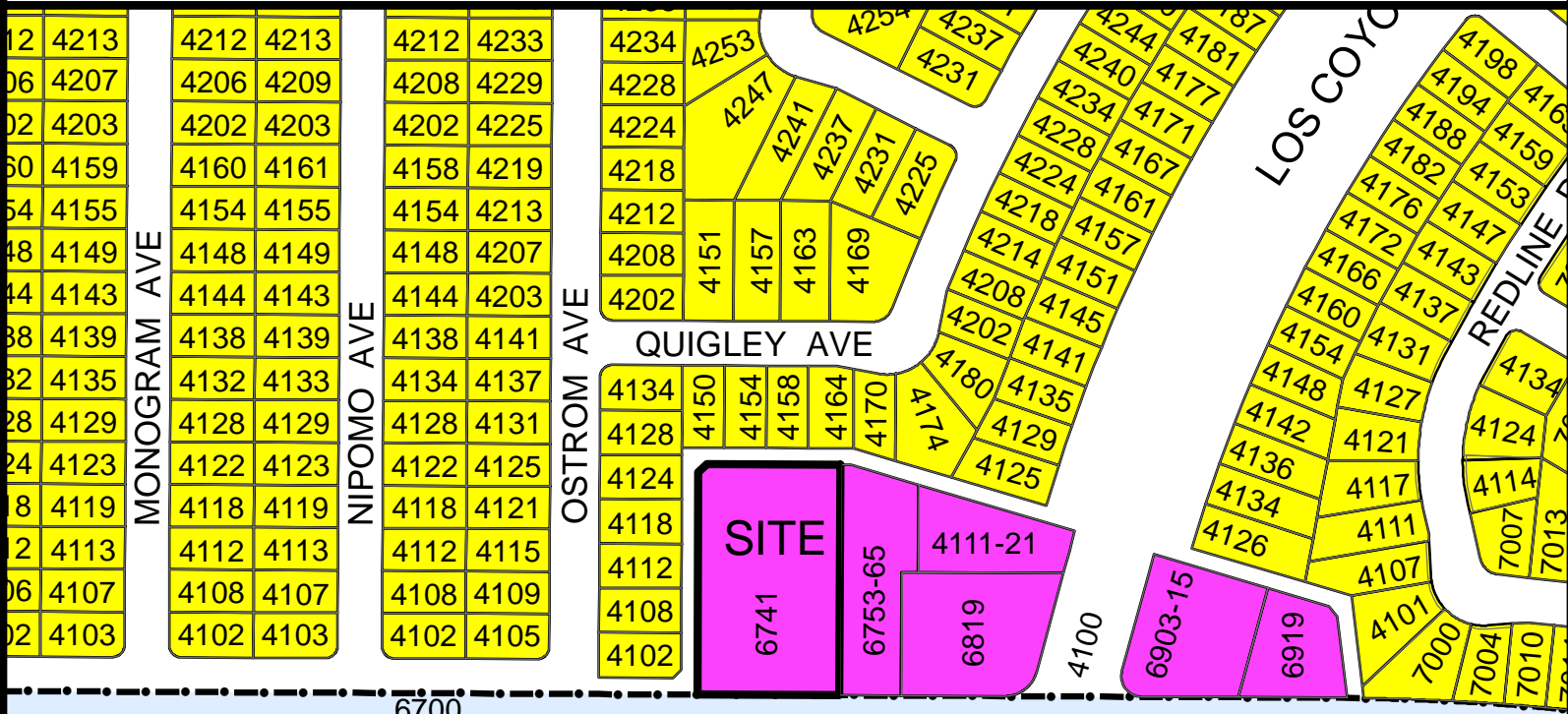
Sincerely,

JIM McDONNELL, SHERIFF

A handwritten signature in black ink, appearing to read "James P. Wolak", is written over a circular stamp or seal.

James P. Wolak, Captain
Commander, Lakewood Station

VICINITY MAP



AERIAL VIEW

SITE

CONDITIONAL USE PERMIT NO. 948
6741 CARSON STREET
PARKCREST CARWASH



EXHIBIT "A"



SITE PLAN KEY NOTES:

1. NEW TRUCK ENCLOSURE
2. NEW ACCESSIBLE PARKING STALL
3. NEW VAN ACCESSIBLE PARKING STALL
4. NEW ACCESSIBLE DRIVEWAYS
5. NEW CAR WASH PARKING STALLS
6. NEW PARKING STALLS
7. NEW DRIVE
8. NEW DRIVEWAY
9. NEW CONCRETE CURB
10. NEW PLANTING AREA
11. NEW CANOPY ABOVE
12. EXISTING PLANTING AREA
13. EXISTING DRIVEWAY (NO CHANG)
14. EXISTING PLANTING AREA
15. EXISTING TRANSFORMER
16. EXISTING AC PAVEMENT
17. EXISTING CHAI WALL
18. EXISTING SIGN & FLAG POLES TO REMAIN
19. 10'-0" x 25'-0" LOADING AREA

LEGEND:

- PROPERTY LINE
- ADA PATH OF TRAVEL
- DOUBLE HEADED POLE
- CUT OFF WALL RACK
- LINEAR "WATERPROOF" MOUNTED UNDER CANOPY
- FORWARD THROW LIGHT POLE CUT OFF
- PENDANT TYPE "A"
- UP/DOWN SCORCE ON MAIN FACADE



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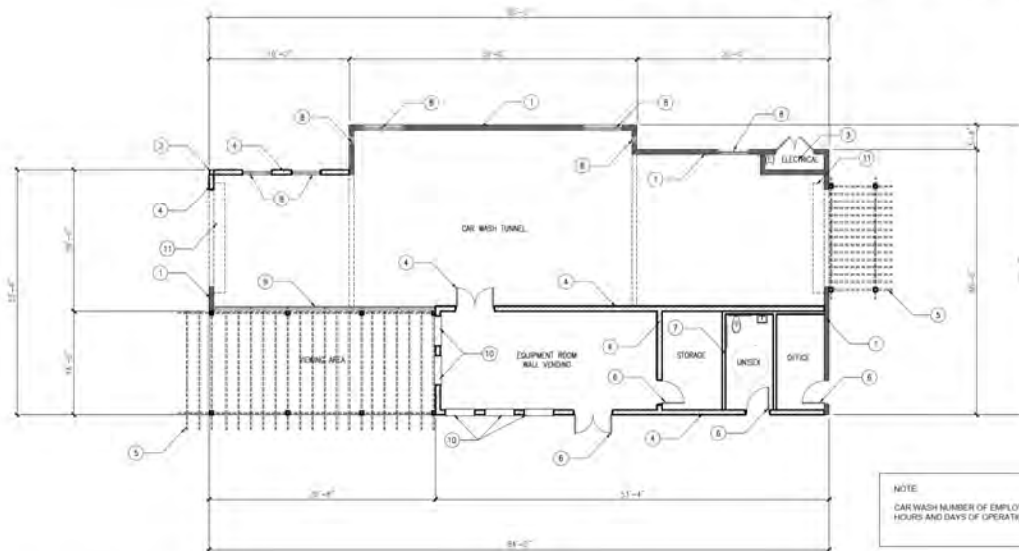


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SITE PLAN
A1.0

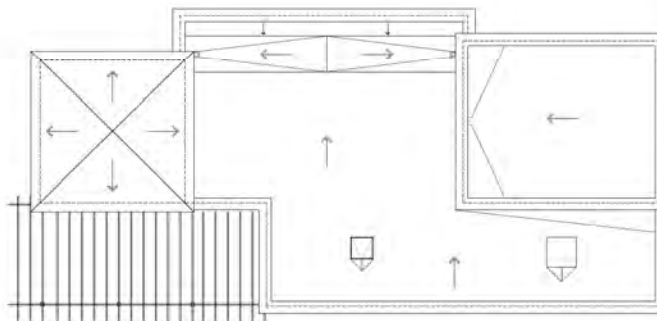


EXHIBIT "B"



1
A2.0 FLOOR PLAN - CAR WASH

SCALE: 1/8" = 1'-0"



1
A2.0 ROOF PLAN - CAR WASH

SCALE: 1/8" = 1'-0"



PLAN KEY NOTES:

- 1 EXISTING CAR WALL
- 2 EXISTING COLUMN
- 3 EXISTING ELECTRICAL ROOM
- 4 NEW CAR WALL
- 5 NEW WOOD CANOPY ASBEST
- 6 NEW ASBEST
- 7 NEW WALL
- 8 NEW METAL GRID SCREEN
- 9 NEW WINDOW GLASS WOODEN FRAME WITH LT. TINTED GREEN GLASS
- 10 NEW OPENING FOR VENDING MACHINE
- 11 NEW METAL ROLL-UP DOOR



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ALL DIMENSIONS AND NOTATIONS ARE BASED ON THE INFORMATION PROVIDED BY THE CLIENT AND THE ARCHITECT'S FIELD SURVEY. THE ARCHITECT ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION PROVIDED BY THE CLIENT.



Issue Description Date

Drawn: JET Checked: JET

Scale: 1/8" = 1'-0" Date: 12/1/11

FLOOR PLAN
ROOF PLAN
CAR WASH


A2.0

LEGEND:

- EXISTING CAR WALL
- NEW CAR WALL
- NEW WALL

This architectural floor plan shows a building layout with various rooms and a central corridor. The plan is oriented with a north arrow pointing towards the top right. Dimensions are provided for the overall building and several key sections. The overall width is 34'-0" and the overall depth is 55'-0". Key dimensions include 14'-0" for a large section on the left, 18'-4" for a section in the middle, and 11'-0" for a section on the right. The plan includes a large hall with a staircase, a kitchen area, a dining area, a living area, and several bedrooms. Numbered callouts (1-15) are placed throughout the plan to indicate specific features or areas of interest.

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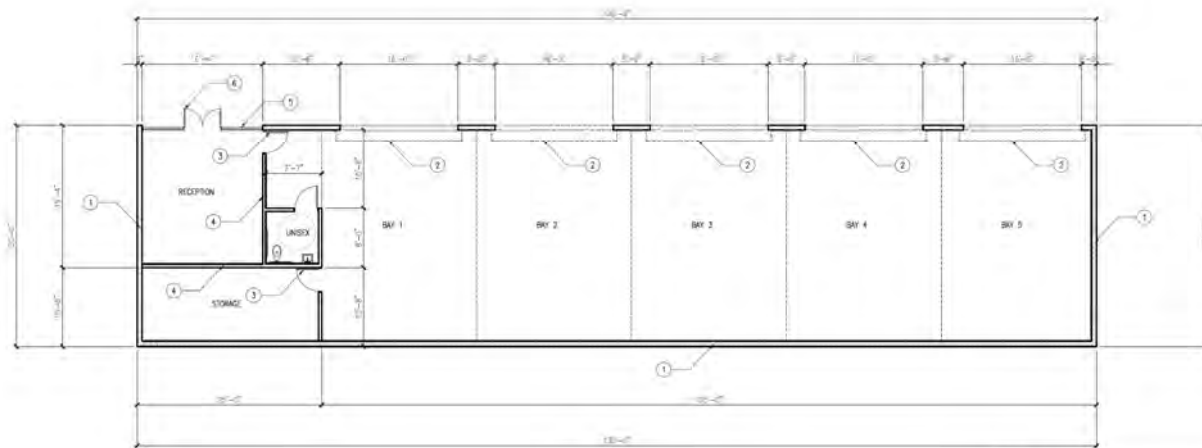
 — EXISTING CMU WALL
 — NEW CMU WALL
 — NEW WALL

A2.0a

EXHIBIT "D"

PLAN KEY NOTES:

- 1 NEW 2x6 WALL
- 2 NEW METAL ROLL-UP DOOR
- 3 NEW DOOR
- 4 NEW WALL
- 5 NEW WINDOW CLEAR ANODIZED ALUMINUM FRAME WITH 17 TINTED GREEN GLASS
- 6 NEW STOREFRONT DOOR
- 7 NEW METAL ROLL-UP DOOR WITH NOISE DAMPING



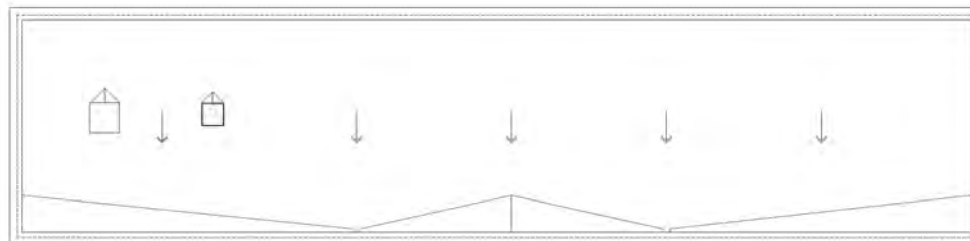
NOTE:
TYPE OF SERVICE: MECHANICAL SHOP
HOURS AND DAYS OF OPERATION: MONDAY THRU SUNDAY
7:00am TO 7:00pm

SCALE: 1/8" = 1'-0"



1
A3.0

FLOOR PLAN - CAR SERVICE



SCALE: 1/8" = 1'-0"



2
A3.0

ROOF PLAN - CAR SERVICE

LEGEND:

- NEW CAR WASH WALL
- NEW WALL



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Issue Description City of LA/ARCSO CD/SHARTEL By/Date Date

Drawn BY: Check BY: Detail Approver:

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FLOOR PLAN
AND ROOF PLAN
CAR SERVICE

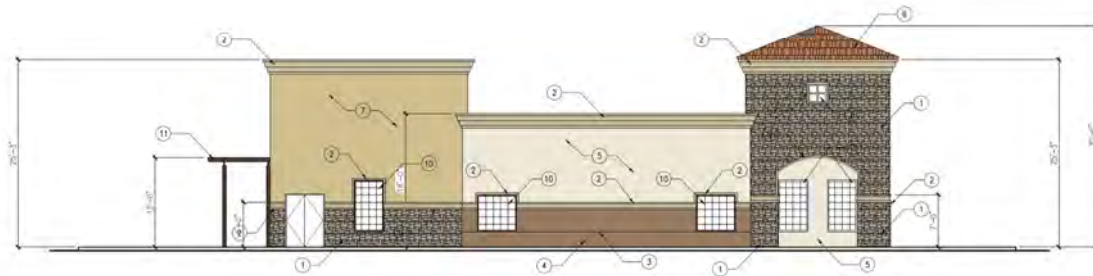
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A3.0

EXHIBIT "E"



1 EAST ELEVATION - CAR WASH

SCALE: 1/8" = 1'-0"



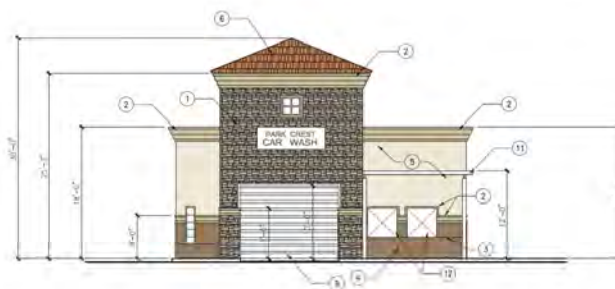
2 WEST ELEVATION - CAR WASH

SCALE: 1/8" = 1'-0"



3 NORTH ELEVATION - CAR WASH

SCALE: 1/8" = 1'-0"



4 SOUTH ELEVATION - CAR WASH

SCALE: 1/8" = 1'-0"

KEY NOTES:

- 1 STONE VENEER BY CORONADO STONE, VIRGINIA LITZEE HILLSIDE
- 2 STAIN MOLDING, WITH STUCCO COLOR COAT FINISH DUANE EDWARDS, DE 8000 HAND WOVEN
- 3 "TINY" REVER, COLOR TO MATCH ADJACENT WALL
- 4 LA HABRA STUCCO, DUANE EDWARDS, DE 8118, SHERIFF
- 5 LA HABRA STUCCO, X-82 HACENDA
- 6 OAKLE CONCRETE ROOF TILE, 24"X36", PER SQ FT, S-TYPE CASTSTRAND EXTRA, 150-6504
- 7 LA HABRA STUCCO, PAINT DUANE EDWARDS, DE 8142, TOASTED MAYS/MALLORY
- 8 WINDOW IN CLEAR ANODIZED ALUMINUM FRAME WITH LT. TINTED GREEN GLASS
- 9 METAL ROLL-UP DOOR, COLOR TO MATCH ADJACENT WALL
- 10 PAINTED METAL GRID SCREEN, DUANE EDWARDS, DE 8000 HAND WOVEN
- 11 WOOD CANOPY
- 12 OPENING FOR VENDING MACHINE



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LAKEWOOD, CA



Issue Description Date

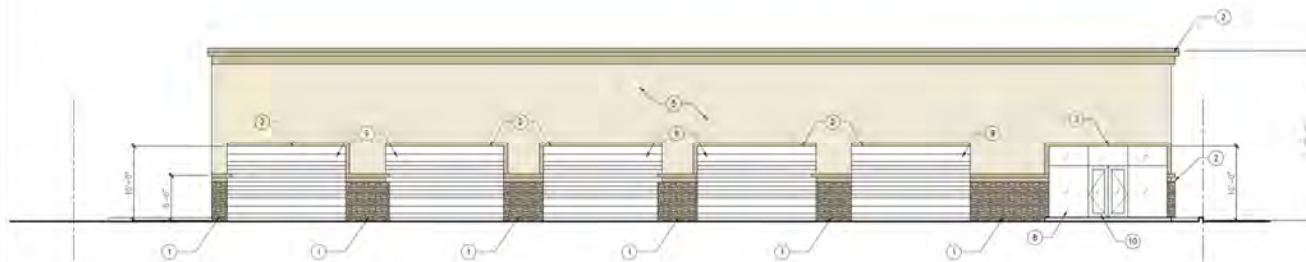
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Revised: 10/24/17 Issue: 10/24/17

ELEVATIONS
CAR WASH

A4.0

EXHIBIT "F"



1 SOUTH ELEVATION - CAR SERVICE

SCALE: 1/8" = 1'-0"

KEY NOTES:

- 1 STONE VENEER BY CORNWALL STONE, VIRGINIA (LEDGE HILL) 20
- 2 CORN MOULDING, WITH STUCCO COLOR COAT FRESH DAWN (TANNE), DE 6200 HAND WOVEN
- 3 TRIM REVEAL, COLOR TO MATCH ADJACENT WALL
- 4 LA HABRA STUCCO, DAWN (TANNE), DE 6115, SANDY
- 5 LA HABRA STUCCO, K-82 HAZARD
- 6 GABLE CONCRETE, ROOF T&L, BLUS, PER SQ. FT., 5-TYPE CHRISTMAS #200A, 20-200A
- 7 LA HABRA STUCCO, PAINT DAWN (TANNE), DE 6115, SANDY
- 8 WINDOW IN CLEAR ANODIZED ALUMINUM FRAME WITH 1/2" TINTED GREEN GLASS
- 9 METAL ROLL-UP DOOR, COLOR TO MATCH ADJACENT WALL
- 10 6'-0" x 7'-0" STOREFRONT DOOR



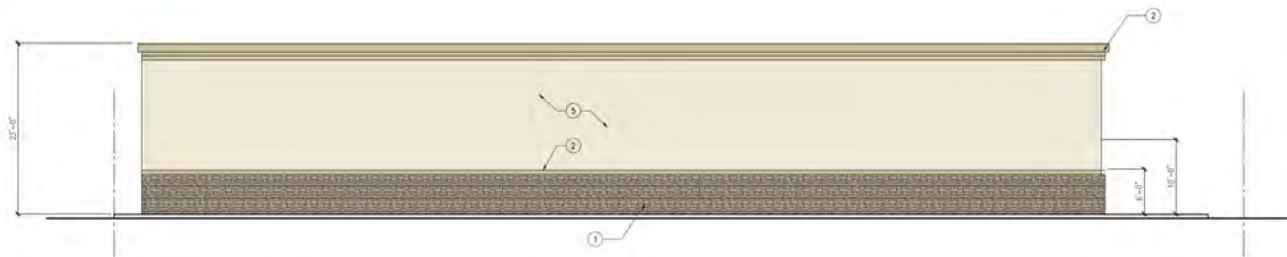
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AUTOMATED CAR WASH AND AUTO REPAIR CENTER

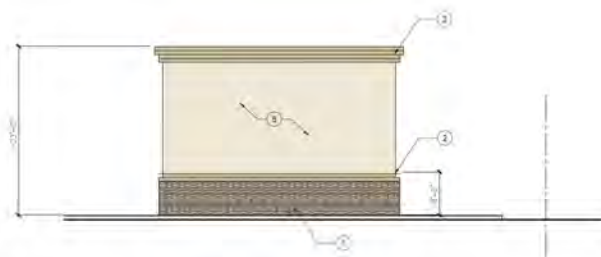
6741 CARSON STREET
LAKEWOOD, CA

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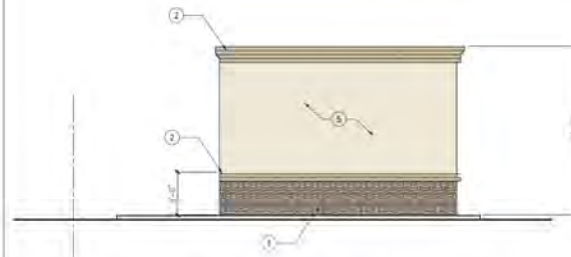
2 NORTH ELEVATION - CAR SERVICE

SCALE: 1/8" = 1'-0"



3 EAST ELEVATION - SERVICE

SCALE: 1/8" = 1'-0"



4 WEST ELEVATION - CAR SERVICE

SCALE: 1/8" = 1'-0"

Issue: CITY OF LAKEWOOD CIP SUBMITTAL Date: 05/15/17

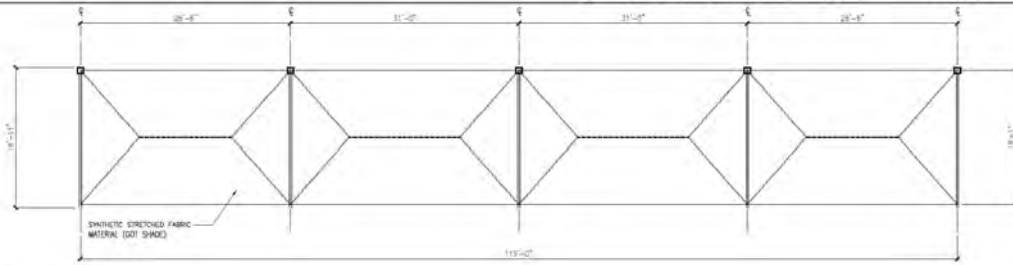
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Scale: 1/8" = 1'-0"

ELEVATIONS
CAR SERVICE

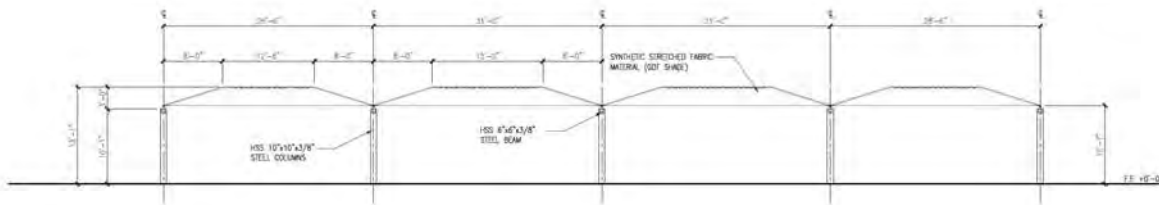
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EXHIBIT "G"



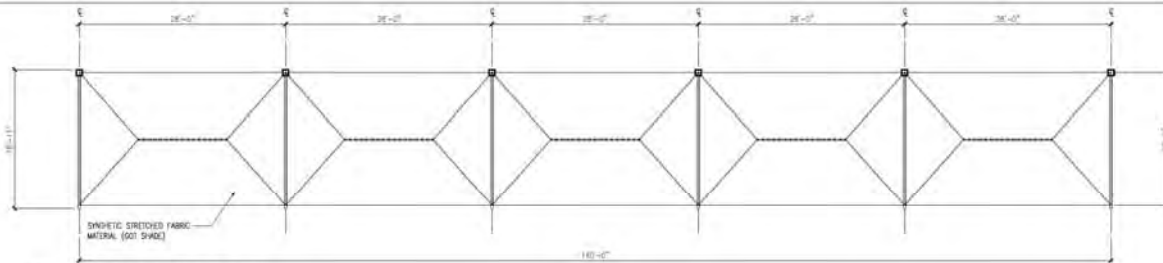
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A8.0 EAST CANOPY - LAYOUT PLAN

SCALE: 1/8" = 1'-0"



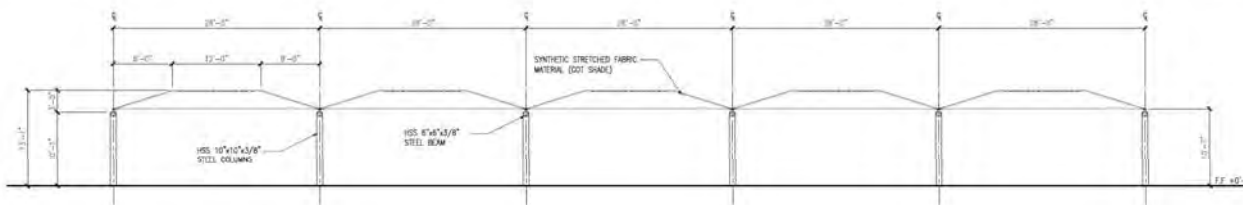
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A8.0 EAST CANOPY - ELEVATION

SCALE: 1/8" = 1'-0"



3
A8.0 WEST CANOPY - LAYOUT PLAN

SCALE: 1/8" = 1'-0"



4
A8.0 WEST CANOPY - ELEVATION

SCALE: 1/8" = 1'-0"



A



B



C



D



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Issue Description Date

Drawn: [] Check: [] Owner Approval: []

Job No: 15024-03 Scale: AS NOTED

**CANOPY PLAN
AND ELEVATIONS**

A8.0

EXHIBIT "H"



PLANT PALETTE:

TREES

- MELALEUCA QUINQUENARIA
PAPERBARK TREE
- PIRUS CALERYANA 'RED SPIRE'
RED SPIRE FLOWERING PEAR
- RHUS LANCEA
AFRICAN SUMAC
- EXISTING EUCALYPTUS TO REMAIN

MEDIUM SIZE SHRUBS, 3'-4' TALL

- ALOE ARBORESCENS
TORCH ALOE
- CALLISTEMON VIMINALIS 'LITTLE JOHN'
DWARF CALLISTEMON
- DIETES X 'NOLA ALBA'
KATRINA AFRICAN IRIS
- PHORMIUM TENAX 'AUTOPURPUREUM'
BRONZE NEW ZEALAND FLAX
- RUPELLIA PENINSULARIS
DESERT RUPELLIA
- WESTRINGIA FRUTICOSA 'GREY BOX'
DWARF COAST ROSEMARY

SMALL SHRUBS, 2'-3' TALL

- ALOE 'BLUE ELF'
ALOE 'BLUE ELF'
- ALOE RUDIKOPPE 'LITTLE GEM'
LITTLE GEM ALOE
- DIANELLA C. 'LITTLE BECCA'
LITTLE BECCA
- HESPERALOE PARVIFLORA
RED YUCCA
- MISCANTHUS T. 'SENTINEL'
SENTINEL
- RUSSELLIA EQUISETIFORMIS
FIRECRACKER PLANT

GROUND COVERS, 1'-2' TALL

- ARCTOSTAPHYLOS 'GREEN CARPET'
GREEN CARPET MANZANITA
- DIANELLA TASMANICA 'VARIEGATA'
WHITE STRIPED TASMAN FLAX LILY
- LANTANA M. 'SPREADING SUNSET'
SPREADING SUNSET LANTANA
- SEDUM ADOLPHI 'FIRESTORM'
STONECROP
- TRADESCANTIA PILLADA 'PURPLE HEART'
PURPLE HEART

PLANTING NOTES:

- EXISTING EUCALYPTUS TREE TO REMAIN, PENDING ON ARBORIST'S RECOMMENDATIONS
- EXISTING PYRUS TREES TO BE SAVED AND RELOCATED PER OWNER'S INSTRUCTIONS
- EXISTING FLAG POLES TO REMAIN

GENERAL NOTES:

- ALL PLANTING AREAS WILL BE IRRIGATED WITH A LOW FLOW IRRIGATION SYSTEM. A NEW SHUT OFF VALVE, FLOW SENSOR, REMOTE CONTROL VALVE, PIPES AND OTHER EQUIPMENT WILL BE INSTALLED.
- PRIOR TO PLANTING, PERFORM AGRONOMIC SOIL TESTING AND SOIL AMENDMENTS PER RECOMMENDATION BY SOIL LABORATORIES.
- INSTALL 3 INCHES OF SHREDDED WOOD OR HICK MATERIAL AS MULCH IN ALL NEWLY PLANTED AREAS UPON COMPLETION OF PLANTING.

LANDSCAPE AREA:

TOTAL LANDSCAPE AREA = 15,415 SQUARE FEET



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LAKEWOOD, CA



Issue	Description	Date
1	ISSUED FOR PERMIT	05/15/17
2	ISSUED FOR CONSTRUCTION	05/15/17

PLANTING PLAN
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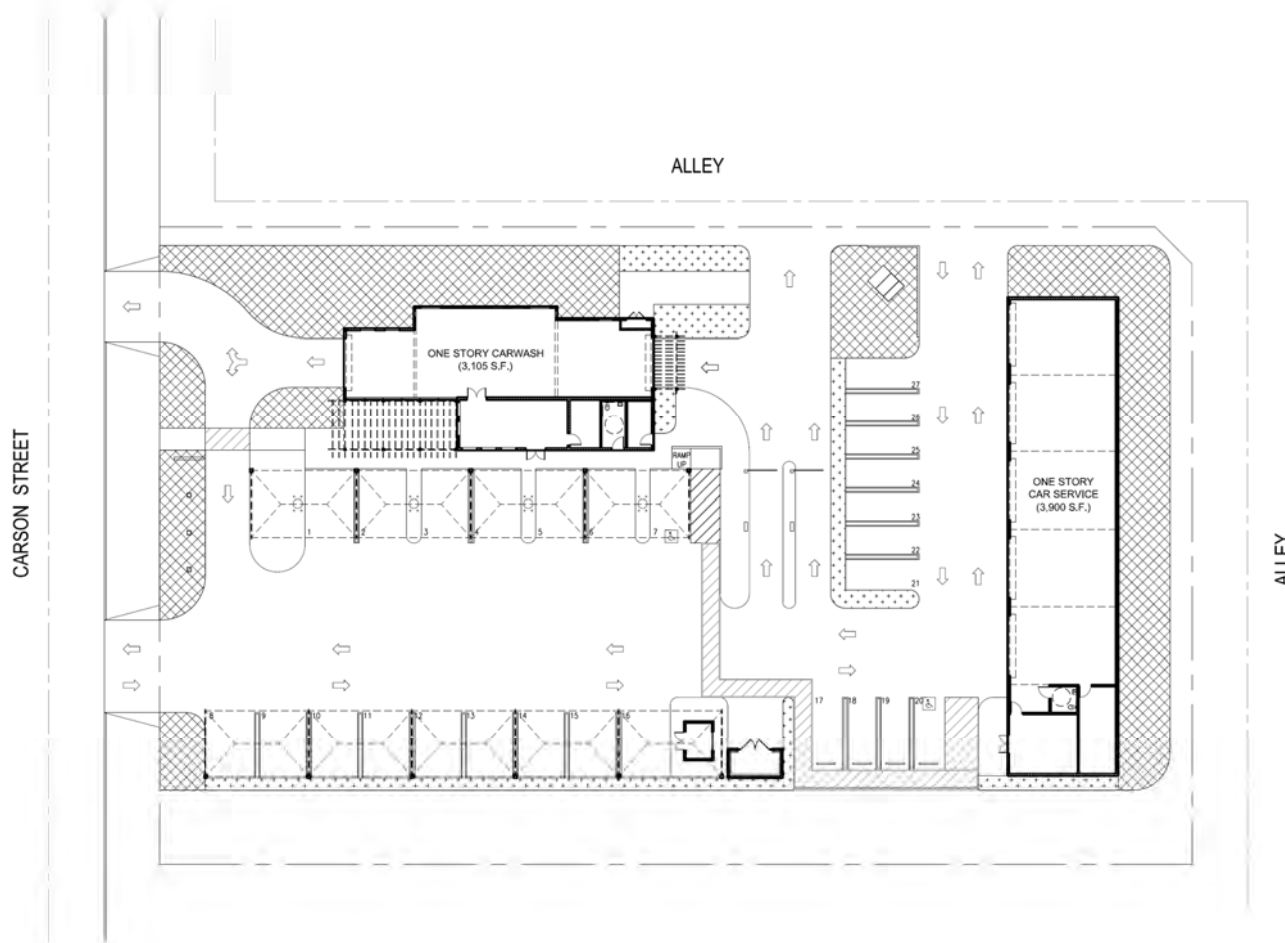
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PLANTING PLAN

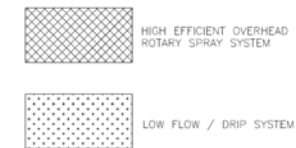
SCALE: 1/16" = 1'-0"



EXHIBIT "I"



IRRIGATION METHOD:



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6741 CARSON STREET
LAKEWOOD, CA.



1775 OF LAKEDOWN STREET - LAKEDOWN, CA 94503
Issue Description Date

Owner: [] Designer: []

Job No: 10074-01 Scale: AS NOTED

IRRIGATION PLAN

L6.0

Sheet

1
L6.0

IRRIGATION PLAN

SCALE: 1/16" = 1'-0"



RESOLUTION NO. -2017

A RESOLUTION OF THE PLANNING AND ENVIRONMENT COMMISSION OF THE CITY OF LAKEWOOD APPROVING THE APPLICATION FOR CONDITIONAL USE PERMIT CASE NO. 948 FOR THE ESTABLISHMENT OF A CARWASH FACILITY WITH COVERED OUTDOOR VACUUM STATIONS AND A CAR SERVICE BUILDING ON A PROPERTY LOCATED AT 6741 CARSON STREET, LAKEWOOD, CALIFORNIA

THE PLANNING AND ENVIRONMENT COMMISSION OF THE CITY OF LAKEWOOD DOES HEREBY FIND, RESOLVE AND DETERMINE AS FOLLOWS:

SECTION 1. The Planning and Environment Commission of the City of Lakewood, having had submitted to it the application of Mr. Mario S. Torres of SRK Architects, 2254 S. Figueroa Street, Los Angeles, California 90007, representing the owner of an interest in the following described real property, requesting a Conditional Use Permit for the establishment of a carwash facility with covered outdoor vacuum stations and a car service building, pursuant to the provisions of Sections 9341.B, 9347.A, 9347.B.3, 9347.D.11, and 9490.1 of the Lakewood Municipal Code on that certain real property within the City of Lakewood described as a Portion of Lot 556 of Tract Map No. 17830 as per map recorded in Book 452, Pages 3-11 in the Office of the County Recorder of Los Angeles County, and more particularly described as 6741 Carson Street, Lakewood, California; all as shown in the attached minutes and report of the Planning and Environment Commission, attached hereto and made a part hereof as though set forth in full, the Planning and Environment Commission does hereby find and determine as provided in this Resolution.

SECTION 2. The Planning and Environment Commission finds that an Initial Study has been prepared for the proposed project pursuant to Section 15063 of the California Environmental Quality Act Guidelines, as amended. A Mitigated Negative Declaration has been prepared for this project, pursuant to Section 15070, et sequitur, of the Guidelines. The project was found to have no significant effect on the environment, after implementation of the mitigation measures contained in the Initial Study prepared for this project. Therefore, said Mitigated Negative Declaration is hereby approved.

SECTION 3. The Planning and Environment Commission of the City of Lakewood does hereby report that a public hearing was held before the Planning and Environment Commission in respect to said application on the 6th day of July, 2017, and the Planning and Environment Commission does hereby find and determine that said application, subject to the conditions hereinafter specified, should be granted for the following reasons:

A. The request is for approval of Conditional Use Permit No. 948 all as shown on Exhibits "A," "B," "C," "D," "E," "F," "G," "H," and "I."

B. The subject use will not to be in conflict with the goals of the General Plan, nor is the proposed use in conflict with the Commercial land use designation of the General Plan.

C. The nature, condition, and development of adjacent uses, buildings, and structures have been considered, and it has been found that the industrial school will not adversely affect or is materially detrimental to adjacent uses, buildings, or structures provided that the conditions contained have been met and maintained.

D. Carson Street and the adjacent public alley are adequate to serve the traffic generated by the site. Thus, no adverse effect is anticipated on existing roads and circulation as a consequence of this application.

E. The project will have 27 parking spaces including two ADA accessible parking spaces. There will also be one 10' x 25' loading zone space near the northwest corner of the building. The 16 spaces on the east side of the carwash building will be used as covered outdoor vacuum stations.

F. Notification of a public hearing has been made, pursuant to Section 9422, et seq., of the Lakewood Municipal Code and State law.

SECTION 4. The Planning and Environment Commission of the City of Lakewood, based upon the aforementioned findings and determinations, hereby grants the use as requested in Conditional Use Permit No. 948 provided the use is operated in compliance with the following conditions at all times:

A. The conditions, unless otherwise specified herein, shall be complied with within upon the initial opening of a business on this site, and not thereafter violated or deviated from except where authorized by amendment to this Resolution adopted in accordance with the provisions of this Resolution and the Municipal Code. The granting of said Conditional Use Permit and this Resolution, and any modification or change thereof, shall not be effective for any purpose until a certified copy of this Resolution (Exhibits excluded) has been recorded in the Office of the Los Angeles County Recorder. The granting of said Amendment, subject to the conditions herein set forth, are binding on their heirs, assigns, and successors in interest of the applicant and their heirs, assigns, and successors in interest.

B. The City shall require that all construction comply with SCAQMD regulations, including Rule 402 which specifies that there be no dust impacts off-site sufficient to cause a nuisance, and SCAQMD Rule 403, which restricts visible emissions from construction.

C. Moisten soil prior to grading.

D. Water exposed surfaces at least once daily to keep soil moist.

E. Water exposed surfaces at least twice a day, or as often as needed, during very dry weather or periods of high wind in order to maintain a surface crust and prevent release of visible emissions from the construction site.

F. Treat any area that will be exposed for extended periods with a soil conditioner to stabilize soil or temporarily plant with vegetation.

- G. Wash mud-covered tires and undercarriages of trucks leaving construction sites.
- H. Provide for street sweeping, as needed, on adjacent roadways to remove dirt dropped by construction vehicles or mud which would otherwise be carried off by trucks departing project sites.
- I. Securely cover loads of dirt with a tight fitting tarp on any truck leaving the construction sites to dispose of excavated soil.
- J. Cease grading during periods when winds exceed 25 miles per hour.
- K. Provide for permanent sealing of all graded areas, as applicable, at the earliest practicable time after soil disturbance.
- L. Provide temporary fencing with windscreen material to control windborne dust. Plant hedges or other plant buffers on any site where construction activities could expose neighboring residences and commercial sites to prolonged exposure to windblown dust.
- M. During grading, periodic monitoring shall be scheduled by a City Inspector or a City planner to verify compliance of measures of dust control.
- N. During grading, final inspection shall be scheduled by a City Inspector or a City planner to verify permanent sealing of all graded areas has been provided for and that hedges or other plant buffers are planted to avoid exposing neighboring residences to prolonged exposure to windblown dust.
- O. The applicant shall retain a qualified archaeologist who meets the Secretary of the Interior's Professional Qualifications Standards and who shall conduct an archaeological monitoring program during any earthmoving involving excavations into younger Quaternary Alluvial deposits.
- P. The archaeological monitoring program shall be conducted in a manner consistent with archaeological standards and, in this case, conducted on a full-time or part-time basis, at the discretion of the Lead Agency. Should evidence of archaeological resources be uncovered, the archaeological monitoring program shall continue on a full-time basis until it is determined no more younger alluvium is being impacted.
- Q. If, at any time, evidence of human remains are uncovered during the development of this project, all activity shall cease immediately and the project contractor shall immediately notify the Los Angeles County Coroner's Office of the find pursuant to State law. The Los Angeles County Coroner shall be permitted to examine the find in situ. If the remains are determined to be of Native American descent, the Native American Heritage Commission shall be contacted pursuant to Public Resources Code Section 5097.98 and the Most Likely Descendent (MLD) named. In consultation with the MLD, City, Coroner, and archaeological consultant, the disposition of the remains will be determined.

R. If evidence of Native American remains or resources are identified, a Native American Monitor of Gabrieleno descent shall be contacted and given the opportunity to be added to the remainder of the monitoring program. Discoveries which may be encountered may include, but not be limited to, dwelling sites, stone implements or other artifacts, animal bones, and human bones.

S. If any archaeological sites are encountered during grading or construction of the project, all grading or construction efforts which would disturb these sites shall cease and an archaeologist shall be notified and provisions for recording and excavating the site shall be made in compliance with Section 15064.5 of the CEQA Guidelines, as amended.

T. During excavation and grading activities of any future development project, if archaeological or paleontological resources are discovered, the project contractor shall stop all work and contact the City. The applicant shall retain a qualified archaeologist or paleontologist and contact a representative of the Gabrieleno Band of Mission Indians – Kizh Nation to evaluate the significance of the finding and appropriate course of action. Salvage operations requirements pursuant to Section 15064.5 of the CEQA Guidelines shall be followed. If it is determined due to the types of deposits discovered that a Native American monitor is required, the Guidelines for Monitors/Consultants of Native American Cultural, Religious, and Burial Sites as established by the Native American Heritage Commission shall be followed.

U. Comply with the recommendations of the geotechnical report contained in Appendix “E” of the Initial Study prepared for this project.

V. Refrigerants shall be properly removed before an appliance is dropped off or collected for disposal at solid waste landfills, metal recyclers, or similar facilities.

W. Demolition and renovation work that would disturb hazardous materials should be performed utilizing safe work practices for identified metals.

X. Contractors engaged in disturbance of these materials should be notified of their potential content.

Y. California certified abatement contractor must be used for the abatement of asbestos-containing materials. A project manual for the abatement design should also be generated prior to the planned abatement activities.

Z. During all project site excavation and grading on-site, construction contractors shall equip all construction equipment, fixed or mobile, with properly operating and maintained mufflers, consistent with manufacturer standards.

AA. The contractor shall place all stationary construction equipment so that emitted noise is directed away from the noise sensitive receptors nearest the project site.

BB. Equipment shall be shut off and not left to idle when not in use.

CC. The contractor shall locate equipment staging in areas that will create the greatest distance between construction-related noise sources and sensitive receptors nearest the project site during all project construction.

DD. In order to minimize construction noise levels it is recommended that a temporary barrier, sufficient in height to block the line of sight between first and second story windows of adjacent single-family detached residential dwelling units (as applicable) and construction equipment shall be placed along the northern and western property lines during project construction.

EE. The western side of the car wash must be solid with no windows, holes or openings.

FF. The Whisper Drying System or a drying system with a noise level of 80 dB(A) at the exit of the car wash shall be used. After installation, the noise level of the installed equipment shall be verified by an experienced acoustical professional utilizing a Type 1 or Type 2 precision noise meter. Their findings shall be provided in a letter report and shall be submitted to the City of Lakewood Community Development Department prior to final inspection.

GG. All vacuum equipment shall be housed in structures that can provide for a closed door condition. The vacuum systems shall be kept in rooms with no exterior facing windows. Vacuum hoses and hose ends are an exception to this requirement.

HH. The openings of all rooftop vents associated with buildings that house car wash and/or vacuum equipment shall be slanted away from nearby residential land uses to the greatest degree possible.

II. The permitted hours of operation for the carwash shall be Monday through Saturday from 7:30 AM to 8:00 PM or 30 minutes after dusk whichever comes first, and on Sundays from 8:00 AM to 8:00 PM or 30 minutes after dusk whichever comes first.

JJ. The permitted hours of operation for the car service building shall be Monday through Saturday from 7:30 AM to 7:00 PM and on Sundays from 9:00 AM to 7:00 PM.

KK. Parking shall be configured for and maintained with sufficient lighting to illuminate the appearance and conduct of all persons in parking areas. All exterior lighting shall be designed and arranged so as not to reflect direct or indirect light upon abutting or adjacent properties, with a maximum light spill of point .5 foot candles at grade level.

LL. Managers shall emphasize the importance of effective communication between the managers of the establishment regarding professional business practices.

MM. Management shall have an ongoing liaison relationship with members of the Los Angeles County Sheriff's Department, so that communication may be easily facilitated if problems occur and to ensure a strong level of communication for crime prevention and problem solving efforts.

NN. The carwash and car service buildings shall have working "state of the art" video surveillance system in place to assist Los Angeles County Sheriff's personnel in their criminal investigations. The storage medium shall be secured in such a manner as to not to facilitate the easy removal from unauthorized personnel or employees under duress.

OO. The carwash and car service buildings shall have a "state of the art" silent robbery alarm system in place to allow employees to promptly report crimes in progress, if they are safely able to do so.

PP. Management shall ensure that no alcoholic beverages are allowed on the site and shall refuse services to any intoxicated person, or person who is under the influence of a controlled substance.

QQ. This CUP shall be subject to a six-month review after the initial opening of the carwash facility to ensure that the facility has complied with the requirements contained in this Resolution and to allow input from the Sheriff's Department for any concerns that may arise.

RR. Comply with the recommended conditions of approval for Development Review Board (DRB) Case No. 8607.

SS. Five-foot alley dedications shall be provided along the site's north and west property lines to comply with current City standards. The dedicated alleys shall be improved and paved to the satisfaction of the Director of Public Works.

TT. The applicant shall sign a written statement stating that he has read, understands, and agrees to the conditions of the granting of this Conditional Use Permit within twenty (20) days of the adoption of the Resolution approving the same, or this approval shall become null and void.

UU. This Conditional Use Permit may be modified or revoked by the City Council or the Planning and Environment Commission should they determine that the proposed uses or conditions under which it is being operated or maintained is detrimental to the public health, welfare or materially injurious to property or improvements in the vicinity or if the property is operated or maintained so as to constitute a public nuisance.

VV. The applicant agrees to indemnify, hold harmless and defend the City, its officers, agents and employees, from any and all liability or claims that may be brought against the City arising out of its approval of this permit, or arising out of the operation of the business, save and except that caused by City's active negligence.

WW. By signing or orally accepting the terms and provisions of this permit, entered into the minutes of these proceedings, the Permittee acknowledges all of the conditions imposed and accepts this permit subject to those conditions with a full awareness that the violation of any of said permits could subject Permittee to further hearings before the Planning and Environment Commission on the issue of revocation or modification.

SECTION 5. A certified copy of the excerpts of the minutes applicable to this case and this Resolution shall be delivered to the applicant.

ADOPTED AND APPROVED this 6th day of July, 2017, by the Planning and Environment Commission of the City of Lakewood voting as follows:

AYES:	COMMISSIONERS: McKinnon, Stuckey, Manis
NOES:	COMMISSIONERS: Samaniego
ABSENT:	COMMISSIONERS: Quarto
ABSTAIN:	COMMISSIONERS:

ATTEST:

Linda Manis, Chairperson

Sonia Dias Southwell, AICP, Secretary

STATEMENT OF ACCEPTANCE

The foregoing Conditional Use Permit No. 948 and Resolution No. 14-2017 are hereby accepted and each and all conditions and provisions are accepted and each and all conditions and provisions are approved by and consented to by the undersigned Permittee, who expressly promises to perform and be bound by each of its items.

Signature

Office Use Only

Date received _____

Received by _____ (Community Development Department)

RESOLUTION NO. -2017

A RESOLUTION OF THE PLANNING AND ENVIRONMENT COMMISSION OF THE CITY OF LAKEWOOD DENYING THE APPLICATION FOR CONDITIONAL USE PERMIT CASE NO. 948 FOR THE ESTABLISHMENT OF A CARWASH FACILITY WITH COVERED OUTDOOR VACUUM STATIONS AND A CAR SERVICE BUILDING ON A PROPERTY LOCATED AT 6741 CARSON STREET, LAKEWOOD, CALIFORNIA

THE PLANNING AND ENVIRONMENT COMMISSION OF THE CITY OF LAKEWOOD DOES HEREBY FIND, RESOLVE AND DETERMINE AS FOLLOWS:

SECTION 1. The Planning and Environment Commission of the City of Lakewood, having had submitted to it the application of Mr. Mario S. Torres of SRK Architects, 2254 S. Figueroa Street, Los Angeles, California 90007, representing the owner of an interest in the following described real property, requesting a Conditional Use Permit for the establishment of a carwash facility with covered outdoor vacuum stations and a car service building, pursuant to the provisions of Sections 9341.B, 9347.A, 9347.B.3, 9347.D.11, and 9490.1 of the Lakewood Municipal Code on that certain real property within the City of Lakewood described as a Portion of Lot 556 of Tract Map No. 17830 as per map recorded in Book 452, Pages 3-11 in the Office of the County Recorder of Los Angeles County, and more particularly described as 6741 Carson Street, Lakewood, California; all as shown in the attached minutes and report of the Planning and Environment Commission, attached hereto and made a part hereof as though set forth in full, the Planning and Environment Commission does hereby find and determine as provided in this Resolution.

SECTION 2. The Planning and Environment Commission of the City of Lakewood does hereby report that a public hearing was held before the Planning and Environment Commission in respect to said application on the 6th day of July, 2017, and the Planning and Environment Commission does hereby find and determine that said application, subject to the conditions hereinafter specified, should be denied for the following reasons:

- A. The proposed use is in conflict with the General Plan as follows:_____.
- B. The nature, condition and development of adjacent uses, buildings, and structures have been considered and it has been found that the proposed use will jeopardize, or adversely affect, or be detrimental to the public health, safety and welfare, or to the surrounding property and residences for the following reasons:_____.
- C. The Applicant has failed to show that the proposed conditional use meets the principles and standards specified in Section 9401.A of the Lakewood Municipal Code, and Section _____.
- D. (Here, set forth any additional applicable grounds for denying the application.).

SECTION 3. A certified copy of the excerpts of the minutes applicable to this case and this Resolution shall be delivered to the applicant.

ADOPTED AND APPROVED this 6th day of July, 2017, by the Planning and Environment Commission of the City of Lakewood voting as follows:

AYES:	COMMISSIONERS:
NOES:	COMMISSIONERS:
ABSENT:	COMMISSIONERS:
ABSTAIN:	COMMISSIONERS:

Linda Manis, Chairperson

ATTEST:

Sonia Dias Southwell, AICP, Secretary

CONDITIONAL USE PERMIT NO. 948



VICINITY MAP



CITY OF LONG BEACH

HEARTWELL PARK













EXHIBIT "A"



SITE PLAN KEY NOTES:

1. NEW 100' WIDE LOT
2. NEW 100' WIDE LOT
3. NEW 100' WIDE LOT
4. NEW 100' WIDE LOT
5. NEW 100' WIDE LOT
6. NEW 100' WIDE LOT
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19. NEW 100' WIDE LOT
20. NEW 100' WIDE LOT

LEGEND:

- 1. PROPOSED LOT
- 2. NEW 100' WIDE LOT
- 3. NEW 100' WIDE LOT
- 4. NEW 100' WIDE LOT
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- 19. NEW 100' WIDE LOT
- 20. NEW 100' WIDE LOT



2254 S. Figueroa St.
Los Angeles, CA 90007
p. 213.747.1155

www.srkarchitects.com

ALTO REPAIR CENTER

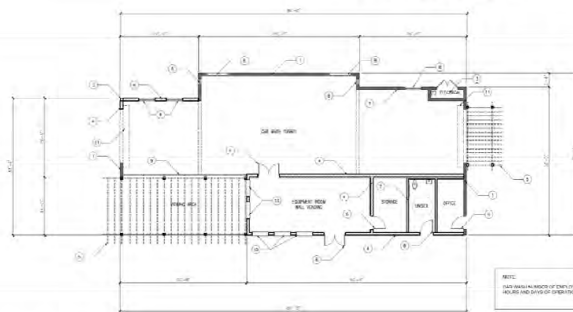
6741 CARSON STREET
LAWRENCE, CA



DATE: 01/15/2017
DRAWN: J. KITE
CHECKED: J. KITE
APPROVED: J. KITE

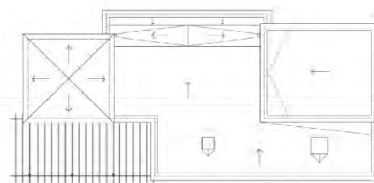
SITE PLAN
A1.0

EXHIBIT "B"



FLOOR PLAN - CAR WASH

SCALE: 1/8" = 1'-0"



ROOF PLAN - CAR WASH

SCALE: 1/8" = 1'-0"



PLAN KEY NOTES:

1. NEW 100' WIDE LOT
2. NEW 100' WIDE LOT
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LEGEND:

- 1. PROPOSED LOT
- 2. NEW 100' WIDE LOT
- 3. NEW 100' WIDE LOT
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- 16. NEW 100' WIDE LOT
- 17. NEW 100' WIDE LOT
- 18. NEW 100' WIDE LOT
- 19. NEW 100' WIDE LOT
- 20. NEW 100' WIDE LOT



2254 S. Figueroa St.
Los Angeles, CA 90007
p. 213.747.1155

www.srkarchitects.com

ALTO REPAIR CENTER

6741 CARSON STREET
LAWRENCE, CA



DATE: 01/15/2017
DRAWN: J. KITE
CHECKED: J. KITE
APPROVED: J. KITE

FLOOR PLAN
ROOF PLAN
CAR WASH
A2.0

EXHIBIT "D"



SCALE: 1/8" = 1'-0"



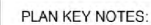
- PLAN KEY NOTES:

- LEGEND:

- A2.0a



SCALE: 1/8" = 1'-0"



- LEGEND:


-  - HFA ODU BSL
 - HFA BSL



EXHIBIT "E"



EXHIBIT "F"

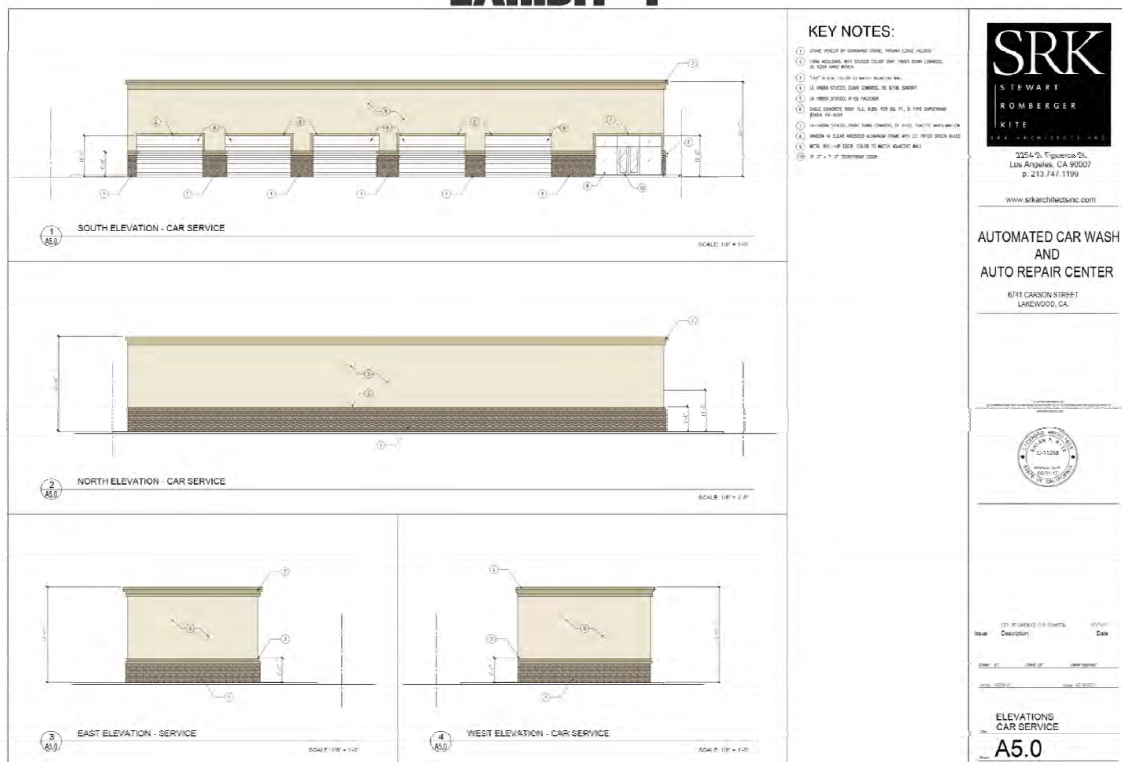


EXHIBIT "G"

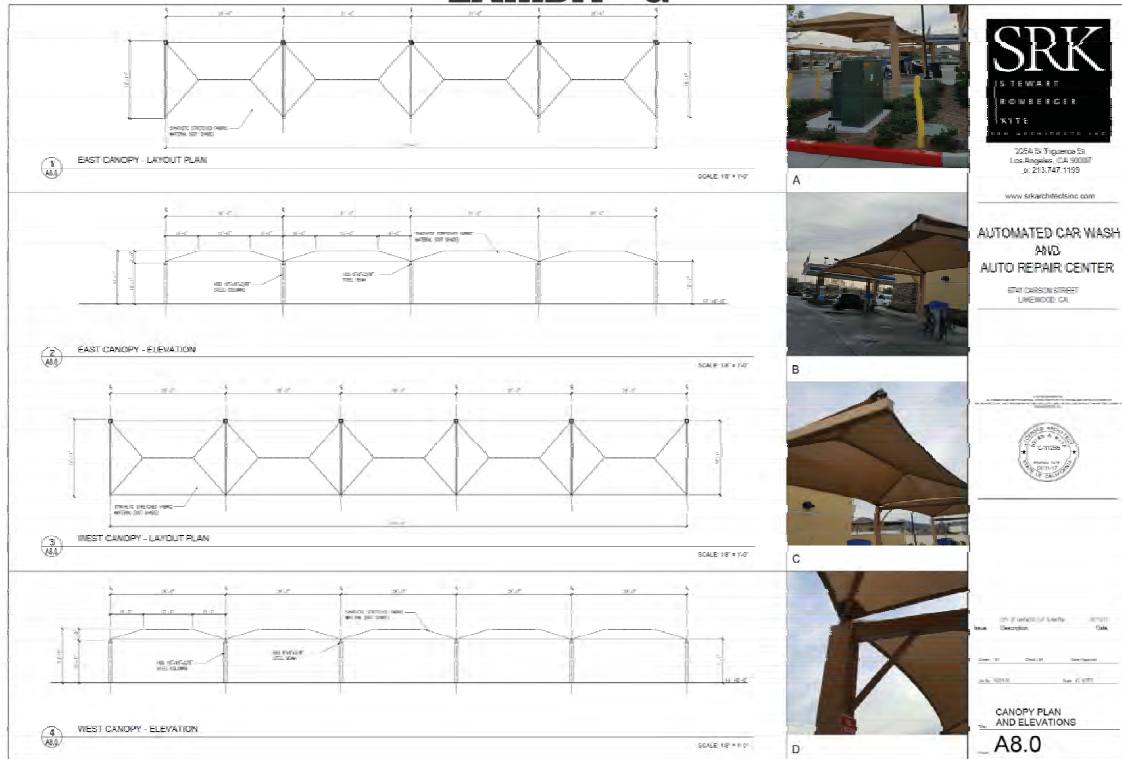
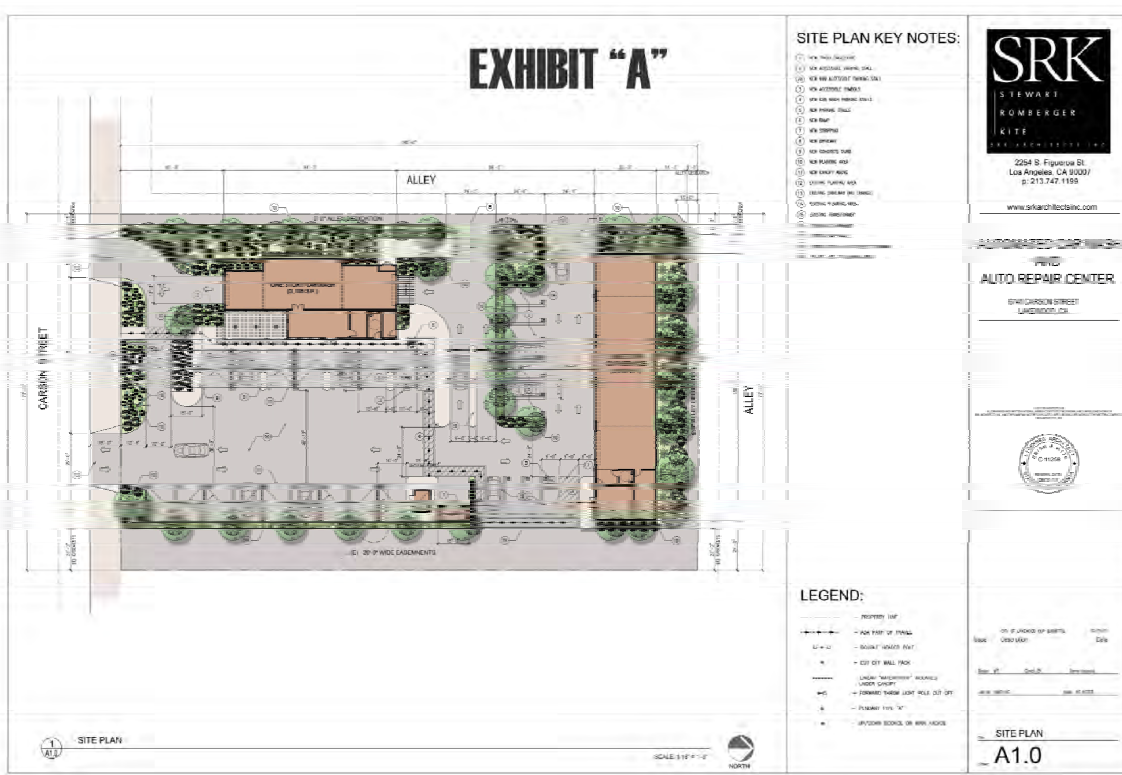


EXHIBIT "H"



EXHIBIT "A"



Staff Recommendation

- Hold a Public Hearing
- Adopt the Resolution of Approval
- Approve the Mitigated Negative Declaration



FILED

Jul 11 2017

Dean C. Logan, Registrar - Recorder/County Clerk

Electronically signed by DEMETRIA ATKINS

ORIGINAL

NOTICE OF DETERMINATION

To: Office of Planning & Research
P.O. Box 3044
Sacramento, CA 95812-3044

From:
 Director of Community Development
 City of Lakewood
 5050 Clark Avenue
 Lakewood, CA 90712

X Los Angeles County Clerk
 Environmental Findings
 12400 E. Imperial Highway, #1201
 Norwalk, CA 90650

Lead Agency (if different from above):
N/A

Subject: Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.

n/a	Paul Kuykendall, AICP	(562)866-9771, ext. 2344	pkuykend@lakewoodcity.org
State Clearinghouse No.	Lead Agency	Area Code/Phone/Extension	E-mail Address
(If submitted to Clearinghouse)	Contact Person		

Project Title: Parkcrest Car Wash and Car Service

Project Applicant: Mr. Mario S. Torres – SRK Architects

Project Location: 6741 Carson Street, Lakewood, California

THIS NOTICE WAS POSTED

ON July 11 2017

UNTIL August 10 2017

REGISTRAR – RECORDER/COUNTY CLERK

Project Description: The site is on the north side of Carson Street, west of the intersection of Los Coyotes Diagonal and Carson Street. To the north and west of the site are single-family homes in the R-1 zone. To the east is a commercial strip center in the C-3 zone. To the south is the Heartwell golf course in Long Beach. The site will have a net area of 1.06 acres following alley dedications along portions of the north and west property lines. The site is developed with a former McDonald's drive-thru restaurant. The existing restaurant will be converted to a 3,100 sq. ft. carwash building with a main car wash tunnel, equipment and storage rooms, bathroom, an office, and other improvements. A new 3,900 square-foot car service building will be built at the north side of the property and will include five service bays. Auto services may include auto services as allowed by Section 9347.B.3 of the Lakewood Municipal Code. The site has two driveways on Carson Street and will have two access points to the alley. Trash and vacuum equipment enclosures will be located on the east side of the site. The project will have 27 parking spaces and a loading zone. Of the 27 parking spaces, 16 spaces will be used as self-service vacuum stations covered with canopies. The proposed carwash hours will be Monday to Saturday from 7:30AM to 8:00PM or dusk, whichever comes first and on Sundays from 8:00AM to 8:00PM or dusk, whichever comes first. The proposed car service building hours will be Monday to Saturday from 7:30AM to 7:00PM and on Sundays from 9:00AM to 7:00PM. There is an existing freestanding sign and three flag poles adjacent to Carson Street which the applicant intends to utilize for this project.

I declare that I have examined the proposed specific plan amendment, and on the basis of the Initial Study and Environmental Checklist on file in my office as a public document, it is my opinion that the proposed project will have no significant impact upon the environment within the meaning of the California Environmental Quality Act of 1970, as amended.

This is to advise that the City of Lakewood, as Lead Agency, has approved the above-described project on July 6, 2017 and has made the following determinations regarding the above described project:

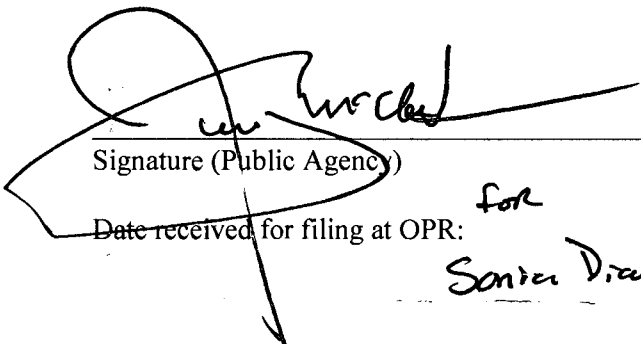
1. The project [will X will not] have a significant effect on the environment.
2. An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA.
X A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures [X were were not] made a condition of the approval of this project.
4. A mitigation reporting or monitoring plan [was X was not] adopted for this project.

ORIGINAL

- 4. A statement of Overriding Consideration [☐ was ☒ was not] adopted for this project.
- 5. Findings [☒ were ☐ were not] made pursuant to the provisions of CEQA.


An electronic copy of the Negative Declaration or Mitigated Negative Declaration will be made available electronically upon request. This is to certify that the final MND with comments and responses and record of project approval is available to the General Public at:

City of Lakewood
5050 Clark Avenue
Lakewood, California 90712


Signature (Public Agency)

July 10, 2017 Director of Community Development
Date Title

Date received for filing at OPR: *for*
Santa Clara County

2017 178103

FILED
Jul 11 2017
Dean C. Logan, Registrar - Recorder/County Clerk
Electronically signed by DEMETRIA ATKINS

State of California—Natural Resources Agency
CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
2017 ENVIRONMENTAL FILING FEE CASH RECEIPT

RECEIPT # 201707110550019
STATE CLEARING HOUSE # (If applicable)

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY

LEAD AGENCY DIRECTOR OF COMMUNITY DEVELOPMENT CITY OF LAKEWOOD			DATE 07/11/2017
COUNTY/STATE AGENCY OF FILING L.A.C.C			DOCUMENT NUMBER 2017178103
PROJECT TITLE PARKCREST CAR WASH AND CAR SERVICE			
PROJECT APPLICANT NAME PAUL KUYKENDALL			PHONE NUMBER (562)866-9771
PROJECT APPLICANT ADDRESS 5050 CLARK AVENUE	CITY LAKEWOOD	STATE CA	ZIP CODE 90712

PROJECT APPLICANT (Check appropriate box):


☒ Local Public Agency ☐ School District ☐ Other Special District ☐ State Agency ☐ Private Entity

CHECK APPLICABLE FEES:

<input type="checkbox"/> Environmental Impact Report (EIR)	\$3,078.25	\$ 0.00
<input checked="" type="checkbox"/> Negative Declaration (ND)(MND)	\$2,216.25	\$ 2,216.25
<input type="checkbox"/> Application Fee Water Diversion (State Water Resources Control Board Only)	\$850.00	\$ 0.00
<input type="checkbox"/> Projects Subject to Certified Regulatory Programs (CRP)	\$1,046.50	\$ 0.00
<input checked="" type="checkbox"/> County Administrative Fee	\$60.00	\$ 75.00
<input type="checkbox"/> Project that is exempt from fees		
<input type="checkbox"/> Notice of Exemption		
<input type="checkbox"/> CDFW No Effect Determination (Form Attached)		
<input type="checkbox"/> Other _____		\$ 0.00

PAYMENT METHOD:

☐ Cash ☐ Credit ☒ Check ☐ Other _____ \$ 2,291.25

SIGNATURE 	TITLE IC
--	-------------

ORIGINAL

MITIGATED NEGATIVE DECLARATION

Date of Posting of Preliminary Negative Declaration (Notice of Intent): June 15, 2017

Lead Agency: City of Lakewood
5050 N. Clark Avenue
Lakewood, California 90712

Agency Contact Person: Paul Kuykendall, AICP, Senior Planner
Telephone Number: (562) 866-9771, extension 2344
E-mail Address: pkuykend@lakewoodcity.org
Prepared by: City of Lakewood, Community Development Department

Project Title: Parkcrest Car Wash and Car Service

Project Sponsor: Mr. Mario S. Torres – SRK Architects
Project Contact Person: Paul Kuykendall, AICP, Senior Planner (562) 866-9771, extension 2344

Project Address: 6741 Carson Street, Lakewood, California
City and County: City of Lakewood, County of Los Angeles
State Clearinghouse No.: N/A

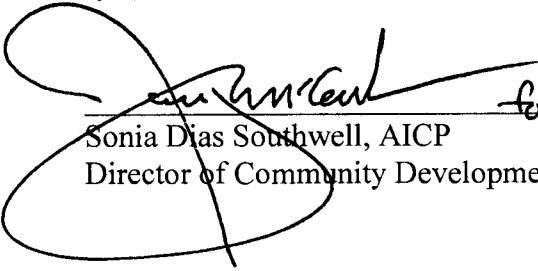
Project Description: The site is on the north side of Carson Street, west of the intersection of Los Coyotes Diagonal and Carson Street. To the north and west of the site are single-family homes in the R-1 zone. To the east is a commercial strip center in the C-3 zone. To the south is the Heartwell golf course in Long Beach. The site will have a net area of 1.06 acres following alley dedications along portions of the north and west property lines. The site is developed with a former McDonald's drive-thru restaurant. The existing restaurant will be converted to a 3,100 sq. ft. carwash building with a main car wash tunnel, equipment and storage rooms, bathroom, an office, and other improvements. A new 3,900 square-foot car service building will be built at the north side of the property and will include five service bays. Auto services may include auto services as allowed by Section 9347.B.3 of the Lakewood Municipal Code. The site has two driveways on Carson Street and will have two access points to the alley. Trash and vacuum equipment enclosures will be located on the east side of the site. The project will have 27 parking spaces and a loading zone. Of the 27 parking spaces, 16 spaces will be used as self-service vacuum stations covered with canopies. The proposed carwash hours will be Monday to Saturday from 7:30AM to 8:00PM or dusk, whichever comes first and on Sundays from 8:00AM to 8:00PM or dusk, whichever comes first. The proposed car service building hours will be Monday to Saturday from 7:30AM to 7:00PM and on Sundays from 9:00AM to 7:00PM. There is an existing freestanding sign and three flag poles adjacent to Carson Street which the applicant intends to utilize for this project.

I declare that I have examined the proposed specific plan amendment, and on the basis of the Initial Study and Environmental Checklist on file in my office as a public document, it is my opinion that the proposed project will have no significant impact upon the environment within the meaning of the California Environmental Quality Act of 1970, as amended.

THE PROJECT COULD NOT HAVE A SIGNIFICANT EFFECT ON THE ENVIRONMENT.

-Please Refer to the Following Initial Study-

Final Mitigated Negative Declaration adopted and issued on: July 6, 2017


Sonia Dias Southwell, AICP
Director of Community Development



Dean C. Logan, Registrar - Recorder/County Clerk
Electronically signed by LAKEISHA MCCOY



THIS NOTICE WAS POSTED

ON June 15 2017

UNTIL July 17 2017

REGISTRAR - RECORDER/COUNTY CLERK

NOTICE OF INTENT TO ADOPT A MITIGATED NEGATIVE DECLARATION FOR:

Project Title: Parkcrest Car Wash and Car Service
Project Applicant: Mr. Mario S. Torres - SRK Architects
Project Location: 6741 Carson Street, Lakewood, California
Notice Requested By: City of Lakewood, 5050 Clark Avenue, Lakewood, California 90712
Contact Person & Phone: Paul Kuykendall, AICP, Senior Planner, (562) 866-9771, extension 2344

Description of the Proposed Project:

The site is on the north side of Carson Street, west of the intersection of Los Coyotes Diagonal and Carson Street. To the north and west of the site are single-family homes in the R-1 zone. To the east is a commercial strip center in the C-3 zone. To the south is the Heartwell golf course in Long Beach. The site will have a net area of 1.06 acres following alley dedications along portions of the north and west property lines. The site is developed with a former McDonald's drive-thru restaurant. The existing restaurant will be converted to a 3,100 sq. ft. carwash building with a main car wash tunnel, equipment and storage rooms, bathroom, an office, and other improvements. A new 3,900 square-foot car service building will be built at the north side of the property and will include five service bays. Auto services may include auto services as allowed by Section 9347.B.3 of the Lakewood Municipal Code. The site has two driveways on Carson Street and will have two access points to the alley. Trash and vacuum equipment enclosures will be located on the east side of the site. The project will have 27 parking spaces and a loading zone. Of the 27 parking spaces, 16 spaces will be used as self-service vacuum stations covered with canopies. The proposed carwash hours will be Monday to Saturday from 7:30AM to 8:00PM or dusk, whichever comes first and on Sundays from 8:00AM to 8:00PM or dusk, whichever comes first. The proposed car service building hours will be Monday to Saturday from 7:30AM to 7:00PM and on Sundays from 9:00AM to 7:00PM. There is an existing freestanding sign and three flag poles adjacent to Carson Street which the applicant intends to utilize for this project.

I declare that I have examined the plans for the above-captioned project as submitted by the applicant, and on the basis of the "Assessment of Environmental Impact Questionnaire" on file in my office as a public document, it is my opinion that this project, after mitigation, will have no significant impact upon the environment within the meaning of the California Environmental Quality Act of 1970, as amended. Further, the project site is not on any list enumerated under Section 65962.5 of the California Government Code.

Any person may file comments to the mitigated negative declaration with the Department of Community Development prior to the issuance of the permit or approval of the project. The comments must be in writing and must state the environmental factors on which the comments are based. The comments shall be reviewed by the Director of Community Development or his/her agent. If he/she finds that the comments are based on one or more significant environmental factors not previously considered, or which, in the opinion of the reviewer, should be reconsidered and which may have a substantial adverse effect on the environment, the permit shall be suspended and an EIR shall be processed. All persons interested in reviewing the Mitigated Negative Declaration and submitting written comments may find a copy of the document on file in the Community Development Department, Lakewood City Hall, 5050 Clark Avenue, Lakewood, California. An electronic copy of the Negative Declaration or Mitigated Negative Declaration will be made available electronically upon request and is available on the City's website: <http://www.lakewoodcity.org/council/planning.asp>. The public review and comment period for this project shall extend through the public hearing which is to be held in conjunction with the proposed Conditional Use Permit No. 948 before the Planning and Environment Commission on July 6, 2017 at 7:00 P.M., in the Lakewood City Council Chambers at the Centre at Sycamore Plaza, 5000 Clark Avenue, Lakewood, California. The comment period shall be no less than 20 days from the posting date of this notice.

June 15, 2017

Date

Sonia Dias Southwell, AICP

Director of Community Development

REMOVE POSTED NOTICE ON JULY 7, 2017

JUN 15 2017



NOTICE OF INTENT LOS ANGELES, COUNTY CLERK TO ADOPT A MITIGATED NEGATIVE DECLARATION FOR:

Project Title: Parkcrest Car Wash and Car Service
Project Applicant: Mr. Mario S. Torres – SRK Architects
Project Location: 6741 Carson Street, Lakewood, California
Notice Requested By: City of Lakewood, 5050 Clark Avenue, Lakewood, California 90712
Contact Person & Phone: Paul Kuykendall, AICP, Senior Planner, (562) 866-9771, extension 2344

Description of the Proposed Project:

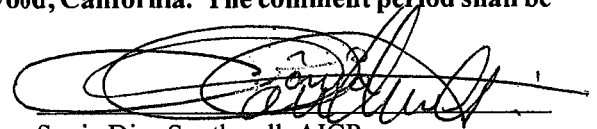
The site is on the north side of Carson Street, west of the intersection of Los Coyotes Diagonal and Carson Street. To the north and west of the site are single-family homes in the R-1 zone. To the east is a commercial strip center in the C-3 zone. To the south is the Heartwell golf course in Long Beach. The site will have a net area of 1.06 acres following alley dedications along portions of the north and west property lines. The site is developed with a former McDonald's drive-thru restaurant. The existing restaurant will be converted to a 3,100 sq. ft. carwash building with a main car wash tunnel, equipment and storage rooms, bathroom, an office, and other improvements. A new 3,900 square-foot car service building will be built at the north side of the property and will include five service bays. Auto services may include auto services as allowed by Section 9347.B.3 of the Lakewood Municipal Code. The site has two driveways on Carson Street and will have two access points to the alley. Trash and vacuum equipment enclosures will be located on the east side of the site. The project will have 27 parking spaces and a loading zone. Of the 27 parking spaces, 16 spaces will be used as self-service vacuum stations covered with canopies. The proposed carwash hours will be Monday to Saturday from 7:30AM to 8:00PM or dusk, whichever comes first and on Sundays from 8:00AM to 8:00PM or dusk, whichever comes first. The proposed car service building hours will be Monday to Saturday from 7:30AM to 7:00PM and on Sundays from 9:00AM to 7:00PM. There is an existing freestanding sign and three flag poles adjacent to Carson Street which the applicant intends to utilize for this project.

I declare that I have examined the plans for the above-captioned project as submitted by the applicant, and on the basis of the "Assessment of Environmental Impact Questionnaire" on file in my office as a public document, it is my opinion that this project, after mitigation, will have no significant impact upon the environment within the meaning of the California Environmental Quality Act of 1970, as amended. Further, the project site is not on any list enumerated under Section 65962.5 of the California Government Code.

Any person may file comments to the mitigated negative declaration with the Department of Community Development prior to the issuance of the permit or approval of the project. The comments must be in writing and must state the environmental factors on which the comments are based. The comments shall be reviewed by the Director of Community Development or his/her agent. If he/she finds that the comments are based on one or more significant environmental factors not previously considered, or which, in the opinion of the reviewer, should be reconsidered and which may have a substantial adverse effect on the environment, the permit shall be suspended and an EIR shall be processed. All persons interested in reviewing the Mitigated Negative Declaration and submitting written comments may find a copy of the document on file in the Community Development Department, Lakewood City Hall, 5050 Clark Avenue, Lakewood, California. An electronic copy of the Negative Declaration or Mitigated Negative Declaration will be made available electronically upon request and is available on the City's website: <http://www.lakewoodcity.org/council/planning.asp>. **The public review and comment period for this project shall extend through the public hearing which is to be held in conjunction with the proposed Conditional Use Permit No. 948 before the Planning and Environment Commission on July 6, 2017 at 7:00 P.M., in the Lakewood City Council Chambers at the Centre at Sycamore Plaza, 5000 Clark Avenue, Lakewood, California. The comment period shall be no less than 20 days from the posting date of this notice.**

June 15, 2017

Date


 Sonia Dias Southwell, AICP
 Director of Community Development

REMOVE POSTED NOTICE ON JULY 7, 2017



NOTICE OF PROPOSED CONDITIONAL USE PERMIT

CONDITIONAL USE PERMIT NO. 948 FOR THE ESTABLISHMENT OF A CARWASH FACILITY WITH COVERED OUTDOOR VACUUM STATIONS AND A CAR SERVICE BUILDING PURSUANT TO LAKEWOOD MUNICIPAL CODE SECTIONS 9341.B, 9347.A, 9347.B.3, 9347.D.11, and 9490.1 AT 6741 CARSON STREET, LAKEWOOD, CALIFORNIA, AND THE ENVIRONMENTAL ASSESSMENT (MITIGATED NEGATIVE DECLARATION).

NOTICE IS HEREBY GIVEN that a public hearing will be held before the Lakewood Planning and Environment Commission on the application of Mr. Mario S. Torres with SRK Architects pertaining to a Conditional Use Permit for the establishment of a carwash facility with covered outdoor vacuum stations and a car service building on a property located in the C-3 (Intermediate Commercial) zone at:

6741 CARSON STREET, LAKEWOOD, CALIFORNIA

pursuant to Lakewood Municipal Code Sections 9341.B, 9347.A, 9347.B.3, 9347.D.11, and 9490.1 on **THURSDAY, JULY 6th, 2017, at 7:00 P.M.**, in the Lakewood City Council Chambers at the Centre at Sycamore Plaza, 5000 Clark Avenue, Lakewood, California. The environmental assessment, a Mitigated Negative Declaration, will be considered at the public hearing.

All persons interested may appear at that time and testify in this matter. The proposal, maps and exhibits thereof may be inspected by the public prior to the hearing at the office of the Community Development Department of Lakewood City Hall, 5050 Clark Avenue, Lakewood, California.

NOTICE IS FURTHER GIVEN that if you challenge the aforementioned action in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City at, or prior to, the public hearing.

DATED this 21st day of June, 2017

Sonia Dias Southwell, AICP
Director of Community Development

Lakewood

Lakewood

06/23/2017 09:10



06/23/2017 09:13

CA 970



NOTICE OF INTENT TO ADOPT A MITIGATED NEGATIVE DECLARATION FOR

Project Title: Performance Car Wash and Car Service
Project Applicant: Mr. Mario S. Torres - 380K Southside
Project Location: 6741 Carline Street, Lakewood, California
Notice Requested By: City of Lakewood, 1270 Clark Avenue, Lakewood, California 90701
Contact Person & Phone: Paul Kierstead, AICP, Senior Planner, (310) 584-0777, ext. 204

Description of the Proposed Project:
The site is located on the north side of Carline Street, near the intersection of Carline Street and Carline Street. The site is currently vacant and is to be developed as a car wash and car service. The site is located on a corner lot and is adjacent to a residential neighborhood. The site is to be developed with a single-story building with a total floor area of approximately 10,000 square feet. The building will include a car wash, a car service area, and a waiting area. The site is to be developed in accordance with the City of Lakewood's Comprehensive Zoning Ordinance. The project is expected to be completed within 12 months of the start of construction.

Findings: The City of Lakewood has determined that the proposed project is not likely to cause significant adverse effects on the environment. The project is located in an area that is not designated as a sensitive area. The project is expected to be completed within 12 months of the start of construction. The project is expected to be completed within 12 months of the start of construction.

Comments: The City of Lakewood has determined that the proposed project is not likely to cause significant adverse effects on the environment. The project is located in an area that is not designated as a sensitive area. The project is expected to be completed within 12 months of the start of construction. The project is expected to be completed within 12 months of the start of construction.

Conclusion: The City of Lakewood has determined that the proposed project is not likely to cause significant adverse effects on the environment. The project is located in an area that is not designated as a sensitive area. The project is expected to be completed within 12 months of the start of construction. The project is expected to be completed within 12 months of the start of construction.

RE MOVE AFTER NOTICE ON JULY 1, 2007



NOTICE OF INTENT TO ADOPT A MITIGATED NEGATIVE DECLARATION FOR:

Project: [illegible]
Location: [illegible]
Prepared by: [illegible]
Date: [illegible]

1. Project Description: [illegible]
2. Environmental Setting: [illegible]
3. Mitigation Measures: [illegible]
4. Conclusion: [illegible]

5. Distribution and Availability: [illegible]
6. Comments: [illegible]

7. Signatures: [illegible]
8. Date: [illegible]

9. Contact Information: [illegible]

Store Closed

[illegible text on bottom sign]

RESOLUTION NO. 14-2017

A RESOLUTION OF THE PLANNING AND ENVIRONMENT COMMISSION OF THE CITY OF LAKEWOOD APPROVING THE APPLICATION FOR CONDITIONAL USE PERMIT CASE NO. 948 FOR THE ESTABLISHMENT OF A CARWASH FACILITY WITH COVERED OUTDOOR VACUUM STATIONS AND A CAR SERVICE BUILDING ON A PROPERTY LOCATED AT 6741 CARSON STREET, LAKEWOOD, CALIFORNIA

THE PLANNING AND ENVIRONMENT COMMISSION OF THE CITY OF LAKEWOOD DOES HEREBY FIND, RESOLVE AND DETERMINE AS FOLLOWS:

SECTION 1. The Planning and Environment Commission of the City of Lakewood, having had submitted to it the application of Mr. Mario S. Torres of SRK Architects, 2254 S. Figueroa Street, Los Angeles, California 90007, representing the owner of an interest in the following described real property, requesting a Conditional Use Permit for the establishment of a carwash facility with covered outdoor vacuum stations and a car service building, pursuant to the provisions of Sections 9341.B, 9347.A, 9347.B.3, 9347.D.11, and 9490.1 of the Lakewood Municipal Code on that certain real property within the City of Lakewood described as a Portion of Lot 556 of Tract Map No. 17830 as per map recorded in Book 452, Pages 3-11 in the Office of the County Recorder of Los Angeles County, and more particularly described as 6741 Carson Street, Lakewood, California; all as shown in the attached minutes and report of the Planning and Environment Commission, attached hereto and made a part hereof as though set forth in full, the Planning and Environment Commission does hereby find and determine as provided in this Resolution.

SECTION 2. The Planning and Environment Commission finds that an Initial Study has been prepared for the proposed project pursuant to Section 15063 of the California Environmental Quality Act Guidelines, as amended. A Mitigated Negative Declaration has been prepared for this project, pursuant to Section 15070, et sequitur, of the Guidelines. The project was found to have no significant effect on the environment, after implementation of the mitigation measures contained in the Initial Study prepared for this project. Therefore, said Mitigated Negative Declaration is hereby approved.

SECTION 3. The Planning and Environment Commission of the City of Lakewood does hereby report that a public hearing was held before the Planning and Environment Commission in respect to said application on the 6th day of July, 2017, and the Planning and Environment Commission does hereby find and determine that said application, subject to the conditions hereinafter specified, should be granted for the following reasons:

A. The request is for approval of Conditional Use Permit No. 948 all as shown on Exhibits "A," "B," "C," "D," "E," "F," "G," "H," and "I."

B. The subject use will not be in conflict with the goals of the General Plan, nor is the proposed use in conflict with the Commercial land use designation of the General Plan.

C. The nature, condition, and development of adjacent uses, buildings, and structures have been considered, and it has been found that the industrial school will not adversely affect or is materially detrimental to adjacent uses, buildings, or structures provided that the conditions contained have been met and maintained.

D. Carson Street and the adjacent public alley are adequate to serve the traffic generated by the site. Thus, no adverse effect is anticipated on existing roads and circulation as a consequence of this application.

E. The project will have 27 parking spaces including two ADA accessible parking spaces. There will also be one 10' x 25' loading zone space near the northwest corner of the building. The 16 spaces on the east side of the carwash building will be used as covered outdoor vacuum stations.

F. Notification of a public hearing has been made, pursuant to Section 9422, et seq., of the Lakewood Municipal Code and State law.

SECTION 4. The Planning and Environment Commission of the City of Lakewood, based upon the aforementioned findings and determinations, hereby grants the use as requested in Conditional Use Permit No. 948 provided the use is operated in compliance with the following conditions at all times:

A. The conditions, unless otherwise specified herein, shall be complied with within upon the initial opening of a business on this site, and not thereafter violated or deviated from except where authorized by amendment to this Resolution adopted in accordance with the provisions of this Resolution and the Municipal Code. The granting of said Conditional Use Permit and this Resolution, and any modification or change thereof, shall not be effective for any purpose until a certified copy of this Resolution (Exhibits excluded) has been recorded in the Office of the Los Angeles County Recorder. The granting of said Amendment, subject to the conditions herein set forth, are binding on their heirs, assigns, and successors in interest of the applicant and their heirs, assigns, and successors in interest.

B. The City shall require that all construction comply with SCAQMD regulations, including Rule 402 which specifies that there be no dust impacts off-site sufficient to cause a nuisance, and SCAQMD Rule 403, which restricts visible emissions from construction.

C. Moisten soil prior to grading.

D. Water exposed surfaces at least once daily to keep soil moist.

E. Water exposed surfaces at least twice a day, or as often as needed, during very dry weather or periods of high wind in order to maintain a surface crust and prevent release of visible emissions from the construction site.

F. Treat any area that will be exposed for extended periods with a soil conditioner to stabilize soil or temporarily plant with vegetation.

- G. Wash mud-covered tires and under carriages of trucks leaving construction sites.
- H. Provide for street sweeping, as needed, on adjacent roadways to remove dirt dropped by construction vehicles or mud which would otherwise be carried off by trucks departing project sites.
- I. Securely cover loads of dirt with a tight fitting tarp on any truck leaving the construction sites to dispose of excavated soil.
- J. Cease grading during periods when winds exceed 25 miles per hour.
- K. Provide for permanent sealing of all graded areas, as applicable, at the earliest practicable time after soil disturbance.
- L. Provide temporary fencing with windscreen material to control windborne dust. Plant hedges or other plant buffers on any site where construction activities could expose neighboring residences and commercial sites to prolonged exposure to windblown dust.
- M. During grading, periodic monitoring shall be scheduled by a City Inspector or a City planner to verify compliance of measures of dust control.
- N. During grading, final inspection shall be scheduled by a City Inspector or a City planner to verify permanent sealing of all graded areas has been provided for and that hedges or other plant buffers are planted to avoid exposing neighboring residences to prolonged exposure to windblown dust.
- O. The applicant shall retain a qualified archaeologist who meets the Secretary of the Interior's Professional Qualifications Standards and who shall conduct an archaeological monitoring program during any earthmoving involving excavations into younger Quaternary Alluvial deposits.
- P. The archaeological monitoring program shall be conducted in a manner consistent with archaeological standards and, in this case, conducted on a full-time or part-time basis, at the discretion of the Lead Agency. Should evidence of archaeological resources be uncovered, the archaeological monitoring program shall continue on a full-time basis until it is determined no more younger alluvium is being impacted.
- Q. If, at any time, evidence of human remains are uncovered during the development of this project, all activity shall cease immediately and the project contractor shall immediately notify the Los Angeles County Coroner's Office of the find pursuant to State law. The Los Angeles County Coroner shall be permitted to examine the find in situ. If the remains are determined to be of Native American descent, the Native American Heritage Commission shall be contacted pursuant to Public Resources Code Section 5097.98 and the Most Likely Descendent (MLD) named. In consultation with the MLD, City, Coroner, and archaeological consultant, the disposition of the remains will be determined.

R. If evidence of Native American remains or resources are identified, a Native American Monitor of Gabrieleno descent shall be contacted and given the opportunity to be added to the remainder of the monitoring program. Discoveries which may be encountered may include, but not be limited to, dwelling sites, stone implements or other artifacts, animal bones, and human bones.

S. If any archaeological sites are encountered during grading or construction of the project, all grading or construction efforts which would disturb these sites shall cease and an archaeologist shall be notified and provisions for recording and excavating the site shall be made in compliance with Section 15064.5 of the CEQA Guidelines, as amended.

T. During excavation and grading activities of any future development project, if archaeological or paleontological resources are discovered, the project contractor shall stop all work and contact the City. The applicant shall retain a qualified archaeologist or paleontologist and contact a representative of the Gabrieleno Band of Mission Indians – Kizh Nation to evaluate the significance of the finding and appropriate course of action. Salvage operations requirements pursuant to Section 15064.5 of the CEQA Guidelines shall be followed. If it is determined due to the types of deposits discovered that a Native American monitor is required, the Guidelines for Monitors/Consultants of Native American Cultural, Religious, and Burial Sites as established by the Native American Heritage Commission shall be followed.

U. Comply with the recommendations of the geotechnical report contained in Appendix "E" of the Initial Study prepared for this project.

V. Refrigerants shall be properly removed before an appliance is dropped off or collected for disposal at solid waste landfills, metal recyclers, or similar facilities.

W. Demolition and renovation work that would disturb hazardous materials should be performed utilizing safe work practices for identified metals.

X. Contractors engaged in disturbance of these materials should be notified of their potential content.

Y. California certified abatement contractor must be used for the abatement of asbestos-containing materials. A project manual for the abatement design should also be generated prior to the planned abatement activities.

Z. During all project site excavation and grading on-site, construction contractors shall equip all construction equipment, fixed or mobile, with properly operating and maintained mufflers, consistent with manufacturer standards.

AA. The contractor shall place all stationary construction equipment so that emitted noise is directed away from the noise sensitive receptors nearest the project site.

BB. Equipment shall be shut off and not left to idle when not in use.

CC. The contractor shall locate equipment staging in areas that will create the greatest distance between construction-related noise sources and sensitive receptors nearest the project site during all project construction.

DD. In order to minimize construction noise levels it is recommended that a temporary barrier, sufficient in height to block the line of sight between first and second story windows of adjacent single-family detached residential dwelling units (as applicable) and construction equipment shall be placed along the northern and western property lines during project construction.

EE. The western side of the car wash must be solid with no windows, holes or openings.

FF. The Whisper Drying System or a drying system with a noise level of 80 dB(A) at the exit of the car wash shall be used. After installation, the noise level of the installed equipment shall be verified by an experienced acoustical professional utilizing a Type 1 or Type 2 precision noise meter. Their findings shall be provided in a letter report and shall be submitted to the City of Lakewood Community Development Department prior to final inspection.

GG. All vacuum equipment shall be housed in structures that can provide for a closed door condition. The vacuum systems shall be kept in rooms with no exterior facing windows. Vacuum hoses and hose ends are an exception to this requirement.

HH. The openings of all rooftop vents associated with buildings that house car wash and/or vacuum equipment shall be slanted away from nearby residential land uses to the greatest degree possible.

II. The permitted hours of operation for the carwash shall be Monday through Saturday from 7:30 AM to 8:00 PM or 30 minutes after dusk whichever comes first, and on Sundays from 8:00 AM to 8:00 PM or 30 minutes after dusk whichever comes first.

JJ. The permitted hours of operation for the car service building shall be Monday through Saturday from 7:30 AM to 7:00 PM and on Sundays from 9:00 AM to 7:00 PM.

KK. Parking shall be configured for and maintained with sufficient lighting to illuminate the appearance and conduct of all persons in parking areas. All exterior lighting shall be designed and arranged so as not to reflect direct or indirect light upon abutting or adjacent properties, with a maximum light spill of point .5 foot candles at grade level.

LL. Managers shall emphasize the importance of effective communication between the managers of the establishment regarding professional business practices.

MM. Management shall have an ongoing liaison relationship with members of the Los Angeles County Sheriff's Department, so that communication may be easily facilitated if problems occur and to ensure a strong level of communication for crime prevention and problem solving efforts.

NN. The carwash and car service buildings shall have working "state of the art" video surveillance system in place to assist Los Angeles County Sheriff's personnel in their criminal investigations. The storage medium shall be secured in such a manner as to not to facilitate the easy removal from unauthorized personnel or employees under duress.

OO. The carwash and car service buildings shall have a "state of the art" silent robbery alarm system in place to allow employees to promptly report crimes in progress, if they are safely able to do so.

PP. Management shall ensure that no alcoholic beverages are allowed on the site and shall refuse services to any intoxicated person, or person who is under the influence of a controlled substance.

QQ. This CUP shall be subject to a six-month review after the initial opening of the carwash facility to ensure that the facility has complied with the requirements contained in this Resolution and to allow input from the Sheriff's Department for any concerns that may arise.

RR. Comply with the recommended conditions of approval for Development Review Board (DRB) Case No. 8607.

SS. Five-foot alley dedications shall be provided along the site's north and west property lines to comply with current City standards. The dedicated alleys shall be improved and paved to the satisfaction of the Director of Public Works.

TT. The applicant shall sign a written statement stating that he has read, understands, and agrees to the conditions of the granting of this Conditional Use Permit within twenty (20) days of the adoption of the Resolution approving the same, or this approval shall become null and void.

UU. This Conditional Use Permit may be modified or revoked by the City Council or the Planning and Environment Commission should they determine that the proposed uses or conditions under which it is being operated or maintained is detrimental to the public health, welfare or materially injurious to property or improvements in the vicinity or if the property is operated or maintained so as to constitute a public nuisance.

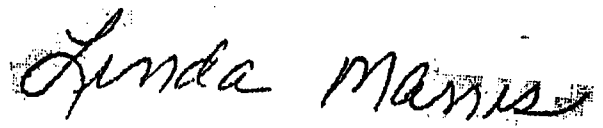
VV. The applicant agrees to indemnify, hold harmless and defend the City, its officers, agents and employees, from any and all liability or claims that may be brought against the City arising out of its approval of this permit, or arising out of the operation of the business, save and except that caused by City's active negligence.

WW. By signing or orally accepting the terms and provisions of this permit, entered into the minutes of these proceedings, the Permittee acknowledges all of the conditions imposed and accepts this permit subject to those conditions with a full awareness that the violation of any of said permits could subject Permittee to further hearings before the Planning and Environment Commission on the issue of revocation or modification.

SECTION 5. A certified copy of the excerpts of the minutes applicable to this case and this Resolution shall be delivered to the applicant.

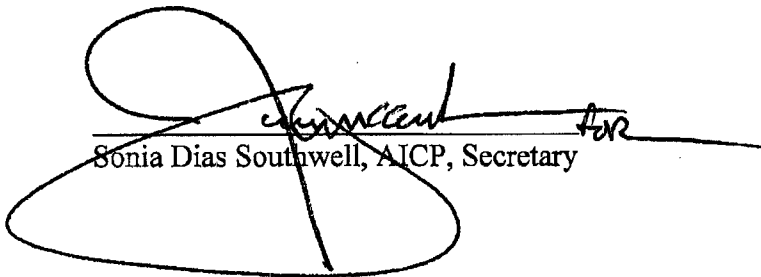
ADOPTED AND APPROVED this 6th day of July, 2017, by the Planning and Environment Commission of the City of Lakewood voting as follows:

AYES:	COMMISSIONERS: McKinnon, Stuckey, Manis
NOES:	COMMISSIONERS: Samaniego
ABSENT:	COMMISSIONERS: Quarto
ABSTAIN:	COMMISSIONERS:



Linda Manis, Chairperson

ATTEST:


Sonia Dias Southwell, AICP, Secretary

CONDITIONAL USE PERMIT NO. 948, REQUESTING APPROVAL FOR A CAR WASH AND CAR SERVICE ON PROPERTY LOCATED AT 6741 CARSON STREET (Mario Torres on behalf of Andy Sehremelis for Parkcrest Car Wash)

Director Sonia Southwell delivered the oral report all as contained in the written report and slide presentation, as contained in the file for Conditional Use Permit No. 948.

Commissioner Samaniego asked if the back wall would be closed off and if that is why the trees and shrubbery will be there.

Director Southwell responded that the applicant's first proposal to the Development Review Board included a request to exit onto the alley, but they were required to modify that and exiting through the building into the alley was disallowed. The current proposal includes a solid wall facing the alley with landscaping. Director Southwell added that the auto repair business is an allowed use in this commercial district and that it is only the car wash business that requires the Conditional Use Permit.

Commissioner Samaniego asked if there would be a wall on the east side where the eucalyptus trees are located.

Director Southwell replied that there would be no wall, only trees, with vacuum station canopies and a planter. Additional trees will be added.

Commissioner Samaniego asked if any of the light poles would be removed.

Director Southwell replied that the light poles would remain as they are.

Commissioner Samaniego asked if there would be an additional wall in the more populated area on the west side.

Director Southwell responded that there would not be a six-foot wall on the west side, but there is a retaining wall in that area to address grading issues.

Commissioner Samaniego asked if an additional retaining wall would be constructed on the west side.

Director Southwell replied that structurally, this would be a Public Works issue. If a five-foot street dedication were to be indicated, and if the Director of Public Works requires the improvements at the outset of this project, there could be different grading options. If the grading remains as it is currently, a retaining wall would probably be required.

Commissioner Samaniego asked if the demolition of the McDonald's building has begun.

Director Southwell replied that, as of today, the building remains there.

Commissioner Samaniego inquired about the significant amount of correspondence between the City of Lakewood and the Gabrielino Indian Tribe.

Director Southwell explained that the City is required by state law to notify the Gabrielino-Tongva tribe of certain City projects, particularly those involving excavation, and they have the

right to respond that they wish to monitor the project.

Commissioner Samaniego asked what the relevance is, e.g. Indian burial ground.

Director Southwell replied that this is the historical area of this tribe primarily, and Gabrielino-Tongva is an active tribe.

Attorney Tsai confirmed that the communication between the City of Lakewood and the Gabrielino-Tongva tribe is a state requirement.

There being no further questions of staff, Chairperson Manis opened the public hearing.

Andy Sehremelis, 2910 Archibald's Avenue, Suite A-250, Ontario, California 91761, addressed the Commission, identifying himself as the applicant and owner. Mr. Sehremelis explained that he is a former resident of Lakewood who has worked with the Indian tribes on past projects, and he is the founder of Archibald Restaurants. He has also operated car washes and gas stations for the last 20 years. Mr. Sehremelis stated that when he became aware of the availability of this property, he was drawn to it, because he felt that it was in his own backyard. Measures have been taken to show consideration of neighbors, e.g. a higher end blower (whisper system) developed in Italy, to reduce noise. Mr. Sehremelis concluded his remarks by stating that he operates all of his businesses with consideration of the people in the area and that he was accompanied by his automotive group in order to answer any questions.

Commissioner Stuckey asked if the car wash is fully self-serve.

Mr. Sehremelis replied that there is an attendant to maintain the vacuums.

Commissioner Stuckey asked if the cost of using the vacuum is included in the price of the carwash.

Mr. Sehremelis responded affirmatively.

Commissioner Samaniego asked if there would be detail work.

Mr. Sehremelis replied that they would not be doing any detail work.

Commissioner Samaniego asked if there would be multiple one-bay businesses within the auto repair building, each owned and operated separately.

Mr. Sehremelis replied that there will only be one tenant.

Commissioner Samaniego asked if the two structures would be uniform in color and overall appearance.

Mr. Sehremelis responded affirmatively, stating that there would be conformity and the business will blend well with the surrounding neighborhood.

Brian Kite with SRK Architexts, 2254 S. Figueroa Street, Los Angeles, California, 90007, addressed the Commission, explaining that his company has worked hard to create architecture that is compatible. All elements of the service bays will help to buffer and anchor the site. It is

currently somewhat open-ended and this will make it more of an enclave. The light standards on the east side will be removed and the landscape architect has designed more modern and energy efficient fixtures.

Commissioner Samaniego referenced the property lines in the parking lot of the Regal Inn, the Bike Store and the Golf Shop, and asked if issues were anticipated regarding the location of the car wash territory lines in the parking lot areas assigned to other businesses.

Mr. Kite replied that it has not been an issue and explained that there is already an easement and a right to utilize that property.

Commissioner Samaniego responded that he was not aware of the easement.

Arthur Pinette, 4323 Quigley Avenue, addressed the Commission, stating that he lives on Quigley Avenue where it is quiet and he would like for it to stay that way. Mr. Pinette stated that his daughter and grandchildren live at 4174 Quigley which is on the back side facing the alley. There are already enough noise issues with traffic, trash trucks, delivery trucks, etc. Mr. Pinette stated that he has been a mechanic most of his life and knows how noisy these shops can be, e.g. tire changing, air tools, smog test functions, cars running on a dynamometer producing fumes, etc. Noise, fumes and congestion will all be issues. Mr. Pinette stated that he has spoken to all but three of the neighbors whose residences border this proposed business and referenced five of these residents in attendance at the meeting: Mrs. Haynes, Vince, Laura, Jessie, and Larry. Mr. Pinette stated that all of them are in agreement that there is no need for another car wash. It is not about how it looks; it is the noise and the fumes. The small side alley which is entered from Los Coyotes Diagonal and Carson Street as well as Ostrom Avenue, is used by people to get around the poorly designed access to the store on the corner. The traffic here will increase if this project is approved. McDonald's created their own turn lane, but that doesn't alleviate the problem of people waiting or the mechanics shop in the back, open on the Carson side; noise will still transmit to the neighborhood. The alley is fairly narrow and if the business decides to widen it, trees would have to be removed. Residents like the trees, and the business will have to replace them. Mr. Pinette stated that there is already a car wash on that corner; the Shell station has an automated drive-through car wash. The blowers are loud and can be heard at the houses bordering the alley. How it looks or even the lighting is not as important as the noise and fumes. Mr. Pinette concluded his remarks by stating that many of the neighbors were not notified about this meeting. Most of them said that they never received a public notice.

Laura Nelson, 4150 Quigley Avenue, Lakewood, California, addressed the Commission, stating that her greatest concern is that every noise will be funneled right into that corner. Ms. Nelson stated that her 91-year-old grandmother lives at the kitty corner. When McDonald's was there, customers could be heard at the drive-through. Now, every drunken fight at the Regal can be heard. Ms. Nelson asked about the days and hours of operation.

Director Southwell responded that the business would operate from Monday to Saturday from 7:30 a.m. to 8:00 p.m. or 30 minutes after dusk, whichever comes first, and on Sundays from 9:00 a.m. to 7:00 p.m. or 30 minutes after dusk, whichever comes first.

Ms. Nelson asked Director Southwell to bring up the site map on the PowerPoint screen to indicate what the property will look like when construction is complete. Ms. Nelson referred to the upper right corner, stating that the property is quite open and with the building and trees

being proposed, it is going to make that alley hidden. People from the Regal Inn tend to party in the alley and this will enable them to party even longer. Ms. Nelson asked if the Sheriff's Department has been consulted regarding the proposed project.

Director Southwell stated that the Sheriff's Department has been consulted and their recommended conditions of approval are included in the Conditional Use Permit also.

Ms. Nelson asked if the Sheriff's Department will be increasing their presence on weekends and at night.

Director Southwell replied that she cannot answer that question. However, the protocol would be to call the Sheriff's Department if there is a noise problem.

Assistant Director McGuckian explained that the applicant is required to have an ongoing liaison with the Sheriff's Department.

Ms. Nelson asked, considering the cover at that building, if illegal dumping will be a problem and inquired as to who is responsible for the landscaping.

Director Southwell responded that any improvement to a private property is the responsibility of the private property owner. The only relevant area that would be handled by the City is the private alley.

Ms. Nelson asked if the trees by the alley would remain.

Director Southwell responded that trees will be added on the west side by the alley.

Loretta Croom, 4158 Quigley Avenue, Lakewood, California, addressed the Commission, stating that she lives with her 84-year-old mother, and that her property is directly in the middle section of the alley near the proposed car wash. Ms. Croom stated that she is already struggling with noise from the Regal Inn and formerly with noise from McDonald's. Ms. Croom asked how the applicant would minimize the noise and the light, adding that she is already calling the Sheriff 20 times each night.

Assistant Director McGuckian stated that the Sheriff's report for this property did not find any incidents that directly reflect negatively on the proposed business. There is no history of complaints, but the preventive recommendations of the Sheriff's Department have been incorporated into the Resolution nonetheless.

Commissioner Stuckey asked about the calls being placed to the Sheriff's Department, and specifically asked if the calls were specifying that the reported problem is with the Regal Inn. The Regal Inn is a separate issue and if there are problems with Regal, it is important to contact the Community Development Department and make them aware. Also, this new business will be subject to a six-month review.

Ms. Croom asked about the completion date for this project.

Director Southwell responded that the applicant would be given the opportunity to return to the podium after the public hearing has closed, in order to respond to comments and provide answers to additional questions such as this one.

Jesus Parra, 4102 Ostrom Avenue, Lakewood, California, addressed the Commission, stating that he is opposed to this new car wash. Mr. Parra stated that he lives southwest of the location and that it is bad enough as it is. There are already a lot of issues with that lot, it is already too noisy, and this will make it worse.

There being no one else wishing to be heard on the matter, Chairperson Manis closed the public hearing and invited the applicant to return to the podium to respond to the comments that had been made.

Andy Sehremelis, the applicant, returned to the podium, and stated that he is sympathetic to the people living around the proposed business. Mr. Sehremelis explained that this is the reason why they have designed the circulation of the project so that cars will not come around and exit onto Ostrom Avenue. Mr. Sehremelis added that he works in conjunction with Lakewood Sheriff Jim McDonnell on the homeless action that Sheriff McDonnell just initiated and, if there is a problem with the Regal Inn, he will capture it on his cameras and report it.

Various members of the audience began speaking to the applicant from their seats, at which time attorney Tsai explained that the public hearing had been closed and this was only an opportunity for the applicant to address all comments that were made during the open public hearing in response to his application. Since the public hearing has been closed, no further comments are permitted. Attorney Tsai added that Mr. Sehremelis stated that he would be available after the meeting if anyone had further questions or comments.

Commissioner Stuckey moved and Vice Chairperson McKinnon seconded that RESOLUTION NO. 14-2017, A RESOLUTION OF THE PLANNING AND ENVIRONMENT COMMISSION OF THE CITY OF LAKEWOOD, APPROVING CONDITIONAL USE PERMIT NO. 948 ON PROPERTY LOCATED AT 6741 CARSON STREET, be approved as submitted.

AYES: COMMISSIONERS: Stuckey, McKinnon, Manis
NOES: COMMISSIONERS: Samaniego
ABSENT: COMMISSIONERS: Quarto
ABSTAIN: COMMISSIONERS: None

BUILDING REHABILITATION BOARD

Chairperson Manis called to order the meeting of the Planning and Environment Commission sitting as the Building Rehabilitation Board.

Neighborhood Preservation Manager, Charles Carter, welcomed the new City Prosecutor, Adrienne Mendoza, and then introduced Community Conservation Representative George Bouwens, who presented the public nuisance case, for 6236 Ibbetson Avenue.

Public Nuisance

**6236 IBBETSON AVENUE
(Donald and Marlene Porter)**

CCR Bouwens delivered the oral report summarizing the written staff report and slide presentation, as contained in the file for this Code Enforcement Case and requested approval of staff recommendation to declare the property at 6236 Ibbetson to be a public nuisance.

5723 '17 SEP -5 P1:21

To the members of Lakewood City Council,

My name is Art Pinette, I'm writing this letter to the elected Lakewood City Council on behalf of the neighbors that border the C-3 zoned property at 6741 Carson street where a car wash/ auto service facility is proposed and approved to be constructed. I have family and friends in the R-1 homes along Ostrom Ave., Quigley Ave. and Los Coyotes diagonal, I live further away on Quigley.

Greetings, a confidant graced me with your email addresses, I hope you are not offended. Communication is very important to make good ideas happen and help keep bad ideas from happening with bad results along with wasted time and resources. Had communication occurred with the nearby neighbors before this project was proposed, the fix we're in could have been avoided.

Firstly, we neighbors are not opposed to new thriving businesses in our commercially zoned areas in our community. Business is a recognized valuable asset to our economy that provides jobs, financial resources and revenue to our local population, infrastructure and government.

Our government oversees laws and development that benefits all citizens and businesses in Lakewood and is exemplary and admired by many other communities. We have learned that we can depend on our city Governments to provide wise, informed and educated decisions and actions to enforce the laws and codes . Essentially we expect protection under the law as well. This includes ensuring our rights are not abridged. We depend on your common sense to seek justice and be prudent.

History

A permit was approved 29 years ago by the city to an entrepreneur wanting to add a restaurant franchise to his growing chain of restaurants. He received his permit in spite of the bordering neighbors protests and petition against him. The neighbors feared the introduction of a drive-thru lane just the other side of their shared 20 foot wide alley that included entrances to their garages and backyard space. The drive-thru would yield a row of idling, creeping cars emitting noise and exhaust that wrapped its way around the building into the parking area. A speaker/ microphone would be installed and used for two-way ordering, could be heard by the neighbors. For 28 years , many of the same neighbors and some newer neighbors suffered daily, the noise, fumes and the lesser nuisance of smells of burgers and fries being cooked and fried daily and into the evening. This required keeping shut the rear windows and doors as their only barriers. The neighbors did see this as an abridgment to their right to the enjoyment of quiet in their homes and yards. The petition, obviously was not successful but it does show how the neighbors rejected noise then as they do now and it should be considered relevant evidence to today's issues with what's ahead.

Present

Unlike the noise levels of the previous Drive-thru, a very different and louder business can be expected with the noise of machinery associated with a car wash and an auto repair facility condensed in a small area very close to our homes, so close that it is unprecedented in Lakewood. Car washes and auto shops in other Lakewood locations are not as close as the proposed operation to homes.

Adjacent to the proposed site in the same business corner, is an automated car wash, there many years. Also 80 decibels at the exit , it's loud, we don't like it, we put up with it. We've learned.

I doubt these folks are agreeable to be coerced into accepting even more noise and other grievances, having had the experience of the last 28 years. You can say, "Well they've put up with McDonalds drive-thru for 28 years and the Carson Street traffic is louder than ever, they can stand as much and even more." Well, this just isn't the case. They are tired of it and hope for a more peaceful future.

A bordering neighbor drafted a new petition on which we have obtained a great amount of signatures from the bordering neighbors and nearby Carson Park neighbors that don't live as close to lot but support the ones that do. It may not be accepted as evidence or even be successful but demonstrates opposition to the car wash/ auto repair facility. It demonstrates public opinion on this type of business we would not want close to our homes. It is not our choice which business is allowed to operate in this commercial lot. But it is our right to protest a plan that will potentially diminish our quality of life. A poll taken on a local community site, also shows that a majority of neighbors are not in favor of the plan and would prefer a business that doesn't yield noise, fumes, traffic and parking problems. Pretty much everyone agrees having this type of business this close to homes is a bad idea.

One point we all agree on, is cleaning up the abandoned lot and replacing the building with something suitable to our community that doesn't negatively affect the neighborhood.

The neighbors have been quoted saying they have been enjoying the break since the Previous drive-thru restaurant closed . Long time residents remember the businesses even before it came as very quiet markets. Even the grocery delivery trucks came and went in short order. The deliveries to the drive were more often and sometimes waited in the alley emitting fumes until there was a break in the line of cars being served. The truck drivers were at fault in this situation, not the restaurateur.

The Public Hearing 7/6/2017

The bordering neighbors notified and allowed to participate in the CUP hearing assume their presence and spoken opinion must have some heft. Why else for the invitation.

The required notification of the public hearing on negative declaration of the car wash/ auto repair plan for permit approval went out to residents only 300 feet from the property lines of the lot, 14 days prior to the hearing. I was not one of those residents. I didn't hear about it until a concerned bordering neighbor asked me for a ride to city hall to look at the plans, 1 1/2 days before the hearing. After seeing

the plans on what these bordering neighbors were in for, I quickly delivered reminders to them of the pending meeting. Except for those that were away, all expressed their opinions in opposition to the plan. Eight of us were rallied to attend the meeting and did. An audio recording of a ninth bordering neighbor was brought but not heard.

The section of the hearing began with the community development director introducing the title of the proposed plan and asked if the commissioners had a chance to read the ream of papers that consist of all of the studies on the project. We were not supplied with the study or even know of its existence until this meeting. The printout we received at the public works desk was very minimal.

She summarized project details to the audience and the panel of four commissioners in a matter of minutes . Some things she spoke of got my attention right away, like, the code calls for 10 feet added to the 20 foot wide alleys but we are asking for 5 feet. And the auto shop portion of plan would normally be approved without a hearing. Also she mentioned that the plans regarding the alleys went to the DOT several times and stated that an alley entrance on the northeast corner would be sealed and landscaped because of noise. She said " the first proposal to the DOT included a wall, then the architect said " we required the redesign " eliminating the walls.

What about the alley entrance and exits on the west side? Will they be sealed and landscaped because of noise? How does landscape replace a wall when it comes to noise!, When she was asked about the west side that borders the neighbors " Will there be a wall? , she said "There will be no walls".

Strategically placed questions from commissioners, avoided some details in other areas that were important to us. We were mistaken assuming their diligence to us. Very little attention was given to alley use, except for altering the code of 30 feet wide to 25 feet wide , which was self serving.

She invited the developer applicant to put on his show with backup from his architect. They had ample visual aids showing the artists' renderings of the proposed project. The architect showed us the thick 458 page plan and study, stating how much work and time went into it and referred to its complexity. The up-selling of the plan began and the developer was very convincing as he put on a great show firstly mentioning all his other triumphs in development and owning and operating many businesses at many locations. He continued with telling us that he once was our neighbor on Los Coyotes what a great neighbor he wants to become. He lives in Los Alamitos. His business is in Ontario.

He started out explaining how quiet the blowers will be calling them the Whisper System and how he could have had walls to mitigate the noise in the design but decided to go with landscaping and shrubbery because it's more pleasant to look at. (Trees and shrubbery are way less expensive than tall block walls but not at all as effective at blocking noise). Ask the neighbors which they would prefer: trees and shrubs with noise or a tall wall with way less noise?, they

would choose the wall. And what we mean by A Wall, is tall and continuous with the entrance and exits into the public alley closed off by a wall or gates containing sound reducing materials.

The community development director's statement on how the auto repair shop would not have required a hearing as it would by itself be an 'over the counter' permit, downplayed the probable impacts of auto repair facilities, chiefly noise, then dust, fumes and traffic. Having my experience and education of mechanics and operation of shops, many red flags were spotted looking at the plans and after visiting and comparing other auto shops in Lakewood, none of which are in such close proximity to homes. The developer uses examples in other cities, we don't care about other cities, this is our neighborhood and we like it the way it is.

Our turn

This process has been difficult for us because of short notice and not even knowing what we were up against, not having plans to study and discuss between us before the notices came. Where the developer had the unfair advantage of planning with the cooperation of the city's community development director and had the studies completed and a presentation all prepared before any neighbors knew what was coming.

We, neighbors were unfamiliar with the pace and short order of business of a public hearing. We were individually instructed to come to the podium to speak, recording our name and address. Tho some of us managed to fumble through speaking at the podium, our efforts didn't seem effective at getting any questions or feedback from the commissioners, It would have been nice to be prompted with questions regarding our perspective. It was as if they didn't want to hear anymore than what we presented. We spoke our concerns, Mr.Parra and I spoke mostly about the noise and traffic issues, Mrs. Nelson spoke of the noise and disturbances associated with the Regal Inn, including parties, homeless and illegal dumping in the alley. Mrs.Croom's speech was similar and added complaints about lighting. They didn't realize that speaking of issues with adjacent businesses and the homeless situation was not helpful to our case because it didn't directly relate to the plan, which used valuable time. Four out of the eight of us spoke then, distracting comments from the audience were corrected by advising her to come to the podium. She didn't. *We were then asked if anyone had anything different to say that wasn't already said?* Anyone else? I turned around and looked at the other four that hadn't come forward yet, they looked as if they perhaps, were intimidated and didn't respond. They didn't realize or know how important it was to be individually heard. None came forward.

Immediately, the developer was back at the podium for rebuttals to our arguments.

* edited from the audio or the mic was turned off*

Heard

When Jesus Parra came forward and spoke. He made some very important statements, Mr. Parra's passionate speech was not transcribed in it's entirety into

the resolution yet it is on the audio disc that I purchased from the city clerk for \$30 dollars. When I purchased the transcripts from the hearing, I assumed that all that was said would be in it and not just a summary of the portions that were favorable to recall.

The part where Mr Parra's speech that was not transcribed is as follows:
"I want to live where my house isn't going to be that noisy, I was already to the point where I thought about selling my house because of the noise and I think this carwash is going to make it a lot worse."-- This should have been considered 'a life changing statement' and should have been included in the transcriptions. He may be compelled to move away because of additional noises added to what his family is enduring currently. Moving is a major decision in anyone's life and should be addressed.

How this hearing was conducted, its content and quick motion to accept and approve this plan is what inspired us to petition against the decision. I would also like to bring to the attention to the council, the editing of the audio recording of the hearing. We can refer to specific sections missing.

I was advised by the office of the city clerk that at the appeal meeting, discussion on items not presented at the public hearing, could not be presented as evidence. Likewise for the petition that we now have. Had we obtained a petition before July 6th, it would have been accepted as evidence then and now. Too bad we didn't have a watchdog to keep us abreast of plans that could negatively affect us. Our petition is being date stamped as received and recorded by the Lakewood city clerk.

The plans were discussed at the hearing, therefore, this is where we will discuss the content of the plan that concerns us. The points listed below:

- * 1 The used of ambient noise levels at various times of day to determine a baseline level for purposes of establishing a threshold decibel level to which exceeding by 3dB(A) is not a significant impact and exceeding by 5dB(A) is an audible increase that may be considered an impact on the hearing environment.
- * 2 Adding to the accepted threshold level by including the property in question into an Airport Influence Area by 1/100 of mile = 53 feet which raises the CNEL (Community Noise Equivalent Level) to 70 CNEL.
- * 3 The sound plan figure 5 that describes tested reception of noise and states-volumetric levels of equipment in location at the the proposed operational business plan and the estimated reception levels of bordering neighbors property lines and the Time Weighting of noise level findings.
- * 4 Impacts on shared public alleys and their intersections with main roadways.
- * 5 a.Terminate the permitted plan b. Modify the permitted plan

* 1 Referring to the Noise study and Consultation that utilized "Ambient Noise levels" currently being suffered by these residents is not reasonable as the noise was unwarranted and developed increases over time as lanes were added and daily traffic increased. These ambient noise levels are not now or ever will be acceptable to us as a 'threshold' that a developer might choose to label as a status quotient of noise that we should be able to tolerate and be used as a baseline to justify inflicting more outlandish noise on the neighboring residents.

* 2 We know that the sound study firm was paid for by the applicant . They've found every possible loop hole biased towards success. The mere fact that the properties' southwest corner is supposedly one/ one hundredth of a mile inside of "A two mile Airport Influence Zone" which raises the CNEL demonstrates this. The increased CNEL standard of 70dB(A) will then allow daily operation of the car wash/auto repair to produce as much noise plus 3 dB(A) more without consequence. We scarcely hear aircraft anymore due to innovations in jet engines and the end of military jets produced at Boeing. This 1.99 mile measurement is debatable anyway as some readings actually come out over two miles. The fact of 1/100 of a mile (52.8 feet) as a reason to raise our CNEL (community noise equivalent level) is ludicrous and should not warrant consideration for a- threshold equivalent standard for these residents that mostly hear the traffic from Carson street all of the day and half the evening.

* 3 The sound plan states facts that the car wash tunnel entrance has a possible 89dB(A) sound level and the car wash tunnel exit an 80 dB(A) sound level which is referred to as a worst case scenario in the findings. This must be during the drying cycle. In what world are those decibels considered low, insignificant and acceptable? The sound plan (figure 5) shows the estimated reductions in decibel equivalents at the rear property lines of the R-1 residents without the benefits of masonry walls, the readings are not realistic. We know this because we have an example of the same noise level at the automated car wash at the Shell station at 6819 Carson. It produces 80 dB(A) at it's exit. At 50 feet away straight ahead is still 80 dB(A) and 50 feet to the side of the exit, it is 75 dB(A). According to several residents adjacent to the tunnel, the first house being 100 feet to the side of the tunnel exit, the homeowners refer to the car wash as extremely noisy. Several of her neighbors even further away are irritated. How can that not be considered : "A significant impact" on our neighborhood environment ? We believe that the sound plan must be inaccurate or mistaken. We also feel that the incremental length of time, that the blowers operate (time weighted) should be considered irrelevant as their disturbance has a lasting effect when exposed to them daily during times of light traffic and lower ambient noise.

Other sources of noise listed on the sound plan such as sixteen vacuum stations @ 65dB(A) and the auto repair facility @ 66dB(A). The homes will be exposed to the noise as there are no plans for walls or gates on the openings. The

auto shop noises such as pneumatic tools and revving engines , tire machines and a smog test dynamometer will be considered nuisances at those decibel levels. The developer said he "would 'try' to mitigate the noise levels " and 'wants' to "be a good neighbor" the words "want" and "try" are subjective, and indicate no actionable intent. Should this project be completed without the addition of sound barriers walls of sufficient height and gates of sound reducing materials across the openings to protect the residents, we will continue to protest the operation. Erecting the sound barrier walls would show good faith in a real effort to mitigate the noise that will be produced. We know walls and gates are far more expensive than shrubs and landscaping, but will be far more effective than plants and trees at protecting the neighbors from the noise the operation produces.

* 4 Impacts of increased pressure on Public alleys

When the developer was asked about the use of the alleys, he diverted with details about the drive-thru lane as not being used and chained off except for being opened to allow an exit for jam in the tunnel. I think this confused attendees about the difference between the drive-thru and the public alley. My research shows that the shared public alley was not included in the traffic study. Our concerns for the amount of use the alley is exposed to, is warranted. The developer stated the "alley use may be even less".

The alley is the conduit between the proposed project and the R-1 residents and will be most likely utilized by the car wash and auto repair facilities. We have concerns about the noise, increased traffic, dust and fumes in the public alley and increased pressure at the alley intersections at Ostrom and Carson streets and at Los Coyotes diagonal which could contribute to more accidents. The plan shows one entrance and two exits on the west side alley.

We would prefer that these openings be covered as in section * 3 and not used, but noting the absence of gates in the plan we assume that the operators will fully make use of the alleys as they are a legal 'right of way', thus an increase of use is eminent.

Use scenario

Carwash customers may exit into alley as they finish at the vacuum stations or use it as a short cut/bypass to the neighborhood. It may be used as an entrance to the auto repair shops, most likely, cars will be test driven by the mechanics at the auto repair facility, in , out and on the alleys posing additional dangers. During rush hours, the alleys will surely be used as an alternative to entering and exiting onto the very busy Carson street. Adding to the congestion, the overflow parking that the 'now' abandoned drive-thru restaurant lot is unintentionally providing, (17 cars counted one day) will come to an end, forcing the shop employees, patrons and gym members to park elsewhere in the already parking deficient business area. The searching for other parking by these persons will increase pressure on the alleys thus increasing accident probability. There are current complaints about the lack of adequate parking, the future with the plan will be problematic. Ask the neighbors about the frequency of accidents and near misses at the alley ends.

Building code calls for thirty feet (30') wide alleys on new construction, we believe this code should be adhered to. For residents whose garages open into the alley, we believe the wider alleys will be a great safety benefit. Trees inside the property line may have to be replaced as the widening may require their removal. The increased distance will also help with noise dissipation. The small footprint of this lot tucked into the space between the existing stores and the bordering residents does not lend well to the proposed assembly line like functions of this type of business. It's easy to see why the developer applicant requests five foot alley dedication instead of the code required 10 foot alley dedication , this would allow them the opportunity to do essentially nothing to the existing dividers and retaining walls and spare the existing trees if they wish. Obviously, again, way less expensive than widening the alleys to code. And , likewise, the omission of walls as sound barriers would also be desired as they would encroach on his useable space.

Option 1

We would prefer that the permit be rejected, end result: peace and quiet for residents and more sensible use of the lot.

Option 2

We ask for a variance of the permit that was approved to include ten foot high masonry walls within the north and west property lines allowing a 30 foot wide alley. We are asking for ten foot high gates on the the three lane openings into the west alley manufactured of sound reducing materials. The secondary effect of the gates will be a reduction in pressure on the alleys.

Dismissal of the appeal would subject the residents on Quigley , Ostrom and Los Coyotes to many years of even worse conditions than before and effect a reduction of their property values.

Thank you for reading this letter, we hope a compromise can be made.

Regards, Art Pinette, a concerned Lakewood resident

Footnote

" A conditional use permit allows the city to consider uses which may be essential or desirable, but which are not allowed as a matter of right within a zoning district , through public hearing process. A conditional use permit can provide flexibility within a zoning ordinance."

CITY OF LAKEWOOD
Internal Cash Control Form

Received from ~~Arthur P. Hite~~ Jean A. Haynes Tree

Address: 4125 Los Coyotes Diagonal
Lakewood, CA 90713

For: Appeal Fee (Planning Commission Decision)

Credit 1010-0012-46214

MISCELLANEOUS

\$ 300-

Date / Time

: 07/25/17 10:11

Payment

: \$ 300.00

Ring
here

CK 1084

My name is Arthur Pinette, lifelong resident on Quigley Avenue in Lakewood. I am filing this appeal with the support of nineteen signed residents. The neighbors on Ostrom and Quigley streets unanimously reject and protest the establishment of a car wash facility with 8 outdoor vacuum stations and a car service building on the commercial zoned lot at 6741 Carson street in Lakewood.

We were given notice that if we challenged the results of the permit granting meeting concerning the "Conditional Use Permit" granted on July 6th 2017, that if we wish to appeal, we must describe the issues raised at the meeting and deliver to the city at or prior to the public hearing. The meeting took place and the meeting minutes should show that four of the eight residents that attended the meeting, spoke in rejection of the plan i.e. Permit. We have the support of the rest of the bordering neighbors as shown on a petition signed by them listing their addresses and listing their concerns:

Citing Noise, Fumes, Smells, Congestion of Idling cars, Parking, Removal of trees as infringements on our rights to Peace and Quiet and the lowering of Property Values as a result of the above infringements.

The environmental study of the plans were conducted without the inclusion of the adjacent neighbors. We were given only two weeks notice of the public hearing to meet and discuss our concerns. The permit was granted with only the input of four neighbors after we were asked if the rest of us neighbors attending had differing arguments. This is to state now that all of the neighbors concur on the statements that the four that spoke presented.

It may now be apparent that a legal strategy is required, hence forth, this appeal. Please be expedient on this appeal application. Thank you, sincerely, with regards, the Lakewood residents on Quigley and Ostrom streets

ARTHUR PINETTE
4323 QUIGLEY AVE.
LAKEWOOD, CALIF.
90713
CELL: 562 650 4080
HOME: 562 425 1192

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CITY CLERK

5576 17 JUL 26 AM 11

We the undersigned wish to express our concerns and objections to the proposed construction of the automatic carwash, the smog testing operation, the vacuum devices and the auto repair facility next to our homes on Ostrom and Quigley.

Our objections include:

1. Noise. To those who have used an automatic carwash, you are well aware of the noise generated at the entrance and exit of the carwash. Additional noise will be generated by the 8 to 10 vacuum cleaners on the facility. This noise will effect all residence on Ostrom and Quigley that border the area.

Lakewood ordinance 75.8

4240 Unnecessary noises. No person shall make, cause or suffer, or permit to be made upon any premises owned, occupied or controlled by him and unnecessary noises or sounds which are physically annoying to persons of ordinary sensitiveness or which so harsh or so prolonged or unnatural or unusual in their use time or place as to occasion physical discomfort to the inhabitants of any neighborhood.

2. Pollution. We already are subject to high levels of pollutions from Carson but we accepted that when we purchased our homes but we don't wish to add any more. Vehicles using the wash will emit car fumes while waiting to enter and in leaving. In addition we can expect additional auto exhaust from the smog testing station. We have not been informed of the type and scope of the auto repair service that may affect the environment.

3. View and appearance. Again most of you are aware of the appearance of a carwash. Less than desirable

7-21-2017

4. Property values. It will be difficult to determine the amount of property values that will be affected in the nearby residences. But it is reasonable to assume that placing such an operation 20 feet from your property will not enhance it.

We the undersigned hope the city council will take these objections into consideration when making your decision. Lakewood has always been a family friendly city and we have been proud to live here. Please look around for sites more appropriate for this type of operation. We have been happy to have Mcdonalds as neighbors and hope you can find a similar business for this area.

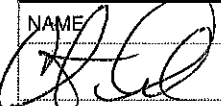
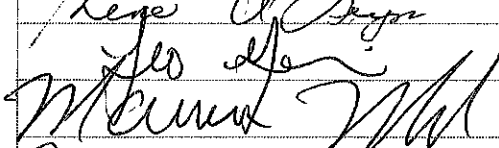
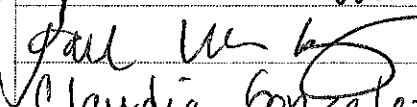
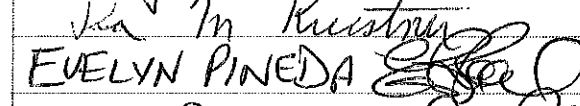
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5688 17 AUG 24 PM 2:20

CITY OF LAKEWOOD
CITY CLERK

Name	Address	Signature
BILL SYURSON	4112 Ostrom	Willie Syurson
MYRNA SYURSON	4112 Ostrom	Myrna Syurson
JESUS PARRA	4102 Ostrom	Jesus Parra
ROSA PARRA	4102 Ostrom	R. Parra
Vince Chhin	4108 Ostrom	V. Chhin
Benjamin Schuster	4118 Ostrom	Benjamin Schuster
SORIN CONSTANTIN	4174 Quigley	Sorin
Erin Pinette	4174 Quigley	Erin Pinette
WALDO PHILLIPSON	4164 QUIGLEY	W. Phillipson
ARTHUR PINETTE	4323 Quigley	Arthur Pinette
LAWRENCE FINCHER	4134 Ostrom	Lawrence Fincher
Melby Munoz	4109 Ostrom	Melby
MIA Champ	4115 Ostrom	Mia Champ
Delia Prowant	4137 Ostrom	Delia Prowant
Victor Sanchez	4170 Quigley	Victor Sanchez
Loretta Croom	4158 Quigley Ave	Loretta Croom
Mary Taylor	4154 Quigley Ave	Mary Taylor
FERDY PAINTER	4177 QUIGLEY	Ferd Painter
DANNY PAINTER	4163 Quigley	D.P.
Ken Nelson	4150 Quigley	Ken Nelson
KELLY CARBUJIDO	4128 Ostrom	K.C. Carbujo
JEAN A. HAYNES	4125 Los Coyotes	Jean A. Haynes
FREDDA PLUMMER	6753 CARSON ST	Fredda Plummer

We, the undersigned, oppose construction of a carwash/auto repair facility at 6741 Carson Street, Lakewood, CA

NAME	ADDRESS
 Curtis VanderMolen	4284 STEVET AVE 322/394-8644
Brenda VanderMolen	4284 STEVET AVE
Rege A. Lynn	h. Q. LEY 424 Quigley h. Q. 90713
 Raymond Stephan	4224 QUIGLEY AVE 90713
Susan Galang	4237 Quigley Ave 90713
MARIE T. ELISABETH	4255 Quigley Ave 90713
Alison Van Wijk	6774 Harvey Way 90713
 Claudia Gonzalez	4225 PETALUMA AVE 90713
Karla L. Larriz	4254 Petaluma Ave 90713
Patti Anthony	4254 Petaluma Ave 90713
JUSTIN RAMIREZ	4231 petaluma Ave 90713
STEVE STROM	4237 Petaluma Ave 90713
Margaret Jones	4237 Petaluma Ave 90713
 EVELYN PINEDA	4253 Petaluma Ave, 90713
JOSE PINEDA	4255 PETALUMA AVE. 90713 323) 528-5778
	4356 Quigley Ave 562-972-8632
	4357 Quigley Ave, 562-421-1376
	6919 Harvey Way
	6923 HARVEY WAY, (310) 941-1074
	6923 HARVEY WAY, (310) 291-9848

We, the undersigned, oppose construction of a carwash/auto repair facility at 6741 Carson Street, Lakewood, CA

NAME	ADDRESS
BRIAN TRIPP	4373 QUIBEY AVE LAKEWOOD CA 90713
Tom Crook	4367 Quigley Ave Lakewood CA 90713
Tom Zgonc	4241 Petaluma Ave Lakewood CA 90713
NEIL SHATNE Ned Shatne	4264 PETALUMA AVE LAKEWOOD, 9071
DAVID AROZ David Aroz	4274 Petaluma Ave Lakewood, 90713
Steve Ritchie	4271 Petaluma Ave Lakewood 90713
Pamela Cruz	4274 Petaluma Ave. Lakewood 90713
Dan Mastren	4241 Petaluma Ave Lakewood 90713
Carol Foote	4287 Petaluma, Lakewood 90713
THOMAS ESGUERRA	5312 PARK AVE GARDEN GROVE 92845
Natalie Lakey	6906 Harvey Way 90713
John Hill	6909 HARVEY WAY, 90713
Dayme Rohrer	6913 Harvey Way 90713
John Fajardo	7009 MCMAHONS 90713
Jeremy Streit	6914 Harvey Way 90713
Nicole Valdez	6922 HARVEY WAY 90713
GERALD K CRONIN	4266 Quigley Ave 90713
Teri Nagay	4260 Quigley Ave 90713
Gene + Anna Erdman	4228 Quigley Ave 90713
Chris + Cheryl Brodie	4343 Quigley Ave 90713
Evelyn + Tim Padian	4340 Quigley Ave 90713
Richard Johnson	4360 Quigley Ave 90713
Alan Gray	4340 Quigley Ave 90713
ROBERT CHAUVERS	4326 Stevely Ave 90713
Jesse Mosko	4224 Ostrom Ave 90713
Stephen Huthorn	4265 Ostrom Ave. 90713
Rodnielle Garcia	4702 Knix 1/2 Ave 90713
Shiquan Zhao	4245 Ostrom Ave. Lakewood CA 90713
	4229 Ostrom Ave Lakewood, CA. 90713

We, the undersigned, oppose construction of a carwash/auto repair facility at 6741 Carson Street, Lakewood, CA

NAME	ADDRESS
David Justo	4233 Ostrom Ave
Melanie Grou	4234 Ostrom Ave
RICHARD GREENWALD	4228 Ostrom Ave
Kathy Sander	4219 Ostrom Ave
Sherrill Clayton	4218 Ostrom Ave. Lakewood
Sofhy Sun	4208 Ostrom Ave. Lakewood, CA
Gloria A. Rozas	4208 Ostrom Ave Lakewood, CA
Marisa Rozas	4208 Ostrom Ave. Lakewood, CA
Lon Boudreau	4141 Ostrom Ave Lakewood CA 90713
Are Padilla	4131 Ostrom Ave Lakewood CA 90713
Lee Lopez	4115 Ostrom Ave Lakewood CA
Mantho Luna	4105 Ostrom Ave. h. Ca 90713
Jose D. Hernandez	4202 Quigley Ave Lakewood CA 90713
Julie Klein Leuenworth	4208 Quigley Ave. Lakewood, CA 90713
Volanda Gonzalez-Villa	4180 Quigley Ave. Lakewood CA 90713
Sharon Riley	4218 Quigley Ave. Lakewood, CA 90713
Margarita de la Torre	4415 JOHANNA LKWD CA 90713
Jennifer Baker	4415 Johanna Ave, Lakewood CA 90713
Josh Baker	4234 Quigley Ave, Lakewood, CA 90713
Andrew Diaz	4247 Quigley Ave Lakewood CA. 90713
Mark Herrera	4256 Quigley Ave Lakewood CA. 90713
Jack J. Orr	4327 Quigley Ave Lakewood CA 90713
Andy W. Orr	4412 Nipomo Ave LKWD CA 90713
Sandra Myers	4412 Nipomo Ave LKWD CA 90713
Scott Myers	4248 Nipomo Ave 90713
Alan Esurino	4253 Nipomo Ave Lkwd 90713
Debra Minton	4249 Nipomo Ave. Lakewood 90713
Samuel	4239 Nipomo Ave. Lakewood 90713
Josua White	

We, the undersigned, oppose construction of a carwash/auto repair facility at 6741 Carson Street, Lakewood, CA

NAME	ADDRESS
André Jeanpierre	4102 Ladoga Ave, Lakewood CA 90713
BILL & CAROLYN COWDREY	4199 Los Coyotes Diag. LAKEWOOD 90713
JOE & KATHY Hill	4195 Los Coyotes Diag. LAKEWOOD 90713
Gregory Beck	4187 Los Coyotes Diag Lakewood, 90713
TOM PICKLE	4181 Los Coyotes Diag. LAKEWOOD 90713
Sarah Velasquez	4171 Los Coyotes Diag Uand 90713
Stephanie Garcia	4157 LOS COYOTES Diag. lakewood, CA 90713
stacy Babe	4151 Los Coyotes Lakewood, (90713)
Marcia McRill	4145 Los Coyotes lakewood, CA 90713
Gwen R. Dick	4145 Los Coyotes Lakewood CA 90713
Krystia Luttason	4142 Los Coyotes Lakewood CA 90713
Wendy Miller	4148 LOS COYOTES LAKEWOOD CA. 90713
Hanne Beck	4134 Los Coyotes, Lakewood, CA
PAM BECK	4160 LOS COYOTES, LAKEWOOD, CA 90713
John Astaugh	4172 Los Coyotes, Uand 90713
Victor M. Villanueva	4176 Los Coyotes, Diagonal L.K 90713
Steve Merkel	4198 Los Coyotes DIAGONAL, LKWD 90713
Bonnie Merkel	4198 Los Coyotes Dia LKwd 90713
Cathy Lauriano	4353 Quigley Ave Lakewood 90713

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CITY OF LAKEWOOD
CITY CLERK

We, the undersigned, oppose construction of a carwash/auto repair facility at 6741 Carson Street, Lakewood, CA

NAME	ADDRESS
Carla Huerta-McCauley	4148 Nipomo Ave Lakewood CA 90713
Johanna Seng	4134 NIPOMO AVE LAKEWOOD, CA 90713
Talisa Raymond	4133 Nipomo Ave Lakewood Ca. 90713
Hazel Belbok	4129 Nipomo Ave Lakewood 90713
Eda Obey	4108 Nipomo Ave Lakewood 90713
Elisabeth Rogers	4103 Nipomo Ave Lakewood 90713
DAVID W. HAYNES	4129 LOS COYOTES DR. LKWD. 90713
Aubrey Tilson	4324 Quigley Ave Lakewood 90713
Raphaella Martins	4313 Quigley Ave Lakewood 90713
Ubirajara Martins	4313 Quigley Ave Lakewood 90713
andrew wilson	4327 Quigley Ave Lakewood 90713
Stephen Wilton	4327 Quigley Ave Lakewood 90713
Richard Evers	4212 Knoxville Ave Lakewood 90713
Christine Evers	4212 Knoxville Ave Lakewood 90713
Ashley	4113 Josie Ave Lakewood 90713
Tom M. LER	4107 JOSIE AVE LAKEWOOD 90713
Crystal Maillet	4337 Quigley Ave. Lakewood 90713
Wells J. Fuller	4346 Quigley Ave Lakewood 90713
Maria J. J. J. J.	4380 Quigley Ave Lakewood 90713
Sharon J. J. J.	4377 Quigley Ave Lakewood 90713
Rosalie Brown	4370 Quigley Ave Lakewood 90713
Lloyd Mary Benson	4393 Quigley Ave Lakewood 90713
Carmen De la Cruz	4331 Quigley Ave Lakewood 90713
Jabino de la Cruz	4331 Quigley Ave Lakewood 90713
Jim M. (Jesse Hildenbrand)	4412 Petaluma Ave Lakewood, CA 90713
John J. J. J.	4102 Lake Ave Lakewood CA 90713
John J. J. J.	4102 Ladoga Ave Lakewood, CA 90713
Anna Oprio	4106 Ladoga Ave. Lakewood, CA 90713
Rafael M. J. J.	4106 Ladoga Ave. Lakewood, CA 90713
Steve M. J. J. J.	4102 LADOGA AVE Lakewood Ca 90713

We, the undersigned, oppose construction of a carwash/auto repair facility at 6741 Carson Street, Lakewood, CA

NAME	ADDRESS
Paul Cawood	4218 Quigley Ave, Lakewood, Ca 90713
Scott Neal	4306 Quigley Ave, Lakewood, CA 90713
Antonio G. Piroz	4334 Quigley Ave Lakewood CA 90713
Kelli Curry	4347 Quigley Ave Lakewood 90713
Greg Curry	4347 Quigley Ave Lakewood 90713
Megan Humes	4269 Los Coyotes Dgl. Lakewood 90713
Patricia Curry	4279 Los Coyotes Dgl LKwd 90713
Jerry Martin	4310 Stevely Ave LKwd 90713
Thoy Martin	4310 Stevely ave. LKWD 90713
Chris Pletzer	4273 Los Coyotes dia. LKWD 90713
Sharon R. Craig	4243 Los Coyotes Diag LKwd 90713
Kenneth R. Craig	4243 Los Coyotes Diag LKwd 90713
Ann F. Brasher	4249 Los Coyotes Diag Lakewood 90713
Albert Rosales	4239 Los Coyotes Diagonal Lakewood CA 90713
Jack Bastard	4233 Los Coyotes Diagonal Lakewood 90713
Jennifer Weatherford	4233 Los Coyotes Diag. LKWD, CA 90713
Charles Walby	4229 Los Coyotes Diagonal, LKwd, 90713
Kelly Walby	4229 Los Coyotes Diagonal, LKwd, 90713
Tim Lucero	4223 Los Coyotes Diag Lakewood 90713
Lucy Alina Lucero	"
Amanda Lucero	"
Chris Brasher	4217 Los Coyotes Diagonal LKWD 90713
Julie Brasher	4217 Los Coyotes Diagonal LKWD 90713
Elizabeth Grace	4213 Los Coyotes Diagonal LKwd 90713
JT Mitchell	4213 Los Coyotes Diagonal LKwd 90713
Darlene T. Borg	4207 Los Coyotes Diagonal LKwd 90713
Bessie Rhodes	4203 Los Coyotes Diagonal LKwd 90713
ESLIE JAMES	4203 Los Coyotes Diagonal LKWD 90713

NOTARY CLERK

1700 LAKWOOD

5703 17 AUG 30 AM 11:32

We, the undersigned, oppose construction of a carwash/auto repair facility at 6741 Carson Street, Lakewood, CA

NAME	ADDRESS
Erica Brady	4147 Redline Drive
Debra Hunt	4134 Redline Dr.
Chyllis McFadden	4131 Redline Drive
Donna De	4124 Redline Drive
Dana Maffett	4117 Redline Drive
Kyle Camacho	7009 Schroll
John Zafra	7007 Schroll St.
John Siga	7013 Schroll St.
Kurt Hart	7010 SCHROLL ST
Shawn Brothers	7017 SCHROLL ST.
William F. Wolford	7020 Schroll St
Harry Miles	7027 SCHROLL ST.
Bob Enk	7037 Schroll St
	7033 Schroll ST.
	7030 Schroll ST
Justin Miller	7046 Schroll ST.
Gerardo & Mary Mejia	7043 Schroll st
Elizabeth Cukel	7053 Schroll St.
M & M	7056 Schroll ST
Kathy Keene	7050 Schroll ST
Bob Munoz	7065 Schroll ST
Harvey Harris	7064 Schroll st
Don B. Horn	7076 Schroll st
	7080 SCHROLL ST

ALL OF LAKEMOOD
CITY CLERK

5238 17 SEP -7 AM 32

RECEIVED

We, the undersigned, oppose construction of a carwash/auto repair facility at 6741 Carson Street, Lakewood, CA

NAME

ADDRESS

Shane Duncan	4107 Ladoga Ave. 90713
Patricia Modica	4118 Ladoga Ave 90713
Patricia Modica	4118 Ladoga Ave 90713
Maxine Luckerson	4112 Ladoga Ave 90713
Anne Furlong	4305 Shadeway Rd. Lakewood 90713
Josefina Felix	4311 Shadeway Rd. Lakewood 90713
JESUS MENA	4326 Shadeway Rd Lakewood, CA 90713
Helen Angell	4348 Shadeway Rd Lakewood, Ca. 90713
Shanaka Senaratne	4337, Shadeway Rd, Lakewood, CA 90713
Amelia Martinson	4347 Shadeway Rd Lakewood 90713
Mary Martin	4347 Shadeway Rd Lakewood 90713
Max Green	4347 SHADWAY RD. LAKESIDE CA
Debra	4403 Shadeway Rd Lakewood CA 90713
Stacy	4408 Shadeway Rd Lakewood, CA 90713
Craig	4408 SHADWAY LAKESIDE CA 90713
Mary	4376 SHADWAY LAKESIDE, CA 90713
Debra	4423 Shadeway Rd
Jon Inturris	4439 Shadeway Rd Lakewood, CA 90713
Mitchell Inturris	4439 Shadeway Rd Lakewood, CA 90713
Joanette Stameck	4457 Shadeway Rd Lakewood CA 90713
MARK A. MORGAN	4463 SHADWAY RD, LAKESIDE, CA 90713
LAURA URIBE	4503 Shadeway Rd Lakewood CA 90713
Kristine Olmstead	4517 Shadeway Rd. Lakewood CA 90713
Brian Harewinckel	4527 Shadeway Rd LAKESIDE CA 90713
Jennifer Fordon	4533 Shadeway Rd LAKESIDE, CA 90713
David Hernandez	4553 Shadeway Rd Lakewood CA 90713
Jane Pasley	4566 Shadeway Rd Lakewood CA 90713
Richard John	4569 Shadeway Rd Lakewood CA 90713
MELVIN PASCEY	4566 Shadeway Rd Lakewood CA 90713

5737 SEP 7 11 32 AM '93

RECEIVED

We, the undersigned, oppose construction of a carwash/auto repair facility at 6741 Carson Street, Lakewood, CA

NAME	ADDRESS
James Allen AM	4411 Stevely Ave, Lakewood 90713
Carrie Allen	4411 Stevely Ave, Lakewood 90713
Billy Evans	4214 Los Coyotes diag Lakod 90713
James Lewis	4220 LOS COYOTES DIAB 90713
Barry Lewis	4220 Los Coyotes Diag 90713
Chad Bell	4230 Los Coyotes Diagonal
NEAL LEVANE	4226 Los Coyotes DIAGONAL
Amy Osborne	4252 Los Coyotes Diagonal
Veronica Trone	4280 Stevely Ave.
Monte Trone	4280 Stevely Ave.
JERRED GONZALEZ	4274 STEVELY AVE.
Roland Muller	4270 STEVELY AVE
Jeff Hebrudus	4258 STEVELY AVE
Traci Taylor	4254 Stevely Ave
Jeff Callaghan	4254 Stevely Ave.
Amy Salter	4306 Stevely Ave
Mary Roger	4220 Redline Lakewood CA 90713
Bill Russell	4229 Redline Dr Lakewood 90713
Suzanne Gorman	4239 Redline Dr 90713
Linda M. Childs	4249 Redline DR. 90713
John R. Hulst	7025 HARVEY WAY 90713
Phillip Norris	4242 Redline Dr 90713
DIANE FARRELL	4213 REDLINE DR. 90713
Margie O. Enerran	4207 Redline Dr. 90713
Victor Guzman	4207 Redline Dr 90713
Steve King	4203 Redline Dr. 90713

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CITY OF LAKEWOOD

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We, the undersigned, oppose construction of a carwash/auto repair facility at 6741 Carson Street, Lakewood, CA

NAME	ADDRESS
Matthew Grinde	4113 Josie Ave Lakewood, CA 90713
GLEN KAHN	4139 JOSIE AVE LAKEWOOD, CA 90713
JAY RIM	4213 Josie Ave Lakewood, CA 90713
Peter maury	4223 JOSIE " " " "
Diana Transue	4239 Josie Ave Lakewood, CA 90713
JULIE KNIERIEM	4249 JOSIE " LAKEWOOD 90713
Winnie Horn	4255 Josie Ave Lakewood 90713
Patty Lough	4258 Josie Ave Lakewood 90713
Ryan Moreau	4212 Josie Ave. Lakewood, CA 90713
Kristie Larison	4206 Josie Ave. Lakewood, CA 90713
Glen Larison	4206 Josie Ave. Lakewood, CA 90713
Ray Mendoza	4202 Josie Ave Lakewood, CA 90713
Kevin Mendoza	4202 Josie Ave LAKEWOOD, CA 90713

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 5735
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 CITY CLERK

We, the undersigned, oppose construction of a carwash/auto repair facility at 6741 Carson Street, Lakewood, CA

NAME	ADDRESS
Judy Payne	4125 IROQUOIS AVE
Donald Payne	4125 IROQUOIS AVE
Josie Wible	4103 Knoxville Ave.
PETER WIBLE	4103 Knoxville Ave.
Randy Wilson	6682 Centralia
Shelley With	6918 Seaborn St.
GREG With	6918 SEABORN ST
Travis Mercurius	4703 Carson St.
Martin Mighaccio	4312 Monogram Lakewood Ca.
GORDON KENTZNER	3780 PARKVIEW DR LAKEWOOD
Lewis Rosenberg	2790 Parkview Dr. Lakewood, CA. 90712
Tim GARRETT	4452 IROQUOIS AVE. LAKEWOOD 90713
Kevanagh Lowe	10421 Ponderosa Bellflower
FRANCISCO BODAN	4206 monogram Ave, Lakewood 90713
James Fuller	6623 Turner Grove Dr, Lakewood CA 90713
Kathy Fuller	4223 Turner Grove Dr Lakewood CA 90713
David Jush	4233 Ostrom Ave Lakewood CA 90713
Daniel Johnston	4208 Nipomo Ave. Lakewood, CA 90713
Cindy Conboy	4121 Ostrom Lakewood CA 90713
John Padilla	4245 Ostrom. LAKEWOOD. CA 90713
Rochelle Garcia	4245 Ostrom. Ave. Lakewood, CA 90713
Rebecca Bodan	4206 Monogram Ave Lakewood 90713
Jenny Dermody	6129 Elsa St. Lakewood 90713
Chandra Koepke	7010 McManus St Lakewood 90713
Mailler Guillaume	4337 Guyanque Avenue 762

LAKE
WOOD
CITY

SEP 12 P1:40

RECEIVED

We, the undersigned, oppose construction of a carwash/auto repair facility at 6741 Carson Street, Lakewood, CA

NAME	ADDRESS
Alan H. Hungen	4259 Monogram Blvd
Trevor Willis	4248 Monogram Ave
Reya Lockman	4253 Monogram Ave., Lakewood
Colleen Rocha	4238 Monogram Ave. Lakewood
Regina Walter	4232 Monogram Ave Lakewood
Susan Fox	4228 Monogram Ave Lakewood
Stephanie Suldor	4217 Monogram Ave
Barbara OZUNA	4218 Monogram Ave.
RYAN ARBOGAST	4160 Monogram Ave
Staci Arbogast	4160 Monogram Ave Lakewood
Lori Macias	4155 Monogram Ave
Ramon Hernandez	4139 Monogram Ave
Monogram	4138 4138 MONOGRAM AVE.
Carl H. King	4135 Monogram Ave.
DR	4122 Monogram Ave
Tanya Mach	4119 Monogram Ave Lakewood
Sheila Shelley Gilmore	4118 Monogram Ave Lakewood
Mark Gilmore William	4118 MONOGRAM AVE LAKEWOOD
ROBERT SUGI	4113 Monogram Ave LAKEWOOD
Marcia Adams	4107 Monogram Ave, Lakewood, CA 90713
Mary Ritt-Caban	4103 Monogram Ave, Lakewood CA 90713
Albert Caban	4103 Monogram Ave., Lakewood CA 90713
Guy GARAY	6757 Carson St Lakewood CA 90713
Dan Damppe	4354 Gungy Ave Lakewood
Lena Schlessinger	4229 Monogram Ave. Lakewood, CA 90713

563

17 SEP 12 P1:40

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LAKEWOOD
CALIFORNIA

HOMEOWNER APPEAL AUGUST 2017

When we bought our property on Ostrom Ave, it was long before we had to tolerate the idea of a Mc Donald's being practically in our back yard. Before that we had a grocery store, with little traffic & basically no noise. After Mc Donald's was built we had to deal with speakers, car fumes, added alley traffic, and grease coatings on everything from their fryers. These are all issues one does not think about until after the fact. Perhaps we are in for many more surprises if indeed this car wash/mechanics stalls are installed??

The idea of a car wash plus car repair stalls is beyond what we expect in our quiet neighborhood.

Would any of you like to try to enjoy your patio with constant noise from these machines and fumes from the many cars they expect to use this facility??

As it stands now no one from the city cleans the alley except for the once a week street cleaning that does not take care of the litter, debris, leaves, etc. down the center of the alley, next to the property lines and in the parking lot. Lets not lose the appeal of our City of Lakewood!!

With Carson traffic, (that has increased since moving here) already in our midst, we don't need the added noise, fumes and dust (cars using the alley) from an area so close to our homes.

A 30 foot building in view of our back yard is less than desirable.

If this facility should be built, and the noise and fumes levels are dangerous and unacceptable, we reserve the right to appeal to the EPA for relief and personal litigation.

We request that this not be built in our neighborhood so close to homes.

Unfortunately we are unable to attend this meeting on Sept 7th, nor were we able to attend the July 6th meeting!!

8-12-2017

Perhaps the summer months is not a good time to approach a neighborhood of such major, troubling developments! With little or no notice.

**CONCERNED NEIGHBORS AND RESIDENTS OF LAKEWOOD
FOR ALMOST 50 YEARS**

Bill Syverson

Bill Syverson

Myrna Syverson

Myrna Syverson

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CITY OF LAKEWOOD
CITY CLERK

4112 OSTRUM AVE.

9/2/2017

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5739 '17 SEP -7 AM 11:34

Jesus Parra
4102 Ostrom Avenue
Lakewood, California
90713

CITY OF LAKEWOOD
SEP 7 2017

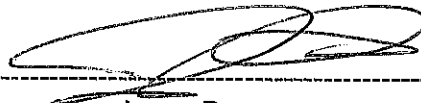
To the Lakewood mayor and city council,

My name is Jesus Parra, I live in last house on Ostrom close to Carson street where it's way too noisy already. We have a 3 year old that has sleeping problems with the noise from the street. If the car wash has fans to dry the cars like the other car washes, their too loud and we don't want it by our house. The mechanics with tools and vacuum cleaners in the back will bother us too. If the noise gets worse than it is, then we might have to sell our house and move and we cant afford to do that. If you can stop that from being built there, it will be appreciated very much.

Thank you for reading this letter,

I authorize Arthur Pinette to deliver this letter to the Lakewood City Clerk to be received as a matter of public record.

Signed,



Jesus Parra

date

9/2/17

RECEIVED

Sept. 3, 2017

5740 17 SEP -7 AM 11:34

4125 Los Coyotes Diag.
Lakewood, Ca. 90713-3342

CITY OF LAKEWOOD
SEP 4 2017

Dear Mayor DuBois:

As a long-time owner of the property at 4174 Quigley Ave, I shall be attending the meeting on Tues. Sept. 12 regarding the proposed Car Wash at 6741 Carson Street and your Council's response to our objection.

I, and other neighbors, do not want such a facility there! Not only will it increase noise and air pollution beginning at 7:30AM and continuing "until 8:00PM or dusk, or whichever comes first" but it will consume enormous amounts of water every hour of operation! (There are much better uses...)

My main complaint, however, is that the twenty-five trees now furnishing good environmental anti-pollution protection will be totally destroyed to facilitate the builder's service bays additional polluting 'services' !!

We already have a car wash at the Shell Station on Carson and Los Coyotes, and it is used even at 2:00AM, and as its nearest neighbor, I know how the noise travels even though the drive-through is enclosed! My friends and my tenant across the alley should not have to be subjected to a business with only a negative neighborhood consensus.

Respectfully submitted,

Jean A Haynes
Ms. Jean A. Haynes

I hereby authorize Arthur Pinette to deliver
this letter to the Lakewood City Clerk to
be received as a matter of Public Record

Jean A Haynes

9/5/2017

RECEIVED

Kelly Bardullidos
4128 Ostrom Avenue
Lakewood, California
90713

5741 '17 SEP -7 AM 11:34

CITY OF LAKEWOOD
CITY CLERK

To the Lakewood City Council,

I think the building of a car wash and mechanic shop in this lot across the alley is a bad idea. It's been a lot quieter since the McDonalds closed, now you're allowing them to come in and start this kind of business that makes all these noises we didn't have before. I'm 87 years old. I live alone and I'm not in good health, I don't need this grief. Please don't let them put this kind of business there. We put up with the fast food drive thru all these years, now this! Put something else that is quiet there.

Thank you for reading my letter,

I authorize Arthur Pinette to deliver this letter to the Lakewood City Clerk to be received as a matter of public record

Signed, Kelly A. Bardullidos 9-5-2017

9/5/2017
Loretta Croom
4158 Quigley avenue
Lakewood, Calif
90713

RECEIVED

5742 '17 SEP -7 A11:34

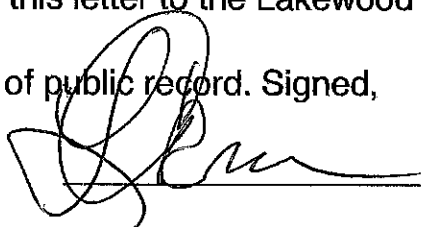
CITY OF LAKEWOOD
CITY CLERK

To the Lakewood city council,

My name is Loretta Croom, this letter is in opposition to the car wash and the auto repair shop, planned to be built just 25 feet from our backyard. My elderly disabled mother's health and safety is my foremost concern. We've lived here for ten years and sleep deprivation has been a problem for us. Our house is the center point on the north alley where we got all the noise from the drive through that was there and we still get noise from traffic in the alleys at all hours. This noise is intolerable and if the carwash and auto repair get built, it'll be much worse than now. Also, loitering is a problem that would be worse if a building is put there, it would hide the alley, giving more cover for the homeless and people smoking pot and other drugs. This will put our security at risk. Bright lights have shined directly into our windows too, we don't want that either. If the city allows this to be built, we hope that you make it satisfactory to the neighbors and their families. We just want peace and quiet.

Thank you, Loretta Croom

I authorize Arthur Pinette to deliver this letter to the Lakewood City Clerk to be received and recorded as a matter of public record. Signed,



Geraldine Kramer
4124 Ostrom
Lakewood, CA 90713

RECEIVED

5743 '17 SEP -7 A11:34

CITY OF LAKEWOOD
CITY CLERK

Lakewood City Council
5050 Clark Ave
Lakewood, CA 90712

RE: CUP 948, Car Wash at 6741 Carson, Lakewood, CA

Dear Council Member,

This letter is to issue a complaint against the permit issued, CUP 948, for a Car Wash to be built at 6741 Carson, Lakewood, CA. Our property is located at 4154 Ostrom Ave., Lakewood, which is situated adjacent to the "Car Wash" property. I am against the car wash being built at that location because it will affect not only the enjoyment of our property, but also our property value.

A car wash and auto repair bays at this location is not appropriate next to our residential neighborhood. It will cause noise, pollution and effect access and privacy to our property through the shared alley. When we purchased our property, we looked forward to enjoying the peace and quiet of our back yard. We do not wish to be listening to the conversations of the workers and patrons, the cars coming and going, the sounds of the car wash and the power tools being used in the mechanical bays.

This will also affect our property value as potential buyers will not look favorably at these same issues and the potential enjoyment of the back yard is limited.

This is a very serious issue to our quality of life and I truly hope that the City Council considers the best interests of their constituents. The property should be used in a less intrusive manner for the good of this beautiful Lakewood neighborhood. I love the city of Lakewood and I hope to continue to brag about the city and how it listens to the residents.

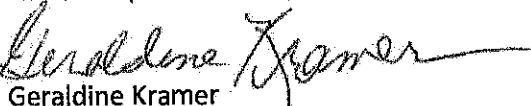
Thank you for your consideration of this matter.

Sincerely,


Geraldine Kramer
Co-Trustee, Rosales Family Trust

AUTHORIZATION

I authorize Arthur Pinette to deliver this correspondence to the Lakewood City Clerk to be entered as a matter of public record.


Geraldine Kramer

9/2/2017

RECEIVED

Vincint Chin
4108 Ostrom Avenue
Lakewood, California
90713

5744 '17 SEP -7 AM 11:34

CITY OF LAKEWOOD
CITY CLERK

To the Lakewood City Council,

I went to the public hearing on July 6th 2017. I didn't speak then but I was there to oppose the car wash and auto repair shop. My family and I live across the alley from where the car wash will be, It will be too noisy and make it difficult for my kids to homework and make it not so nice to spend time in our backyard. Also, we'll have to keep our windows closed upstairs and down on days that we don't need air conditioning that cost us extra money. The plan said that the building will be 30 feet tall too, we don't care for that next to my house. Please don't let them build that there, it will be too loud . The auto shop will also make noise and the people using the vacuums, play their radios loud too. It's all just too close and more cars mean more accidents here at the corner.

Thank you,

I authorize Arthur Pinette to deliver this letter to the Lakewood City Clerk to be received as a matter of public record

Signed,



Vincint Chin

date 9-5-17

9/6/2017

RECEIVED

Victor Sanchez
4170 Quigley avenue
Lakewood, Calif
90713

5745 '17 SEP -7 AM 11:34

CITY OF LAKEWOOD
CITY CLERK

To the Lakewood city council,

I live across the alley from where they want to put a car wash and auto repair. We have noise from businesses over there already with people talking loud and loud music from the bar. We have some peace during the day , we don't want an auto repair shop noise from air tools, blow guns, tire and brake machinery. We also don't want fumes, brake dust, aerosol spray cleaners and other chemical pollutants. It will make more traffic in the alleys . The car wash will have loud blowers and other noise from people vacuuming their cars with the doors open and radios on loud.

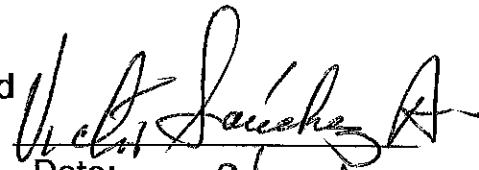
Don't ruin what quiet times we have left, in the day. Don't pollute our air.

Please stop this project before it starts.

Thank you for reading, Victor

I authorize Arthur Pinette to deliver this letter to the Lakewood city clerk to be received and recorded as a matter of public record

Signed


Date: 9/16/17

9/6/2017

RECEIVED

Lawrence Fincher
4134 Ostrom Avenue
Lakewood, Calif.
90713

5746 '17 SEP -7 AM 1:34

CITY OF LAKEWOOD
CITY CLERK

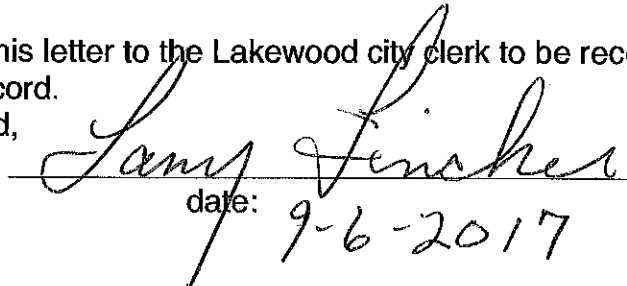
To the Lakewood city council,

Where my backyard does not contact the alleys as I live in the corner house, I am sympathetic to my neighbors on both sides that are exposed to the noise that's funneled their way. For 28 years they've put up with the noise and fumes from McDonalds and now an even noisier business wants to start up, I'm not looking forward to dust and fumes again and more traffic in the alleys. I care about my neighbors and I don't know that I won't be affected by the new louder noise. The blowers on the car wash and air guns changing tires are sure to be noise makers. Please stop this project if you can,

Sincerely, Larry Fincher

I authorize Arthur Pinette to deliver this letter to the Lakewood city clerk to be received and recorded as a matter of public record.

Signed,


date: 9-6-2017

9/7/2017
9/10/2017

Gabrielle Ray
4154 Quigley avenue
Lakewood, Calif
90713

RECEIVED

5747 '17 SEP -7 A11:34

CITY OF LAKEWOOD
CITY CLERK

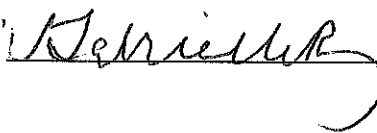
To the Lakewood city council,

I am writing this in opposition of having a car wash/ mechanic shop behind my house I live across from the center of the old McDonalds lot, I have young grandchildren that live with me and others that visit me frequently . I believe that the dust and fumes from a car service shop is a daily health concern. Also added to by the extra traffic to the carwash down the alleys. I believe we live in a quiet neighborhood and this noise wouldn't be the best for myself and my neighbors . We have nuisance from the bar on weekends. I don't feel comfortable with the security in this area, already, I fear for the safety of our neighborhood. Maybe, a family friendly business would be best.

Gabrielle Ray

I authorize Arthur Pinette to deliver this letter to the Lakewood city clerk to be received and recorded as a matter of public record

Signed,



date 9/7/2017

RECEIVED

5752 '17 SEP -7 P4:10

September 7, 2017

LAKEWOOD
CITY CLERK

Dear Lakewood City Council:

This letter is in regards to the carwash/auto shop that has been contemplated for the old McDonald's building on Carson in Lakewood. We are the owners of the residence located at 4163 Quigley Avenue in Lakewood. Our street backs up to the proposed carwash/auto shop, and our house directly faces the property. We are writing this letter in opposition to such structure being built. Below are the reasons in opposition:

1. Noise concerns: vacuum noise; loud music being blared by patrons using the vacuums; loud air tools that would be used by mechanics working in the auto shop; the noise emitting from the car wash equipment.
2. The traffic that would be generated coming through the alley and back out to Los Coyotes and Carson, creating more congestion to an already very dangerous and busy intersection.
3. The drawing of the homeless population around the alley area, panhandling the patrons that would frequent the carwash during the day and sleeping in the alley and wandering in the neighborhood that is directly adjacent to the proposed carwash/auto shop.
4. The diminished air quality from the mass amounts of cars that would be entering and exiting and running the entire time they are at said establishment. Also, the testing of the cars that will be running while at the service area.
5. This establishment would be visible from our properties, taking away the appeal of our residential neighborhood.

We ask that you take this request into consideration when deciding the fate of the property in question.

Thank you,

Daniel Painter & Maria Clark

Maria L. Clark
Daniel J. Painter

9/6/2017

RECEIVED

Waldo Phillipson
4164 Quigley avenue
Lakewood, Calif.
90713

5750 '17 SEP -7 P4:10

RECEIVED
CITY CLERK

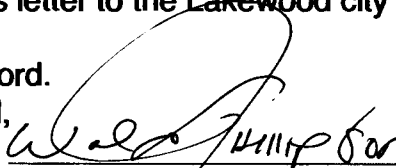
To the Lakewood city council,

My family and I live at the address above, our backyard faces the lot that the carwash and car repair shop are to be constructed. My neighbors on both sides agree that there will be noises much more than we experience now and when the restaurant was in business. We don't want a new business that will produce new and louder noises next to our home, we like to enjoy quiet time in our backyard. We don't want that freedom taken away by the intrusion of machine noise and vacuums and the car repair with air wrenches , blow guns and other tools. The smog testing of cars produce exhaust we don't want to be exposed to. Other chemicals used in auto repair make fumes and unpleasant smells, some auto work like brakes, makes dust, it's all just too close to our homes. More traffic in the alleys can cause more accidents, we live where the alley turns the corner into the shops, all to often we here tires screeching from near misses there. We think that the whole project should be walled off from the houses to protect them from the noises the car wash and car repair and at least a portion of the east side to protect us from the vacuuming noise. Wouldn't it be better to find a another type of business that doesn't effect the residents, so close by ? Thanks for hearing my opinion.

Concerned resident, Waldo Phillipson

I authorize Arthur Pinette to deliver this letter to the Lakewood city clerk to be received and recorded as a matter of public record.

Signed,


Waldo Phillipson

date: 9/6/2017

To Lakewood City council, and all relevant bodies,

I currently reside at 4174 Quigley Ave, which includes approximately 60' of frontage along a rear alley that is shared with 6741 Carson St, the proposed location of a car wash and car repair business.

Among myriad other issues, the issue of noise nuisance has been ongoing for the 6 years my family and I have lived in this home. The daily deliveries by McDonalds semi trucks was audible enough that we called to inquire about noise ordinances, and I have no reason to expect that the car wash and car repair noise will be any less audible or irritating. The extent of the noise nuisance will in fact be greater: longer, more consistent hours of operation and more point sources of noise.

Lakewood prides itself in being a family oriented community, but the wellbeing of multiple households is going to be diminished by the noise created by this car wash. The deleterious effects of long term exposure to noise pollution is well documented, and not a concern that a caring city leadership should ignore. I would strongly urge the council to consider the impact of this development on the surrounding community. While the car wash may be allowable per current zoning, whether it is appropriate may be the more pressing question. Please reject the proposed project in favor of a more appropriate business type.

Sincerely,
Erin Pinette

Erin Pinette 9/7/2017

I give Arthur Pinette permission to deliver this letter to the City Clerk to be received and recorded as a matter of public record.

RECEIVED

5751 17 SEP -7 P4:10

CITY CLERK

WE THE UNDESIGNED WISH TO EXPRESS OUR OBJECTIONS TO THE PROPOSED LAYOUT OF THE MCDONALDS TO BE LOCATED AT CARSON AND STUDEBAKER.

1. WE WILL EXPERIENCE AN INCREASE IN NOISE FROM CAR ENGINES, CAR RADIOS, AND SPEAKER EQUIPMENT.
2. WE WILL EXPERIENCE A DRAMATIC INCREASE IN AUTOMOBILE TRAFFIC AND EMISSIONS IN OUR ALLEY.
3. THERE WILL BE AN INCREASE IN TRASH AND CLUTTER IN OUR ALLEYS AND GARAGE ENTRANCES.
4. SIGN PLACEMENT.

WE PROPOSE THE FOLLOWING:

1. ERECTION OF AN 8-FOOT BLOCK WALL BETWEEN MCDONALD'S PROPERTY AND THE ALLEY.
2. MAINTAIN ALL MCDONALD TRAFFIC WITHIN THIS WALL.
3. RELOCATE SPEAKERS TO THE EAST SIDE.
4. RELOCATE THE SIGN TO THE EAST SIDE.
5. BUILD A LEFT TURN LANE ON CARSON EAST BOUND TO ACCESS MCDONALDS AND MALL.

	<u>NAME</u>	<u>ADDRESS</u>	<u>SIGNATURE</u>
1.	Jennifer Crane	4102 Ostrom Ave	Jennifer Crane
2.	Myrna Syverson	4112 Ostrom Ave	Myrna Syverson
3.	Bill Syverson	4112 Ostrom Ave	Bill Syverson
4.	Janet Syverson	4112 Ostrom Ave	Janet Syverson
5.	Sarah Syverson	4112 Ostrom Ave	Sarah Syverson
6.	Fred Hershner	4124 Ostrom Ave	Fred Hershner
7.	Darlene Hershner	4124 Ostrom Ave	Darlene Hershner
8.	Lustine Carballido	4128 Ostrom Ave	L. Carballido
9.	Felby N. Carballido	4128 Ostrom Ave	F. Carballido

NAME

ADDRESS

SIGNATURE

10. Kimberly C Watten 4109 Ostrom Kimberly C. Watten
11. JEFF WATTEN 4109 OSTROM Jeff Watten
12. Miriam Rasmussen 4271 OSTROM Miriam Rasmussen
13. Bonnie Koontz 4108 Ostrom Bonnie Koontz
14. Kent McLaughlin 4115 Ostrom Kent McLaughlin
15. Louis Podella 4131 Ostrom Louis Podella
16. Margaret Ingram 4141 Ostrom Margaret Ingram
17. Norman Ingram 4141 Ostrom Norman Ingram
18. B.W. Farnsworth 4207 Ostrom B.W. Farnsworth
19. Robert Koontz 4108 Ostrom Robert Koontz
20. Diane A. Larson 4118 Ostrom Diane A. Larson
21. Nancy Larson 4118 Ostrom Nancy Larson
22. Ed Mergelmeier 4105 Ostrom Ed Mergelmeier
23. Glen Mergelmeier 4105 Ostrom Glen Mergelmeier
24. Joe Mergelmeier 4105 Ostrom Joe Mergelmeier
25. Helen Mergelmeier 4105 Ostrom Helen Mergelmeier
26. Jan D. Clark 4102 Ostrom Jan D. Clark
27. David Mergelmeier 4105 Ostrom David Mergelmeier
28. Cathy Clark 3320 Palo Verde Cathy Clark
29. Kathy McLaughlin 4115 Ostrom Kathy McLaughlin
30. Kent " 562-596-7365 (2006)
31. Susie & Clay New 1994 - corner House
32. Ed & Adeline - (Horses) Vanessa 420-8402 Jessica
33. Kelly (Kelene) Bob GARRETT - Susie - Brian? 420-6865
34. Haruko Shimano (6/95) 425-4208
- 35.
- 36.
- 37.
- 38.

owners

owners

NAME

ADDRESS

SIGNATURE

10. JACK CREAGLE 4125 OSTROM AVE, Lakewood Jack Creagle
11. WILLIAM F CREAGLE 4125 OSTROM Lakewood William F Creagle
12. Ruth A. Arnold 4150 Quigley Ave. Third, Cor. Ruth A. Arnold
13. Paul L. Fincher 4134 Ostrom Lakewood 90713 Paul L. Fincher
14. Renee FINCHER, 4134 OSTROM, Renee Fincher
15. THOMAS J MOORE 4154 Quigley AVE Thomas J Moore
16. MARTIAL A ARNOLD 4150 Quigley AVE Martial A. Arnold
17. ROBERT G. LEE 4121 OSTROM AVE Robert G. Lee
18. ~~ROBERT~~ MARY SLEE 4121 OSTROM AVE Mary Lee
19. STANLEY BLANDFORD 4170 Quigley Stanley Blandford
20. Marguerite Blandford 4170 Quigley M. Blandford
21. Eugene B. Testa 4158 Quigley Eugene B. Testa

22. ~~4-2000~~
23. ~~Bill & Annette Tochum = Lindsey⁽⁵⁾ - Kelly⁽⁷⁾ 421-0543~~
24. ~~11752 S.E. Hunter DR~~
25. ~~Portland, OR 97236 (Happy Valley~~
26. ~~New # 503 698-4191 Clackamas 97236~~
27. ~~Email ECWA-200@pave.meth.net~~
28. ~~Cell: 562-221-3863~~
29. ~~Moved 4-10-06~~

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LAKEWOOD
CITY CLERK

5687 17 AUG 24 PM 2:18

RECEIVED

Copies

Dear Council Member Piazza:

Here is a copy of my note to Mayor DuBois.

I do hope that you will all seriously consider the very real and sincere antipathy that the local residents have towards the unnecessary, unwanted, new business being considered!

We all feel that we should have had news about it before it was even considered! (I only received notice about the public review a few days prior to the July 6th meeting...we don't go around reading "posted notices" on properties For Sale buildings!) The For Sale sign is still up...Hope that is good news!

Sept. 3, 2017

4125 Los Coyotes Diag.
Lakewood, Ca. 90713-3342

Dear Mayor DuBois:

As a long-time owner of the property at 4174 Quigley Ave, I shall be attending the meeting on Tues. Sept. 12 regarding the proposed Car Wash at 6741 Carson Street and your Council's response to our objection.

I, and other neighbors, do not want such a facility there! Not only will it increase noise and air pollution beginning at 7:30AM and continuing "until 8:00PM or dusk, or whichever comes first" but it will consume enormous amounts of water every hour of operation! (There are much better uses...)

My main complaint, however, is that the twenty-five trees now furnishing good environmental anti-pollution protection will be totally destroyed to facilitate the builder's service bays additional polluting 'services' !!

We already have a car wash at the Shell Station on Carson and Los Coyotes, and it is used even at 2:00AM, and as its nearest neighbor, I know how the noise travels even though the drive-through is enclosed! My friends and my tenant across the alley should not have to be subjected to a business with only a negative neighborhood consensus.

Respectfully submitted,

Jean A Haynes

Ms. Jean A. Haynes



PARKCREST
DEVELOPMENT

**PARKCREST
CONSTRUCTION INC.**
A REAL ESTATE DEVELOPMENT COMPANY

2910 South Archibald Ave. Suite A - 350 Ontario, CA 91761

September 27, 2017

RECEIVED

Dear Mayor and City Council Members, 5845 '17 OCT -2 P12:23

I will not be available for the October 10, 2017 Hearing as I will be in Boston attending my daughter's White Coat Ceremony.

I recently e-mailed each of you to establish a meeting time to discuss our Carwash and Automotive Use Project on Carson near Los Coyotes Diagonal.

I have been involved in development for 40 years and I would like you to feel comfortable in reaching out to me with any concerns you may have.

My contact information is as follows: E-mail Sehandy@msn.com and/or Cell Phone No. 562-881-6195 is available for your use. Please note that I will make myself available to meet and to address any concerns you may have regarding the project.

Lakewood staff and my design team have been working together for over a year to address Traffic, Noise, Landscape and Safety Concerns in addition to other neighborhood concerns which have been mitigated and met or exceed the requirements imposed on us by staff.

I look forward to discussing this project with you at your convenience to address any issues you may have or suggestions you may wish to make.

I have also attached letters from Cities and Groups, wherein, some of our projects have been developed and are currently in operation for your review.

Respectfully,

Andy G. Sehremelis



September 27, 2017

To Whom It May Concern:

I am writing to you on behalf of Andy Sehremelis who has been a friend of mine for over 15 years. I first met Andy at his restaurant, Archibald's, in Chino Hills, CA. Since having meet Andy, I have been impressed with his willingness to help out those in need, and those charities that are helping those in his community. He is one of the most generous individuals, and one of the most generous business owners that I have had the pleasure of knowing.

Andy is an intelligent and professional business owner who brings a lot to the communities where his businesses are located. His businesses prosper, in fact they do much better than anticipated. Opening a new business in your community will not only be beneficial to those in need through his generosity and community involvement, but will also offer new employment opportunities. These things always help local economies and cities to be able to provide more services to the residents.

Andy is without a doubt one of the few individuals that I am willing to support in any adventure he begins, as I know it will help benefit the communities he has chosen to invest in.

Sincerely,

Curt Hagman
Vice Chairman, San Bernardino County
Board of Supervisors



Neil R. Winter
Mayor

Matthew Liesemeyer
Mayor Pro Tem

Greg August
Councilmember

Lesia A. Sobek
Councilmember

John V. Denver
Councilmember

To: The City of Lakewood

Re: Reference letter for Parkcrest Construction/Andy Sehremelis

Fr: Neil R. Winter Mayor of Menifee CA

This letter serves as a reference for Parkcrest Construction/Andy Sehremelis. The City of Menifee has had the pleasure of being a business partner with Parkcrest Construction. Their recent business endeavors in Menifee (10th fastest growing city in Southern California) have added value and shopping options to our over 91,000 residents. They, two years ago, started the project at the corner of Menifee and Newport for an ARCO station and AM/PM store as well as a full service automated car wash. The center is successful as well as pleasing as they conformed to our directions as to the esthetics of the construction. They recently completed adding an Archibald's Restaurant where they allow our NPO's to hold meetings in their private eating area. They also have another project coming soon adding medical buildings and an Senior luxury living complex.

To note, the City of Menifee has very high standards built into our building requirements and codes requiring the highest standards for our business partners to adhere to and Parkcrest followed each and every guideline.

On a political note, I self-funded my campaign for Mayor and took ZERO financial contributions from any builder, developer, or corporations so this reference is based on the actual performance of Parkcrest. If you are considering a project from Mr. Sehremelis's company rest assured you will have a quality product and they will be a great partner for the City of Lakewood.

Sincerely,

Neil R. Winter
Mayor of Menifee
29714 Haun Rd.
Menifee CA 92586
Mobile: 949-280-2340
Office: 951-672-6777

29714 Haun Road
Menifee, CA 92586
Phone 951.672.6777
Fax 951.679.3843
www.cityofmenifee.us



To whom it may concern:

I am writing to you on behalf of Andy Sehremelis who has been a friend of mine for over eighteen years, back in the days when he opened his first restaurant in Ontario, California. Since then we have been very good friends and my city has benefitted greatly by his generosity and involvement with schools and non-profit organizations.

For example, Andy sponsors backpack fillers for students who receive perfect attendance and incentivizes good grades and attendance. He also sponsors school fundraisers, including Colony high school's football team which helps purchase football equipment and uniforms.

Within our community Andy is helping our children and families to be successful by providing their needs.

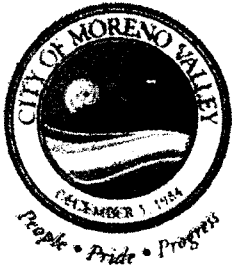
Andy is without a doubt one of the most generous people I know, because I have never seen him turn a good cause down. Ever! And besides all of this, Archibald's is a fantastic restaurant.

I say these things without reservation because they are factual and true!

Sincerely,

Paul Leon

Mayor of Ontario, California



City Council

City Hall
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805
Phone: 951.413.3008
Fax: 951.413.3760
www.moreno-valley.ca.us

September 26, 2017

**Mr. Bill F. Ferrise
Marketing & Advertising Consultant
Ferrise Management Consulting, Inc.
15266 Severnys Road
Tustin, CA 92705**

To whom this may concern at the City of Lakewood,


It is my pleasure to provide a letter of recommendation on behalf of the owners and operators of Moreno Valley Car Wash. Since September 2010 they have provided a needed service to Moreno Valley residents and have been valued member of the business community.

As a business in good standing in the City of Moreno Valley, they have shown themselves to hold high standards in their business practices. I have personally found Moreno Valley Car Wash to provide a consistently clean environment. Additionally, I have not ever been made aware of any complaints about their use or business practices. As a matter of fact, the car wash is busy much of the time demonstrating the demand for service in the area.

Furthermore, it is important to me, as a member of the City Council, that the business community communicates well when/ if there are any issues with the City or business in general. While I have not received any complaints, I do receive periodic communication from them to keep lines of communication open.

In closing, I would personally like to make a positive recommendation on the behalf of Ferrise Management Consulting, Inc./ Moreno Valley Car Wash. I think they would make a fine addition to the community of Lakewood.

Sincerely,


**David Marquez
Council Member, District 3
City of Moreno Valley**



September 20, 2017

To Whom It May Concern;

The Moreno Valley Chamber of Commerce has enjoyed our association with Moreno Valley Car Wash, Inc. for the past 6 plus years as a Chamber member.

Moreno Valley Car Wash joined the chamber and became an activate member. As the operating community resource center, it is a pleasure to promote and recommend Moreno Valley Car Wash as the opportunity presents itself.

We look forward to our continued relationship with the Moreno Valley Car Wash and their service to the Moreno Valley community.

Sincerely,

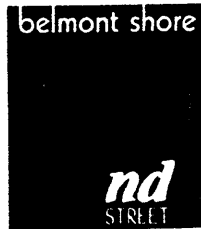
Beverly Dulaney

Beverly Dulaney

Office Manager

VOICE OF BUSINESS FOR OVER 50 YEARS

12625 Frederick Street • Suite E-3 • Moreno Valley • CA • 92553-5253
office@movalchamber.org • www.movalchamber.org • P. 951.697.4404 • F. 951.697.099



Sept. 19, 2017

To whom it may concern:

Archibald's has been an outstanding business Belmont Shore for years. They are very active in our Belmont Shore Business Association (BSBA) and attend our monthly meetings.

We have concerns like other business communities and Andy will always look for a way to solve problems and make our street better.

Know that Andy will maintain a clean and safe business in your community. It is a pleasure to work with the Archibald group and the employees he has hired throughout the years.

Sincerely,

DEDE ROSSI

Dede Rossi
Executive Director
BSBA
dede@belmontshore.org

BELMONT SHORE BUSINESS ASSOCIATION

200 Nieto Ave 200B Long Beach CA 90803 562.434.3066 belmontshore.org

City of Chino Hills



14000 City Center Drive
Chino Hills, CA 91709
(909) 364-2600

www.chinohills.org

September 25, 2017

Sent via email: Bferrise@gmail.com

To Whom it May Concern:

I am pleased to comment on my experience with Andy Sehremelis, owner of Archibald's restaurant in Chino Hills.

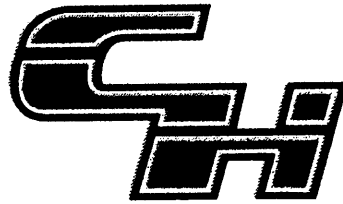
Andy is a prime example of a strong local business partnership with the community. For many years now Archibald's continues to be a strong supporter of our youth programs, the Chamber of Commerce, Chino Hills High School Sports, Men's and Women's prison activities, Wounded Warrior project, American Cancer Society and so much more.

Andy becomes so involved in whatever community he is a business owner. And that is what makes him such a strong community partner. Any City who could have one of his businesses would be very fortunate. If you wish further comments from me, please feel free to call me at 909-217-2282.

Sincerely,

Cynthia Moran

Cynthia Moran
Council Member
City of Chino Hills



September 22, 2017

To Whom this may concern,

It is my immense please to recommend Archibald's in Chino Hills Ca. For the past several years Archibald's has been an outstanding supporter of Chino Hills High Schools Academic and Athletic programs. Archibald's engages themselves in our community and school programs and events and always accommodating the needs of our students and athletes. Archibald's creativeness to bring them in front of our community is without a doubt hands down acknowledged. Involved on Friday nights with the Football program having Field Goal challenges where all parties are winners. School Rally's, Saturday events, everyday ever time every need; they do more than we ask for. They providing unexpected lunches to teams and programs to show their support and connect with the local community. Archibald's invested in its direct community and offers not only a place of Good Eating but employment opportunities for the community it serves. This is what a community needs, a business that provides and provides and supports and supports. I have seen many Families work at the Chino Hills Archibald's and am currently working with a student that is now the manager of the same Archibald's.

In closing, I am not a professional Reference writer, actually this is my first. It's with great gratitude I say again, it is for Archibald's and can assure you that their business model will be very bright and accepted in all communities it chooses to be in. I hope you get to share this same feeling.

Kind Regards,

CHUCK

Chuck Masad
President
Chino Hills High School FB Boosters
chuckmasad@yahoo.com
909-636-2867



September 15, 2017

To whom it may concern:

Archibald's Restaurant has been a valued member of the Chino Hills community for 12 years. At the Chino Valley Chamber of Commerce, we have had the pleasure of working with Archibald's on several occasions and found them to be great corporate citizens and partners.

The restaurant has a spacious meeting room and generously allows us to use it to host events or meetings. They have supported the Chamber through their membership and other contributions.

In addition to being good corporate citizens, neighbors and partners, the restaurant also serves excellent food. We believe any community would be fortunate to have Archibald's choose to move into their neighborhood.

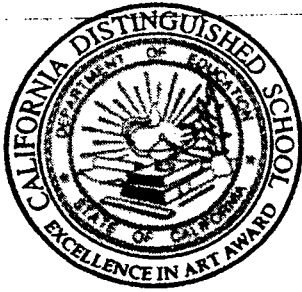
Thank you for your consideration.

Jason Zara
Executive Director, Chino Valley Chamber of Commerce



Chino Valley Chamber of Commerce
13150 Seventh Street, Chino CA 91710
www.chinovalleychamber.com

Phone: 909-627-6177 Fax: 909-627-4180 email: jzara@chinovalleychamber.com



TERRA COTTA MIDDLE SCHOOL

29291 Lake St., Lake Elsinore CA 92530
951/674-0641 • FAX 9951/674-5191

A California Distinguished and
Excellence in Arts School



September 19, 2017

Thank you to Archibald's Restaurant

Dear Bill Ferrise,

Thank you very much for the great support you continue to give to Terra Cotta Middle School in Lake Elsinore Valley Unified School District.

Our students are awarded regularly with your contribution of a variety of incentives. You help encourage our students to do their very best. This year we are pleased to be in the process of setting up our Freedom Writer's assembly. You were able to coordinate a free event for our school that would otherwise be very costly.

Again, we want to thank you and let you know how much we appreciate you!

Sincerely,

Dr. Kathy Nash

Dr. Kathy Nash, Principal, Terra Cotta Middle School



Principal –Kathy Nash, Ed.D. Assistant Principal – Joseph Dominguez
Governing Board — Susan E. Scott • Juan Saucedo • Stan Crippen • Heidi Matthies Dodd • Harold Stryker
Superintendent — Doug Kimberly, Ed.D.

LAKE ELSINORE UNIFIED SCHOOL DISTRICT



Bill Ferrise <bferrise@gmail.com>

Letter of Recommendation

Lesa Sobek <lsobek@cityofmenifee.us>

Fri, Sep 22, 2017 at 5:05 AM

To: Bill Ferrise <bferrise@gmail.com>

September 21, 2017

Dear Mr. Andy Schremelis,
I want to thank you for this opportunity to write a letter of recommendation.

To whom it may concern,
I first met Mr. Andy Schremelis several years ago as a planning commissioner when he had an AM/PM project come before the Menifee City Planning Commission. I've continued a working relationship with this business developer as he's continued to invest in the City of Menifee a new Archibalds restaurant and other upcoming projects. Mr. Schremelis and his team have truly joined our Menifee family as a true partnership assisting in community charity events, making donations to our schools, he exhibited his kindness and charity when he purchased a brand new much needed electric wheelchair for a resident.
I was impressed to find out before his new Archibalds restaurant was even open he became a major sponsor of the Menifee Little League.

Mr. Schremelis has truly been a valued member of the Menifee Community and works cooperatively with the City to make for a successful and well/planned project. His classy quality projects have been a wonderful asset to our neighborhoods. How wonderful it would be for our communities if all business developers took Mr. Schremelis' example of truly investing and working to make such positive differences.
If you would like to reach me personally, I've provided my contact information.

Respectfully,
Lesa Sobek
Menifee City Councilwoman, District 3
909-838-3774
L.Sobek@cityofmenifee.us

Sent from my iPad

On Sep 15, 2017, at 12:34 PM, Bill Ferrise <bferrise@gmail.com> wrote:

[Quoted text hidden]



Bill Ferrise <bferrise@gmail.com>

Avon 39**Thomas, Rosie@CDCR** <Rosie.Thomas@cdcr.ca.gov>

Mon, Sep 25, 2017 at 2:43 PM

To: Bill Ferrise <bferrise@gmail.com>

Cc: Cynthia Moran <cmoran@chinohills.org>

Hello Mr. Ferrise,

I wanted to reach out and say thank you on behalf of all the inmates and staff who participated in the Avon 29 cancer walk for generous donation of water. The event was great and all the women enjoyed themselves as they walked for cancer. I also wanted to ask if you could complete the donation slip I have attached so we may send you an official thank you letter for your support. Again thank you and Cynthia for reaching out to use with assistance.

Rosie Thomas

Correctional Lieutenant

Administrative Assistant/Public Information Officer

California Institution for Women

Work:(909) 606-4921

Cell: (909) 270-6839

**Donation Form CDC 922.docx**

17K



Neil R. Winter
Mayor

Matthew Liesemeyer
Mayor Pro Tem
District 2

John V. Denver
Councilmember
District 4

Greg August
Councilmember
District 1

Lesia Sobek
Councilmember
District 3

September 26, 2017

Andy Sehremelis
Parkcrest Construction Inc.
2910 S Archibald Ave, A350
Ontario, CA 91761

Re: Parkcrest Construction Inc.

Mr. Sehremelis:

As the Interim City Manager for the City of Menifee, I would like to express our sincere gratitude for Parkcrest Construction Inc.'s commitment and involvement in the community and the quality development projects that you have brought to our City. You and your business are a welcomed addition to our booming City growth.

Parkcrest Construction Inc. is well known for four quality projects that Parkcrest Construction Inc. has developed in the City. These projects have beautified our ever growing City and the surrounding areas. They have also contributed directly to our local economy by creating much needed employment opportunities here in Menifee. City Staff has expressed great pleasure working with Parkcrest Construction Inc. to bring high quality developments into the City that match our vision of Menifee's Future.

Again, thank you for your support with many community events. Your commitment to the local community has been commendable and is a great asset to our City. Businesses that partner with the community are integral to this community's fabric, in that it strengthens community pride, business development, and our overall brand identity. We are proud to confirm that Parkcrest Construction Inc. is a valued asset to the community. Should you ever need assistance in the City, please do not hesitate to contact me or my Staff.

Sincerely,

Ronald E. Bradley
Interim City Manager

29714 Haun Road
Menifee, CA 92586
Phone 951.672.6777
Fax 951.69.3843
www.cityofmenifee.us

To Whom It May Concern,

I have known Andy Sehremelis and worked with him and his marketing staff for over 2 years now. He is a great gentleman, very creative, and tireless on any project he undertakes. He is a family man rich with integrity, intelligence and dedication to all of his businesses.

I worked together on many different projects for Andy. I was Executive Assistant for 10 years with the Menifee Chamber of Commerce; I first met him when he was Marketing and Advertising his new Arco am/pm Gas Station in Menifee. Andy became very active in the Menifee Valley Chamber, supporting our different events and sponsoring many programs.

Andy is very community minded and supports many local athletic endeavors, Paloma Valley High School, MSJC and several other youth organizations in Menifee.

I worked on both, the Grand Opening of the Arco am/pm station and on the recent Grand Opening of his new Archibald's Restaurant in Menifee.

I truly admire this man and highly endorse him for any project, in any city in which he becomes involved.

Sincerely,

Joan Ring
Sales Executive
Menifee Buzz Newspaper

BRIGGS LAW CORPORATION

*San Diego Office:
4891 Pacific Highway, Suite 104
San Diego, CA 92110*

*Telephone: 619-497-0021
Facsimile: 909-949-7121*

Please respond to: Inland Empire Office

RECEIVED

5861 '17 OCT -4 A10 :28

CITY OF LAKEWOOD
CITY CLERK

*Inland Empire Office:
99 East "C" Street, Suite 111
Upland, CA 91786*

*Telephone: 909-949-7115
Facsimile: 909-949-7121*

BLC File(s): 1884.01

3 October 2017

Mayor and City Council
City of Lakewood
5050 Clark Avenue
Lakewood, CA 90712

Re: Request for Continuance of Appeal Hearing on Application for Conditional Use Permit No. 948

Dear Mayor and City Council:

On behalf of the applicant and principal on the above-referenced matter, I am writing to request a one-month continuance of the appeal hearing currently scheduled for October 10, 2017. The principal's representative, Andrew Sehremelis, and I have unbreakable scheduling conflicts and cannot attend the hearing even though we believe that our presence is very important. Mr. Sehremelis will be attending his daughter's graduation from graduate school back east, and I will be traveling out of town for depositions. While I will also be traveling on October 24, he and I are both available on November 14 or 28.

One of the architects working on the matter for the principal recently asked for a continuance but reportedly was told that the Lakewood Municipal Code ("LMC") does not allow continuances. The architect was provided copies of LMC Sections 9403.01-9407.6 to substantiate the position taken by the City. However, I reviewed those provisions and see nothing that prohibits a continuance at the request of the applicant. To alleviate any financial hardship on the City, the applicant is willing to reimburse the City for the out-of-pocket costs of re-noticing the appeal hearing on a convenient date. Under these circumstances, not continuing the hearing could constitute a denial of my clients' due-process rights.

Please let me know as soon as possible in writing whether the City will accommodate my clients and continue the appeal hearing to November 14 or 28. Thank you in advance for your anticipated understanding and cooperation.

Sincerely,

BRIGGS LAW CORPORATION

Cory J. Briggs

Cory J. Briggs



RESOLUTION NO. 2017-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD DENYING THE APPEAL OF CONDITIONAL USE PERMIT NO. 948 AND UPHOLDING THE PLANNING AND ENVIRONMENT COMMISSION'S APPROVAL OF A CARWASH FACILITY WITH COVERED OUTDOOR VACUUM STATIONS AND A CAR SERVICE BUILDING ON A PROPERTY LOCATED AT 6741 CARSON STREET, LAKEWOOD, CALIFORNIA.

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

SECTION 1. The City Council finds that the Planning and Environment Commission, by Resolution No. 14-2017, approved an application for a Conditional Use Permit No. 948, for the establishment of a carwash facility with covered outdoor vacuum stations and a car service building located at 6741 Carson Street, pursuant to the provisions of Sections 9341.B, 9347.A, 9347.B.3, 9347.D.11, and 9490.1 of the Lakewood Municipal Code, Lakewood, California, on July 6, 2017.

SECTION 2. The City Council finds that Mr. Arthur Pinette, 4323 Quigley Avenue, Lakewood, California 90713, timely filed a written appeal of the Planning Commission decision with the City Council on July 26, 2017. A copy of the written appeal is attached hereto and made a part hereof.

SECTION 3. The City Council finds that, at its September 12, 2017 meeting, it considered the appeal of Arthur Pinette and voted to continue the hearing to conduct a hearing De Novo so that it may consider new and/or additional evidence as it relates to this application.

SECTION 4. The City Council does hereby report that a public hearing De Novo was held before it in respect to said appeal on the 10th day of October, 2017, and the City Council does hereby find and determine that said appeal should be denied for the following reasons:

A. The nature, conditions and development of adjacent uses, buildings and structures have been considered, and it is hereby found that the proposed use will not jeopardize or adversely affect or will not be detrimental to the public health, safety and welfare, or to the surrounding property and residences for the following reasons:

1. The request is for approval of Conditional Use Permit No. 948 is based on Exhibits "A," "B," "C," "D," "E," "F," "G," "H," and "I."

2. The subject use will not to be in conflict with the goals of the General Plan, nor is the proposed use in conflict with the Commercial land use designation of the General Plan.

3. The nature, condition, and development of adjacent uses, buildings, and structures have been considered, and it has been found the use will not adversely affect or is materially detrimental to adjacent uses, buildings, or structures provided that the conditions contained have been met and maintained.

4. Carson Street and the adjacent public alley are adequate to serve the traffic generated by the site. Thus, no adverse effect is anticipated on existing roads and circulation as a consequence of this application.

5. The project will have 27 parking spaces including two ADA accessible parking spaces. There will also be one 10' x 25' loading zone space near the northwest corner of the building. The 16 spaces on the east side of the carwash building will be used as covered outdoor vacuum stations.

6. Notification of a public hearing has been made, pursuant to Section 9422, et seq., of the Lakewood Municipal Code and State law.

7. An Initial Study was prepared for the proposed project pursuant to Section 15063 of the California Environmental Quality Act Guidelines, as amended, and a Mitigated Negative Declaration was prepared for this project, pursuant to Section 15070, et sequitur, of the Guidelines. The project was found to have no significant effect on the environment, after implementation of the mitigation measures contained in the Initial Study prepared for this project.

B. The record does have substantial evidence supporting the decision of the Planning and Environment Commission.

ADOPTED AND APPROVED this 10th day of October, 2017, by the City Council of the City of Lakewood voting as follows:

	AYES	NAYS	ABSENT
Council Member Croft	_____	_____	_____
Council Member Piazza	_____	_____	_____
Council Member Rogers	_____	_____	_____
Council Member Wood	_____	_____	_____
Mayor DuBois	_____	_____	_____

Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2017-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD APPROVING THE APPEAL OF CONDITIONAL USE PERMIT NO. 948 AND DENYING THE PLANNING AND ENVIRONMENT COMMISSION'S APPROVAL OF A CARWASH FACILITY WITH COVERED OUTDOOR VACUUM STATIONS AND A CAR SERVICE BUILDING ON A PROPERTY LOCATED AT 6741 CARSON STREET, LAKEWOOD, CALIFORNIA

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SECTION 1. The City Council finds that the Planning and Environment Commission, by Resolution No. 14-2017, approved an application for a Conditional Use Permit No. 948, for the establishment of a carwash facility with covered outdoor vacuum stations and a car service building located at 6741 Carson Street, pursuant to the provisions of Sections 9341.B, 9347.A, 9347.B.3, 9347.D.11, and 9490.1 of the Lakewood Municipal Code, Lakewood, California, on July 6, 2017.

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SECTION 4. The City Council does hereby report that a public hearing De Novo was held before it in respect to said appeal on the 10th day of October, 2017, and the City Council does hereby find and determine that said appeal should be approved for the following reasons:

A. The nature, conditions and development of adjacent uses, buildings and structures have been considered, and it is hereby found that the proposed use will jeopardize or adversely affect or will be detrimental to the public health, safety and welfare, or to the surrounding property and residences for the following reasons:

1. The proposed use is in conflict with the General Plan as follows:_____.
2. The nature, condition and development of adjacent uses, buildings, and structures have been considered and it has been found that the proposed use will jeopardize, or adversely

affect, or be detrimental to the public health, safety and welfare, or to the surrounding property and residences for the following reasons:_____.

3. The Applicant has failed to show that the proposed conditional use meets the principles and standards specified in Section 9401.A of the Lakewood Municipal Code, and Section _____.

4. (Here, set forth any additional applicable grounds for denying the application.).

B. The record does not have substantial evidence supporting the decision of the Planning and Environment Commission.

ADOPTED AND APPROVED this 10th day of October, 2017, by the City Council of the City of Lakewood voting as follows:

	AYES	NAYS	ABSENT
Council Member Croft	_____	_____	_____
Council Member Piazza	_____	_____	_____
Council Member Rogers	_____	_____	_____
Council Member Wood	_____	_____	_____
Mayor DuBois	_____	_____	_____

Mayor

ATTEST:

City Clerk

DIVIDER SHEET

COUNCIL AGENDA

October 10, 2017

TO: The Honorable Mayor and City Council

SUBJECT: Rejection of Bids – Public Works Contract 17-06
Entry Gate Improvements to Existing Equestrian Center

INTRODUCTION

On October 2, 2017 the City Clerk received and opened three bids for installation of Entry Gate Improvements at The Existing Equestrian Center. All bids were in excess of what Staff expected.

STATEMENT OF FACT

The scope of work for this project consist of site demolition and site improvements including earthwork, concrete hardscape, automatic rolling gate, and other related improvements.

Three contractors qualified to bid this project by attending a mandatory pre-bid conference; all three contractors purchased plans and specifications and submitted bid proposals. A bid summary is below:

Noho Constructors	\$67,150
The Stone Collector	\$69,500
Minco Construction	\$87,000

All three bids were substantially higher then staff expectations. Due to this, staff recommends all bids be rejected, and that the project be re-designed and re-bid.

SUMMARY

Bids have been received on Public Works Contract 17-06. Staff recommends rejection of all bids, and rebid of the revised project.

RECOMMENDATION

That the City Council:

- (1) Reject all bids received for Public Works Contract 17-06.
- (2) Authorize staff to revise and rebid the project.



Lisa Ann Rapp
Director of Public Works



Thaddetis McCormack
City Manager

DIVIDER SHEET

COUNCIL AGENDA

October 10, 2017

TO: The Honorable Mayor and City Council

SUBJECT: Date Change to General Municipal Elections

INTRODUCTION

On September 1, 2015, Governor Brown signed into law Senate Bill 415 “Voter Participation,” which prohibits local governments, beginning January 1, 2018, from holding an election on any date other than on a statewide election date if doing so has resulted in voter turnout being at least 25% below the average turnout in that jurisdiction in the previous four statewide general elections. The public policy behind SB 415 was to address waning civic engagement in politics as illustrated by declining voter turnout in Federal, state, and municipal elections. The legislative analysis asserts that one major contributing factor to low voter turnout, the timing of elections, could be addressed by synchronizing municipal elections with statewide elections.

STATEMENT OF FACTS

The City of Lakewood general municipal elections are now held in March of odd-numbered years. Pursuant to the Elections Code, the City Council may increase or decrease any terms of office by not more than twelve months. Provided that the City Council adopts a transition plan by January 1, 2018, it may synchronize with any statewide election through November 8, 2022. The Elections Code requires that a City Council enacted ordinance to consolidate with a statewide election date be subject to approval by the Los Angeles County Board of Supervisors.

The Registrar has recently unveiled a new voting system, with sufficient technical and physical capacity to accommodate the influx of consolidations with local districts and municipalities, however, the voting system is not anticipated to be available for use until 2020. Registrar staff has advised that if the City Council adopts an ordinance to synchronize its general municipal elections with a statewide election date, it would evaluate the City’s electoral history including the number of candidates and ballot measures to determine whether its current voting system could accommodate the consolidation request and would then present its recommendation to the Board of Supervisors. Registrar staff has stated that recent requests by municipalities and school districts have been approved for consolidation, noting that several of these requests were a result of lawsuit settlements or will become operative in 2020 to coincide with the launch of the new voting system.

The Governor has recently signed SB568, which would shift all primary elections, including those for statewide, legislative and congressional offices, from June to March beginning with the presidential primary in 2020.

A proposed ordinance would move the date of the City's general municipal election to the first Tuesday after the first Monday in March of even-numbered years, to coincide with statewide general elections, commencing with the moving of the general municipal election presently scheduled for March 2021 to March 2022. The terms of office which would have expired in March 2021 would instead expire in the same manner but after the occurrence of the general municipal election to be held in March 2022, and the terms of office which would have expired in March 2023 would instead expire in the same manner but after the occurrence of the general municipal election to be held in March 2024. Pursuant to the Elections Code, notice is required to be mailed informing all registered voters of the change in election dates and that, as a result of such change, the terms of office of City officeholders would be extended by not more than twelve months.

STAFF RECOMMENDATION

It is recommended that the City Council hold a public hearing and introduce the proposed ordinance moving the general municipal elections to the first Tuesday after the first Monday in March of each even-numbered year beginning in March of 2021.

Carol Flynn Jacoby
Assistant City Manager



Thaddeus McCormack
City Manager



ORDINANCE NO. 2017-8

AN ORDINANCE OF THE CITY OF LAKEWOOD MOVING
THE CITY'S GENERAL MUNICIPAL ELECTIONS TO THE
FIRST TUESDAY AFTER THE FIRST MONDAY IN MARCH
OF EACH EVEN-NUMBERED YEAR BEGINNING IN
MARCH OF 2021

WHEREAS, City of Lakewood (the "City") general municipal elections are now held in March of odd-numbered years, to elect five members of the City Council, with three members elected in one year and two members elected two years removed; and

WHEREAS, the provisions of Senate Bill 415 (SB 415) compel the City to consolidate its general municipal elections with a statewide election date, not later than November, 2022; and

WHEREAS, Sections 1301 and 10403.5 of the California Elections Code authorize the City Council to reschedule its general municipal elections to increase or decrease any terms of office by not more than 12 months.

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

SECTION 1. Change of Election Dates. Pursuant to Sections 1000 and 1301 of the California Elections Code, the City's general municipal elections are hereby moved to the first Tuesday after the first Monday in March of even-numbered years, to coincide with statewide general elections, commencing with the moving of the general municipal election presently scheduled for March, 2021, to March, 2022.

SECTION 2. Adjustment to Terms of Office. Pursuant to Section 1301 and 10403.5 of the California Elections Code, the term of any elected City officeholder that would have expired in March, 2021, shall instead expire in the same manner, but after the occurrence of the general municipal election to be held in March, 2022, and the term of any elected City officeholder that would have expired in March, 2023, shall instead expire in the same manner, but after the occurrence of the general municipal election to be held in March, 2024.

SECTION 3. Section 1500 of the Lakewood Municipal Code is hereby amended to add the following additional paragraph to follow the existing language in said section:

"Beginning in 2021, the date of the general municipal election is changed to the first Tuesday after the first Monday in March of even-numbered years, with the first such change being that the election that otherwise would have been held on March 2, 2021, will instead be held on March 8, 2022."

SECTION 4. Consolidated Elections. Pursuant to Section 1301 and 10403.5 of the California Elections Code, the City hereby requests that the County of Los Angeles approve this Ordinance and allow for the consolidation of the City's general municipal elections with statewide general elections to be conducted by the County in March of each even-numbered year, beginning with the election to be held in March, 2022. The City Clerk is hereby directed to forward a copy of this Ordinance to the Los Angeles County Board of Supervisors with a request that it be approved.

SECTION 5. Operative Date. This Ordinance shall become operative upon approval by the Los Angeles County Board of Supervisors.

SECTION 6. Notice to Voters. Pursuant to Section 10403.5(e) of the California Elections Code, within 30 days after this Ordinance becomes operative, the City's Elections Official shall cause notice to be mailed to all registered voters, informing the voters of the change in election dates made by this Ordinance, and that, as a result of such change, the terms of office of City officeholders will be extended by not more than 12 months.

SECTION 7. The City Council hereby declares it would have passed this Ordinance sentence by sentence, paragraph by paragraph and section by section, and does hereby declare the provisions of this Ordinance are severable, and if for any reason any section of this Ordinance should be held invalid, such decision shall not affect the validity of the remaining parts of this Ordinance.

SECTION 8. The City Clerk shall certify to the adoption of this Ordinance. The City Council hereby finds and determines there are no newspapers of general circulation both published and circulated within the City and, in compliance with Section 36933 of the Government Code, directs the City Clerk to cause said Ordinance within fifteen (15) days after its passage to be posted in at least three (3) public places within the City as established by Ordinance.

ADOPTED AND APPROVED this ____ day of _____, 2017, by the following roll call vote:

	AYES	NAYS	ABSENT
Council Member Croft	_____	_____	_____
Council Member Piazza	_____	_____	_____
Council Member Rogers	_____	_____	_____
Council Member Wood	_____	_____	_____
Mayor DuBois	_____	_____	_____

Mayor

ATTEST:

City Clerk

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

Reports

COUNCIL AGENDA

October 10, 2017

TO: The Honorable Mayor and City Council

SUBJECT: Master License Agreement for Telecommunications Wireless Facilities on Public Rights-of-Way

INTRODUCTION

With the anticipated increase in receiving applications for small cell wireless sites on the public rights-of-way, staff desires to minimize regulatory proceedings while protecting and preserving City interests, including public safety, municipal operations, aesthetics and revenue enhancement. A Master License Agreement would serve these objectives.

STATEMENT OF FACTS

In recent years, wireless providers have expanded network capacity by augmenting wireless towers with less conspicuous devices known as small cells. These small cells are being deployed in increasing numbers and this trend is expected to continue for years as the demand for network capacity continues to grow. While small cells can be mounted on buildings or in other locations such as parks, Ordinance 2017-6 encourages locating small cells on existing poles located in the rights-of-way. The Master License Agreement authorizes and controls placement of small cells on City-owned poles. The proposed master license approach has been adopted by several other California cities and is emerging as a new best practice for smaller and mid-sized cities like Lakewood who are receiving an increasing number of requests for access to municipal infrastructure in the rights-of-way. A Master License Agreement would be made available to any interested wireless provider.

The Master License Agreement would create an expedited process for locating small cells, and would not require a wireless provider to process a special permit for each proposed small cell or proposed group of small cells. The Master License Agreement preparation payment will be established with each wireless provider in order to reimburse the City for the staff time associated with execution of the Agreement. Once an Agreement is obtained, the provider would be eligible to request placement of a small cell on City-owned poles proposed by the carrier from time to time. These requests would be processed on a pole-by-pole basis under a pole license. The City could reject a request for any legitimate reason, including potential interference with City functions, safety concerns, aesthetic concerns or other reasons. If approved, the small cell would be designed and operated to satisfy a broad group of standard rules in the agreement.

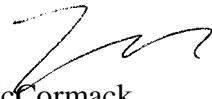
During the term of the agreement, the wireless provider would make payments to reimburse the City for staff time and would pay annual license fees for the use of each pole. The amount of the annual license fee would be negotiated, but is expected to be consistent among the various Master License Agreements. Master License Agreements would follow the form attached as Exhibit 1 and include administrative fees to recoup city costs that are indicated in Resolution No. 2017-53.

RECOMMENDATION

It is recommended that the City Council:

- 1) Approve the proposed Master License for Wireless Facilities on City Poles in the Right of Way (Master License Agreement);
- 2) Authorize the City Manager to execute Master License Agreements in a form approved by the City Attorney.


Lisa Rapp
Director of Public Works


Thaddeus McCormack
City Manager

Attachments:
Exhibit 1 – Master License Agreement

**MASTER LICENSE AGREEMENT FOR
WIRELESS FACILITIES ON CITY POLES IN THE RIGHT-OF-WAY**

between

CITY OF LAKEWOOD, A CALIFORNIA MUNICIPAL CORPORATION

and

[INSERT LICENSEE NAME], A [INSERT CORPORATE FORM]

Effective Date: [insert]

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MASTER LICENSE AGREEMENT FOR WIRELESS FACILITIES ON CITY POLES IN THE RIGHT-OF-WAY

This MASTER LICENSE AGREEMENT FOR WIRELESS FACILITIES ON CITY POLES IN THE RIGHT-OF-WAY (“**Master License**”) dated [insert date] (the “**Effective Date**”) is between the CITY OF LAKEWOOD, a chartered California municipal corporation (the “**City**”) and [insert licensee name], a [insert licensee corporate form] (“**Licensee**”). This License may refer to the City and/or Licensee individually as a “**Party**” or collectively as the “**Parties**.”

BACKGROUND

- A. WHEREAS**, technology developments and demand for high-speed mobile data service and capacity has extended beyond the capabilities of traditional macrocell wireless communications facilities. To meet this demand, wireless providers have accelerated their small cell and distributed antenna system (“**DAS**”) deployments in the public right-of-way and the City has a clear incentive to develop public-private agreements that manage these accelerated deployments in a way that preserves local aesthetics and public health and safety while also deriving the benefits of these new technologies for the City’s residents to the greatest extent practicable; and
- B. WHEREAS**, Section 253 of the Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56, codified as 47 U.S.C. § 253, preserves the City’s authority to control access to and use the rights-of-way within the City’s jurisdictional boundaries, and to require reasonable compensation for such use on a competitively-neutral and nondiscriminatory basis so long as such compensation is disclosed; and
- C. WHEREAS**, Licensee typically installs, maintains and operates its wireless communications facilities on existing vertical infrastructure in the public right-of-way; and
- D. WHEREAS**, the City owns as its personal property a substantial number of existing poles within the public right-of-way that are suitable for installing wireless communications facilities within the City’s jurisdiction and has a duty to derive appropriate value from the City’s property assets for the public good; and
- E. WHEREAS**, Licensee desires to install, maintain and operate wireless communications facilities on the City’s poles in the public right-of-way in a manner consistent with the City’s regulatory authority and Licensee is willing to compensate the City for the right to use the City’s poles for wireless communications purposes; and
- F. WHEREAS**, consistent with all applicable Laws, the City does not intend this Master License to grant the Licensee any exclusive right to use or occupy the

public rights-of-way within the City's territorial and/or jurisdictional boundaries, and Licensee expressly acknowledges that the City may in its sole discretion enter into similar or identical agreements with other entities, which include without limitation Licensee's competitors; and

- G. WHEREAS**, the City desires to authorize Licensee's access to individual City-owned Poles based on a comprehensive and uniform Master License according to the terms and conditions set forth in this Master License, any applicable Pole License, and pursuant to all the applicable permits issued by the City to protect public health and safety; and
- H. WHEREAS**, on **[insert date]**, the City Council of the City of Lakewood adopted Resolution No. **[insert]**, which approved the form and material terms for a Master License Agreement for Wireless Facilities on City Poles in the Right-of-Way to be used in connection the licensing of Poles and other City-owned property for wireless communications facilities, and further delegated authority to the City Manager to enter into such agreements.

NOW THEREFORE, for good, valuable and sufficient consideration received and acknowledged by the City and Licensee, the City and Licensee agree as follows:

AGREEMENT

1. GENERAL DEFINITIONS

"Agent" means agent, employee, officer, contractor, subcontractor, and representative of a Party in relation to this Master License and the License Area.

"Assignment" means any of the following: (a) a merger, acquisition, or other transfer of a controlling interest in Licensee, voluntarily or by operation of Law; (b) Licensee's sale, assignment, encumbrance, pledge, or other transfer of any part of its interest in or rights with respect to the License Area; and (c) any action by Licensee to permit any portion of the License Area to be occupied by anyone other than itself, including a sublicense.

"Claim" mean any and all liabilities, losses, costs, claims, judgments, settlements, damages, liens, fines, penalties and expenses, whether direct or indirect.

"Common Control" means two entities that are both Controlled by the same third entity.

"Control" means (a) as to a corporation, the ownership of stock having the right to exercise more than 50% of the total combined voting power of all classes of stock of the controlled corporation, issued and outstanding; or (b) as to partnerships and other forms of business associations, ownership of more than 50% of the beneficial interest and voting control of such association.

“CPUC” means the California Public Utilities Commission established in the California Constitution, Article XII, Section 5, or it’s duly appointed successor agency.

“EMF” means electromagnetic fields or radio frequency generally between 30 kHz and 300 GHz in the electromagnetic spectrum range.

“Environmental Laws” means any Law relating to industrial hygiene, environmental conditions, or Hazardous Materials.

“Equipment” means antennas and any associated utility or equipment box, and battery backup, transmitters, receivers, radios, amplifiers, ancillary fiber-optic cables and wiring, and ancillary equipment for the transmission and reception of radio communication signals for voice and other data transmission, including the means and devices used to attach Equipment to, or adjacent to, a licensed City Pole, peripherals, and ancillary equipment and installations, including wiring, cabling, power feeds, vaults, pull boxes, pedestals and any approved signage attached to Equipment.

“FCC” means the Federal Communications Commission or its duly appointed successor agency.

“Hazardous Material” means any material that, because of its quantity, concentration, or physical or chemical characteristics, is at any time now or hereafter deemed by any Regulatory Agency to pose a present or potential hazard to human health, welfare, or safety or to the environment. Hazardous Material includes any material or substance defined as a “hazardous substance,” or “pollutant” or “contaminant” in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (codified as 42 U.S.C. §§ 9601 *et seq.*) or Section 25316 of the California Health & Safety Code; and any “hazardous waste” listed California Health & Safety Code Section 25140; and petroleum, including crude oil or any fraction thereof, natural gas or natural gas liquids.

“Investigate and Remediate” means the undertaking of any activities to determine the nature and extent of Hazardous Material that may be located in, on, under or about the License Area or that has been, is being, or is in danger of being Released into the environment, and to clean up, remove, contain, treat, stabilize, monitor or otherwise control such Hazardous Material.

“Invitee” means the client, customer, invitee, guest, tenant, subtenant, licensee, assignee and sublicensee of a Party in relation to the License Area.

“Laws” means all present and future statutes, ordinances, codes, orders, regulations and implementing requirements and restrictions of federal, state, county and municipal authorities, whether foreseen or unforeseen, ordinary as well as extraordinary, as adopted or as amended at the time in question.

“Licensee’s On-Call Representative” mean the person(s) assigned by Licensee to be on-call and available to the City regarding the operation of Licensee’s Equipment. Such person(s) shall be qualified and experienced in the operation of Equipment and shall be authorized to act on behalf of Licensee in any emergency in and in day-to-day operations of the Equipment.

“Permitted Use” means Licensee’s installation, operation and maintenance of Equipment for the transmission and reception of wireless, cellular telephone and data and related communications equipment on License Areas.

“Pole” means a street light pole, utility pole or other support structure located in the public right-of-way within the City and owned by the City.

“Pole License” means the document in the form of Exhibit A that, when fully executed, incorporates the provisions of this Master License and authorizes Licensee to install, operate and maintain Equipment for the Permitted Use on City Poles identified in the Pole License.

“Pole Location” means the geographic information identifying each City Pole on which Licensee is authorized to install, operate and maintain Equipment under Pole Licenses. Pole Locations will be identified in Exhibit A-1 to each Pole License.

“Property” means any interest in real or personal property, including land, air and water areas, leasehold interests, possessory interests, easements, franchises and other appurtenances, public rights-of-way, physical works of improvements such as buildings, structures, infrastructure, utility and other facilities, and alterations, installations, fixtures, furnishings and additions to existing real property, personal property and improvements.

“Regulatory Agency” means the local, regional, state or federal body with jurisdiction and responsibility for issuing Regulatory Approvals in accordance with applicable Laws.

“Regulatory Approvals” means licenses, permits and other approvals necessary for Licensee to install, operate and maintain Equipment on the License Area.

“Release” when used with respect to Hazardous Material includes any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing on, under or about the License Area, other City Property or the environment.

“RF” means radio frequency or electromagnetic waves generally between 30 kHz and 300 GHz in the electromagnetic spectrum range.

“RF Compliance Report” means a report prepared and certified by an RF engineer acceptable to the City that certifies that the proposed facility, as well as any collocated facilities, will comply with applicable federal RF exposure standards and exposure limits. The RF report must include the actual frequency and power levels (in watts ERP) for all

existing and proposed antennas at the site and exhibits that show the location and orientation of all transmitting antennas and the boundaries of areas with RF exposures in excess of the uncontrolled/general population limit (as that term is defined by the FCC) and also the boundaries of areas with RF exposures in excess of the controlled/occupational limit (as that term is defined by the FCC). Each such boundary shall be clearly marked and identified for every transmitting antenna at the project site.

2. SCOPE OF LICENSE

2.1. License Area

2.1.1. Pole License Issuance and Effect

Subject to the terms and conditions in this Master License, the City will issue to Licensee one or more Pole Licenses, which will grant Licensee a contractual privilege to use the space on the subject Pole approved for the Equipment, which includes any conduits, pull boxes or other City Property specifically identified in the Approved Plans attached to the Pole License (individually for each licensed Pole and collectively for all licensed Poles, the “**License Area**”). Any approved Pole License will become effective on the first day of the month following the date on which both the City and Licensee execute such Pole License. After the City approves a Pole License, the City will not license any space on the licensed Pole to any third party who desires to use the Pole for the Permitted Use.

2.1.2. Limitations on License Areas

This Master License applies to only Poles identified in final and fully executed Pole Licenses. This Master License does not authorize Licensee or any other persons or entities to enter on to or use any other City Property, except the License Areas specified in any Pole Licenses. Furthermore, neither this Master License nor any Pole License authorizes or confers any rights in Licensee or any other persons or entities to use any portions of the public rights-of-way, or any improvements or other personal property within the public rights-of-way owned by any third parties. Licensee expressly acknowledges and agrees that the City has the absolute right to deny for any or no reason, and will not be obligated to issue any Pole License or other license to Licensee for any purpose related to the following poles:

- (1) any decorative Pole, which includes any Pole or light standard with ornate features or characteristics designed or intended to enhance the appearance of the Pole or light standard;
- (2) any wood Pole; provided, however, that the City may, in its sole discretion and on a case-by-case basis, allow Licensee to replace, at Licensee’s sole cost and expense, an existing wood Pole with a steel or concrete Pole for purposes of installing, maintaining and operating Licensee’s Equipment.

2.2. Limitations on Licensee's Interests

2.2.1. Limited Interest Created

Licensee expressly acknowledges and agrees that (1) Licensee does not have any rights to use or possess any interest or rights in any Pole for any purpose whatsoever until and unless the City issues a Pole License for such Pole; and (2) neither this Master License nor any Pole License issued pursuant to this Master License creates or will be deemed to create any leasehold, easement, franchise or any other possessory interest or real property interest whatsoever in the License Area.

2.2.2. Limited Rights Created

Any Pole License the City approves pursuant to this Master License grants to Licensee only a non-possessory and revocable license to enter on to and use the License Area for the Permitted Use. Licensee expressly acknowledges and agrees that (1) neither this Master License or any Pole License will be coupled with an interest; (2) the City retains legal possession and control over all Poles for the City's operations, which will be superior to Licensee's interest at all times; (3) subject to the terms and conditions in this Master License, the City may terminate a Pole License in whole or in part at any time; (4) except as specifically provided otherwise in this Master License, the City may enter into any agreement with third parties in connection with use and occupancy of Poles and other City Property; and (5) neither this Master License nor any Pole License creates or will be deemed to create any partnership or joint venture between the City and Licensee.

2.2.3. No Impediment to Municipal Uses

Except as specifically provided otherwise in this Master License, neither this Master License nor any Pole License limits, alters or waives the City's right to use any License Area in whole or in part as infrastructure established and maintained for the City's and the public's benefit.

2.3. Diminutions in Light, Air and Signal

In the event that any existing or future structure diminishes any light, air or signal propagation, transmission or reception, whether erected by the City or not, Licensee shall not be entitled to any reduction in any License Fee, Additional Fees or any other sums payable to the City under this Master License or any Pole License, the City shall have no liability to Licensee whatsoever and such diminution will not affect this Master License, any Pole License or Licensee's obligations except as may be expressly provided in this Master License.

2.4. License Area Condition

2.4.1. “As-Is and With All Faults” Condition

Licensee expressly acknowledges and agrees to enter on to and use the License Area in its **“as-is and with all faults”** condition. The City makes no representations or warranties whatsoever, whether express or implied, as to the License Area’s condition or suitability for Licensee’s use. Licensee expressly acknowledges and agrees that neither the City nor its Agents have made, and the City expressly disclaims, any representations or warranties whatsoever, whether express or implied, with respect to the physical, structural or environmental condition of the License Area, the present or future suitability of the License Area for the Permitted Use or any other matter related to the License Area.

2.4.2. Licensee’s Due Diligence

Licensee expressly represents and warrants to the City that Licensee has conducted a reasonably diligent and independent investigation, either for itself or through an Agent selected by Licensee, into the License Area condition and suitability for Licensee’s intended use, and that Licensee relies solely on its due diligence for such determination. Licensee further expressly represents and warrants to the City that Licensee’s intended use is the Permitted Use as defined in Section 5 in this Master License.

2.4.3. Certified Access Specialist Disclosure

Pursuant to California Civil Code § 1938, and to the extent applicable to this Master License, the City expressly advises Licensee, and Licensee expressly acknowledges, that a Certified Access Specialist (as defined in California Civil Code § 55.53) has not inspected any License Area in whole or in part to determine whether it meets all applicable construction-related accessibility requirements.

3. TERM

3.1. Master License Term

The term under this Master License (the **“Term”**) will commence on the Effective Date and will automatically expire 10 years from the Effective Date on **[insert specific date]** (the **“Expiration Date”**), unless earlier terminated in accordance with this Master License or as may be extended by the parties in a separate written agreement signed by both parties.

3.2. Pole License Term

The term under each Pole License will commence on the Commencement Date and will automatically expire on the Expiration Date, unless earlier terminated in accordance with this Master License or as may be extended by the parties in a separate written agreement signed by both parties. To determine the applicable License Fee for each Pole License, the minimum term will be one year from the Commencement Date (the

“Minimum Term”). Except as specifically provided otherwise in this Master License, the Minimum Term will prevail over Licensee’s right to abate rent or terminate this Master License or any Pole License. All Pole Licenses will end on the Expiration Date or upon termination of this Master License, even if such expiration results in less than a one-year term for any particular Pole License.

4. LICENSE FEE; OTHER PAYMENTS

4.1. License Fees

4.1.1. Commencement Date

Licensee shall pay an annual License Fee under each Pole License beginning on its **“Commencement Date,”** which will be the first day of the month after the date on which Licensee has obtained all Regulatory Approvals necessary for the Permitted Use on the License Area. The Parties define a **“License Year”** to mean any 12-month period (or shorter period in the event that a Pole License commences less than 12 months from the next July 1 or the Expiration Date) that begins on the Commencement Date for each Pole License.

4.1.2. Acknowledgment Letter

For each Pole License approved by the City pursuant to Section 6.4.4 (Pole License Application Approval), Licensee shall deliver to the City a letter in the form shown in **Exhibit A-3** to the Pole License (the **“Acknowledgment Letter”**) within approximately 10 business days after Licensee obtains all Regulatory Approvals necessary for the Permitted Use on any License Area. The parties intend the Acknowledgement Letter to: (a) confirm the Commencement Date; (b) tender or confirm payment by wire transfer of the License Fee for the first License Year; (c) provide the City with copies of all Regulatory Approvals issued by the City’s other departments and the Los Angeles County Department of Public Works for the Equipment on each licensed Pole; (d) confirm that Licensee has submitted all information required in Section 19 (Insurance) under this Master License and (e) in the event of the first Acknowledgement Letter, provide the Surety Bond. Upon written notice to Licensee, the City shall have the right to correct the Commencement Date stated in Licensee’s Acknowledgement Letter after the City examines the Regulatory Approvals if, in the City’s reasonable determination, the Commencement Date stated on the Acknowledgment Letter is incorrect or inaccurate. The City’s reasonable determination in connection with this Section 4.1.2 will be final for all purposes under this Master License. The City will use reasonable efforts to deliver a countersigned Acknowledgement Letter to Licensee within approximately five business days after the City receives the partially executed Acknowledgment Letter with all required attachments and enclosures from Licensee. The fully executed Acknowledgment Letter will be Licensee’s notice to proceed with its installation. The date on which the City countersigns the Acknowledgement Letter will be the effective date for the subject Pole License.

4.1.3. License Fee Amount

Licensee shall pay to the City an annual fee at the rate specified in the License Fee Schedule as shown in Schedule A-4 attached to this Master License (the “**License Fee**”) for each executed Pole License. The License Fee Schedule will reflect the annual License Fee adjustments as provided in Section 4.1.4 (Annual License Fee Adjustments). Licensee shall pay each annual License Fee on or before July 1 of each year in advance without any prior demand, deduction, setoff or counterclaim for any reason, except to account for a partial year in the event that (1) the Commencement Date falls on a date other than July 1 (in which case, a prorated portion will be paid); (2) this Master License expires or terminates; or (3) any other abatement rights expressly granted in this Master License become effective. Any amounts for less than a full year or full month will be calculated based on a 360-day year and a 30-day month.

4.1.4. Annual License Fee Adjustments

Each year throughout the Term on July 1 (each an “**Adjustment Date**”), the License Fee will be increased 3% over the License Fee payable in the immediately previous year. The adjustment provided in this Section will be effective even if the first License Year was for less than a full calendar year.

4.1.5. License Fee Due Date

Licensee shall pay the License Fee for the first year at the same time Licensee delivers the Acknowledgement Letter without any deduction or setoff for any reason. Thereafter, Licensee shall pay the annual License Fee on or before July 1 in each year throughout the Term. As an illustration, and not a limitation, if the Commencement Date for a Pole License falls on January 1, then the License Fee due in the first License Year will be prorated 50% (to account for the six-month difference between January 1 and June 30) and will be due on the Commencement Date. The full License Fee for the second License Year, and each subsequent year thereafter, will be due on July 1.

4.2. Administrative Fees

4.2.1. Master License Preparation Fee

At the time Licensee delivers to the City a partially executed counterpart to this Master License, Licensee shall pay to the City a nonrefundable administrative fee equal to **Two Thousand and 00/100 Dollars (\$2,000.00)** (the “**Master License Preparation Fee**”) to recoup the City’s costs to review and execute this Master License. The City will not be obligated to execute any Master License until the City receives the Master License Preparation Fee. The City’s execution of this Master License shall be its acknowledgment that Licensee has paid the full Master License Preparation Fee.

4.2.2. Pole License Processing Fee

At the time Licensee delivers to the City a Pole License Application, Licensee shall pay to the City a nonrefundable administrative fee equal to **Five Hundred and 00/100 Dollars (\$500.00)** (the “**Pole License Processing Fee**”). Licensee recognizes that the City will incur costs to review each Pole License Application, which may include without limitation staff time, legal fees, and expert fees. The parties further acknowledge that these costs may vary among and/or between various Pole License Applications due to circumstances particular to any given Pole, and that it would impracticable (if not impossible) to accurately predict such costs. Accordingly, the parties agree that the Pole License Processing Fee set forth in this Section represents a reasonable estimate of the City’s administrative costs to review each Pole in the typical Pole License Application. The parties further acknowledge that the Pole License Processing Fee is intended to cover the City’s administrative costs incurred in its proprietary capacity as the licensor and the Pole License Processing Fee does not substitute for or diminish the Licensee’s obligation to pay any regulatory permit fees required by the City’s departments. The City will not be obligated to commence its review for any Pole License Application until the City receives the Pole License Processing Fee. The parties to this Master License collectively refer to the Master License Preparation Fee and the Pole License Processing Fee as “**Administrative Fees**.”

4.3. Late Charges

In the event that Licensee fails to pay any License Fee, Additional Fee (as hereinafter defined), Administrative Fees or any other amount payable to the City within 10 days after Licensee’s receipt of written notice that such amounts are due and unpaid, such amounts will be subject to a late charge equal to 6% of unpaid amounts.

4.4. Default Interest

Any License Fees, Additional Fees, Administrative Fees and all other amounts payable to the City other than late charges will bear interest at 10% per annum from the due date when not paid within 10 days after due and payable to the City. Any sums received shall be first applied towards any interest, then to the late charge and lastly to principal amount owed. Any interest or late charge payments will not alone excuse or cure any default by Licensee.

4.5. Additional Fees

The parties to this Master License define “**Additional Fees**” to collectively mean any sums payable by Licensee to the City in its proprietary capacity as the licensor, which includes without limitation any late charges, default interest, costs in connection with a request for the City’s consent to an Assignment under Section 16.2 (Proposed Assignment Procedures) and Default Fees under Section 17.2.4; provided, however, that the term excludes any (1) License Fees; (2) Administrative Fees; (3) any other amounts payable to the City by Licensee in connection with the City’s review of Pole License Applications or coordinating and inspecting Equipment installed on the License Area; and (4) any payments made to the City in its regulatory capacity.

4.6. Payment Procedures

Licensee shall pay all License Fees, Additional Fees, Administrative Fees and all other amounts payable to the City in cash or other immediately available funds by (1) local check delivered to P.O. Box 220, Lakewood, California 90714 or (2) electronic wire transfer to an account specified by the City. Any payment made with a dishonored check will be deemed unpaid. The parties may change the payment address from time to time by written notice.

4.7. Liquidated Charges and Fees

The parties agree that the Additional Fees payable under this Master License represent a fair and reasonable estimate of the administrative costs that the City will incur in connection with the matters for which they are imposed and that the City's right to impose the Additional Fees is in addition to, and not in lieu of, any other rights it may have under this Master License. Furthermore:

THE PARTIES ACKNOWLEDGE AND AGREE THAT THE CITY'S ACTUAL ADMINISTRATIVE COSTS AND OTHER DETRIMENT ARISING FROM LICENSEE DEFAULTS AND OTHER ADMINISTRATIVE MATTERS UNDER THIS MASTER LICENSE WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO DETERMINE. BY PLACING HIS OR HER INITIALS BELOW, EACH PARTY'S AUTHORIZED REPRESENTATIVE ACKNOWLEDGES THAT THE PARTIES HAVE AGREED, AFTER A NEGOTIATION, ON THE AMOUNT OF THE ADDITIONAL FEES AS REASONABLE ESTIMATES OF THE CITY'S ADDITIONAL ADMINISTRATIVE COSTS AND OTHER DETRIMENT.

Licensee _____

City _____

5. USES

5.1. Permitted Use

Licensee may use the License Area solely for the installation, operation and maintenance of Equipment for transmission, reception and backhaul of wireless communications signals (the "**Permitted Use**") in compliance with all applicable Laws and any conditions in any Regulatory Approvals and for no other use whatsoever without the City's prior written consent, which the City may withhold in its sole and absolute discretion for any or no reason.

5.2. Prohibition on "Macro Cell" Uses

The City and Licensee intend this Master License and any Pole License to cover only "small cell" and/or distributed antenna system installations, as those terms are

commonly understood to mean small, low-power, low-elevation, unobtrusive wireless facilities intended to cover relatively small geographic areas. Licensee expressly acknowledges and agrees that the Permitted Use under this Master License does not include the right to use any Pole as a support structure for a “macro cell” or a traditional wireless tower typically constructed on private property.

5.3. Prohibition on Illegal Uses or Nuisances

Licensee shall not use the License Area in whole or in part in any unlawful manner or for any illegal purpose. In addition, Licensee shall not use the License Area in whole or in part in any manner that constitutes a nuisance as determined by the City in its reasonable judgment and in accordance with the standards for a nuisance in the Lakewood Municipal Code provided, however, that the Permitted Use, subject to the terms and conditions of this Master License, shall not be deemed a nuisance. Licensee shall take all precautions to eliminate any nuisances or hazards in connection with its uses and activities on or about the License Area.

5.4. Signs or Advertisements

Licensee acknowledges and agrees that its rights under this Master License and any Pole License do not authorize Licensee to erect, post or maintain, or permit others to erect, post or maintain, any signs, notices, graphics or advertisements whatsoever on the License Area. Notwithstanding the foregoing and subject to the City’s prior consent, Licensee may install non-commercial signs, labels, or notices required by applicable Law.

6. POLE LICENSES

6.1. City Approval Required

Licensee shall not have any right to use the License Area in whole or in part for any purpose until and unless the City approves a Pole License. Subject to any express limitations in this Master License, the City will not be obligated to subordinate its municipal functions or proprietary interest in any manner whatsoever to Licensee’s interest under any Pole License. When the City considers whether to approve or disapprove any Pole License Application, the City may consider any matter that affects its municipal functions or proprietary interests, which include without limitation: (1) Licensee’s proposed plans and Equipment specifications; (2) compliance with any applicable Laws; (3) impacts on the City’s street light operations; (4) any potential hazards or unsafe conditions that could result from Licensee’s installation, operation or maintenance; (5) any potential visual or aesthetic impacts, which includes without limitation whether any alternative locations or configurations would be more aesthetically desirable or appropriate in the City’s reasonable discretion; (6) the additional load on the Pole the proposed Equipment would create; and (7) any municipal plans for the Pole or right-of-way in proximity to the Pole.

6.2. Pre-Approved Designs and Locations

The parties agree that the installation configurations more particularly described and depicted in **Exhibit B** and/or the replacement poles in configurations more particularly described and depicted in **Exhibit C** (each a “**Pre-Approved Design**”) will be presumptively approvable by the City when proposed to be installed on Poles within preferred locations as described in Ordinance 2017-6, Section 7708, Site Location Guidelines. The City shall not be permitted to deny a Pre-Approved Design based on its physical or aesthetic appearance, except to the extent that such aesthetic concern arises solely in connection with the proposed location in which the Pre-Approved Design would be situated. As an illustration and not a limitation, the City would be permitted to deny a Pre-Approved Design in a commercial area if proposed to be placed adjacent to a park or architecturally significant building. In the event that the City desires to disapprove any Pre-Approved Design within a Pole License Application, the City shall state its reasons for the denial in a written notice to Licensee. In the event that the City approves a replacement pole, Licensee shall transfer all right, title and interest in such replacement Pole to the City at the time Licensee completes the construction, and such replacement Pole will become City Property and remain City Property should Licensee vacate or abandon such License Area.

6.3. Pole License Application

Each Pole License Application must include: (1) two partially executed duplicate counterparts of a Pole License in the form attached as **Exhibit A** to this Master License, with fully completed **Exhibit A-1** and **Exhibit A-2** attached to such partially executed Pole License; (2) the Pole License Processing Fee; and (3) a complete RF Compliance Report.

6.4. Pole License Application Review Procedures

The City will review each complete Pole License Application in a reasonably prompt manner, taking into account the nature and scope of each Pole License Application and/or the particular Poles requested in such Pole License Application, and in the chronological order (date and time) in which a complete Pole License Application is submitted or deemed submitted. Except as specified otherwise in this Master License, the City will not prioritize any application or licensee over any other application or licensee. Licensee acknowledges that (1) the City will not be obligated to prioritize Pole License Application review over its municipal functions; (2) the City's staff and budget considerations will impact the City's ability to review and process Pole License Applications; and (3) the City will not be obligated to act on any Pole License Application within any specific timeframe.

6.4.1. Incomplete Pole License Applications

The City will not be obligated to review or approve any incomplete Pole License Application. In the event that Licensee submits an incomplete Pole License Application,

the City may suspend its review for that incomplete Pole License Application until Licensee delivers all required elements for a complete Pole License Application, provided, however, that the City shall endeavor to provide reasonably prompt notice that the Pole License Application is incomplete. In addition, the City may suspend all pending Pole License Application, whether complete or incomplete, reviews when Licensee fails to timely submit any Pole License Processing Fee. The date and time when Licensee submits the missing elements will be deemed the date and time that Licensee submitted the Pole License Application.

6.4.2. Required Changes to the Pole License Application

In the event that the City determines for any reason that the Permitted Use at any particular Pole Location would impede its municipal functions or otherwise negatively affects its proprietary interests, the City will provide notice to Licensee as soon as reasonably practicable. Licensee will have 14 days from such notice to change its Pole License Application without any impact on the Pole License Application's priority relative to any other applications then under review or later received by the City. Any changes received after the 14-day period or any other changes Licensee may make to the Pole License Application will cause the date and time on which the application was submitted or deemed submitted to be changed to the date and time on which Licensee submitted the proposed changes.

6.4.3. Consultation with Other City Departments

The City may consult with other departments within the City to assess whether Licensee's proposed Equipment poses any concerns, which includes without limitation any concerns about aesthetics, historic or environmental impacts, traffic control, pedestrian access and general right-of-way management. Licensee acknowledges that any consultation with any other City departments in accordance with this Section 6.3.3 and any actions or failures to act by the City that may result from such consultations would be in the City's proprietary capacity as the Pole owner and not an exercise of the City's regulatory authority.

6.4.4. Pole License Application Approval

In the event that the City approves a Pole License Application, the City will return one fully executed Pole License to Licensee. Licensee acknowledges and agrees that the City's decision to approve or disapprove any Pole License Application is not, and will not be deemed to be, a regulatory determination subject to any administrative appeal, but is an exercise of the City's proprietary authority over its Poles as its personal property. In the event that Licensee fails to commence construction pursuant to the Pole License within one year from the date the City fully executes the Acknowledgment Letter, the Pole License shall automatically expire unless the City Manager grants a written extension that may not exceed one additional year. Licensee shall not be entitled to any refund for any fees, which include without limitation the License Fee, paid in connection with a Pole License that expires pursuant to this Section 6.3.4. Nothing in

this Section 6.3.4 is intended to prohibit or prevent Licensee from submitting a new Pole License Application for the same or substantially the same Poles as those covered under a Pole License that expired pursuant to this Section 6.3.4.

6.4.5. City's Right to Disapprove

Licensee acknowledges that the City reserves the absolute right to disapprove any Pole License Application in whole or in part when the City determines in its sole judgment that the subject Pole Location or proposed Equipment would interfere with the City's municipal functions or proprietary interests or create a hazardous or unsafe condition. In addition, Licensee acknowledges that the City reserves the absolute right to disapprove any license within a Pole License Application when the subject Pole would involve above-ground equipment (other than the antennas, ancillary cables and wires, and any required electric meter) in a residential district or in close proximity to a residential use. The City will cite with specificity the particular reason for denial.

6.4.6. Federal and State Regulations Inapplicable

Licensee expressly acknowledges and agrees that all requirements, limitations or other restrictions in any Laws applicable to the City in its regulatory capacity (which may include without limitation 47 U.S.C. § 332(c)(7); 47 U.S.C. § 253; 47 U.S.C. § 1455; 47 C.F.R. § 1.40001; California Public Utilities Code §§ 7901 or 7901.1; California Government Code §§ 50030, 65850.6, 65964 or 65964.1; and any judicial or administrative interpretations in connection with any such Laws) do not apply to the City's review or determination in connection with any Pole License Application submitted pursuant to this Master License. Without any limitation on the generality of the preceding sentence, and for only the purposes in this Master License and any Pole License, the City and Licensee expressly acknowledge and agree that any Equipment installed pursuant to this Master License or any Pole License will not be considered or interpreted as "personal wireless service facilities" as defined in 47 U.S.C. § 332(c)(7)(C)(ii), and any Pole or replacement Pole on which such Equipment is installed will not be considered or interpreted as a "tower" or a "base station" as used in 47 U.S.C. § 1455 or 47 C.F.R. §§ 1.40001 *et seq.*

6.4.7. Staff Augmentation Costs

The City may from time-to-time hire independent contractors with expertise acceptable to the City in the subject matter of this Master License and any Pole License to assist the City review and process Pole License Applications in expedited manner. Licensee shall reimburse the City for all actual costs incurred by the City in connection with such independent contractors within 10 days after Licensee receives the City's demand for payment, together with copies of invoices or other evidence to document the costs incurred. When the City elects to retain such independent contractor(s) for services in connection with a Pole License Application, the City shall notify Licensee before the City incurs any costs and Licensee shall have two (2) business days to withdraw the Pole License Application without any liability to reimburse the City for costs incurred by the

independent contractor(s) in connection with the withdrawn Pole License Application. If Licensee does not withdraw the Pole License Application within said two-day period, Licensee will be deemed to have consented to the obligation to reimburse the City as provided in this Section 6.4.7.

7. EQUIPMENT INSTALLATION

7.1. Approved Plans and Equipment Specifications

Licensee must submit detailed plans and equipment specifications as Exhibit A-2 to any Pole License Application, which must include without limitation all equipment, mounts, hardware, utilities, cables, conduits, signage, concealment elements and other improvements proposed in connection with the License Area. Licensee acknowledges that Exhibit A-2 to any approved Pole License will be deemed to be the “**Approved Plans**” and that Licensee will be permitted to install only the Equipment and other improvements shown on such Approved Plans.

7.1.1. Site Identification Required

Subject to applicable Laws, on each licensed Pole, Licensee must install one identification plate in strict compliance with the size, material, form and substance as shown on the Approved Plans. The identification plate must include Licensee’s corporate name and telephone number at which Licensee’s On-Call Representative can be reached at all times (24 hours per day and 7 days per week). Licensee must replace the identification plate in the event that any information on such plate changes.

7.1.2. Changes Required for Regulatory Approvals

Licensee may amend previously Approved Plans when such changes are required to obtain or maintain compliance with other Regulatory Approvals necessary to install the Equipment. Any such changes will require the City’s prior written approval. The City will provide notice of its decision to Licensee in accordance with Section 28.1 (Notices).

7.1.3. Corrections to Approved Plans

Licensee shall have the obligation to correct any errors or omissions in any Approved Plans and related Regulatory Approvals. Licensee shall immediately send written notice to the City in the event that Licensee discovers any such defects. Any Approved Plans and/or amendments to Approved Plans by the City will not release or excuse Licensee’s obligations under this Section 7.1.3.

7.2. Prior Regulatory Approvals Required

Licensee shall not commence any work at the License Area until Licensee obtains all necessary Regulatory Approvals, which includes without limitation an Encroachment Permit from the Los Angeles County Department of Public Works and any other permit

obtained through any other City department, and tenders full and complete copies of each Regulatory Approval to the City. Fees associated with any necessary Regulatory Approvals shall be the responsibility of the Licensee. The City's consent or refusal to consent to any Pole License issued by the City in its proprietary capacity as the Pole owner will not be deemed to be any approval or denial in connection with any Regulatory Approval issued by the City in its regulatory capacity as a municipal government.

7.3. Installation; Strict Compliance with Approved Plans

Licensee shall not commence any work at the License Area until the City provides Licensee with the Acknowledgement Letter or an equivalent letter to confirm the Commencement Date. Licensee shall perform all work in connection with the License Area in strict compliance with the Approved Plans and in a diligent, skillful and workmanlike manner. All installed Equipment must be high quality, safe, fire resistant, modern in design and attractive in appearance, all as approved by the City. After any work at the License Area concludes, Licensee shall restore the License Area and any other City Property to the condition that existed immediately prior to the work commenced. Licensee shall duly notify City when installation is complete.

7.3.1. Alterations to City's Property

Licensee shall not remove, damage or in any manner alter any City Property without prior written consent from the City and any other City agencies with jurisdiction over the subject City Property. The City may withhold its consent in its sole and absolute discretion, and may reasonably condition its consent in each instance based on scope and nature of the proposed alterations. Licensee shall immediately notify the City if any removal, damage or other alteration occurs to City Property for any reason and through any cause.

7.3.2. Licensee's Contractors

Licensee shall use only qualified and trained persons and appropriately licensed contractors for all work performed on or about the License Area. Licensee shall give the City at least ten (10) days' prior written notice of commencement of any construction or installation on any part of the License Area except or minor and routine repair and maintenance of Licensee's Equipment. At least five (5) business days before any work commences on or about the License Area, Licensee shall provide the City with: (1) a schedule with all activities to be performed in connection with the work; and (2) a list with all the names, contractor's license numbers and business addresses for all contractors who will perform the work.

7.4. Labor and Materials Costs

Licensee shall be responsible for all direct and indirect costs (labor, materials, and overhead) in connection with designing, purchasing and installing all Equipment in

accordance with the Approved Plans and all applicable Laws. Licensee shall also bear all costs to obtain and maintain all Regulatory Approvals required in connection with the installation, which includes without limitation all direct and indirect costs to comply with any approval conditions or mitigation measures that arise from Licensee's proposed installation. Licensee shall timely pay for all labor, materials, Equipment and all professional services related to the Permitted Use or furnished to the License Area at Licensee's direction or for Licensee's benefit.

7.5. Project Managers

The City and Licensee each designate the person listed in this Section 7.5 as its project manager to coordinate Licensee's Equipment design and installation, and serve as each party's respective primary contact person for all design, engineering, construction and installation issues that may arise between the parties in connection with this Master License.

City's Project Manager:

Name: _____
Title: _____
Phone: _____
Email: _____
Address: _____

Licensee's Project Manager:

Name: _____
Title: _____
Phone: _____
Email: _____
Address: _____

Licensee acknowledges that the City's project manager is not exclusively assigned to this Master License, and that the City's project manager may not always be immediately available to Licensee or its project manager. Licensee further acknowledges that the authority delegated by the City to the City's project manager is limited to the administration of this Master License, any Pole License Applications and any approved Pole Licenses. The parties' respective project managers will have no obligation to perform any term or covenant to be performed by the other party under this Master License. Notices to the parties' respective project managers alone will not be deemed effective notice for any purpose under this Master License. The Parties may designate a new project manager from time-to-time by written notice to the other Party.

7.6. Coordination with the City

Licensee must coordinate all its installation, construction and other work on or about the License Area with the City so as to avoid any interference (physical, electronic or otherwise) with any existing utilities, substructures, facilities, City Property and the City's municipal operations.

7.7. Fiber-Optic Cables

In the event that Licensee's Equipment on the License Area includes any fiber-optic cables owned by Licensee, Licensee shall, as partial consideration paid to the City for this Master License, grant the City a license to use six strands in any fiber-optic cable that Licensee owns at each licensed Pole. Such license shall be automatically effective upon Licensee's installation of any fiber-optic cables owned by Licensee on the License Area, and Licensee shall designate and mark six fiber strands in any conduit that serves the License Area for the City's use at the time it installs such fiber-optic cables. Licensee further agrees that, at the time this Master License expires or terminates, Licensee shall transfer to the City title and ownership of any fiber stands that the City uses or desires to use by quitclaim or bill for sale at no cost to Licensee. For the avoidance of doubt, the obligations under this Section 7.7 do not apply to Licensee when Licensee either does not use fiber optic cables or when Licensee does not own the fiber optic cables used (e.g., in circumstances where Licensee procures fiber-based telecommunications services from a local common carrier unrelated to Licensee).

7.8. Title to Licensee's Equipment and Other Improvements

Except as specifically provided otherwise in this Master License, all Equipment and other improvements installed, constructed or placed on or about the License Area by Licensee or its Agents or Invitees will be and remain at all times Licensee's personal property. All structural improvements (including, without limitation, hand holes, pull boxes, ground-mounted cabinets and pedestals) to any Pole, any replacement Pole and any underground fiber optic cables, all as approved by the City and shown in the Approved Plans, will become City Property and remain should Licensee vacate or abandon such License Area, unless the City elects in a written notice to Licensee that it does not wish to take title to such structural improvements, in which case Licensee shall remove such improvements at its sole cost and in a manner acceptable to City, and shall restore all affected areas by such removal to a condition compliant with all applicable Laws. Subject to Section 24 (Surrender of License Area), Licensee may remove its Equipment from the License Area at any time after 30 days' written notice to the City.

7.9. Compliance with Prevailing Wage Policies

The services to be provided under the Master License or Pole License are or may be subject to prevailing wage rate payment as set forth in California Labor Code Section

1771. Accordingly, to the extent that such services are subject to the prevailing wage rate payment requirements, Licensee shall comply with all California Labor Code requirements pertaining to “public works,” including the payment of prevailing wages in connection with the services to be provided hereunder (collectively, “**Prevailing Wage Policies**”). Licensee shall submit, upon request by the City, certified copies of payroll records to the City and shall make such records available to the City for inspection and copying during regular business hours at a location within the City of Concord.

Licensee shall defend, indemnify and hold the City harmless and its officers, officials, employees, volunteers, agents and representatives (collectively, “**Indemnitees**”) from and against any and all present and future liabilities, obligations, orders, claims, damages, fines, penalties and expenses (including attorneys’ fees and costs) (collectively, “**Claims**”) arising out of or in any way connected with Licensee’s obligation to comply with all laws with respect to the work of improvements or Prevailing Wage Policies, including all Claims that may be made by contractors, subcontractors or other third party claimants pursuant to Labor Code sections 1726 and 1781, as amended and added by Senate Bill 966.

Licensee hereby waives, releases and discharges forever the Indemnitees from any and all present and future Claims arising out of or in any way connected with Licensee’s obligation to comply with all laws with respect to the work of improvements and Prevailing Wage Policies. Licensee is aware of and familiar with the provisions of California Civil Code Section 1542 which provides as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him must have materially affected his or her settlement with the debtor.”

As such relates to the Master License and Pole License, Licensee hereby waives and relinquishes all rights and benefits which it may have under California Civil Code Section 1542. The obligations of Licensee under this Section 3.B shall survive the termination of this Master License or Pole License.

8. PUBLIC WORKS OPERATIONS

8.1. City’s Access to License Areas

Except as specifically provided otherwise in this Master License, the City and its Agents have the right to access any License Area in whole or in part at any time without notice for any purpose. The City will not be liable in any manner whatsoever, and Licensee expressly waives any Claims for inconvenience, disturbance, lost business, nuisance or other damages that may arise from the City’s or its Agents’ access to the License Area, which includes any Equipment removed in an emergency or other exigent circumstances pursuant to Section 8.4 (Emergencies), except to the extent that the damage arises directly and exclusively from the gross negligence or willful misconduct

of the City or its Agents and not contributed to by the acts, omissions or negligence of Licensee, its Agents or Invitees. The City will not be liable in any manner whatsoever, and Licensee expressly waives any Claims for inconvenience, disturbance, lost business, nuisance or other damages that may arise from the City's or its Agents' gross negligence or willful misconduct and not contributed to by Licensee's or its Agents' or Invitees' acts, omissions or negligence.

8.2. Repairs, Maintenance and Alterations to Poles

The City and/or the City's Public Works Department will: (1) maintain and repair Poles as needed, in its sole judgment, for its street light operations and other municipal functions; and (2) correct any immediately hazardous condition. Except as provided in Section 26 (Termination), and excluding conditions that arise from the City's or its Agents' gross negligence or willful misconduct, neither any City work on any Pole nor any condition on any Pole will: (1) entitle Licensee to any damages; (2) excuse or reduce any obligation by Licensee to pay any License Fees or Additional Fees or perform any covenant under this Master License; or (3) constitute or be construed as a constructive termination of this Master License or any Pole License.

8.3. Repairs, Maintenance and Alterations to License Areas

The City may, at any time, alter, add to, repair, remove from and/or improve the License Area in whole or in part for any operational purpose, which includes without limitation maintenance and improvements in connection with street light services and compliance with Laws; provided, however, (1) the City makes a good-faith effort to provide advance notice to Licensee's On-Call Representative as soon as reasonably practicable; (2) the City allows Licensee's representative to observe the City's work; and (3) the City takes reasonable steps not to disrupt Licensee's ordinary operations on the License Area. The provisions in this Section 8.3 will not be construed to allow Licensee's ordinary operations to impede or delay the City's authority and ability to make changes to the License Areas necessary to maintain street light services.

8.4. Emergencies

In emergencies, the City's work will take precedence over Licensee's operations, which includes without limitation any Equipment operated on the License Area, and the City may access the License Area in whole or in part as the City deems necessary in its sole determination and in accordance with this Section 8.4, whether the City has notified Licensee of such emergency or other exigent circumstances or not. When safe and practicable, the City will notify Licensee of any emergency or other exigent circumstances that requires the City to remove or replace any Pole and will allow Licensee to remove its Equipment before the City removes or replaces the Pole; provided, however, that the City will remove the Equipment from the Pole when in the City's sole determination it would (1) be unsafe or not practicable to wait for Licensee to perform the work; (2) cause significant delay; or (3) otherwise threaten or compromise public safety or public services. The City will remove any Equipment with reasonable

care and store the Equipment for retrieval by Licensee and the City will provide notice as soon as reasonably practicable after such emergency, but in no event later than 24 hours after the emergency. Licensee shall have the right to reinstall such removed Equipment or equivalent Equipment at Licensee's sole expense on the repaired or replaced Pole and in accordance with Section 7 (Equipment Installation). The City's removal of Licensee's Equipment in emergencies or other exigent circumstances will not be deemed to be a forcible or unlawful entry onto the License Area or any interference with Licensee's contractual privilege to use the License Area.

9. LICENSEE'S MAINTENANCE OBLIGATIONS

9.1. Damage to Poles

9.1.1. Notice to the City

Licensee agrees to give the City notice of the need for any repair to a Pole promptly after Licensee discovers any damage from any cause. Licensee's agreement to provide notice is not an assumption of liability for any life-threatening or hazardous conditions unless caused by the acts, omissions or negligence of Licensee or its Agents or Invitees. Failure to provide such notice will be a material default under this Master License.

9.1.2. Damage Caused by Licensee

In the event that any use or maintenance by Licensee or its Agents or Invitees cause any damage to any Pole, Licensee must notify City and repair such damage within 30 days after the City provides a notice to Licensee that describes such damage. Damage repairs need to be done in accordance with the City's standard of care and to the City's satisfaction. Such 30-day cure period may be extended to a date certain if the City agrees the cure reasonably requires more time. In the event that Licensee fails to timely cure the damage, the City may repair the damage at Licensee's expense. Licensee will reimburse the City for all costs incurred to repair such damage within 10 days after Licensee receives the City's demand for payment, together with copies of invoices or other evidence to document the costs incurred.

9.1.3. No Right to Repair

Absent notice from the City with a demand to repair any damage to a Pole, Licensee is not authorized to make any repairs to any Pole. Licensee expressly waives all rights it may have under any applicable Laws to make repairs at the City's expense.

9.2. Equipment Maintenance

9.2.1. Generally

Licensee shall, at its sole cost and expense, install, maintain and promptly repair any damage to any Equipment installed on the License Area whenever repair or maintenance may be required, subject to the City's prior approval if required under Section 7 (Equipment Installation). Licensee is not required to seek the City's prior approval for any Equipment repair, maintenance, replacement or other installation on the License Area when such Equipment is shown on the Approved Plans. Licensee must obtain the City's prior written approval for any Equipment repair, maintenance, replacement or other installation that involves larger, different or additional Equipment than shown on the Approved Plans. Licensee expressly acknowledges that Section 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012 (codified at 47 U.S.C. § 1455) does not apply to this Master License or any Pole License because the City is granting them in its proprietary capacity as the owner of the City Poles. Any work on Licensee's Equipment installed on Poles that is authorized or permitted under this Subsection is subject to Licensee obtaining any required Regulatory Approvals.

9.2.2. Modifications

Notwithstanding any other provision of this Master License, modifications to any pole attachment shall not be subject to the City's prior consent only when (i) such modification to the attachment involves only substitution of internal components, and does not result in any change to the external appearance, dimensions, or weight of the attachment, as approved by the City; or (ii) such modification involves replacement of the attachment with an attachment that is the same, or smaller in weight and dimensions, and substantially similar in appearance from publicly accessible spaces as the approved attachment. Prior to performing any modification under this Section 9.2.2, Licensee will obtain all Regulatory Approvals required for the modification and provide the City with notice prior to commencing any work in connection with the modification.

9.3. Graffiti Abatement

Licensee's repair and maintenance obligation includes the removal of any graffiti from the License Area within 48 hours after the City notifies Licensee of said graffiti.

9.4. Standard of Work

All work performed by or for Licensee under this Section 9 shall be: (1) at Licensee's sole cost and expense; (2) performed only qualified and trained persons and appropriately licensed contractors; (3) performed in a manner and with equipment and materials that will not interfere with or impair the City's operations; and (4) compliant with all applicable Laws; and (5) performed solely by Licensee or Licensee's Agents and not by Licensee's Invitees.

9.5. Inspections

At least once in every License Year, Licensee shall perform an inspection of all Equipment and, within 30 business days after the inspection, submit a written report to

the City on the condition of such Equipment that includes, without limitation, any identified concerns and corrective action taken or planned to be taken. In the event that Licensee's inspection reveals any maintenance concerns in connection with any Pole or any other City Property, Licensee shall promptly notify the City. Licensee shall provide the City with at least 30 days' prior written notice before it commences any inspection. Licensee shall permit any City employee or third-party consultant to observe any inspection activities and make reasonable accommodations as needed to facilitate such observations; provided that any third-party consultant will be required to agree to a reasonable confidentiality agreement as may be requested by Licensee. In the event that Licensee, its Agents or Invitees notice any maintenance concerns with respect to any Pole or other City Property, Licensee shall promptly notify the City.

10. LIENS

Licensee shall keep the License Area free and clear from any and all liens in connection with any work performed, material furnished or obligations incurred by or for Licensee. Licensee shall inform each and every contractor and material supplier that provides any work, service, equipment or material to Licensee in any way connected with Licensee's use of the License Area that the License Area is public property and is not subject to mechanics' liens or stop notices for Equipment or other materials or services provided for Licensee's Equipment. If Licensee does not cause the release of lien of a mechanic's lien or stop notice by any contractor, service provider or equipment or material supplier purporting to attach to the License Area or other City Property within 30 days after notice or discovery of the lien, the City will have the right, but not the obligation, to cause the same to be released by any means it deems proper, including payment of the Claim giving rise to such lien. Licensee must reimburse the City for all expenses it incurs in connection with any such lien (including reasonable attorneys' fees) within 10 days following receipt of the City's demand together with copies of invoices or other evidence to document the costs incurred. Licensee shall give the City at least 10 days' prior notice of commencement of any construction or installation on any part of the License Area except for minor and routine repair and maintenance of Licensee's Equipment. Licensee shall not create, permit, or suffer any other encumbrances affecting any portion of the License Area.

11. UTILITIES

Licensee shall be responsible to secure its own utility services for its Permitted Use and shall not be permitted to use or submeter from any electrical service provided to the City on any Pole. The City may, in its sole and absolute discretion, permit Licensee to connect to or submeter from any electrical service provided to the City on any Pole not subject to a flat rate from the City's electrical service provider. Licensee shall timely pay when due all charges for all utilities furnished to its Equipment. Any permitted interconnection between the City's and Licensee's electrical facilities shall be accomplished in compliance with all applicable Laws and all utility service providers' policies for such interconnection.

12. TAXES AND ASSESSMENTS

12.1. Possessory Interest Taxes

Licensee understands and acknowledges that this Master License may create a possessory interest subject to taxation and that Licensee will be required to pay any such possessory interest taxes. Licensee further understands and acknowledges that any sublicense or assignment permitted under this Master License and any exercised options to renew or extend this Master License may constitute a change in ownership for taxation purposes and therefore result in a revaluation for any possessory interest created under this Master License.

12.2. Licensee's Tax Obligations

Licensee agrees to pay when due and prior to delinquency any and all taxes, assessments, charges, excises and exactions whatsoever, including without limitation any possessory interest taxes, that arise from or in connection with Licensee's use within the License Area or Licensee's Equipment that may be imposed on Licensee under Law. Licensee shall not allow or suffer any lien for any taxes assessments, charges, excises or exactions whatsoever to be imposed on the License Area or Licensee's Equipment. In the event that the City receives any tax or assessment notices on or in connection with the License Area or Licensee's Equipment, the City shall promptly (but in no event later than 30 days after receipt) forward the same, together with reasonably sufficient written documentation that details any increases in the taxable or assessable amount attributable to Licensee's Equipment.

13. COMPLIANCE WITH LAWS

13.1. Compliance with Current and Future Laws

Licensee shall install, operate and maintain the Equipment, and shall perform all work in connection with such installation, operation and maintenance, in strict compliance with all applicable Laws and all conditions in any Regulatory Approvals issued in connection with the Equipment or its installation and operation on any Pole. The parties agree that Licensee's obligation to comply with all Laws is a material part of the bargained-for consideration under this Master License, irrespective of the degree to which such compliance may interfere with Licensee's use or enjoyment of the License Area, the likelihood that the parties contemplated the particular Law involved and whether the Law involved is related to Licensee's particular use of the License Area. No occurrence or situation arising during the Term arising under any current or future Law, whether foreseen or unforeseen and however extraordinary, will relieve Licensee from its obligations under this Master License or give Licensee any right to terminate this Master License or any Pole License in whole or in part or to otherwise seek redress against the City. Licensee waives any rights under any current or future Laws to terminate this Master License or any Pole License, to receive any abatement, diminution, reduction or

suspension of payment of License Fees, or to compel the City to make any repairs to comply with any such Laws, on account of any such occurrence or situation.

13.2. Licensee's Personnel

13.2.1. Personnel Training and Certification

Licensee shall ensure that all persons who install, operate or maintain the Equipment are appropriately trained and licensed by the California State Contractors Licensing Board as required under applicable CPUC rules and regulations. Licensee shall ensure that such persons are trained in and observe all safety requirements established by the City, the CPUC and the California Division of Occupational Safety and Health, Department of Industrial Relations, or its duly appointed successor agency, which includes without limitation site orientation, tag-out and lock-out de-energization rules, ladder and lift restrictions and track and street right-of-way safety requirements.

13.2.2. Licensee's Indemnification for Personal Injuries

Licensee acknowledges that (1) the City has delegated to Licensee control over the License Area at any time in which Licensee or its Agents are installing, operating or maintaining the Equipment; and (2) the City is not a co-employer of any employee of Licensee or any employee of Licensee's Agents, and the City shall not be liable for any Claim by Licensee's or its Agent's employee(s). Licensee agrees to fully indemnify, defend and hold the City harmless in the same manner as provided in Section 18 (Licensee's Indemnification Obligations) against any Claim by any employee of Licensee or its Agents that arises in connection with Licensee's or its Agents' access, uses or other activities on or about the License Area.

13.3. Compliance with CPUC GO 95

Licensee shall conduct all activities on the License Area in accordance with CPUC General Order 95 and the rules and other requirements enacted by the CPUC under that General Order, as applicable and as amended.

13.4. Compliance with Building and Electric Codes

Licensee shall conduct all activities on the License Area in accordance with the requirements of all applicable codes and regulations related to building and construction safety, which includes without limitation the California Building Code, the California Electric Code, National Electric Safety Code IEEE C2 (the "**NESC**") and any applicable local building electrical code, as those codes exist now or may be amended in the future. To the extent that CPUC General Order 95 does not address cellular telephone antenna installations on Poles carrying electrical lines, Licensee shall apply applicable provisions of the NESC, with particular attention to paragraphs 224, 235C, 235F, 238, 239 and 239H and sections 22, 41 and 44. Where any conflict exists between the California Building Code, the NESC, the California Electric Code, any local code and

CPUC General Order 128, the more stringent requirements will apply, as determined by the City.

13.5. Compliance with RF Exposure Regulations

Licensee's obligation to comply with all Laws includes all Laws related to maximum permissible exposure to RF or EMF emissions on or about the License Area, which includes all applicable FCC standards, whether such RF or EMF emissions or exposure results from Licensee's Equipment alone or from the cumulative effect of Licensee's Equipment added to all other existing sources as of the date of the RF Compliance Report on or near the License Area. Licensee must provide to the City an RF Compliance Report for each proposed Pole on which the Licensee desires to install or operate its Equipment. If not provided earlier, Licensee must submit the RF Compliance Report to the City with the applicable Pole License Application.

14. DAMAGE OR DESTRUCTION

14.1. City's Rights After Damage or Destruction

In the event the License Area in whole or in part becomes damaged due to any cause, the City (1) will have no obligation whatsoever to repair or replace the damaged License Area; and (2) may, in the City's sole and absolute discretion, elect to take any of the following actions:

14.1.1. Election to Repair or Replace Damaged Pole

Within 30 days after the date on which the City discovers damage or destruction of a Pole licensed to Licensee, the City will give Licensee notice of the City's decision whether to repair or replace the damaged Pole and its good faith estimate of the amount of time the City will need to complete the work. If the City cannot complete the work within 30 days after the date that the City specifies in its notice, or if the City elects not to perform the work, then Licensee will have the right to terminate the affected Pole License on 30 days' notice to the City. In addition, Licensee shall at all times keep at least one (1) replacement pole in stock with the City's designated street light maintenance contractor at a location designated by the City.

14.1.2. Election to Remove Damaged Pole

If the City elects to remove, rather than repair or replace, a damaged Pole licensed to Licensee, then the applicable Pole License will automatically terminate on the last day of the month in which the removal occurs.

14.1.3. Election to Remove Equipment from Damaged Pole

If the acts of third parties or an act of nature or other force majeure circumstance outside the control of Licensee or its Agents or Invitees destroys or damages any Pole

to such an extent that, in the City's reasonable determination after consultation with Licensee, the Equipment on the Pole cannot be operated, the City may decide to terminate the affected Pole License on 30 days' written notice to Licensee and require Licensee to remove the Equipment from the damaged Pole before the termination date specified in the City's notice. Notwithstanding anything in this Master License or any Pole License to the contrary, the City will have the right to remove any damaged Pole when deemed necessary, in the City's sole determination, to protect the public or property from imminent (whether threatened or actual) harm.

14.2. Licensee's Rights upon Termination

After the City terminates a Pole License pursuant to Section 14.1 (City's Rights After Damage or Destruction), the City will: (1) refund any pre-paid License Fee in connection with the terminated Pole License on a pro-rata basis determined by the number of months left in the current License Year at the time such termination occurs, subject to the Minimum Term as defined in Section 3.2 (Pole License Term) in this Master License; and (2) prioritize Licensee's Pole License Application for one replacement Pole.

14.3. Waiver of Statutory Rights

The parties understand, acknowledge and agree that this Master License fully governs their rights and obligations in the event that any licensed Poles become damaged or destroyed, and, to the extent applicable, the City and Licensee each hereby waives and releases the provisions in California Civil Code §§ 1932(2) and 1933(4) or any similar Laws.

15. CONDEMNATION

15.1. Permanent Takings

In the event that any entity with the power to condemn permanently takes any License Area in whole or in part, or in the event that the City transfers any License Area in whole or in part to such entity in lieu of eminent domain, the following provisions will apply:

15.1.1. Termination

Any affected Pole License will automatically terminate as to the part taken or transferred on the date the permanent taking or transfer occurs, and the License Fee under the affected Pole License will be ratably reduced to account for the reduction in License Area.

15.1.2. Award

The City will be entitled to any award paid or made in connection with the taking or any sums paid in lieu of such taking. Licensee will have no Claim against the City for the

value of any unexpired Term of any Pole License or otherwise except that Licensee may claim any portion of the award that is specifically allocable to Licensee's loss or damage to Licensee's Equipment.

15.1.3. No Statutory Right to Terminate

The parties understand, acknowledge and agree that this Section 15.1 (Permanent Takings) is intended to fully govern the parties' rights and obligations in the event of a permanent taking. Licensee and the City each hereby waives and releases any right to terminate this Master License in whole or in part under California Code of Civil Procedure §§ 1265.120 and 1265.130 and under any similar Laws to the extent applicable to this Master License.

15.2. Temporary Takings

Any taking that affects any License Area in whole or in part for less than 90 days will have no effect on the affected Pole License, except that Licensee will be entitled to a pro-rata abatement in the applicable License Fee to the extent that such temporary taking materially impairs Licensee's use of the License Area. Furthermore, in the event that the City receives an award, if any, in connection with such temporary taking, Licensee will receive the portion from the award that represents compensation for the use or occupancy of the License Area during the Term but not to exceed the License Fees and Additional Fees payable by Licensee for the period of the taking, and the City will retain the balance of the award.

16. ASSIGNMENT AND OTHER TRANSFERS

16.1. General Restriction

Except as specifically provided in Section 16.3 (Permitted Assignments), Licensee shall not directly or indirectly assign its interests or rights, whether in whole or in part, in connection with this Master License, any Pole License or the License Area without the City's prior written consent. The City shall not unreasonably withhold its consent to any proposed Assignment; provided, however, that the parties acknowledge that the City may reasonably withhold its consent to any proposed Assignment at any time in which any monetary or other material default by Licensee under this Master License remains uncured.

16.2. Proposed Assignment Procedures

16.2.1. Proposed Assignment Notice

Other than with respect to a Permitted Assignment, in the event that Licensee desires to assign its interests or rights, whether in whole or in part, in connection with this Master License, any Pole License or the License Area, Licensee shall first send written notice (the "**Proposed Assignment Notice**") to the City, which states in detail the proposed

terms and conditions for the Assignment and financial information sufficient to show that the proposed assignee (the “**Proposed Assignee**”) has a demonstrated ability to perform all the obligations of Licensee under this Master License and any Pole License issued hereunder. In addition, upon a written request from the City, Licensee or the Proposed Assignee shall provide additional information, which includes without limitation financial statements, business track records, references and other information about the Proposed Assignee that the City reasonably requires to fully evaluate Licensee’s request and render an informed decision. In the event that Licensee does not provide all the such information simultaneously with the Proposed Assignment Notice, the Proposed Assignment Notice shall not be deemed effective until Licensee delivers all such information as the City may reasonably require.

16.2.2. City Response

The City shall approve or disapprove any request for consent to an Assignment within 30 days after the City receives a complete Proposed Assignment Notice, or 30 days after the deemed-effective date if Licensee delivers an incomplete Proposed Assignment Notice as described in Section 16.2.1 (Proposed Assignment Notice) (in either case, the “**Assignment Response Period**”). The City shall not unreasonably withhold approval if the Proposed Assignee has a demonstrated ability to perform all the obligations of Licensee under this Master License and any Pole License issued hereunder. If the City fails to respond within the Assignment Response Period, the request for consent will be deemed disapproved. If the City delivers to Licensee written consent to the proposed Assignment, then Licensee shall have 100 days from such written consent to complete the Assignment. The City’s consent will be deemed revoked if Licensee fails to complete the proposed Assignment within the 100-day period; provided, however, that the 100-day period may be extended to a date certain in a written agreement, which the City shall not unreasonably refuse.

16.3. Permitted Assignments

16.3.1. Definition

The City agrees that Licensee will be permitted to enter into an Assignment of this Master License and Pole Licenses issued under it (a “**Permitted Assignment**”), without the City’s prior consent but with notice to the City as provided below, to: (i) Licensee’s parent; (ii) Licensee’s subsidiary; (iii) an entity that acquires all or substantially all of Licensee’s assets in the market in which the License Area is located (as the market is defined by the FCC under an order or directive of the FCC; (iv) an entity that acquires Licensee by a change of stock ownership or partnership interest; or (v) an entity that Controls Licensee, is Controlled by Licensee or that, with Licensee, is under the Common Control of a third party.

16.3.2. Conditions

A Permitted Assignment is subject to all the following conditions: (a) the Assignee uses the License Area only for the Permitted Use and holds all Regulatory Approvals necessary to lawfully install, operate, and maintain Equipment on the License Area; (b) Licensee provides the City with notice 30 days before the effective date of Permitted Assignment, stating the contact information for the proposed Assignee and providing financial information establishing that the proposed Assignee meets the qualifications in Section 16.2.1; and (c) Licensee is in good standing under this Master License.

16.4. Effect of Assignment

No Assignment by Licensee, consent to Assignment by the City, or Permitted Assignment under Section 16.3 (Permitted Assignments) to any Assignee or other third party will relieve Licensee of any obligation on its part under this Master License, until and unless the Assignee signs a written agreement in a form reasonably acceptable to the City to unconditionally assume all Licensee's obligations under this Master License and any Pole License issued hereunder. Any Assignment that is not in compliance with this Section 16 will be void and be a material default by Licensee under this Master License without a requirement for notice and a right to cure. The City's acceptance of any License Fee, Additional Fee, or other payments from a proposed Assignee will not be deemed to be the City's consent to such Assignment, recognition of any Assignee, or waiver of any failure of Licensee or other transferor to comply with this Section 16.

16.5. Assumption by Transferee

Each Assignee shall assume all obligations of Licensee under this Master License and each assigned Pole License and will be and remain liable jointly and severally with Licensee for all obligations to be performed by Licensee until and unless the Assignee signs a written agreement, in a form reasonably acceptable to the City, to unconditionally assume all Licensee's obligations under this Master License and any Pole License issued hereunder. No Assignment will be binding on the City unless Licensee or the Assignee delivers to the City evidence satisfactory to the City that the Assignee has obtained all required Regulatory Approvals necessary to install, maintain, and operate the Equipment and any other associated improvements or personal property, a copy of the Assignment agreement (or other document reasonably satisfactory to the City in the event of a Permitted Assignment under Section 16.3 (Permitted Assignments)), and an instrument in recordable form that contains a covenant of assumption by such Assignee satisfactory in substance and form to the City, consistent with the requirements of this Article. However, the failure or refusal of an Assignee to execute such instrument of assumption will not release such Assignee from its liability as set forth in this Section. Except for a Permitted Assignment as provided in Section 16.3 (Permitted Assignments), Licensee shall reimburse the City on demand for any reasonable costs that the City incurs in connection with any proposed Assignment, including the costs of investigating the acceptability of the proposed Assignee and legal costs incurred in connection with considering any requested consent. The City agrees that its right to reimbursement under this Section during the

Term will be limited to **Two Thousand and 00/100 Dollars (\$2,000.00)** for each request.

16.6. Licensee's Customers

Licensee may provide capacity to Licensee's customers using, or permit such customers to use, the Equipment installed by Licensee without the City's consent required in this Section; provided, however, that: (1) Licensee remains solely responsible for such Equipment and (2) such use by Licensee or Licensee's customers does not involve any physical changes to the Equipment other than changes permitted under Section 9.2.2 (Modifications). In any other case, Licensee may provide capacity to Licensee's customers using, or permit such customers to use, the Equipment installed by Licensee upon prior written notice to the City that: (a) identifies the customer who will be using the Equipment and the location(s) where such use will occur; and (b) includes the appropriate annual fee for the additional carrier as specified in Schedule A-4, prorated to account for any partial year. Thereafter, Licensee shall pay the additional carrier fee each year in the same manner as the License Fee so long as the additional carrier continues to use the Equipment. Notwithstanding anything in this Master License to the contrary, Licensee shall not be required to pay any additional fee to allow Licensee's customers to use wireline Equipment for data transport, backhaul or similar services.

17. DEFAULT

17.1. Events of Default by Licensee

Any of the following will constitute an event of default by Licensee under this Master License and any Pole Licenses issued under it: (1) Licensee fails to pay any sums due to the City within 10 days after notice from the City; (2) Licensee fails to perform or comply with any other obligation or representation made under this Master License, if the failure continues for 30 days after the date of notice from the City, or, if such default is not capable of cure within the 30-day period, Licensee fails to promptly undertake action to cure such default within such 30-day period and thereafter fails to use its best efforts to complete such cure within 60 days after the City's notice; (3) Licensee, except where otherwise permitted under this Master License, removes its Equipment or abandons the License Area for a continuous period of more than 60 days, such that the License Area is longer being used for the Permitted Use; or (4) any of the following occurs: (i) the appointment of a receiver due to Licensee's insolvency to take possession of all or substantially all of the assets of Licensee; (ii) an assignment by Licensee for the benefit of creditors; or (iii) any action taken by or against Licensee under any insolvency, bankruptcy, reorganization, moratorium, or other debtor relief Laws, if any such receiver, assignment, or action is not released, discharged, dismissed, or vacated within 60 days.

17.2. City's Remedies

In addition to all other rights and remedies available to the City at law or in equity, the City will have the following remedies following the occurrence of an event of default by Licensee.

17.2.1. License Continuation

Without prejudice to its right to other remedies, the City may continue this Master License and applicable Pole Licenses in effect, with the right to enforce all of its rights and remedies, including the right to payment of License Fees, Additional Fees, and other charges as they become due.

17.2.2. Pole License Termination

If a default specific to one or more Pole Licenses is not cured by Licensee within the applicable cure period, if any, specified in Section 17.1 (Events of Default by Licensee), the City may terminate each Pole License in default.

17.2.3. Master License Termination

If Licensee's default is of such a serious nature in the City's sole judgment that the default materially affects the purposes of this Master License, the City may terminate this Master License in whole or in part. Termination of this Master License in whole will terminate all Pole Licenses issued under it automatically and without the need for any further action by the City. In either case, the City will deliver notice to Licensee providing 30-days' notice of termination and specify whether the termination affects the entire Master License or only certain Pole Licenses in the notice. The City will specify the amount of time Licensee will have to remove its Equipment from any affected City Pole, which will be at least 30 days after the date of the City's notice for up to 50% of licensed City Poles and an additional 30 days for more than 51% of licensed City Poles. If Licensee does not remove its Equipment within the specified period, the City will be entitled to remove Licensee's Equipment from the City Pole. The City will have the right to make any terminated portion of the License Area available for license to other parties as of the effective date of the termination, even if Licensee's Equipment is still on the Pole.

17.2.4. Default Fees

Without limiting the City's other rights and remedies under this Master License, the City may require Licensee to pay Additional Fees for the City's administrative cost in providing notice or performing inspections for the events described below (each, a "**Default Fee**") by giving notice of the City's demand that Licensee cure the default and specifying the cure period. The Default Fee for the initial notice from the City will be due and payable to the City 10 days after delivery of notice to Licensee. In addition, if Licensee fails to cure the condition within the cure period set forth in the initial notice, and the City then delivers to Licensee a follow-up notice requesting compliance, then the Default Fee for the follow-up notice will be due and payable to the City 10 days after

delivery of the follow-up notice to Licensee. Default Fees will apply to any of the following events: (1) Licensee constructs or installs any alteration or improvement without the City's prior approval as required by Section 6 (Pole Licenses), Section 7 (Equipment Installation), or Section 7.3.1 (Alterations to City's Property) of this Master License; (2) Licensee fails to cure damage required by Section 9 (Licensee's Maintenance Obligations) on a timely basis; (3) Licensee fails to notify the City, through its project manager, before accessing the License Area or following the plan approval procedures as set forth in Section 7 (Equipment Installation); or (4) Licensee fails to provide evidence of the required bonds and insurance coverage described in Section 19 (Insurance) on a timely basis.

17.3. Licensee's Remedies

Licensee's sole remedy for the City's breach or threatened breach of this Master License or any Pole License issued under it will be an action for damages, subject to Section 20 (Limitations on City's Liability).

17.4. Cumulative Rights and Remedies

All rights and remedies under this Master License are cumulative, except as otherwise provided.

18. LICENSEE'S INDEMNIFICATION OBLIGATIONS

To the maximum extent permitted by applicable Laws, Licensee, for itself and its successors and assigns, shall indemnify, defend, protect and hold the City, its Agents, Invitees and their respective heirs, legal representatives, successors and assigns (the "**Indemnified Parties**"), harmless from and against any and all liabilities, losses, costs, claims, judgments, settlements, damages, liens, fines, penalties and expenses, whether direct or indirect, (each, a "**Claim**") incurred in connection with or arising in whole or in part from: (1) death or personal injury to any person or property damage or other loss that occurred on or about the License Area or arises in connection with Licensee's or its Agents' or Invitees' authorized or unauthorized uses on or about the License Area; (2) any failure or refusal by Licensee to observe or perform any term, covenant or condition in this Master License to be observed or performed on Licensee's part; (3) Licensee's or its Agents' or Invitees' uses or occupancy, or manner of use or occupancy, of the License Area; (4) any exposure to RF emissions or EMFs from Licensee's Equipment or uses on or about the License Area; (5) the License Area condition or any occurrence on or about the License Area attributable to the events described in clauses (1), (2), (3) or (4) in this Section 18; or (6) any act, omission or negligence of Licensee, its Agents or Invitees in, on or about the License Area; all whether any negligence may be attributed to the Indemnified Parties or not, and all whether liability without fault is imposed or sought to be imposed on the Indemnified Parties, but except to the extent that such Claim(s) arise from the Indemnified Parties' willful misconduct or gross negligence. Licensee's obligations under this Section 18 includes, without limitation, reasonable fees, costs and expenses for attorneys, consultants and experts, and the City's costs to

investigate any Claim. Licensee specifically acknowledges and agrees that it has an immediate and independent obligation to defend the Indemnified Parties from any Claim that actually or potentially falls within this Section 18, even when the allegations in such Claim are groundless, fraudulent or false, and which obligation arises at the time the Indemnified Parties tender such Claim to Licensee and continues at all times until such Claim's final resolution. Licensee's obligations under this Section 18 will survive the expiration or termination of this Master License.

19. INSURANCE

19.1. Licensee's Insurance

As a condition to issuance of any Pole License, Licensee must provide proof of compliance with the insurance requirements in this Section except to the extent the City's Risk Manager agrees otherwise.

19.1.1. Required Coverages

Licensee shall procure and keep in effect at all times during the Term, at Licensee's cost, insurance in the following amounts and coverages: (1) Commercial General Liability insurance (including premises operations; explosion, collapse and underground hazard; broad form property damage; products/completed operations; contractual liability; independent contractors; personal injury) with limits of at least \$2 million combined single limit for each occurrence and \$4 million aggregate; (2) Worker's Compensation Insurance per California statutory limits with Employer's Liability Limits not less than \$1 million each accident or disease; (3) Commercial Automobile Liability Insurance with limit not less than \$2 million each occurrence combined single limit for bodily injury and property damage, including owned and non-owned and hired vehicles. If Licensee maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by Licensee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

19.1.2. Required Endorsements

Commercial General Liability Insurance and Commercial Automotive Liability Insurance policies must contain the following endorsements: (1) name the City, its officers, agents, employees and volunteers as additional insureds; (2) that such policies are primary insurance to any other insurance available to the additional insureds with respect to any Claims that arise in connection with this Master License; (3) that such insurance applied separately to each insured against whom a Claim is made or brought; (4) that such policies provide for the severability of interests and that an act or omission of one of the named insureds that would void or otherwise reduce coverage shall not void or otherwise reduce coverage as to any other named insured; and (5) that such policies shall afford coverage for all Claims based on acts, omissions, injury or damage that occurred or arose (or the onset occurred or arose) in whole or in part during the policy

period. Additional Insured Endorsement shall not exclude products/completed operations.

19.1.3. Cancellation Notices

All insurance policies required to be maintained by Licensee under this Master License shall be endorsed to provide written notice of cancellation for any reason, including without limitation intent not to renew or reduce coverage to both Licensee and the City. In the event that Licensee receives a notice of intent to cancel or notice of cancellation for any coverage required under this Master License, Licensee shall forward such notice to the City within one business day and promptly take action to prevent cancellation, reinstate cancelled coverage or obtain coverage from a different insurer qualified under Section 19.1.7.

19.1.4. Claims-Made Policies

In the event that any required insurance under this Master License is provided under a claims-made form, Licensee shall continuously maintain such coverage throughout the Term and, without lapse, for three years after this Master License expires or terminates, to the effect that, should any event during the Term give rise to a Claim brought after this Master License expires or terminates, such Claims will be covered under Licensee's claims-made policies.

19.1.5. General Aggregate Limit

The general aggregate limit for any required insurance under this Master License must be double the per-occurrence or Claims limits specified in Section 19.1 when coverage includes a general annual aggregate limit or provides that Claims investigation or legal defense costs will be included in such general annual aggregate limit.

19.1.6. Certificates

On or before the Effective Date, Licensee shall deliver to the City all insurance certificates and additional insured endorsements from Licensee's insurance providers in a form satisfactory to the City that evidences all the required coverages under this Master License, together with complete copies of all policies. In addition, Licensee shall promptly deliver to the City all certificates and policies after Licensee receives a request from the City.

19.1.7. Insurer Qualifications

Licensee's insurance providers must be licensed to do business in California and must meet or exceed an A.M. Best's Key Rating A-VII or its equivalent.

19.1.8. Effective Dates

The City shall not authorize Licensee to install any Equipment on any Pole until and unless all insurance coverages required to be carried by Licensee under this Master License have been obtained. Licensee shall ensure that all insurance coverages required to be carried by Licensee under this Master License remain in effect at all time until all Equipment has been removed from the License Area. The requirements in this Section 19.1.8 (Effective Dates) shall survive the expiration or termination of this Master License.

19.1.9. Licensee's Self-Insurance Alternative

Licensee shall not be permitted to meet its insurance obligations under this Master License through self-insurance without prior written consent from the City, which the City may withhold in its sole discretion for any or no reason. In the event that the City consents to allow Licensee to self-insure as an alternative insurance program, such consent will not be deemed an amendment or implied waiver to any other requirement in this Master License. Any amendment to any insurance requirement must be in a separate written agreement signed by both parties.

19.1.10. No Limitation on Indemnification Obligations

Licensee's insurance obligations under this Section 19 in no way relieves or decreases Licensee's liability under Section 18 (Licensee's Indemnification Obligations) or any other provision in this Master License.

19.1.11. Right to Terminate

The City may elect, in its sole and absolute discretion, to terminate this Master License on written notice to Licensee if Licensee allows any required insurance coverage to lapse and does not reinstate the lapsed insurance coverage within three days after Licensee receives such written notice.

19.2. City's Insurance

Licensee acknowledges that the City self-insures against casualty, property damage and public liability risks. The City agrees to maintain an adequate program of self-insurance for public liability risks during the Term and will not be required to carry any third party insurance with respect to the License Area or otherwise.

19.3. Subrogation Waiver

The City and Licensee each hereby waives any right of recovery against the other party for any loss or damage sustained by such other party with respect to the License Area or any portion thereof or the contents of the same or any operation therein, whether or not such loss is caused by the fault or negligence of such other party, to the extent such loss or damage is covered by insurance obtained by the waiving party under this Master License or is actually covered by insurance obtained by the waiving

party. Each waiving party agrees to cause its insurers to issue appropriate waiver of subrogation rights endorsements to all required policies relating to the License Area, but the failure to obtain any such endorsement will not affect the waivers in this Section.

19.4. Contractors' Bonds and Insurance

Licensee shall require its contractors that install, maintain, repair, replace or otherwise perform any work on or about the License Area: (1) to provide bonds to guarantee the performance of the work and the payment of subcontractors and suppliers for any installation of Equipment, and (2) to have and maintain insurance of the same coverage and amounts as required of Licensee. The City shall be named an additional insured and the same required endorsements and cancellation notices will be required.

20. LIMITATIONS ON THE CITY'S LIABILITY

20.1. General Limitations on the City's Liability

The City is not responsible or liable to Licensee for, and Licensee hereby waives all Claims against the City and its Agents and releases the City and its Agents from, all Claims from any cause (except to the extent caused by the gross negligence or willful misconduct of the City or its Agents), including acts or omissions of persons using the sidewalk or street adjoining or adjacent to or connected with the License Area; utility interruption; theft; burst, stopped or leaking water, gas, sewer or steam pipes; or gas, fire, oil, or electricity in, flood, or vehicle collision on or about the License Area or other City Property.

20.2. Consequential Damages

Licensee expressly acknowledges and agrees that the License Fees and Additional Fees payable under this Master License do not take into account any potential liability of the City for consequential or incidental damages. The City would not be willing to enter into this Master License or issue any Pole Licenses in the absence of a complete waiver of liability, to the fullest extent permitted by Law, for consequential or incidental damages due to the acts or omissions of the City or its Agents, and Licensee expressly assumes the risk with respect thereto. Accordingly, without limiting any Indemnification obligations of Licensee or other waivers contained in this Master License and as a material part of the consideration for this Master License, the parties agree that neither party will be liable to the other in connection with this Master License or any Pole License for any consequential, special, indirect or incidental or punitive damages (including lost revenues, loss of equipment, interference, interruption or loss of service, or loss of data, inconvenience, disturbance, lost business, nuisance or other damages) for any cause of action, whether in contract, tort or otherwise, even if the party was or should have been aware of the possibility of these damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

20.3. No Relocation Assistance

This Master License creates no right in Licensee to receive any relocation assistance or payment for any reason under the California Relocation Assistance Law (Cal. Gov. Code §§ 7260 *et seq.*), the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. §§ 4601 *et seq.*) or similar Law upon any termination of occupancy except as provided in Section 15 (Condemnation). To the extent that any relocation law may apply, Licensee waives, releases and relinquishes forever any and all Claims that it may have against the City for any compensation from the City except as specifically provided in this Master License upon termination of its occupancy of all or any part of the License Area.

20.4. Non-Liability for City Officials, Employees and Agents

No elective or appointive board, agency, member, officer, employee or other Agent of the City will be personally liable to Licensee, its successors and assigns, in the event of any default or breach by the City or for any amount which may become due to Licensee, its successors and assigns, or for any obligation of the City under this Master License.

20.5. Licensee's Waiver

Licensee acknowledges the City's rights under this Section and waives any Claims arising from the exercise of its rights. In connection with the preceding sentence and releases and waivers under Section 8.1 (City's Access to License Areas), Section 9.1.3 (No Right to Repair), Section 13.1 (Compliance with Current and Future Laws), Section 14.1.1 (Election to Repair or Replace Damaged Pole), Section 15.1.3 (No Statutory Right to Terminate), Section 19.3 (Subrogation Waiver), Section 20.1 (General Limitations on City's Liability), Section 20.2 (Consequential Damages), Section 20.3 (No Relocation Assistance), Section 23.3 (Application) and any other waiver by Licensee under this Master License, Licensee acknowledges that it is familiar with section 1542 of the California Civil Code, which reads:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Licensee realizes and acknowledges that the waivers and releases contained in this Master License include all known and unknown, disclosed and undisclosed, and anticipated and unanticipated Claims. Licensee affirms that it has agreed to enter into this Master License in light of this realization and, being fully aware of this situation, it nevertheless intends to waive the benefit of California Civil Code section 1542 and any similar Law. The releases and waivers contained in this Master License will survive its expiration or earlier termination.

21. RECORDS

21.1. Accounting Records

Licensee shall maintain throughout the Term and for at least four years after this Master Agreement expires or terminates the following records in physical format at Licensee's place of business within the State of California and in an electronic format: (1) site identification and location for all Poles under active Pole Licenses; (2) the amount and payment date for all License Fees paid to the City pursuant to this Master License; (3) all Regulatory Approvals issued in connection with the Equipment on Poles; and (4) all correspondence with the City in connection with any matter covered under this Master License. The City, or its designee, will have the right to inspect and audit Licensee's records at Licensee's place of business during regular business hours on 10 days' notice to Licensee.

21.2. Estoppel Certificates

Licensee, at any time and from time-to-time on not less than 30 days' notice from the City, shall execute, acknowledge and deliver to the City or its designee, a certificate of Licensee stating: (a) that Licensee has accepted the License Area (or, if Licensee has not done so, that Licensee has not accepted all or any part of the License Area and specifying the applicable portions of the License Area and reasons for non-acceptance); (b) the Commencement Dates of any Pole Licenses then in effect; (c) the Effective Date and Expiration Date of this Master License; (d) that this Master License and Pole Licenses are unmodified and in full force and effect or, if modified, the manner in which they are modified; (e) whether any defenses then exist against the enforcement of any of Licensee's obligations under this Master License (and if so, specifying the same); (f) whether any of the City's obligations under this Master License are outstanding (and if so, identifying any City obligations that Licensee believes that the City has failed to meet); (g) the dates, if any, to which the License Fees and Additional Fees have been paid; and (h) any other information that may be reasonably required by any such persons.

22. RULES AND REGULATIONS

At all times throughout the Term, Licensee shall faithfully comply with any and all reasonable rules, regulations and instructions that the City may from time-to-time establish and/or amend with respect to the License Area.

23. SURETY BOND

23.1. Amount

At the time Licensee tenders to the City the first Acknowledgement Letter, Licensee must also furnish to the City a bond in the amount of **Seventy Five Thousand and**

00/100 Dollars (\$75,000.00) (the “**Surety Bond**”) as security to provide recourse for the City (at its option) in the event of a default by Licensee in the performance of any obligations under this Master License.

23.2. Replenishment of Surety Bond

In the event that the City applies or uses the Surety Bond in whole or in part to cure any default by Licensee under this Master License or any Pole License, Licensee shall replenish the Surety Bond in the amount and on the date specified in a written notice to Licensee. The City may, in the City’s reasonable judgment, require Licensee to increase the Surety Bond amount from time-to-time when the City determines that Licensee’s past acts or omissions in connection with the License Area warrants additional security.

23.3. Application

Licensee agrees that the City may use the Surety Bond in whole or in part to remedy any damage to the License Area caused by Licensee, its Agents or Invitees or any failure by Licensee to perform any term, covenant or condition in this Master License or any Pole License (including without limitation any failure to pay any License Fee or other sums due under this Master License or any Pole License either before or after any default). In the event that the City uses the Surety Bond in whole or in part, the City will not be deemed to have waived any rights under this Master License, or legal or equitable rights whatsoever. Licensee expressly waives any rights it may have under California Civil Code section 1950.7 or any similar Law and agrees that the City may retain from the Surety Bond any portion reasonably necessary to compensate the City for any foreseeable or unforeseeable loss or damage caused by Licensee’s, its Agents’ or Invitee’s acts or omissions.

24. SURRENDER OF LICENSE AREA

24.1. Surrender

No later than 30 days after the Expiration Date or other termination of this Master License or any Pole License, Licensee shall peaceably remove its Equipment from the applicable portion of the License Area and surrender it to the City in good order and condition, normal wear and tear excepted, free of debris and hazards, and free and clear of all liens and encumbrances. Immediately before the Expiration Date or other termination of this Master License, Licensee shall remove all of Licensee’s Equipment except for any fiber optic cable to which the City will obtain title under Section 7.8 (Title to Licensee’s Equipment and Other Improvements) and repair any damage resulting from the removal. Licensee’s obligations under this Section 24.1 will survive the Expiration Date or other termination of this Master License.

24.2. Abandonment

At its option, the City may deem any items of Licensee's Equipment that remain on a City Pole or otherwise on the License Area or other City Property more than 30 days after the Expiration Date of this Master License to be abandoned and in such case the City may dispose of the abandoned Equipment in any lawful manner after expiration of a 60-day period initiated by the City's notice to Licensee to remove the Equipment. Licensee agrees that California Civil Code sections 1980 *et seq.* and similar provisions of the Civil Code addressing abandoned property by residential or commercial tenants do not apply to any abandoned Equipment.

24.3. Holding Over

Any holding over after the Expiration Date with the express consent of the City will be construed to automatically extend the Term of this Master License for a period of one License Year at a License Fee equal to 150% of the License Fee in effect immediately before the Expiration Date, and the Master License otherwise will be on its express terms and conditions. Any holding over without the City's consent will be a default by Licensee and entitle the City to exercise any or all of its remedies, even if the City elects to accept one or more payments of License Fees, Additional Fees or other amounts payable to the City from Licensee after the Expiration Date.

25. HAZARDOUS MATERIALS

25.1. Hazardous Materials in License Area

Licensee covenants and agrees that neither Licensee nor any of its Agents or Invitees shall cause or permit any Hazardous Material to be brought upon, kept, used, stored, generated, disposed of or Released in, on, under or about the License Area or any other part of City Property, or transported to or from any City Property in violation of Environmental Laws, except that Licensee may use small quantities of Hazardous Materials as needed for routine operation, cleaning and maintenance of Licensee's Equipment that are customarily used for routine operation, cleaning and maintenance of such equipment and so long as all such Hazardous Materials are contained, handled and used in compliance with Environmental Laws. Licensee shall immediately notify the City if and when Licensee learns or has reason to believe any Release of Hazardous Material has occurred in, on, under or about the License Area or other City Property.

25.2. Licensee's Environmental Indemnity

If Licensee breaches any of its obligations contained in this Section, or if any act, omission, or negligence of Licensee or any of its Agents or Invitees results in any contamination of the License Area or other City Property, or in a Release of Hazardous Material from, on, about, in or beneath any part of the License Area or other City Property, or the violation of any Environmental Law, then Licensee, on behalf of itself and its successors and assigns, shall indemnify, defend and hold harmless the City, including its Agents, and their respective successors and assigns from and against any and all Claims (including damages for decrease in value of the License Area or other

City Property, the loss or restriction of the use of usable space in the License Area or other City Property and sums paid in settlement of Claims, attorneys' fees, consultants' fees, and experts' fees and related costs) arising during or after the Term of this Master License relating to such Release or violation of Environmental Laws; provided, however, Licensee shall not be liable for any Claims to the extent such Release was caused by the gross negligence or willful misconduct of the City or its Agents. Licensee's Indemnification obligation includes costs incurred in connection with any activities required to Investigate and Remediate any Hazardous Material brought onto the License Area or other City Property by Licensee or any of its Agents or Invitees and to restore the License Area or other City Property to its condition prior to Licensee's introduction of such Hazardous Material or to correct any violation of Environmental Laws. Licensee specifically acknowledges and agrees that it has an immediate and independent obligation to defend the City and the other Indemnified Parties from any Claim that actually or potentially falls within this Indemnity provision even if the allegations supporting the Claim are or may be groundless, fraudulent, or false, which obligation arises at the time such Claim is tendered to Licensee by the Indemnified Party and continues until the Claim is finally resolved. Without limiting the foregoing, if Licensee or any of its Agents or Invitees causes the Release of any Hazardous Material on, about, in, or beneath the License Area or other City Property, then in any such event Licensee shall, immediately, at no expense to any Indemnified Party, take any and all necessary actions to return the License Area or other City Property, as applicable, to the condition existing prior to the Release of any such Hazardous Materials on the License Area or other City Property or otherwise abate the Release in accordance with all Environmental Laws, except to the extent such Release was caused by the gross negligence or willful misconduct of the City or its Agents. Licensee shall afford the City a full opportunity to participate in any discussions with Regulatory Agencies regarding any settlement agreement, cleanup or abatement agreement, consent decree or other compromise or proceeding involving Hazardous Material.

26. TERMINATION

26.1. Termination for Failure to Obtain Regulatory Approvals

In the event that Licensee cannot obtain all Regulatory Approvals required for any Pole License after six months from the subject Pole License effective date, then either the City or Licensee may terminate that Pole License on 60 days' notice to the other party delivered within 10 days after said six-month period elapses. The parties agree that the Commencement Date will be deemed to have not occurred for any Pole License terminated under this section, and Licensee will have no obligation to pay the applicable License Fee for that Pole License.

26.2. Licensee's Termination Rights

26.2.1. Master License Termination Rights

Licensee may, in Licensee's sole discretion, terminate this Master License on five (5) year's written notice to the City at any time after the Effective Date. Termination of this Master License in whole will terminate all Pole Licenses issued under it automatically.

26.2.2. Pole License Termination Rights

Licensee may, in Licensee's sole discretion, terminate any Pole License on 90 days' written notice to the City at any time after 12 months from the subject Pole License Commencement Date so long as Licensee is not in default with respect to the subject Pole License.

26.2.3. Termination Rights after Pole Replacement

In the event that the City exercises its absolute right to replace any Pole, the City shall make a reasonable effort to provide Licensee with at least 60 days' notice. The City's failure to provide at least 60 days' notice prior to any Pole replacement shall not affect the City's rights under this Master License. Within 90 days after Licensee receives notice from the City, Licensee may elect to either (1) install Licensee's Equipment on the replacement Pole at Licensee's sole cost and expense or (2) terminate the applicable Pole License as to the replacement Pole.

26.3. City's Absolute Right to Terminate Pole Licenses

The City has the absolute right to terminate any or all Pole Licenses on 30 days' written notice to Licensee when the City determines, in the City's sole discretion, that Licensee's continued use of the License Area materially and adversely affects or threatens public health and safety, constitutes a nuisance, materially interferes with the City's municipal functions or requires the City to maintain a Pole no longer necessary for the City's purposes.

26.4. Licensee's Rights after Termination

In the event that the City terminates any Pole License for reasons unrelated to Licensee's failure to perform its obligations under this Master License, the City shall refund any pre-paid Licensee Fee on a pro-rata basis, and Licensee shall not have any further liability for the License Fee. In addition, the City shall prioritize Licensee's Pole License Application for any Pole License to replace the terminated Pole License; provided, however, that (1) the City shall prioritize only as many Pole License Applications as Pole Licenses terminated by the City and (2) the City's prioritization will not affect Licensee's obligations under this Master License.

27. INTERFERENCE

27.1. Licensee's Obligation Not to Cause Interference

Licensee will not operate or maintain its Equipment in a manner that interferes with or impairs other communication (radio, telephone and other transmission or reception) or computer equipment lawfully used by any person, including the City or any of its Agents. Such interference will be an event of default under this Master License by Licensee, and upon notice from the City, Licensee shall be responsible for eliminating such interference promptly and at no cost to the City. Licensee will be required to use its best efforts to remedy and cure such interference with, or impairment of, City operations. If Licensee does not cure the default promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the City will have the right to bring an action against Licensee to enjoin such interference or to terminate all Pole Licenses where the Equipment is causing interference or impairment, at the City's election. Notwithstanding any other provision of this Master License, City agrees that City will use reasonable efforts to allow City Invitees to install only such equipment that is of the type and frequency which will not cause interference to the Equipment actually installed by Licensee. This limitation does not apply to equipment installed by the City for the City's use in carrying out its municipal functions. In the event that Licensee discovers any such interference caused by a City Invitee, the City shall reasonably cooperate with Licensee to identify the source and mitigate the interference; provided, however, that the City's cooperation shall not obligate the City to change, alter or power off any City-owned or controlled equipment used for public health and safety or other municipal functions. The parties acknowledge that the Licensee possesses technical expertise that puts Licensee in the best position to identify and mitigate interference sources, and Licensee shall be primarily responsible for identification and mitigation work.

27.2. Impairment Caused by Change in City Use

Subject to City's obligations under Section 27.1 of this Master License, if any change in the nature of the City's use of the License Area during the Term results in measurable material adverse impairment to Licensee's normal operation of its Equipment making it necessary to alter the Equipment to mitigate the adverse effect, Licensee shall notify the City and provide evidence of the claimed impairment. Upon receipt of such notice, the City will have the right to make its own reasonable determination and, if it agrees with Licensee, investigate whether it can reasonably and economically mitigate that interference. The City will provide notice to Licensee of the City's determination within 15 days of receiving Licensee's notice hereunder.

If the City determines in its sole discretion that mitigation is feasible and can be achieved for a reasonable cost in the City's reasonable judgment, the City's notice will specify when the City will mitigate the adverse effect. The City's mitigation will effect a cure, and the City will not be liable to Licensee in any other way or be required to take any other measures with respect to the Equipment.

If the City determines in its sole discretion that mitigation is not feasible or cannot be achieved for a reasonable cost in the City's reasonable judgment, Licensee may elect either to: (1) terminate the Pole License as to the affected City Pole and receive a

ratable reduction in the License Fee; or (2) take steps itself at its own cost to mitigate the adverse effect and continue to operate the Equipment on the City Pole, and receive from the City a waiver of the License Fee for the first six months of the following License Year under the affected Pole License to offset the cost of mitigation.

Licensee agrees that the City's temporary and partial abatement or waiver of the License Fee under this Section 27.2 will be the only compensation due to Licensee for costs incurred or otherwise arising from the adverse effect as liquidated damages fully compensating Licensee for all Claims that may arise or be related to the adverse effects. Under no circumstances may the City be required to alter its operations at the identified City Pole or provide a replacement City Pole to Licensee.

27.3. Impairment Caused by City Access

Licensee agrees that it will not be entitled to any abatement of License Fees if the City exercises its rights of access under Section 8.1 (City Access to License Area) unless the City's activities cause Licensee to be unable to operate Equipment on the License Area for its permitted use for a period of more than 10 days, in which case, subject to proof, License Fees will be abated ratably for the entire period that Licensee is unable to operate any Equipment on any affected City Pole.

28. MISCELLANEOUS PROVISIONS

28.1. Notices

Except as may be specifically provided otherwise in this Master License, all notices, demands or other correspondence required to be given under this Master License must be written and delivered through (1) an established national courier service that maintains delivery records and confirmations; (2) hand delivery; or (3) certified or registered U.S. Mail with prepaid postage and return receipt requested, and addressed as follows:

TO CITY:

Telephone: **[insert]**

Facsimile: **[insert]**

Email: **[insert]**

with a copy to:

Telephone: **[insert]**

Facsimile: **[insert]**

Email: **[insert]**

TO LICENSEE:

Telephone: [insert]

Facsimile: [insert]

Email: [insert]

with a copy to:

Telephone: [insert]

Facsimile: [insert]

Email: [insert]

All notices under this Master License will be deemed to have been delivered: (i) five days after deposit if delivered by first class mail; (ii) two days after deposit if delivered by certified mail; (iii) the date delivery is made by personal delivery or overnight delivery; or (iv) the date an attempt to make delivery fails because a party has failed to provide notice of a change of address or refuses to accept delivery. Telephone, facsimile and email information are provided for convenience and for couriers who may require such information, and any notice given solely through electronic means will not be deemed to be effective notice. Any copies required to be given constitute an administrative step and not actual notice. The parties may change the notice addresses above from time-to-time through written notice to the addresses above or the then-current notice address.

28.2. Waiver; No Implied Waivers

No failure by either party to insist upon the strict performance of any obligation of the other under this Master License or to exercise any right, power or remedy arising out of a breach thereof, irrespective of the length of time for which such failure continues, will constitute a waiver of such breach. No acceptance by the City or any its Agent of full or partial payment of License Fees or Additional Fees during the continuance of any such breach will constitute a waiver of such breach or of the City's right to demand material compliance with such term, covenant or condition, or operate as a waiver of any requirement of this Master License. No express waiver by either party of any default or the performance of any provision hereof will affect any other default or performance, or cover any other period of time, other than the default, performance or period of time specified in such express waiver. One or more waivers of a default or the performance of any provision hereof by either party will not be deemed to be a waiver of a subsequent default or performance. The City's consent given in any instance under the terms of this Master License will not relieve Licensee of any obligation to secure the City's consent in any other or future instance under the terms of this Master License.

28.3. Amendments

No part of this Master License (including all Pole Licenses) may be changed, waived, discharged or terminated orally, nor may any breach thereof be waived, altered or modified, except by a written instrument signed by both parties.

28.4. Interpretation

The following rules of interpretation apply to this Master License.

28.4.1. General

Whenever required by the context, the singular includes the plural and vice versa; the masculine gender includes the feminine or neuter genders and vice versa; and defined terms encompass all correlating forms of the terms (e.g., the definition of “indemnify” applies to “indemnity,” “indemnification,” etc.).

28.4.2. Multi-party License

In the event that the City provides consent, which the City may withhold for any or no reason, to enter into this Master License with more than one Licensee, the obligations and liabilities under this Master License imposed on Licensee will be joint and several among them.

28.4.3. Captions

The captions preceding the sections of this Master License and in the table of contents have been inserted for convenience of reference and such captions in no way define or limit the scope or intent of any provision of this Master License.

28.4.4. City Actions

All approvals, consents or other determinations permitted or required by the City under this Master License will be made by or through the Public Works Director/City Engineer or his or her designee, unless otherwise provided in this Master License or by the City Charter, Municipal Code or any City ordinance.

28.4.5. Words of Inclusion

The use of the term “including,” “such as,” or words of similar import when following any general or specific term, statement or matter may not be construed to limit the term, statement or matter to the stated terms, statements or matters, whether or not language of non-limitation, such as “including, but not limited to” and “including without limitation” are used. Rather, the stated term, statement or matter will be interpreted to refer to all other items or matters that could reasonably fall within the broadest scope of the term, statement or matter.

28.4.6. Laws

References to all “Laws,” including specific statutes, relating to the rights and obligations of either party mean the Laws in effect on the Effective Date and as they are amended, replaced, supplemented, clarified, corrected or superseded at any time while any obligations under this Master License or any Pole License are outstanding, whether or not foreseen or contemplated by the parties.

28.5. Successors and Assigns

The terms, covenants and conditions contained in this Master License bind and inure to the benefit of the City and Licensee and, except as otherwise provided herein, their successors and assigns.

28.6. Brokers

Neither party has had any contact or dealings regarding the license of the License Area, or any communication in connection therewith, through any licensed real estate broker or other person who could claim a right to a commission or finder’s fee in connection with the license contemplated herein (“**Broker**”), whose commission, if any is due, is to be paid pursuant to a separate written agreement between such Broker and the party through which such Broker contracted. In the event that any Broker perfects a claim for a commission or finder’s fee based upon any such contact, dealings or communication, Licensee shall indemnify the City from all Claims brought by the Broker. This Section will survive expiration or earlier termination of this Master License.

28.7. Severability

If any provision of this Master License or the application thereof to any person, entity or circumstance is invalid or unenforceable, the remainder of this Master License, or the application of such provision to persons, entities or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each provision of this Master License will be valid and be enforced to the full extent permitted by Law, except to the extent that enforcement of this Master License without the invalidated provision would be unreasonable or inequitable under all the circumstances or would frustrate a fundamental purpose of this Master License.

28.8. Governing Law; Venue

This Master License must be construed and enforced in accordance with the laws of the State of California and the City Charter, without regard to the principles of conflicts of law. This Master License is made, entered and will be performed in the City of Lakewood, County of Los Angeles, State of California. Any action concerning this Master License must be brought and heard in Superior Court for the County of Los Angeles.

28.9. Time for Performance

Provisions in this Master License relating to number of days mean calendar days, unless otherwise specified. "Business day" means a day other than a Saturday, Sunday or a bank or City holiday. If the last day of any period to give notice, reply to a notice, or to undertake any other action occurs on a day that is not a business day, then the last day for undertaking the action or giving or replying to the notice will be the next succeeding business day. Time is of the essence with respect to all provisions of this Master License in which a definite time for performance is specified.

28.10. Survival

Expiration or earlier termination of this Master License will not affect the right of either party to enforce any and all Indemnities and representations and warranties given or made to the other party under this Master License, or any provision of this Master License that expressly survives termination.

28.11. Recording

Licensee acknowledges and agrees that Licensee shall not have the right to record this Master License, any Pole License or any memorandum or short form of any of them in the Official Records of the County of Los Angeles.

28.12. Counterparts

This Master License may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together will be one and the same instrument.

28.13. Approval Authority

Each person signing this Master License and any Pole License on behalf of the City and Licensee, respectively, warrants and represents that: (i) he or she has the full right, power and capacity to act on behalf of the City and Licensee, respectively, and has the authority to bind the City and Licensee, respectively, to the performance of its obligations under those agreements without the subsequent approval or consent of any other person or entity; (ii) each of the City and Licensee, respectively, is a duly authorized and existing entity; (iii) Licensee is qualified to do business in California; and (iv) each of the City and Licensee, respectively, has full right and authority to enter into this Master License and Pole Licenses. Upon the City's request, Licensee shall provide the City with evidence reasonably satisfactory to the City confirming the representations and warranties above.

28.14. No Third-Party Beneficiaries

Neither this Master License nor any Pole License is intended to (and shall not be construed to) give any third party, which includes without limitation Licensee's customers or any other third-party beneficiaries, any right, title or interest in this Master License, any Pole License or the real or personal property(ies) that may be affected by the same.

[END OF MASTER LICENSE – SIGNATURES APPEAR ON NEXT PAGE]

The City and Licensee executed this Master License as of the date last written below:

THE CITY:

City of Lakewood,
a California municipal corporation

By: _____

Its: City Manager

Date: _____

LICENSEE:

[insert licensee name],
a [insert licensee's corporate form]

By: _____

Its: _____

Date: _____

APPROVED AS TO FORM:

By: _____
[name]
City Attorney

Date: _____

**APPROVED BY CITY COUNCIL
RESOLUTION No. [insert]**

ATTEST:

By: _____
[name]
City Clerk

Date: _____

[END OF SIGNATURE – EXHIBITS AND SCHEDULES APPEAR ON NEXT PAGE]

EXHIBIT A

FORM OF POLE LICENSE AGREEMENT

POLE LICENSE NO. [INSERT NUMBER IN CONSECUTIVE ORDER]

Pursuant to that certain Master License between the City of Lakewood, a California chartered municipal corporation (the “City”) and [insert licensee’s corporate form], a [insert licensee’s corporate form] (“Licensee”), Licensee submits to the City two partially executed counterparts of this Pole License, together with all the following materials listed below, as its Pole License Application in accordance with Section 6 under the Master License:

1. Exhibit A-1, which designates all Pole Locations that Licensee seeks to be included in the License Area under this Pole License;
2. Exhibit A-2, which includes complete, detailed and final plans and specifications for all Licensee’s Equipment to be installed in the License Area, subject to Regulatory Approvals;
3. a Pole License Processing Fee equal to \$500.00;
4. an RF Compliance Report, if not previously provided;

Licensee acknowledges that: (1) this Pole License will not be effective until the City returns a fully executed copy to Licensee; (2) the City may require Licensee to supplement the Administrative Fee on conditions specified in Section 4.3 under the Master License; (3) Licensee will not have the right to access or install Equipment on the License Area until after Licensee has: (a) submitted a complete Acknowledgment Letter to the City with all information and funds required, which includes the applicable License Fee specified in Schedule A-4; (b) submitted insurance information to the City as specified in Exhibit A-3; and (c) the City has provided notice to proceed by returning to Licensee a countersigned copy of the Acknowledgment Letter.

This Pole License is executed and effective on the last date written below and, upon full execution will be the City’s authorization for the City to begin its review of the Pole Locations and plans and specifications proposed in this Pole License application.

THE CITY:

City of Lakewood,
a California municipal corporation

By: _____

Its: _____

LICENSEE:

[insert licensee name],
a [insert licensee’s corporate form]

By: _____

Its: _____

Date: _____

Date: _____

EXHIBIT A-1

POLE LOCATIONS / LICENSE AREA

Pole License No.

[Licensee to list all proposed Pole Locations requested in this Pole License Application]

EXHIBIT A-2

LICENSEE'S PLANS AND SPECIFICATIONS

Pole License No. 

[Licensee to attach all plans and specifications for all Equipment proposed to be installed at all proposed Pole Locations]

EXHIBIT A-3

FORM OF ACKNOWLEDGEMENT LETTER

[Licensee to complete and submit with Pole License Application]

[insert date]

[insert addressee information]

RE: Pole License No. [redacted]

Dear City Manager:

This letter will confirm the following: (1) that Licensee has obtained all the Regulatory Approvals required for the Permitted Use under this Pole License, copies of which are attached to this letter, as specified below; and (2) the Commencement Date of this Pole License is [insert date], which is the first day of the month after Licensee obtained all Regulatory Approvals.

This letter also confirms that Licensee has submitted all required insurance information to the City. A check for the full License Fee for the first License Year of this Pole License is attached. If this is Licensee's first Acknowledgment Letter under the Master License, the required Surety Bond is also attached.

Please acknowledge the City's receipt of this letter and the items listed below, and issue the City's approval for Licensee to begin installation of Equipment on the License Area by signing and returning a copy of this letter.

Sincerely,

[insert name]

[insert title]

Enc.

[] [insert all Regulatory Approvals issued by the City]

[] Insurance certificates

[] Contractor's bonds and insurance certificates

[] Surety Bond

[] First License Year's License Fee

SCHEDULE A-4

LICENSE FEE AND DEFAULT FEE SCHEDULE

Pole License No.

LICENSE FEE SCHEDULE			
annual License Fee per licensed Pole	1 Carrier	2 Carriers	3 Carriers
2017	\$[insert amount]	\$[insert amount]	\$[insert amount]
2018	\$[insert amount]	\$[insert amount]	\$[insert amount]
2019	\$[insert amount]	\$[insert amount]	\$[insert amount]
2020	\$[insert amount]	\$[insert amount]	\$[insert amount]
2021	\$[insert amount]	\$[insert amount]	\$[insert amount]
2022	\$[insert amount]	\$[insert amount]	\$[insert amount]
2023	\$[insert amount]	\$[insert amount]	\$[insert amount]
2024	\$[insert amount]	\$[insert amount]	\$[insert amount]
2025	\$[insert amount]	\$[insert amount]	\$[insert amount]
2026	\$[insert amount]	\$[insert amount]	\$[insert amount]
2027	\$[insert amount]	\$[insert amount]	\$[insert amount]

DEFAULT FEE SCHEDULE		
VIOLATION	INITIAL NOTICE	EACH FOLLOW-UP NOTICE
unauthorized installations	\$350	\$400
failure to make required repairs	\$300	\$350
access violations	\$300	\$350
insurance violations	\$300	\$350

EXHIBIT B

PRE-APPROVED DESIGNS ON EXISTING POLES

[City and Licensee to negotiate and agree on Pre-Approved Designs and include detailed equipment specifications and drawings in this Exhibit B]

EXHIBIT C

PRE-APPROVED DESIGNS ON REPLACEMENT POLES

[City and Licensee to negotiate and agree on Pre-Approved Designs and include detailed equipment specifications and drawings in this Exhibit B]

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

COUNCIL AGENDA

October 10, 2017

TO: The Honorable Mayor and City Council

SUBJECT: Support of Taking Back Our Community Coalition

INTRODUCTION

Assembly Bill 109, Proposition 47, and Proposition 57 have reshaped the approach to public safety issues in the State of California. While the measures have certainly resulted in the desired outcome sought by California's criminal justice system, the cumulative effect of these legislative actions have also had significant adverse effects resulting in public safety challenges. Most notably, municipalities across California are reporting increases in property and violent crime that law enforcement believe is related to the legislative changes that have been enacted over the past several years.

STATEMENT OF FACTS

At the October 25, 2016 meeting, the City Council adopted and approved Resolution No. 2016-65, which declared support for accountability in criminal prosecution and sentencing in California. The main tenets of that resolution were included in the City of Whittier's efforts to bring forth a resolution asking the League of California Cities to initiate and facilitate further discussion between the Governor, the State Legislature, and other key public safety stakeholders regarding the recent legislative changes that have been made to California's criminal justice system. That resolution, which includes Lakewood's concurrence, was approved by the League General Assembly at their annual conference in September.

The city manager was approached by the City of Monrovia regarding the Taking Back Our Community Coalition. Taking Back Our Community is a new coalition of California cities and agencies (21 as of this writing – list attached) advocating for the State to engage in further discussions to identify solutions for addressing the unintended consequences of changes made to California's criminal justice system through the enactment of Assembly Bill 109, Proposition 47, and Proposition 57. The Coalition is led by the Cities of Arcadia, Glendora, and Monrovia, with Monrovia acting as the lead administrative agency.

The formation of the Taking Back Our Community Coalition represents positive steps to mitigate the emerging public safety issues related to changes to California's overall criminal justice system. The Coalition is quickly growing to include many cities in our region looking to be part of a positive solution. All members of the Coalition pay a fee of \$1,500 per year and funds are available in this year's budget. The funds raised will be used to coordinate the development of an overall public education and outreach campaign. Lead Coalition members are still determining the appropriate structure on how to effectively coordinate with other Coalition members and in managing the budget.

If approved, the City Council Public Safety Committee will be involved in the process by reviewing the issues and solutions that emerge from this Coalition, specifically how it applies to public safety in Lakewood and the following Coalition objectives:

- To raise public awareness of why crime is increasing in our State
- To provide a consistent message surrounding the facts and impacts of Assembly Bill 109, Proposition 47, and Proposition 57
- To advocate for State legislative changes to improve law enforcement's ability to respond to crime

The benefits of becoming a Coalition member include:

- Official Taking Back Our Community branding will include the City's logo
- Infographic video summarizing the issue along with impactful video stories told by community members impacted by crime increasing
- In-depth legislative tracking and analysis related to proposed State legislation
- Access to customizable outreach material to share with community members, including:
 - Informational Brochure
 - Comprehensive Fact Sheet on AB 109, Prop 47, and Prop 57
 - Sample Letter to State Lawmakers
- Opportunity to regularly meet with regional members and guest speakers to further the Coalition's objectives

RECOMMENDATION

That the City Council approve the agreement with the City of Monrovia and adopt the resolution to join the Taking Back Our Community Coalition.

Carol Flynn Jacoby
Assistant City Manager



Thaddeus McCormack
City Manager



Taking Back Our Community Coalition Members

Alhambra
Arcadia
Claremont
Covina
Duarte
Glendora
Irwindale
La Canada Flintridge
La Verne
Monrovia
Monterey Park
Pasadena
Pomona
San Marino
Sierra Madre
Temple City
West Covina
Whittier
San Gabriel Valley Council of Governments
California Police Chiefs
Association of Deputy District Attorneys

RESOLUTION NO. 2017-56

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD TO JOIN THE TAKING BACK OUR COMMUNITY COALITION FOR THE PURPOSE OF ESTABLISHING A UNIFIED MESSAGE TO ADVOCATE FOR COMMON SENSE CHANGES TO CALIFORNIA'S CRIMINAL JUSTICE SYSTEM THAT ADDRESS THE PUBLIC SAFETY IMPACTS RESULTING FROM ASSEMBLY BILL 109, PROPOSITION 47, AND PROPOSITION 57

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

WHEREAS, Coalition members agree that recent State legislative changes – namely Assembly Bill 109, Proposition 47, and Proposition 57 – made some changes to California's criminal justice system that were needed and necessary; and

WHEREAS, Assembly Bill 109, Proposition 47, and Proposition 57, have had negative public safety impacts that have affected cities, counties, and other public safety organizations throughout California; and

WHEREAS, through a collaborative effort, the Coalition seeks to advocate for common sense legislative solutions that will enhance the criminal justice system in California more equitably.

NOW, THEREFORE, the Taking Back Our Community Coalition Members agree as follows:

1. The City of Monrovia shall act as the lead agency with respect to the administration of the Coalition, and shall act as treasurer for the Coalition, responsible for the collection of fees from Coalition members and the payment of costs incurred on behalf of the Coalition; and
2. In order to achieve the objectives of the Coalition, each Member agrees to pay one thousand five hundred dollars (\$1,500.00) on an annual basis to the lead agency as long as the Member wishes to remain in the Coalition.
3. Each Member shall designate one or more representatives to be an active participant in Coalition meetings, and facilitate the exchange and dissemination of information to further the Coalition's objectives.

IN WITNESS THEREOF, the City of Lakewood does hereby join the Taking Back Our Community Coalition as of October 10, 2017, as authorized by the signer below.

ADOPTED AND APPROVED THIS 10TH DAY OF OCTOBER, 2017.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

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

Housing Successor

**CITY OF LAKEWOOD SUCCESSOR AGENCY - HOUSING
FUND SUMMARY 9/21/2017**

In accordance with section 2521 of the Lakewood Municipal Code there is presented herewith a summary of obligations to be paid by voucher 317 through 317. Each of the following demands has been audited by the Director of Administrative Services and approved by the City Manager.

3901	HOUSING SUCCESSOR AGENCY	31.00
		<hr/>
		31.00

Council Approval

Date

City Manager

Attest

City Clerk

Director of Administrative Services

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

<u>CHECK #</u>	<u>CHECK DATE</u>	<u>VEND #</u>	<u>VENDOR NAME</u>	<u>GROSS</u>	<u>DISC.</u>	<u>CHECK AMOUNT</u>
317	09/21/2017	40572	CHICAGO TITLE CO	31.00	0.00	31.00
Totals:				<u>31.00</u>	<u>0.00</u>	<u>31.00</u>

**CITY OF LAKEWOOD SUCCESSOR AGENCY - HOUSING
FUND SUMMARY 9/28/2017**

In accordance with section 2521 of the Lakewood Municipal Code there is presented herewith a summary of obligations to be paid by voucher 318 through 319. Each of the following demands has been audited by the Director of Administrative Services and approved by the City Manager.

3901	HOUSING SUCCESSOR AGENCY	36,000.00
		<hr/>
		36,000.00

Council Approval

Date

City Manager

Attest

City Clerk

Director of Administrative Services

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

<u>CHECK #</u>	<u>CHECK DATE</u>	<u>VEND #</u>	<u>VENDOR NAME</u>	<u>GROSS</u>	<u>DISC.</u>	<u>CHECK AMOUNT</u>
318	09/28/2017	5075	ANTUNEZ, SILVIA & MENDOZA, ALFONSO AND	18,000.00	0.00	18,000.00
319	09/28/2017	5076	VALVERDE, PEDRO AND	18,000.00	0.00	18,000.00
Totals:				<u>36,000.00</u>	<u>0.00</u>	<u>36,000.00</u>