

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

July 23, 2019

**ADJOURNED MEETING:
CLOSED SESSION**

6:00 p.m.

EXECUTIVE BOARD ROOM

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Pursuant to Government Code §54956.9(b)

One Potential Case: Central Basin Municipal Water District Retail Meter Charge

CONFERENCE WITH LABOR NEGOTIATORS – Pursuant to Government Code §54957.6

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

Employee Organization: Lakewood City Employees' Association

PAN AMERICAN ROOM

CALL TO ORDER

7:30 p.m.

INVOCATION: Dr. Bill Cox, Victory Through Jesus Church

PLEDGE OF ALLEGIANCE: Scout Troop 134

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

ANNOUNCEMENTS AND PRESENTATIONS:

Presentation by Captain David Sprengel, Lakewood Sheriff's Station, Regarding Quarterly Public Safety Report

ROUTINE ITEMS:

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

RI-1 MEETING MINUTES - Staff recommends City Council approve Minutes of the Meetings held April 9, June 10, and July 9, 2019

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

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

City Council Agenda

July 23, 2019

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ROUTINE ITEMS: - Continued

- RI-4 CITY COUNCIL COMMITTEES' ACTIVITIES - Staff recommends City Council approve report of City Council Committees' activities.
- RI-5 MONTHLY REPORT OF INVESTMENT TRANSACTIONS - JUNE 2019 - Staff recommends City Council approve monthly report of investment transactions.
- RI-6 QUARTERLY SCHEDULE OF INVESTMENTS - JUNE 30, 2019 - Staff recommends City Council receive and file report.
- RI-7 PURCHASE REPLACEMENT VERMEER CHIPPER FOR PUBLIC WORKS – Staff recommends City Council approve purchase of a 2019 Vermeer BC1000XL chipper at the proposed contract price of \$43,783.79 from RDO Equipment Co. of Rancho Dominguez, CA.
- RI-8 RESOLUTION NO. 2019-27; APPOINTING A MEMBER AND ALTERNATES TO THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY GOVERNING BOARD - Staff recommends City Council adopt the proposed resolution.
- RI-9 NOTICE OF COMPLETION FOR PUBLIC WORKS CONTRACT 2019-4, CARPET REPLACEMENT IMPROVEMENTS TO THE EXISTING BUILDING BURNS CENTER - Staff recommends City Council accept work performed by Stuart A. Wait in final contract amount of \$14,929.50 and authorize City Clerk to file Notice of Completion for contract.

REPORTS:

- 3.1 RESOLUTION NO. 2019-28; APPROVING A POLE LICENSE AGREEMENT FORM AND AUTHORIZING THE CITY MANAGER TO EXECUTE POLE LICENSE AGREEMENTS FOR THE INSTALLATION OF SMALL CELL WIRELESS FACILITIES IN THE PUBLIC RIGHTS-OF-WAY - Staff recommends City Council adopt the proposed resolution.

ORAL COMMUNICATIONS:

ADJOURNMENT

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

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



Minutes

Lakewood City Council

Adjourned Regular Meeting held April 9, 2019

MEETING WAS CALLED TO ORDER at 6:01 p.m. by Mayor Rogers in the Executive Board Room at the Civic Center, 5000 Clark Avenue, Lakewood, California.

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

CONSIDERATION OF FRONT YARD PAVING, PARKING AND LANDSCAPING

Thaddeus McCormack, City Manager, explained that with regard to front yard paving, parking and landscaping, there had been a slight increase in the number of complaints and citations for augmented driveways, lawns and hardscape for auxiliary parking of vehicles. He stated that staff was seeking direction on the issue in the form of continued code enforcement and possible development of an ordinance to amend the code.

Abel Avalos, Director of Community Development, displayed slides and made a presentation based on the report in the agenda citing various examples of front yards being paved; residents parking on additional paving and/or front lawns; parking warnings/citations being issued; and lack of minimum landscaping standards. He stated that of the over 22,000 single family residences, approximately 1,000 of them had added front yard paving. He further explained that no permits or reviews were required for paving.

Responding to Council Member Piazza's inquiry, Mr. Avalos stated that of the 598 issued, there were approximately 130 repeat citations.

Jose Gomez, Director of Finance and Administrative Services, responded to Vice Mayor Wood's questions by stating that vehicles were allowed to park on the lawn on street sweeping days provided such vehicles did not block the sidewalk and that on non-sweeper days, citations issued were usually complaint driven.

Council Member DuBois observed that the issue of the absence of regulations pertaining to landscape standards would need to be addressed.

Mr. McCormack confirmed for Mayor Rogers that calls received were from those objecting to having been warned or cited as opposed to ones reporting people parking in their front yards. The Mayor cautioned against a more permissive approach noting that there would be residents who would be opposed to front yards inadvertently becoming parking lots.

FRONT YARD PAVING, PARKING AND LANDSCAPING - Continued

Responding to concerns from Council Member Croft and Vice Mayor Wood regarding the issuance of warnings and citations, Steve Skolnik, for the City Attorney, explained that the people paving over the front yards had done nothing illegal until they parked their vehicles there. He further stated that if the code were amended to require a minimum portion of the front yard not be paved over, it was not the intent to require removal of existing pavement.

Mr. Avalos indicated that if concrete flatwork were installed, no permit or review was required. He identified policy alternatives such as continuing with no standards or establishing a minimum standard for front yard landscaping; continuing to enforce current regulations; discussion allowing some additional parking in the front yard; or establishing standards for maximum front yard paving. He stated staff recommended that the City Council discuss options for regulations regarding front yard paving, parking and landscaping and establish some preferred policy directions; direct staff to prepare an ordinance in accordance with those policy directions to the Planning and Environmental Commission for review; the Planning and Environment Commission would conduct a hearing on the ordinance, and would provide a recommendation to the City Council regarding the proposed ordinance.

In response to Council Member Croft's questions pertaining to water rebate requirements, Mr. McCormack stated turf removal necessitated replacement with permeable surfaces.

Council Member Piazza noted a reluctance to place too many requirements on residents but commented on the stringent landscaping requirements placed on businesses. He expressed concerns with the configuration showing the entire area paved over thereby allowing multiple cars to park in front of the house.

Vice Mayor Wood concurred noting the frustration with unenforceable regulations. He inquired whether a driveway could be extended with curb cuts. Lisa Rapp, Director of Public Works, responded that driveway modifications would not be permitted.

Mr. McCormack reiterated the importance of having guidelines and regulations relative to either minimum landscaping standards or some guidelines of what constitutes landscaping.

Mr. Avalos outlined the challenges related to paving and parking, which included allowing augmentation of the driveway with additional concrete; allowing parking of vehicles in such spaces; and enforcement.

Responding to Vice Mayor Wood's question pertaining to paving lawns for purposes other than parking, Mr. Avalos cited instances of decorative paving with stamped concrete or ornamental brick, however, the majority of the modifications were done out of necessity or the perceived necessity to park their cars there.

Mr. McCormack added that some were used as walkways but in some instances even the walkways were utilized as a parking site.

Council Member DuBois concurred that direction on guidelines for increased parking opportunities be provided.

FRONT YARD PAVING, PARKING AND LANDSCAPING - Continued

Council Member Croft expressed concerns with the paved areas becoming storage for other types of vehicles such as motor homes, recreational vehicles (RV) and water crafts. He affirmed the importance of having requirements for permeability and ground coverage in the front yards as well as having front yard definitions and allowable augmentation guidelines. He noted the potential effects of accessory dwelling units, particularly on their impacts to parking in neighborhoods.

Vice Mayor Wood inquired about circular or semi-circle driveway. Mr. Avalos responded that some of the larger properties could allow for such a configuration but that some lots could not accommodate the necessary width of such driveways.

Mayor Rogers stated that regardless of misperceptions pertaining to existing regulations, parking in paved front yard areas was prohibited. He proposed that standards for landscaping in the front yard, the permeability of materials used and a clear delineation of parking areas be specified. He further indicated that should any code modifications be proposed, that they be consistent with existing ordinances related to RV parking.

Mr. Skolnik explained that language in the code did not adequately address all property configurations and cited several examples of possible modifications with specific dimensions, detailed definitions and allowed augmentations and parking prohibitions.

Mayor Rogers suggested additional surveys of other cities' ordinances and best practices be conducted.

Responding to Vice Mayor Wood's questions, Mr. Avalos stated that lots in Cerritos were designed with a twenty-foot driveway apron and that the reason they could have a strict prohibition on street parking was because of the configuration of the properties that allowed for at least two cars in the driveways in addition to allow for some limited overnight parking permits to compensate.

Sonya Radziuk, Parking Control Leadworker, responded to an inquiry from Vice Mayor Wood by stating that the payment for such parking violations would be \$37 for each citation.

Ms. Rapp reported that the new Measure W tax, stormwater fee, would be assessed on every residential parcel, with each property calculated individually, using satellite data, so that every square inch would have a two and a half cent tax applied for impermeable surface.

Mr. Avalos responded to Mayor Rogers' suggestions by stating that language restricting front yard paving along with some guidelines could be brought back for consideration after reviewing other cities' regulations.

In response to inquiries from Vice Mayor Wood regarding preventing someone from paving the front yard after the code change, Mr. Avalos replied that each situation would be considered on a case by case basis. Vice Mayor Wood suggested providing specific language to indicate what would and would not be permitted.

FRONT YARD PAVING, PARKING AND LANDSCAPING - Continued

Assistant Director of Community Development, Patrick McGuckian, clarified for Council Member Piazza that a permit for concrete flatwork was not required by the building code.

Vice Mayor Wood suggested adding a safety provision to protect against vehicles running into residences.

PROPOSED FIREWORKS SHOW 2020

City Manager Thaddeus McCormack explained that due to the budget situation, the Block Party event had been eliminated for 2019. He reported that staff had been tasked with identifying an alternative site in a more downscaled event that included music, food and a fireworks show. He indicated that by this time next year, the fiscal situation would be more apparent, which might then determine whether the event could be brought back.

Valarie Frost, Director of Recreation and Community Services, introduced Nicole Duran, Community Services Manager, who displayed slides and made a presentation based on the report in the agenda. Ms. Duran reported that the Community Promotions Committee had met in March and received a presentation detailing a fireworks show for 2020 at Del Valle Park. She explained that to maintain a fireworks display as showcased at the Block Party, a location needed to be determined to provide a closed 250-foot radius of space to have a safe launch zone for the fireworks and that of the four sites investigated, Del Valle Park was the option recommended as the preferred location because City staff could maintain control over the operations of the event by having access to the facility grounds, storage of equipment, ability to have equipment on site and access to close the Woodruff Avenue service road and adjacent streets to the park. She provided an overview of the site plan, demonstrated a video showing various fireworks display alternatives and discussed seating options, sponsorship opportunities and parking plan. She identified the marketing plan, budget breakdown and staffing needs. She concluded by stating it was recommended that the City Council provide direction regarding the proposal for a fireworks display on June 27, 2020, at Del Valle Park, and to appropriate funds for the operations of the event in the amount of \$43,000.

Council Member Piazza expressed concerns with the potential high number of participants, which were estimated to be double those of concertgoers in attendance during the summer series.

Responding to questions from Council Member DuBois regarding accommodating the expected crowds, Ms. Frost stated that the bleachers would be located on Henrilee Street, which would be closed to traffic and that parking at MacArthur Elementary School would be supervised to prevent tailgating and to discourage picnics on the school campus. She added that the basketball courts would be open and the perimeter area would be available for seating in the grassy areas to allow for fireworks viewing.

Vice Mayor Wood concurred with Council Member Croft's remarks regarding the uncertainty of the City's financial situation being a consideration on moving forward with the event. The Vice Mayor also expressed concerns with holding the event in a residential neighborhood.

PROPOSED FIREWORKS SHOW 2020 - Continued

Mayor Rogers inquired about the reasons behind the fireworks event at Mayfair Park from years earlier having been discontinued. Ms. Frost replied that at the time, it was thought that the event had outgrown its location and that the increased attendance had become challenging.

Mayor Rogers stated his concerns with the proposed event's financial considerations as well as the impacts to the residents in the vicinity of Del Valle Park.

Kevin Bright, Assistant Director of Recreation and Community Services, observed that despite staff's efforts in putting together a noteworthy sponsorship plan, securing community supporters was difficult to predict.

Council Member Croft stated his preference to not move forward with the event for 2020 but if the City's financial position improved would consider it for 2021.

Responding to questions from Vice Mayor Wood and Mayor Rogers regarding locating the event at Lakewood High School, Ms. Frost explained that there would be less control over the street closures of the surrounding area and that there was some uncertainty of the Long Beach Unified School District's allowing usage of the premises because of the impending construction of an all-weather track at the site.

Mr. Bright added that there was a potential for increased personnel costs if Lakewood High School were to be selected as the location of the event.

Mr. McCormack responded to Mayor Rogers's concerns by stating that the narrative to the community could reflect the notion that given the uncertainties of the City's financial situation, the alternatives were not such that the City Council would move forward with a redesigned event and returning to the original configuration of the block party would be considered for future years.

In response to Mayor Rogers' question about timing considerations, Ms. Frost stated that six to seven months would allow for planning and to secure the date with the pyrotechnic company for the fireworks show. Mayor Rogers suggested that consideration could be brought back to the City Council once the report from the public outreach consultant had provided some polling data.

Vice Mayor Wood concurred with Council Member Piazza's assessment that while the initial reaction to the cancellation of this year's block party event had been of disappointment, most of the feedback received since had been responses of understanding the situation.

ORAL COMMUNICATIONS: None

ADJOURNMENT

There being no further business to be brought before the City Council, Mayor Rogers adjourned the meeting at 7:32 p.m.

Respectfully submitted,

Jo Mayberry, CMC
City Clerk



Minutes

Lakewood City Council

Adjourned Regular Meeting held June 10, 2019

MEETING WAS CALLED TO ORDER at 12:10 p.m. by Mayor Rogers in the Executive Board Room at the Civic Center, 5050 Clark Avenue, Lakewood, California.

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

L.A. COUNTY SHERIFF'S DEPARTMENT/COUNCIL LUNCH

Mayor Rogers called the meeting to order and referred back to when the City used to have a tradition of holding City/Deputy Breakfast Meetings and the value of those meetings. He stated that the City has decided to go back to a meeting tradition and noted that Council will be talking about their priorities and would like to discuss how the City and Sheriffs can do more collectively.

Brief introductions were made by all in attendance.

Per Mayor Rogers' request, the following items of importance were shared:

Vice Mayor Jeff Wood

- Safety at Lakewood Center Mall
- Panhandlers at stores on Woodruff (Sprouts and Harbor Freight)
- Shopping carts
- Traffic (speeding)
- Increasing Volunteers on Patrol (VOP) recruitment
- Eastern Lakewood residents feeling neglected
- Reporting Calls for Service to Sheriff's via texting
- Suggested that VOPs visit businesses personally to give them information pointing out that a lot of business owners in the City do not live in the City
- Request that the council be given detailed crime STATS

Captain Sprengel, Sergeant O'Donoghue and Detective Gekas talked about shared issues in Eastern Lakewood (gang, commercial business burglaries) and assured those in attendance that all areas of Lakewood (east, west and otherwise) are being patrolled with equal vigor.

In response to the group's discussion on anonymous calls, Captain Sprengel pointed out that when calls are anonymous there is a lack of legal standing to enforce laws. He indicated that there are some forms of e-mails for service and pointed out that calling into the station for calls for service is the best practice because it is most immediate.

L.A. COUNTY SHERIFF'S DEPARTMENT/COUNCIL LUNCH - Continued

In response to Vice Mayor Wood's suggestion that emergencies be able to be sent via text messaging and an option for non-emergencies, Captain Sprengel indicated that he would look into options for the request. In response to Vice Mayor Wood's desire to increase recruitments of Volunteers on Patrol (VOP), some Sheriff's personnel in attendance shared that they feel that recruitments for Explorers and Volunteers are going well in all 5 cities and that most come through Lakewood.

In response to Vice Mayor Wood's request that the Council be given detailed crime STATS, Mayor Rogers pointed out the detailed reports that are presented by staff to the Public Safety Committee and Council Member Piazza requested that Public Safety staff provide the reports to Council prior to their meetings.

The website crimemapping.com was shared by one of the Sheriff's personnel in attendance as an additional resource tool to see crime in desired areas.

Council Member Diane DuBois

- She is happy with the amount of times she has observed deputies patrolling her neighborhood
- Suggested that the next generation of ASAP cameras be looked at

Council Member Steve Croft

- Homelessness population (asked for suggestions on programs/procedures used in other areas/cities)
- Suggested homeless education through the Chamber and Business Watch

In response to Council Member Croft, Operations Sergeant Finney talked about signs that are currently being used in the city he lives in that ask people to not participate with panhandlers.

Council Member Ron Piazza

- Noted that the homeless situation is complex and ranges from those that have signs (panhandling), to those that have shopping carts and are living out of them but not really bothering anyone, to those that exhibit behavior that is a threat to the community at-large.
- Has seen, as a business owner, that some homeless individuals are menacing to employees at businesses (residents seeing this and questioning whether the community is safe even though it is)

Mayor Todd Rogers

- Big advocate of proactive policing and "Broken Windows Theory"
- Acknowledged the demands of some residents when they call into Lakewood Station
- Lakewood Center Mall (perceptions that the mall isn't safe)
- Suggested the use of the City's survey that was recently completed as a guide to the best ways to get information out to business owners and residents
- Suggested the use of Crime Stoppers and pointed out how it helps identify trouble spots and is a good tool for those that don't want to call the station to report a situation
- New ASAP system and car package details
- Advocate for less lethal weapons
- "Ring" program

L.A. COUNTY SHERIFF'S DEPARTMENT/COUNCIL LUNCH - Continued

All five Council Members and staff expressed their appreciation to the Sheriff's Department for the work they do and stated that proactive policing is very much desired in Lakewood.

Captain Sprengel talked about video surveillance tapes and solving crimes. He also pointed out that a disproportionate amount of deputies' time and effort in the field is dealing with homelessness and mental health, and noted that it's a constant battle.

Deputy Santa Ana talked about the homeless on Carson (near 605) and the applicability of the "Broken Window Theory." He talked about homeless on private property and the resultant problems. He also noted that the homeless population is somewhat changing, with a growing number now living in cars. He emphasized the need to enforce existing regulations on when cars can park on streets, and expressed his concern that if limits are not enforced, that there is a likelihood that people from other cities will also use Lakewood streets to park overnight. He continued by expressing the importance of educating business owners, churches and the public about how to work with those that are homeless and suggested that CityTV produce an educational segment on homelessness for all viewers.

In response to Vice Mayor Wood and Council Member Croft, Director of Public Safety Joshua Yordt stated that educating business owners about how to address homeless individuals will be brought up at the upcoming Public Safety Partnership Meeting with the Chamber in July.

In response to the question raised by one of the Sheriff's personnel as to where individuals should go to get parking citations (written by the City's parking control officers) signed off, Mr. Yordt answered that the format for the procedure for sign offs is being updated but that in most cases they will be signed off at City Hall's Parking Control Office and that it would depend on the situation and availability/hours of City Hall.

In response to Deputy Santa Ana's concerns on the strict restrictions on taking someone in for a 5150 hold and the need for medications for some homeless individuals, Council Member Croft pointed out that the City is trying to help pass legislation to assist with the homeless situations and acknowledged that it's not a fast process but assured that it's being worked on.

Sheriff's Deputies and personnel mentioned the following:

- Mobile ASAP readers being a good tool to read license plates to assist in solving many types of crimes
- Use of mobile ASAP readers in Lakewood patrol cars and the package of a reader in a new car and the 5 year commitment for it (it was noted that other cities serviced by Lakewood Station are currently using the package)
- Use of good quality cameras at businesses and how they can help a lot in solving a crime
- City of Bellflower using ATVs to patrol riverbed hot spots
- Suggestion that individuals stop giving food and money to the homeless so they won't continue to loiter
- Businesses being more attractive to burglars because they are more of a reward on the taking and less of a conviction

L.A. COUNTY SHERIFF'S DEPARTMENT/COUNCIL LUNCH - Continued

- Large population of homeless in Western Lakewood in and around railroad
- Victim's lack of following through and cooperation (citizen's arrests) due to busy schedules, fear (possibly gang related) and pointed out the deputies will pick up a victim from home and take them to court and then back home and check on them afterwards

ORAL COMMUNICATIONS: None

ADJOURNMENT

There being no further business to be brought before the City Council, Mayor Rogers adjourned the meeting at 1:38 p.m. to Tuesday, June 11, 2019, at 6:00 p.m. in the Executive Board Room.

Respectfully submitted,

Jo Mayberry, CMC
City Clerk

As recorded by:

Theresa M. Gutierrez
Administrative Secretary



Minutes

Lakewood City Council

Regular Meeting held
July 9, 2019

At 7:30 p.m. on July 9, 2019, in the City Council Chambers at the Civic Center, 5000 Clark Avenue, Lakewood, California, the City Clerk was present.

It was the time and place for a Regular Meeting of the City Council of the City of Lakewood.

The City Clerk immediately declared the Meeting adjourned due to lack of a quorum to Tuesday, July 23, 2019, at 6:00 p.m. in the Executive Board Room.

Respectfully submitted,

Jo Mayberry, CMC
City Clerk

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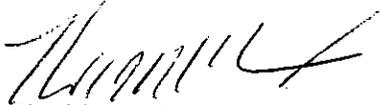
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COUNCIL AGENDA
July 23, 2019

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 None			
C. Separations			
David Fitzjurs	Senior Water Utility Worker	15A	06/27/2019
Lovenel Reveldez	Asst Director of Fin and Admin Svcs	40B	07/11/2019
2. PART-TIME EMPLOYEES			
A. Appointments None			
B. Changes None			
C. Separations			
Myrtha Chavez	Relief Tele Oper/Service Receptionist	B	06/21/2019
Yuvani Hernandez	Maintenance Trainee II	B	06/25/2019
Laura Lopez	Service Request Representative	B	07/01/2019
Bryan Marquez Reynoso	Maintenance Trainee I	B	07/09/2019
Jacquelyn Simmons	Paratransit Specialist II	B	07/11/2019


Thaddeus McCormack
City Manager

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**CITY OF LAKEWOOD
SUMMARY ACH/WIRE REGISTER MAY**

ACH date	Amount	Recipient	Purpose	Period
6/5/19	96,496.17	IRS via F&M	Fed taxes	May 19-Jun 1, 2019
6/5/19	6,634.50	Southland C/U	employee savings account	May 19-Jun 1, 2019
6/5/19	4,888.50	F&A Fed C/U	employee savings account	May 19-Jun 1, 2019
6/5/19	26,231.66	EDD	State taxes	May 19-Jun 1, 2019
6/6/19	3,721.11	MidAmerica	ARS aka APPLE	May 19-Jun 1, 2019
6/6/19	11,512.02	VOYA	VOYA 401(a)	May 19-Jun 1, 2019
6/6/19	3,425.00	PARS via U.S. Bank	excess stackable plan	May 19-Jun 1, 2019
6/6/19	5,431.37	PARS via U.S. Bank	stackable plan	May 19-Jun 1, 2019
6/6/19	22,335.59	VOYA	VOYA 457 & ROTH	May 19-Jun 1, 2019
6/12/19	52.11	HUD	REFUND from FY 17/18 Admin Exp	FY 17/18
6/13/19	87,360.01	CalPERS	PERS contribution	May 19-Jun 1, 2019
6/14/19	76,148.87	MidAmerica	HRA aka CEMRB	Apr-Jun 2019
6/20/19	6,634.50	Southland C/U	employee savings account	Jun 2-15, 2019
6/20/19	4,988.50	F&A Fed C/U	employee savings account	Jun 2-15, 2019
6/20/19	113,498.92	IRS via F&M	Fed taxes	Jun 2-15, 2019
6/21/19	31,963.86	EDD	State taxes	Jun 2-15, 2019
6/21/19	5,197.35	MidAmerica	ARS aka APPLE	Jun 2-15, 2019
6/21/19	74,978.30	VOYA	VOYA 401(a)	Jun 2-15, 2019
6/21/19	8,846.77	PARS via U.S. Bank	stackable plan	Jun 2-15, 2019
6/21/19	22,404.59	VOYA	VOYA 457 & ROTH	Jun 2-15, 2019
6/21/19	59,059.21	City Light & Power	monthly maint fee	Jun 2019
6/21/19	433,690.00	PARS via U.S. Bank	stackable plan (2 quarterly pmt)	Jan-Jun 2019
6/24/19	88,700.96	CalPERS	PERS contribution	Jun 2-15, 2019

Council Approval

Date

City Manager

Attest

City Clerk

Director of Finance & Administrative Services

**CITY OF LAKEWOOD
FUND SUMMARY 6/27/2019**

In accordance with section 2521 of the Lakewood Municipal Code there is presented herewith a summary of obligations to be paid by voucher 93332 through 93428. Each of the following demands has been audited by the Director of Administrative Services and approved by the City Manager.

1010	GENERAL FUND	260,223.77
1020	CABLE TV	1,325.73
1035	CASP CERTIFICATION & TRNG FUND	4.00
1050	COMMUNITY FACILITY	11,024.48
1621	LA CNTY MEASURE R	143.39
3000	AIR QUALITY IMPROVEMENT	8,527.11
3001	CAPITAL IMPROV PROJECT FUND	405.86
3060	PROPOSITION "A"	5,982.52
3070	PROPOSITION "C"	300.63
5010	GRAPHICS AND COPY CENTER	777.86
5020	CENTRAL STORES	5,960.15
5030	FLEET MAINTENANCE	2,598.14
7500	WATER UTILITY FUND	524,568.90
8020	LOCAL REHAB LOAN	100.00
8030	TRUST DEPOSIT	3,073.91
		825,016.45

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
93332	06/27/2019	4842	A T & T CORP	234.79	0.00	234.79
93333	06/27/2019	4113	SHAKER NERMINE	1,750.00	0.00	1,750.00
93334	06/27/2019	5166	ADVANCED GREEN SOLUTIONS LLC	1,606.34	0.00	1,606.34
93335	06/27/2019	3876	ALCANTAR. GILBERT	275.00	0.00	275.00
93336	06/27/2019	1700	ALLIED REFRIGERATION INC	175.38	0.00	175.38
93337	06/27/2019	65668	ANICETO. SANDRA	743.60	0.00	743.60
93338	06/27/2019	4724	ARC DOCUMENT SOLUTIONS. LLC	143.39	0.00	143.39
93339	06/27/2019	4836	ARELLANO. RAMIRO	1,760.00	0.00	1,760.00
93340	06/27/2019	57770	B & H FOTO & ELECTRONICS CORP	107.73	0.00	107.73
93341	06/27/2019	443	B&M LAWN AND GARDEN INC	289.72	0.00	289.72
93342	06/27/2019	4800	BISHOP COMPANY	98.65	0.00	98.65
93343	06/27/2019	66369	BONILLA. GILBERT	1,500.00	0.00	1,500.00
93344	06/27/2019	51331	CERRITOS POOL SUPPLY	10.94	0.00	10.94
93345	06/27/2019	40572	CHICAGO TITLE CO	100.00	0.00	100.00
93346	06/27/2019	45894	CINTAS CORPORATION	136.32	0.00	136.32
93347	06/27/2019	57070	CITY LIGHT & POWER LKWD INC	3,700.00	0.00	3,700.00
93348	06/27/2019	3915	CPRS AGING SERVICE &	1,385.00	0.00	1,385.00
93349	06/27/2019	60195	CR TRANSFER INC	3,685.31	0.00	3,685.31
93350	06/27/2019	5200	DAHLIN GROUP. INC.	8,197.50	0.00	8,197.50
93351	06/27/2019	4043	DIAMOND ENVIRONMENTAL SERVICES LP	1,558.55	0.00	1,558.55
93352	06/27/2019	27200	DICKSON R F CO INC	3,875.00	0.00	3,875.00
93353	06/27/2019	5140	ENDRESS & HAUSER INC.	1,517.38	0.00	1,517.38
93354	06/27/2019	4411	EPOWER NETWORK INC	643.68	0.00	643.68
93355	06/27/2019	5157	INTERNATIONAL E-Z UP INC	5,944.75	0.00	5,944.75
93356	06/27/2019	4931	FASHEH. MIKE	7,734.93	0.00	7,734.93
93357	06/27/2019	52316	FEDERAL EXPRESS CORP	30.04	0.00	30.04
93358	06/27/2019	3610	FLEMING ENVIRONMENTAL INC	4,495.00	0.00	4,495.00
93359	06/27/2019	63519	FLUE STEAM INC	85.40	0.00	85.40
93360	06/27/2019	5182	FRED ALLEN ENTERPRISES. INC.	464.65	0.00	464.65
93361	06/27/2019	3188	GALLS LLC/OUARMASTER LLC	1,117.19	0.00	1,117.19
93362	06/27/2019	33150	GRAINGER W W INC	840.79	0.00	840.79
93363	06/27/2019	54961	HACH COMPANY	1,024.28	0.00	1,024.28
93364	06/27/2019	35477	HARA M LAWNMOWER CENTER	3,028.95	0.00	3,028.95
93365	06/27/2019	5106	HARRINGTON INDUSTRIAL PLASTICS LLC	661.99	0.00	661.99
93366	06/27/2019	42031	HOME DEPOT	1,741.10	0.00	1,741.10
93367	06/27/2019	41897	HOSE-MAN THE	61.46	0.00	61.46
93368	06/27/2019	4622	JHM SUPPLY INC	126.96	0.00	126.96
93369	06/27/2019	4180	JONES RICHARD D. A PROF LAW CORP	10,013.87	0.00	10,013.87
93370	06/27/2019	4180	JONES RICHARD D. A PROF LAW CORP	16,750.00	0.00	16,750.00
93371	06/27/2019	18300	LAKEWOOD CHAMBER OF COMMERCE	2,416.63	0.00	2,416.63
93372	06/27/2019	18400	LAKEWOOD. CITY WATER DEPT	78,835.35	0.00	78,835.35
93373	06/27/2019	5207	LOMBERA. RICKY	1,375.00	0.00	1,375.00
93374	06/27/2019	36844	LA COUNTY DEPT OF PUBLIC WORKS	12,626.63	0.00	12,626.63
93375	06/27/2019	4643	BRODERICK JAY	936.00	0.00	936.00

**CITY OF LAKEWOOD
SUMMARY CHECK REGISTER**

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
93376	06/27/2019	4409	MALLORY SAFETY AND SUPPLY LLC	265.42	0.00	265.42
93377	06/27/2019	36593	NORBERT'S ATHLETIC PRODUCTS INC	5,250.53	0.00	5,250.53
93378	06/27/2019	4443	O'REILLY AUTOMOTIVE STORES INC	588.92	11.26	577.66
93379	06/27/2019	47554	OFFICE DEPOT BUSINESS SVCS	161.55	0.00	161.55
93380	06/27/2019	1615	PFM ASSET MANAGEMENT LLC	3,090.37	0.00	3,090.37
93381	06/27/2019	4027	PUREFLOW FILTRATION DIV OF CALIF	3,539.75	0.00	3,539.75
93382	06/27/2019	5108	F & S FOOD SERVICES. INC.	1,214.08	0.00	1,214.08
93383	06/27/2019	47285	ROTARY CORP	189.77	0.00	189.77
93384	06/27/2019	5152	RUIZ. TAWNY	2,535.00	0.00	2,535.00
93385	06/27/2019	45437	S & J SUPPLY CO	2,969.51	0.00	2,969.51
93386	06/27/2019	4309	SAFESHRED	25.00	0.00	25.00
93387	06/27/2019	3086	SCHICORA. MICHAEL	142.14	0.00	142.14
93388	06/27/2019	5197	SIGNAL HILL AUTO ENTERPRISES INC.	181.66	0.00	181.66
93389	06/27/2019	5230	SITEONE LANDSCAPE SUPPLY. LLC	4,434.49	0.00	4,434.49
93390	06/27/2019	34726	MAGIC MOUNTAIN LLC	4,393.92	0.00	4,393.92
93391	06/27/2019	26900	SO CALIF SECURITY CENTERS INC	30.00	0.00	30.00
93392	06/27/2019	5135	SOLID SURFACE CARE. INC.	4,379.50	0.00	4,379.50
93393	06/27/2019	4026	SPASEFF TED C	462.50	0.00	462.50
93394	06/27/2019	4972	CHARTER COMMUNICATIONS HOLDINGS. LLC	4,272.44	0.00	4,272.44
93395	06/27/2019	4581	STEIN. ANDREW T	997.70	0.00	997.70
93396	06/27/2019	60792	STEPHENS. ERIC	307.45	0.00	307.45
93397	06/27/2019	56039	SULLY MILLER	356.77	0.00	356.77
93398	06/27/2019	66215	SUPERIOR COURT OF CALIFORNIA	9,390.00	0.00	9,390.00
93399	06/27/2019	66215	SUPERIOR COURT OF CALIFORNIA	7,584.50	0.00	7,584.50
93400	06/27/2019	66215	SUPERIOR COURT OF CALIFORNIA	9,395.00	0.00	9,395.00
93401	06/27/2019	66215	SUPERIOR COURT OF CALIFORNIA	11,925.00	0.00	11,925.00
93402	06/27/2019	59212	TETRA TECH INC	10,368.00	0.00	10,368.00
93403	06/27/2019	4364	THE RINKS-LAKEWOOD ICE	58.50	0.00	58.50
93404	06/27/2019	65224	TUMBLE-N-KIDS. INC	600.60	0.00	600.60
93405	06/27/2019	60685	TURF STAR	217.07	0.00	217.07
93406	06/27/2019	1437	U S BANK NATIONAL ASSOCIATION	1,838.60	0.00	1,838.60
93407	06/27/2019	1437	U S BANK NATIONAL ASSOCIATION	32,462.72	0.00	32,462.72
93408	06/27/2019	5234	UEBNER. MARK	453.81	0.00	453.81
93409	06/27/2019	49848	USA BLUE BOOK A DIVISION OF	184.75	0.00	184.75
93410	06/27/2019	4907	VARSITY BRANDS HOLDING CO INC	212.87	0.00	212.87
93411	06/27/2019	4840	VERITIV OPERATING COMPANY	106.87	0.00	106.87
93412	06/27/2019	33200	WALTERS WHOLESALE ELECTRIC CO	524.54	0.00	524.54
93413	06/27/2019	7400	WATER REPLENISHMENT DISTRICT OF	420,749.85	0.00	420,749.85
93414	06/27/2019	33350	WATER WELL SUPPLY	78,854.09	0.00	78,854.09
93415	06/27/2019	17640	WAXIE ENTERPRISES INC	2,221.06	0.00	2,221.06
93416	06/27/2019	37745	WESTERN EXTERMINATOR CO	113.50	0.00	113.50
93417	06/27/2019	2279	AMERICAN PACIFIC PRINTERS COLLEGES	11,600.41	0.00	11,600.41
93418	06/27/2019	4837	XEROX CORPORATION	622.25	0.00	622.25
93419	06/27/2019	3699	AYALA. AMANDA	80.00	0.00	80.00

**CITY OF LAKEWOOD
SUMMARY CHECK REGISTER**

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
93420	06/27/2019	3699	GARDEA. YVONNE	250.00	0.00	250.00
93421	06/27/2019	3699	GREEN. MIN	21.00	0.00	21.00
93422	06/27/2019	3699	IPJIAN. RUBI	250.00	0.00	250.00
93423	06/27/2019	3699	KETTERMAN COLLEGE FUNDING	240.00	0.00	240.00
93424	06/27/2019	3699	LE. KIM	109.00	0.00	109.00
93425	06/27/2019	3699	ONTIVEROS. ESTHER	250.00	0.00	250.00
93426	06/27/2019	3699	TRUESDALE. CAROL	250.00	0.00	250.00
93427	06/27/2019	3699	WILLIAMS. JULIE	250.00	0.00	250.00
93428	06/27/2019	3699	WILLIAMS. RODNEY	250.00	0.00	250.00
Totals:				<u>825,027.71</u>	<u>11.26</u>	<u>825,016.45</u>

**CITY OF LAKEWOOD
FUND SUMMARY 7/3/2019**

In accordance with section 2521 of the Lakewood Municipal Code there is presented herewith a summary of obligations to be paid by voucher 93429 through 93528. Each of the following demands has been audited by the Director of Administrative Services and approved by the City Manager.

1010	GENERAL FUND	153,180.86
1020	CABLE TV	741.76
1050	COMMUNITY FACILITY	2,858.53
1070	RETIREE BENEFITS	3,434.97
3001	CAPITAL IMPROV PROJECT FUND	2,663,985.54
5010	GRAPHICS AND COPY CENTER	313.78
5020	CENTRAL STORES	1,295.48
5030	FLEET MAINTENANCE	9,058.62
7500	WATER UTILITY FUND	49,007.54
8020	LOCAL REHAB LOAN	3,020.00
8030	TRUST DEPOSIT	15,100.00
		2,901,997.08

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
93429	07/03/2019	5166	ADVANCED GREEN SOLUTIONS LLC	1,606.34	0.00	1,606.34
93430	07/03/2019	4465	ATALLA. IBRAHIM	390.00	0.00	390.00
93431	07/03/2019	443	B&M LAWN AND GARDEN INC	178.73	0.00	178.73
93432	07/03/2019	4878	B.R. BREWER SIGN & GRAPHICS	627.16	0.00	627.16
93433	07/03/2019	5158	BANNER BANK	125,951.90	0.00	125,951.90
93434	07/03/2019	5151	BARKSHIRE LASER LEVELING. INC.	1,600.00	0.00	1,600.00
93435	07/03/2019	66044	BENNETT-BOWEN & LIGHTHOUSE INC	619.29	0.00	619.29
93436	07/03/2019	59748	BIG STUDIO INC	3,012.29	0.00	3,012.29
93437	07/03/2019	62737	BOYES. GOBIND	390.00	0.00	390.00
93438	07/03/2019	43135	CERRITOS. CITY OF	38,898.86	0.00	38,898.86
93439	07/03/2019	4654	BRAGG INVESTMENT COMPANY. INC.	21.90	0.00	21.90
93440	07/03/2019	4442	DANIEL'S TIRE SERVICE INC	194.35	0.00	194.35
93441	07/03/2019	5242	EEC ACOUISITION LLC	579.90	0.00	579.90
93442	07/03/2019	5255	EUROFINS EATON ANALYTICAL. LLC	2,545.00	0.00	2,545.00
93443	07/03/2019	3946	FERGUSON ENTERPRISES INC	5,092.13	0.00	5,092.13
93444	07/03/2019	66217	MAGNASYNC-MOVIOLA CORP	491.76	0.00	491.76
93445	07/03/2019	61688	FULL COMPASS SYSTEMS LTD	549.28	0.00	549.28
93446	07/03/2019	33150	GRAINGER W W INC	1,219.78	0.00	1,219.78
93447	07/03/2019	4886	GROH. MARK LEE	200.00	0.00	200.00
93448	07/03/2019	35477	HARA M LAWNMOWER CENTER	3,086.49	0.00	3,086.49
93449	07/03/2019	65593	HASS. BARBARA	715.00	0.00	715.00
93450	07/03/2019	5173	HOLMES. JASON	137.80	0.00	137.80
93451	07/03/2019	42031	HOME DEPOT	336.86	0.00	336.86
93452	07/03/2019	2956	KICK IT UP KIDZ. LLC	975.00	0.00	975.00
93453	07/03/2019	4458	KIM. YVONNE	485.20	0.00	485.20
93454	07/03/2019	4250	CEDAR FAIR	3,706.00	0.00	3,706.00
93455	07/03/2019	64510	KRAUSE. DIANN	128.09	0.00	128.09
93456	07/03/2019	43017	LARSEN. DEBRA	123.01	0.00	123.01
93457	07/03/2019	44733	LIEBERT CASSIDY WHITMORE	4,995.00	0.00	4,995.00
93458	07/03/2019	21600	LOS ANGELES CO SHERIFFS DEPT	14,161.37	0.00	14,161.37
93459	07/03/2019	23130	MC MASTER-CARR SUPPLY CO	45.15	0.00	45.15
93460	07/03/2019	5060	MOHAWK FACTORING II. INC.	15,952.17	0.00	15,952.17
93461	07/03/2019	5062	MORALES. JOSE ALEJANDRO	650.00	0.00	650.00
93462	07/03/2019	4207	NOVAK. NORA	100.00	0.00	100.00
93463	07/03/2019	4443	O'REILLY AUTOMOTIVE STORES INC	703.35	14.92	688.43
93464	07/03/2019	47554	OFFICE DEPOT BUSINESS SVCS	804.43	0.00	804.43
93465	07/03/2019	3940	ORANGE COUNTY TANK TESTING INC	1,450.00	0.00	1,450.00
93466	07/03/2019	1919	POLLARD JOSEPH G COMPANY INC	648.27	0.00	648.27
93467	07/03/2019	4459	READWRITE EDUCATIONAL SOLUTIONS INC	709.80	0.00	709.80
93468	07/03/2019	47285	ROTARY CORP	333.98	0.00	333.98
93469	07/03/2019	4761	SANCHEZ. EUGENE	420.00	0.00	420.00
93470	07/03/2019	5197	SIGNAL HILL AUTO ENTERPRISES INC.	181.66	0.00	181.66
93471	07/03/2019	52279	SMART & FINAL INC	1,120.96	0.00	1,120.96
93472	07/03/2019	29100	SNAP-ON INDUSTRIAL	405.36	0.00	405.36

**CITY OF LAKEWOOD
SUMMARY CHECK REGISTER**

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
93473	07/03/2019	29400	SOUTHERN CALIFORNIA EDISON CO	3,781.29	0.00	3,781.29
93474	07/03/2019	50299	SPENCER. GORDON	150.00	0.00	150.00
93475	07/03/2019	49529	SPICERS PAPER INC	313.78	0.00	313.78
93476	07/03/2019	37930	STANDARD INSURANCE CO UNIT 22	2,663.10	0.00	2,663.10
93477	07/03/2019	37930	STANDARD INSURANCE CO UNIT 22	8,720.78	0.00	8,720.78
93478	07/03/2019	60792	STEPHENS. ERIC	357.50	0.00	357.50
93479	07/03/2019	5128	SUKUT CONSTRUCTION. LLC	2,393,086.10	0.00	2,393,086.10
93480	07/03/2019	4893	TENG. WHEA-FUN	104.00	0.00	104.00
93481	07/03/2019	4364	THE RINKS-LAKEWOOD ICE	146.25	0.00	146.25
93482	07/03/2019	4873	TRANSAMERICA LIFE INSURANCE COMPANY	2,181.35	0.00	2,181.35
93483	07/03/2019	60685	TURF STAR	522.60	0.00	522.60
93484	07/03/2019	5124	TW ASSOCIATES	333.38	0.00	333.38
93485	07/03/2019	5234	UEBNER. MARK	105.99	0.00	105.99
93486	07/03/2019	35089	UNDERGROUND SERVICE ALERT	145.30	0.00	145.30
93487	07/03/2019	3134	VIRTUAL GRAFFITI INC	19,994.70	0.00	19,994.70
93488	07/03/2019	33200	WALTERS WHOLESALE ELECTRIC CO	1,160.92	0.00	1,160.92
93489	07/03/2019	60651	WECK ANALYTICAL ENVIRONMENTAL SERVICES I	85.96	0.00	85.96
93490	07/03/2019	62628	WELLS C. PIPELINE MATERIALS	237.08	0.00	237.08
93491	07/03/2019	4905	WEN. JASON	105.00	0.00	105.00
93492	07/03/2019	5143	WHITNEY. LAUREAL MONIOUE	195.00	0.00	195.00
93493	07/03/2019	35146	WILLDAN ASSOCIATES	144,142.24	0.00	144,142.24
93494	07/03/2019	2145	WYNN. LAKYN	78.00	0.00	78.00
93495	07/03/2019	3699	ARBAN. JAN	250.00	0.00	250.00
93496	07/03/2019	3699	BERRY. WILLIAM	43.00	0.00	43.00
93497	07/03/2019	3699	DAMP. LOUISE	10.00	0.00	10.00
93498	07/03/2019	3699	GALLOW. NICOLE	10.00	0.00	10.00
93499	07/03/2019	3699	GONZALEZ. EDER	250.00	0.00	250.00
93500	07/03/2019	3699	GRAND ESTATE TERMITE	600.00	0.00	600.00
93501	07/03/2019	3699	GREG TURNER PAINTING	2,420.00	0.00	2,420.00
93502	07/03/2019	3699	KENNON. GERRY	250.00	0.00	250.00
93503	07/03/2019	3699	LAREZ. MYRNA	250.00	0.00	250.00
93504	07/03/2019	3699	MORRISON. CHRISTINA	250.00	0.00	250.00
93505	07/03/2019	3699	PEREZ. IRMA	10.00	0.00	10.00
93506	07/03/2019	3699	RENTERIA. SARAH	45.00	0.00	45.00
93507	07/03/2019	3699	TURNER. DEANNA TAKI	240.00	0.00	240.00
93508	07/03/2019	3699	VAEA. DONNA	250.00	0.00	250.00
93509	07/03/2019	3699	WIDMER. GINA	250.00	0.00	250.00
93510	07/03/2019	53243	ANGELS BASEBALL LP -GROUP SALES	960.00	0.00	960.00
93511	07/03/2019	6300	CALIFORNIA CONTRACT CITIES ASN	5,300.00	0.00	5,300.00
93512	07/03/2019	4498	DELTA DENTAL INSURANCE COMPANY	1,172.15	0.00	1,172.15
93513	07/03/2019	56889	DELTA DENTAL OF CALIFORNIA	8,403.72	0.00	8,403.72
93514	07/03/2019	42248	DISNEYLAND RESORT TICKET	15,400.00	0.00	15,400.00
93515	07/03/2019	4852	GOVINVEST INC.	3,250.00	0.00	3,250.00
93516	07/03/2019	65835	GRANICUS INC	10,400.40	0.00	10,400.40

**CITY OF LAKEWOOD
SUMMARY CHECK REGISTER**

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
93517	07/03/2019	50740	INTERNAL REVENUE SERVICE	184.97	0.00	184.97
93518	07/03/2019	19450	LEAGUE OF CALIFORNIA CITIES	1,412.25	0.00	1,412.25
93519	07/03/2019	41075	LERN	395.00	0.00	395.00
93520	07/03/2019	58414	MANAGED HEALTH NETWORK	353.21	0.00	353.21
93521	07/03/2019	62741	MITCHELL REPAIR INFORMATION CO LLC	2,661.87	0.00	2,661.87
93522	07/03/2019	4190	NATIONAL UNION FIRE INSURANCE CO	582.83	0.00	582.83
93523	07/03/2019	15600	LONG BEACH PUBLISHING CO	527.38	0.00	527.38
93524	07/03/2019	52610	SWANK MOTION PICTURES INC	565.00	0.00	565.00
93525	07/03/2019	54727	UNIVERSAL STUDIOS LLP	10,500.00	0.00	10,500.00
93526	07/03/2019	57135	VISION SERVICE PLAN	4,561.28	0.00	4,561.28
93527	07/03/2019	2416	WAIT. STUART	15,000.00	0.00	15,000.00
93528	07/03/2019	3699	NGUYEN. THANH	100.00	0.00	100.00
Totals:				<u>2,902,012.00</u>	<u>14.92</u>	<u>2,901,997.08</u>

**CITY OF LAKEWOOD
FUND SUMMARY 7/11/2019**

In accordance with section 2521 of the Lakewood Municipal Code there is presented herewith a summary of obligations to be paid by voucher 93529 through 93638. Each of the following demands has been audited by the Director of Administrative Services and approved by the City Manager.

1010	GENERAL FUND	322,484.97
1020	CABLE TV	1,081.70
1030	CDBG CURRENT YEAR	458.33
1050	COMMUNITY FACILITY	714.40
3070	PROPOSITION "C"	440.00
5010	GRAPHICS AND COPY CENTER	8,397.70
5020	CENTRAL STORES	121.17
5030	FLEET MAINTENANCE	12,473.74
7500	WATER UTILITY FUND	18,475.24
8020	LOCAL REHAB LOAN	17,475.80
8030	TRUST DEPOSIT	1,791.00
		<hr/>
		383,914.05

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
93529	07/03/2019	3699	GOLDEN CITY REMODELING	17,475.80	0.00	17,475.80
93530	07/11/2019	4842	A T & T CORP	241.69	0.00	241.69
93531	07/11/2019	4113	SHAKER NERMINE	1,750.00	0.00	1,750.00
93532	07/11/2019	2701	AIRE RITE A/C & REFRIGERATION INC	7,250.79	0.00	7,250.79
93533	07/11/2019	1700	ALLIED REFRIGERATION INC	282.06	0.00	282.06
93534	07/11/2019	58000	AMERICAN TRUCK & TOOL RENTAL INC	809.65	0.00	809.65
93535	07/11/2019	57770	B & H FOTO & ELECTRONICS CORP	123.18	0.00	123.18
93536	07/11/2019	5151	BARKSHIRE LASER LEVELING. INC.	1,600.00	0.00	1,600.00
93537	07/11/2019	5266	BAY AREA DRIVING SCHOOL. INC.	55.90	0.00	55.90
93538	07/11/2019	48469	BURWELL MICHAEL RAY	440.00	0.00	440.00
93539	07/11/2019	62099	COOPERATIVE PERSONNEL SERVICES	992.25	0.00	992.25
93540	07/11/2019	307	CALIF. STATE DISBURSEMENT UNIT	16.47	0.00	16.47
93541	07/11/2019	53983	CALIF STATE FRANCHISE TAX BOARD	250.00	0.00	250.00
93542	07/11/2019	59955	CALIFORNIA ELECTRIC SUPPLY CO	491.13	0.00	491.13
93543	07/11/2019	6600	CALIFORNIA STATE DEPT OF JUSTICE	5,528.00	0.00	5,528.00
93544	07/11/2019	51331	CERRITOS POOL SUPPLY	21.88	0.00	21.88
93545	07/11/2019	57070	CITY LIGHT & POWER LKWD INC	3,935.00	0.00	3,935.00
93546	07/11/2019	5214	CLEANCOR HOLDINGS LLC	465.00	0.00	465.00
93547	07/11/2019	56941	COCA COLA REFRESHMENTS USA INC	2,014.32	0.00	2,014.32
93548	07/11/2019	5141	CORTEZ. JOSE D.	94.95	0.00	94.95
93549	07/11/2019	4963	COUCH. RON JR.	1,487.50	0.00	1,487.50
93550	07/11/2019	57945	DELL MARKETING LP	1,516.96	0.00	1,516.96
93551	07/11/2019	3213	DIRECTV INC	30.75	0.00	30.75
93552	07/11/2019	4734	DOSSIER SYSTEMS. INC.	1,383.00	0.00	1,383.00
93553	07/11/2019	58618	DURHAM SCHOOL SERVICES	2,214.88	0.00	2,214.88
93554	07/11/2019	5242	EEC ACOUISITION LLC	611.14	0.00	611.14
93555	07/11/2019	3946	FERGUSON ENTERPRISES INC	235.26	0.00	235.26
93556	07/11/2019	66217	MAGNASYNC-MOVIOLA CORP	958.52	0.00	958.52
93557	07/11/2019	4884	FRONTIER CALIFORNIA INC.	2,561.75	0.00	2,561.75
93558	07/11/2019	64215	GOLD COAST AWARDS INC	120.57	0.00	120.57
93559	07/11/2019	3912	GOLDEN METERS SERVICES	480.00	0.00	480.00
93560	07/11/2019	5173	HOLMES. JASON	68.90	0.00	68.90
93561	07/11/2019	42031	HOME DEPOT	67.76	0.00	67.76
93562	07/11/2019	41897	HOSE-MAN THE	85.65	0.00	85.65
93563	07/11/2019	65891	HUMAN SERVICES ASSOCIATION	458.33	0.00	458.33
93564	07/11/2019	36589	IMMEDIATE MEDICAL CARE	50.00	0.00	50.00
93565	07/11/2019	4622	JHM SUPPLY INC	269.49	0.00	269.49
93566	07/11/2019	4180	JONES RICHARD D. A PROF LAW CORP	990.00	0.00	990.00
93567	07/11/2019	63573	KDC INC	1,212.50	0.00	1,212.50
93568	07/11/2019	66412	KWIK-COVERS	649.56	0.00	649.56
93569	07/11/2019	20300	LONG BEACH CITY GAS & WATER DEPT	390.72	0.00	390.72
93570	07/11/2019	3564	LONG BEACH. CITY OF	859.25	0.00	859.25
93571	07/11/2019	45069	LOS ANGELES CO/DEPT PW BLDG SVCS	67,402.03	0.00	67,402.03
93572	07/11/2019	36844	LA COUNTY DEPT OF PUBLIC WORKS	5,775.94	0.00	5,775.94

**CITY OF LAKEWOOD
SUMMARY CHECK REGISTER**

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
93573	07/11/2019	4643	BRODERICK JAY	386.10	0.00	386.10
93574	07/11/2019	23130	MC MASTER-CARR SUPPLY CO	223.83	0.00	223.83
93575	07/11/2019	52588	MILLER DON & SONS	204.82	0.00	204.82
93576	07/11/2019	4892	NESTLE WATERS NORTH AMERICA	121.17	0.00	121.17
93577	07/11/2019	5134	NORRIS. RICHARD	75.00	0.00	75.00
93578	07/11/2019	47554	OFFICE DEPOT BUSINESS SVCS	395.90	0.00	395.90
93579	07/11/2019	3940	ORANGE COUNTY TANK TESTING INC	634.79	0.00	634.79
93580	07/11/2019	4367	OROZCO'S AUTO SERVICE INC	123.00	0.00	123.00
93581	07/11/2019	3627	OSBORN. KAITLIN	2,812.00	0.00	2,812.00
93582	07/11/2019	4497	PACIFIC COACHWAYS CHARTER SERVICES	1,168.75	0.00	1,168.75
93583	07/11/2019	450	PACIFIC EH & S SERVICES INC	1,792.00	0.00	1,792.00
93584	07/11/2019	51171	PERS LONG TERM CARE PROGRAM	70.64	0.00	70.64
93585	07/11/2019	65297	S.T.E.A.M.	12,042.69	0.00	12,042.69
93586	07/11/2019	41691	SAFETY-KLEEN CORP	749.81	0.00	749.81
93587	07/11/2019	5044	SHARP ELECTRONICS CORPORATION	5,076.68	0.00	5,076.68
93588	07/11/2019	4395	SIGLER RUSSELL INC	1,617.09	0.00	1,617.09
93589	07/11/2019	52279	SMART & FINAL INC	339.10	0.00	339.10
93590	07/11/2019	26900	SO CALIF SECURITY CENTERS INC	22.67	0.00	22.67
93591	07/11/2019	29400	SOUTHERN CALIFORNIA EDISON CO	18,380.45	0.00	18,380.45
93592	07/11/2019	4770	MANCE. MIKE J.	1,078.58	0.00	1,078.58
93593	07/11/2019	5198	THE ILLINI COMPANIES. INC.	2,752.86	0.00	2,752.86
93594	07/11/2019	1568	ULINE	240.38	0.00	240.38
93595	07/11/2019	5254	US DEPARTMENT OF EDUCATION AWG	348.76	0.00	348.76
93596	07/11/2019	49848	USA BLUE BOOK A DIVISION OF	406.70	0.00	406.70
93597	07/11/2019	64652	CELLCO PARTNERSHIP	4,046.99	0.00	4,046.99
93598	07/11/2019	2416	WAIT. STUART	14,183.02	0.00	14,183.02
93599	07/11/2019	62628	WELLS C. PIPELINE MATERIALS	996.45	0.00	996.45
93600	07/11/2019	40925	WEST COAST ARBORISTS INC	22,734.70	0.00	22,734.70
93601	07/11/2019	3837	WORTHINGTON FORD	8,832.70	0.00	8,832.70
93602	07/11/2019	4837	XEROX CORPORATION	3,226.07	0.00	3,226.07
93603	07/11/2019	860	ALLIANT INSURANCE SERVICES	5,741.00	0.00	5,741.00
93604	07/11/2019	860	ALLIANT INSURANCE SERVICES	12,626.00	0.00	12,626.00
93605	07/11/2019	51721	C A P I O	225.00	0.00	225.00
93606	07/11/2019	61428	C A P R C B M	225.00	0.00	225.00
93607	07/11/2019	4988	CENTER THEATRE GROUP	278.00	0.00	278.00
93608	07/11/2019	45894	CINTAS CORPORATION	53.79	0.00	53.79
93609	07/11/2019	60826	ECS IMAGING INC	10,667.00	0.00	10,667.00
93610	07/11/2019	4822	LA GATEWAY REGION INTEGRATED RNL	15,000.00	0.00	15,000.00
93611	07/11/2019	5172	GOGOV. INC.	23,300.00	0.00	23,300.00
93612	07/11/2019	64215	GOLD COAST AWARDS INC	87.91	0.00	87.91
93613	07/11/2019	60979	GUTIERREZ. THERESA	157.49	0.00	157.49
93614	07/11/2019	53365	KENNY'S AUTO SERVICE	146.00	0.00	146.00
93615	07/11/2019	5207	LOMBERA. RICKY	1,375.00	0.00	1,375.00
93616	07/11/2019	271	LOS ANGELES CO DEPT OF HEALTH SVCS	1,791.00	0.00	1,791.00

**CITY OF LAKEWOOD
SUMMARY CHECK REGISTER**

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
93617	07/11/2019	5274	MCA DIRECT	1,306.41	0.00	1,306.41
93618	07/11/2019	52344	MMASC	85.00	0.00	85.00
93619	07/11/2019	4714	CRON. ASHLEY	800.00	0.00	800.00
93620	07/11/2019	63549	PACKAGE PRODUCTS & SERVICES INC	3,993.04	0.00	3,993.04
93621	07/11/2019	5276	RAMIREZ. VERONICA	200.00	0.00	200.00
93622	07/11/2019	5268	RESERVE ACCOUNT #50586247	25,000.00	0.00	25,000.00
93623	07/11/2019	29300	S C A G	8,194.00	0.00	8,194.00
93624	07/11/2019	89	SHAKESPEARE BY THE SEA	1,500.00	0.00	1,500.00
93625	07/11/2019	4618	SIMONE. DEAN	1,200.00	0.00	1,200.00
93626	07/11/2019	5275	TUMALA. ALVIN	200.00	0.00	200.00
93627	07/11/2019	66245	TYLER TECHNOLOGIES MUNIS DIVISION	28,678.26	0.00	28,678.26
93628	07/11/2019	3906	UNDERGROUND VAULTS & STORAGE	225.92	0.00	225.92
93629	07/11/2019	3699	ARAYATA. MICHAEL	132.00	0.00	132.00
93630	07/11/2019	3699	ELYAS. SHEREEN	250.00	0.00	250.00
93631	07/11/2019	3699	GARDEA. YVONNE	25.00	0.00	25.00
93632	07/11/2019	3699	JILK. AMANDA	153.00	0.00	153.00
93633	07/11/2019	3699	KREMPASKY. JOHN	250.00	0.00	250.00
93634	07/11/2019	3699	MARTINEZ. ROSA	250.00	0.00	250.00
93635	07/11/2019	3699	MONTIEL. JESSICA	250.00	0.00	250.00
93636	07/11/2019	3699	STRONG. JERMAINE	491.00	0.00	491.00
93637	07/11/2019	3699	VILLA-REAL. WILHELMINA	250.00	0.00	250.00
93638	07/11/2019	3699	WALTOWER-PRADIER. YOLANDA	5.00	0.00	5.00
Totals:				<u>383,914.05</u>	<u>0.00</u>	<u>383,914.05</u>

**CITY OF LAKEWOOD
FUND SUMMARY 7/18/2019**

In accordance with section 2521 of the Lakewood Municipal Code there is presented herewith a summary of obligations to be paid by voucher 93639 through 93748. Each of the following demands has been audited by the Director of Administrative Services and approved by the City Manager.

1010	GENERAL FUND	1,521,586.39
1020	CABLE TV	11,564.27
1030	CDBG CURRENT YEAR	4,740.50
1050	COMMUNITY FACILITY	15,765.27
1336	STATE COPS GRANT	16,227.17
1621	LA CNTY MEASURE R	174,657.50
1622	LA CNTY MEASURE M	12,949.78
1640	BEV CONTAINER REC GRANT	775.00
3000	AIR QUALITY IMPROVEMENT	10,000.00
3025	SB2-HOUSING	3,100.00
3060	PROPOSITION "A"	14,718.00
3070	PROPOSITION "C"	3,297.56
5020	CENTRAL STORES	4,748.89
5030	FLEET MAINTENANCE	5,926.14
6020	GEOGRAPHIC INFORMATION SYSTEM	13,392.86
7500	WATER UTILITY FUND	51,399.19
8020	LOCAL REHAB LOAN	22,223.90
8030	TRUST DEPOSIT	300.00
		1,887,372.42

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
93639	07/18/2019	4113	SHAKER NERMINE	1,750.00	0.00	1,750.00
93640	07/18/2019	61142	ADAMS-HILLERY SHARRON	3,115.50	0.00	3,115.50
93641	07/18/2019	2701	AIRE RITE A/C & REFRIGERATION INC	4,776.60	0.00	4,776.60
93642	07/18/2019	5097	AMERICAN SOCCER COMPANY. INC.	932.86	0.00	932.86
93643	07/18/2019	5251	ARAMEXX GROUP INC.	174,657.50	0.00	174,657.50
93644	07/18/2019	64932	CJ CONCRETE CONSTRUCTION INC	1,577.28	0.00	1,577.28
93645	07/18/2019	53451	COMMUNITY FAMILY GUIDANCE CTR	750.00	0.00	750.00
93646	07/18/2019	5228	DRP ENGINEERING. INC.	9,722.50	0.00	9,722.50
93647	07/18/2019	63519	FLUE STEAM INC	242.00	0.00	242.00
93648	07/18/2019	3912	GOLDEN METERS SERVICES	575.00	0.00	575.00
93649	07/18/2019	42031	HOME DEPOT	171.84	0.00	171.84
93650	07/18/2019	42031	HOME DEPOT	651.16	0.00	651.16
93651	07/18/2019	4688	HUNTER. JOHN L & ASSOCIATES	493.75	0.00	493.75
93652	07/18/2019	59873	JJS PALOMO'S STEEL INC	229.32	0.00	229.32
93653	07/18/2019	53311	LAKEWOOD MEALS ON WHEELS	875.00	0.00	875.00
93654	07/18/2019	19450	LEAGUE OF CALIFORNIA CITIES	500.00	0.00	500.00
93655	07/18/2019	21600	LOS ANGELES CO SHERIFFS DEPT	906,514.03	0.00	906,514.03
93656	07/18/2019	4443	O'REILLY AUTOMOTIVE STORES INC	14.28	0.26	14.02
93657	07/18/2019	5136	OPUS INSPECTION. INC.	1,396.13	0.00	1,396.13
93658	07/18/2019	3153	SECTRAN SECURITY INC	307.66	0.00	307.66
93659	07/18/2019	26900	SO CALIF SECURITY CENTERS INC	9.86	0.00	9.86
93660	07/18/2019	29400	SOUTHERN CALIFORNIA EDISON CO	92,020.56	0.00	92,020.56
93661	07/18/2019	29500	SOUTHERN CALIFORNIA GAS CO	605.32	0.00	605.32
93662	07/18/2019	4026	SPASEFF TED C	275.00	0.00	275.00
93663	07/18/2019	4972	CHARTER COMMUNICATIONS HOLDINGS. LLC	4,272.44	0.00	4,272.44
93664	07/18/2019	64602	STAPLES CONTRACT & COMMERCIAL INC	7,854.79	0.00	7,854.79
93665	07/18/2019	2372	TGIS CATERING SVCS INC	3,300.00	0.00	3,300.00
93666	07/18/2019	60685	TURF STAR	25,053.47	0.00	25,053.47
93667	07/18/2019	66245	TYLER TECHNOLOGIES MUNIS DIVISION	1,640.03	0.00	1,640.03
93668	07/18/2019	57989	U S BANK	2,492.00	0.00	2,492.00
93669	07/18/2019	61802	VMI. INC.	11,149.30	0.00	11,149.30
93670	07/18/2019	2416	WAIT. STUART	14,183.02	0.00	14,183.02
93671	07/18/2019	40925	WEST COAST ARBORISTS INC	700.00	0.00	700.00
93672	07/18/2019	50223	A.W.W.A.	600.00	0.00	600.00
93673	07/18/2019	443	B&M LAWN AND GARDEN INC	125.88	0.00	125.88
93674	07/18/2019	48108	BERG. APRIL	1,365.00	0.00	1,365.00
93675	07/18/2019	53046	C.P.R.S.	3,471.24	0.00	3,471.24
93676	07/18/2019	307	CALIF. STATE DISBURSEMENT UNIT	29.84	0.00	29.84
93677	07/18/2019	53983	CALIF STATE FRANCHISE TAX BOARD	250.00	0.00	250.00
93678	07/18/2019	5263	CALIFORNIA RESOURCE RECOVERY ASSOCIATION	775.00	0.00	775.00
93679	07/18/2019	5146	CASTANEDA. BRANDON	819.00	0.00	819.00
93680	07/18/2019	7600	CENTRAL BASIN WATER ASSN	4,766.00	0.00	4,766.00
93681	07/18/2019	45894	CINTAS CORPORATION	67.65	0.00	67.65
93682	07/18/2019	64932	CJ CONCRETE CONSTRUCTION INC	12,949.78	0.00	12,949.78

**CITY OF LAKEWOOD
SUMMARY CHECK REGISTER**

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93683	07/18/2019	5213	COPELAND. VERONICA	94.77	0.00	94.77
93684	07/18/2019	3199	EDCO WASTE SERVICES LLC	419,661.50	0.00	419,661.50
93685	07/18/2019	4875	ELITE SPECIAL EVENTS INC	1,100.00	0.00	1,100.00
93686	07/18/2019	49735	ENVIRONMENTAL SYSTEMS RESEARCH	12,100.00	0.00	12,100.00
93687	07/18/2019	4435	ELLIOTT AUTO SUPPLY COMPANY INC	257.52	0.00	257.52
93688	07/18/2019	4641	FONTELA. THAO	963.30	0.00	963.30
93689	07/18/2019	5182	FRED ALLEN ENTERPRISES. INC.	1,328.34	0.00	1,328.34
93690	07/18/2019	58692	GATEWAY CITIES COUNCIL OF GOV'TS	47,250.00	0.00	47,250.00
93691	07/18/2019	52540	GONSALVES JOE A & SON	4,526.00	0.00	4,526.00
93692	07/18/2019	3840	GOVERNMENTJOBSCOM INC	5,801.36	0.00	5,801.36
93693	07/18/2019	3830	GRADY. WILLIAM	35.00	0.00	35.00
93694	07/18/2019	61769	GRAUTEN. EVELYN R	976.95	0.00	976.95
93695	07/18/2019	65575	HAP'S AUTO PARTS	72.78	0.00	72.78
93696	07/18/2019	35477	HARA M LAWNMOWER CENTER	845.09	0.00	845.09
93697	07/18/2019	58756	JENKINS. MICHAEL	910.76	0.00	910.76
93698	07/18/2019	36167	KARTER. JANET	68.25	0.00	68.25
93699	07/18/2019	2956	KICK IT UP KIDZ. LLC	650.00	0.00	650.00
93700	07/18/2019	55469	LAKEWOOD CITY EMPLOYEE ASSOCIATION	2,020.00	0.00	2,020.00
93701	07/18/2019	18550	LAKEWOOD. CITY OF	100.00	0.00	100.00
93702	07/18/2019	4783	LANDCARE HOLDINGS INC	7,184.28	0.00	7,184.28
93703	07/18/2019	5207	LOMBERA. RICKY	1,375.00	0.00	1,375.00
93704	07/18/2019	52344	MMASC	110.00	0.00	110.00
93705	07/18/2019	5201	NACHREINER. MATTHEW JASON	700.00	0.00	700.00
93706	07/18/2019	4443	O'REILLY AUTOMOTIVE STORES INC	321.69	8.31	313.38
93707	07/18/2019	34536	OCOBOC. DEBRA	87.90	0.00	87.90
93708	07/18/2019	51171	PERS LONG TERM CARE PROGRAM	70.64	0.00	70.64
93709	07/18/2019	4494	PIERSON. JEREMY L.	52.80	0.00	52.80
93710	07/18/2019	4841	CENTAUR HOLDINGS UNITED STATES. INC.	3,103.65	0.00	3,103.65
93711	07/18/2019	4459	READWRITE EDUCATIONAL SOLUTIONS INC	1,283.75	0.00	1,283.75
93712	07/18/2019	5277	REYES. PRISCILLA	300.00	0.00	300.00
93713	07/18/2019	47285	ROTARY CORP	221.20	0.00	221.20
93714	07/18/2019	59527	S C W M F	65.00	0.00	65.00
93715	07/18/2019	5210	SALISBURY. THOMAS	1,500.00	0.00	1,500.00
93716	07/18/2019	5197	SIGNAL HILL AUTO ENTERPRISES INC.	181.66	0.00	181.66
93717	07/18/2019	52279	SMART & FINAL INC	1,349.89	0.00	1,349.89
93718	07/18/2019	45895	SOUTHEAST WATER COALITION	5,000.00	0.00	5,000.00
93719	07/18/2019	5281	SOUTHWELL. SEAN	382.10	0.00	382.10
93720	07/18/2019	4368	SPECIALTY TIRES LLC	467.59	0.00	467.59
93721	07/18/2019	60792	STEPHENS. ERIC	71.50	0.00	71.50
93722	07/18/2019	5278	THE TECHNOLOGY DEPOT	11,046.00	0.00	11,046.00
93723	07/18/2019	3110	TORRES LOPEZ JAVIER	302.00	0.00	302.00
93724	07/18/2019	1676	U S TELEPACIFIC CORP	644.94	0.00	644.94
93725	07/18/2019	57989	U S BANK	1,833.00	0.00	1,833.00
93726	07/18/2019	5254	US DEPARTMENT OF EDUCATION AWG	348.76	0.00	348.76

**CITY OF LAKEWOOD
SUMMARY CHECK REGISTER**

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93727	07/18/2019	49848	USA BLUE BOOK A DIVISION OF	146.06	0.00	146.06
93728	07/18/2019	7400	WATER REPLENISHMENT DISTRICT OF	16,286.05	0.00	16,286.05
93729	07/18/2019	17640	WAXIE ENTERPRISES INC	10,883.92	0.00	10,883.92
93730	07/18/2019	3699	CUENCA. BENJAMIN	190.00	0.00	190.00
93731	07/18/2019	3699	JACKSON. DEBRA	250.00	0.00	250.00
93732	07/18/2019	3699	KINGSLEY. DONNA	250.00	0.00	250.00
93733	07/18/2019	3699	MENDOZA. ELIZABETH	250.00	0.00	250.00
93734	07/18/2019	3699	NESTLERODE. LEE	100.00	0.00	100.00
93735	07/18/2019	3699	NEVES. CARLA	68.00	0.00	68.00
93736	07/18/2019	3699	NEW LIGHT ELECTRICAL	12,900.00	0.00	12,900.00
93737	07/18/2019	3699	ORTIZ. GERARDO	100.00	0.00	100.00
93738	07/18/2019	3699	ORTIZ. MARIA	79.90	0.00	79.90
93739	07/18/2019	3699	PREMIUM ELECTRIC	433.50	0.00	433.50
93740	07/18/2019	3699	RAGAN. LIZBETH	25.00	0.00	25.00
93741	07/18/2019	3699	SANABRIA. MERCEDES	250.00	0.00	250.00
93742	07/18/2019	3699	SHALABI. DOAA	132.00	0.00	132.00
93743	07/18/2019	3699	SPACES ACES DBA OC PAVERS AND TURF	6,254.00	0.00	6,254.00
93744	07/18/2019	3699	THE LHS ALUMNI ASSOCIATION	250.00	0.00	250.00
93745	07/18/2019	3699	TRAYLOR. BIANCA	250.00	0.00	250.00
93746	07/18/2019	3699	VOECKS. BARBARA	250.00	0.00	250.00
93747	07/18/2019	3699	VOLDEN. MINISA	250.00	0.00	250.00
93748	07/18/2019	3699	Y&S HOME BUILDERS INC	2,990.00	0.00	2,990.00
Totals:				<u>1,887,380.99</u>	<u>8.57</u>	<u>1,887,372.42</u>

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TO: The Honorable Mayor and City Council

SUBJECT: Report of City Council Committees' Activities

INTRODUCTION

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

STATEMENT OF FACT

On June 26, the Audit Committee met and discussed:

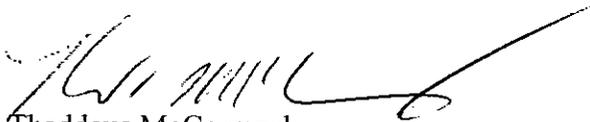
City Manager Thaddeus McCormack introduced the Bolivar Park Stormwater Capture Project "Lessons Learned" Case Study report (the Report). He explained that the project was unique in both its size and complexity. Added to that, the project is the first of its kind in this region and involved new applications of technologies in its construction and new and novel operational processes when completed in areas that other regulatory agencies (e.g. County Health Department and Regional Water Quality Control Board) had not yet formalized regulatory standards and guidelines to oversee. These factors necessarily contributed to the iterative nature of the project and distinguished the project from a conventional "build to spec" project. The Report is meant to catalogue the various issues - and resolutions to those issues - that arose through the project, so that future projects (including the Mayfair Park project) will benefit from the adaptations developed in the Bolivar project. That said, the Report also took a constructively critical look at how the project was managed and executed, and derived lessons learned in that regard as well. As part of that review, the city asked retired City Manager Ken Farfaring to review and provide comments on the Report, so as to ensure that our conclusions were vetted through an objective "peer review" process.

Public Works Director Lisa Rapp then presented to the Committee a comprehensive review of the various project components, including: project background, funding, design, construction, challenges and lessons learned. Committee members asked questions during the presentation and subsequently thanked staff for their efforts. Attached is a copy of the Report's Executive Summary and the slide presentation from the Audit Committee meeting .

The Audit Committee is likely to convene again in late November at the conclusion of the city's annual financial audit.

RECOMMENDATION

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



Thaddeus McCormack
City Manager

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COUNCIL AGENDA
July 23, 2019

TO: The Honorable Mayor and City Council

SUBJECT: Monthly Report of Investment Transactions – June 2019

INTRODUCTION

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

STATEMENT OF MONTHLY ACTIVITY

<u>Date</u>	<u>Amount at Cost</u>	<u>Vehicle</u>	<u>Transaction</u>
06/03/2019	\$ 813.11	MMF	Interest
06/05/2019	3,150.00	CORP	Interest 1.800%
06/05/2019	1,485.00	CORP	Interest 1.800%
06/05/2019	8,470.00	CORP	Interest 3.080%
06/05/2019	746,481.58	TREAS	Purchase 2.500%
06/05/2019	1,201,994.88	TREAS	Purchase 1.875%
06/05/2019	1,771,156.59	TREAS	Purchase 1.375%
06/05/2019	1,802,972.16	TREAS	Sell 1.625%
06/05/2019	731,635.90	CD	Sell 2.720%
06/05/2019	1,205,534.10	TREAS	Sell 1.750%
06/07/2019	8,910.00	CD	Interest 3.240%
06/07/2019	950,000.00	CAMP	Purchase
06/08/2019	2,175.00	CD	Interest 2.900%
06/13/2019	700,000.00	LAIF	Withdrawal
06/14/2019	1,100.00	CORP	Interest 2.200%
06/16/2019	1,500.00	CORP	Interest 3.000%
06/18/2019	4,279.90	CD	Interest 2.270%
06/18/2019	7,087.50	CORP	Interest 2.700%
06/18/2019	7,087.50	CORP	Interest 2.700%
06/19/2019	2,843.75	CORP	Interest 3.250%
06/20/2019	3,800,000.00	LAIF	Withdrawal
06/22/2019	731.25	CORP	Interest 1.950%
06/23/2019	4,062.50	CORP	Interest 3.125%
06/25/2019	573.14	FNA	Interest 3.560%
06/25/2019	427.61	FHMS	Interest 3.203%
06/25/2019	13.69	FNMA	Interest 1.646%

06/25/2019	694.06	FNA	Paydown 3.560%
06/25/2019	923.12	FHMS	Paydown 3.203%
06/25/2019	9,379.14	FNMA	Paydown 1.646%
06/25/2019	2,741.51	FNA	Paydown 3.560%
06/26/2019	986,057.07	TREAS	Purchase 1.250%
06/26/2019	175,751.14	CORP	Sell 1.912%
06/26/2019	70,286.77	CORP	Sell 1.950%
06/26/2019	145,850.34	CORP	Sell 2.200%
06/26/2019	125,881.98	NOTE	Sell 2.350%
06/26/2019	216,200.89	NOTE	Sell 2.200%
06/30/2019	7,312.50	TREAS	Interest 2.250%
06/30/2019	3,437.50	TREAS	Interest 1.375%
07/01/2019	14,117.11	CAMP	Interest 2.48%

RECOMMENDATION

It is recommended that the City Council receive and file the Monthly Report of Investment Transactions rendered for the month of June 2019.


 Jose Gomez
 Director of Finance & Administrative Services


 Thaddeus McCormack
 City Manager

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TO: The Honorable Mayor and City Council

SUBJECT: Quarterly Schedule of Investments – June 30, 2019

INTRODUCTION

The City invests idle funds in compliance with the California Government Code and the City's investment policy, which the City Council last reviewed and approved in January 2019. The investments represented in this report are allocated to a variety of funds such as the General Fund, Water Utility Fund, Redevelopment Successor Agency Funds, Restricted Special Revenue Funds, and Fiduciary Funds.

The City's investment objectives, in order of priority, are safety, liquidity and yield. To meet these objectives, the City utilizes the following types of investments:

U.S. Treasury Notes

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

Federal Agency Bonds or Notes:

Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises. This includes Collateralized Mortgage Obligations (CMOs).

- **FHLB (Federal Home Loan Bank Bonds)**
Bonds and discount notes issued by the Federal Home Loan Bank to provide funding to member institutions and make available money to the residential mortgage market.
- **FHLMC (Federal Home Loan Mortgage Corp)**
A publicly chartered agency that buys qualifying residential mortgages from lenders, packages them into new securities backed by those pooled mortgages, provides certain guarantees and then re-sells the securities on the open market.
- **FNMA (Federal National Mortgage Association)**
A government-sponsored, privately owned corporation established to create a secondary market for Federal Housing Administration mortgages.
- **FFCB (Federal Farm Credit Bank)**
The Federal Farm Credit Bank is an independent agency of the U.S. Government that issues bonds and discount notes to provide short- and long-term credit and credit-related services to farmers, ranchers, rural homeowners, producers and harvesters.

Supra-National Agency Bonds or Notes

Supranational bonds and notes are debt of international or multi-lateral financial agencies. The debt is used to finance economic/infrastructure development, environmental protection, poverty

reduction and renewable energy around the globe, rated AAA, highly liquid and issued in a range of maturities.

Negotiable Certificates of Deposit (CDs)

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

Municipal Bonds or Notes:

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

Corporate Notes:

Medium-term notes, defined as all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States, or any state and operating within the United States. Medium-term corporate notes shall be rated in a rating category of “A” or its equivalent or better.

Commercial Paper:

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

Pooled Funds:

- LAIF (Local Agency Investment Fund, State of California)
The Treasurer of the State of California administers this investment pool, providing a high-level of liquidity and strong safety through diversification of investments.
- CAMP (California Asset Management Program)
A Joint Powers Authority established in 1989 by the treasurers and finance directors of several California public agencies to provide professional investment services at a reasonable cost. Participation is limited to California public agencies.
- Los Angeles County Pool
This pool is very similar to LAIF. It is well-diversified, very liquid, and offers competitive yields.
- Money Market Fund (MMF)
This is a money market interest-bearing checking account that is fully insured and collateralized.

SUMMARY – Schedule of Investments as of June 30, 2019

MANAGED PORTFOLIO

Security Type	Market Value	% of Portfolio	% Change vs. 3/31/19	Permitted by Policy	In Compliance
U.S. Treasury Notes	\$ 19,236,201.08	51.6%	6.4%	100%	X
Corporate Notes	7,466,076.15	20.0%	-3.5%	30%	X
Negotiable CDs	4,411,479.64	11.8%	-1.1%	30%	X
Federal Agency	3,134,216.26	8.4%	-1.3%	100%	X
Supranationals	2,011,572.91	5.4%	0%	30%	X
Municipal Bonds	441,790.35	1.2%	0%	30%	X
Federal Agency CMO	358,573.83	1.0%	-0.1%	30%	X
Securities Sub-Total	\$ 37,059,910.22	99.4%			
Accrued Interest	216,606.10				
Securities Total	\$37,276,516.32				
Money Market Fund	\$212,616.00	0.6%	-0.4%	20%	X
Total Managed Portfolio	\$37,489,132.32	100%			

POOLED INVESTMENT ACCOUNTS

			Market Value
LAIF	State of CA		\$12,910,861.87
CAMP	US Bank		\$7,123,616.51
			\$20,034,478.38

BANK ACCOUNTS

			Balance
City – Checking *	F&M		\$3,061,405.34
City Payroll	F&M		\$50,719.29
Successor Housing - Checking	F&M		\$414,856.40
			\$3,526,981.03

Funds held in reserve as required by debt issuance or non-agency funds - not available for City expenditures:

Successor Agency – Checking	F&M	\$2,135,201.16
Total Portfolio		\$25,696,660.57

* The balance is higher than usual as it includes almost \$3 million in uncashed (recently-issued) checks.

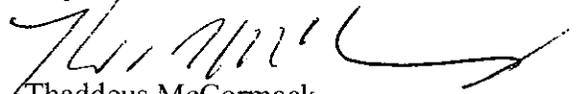
Attached is a more detailed report provided by Public Financial Management (PFM), the City's investment advisor.

STAFF RECOMMENDATION

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



Jose Gomez
Director of Finance & Administrative Services



Thaddeus McCormack
City Manager



Managed Account Summary Statement

For the Month Ending **June 30, 2019**

CITY OF LAKEWOOD - 51260100

Transaction Summary - Managed Account

Opening Market Value	\$36,493,055.03
Maturities/Calls	(10,996.32)
Principal Dispositions	(5,087,290.74)
Principal Acquisitions	5,494,679.46
Unsettled Trades	0.00
Change in Current Value	170,462.79
Closing Market Value	\$37,059,910.22

Cash Transactions Summary - Managed Account

Maturities/Calls	0.00
Sale Proceeds	5,122,762.95
Coupon/Interest/Dividend Income	44,161.30
Principal Payments	10,996.32
Security Purchases	(5,514,181.39)
Net Cash Contribution	0.00
Reconciling Transactions	0.00

Earnings Reconciliation (Cash Basis) - Managed Account

Interest/Dividends/Coupons Received	79,633.51
Less Purchased Interest Related to Interest/Coupons	(19,501.93)
Plus Net Realized Gains/Losses	(10,678.73)
Total Cash Basis Earnings	\$49,452.85

Cash Balance

Closing Cash Balance	\$212,615.50
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Earnings Reconciliation (Accrual Basis)

Ending Amortized Value of Securities	36,571,504.09
Ending Accrued Interest	216,606.10
Plus Proceeds from Sales	5,122,762.95
Plus Proceeds of Maturities/Calls/Principal Payments	10,996.32
Plus Coupons/Dividends Received	44,161.30
Less Cost of New Purchases	(5,514,181.39)
Less Beginning Amortized Value of Securities	(36,183,046.09)
Less Beginning Accrued Interest	(206,857.39)
Total Accrual Basis Earnings	\$61,945.89



CITY OF LAKEWOOD - 51260100

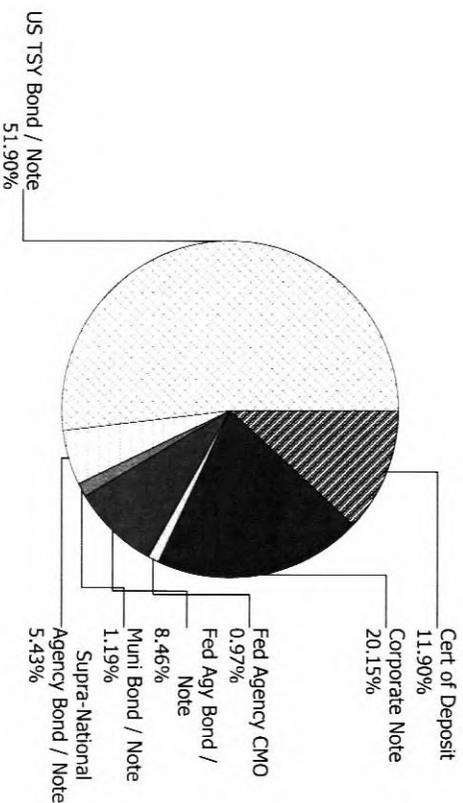
Portfolio Summary and Statistics

For the Month Ending June 30, 2019

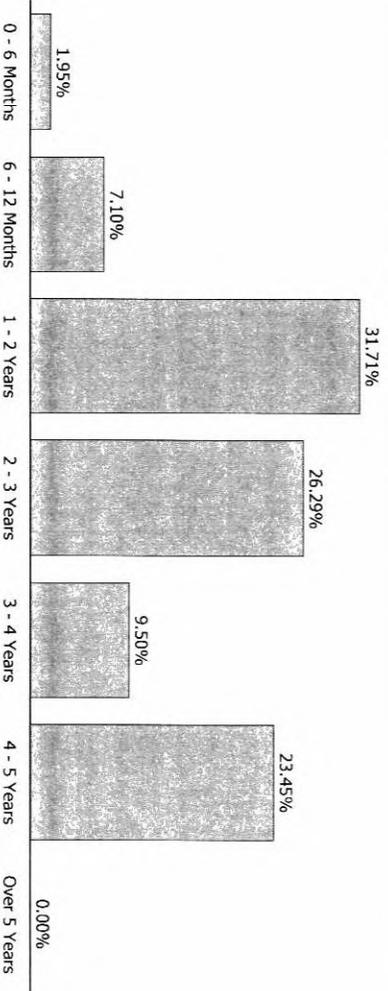
Account Summary

Description	Par Value	Market Value	Percent
U.S. Treasury Bond / Note	19,130,000.00	19,236,201.08	51.90
Supra-National Agency Bond / Note	1,995,000.00	2,011,572.91	5.43
Municipal Bond / Note	435,000.00	441,790.35	1.19
Federal Agency Collateralized Mortgage Obligation	352,115.55	358,573.83	0.97
Federal Agency Bond / Note	3,085,000.00	3,134,216.26	8.46
Corporate Note	7,380,000.00	7,466,076.15	20.15
Certificate of Deposit	4,390,000.00	4,411,479.64	11.90
Managed Account Sub-Total	36,767,115.55	37,059,910.22	100.00%
Accrued Interest		216,606.10	
Total Portfolio	36,767,115.55	37,276,516.32	
Unsettled Trades	0.00	0.00	

Sector Allocation



Maturity Distribution



Characteristics

Yield to Maturity at Cost	2.46%
Yield to Maturity at Market	1.94%
Duration to Worst	2.45
Weighted Average Days to Maturity	941



CITY OF LAKEWOOD - 51260100

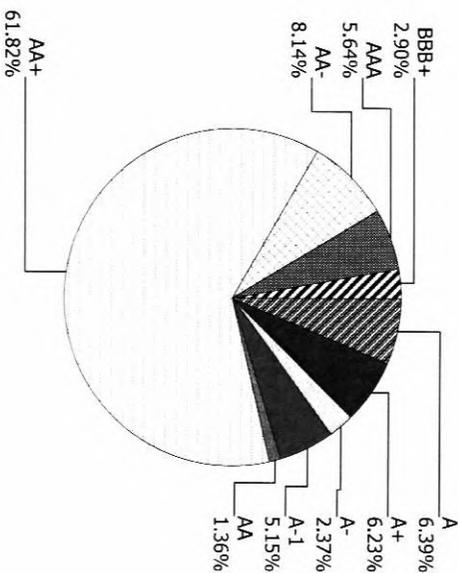
Managed Account Issuer Summary

For the Month Ending June 30, 2019

Issuer Summary

Issuer	Market Value of Holdings	Percent
3M COMPANY	405,104.25	1.09
AMERICAN EXPRESS CO	174,790.70	0.47
AMERICAN HONDA FINANCE	235,728.45	0.64
BANK OF AMERICA CO	349,576.50	0.94
BANK OF MONTREAL	553,824.70	1.49
BANK OF NOVA SCOTIA	554,613.40	1.50
CALIFORNIA ST	441,790.35	1.19
CATERPILLAR INC	361,073.18	0.97
CHARLES SCHWAB	178,388.70	0.48
CITIGROUP INC	352,259.65	0.95
CREDIT AGRICOLE SA	366,888.88	0.99
DEERE & COMPANY	327,089.61	0.88
EXXON MOBIL CORP	176,453.55	0.48
FANNIE MAE	2,029,880.55	5.48
FEDERAL HOME LOAN BANKS	1,300,946.34	3.51
FREDDIE MAC	161,963.20	0.44
GENERAL DYNAMICS CORP	211,041.39	0.57
GOLDMAN SACHS GROUP INC	371,378.00	1.00
HERSHEY COMPANY	137,312.01	0.37
HOME DEPOT INC	272,789.75	0.74
INTEL CORPORATION	174,371.23	0.47
INTER-AMERICAN DEVELOPMENT BANK	766,256.41	2.07
INTERNATIONAL FINANCE CORPORATION	377,650.13	1.02
INTL BANK OF RECONSTRUCTION AND DEV	867,666.37	2.34
JOHNSON & JOHNSON	80,069.12	0.22
JP MORGAN CHASE & CO	530,382.30	1.43
MASTERCARD INC	184,780.05	0.50
MORGAN STANLEY	175,327.95	0.47
NATIONAL RURAL UTILITIES CO FINANCE CORP	156,835.20	0.42
PACCAR FINANCIAL CORP	221,025.30	0.60
PEIZER INC	239,702.35	0.65
ROYAL BANK OF CANADA	560,869.65	1.51

Credit Quality (S&P Ratings)





CITY OF LAKEWOOD - 51260100

Managed Account Issuer Summary

For the Month Ending June 30, 2019

Issuer	Market Value of Holdings	Percent
SKANDINAVISKA ENSKILDA BANKEN AB	724,530.93	1.96
SWEDBANK AB	373,894.50	1.01
THE BANK OF NEW YORK MELLON CORPORATION	351,867.95	0.95
THE WALT DISNEY CORPORATION	348,663.00	0.94
TOYOTA MOTOR CORP	485,793.93	1.31
UBS AG	627,765.63	1.69
UNILEVER PLC	378,806.25	1.02
UNITED PARCEL SERVICE INC	219,635.68	0.59
UNITED STATES TREASURY	19,236,201.08	51.91
VISA INC	100,156.90	0.27
WAL-MART STORES INC	265,673.20	0.72
WESTPAC BANKING CORP	649,091.95	1.75
Total	\$37,059,910.22	100.00%



Managed Account Detail of Securities Held

For the Month Ending June 30, 2019

CITY OF LAKEWOOD - 51260100

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
US TREASURY NOTES DTD 11/30/2015 1.625% 11/30/2020	912828M98	255,000.00	AA+	Aaa	11/01/17	11/03/17	253,894.34	1.77	350.97	254,484.11	254,193.18
US TREASURY NOTES DTD 01/31/2016 1.375% 01/31/2021	912828N89	450,000.00	AA+	Aaa	01/02/18	01/04/18	441,000.00	2.05	2,580.97	445,296.39	446,836.05
US TREASURY NOTES DTD 06/02/2014 2.000% 05/31/2021	912828WN6	1,750,000.00	AA+	Aaa	06/04/18	06/06/18	1,718,896.48	2.62	2,964.48	1,729,763.56	1,757,519.75
US TREASURY NOTES DTD 08/15/2018 2.750% 08/15/2021	9128284W7	275,000.00	AA+	Aaa	10/02/18	10/04/18	273,958.01	2.89	2,841.16	274,223.27	280,682.60
US TREASURY NOTES DTD 08/15/2018 2.750% 08/15/2021	9128284W7	325,000.00	AA+	Aaa	10/01/18	10/03/18	323,730.47	2.89	3,357.73	324,054.31	331,715.80
US TREASURY NOTES DTD 08/15/2018 2.750% 08/15/2021	9128284W7	375,000.00	AA+	Aaa	09/10/18	09/12/18	374,721.68	2.78	3,874.31	374,799.00	382,749.00
US TREASURY NOTES DTD 08/15/2018 2.750% 08/15/2021	9128284W7	600,000.00	AA+	Aaa	09/26/18	09/28/18	597,445.31	2.91	6,198.90	598,104.16	612,398.40
UNITED STATES TREASURY NOTES DTD 10/15/2018 2.875% 10/15/2021	9128285F3	725,000.00	AA+	Aaa	12/11/18	12/12/18	727,067.38	2.77	4,385.16	726,690.89	743,436.75
US TREASURY NOTES DTD 01/31/2017 1.875% 01/31/2022	912828V72	2,100,000.00	AA+	Aaa	01/07/19	01/09/19	2,061,773.44	2.50	16,424.38	2,067,558.49	2,107,383.60
US TREASURY N/B NOTES DTD 06/01/2015 1.875% 05/31/2022	912828XD7	1,200,000.00	AA+	Aaa	06/03/19	06/05/19	1,201,687.50	1.83	1,905.74	1,201,648.43	1,205,437.20
US TREASURY NOTES DTD 08/15/2012 1.625% 08/15/2022	912828T19	750,000.00	AA+	Aaa	03/12/19	03/13/19	730,253.91	2.43	4,578.73	731,944.24	747,714.75
US TREASURY N/B NOTES DTD 11/02/2015 1.875% 10/31/2022	912828M49	750,000.00	AA+	Aaa	03/12/19	03/13/19	735,585.94	2.43	2,369.23	736,743.32	753,633.00
US TREASURY NOTES DTD 03/31/2016 1.500% 03/31/2023	912828O29	750,000.00	AA+	Aaa	03/12/19	03/13/19	723,076.17	2.44	2,827.87	724,994.37	743,760.00



Managed Account Detail of Securities Held

For the Month Ending June 30, 2019

CITY OF LAKEWOOD - 51260100

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
US TREASURY N/B NOTES DTD 05/31/2016 1.625% 05/31/2023	912828R69	750,000.00	AA+	Aaa	03/12/19	03/13/19	725,683.59	2.44	1,032.27	727,352.93	747,041.25
US TREASURY NOTES DTD 06/30/2016 1.375% 06/30/2023	912828S35	500,000.00	AA+	Aaa	06/17/19	06/18/19	490,781.25	1.85	18.68	490,861.25	493,066.50
US TREASURY NOTES DTD 08/01/2016 1.250% 07/31/2023	912828S92	1,000,000.00	AA+	Aaa	06/24/19	06/26/19	981,015.63	1.73	5,214.09	981,078.04	980,781.00
US TREASURY NOTES DTD 08/31/2016 1.375% 08/31/2023	9128282D1	1,800,000.00	AA+	Aaa	06/03/19	06/05/19	1,764,632.81	1.86	8,272.42	1,765,205.10	1,773,844.20
US TREASURY NOTES DTD 01/03/2017 2.250% 12/31/2023	912828V23	650,000.00	AA+	Aaa	04/02/19	04/04/19	648,654.30	2.30	39.74	648,729.72	664,015.30
UNITED STATES TREASURY NOTES DTD 02/28/2019 2.375% 02/29/2024	9128286G0	550,000.00	AA+	Aaa	03/05/19	03/07/19	545,337.89	2.56	4,366.00	545,617.25	565,490.20
US TREASURY N/B DTD 03/31/2017 2.125% 03/31/2024	912828W71	650,000.00	AA+	Aaa	04/02/19	04/04/19	644,998.05	2.29	3,471.99	645,227.32	660,867.35
US TREASURY N/B NOTES DTD 05/01/2017 2.000% 04/30/2024	912828X70	1,200,000.00	AA+	Aaa	05/09/19	05/10/19	1,186,078.13	2.25	4,043.48	1,186,455.06	1,213,077.60
US TREASURY NOTES DTD 05/15/2014 2.500% 05/15/2024	912828WJ5	725,000.00	AA+	Aaa	06/03/19	06/05/19	745,447.27	1.90	2,314.88	745,167.91	749,893.60
Security Type Sub-Total		19,130,000.00					18,896,539.86	2.32	93,764.67	18,926,606.06	19,236,201.08
Supra-National Agency Bond / Note											
INTL BANK OF RECONSTRUCTION AND DEV NOTE DTD 09/19/2017 1.561% 09/12/2020	45950UP32	350,000.00	AAA	Aaa	09/12/17	09/19/17	349,160.00	1.64	1,654.23	349,657.63	348,240.55
INTER-AMERICAN DEVELOPMENT BANK DTD 11/08/2013 2.125% 11/09/2020	4581X0CD8	345,000.00	AAA	Aaa	10/02/17	10/10/17	348,197.84	1.81	1,058.96	346,429.62	345,855.60
INTERNATIONAL FINANCE CORPORATION NOTE DTD 03/16/2018 2.635% 03/09/2021	45950VLO7	375,000.00	AAA	Aaa	03/09/18	03/16/18	374,718.75	2.66	3,074.17	374,837.30	377,650.13



Managed Account Detail of Securities Held

For the Month Ending June 30, 2019

CITY OF LAKEWOOD - 51260100

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	S&P Par Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Supra-National Agency Bond / Note											
INTER-AMERICAN DEVELOPMENT BANK NOTE	04/19/2018 2.625%	4581X0DB1	AAA	Aaa	04/12/18	04/19/18	414,087.00	2.70	2,178.75	414,443.65	420,400.81
INTL BANK OF RECONSTRUCTION AND DEV NOTE	04/19/2018 2.625%	459058GH0	AAA	Aaa	07/18/18	07/25/18	508,806.60	2.83	6,155.42	509,167.62	519,425.82
Security Type Sub-Total											
							1,994,970.19	2.39	14,121.53	1,994,535.82	2,011,572.91
Municipal Bond / Note											
CA ST TXBL GO BONDS	04/25/2018 2.800%	13063DGA0	AA-	Aa3	04/18/18	04/25/18	435,017.40	2.80	3,045.00	435,007.61	441,790.35
Security Type Sub-Total											
							435,017.40	2.80	3,045.00	435,007.61	441,790.35
Federal Agency Collateralized Mortgage Obligation											
FANNIE MAE SERIES 2015-M13 ASQ2	10/01/2015 1.646%	3136A0D00	AA+	Aaa	10/07/15	10/30/15	604.17	1.08	0.82	598.18	597.08
FNA 2018-M5 A2	04/01/2018 3.560%	3136B1XP4	AA+	Aaa	04/11/18	04/30/18	196,060.01	2.27	570.30	194,720.77	196,013.55
FHMS KPO5 A	12/01/2018 3.203%	3137FKK39	AA+	Aaa	12/07/18	12/17/18	159,280.65	3.11	425.15	159,280.65	161,963.20
Security Type Sub-Total											
							352,115.55	2.65	996.27	354,599.60	358,573.83
Federal Agency Bond / Note											
FNMA NOTES	08/01/2017 1.500%	3135G0T60	AA+	Aaa	08/31/17	09/01/17	725,188.50	1.49	4,561.46	725,071.85	721,380.80
FANNIE MAE NOTES	11/01/2018 2.875%	3135G0U84	AA+	Aaa	11/02/18	11/06/18	723,970.50	2.95	3,531.86	724,304.30	734,205.33
FEDERAL HOME LOAN BANKS NOTES	10/12/2018 3.000%	3130AF5B9	AA+	Aaa	11/02/18	11/06/18	724,579.50	3.02	4,772.92	724,677.41	744,311.10



Managed Account Detail of Securities Held

For the Month Ending June 30, 2019

CITY OF LAKEWOOD - 51260100

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	S&P Par Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
FANNIE MAE NOTES	DTD 01/11/2019 2.625% 01/11/2022	313560U92	AA+	Aaa	01/09/19	01/11/19	369,733.60	2.65	4,586.46	369,774.17	377,683.79
FHLB BONDS	DTD 02/15/2019 2.500% 02/13/2024	3130AFW94	AA+	Aaa	02/14/19	02/15/19	538,088.40	2.58	5,100.00	538,224.49	556,635.24
Security Type Sub-Total							3,081,560.50	2.53	22,552.70	3,082,052.22	3,134,216.26

Corporate Note

TOYOTA MOTOR CREDIT CORP	DTD 04/17/2017 1.950% 04/17/2020	89236TDU6	AA-	Aa3	04/12/17	04/17/17	120,036.00	1.94	481.00	120,009.73	119,769.60
TOYOTA MOTOR CREDIT CORP	DTD 04/17/2017 1.950% 04/17/2020	89236TDU6	AA-	Aa3	04/11/17	04/17/17	254,882.70	1.97	1,022.13	254,968.29	254,510.40
INTEL CORP NOTES	DTD 05/11/2017 1.850% 05/11/2020	458140AZ3	A+	A1	05/08/17	05/11/17	174,933.50	1.86	449.65	174,980.54	174,371.23
GENERAL DYNAMICS CORP	DTD 05/11/2018 2.875% 05/11/2020	369550BA5	A+	A2	05/08/18	05/11/18	209,256.60	3.06	838.54	209,674.67	211,041.39
HOME DEPOT INC CORP NOTES	DTD 06/05/2017 1.800% 06/05/2020	437076BO4	A	A2	05/24/17	06/05/17	164,904.30	1.82	214.50	164,969.86	164,427.12
WALT DISNEY COMPANY CORP NOTES	DTD 06/06/2017 1.800% 06/05/2020	25468PDU7	A	A2	06/01/17	06/06/17	349,594.00	1.84	455.00	349,871.95	348,663.00
AMERICAN HONDA FINANCE CORP NOTES	DTD 07/16/2018 3.000% 06/16/2020	02665WCH2	A	A2	07/11/18	07/16/18	99,865.00	3.07	125.00	99,930.74	100,700.10
JOHN DEERE CAPITAL CORP NOTES	DTD 06/22/2017 1.950% 06/22/2020	24422ETS8	A	A2	06/19/17	06/22/17	74,954.25	1.97	36.56	74,984.84	74,807.55
AMERICAN HONDA FINANCE CORP NOTES	DTD 07/20/2017 1.950% 07/20/2020	02665WBT7	A	A2	07/17/17	07/20/17	84,914.15	1.98	741.27	84,969.30	84,722.65
BNY MELLON CORP NOTE (CALLABLE)	DTD 08/17/2015 2.600% 08/17/2020	06406HDD8	A	A1	02/16/18	02/21/18	174,140.75	2.81	1,693.61	174,603.65	175,906.15
CATERPILLAR FINL SERVICE NOTE	DTD 09/07/2017 1.850% 09/04/2020	149130Z2A6	A	A3	09/05/17	09/07/17	259,781.60	1.88	1,563.25	259,912.73	259,084.28



Managed Account Detail of Securities Held

For the Month Ending June 30, 2019

CITY OF LAKEWOOD - 51260100

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
CITIGROUP INC CORP NOTES	DTD 10/26/2015 2.650% 10/26/2020	172967KBB6	200,000.00	BBB+	A3	09/22/17	09/26/17	202,224.00	2.27	956.94	200,971.16	200,704.00
AMERICAN EXPRESS CO CORP (CALLABLE) NOTE	DTD 10/30/2017 2.200% 10/30/2020	025816BP3	175,000.00	BBB+	A3	10/23/17	10/30/17	174,772.50	2.25	652.36	174,897.26	174,790.70
JOHNSON & JOHNSON CORP NOTE	DTD 11/10/2017 1.950% 11/10/2020	478160CH5	80,000.00	AAA	Aaa	11/08/17	11/10/17	79,914.40	1.99	221.00	79,960.63	80,069.12
PACCAR FINANCIAL CORP NOTES	DTD 11/13/2017 2.050% 11/13/2020	69371RN85	100,000.00	A+	A1	11/06/17	11/13/17	99,991.00	2.05	273.33	99,995.83	99,923.70
VISA INC (CALLABLE) CORP NOTES	DTD 12/14/2015 2.200% 12/14/2020	92826CAB8	100,000.00	AA-	Aa3	08/25/17	08/30/17	101,100.00	1.85	103.89	100,478.73	100,156.90
JOHN DEERE CAPITAL CORP NOTES	DTD 01/08/2018 2.350% 01/08/2021	24422ETZ2	75,000.00	A	A2	01/03/18	01/08/18	74,961.00	2.37	846.98	74,979.90	75,223.88
AMERICAN HONDA FINANCE	DTD 02/15/2018 2.650% 02/12/2021	02665WCD1	50,000.00	A	A2	02/12/18	02/15/18	49,930.00	2.70	511.60	49,961.52	50,305.70
PACCAR FINANCIAL CORP NOTES	DTD 02/27/2018 2.800% 03/01/2021	69371RN93	120,000.00	A+	A1	02/22/18	02/27/18	119,941.20	2.82	1,120.00	119,966.71	121,101.60
JOHN DEERE CAPITAL CORP NOTES	DTD 03/13/2018 2.875% 03/12/2021	24422EUD9	175,000.00	A	A2	03/08/18	03/13/18	174,881.00	2.90	1,523.35	174,931.33	177,058.18
NATIONAL RURAL UTIL COOP NOTE	DTD 02/26/2018 2.900% 03/15/2021	63743HER9	155,000.00	A	A2	02/21/18	02/26/18	154,827.95	2.94	1,323.53	154,901.16	156,835.20
UNILEVER CAPITAL CORP NOTES	DTD 03/22/2018 2.750% 03/22/2021	904764AZ0	375,000.00	A+	A1	03/19/18	03/22/18	373,083.75	2.93	2,835.94	373,878.35	378,806.25
UNITED PARCEL SERVICE CORPORATE BOND	DTD 11/14/2017 2.050% 04/01/2021	911312BP0	220,000.00	A+	A1	11/09/17	11/14/17	219,652.40	2.10	1,127.50	219,815.95	219,635.68
TOYOTA MOTOR CREDIT CORP NOTES	DTD 04/13/2018 2.950% 04/13/2021	89236TEU5	110,000.00	AA-	Aa3	04/10/18	04/13/18	109,956.00	2.96	703.08	109,973.39	111,513.93



Managed Account Detail of Securities Held

For the Month Ending June 30, 2019

CITY OF LAKEWOOD - 51260100

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	S&P Par Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
BANK OF NEW YORK MELLON CORP (CALLABLE)	DTD 02/19/2016 2.500% 04/15/2021	06406FAA1	A	A1	02/14/18	02/16/18	172,723.25	2.93	923.61	173,689.65	175,961.80
MORGAN STANLEY CORP NOTES	DTD 04/21/2016 2.500% 04/21/2021	61746BEA0	BBB+	A3	02/13/18	02/15/18	172,060.00	3.06	850.69	173,300.75	175,327.95
HERSHEY COMPANY CORP NOTES	DTD 05/10/2018 3.100% 05/15/2021	427866BA5	A	A1	05/03/18	05/10/18	134,906.85	3.12	534.75	134,940.86	137,312.01
CHARLES SCHWAB CORP NOTES	DTD 05/22/2018 3.250% 05/21/2021	808513AW5	A	A2	05/17/18	05/22/18	174,994.75	3.25	631.94	174,996.55	178,388.70
WAL-MART STORES INC CORP NOTES	DTD 06/27/2018 3.125% 06/23/2021	93114ZEI8	AA	Aa2	06/20/18	06/27/18	259,987.00	3.13	180.56	259,990.81	265,673.20
CATERPILLAR FINANCIAL SERVICES CORP CORP	DTD 09/07/2018 3.150% 09/07/2021	14913OZN8	A	A3	09/04/18	09/07/18	99,923.00	3.18	997.50	99,943.27	101,988.90
3M COMPANY	DTD 09/14/2018 3.000% 09/14/2021	88579YBA8	AA-	A1	09/11/18	09/14/18	89,815.50	3.07	802.50	89,862.95	91,705.95
PFIZER INC CORP NOTE	DTD 09/07/2018 3.000% 09/15/2021	717081EM1	AA	A1	09/04/18	09/07/18	234,682.75	3.05	2,075.83	234,764.90	239,702.35
BANK OF AMERICA CORP (CALLABLE)	DTD 09/18/2017 2.328% 10/01/2021	06051GGS2	A-	A2	09/22/17	09/26/17	134,784.00	2.37	785.70	134,876.32	134,836.65
BANK OF AMERICA CORP (CALLABLE)	DTD 09/18/2017 2.328% 10/01/2021	06051GGS2	A-	A2	09/13/17	09/18/17	215,000.00	2.33	1,251.30	215,000.00	214,739.85
CITIGROUP INC CORP (CALLABLE) NOTE	DTD 12/08/2016 2.900% 12/08/2021	172967LC3	BBB+	A3	01/15/19	01/17/19	147,271.50	3.57	277.92	147,686.27	151,555.65
HOME DEPOT INC	DTD 12/06/2018 3.250% 03/01/2022	437076BV3	A	A2	11/27/18	12/06/18	104,712.30	3.34	1,137.50	104,757.89	108,362.63
EXXON MOBIL CORP (CALLABLE) NOTE	DTD 03/06/2015 2.397% 03/06/2022	30231GAI1	AA+	Aaa	11/26/18	11/28/18	169,687.00	3.38	1,339.99	170,610.10	176,453.55



Managed Account Detail of Securities Held

For the Month Ending June 30, 2019

CITY OF LAKEWOOD - 51260100

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
JPMORGAN CHASE & CO CORP NOTES	DTD 05/18/2016 2.700% 05/18/2023	46625HRL6	A-	A2	04/02/19	04/04/19	519,408.75	2.98	1,693.13	519,728.10	530,382.30
3M COMPANY	DTD 09/14/2018 3.250% 02/14/2024	88579YBB6	AA-	A1	06/17/19	06/19/19	311,115.00	2.40	3,710.42	311,040.88	313,398.30
GOLDMAN SACHS CORP NOTES	DTD 03/03/2014 4.000% 03/03/2024	38141GVM3	BBB+	A3	04/02/19	04/04/19	360,251.50	3.35	4,588.89	359,788.59	371,378.00
MASTERCARD INC CORP NOTES	DTD 03/31/2014 3.375% 04/01/2024	57636OAB0	A+	A1	04/02/19	04/04/19	180,498.50	2.70	1,476.56	180,248.20	184,780.05
Security Type Sub-Total							7,380,000.00	2.65	43,078.80	7,388,814.31	7,466,076.15

Certificate of Deposit											
SKANDINAVISKA ENSKILDA BANKEN NY CD	DTD 08/04/2017 1.840% 08/02/2019	83050FXT3	A-1	P-1	08/03/17	08/04/17	724,717.25	1.85	5,521.28	724,987.57	724,530.93
UBS AG STAMFORD CT LT CD	DTD 03/06/2018 2.900% 03/02/2020	90275DHH8	A-1	P-1	03/02/18	03/06/18	625,000.00	2.93	5,991.32	625,000.00	627,765.63
BANK OF NOVA SCOTIA HOUSTON CD	DTD 06/07/2018 3.080% 06/05/2020	06417GU22	A-1	P-1	06/05/18	06/07/18	549,791.00	3.10	1,223.44	549,900.90	554,613.40
BANK OF MONTREAL CHICAGO CERT DEPOS	DTD 08/03/2018 3.190% 08/03/2020	06370REU9	A+	Aa2	08/01/18	08/03/18	550,000.00	3.23	16,180.39	550,000.00	553,824.70
WESTPAC BANKING CORP NY CD	DTD 08/07/2017 2.050% 08/03/2020	96121T4A3	AA-	Aa3	08/03/17	08/07/17	650,000.00	2.05	5,330.00	650,000.00	649,091.95
SWEDBANK (NEW YORK) CERT DEPOS	DTD 11/17/2017 2.270% 11/16/2020	87019U6D6	AA-	Aa2	11/16/17	11/17/17	375,000.00	2.30	1,087.71	375,000.00	373,894.50
CREDIT AGRICOLE CIB NY CERT DEPOS	DTD 04/04/2019 2.830% 04/02/2021	22535CDU2	A+	A1	04/03/19	04/04/19	365,000.00	2.85	2,524.99	365,000.00	366,888.88
ROYAL BANK OF CANADA NY CD	DTD 06/08/2018 3.240% 06/07/2021	78012UEE1	AA-	Aa2	06/07/18	06/08/18	550,000.00	3.24	1,188.00	550,000.00	560,869.65
Security Type Sub-Total							4,390,000.00	2.66	39,047.13	4,389,888.47	4,411,479.64



Managed Account Detail of Securities Held

For the Month Ending **June 30, 2019**

CITY OF LAKEWOOD - 51260100

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Managed Account Sub-Total			36,767,115.55					36,537,860.73	2.46	216,606.10	36,571,504.09	37,059,910.22
Securities Sub-Total			\$36,767,115.55					\$36,537,860.73	2.46%	\$216,606.10	\$36,571,504.09	\$37,059,910.22
Accrued Interest												\$216,606.10
Total Investments												\$37,276,516.32



Managed Account Fair Market Value & Analytics

For the Month Ending June 30, 2019

CITY OF LAKEWOOD - 51260100

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	Par	Broker	Next Call Date	Market Price	Market Value	Unreal G/L On Cost	Unreal G/L Amort Cost	Effective Duration	Duration to Worst at Mkt	YTM
US TREASURY NOTES	DTD 11/30/2015 1.625% 11/30/2020	912828M98	255,000.00	JPM_CHAS		99.68	254,193.18	298.84	(290.93)	1.39	1.39	1.85
US TREASURY NOTES	DTD 01/31/2016 1.375% 01/31/2021	912828N89	450,000.00	MORGAN_S		99.30	446,836.05	5,836.05	1,539.66	1.55	1.55	1.83
US TREASURY NOTES	DTD 06/02/2014 2.000% 05/31/2021	912828W6	1,750,000.00	JPM_CHAS		100.43	1,757,519.75	38,623.27	27,756.19	1.87	1.87	1.77
US TREASURY NOTES	DTD 08/15/2018 2.750% 08/15/2021	9128284W7	275,000.00	NOMURA		102.07	280,682.60	6,724.59	6,459.33	2.04	2.04	1.76
US TREASURY NOTES	DTD 08/15/2018 2.750% 08/15/2021	9128284W7	325,000.00	GOLDMAN		102.07	331,715.80	7,985.33	7,661.49	2.04	2.04	1.76
US TREASURY NOTES	DTD 08/15/2018 2.750% 08/15/2021	9128284W7	375,000.00	MERRILL		102.07	382,749.00	8,027.32	7,950.00	2.04	2.04	1.76
US TREASURY NOTES	DTD 08/15/2018 2.750% 08/15/2021	9128284W7	600,000.00	NOMURA		102.07	612,398.40	14,953.09	14,294.24	2.04	2.04	1.76
US TREASURY NOTES	DTD 08/15/2018 2.750% 08/15/2021	9128284W7	1,000,000.00	MERRILL		102.07	1,020,664.00	19,843.69	20,057.06	2.04	2.04	1.76
UNITED STATES TREASURY NOTES	DTD 10/15/2018 2.875% 10/15/2021	9128285F3	725,000.00	MERRILL		102.54	743,436.75	16,369.37	16,745.86	2.20	2.20	1.74
US TREASURY NOTES	DTD 01/31/2017 1.875% 01/31/2022	912828V72	2,100,000.00	CITIGRP		100.35	2,107,383.60	45,610.16	39,825.11	2.50	2.50	1.74
US TREASURY M/B NOTES	DTD 06/01/2015 1.875% 05/31/2022	912828XD7	1,200,000.00	BNP_PARI		100.45	1,205,437.20	3,749.70	3,788.77	2.83	2.83	1.71
US TREASURY NOTES	DTD 08/15/2012 1.625% 08/15/2022	912828TJ9	750,000.00	JPM_CHAS		99.70	747,714.75	17,460.84	15,770.51	3.02	3.02	1.73
US TREASURY M/B NOTES	DTD 11/02/2015 1.875% 10/31/2022	912828M49	750,000.00	BARCLAYS		100.48	753,633.00	18,047.06	16,889.68	3.21	3.21	1.72
US TREASURY NOTES	DTD 03/31/2016 1.500% 03/31/2023	912828O29	750,000.00	BARCLAYS		99.17	743,760.00	20,683.83	18,765.63	3.62	3.62	1.73
US TREASURY M/B NOTES	DTD 05/31/2016 1.625% 05/31/2023	912828R69	750,000.00	BARCLAYS		99.61	747,041.25	21,357.66	19,688.32	3.77	3.77	1.73
US TREASURY NOTES	DTD 06/30/2016 1.375% 06/30/2023	912828S35	500,000.00	BNP_PARI		98.61	493,066.50	2,285.25	2,205.25	3.87	3.87	1.74
US TREASURY NOTES	DTD 08/01/2016 1.250% 07/31/2023	912828S92	1,000,000.00	BARCLAYS		98.08	980,781.00	(234.63)	(297.04)	3.94	3.94	1.74



Managed Account Fair Market Value & Analytics

For the Month Ending June 30, 2019

CITY OF LAKEWOOD - 51260100

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	Par	Broker	Next Call Date	Market Price	Market Value	Unreal G/L On Cost	Unreal G/L Amort Cost	Effective Duration	Duration to Worst at Mkt	YTM
US TREASURY NOTES	DTD 08/31/2016 1.375% 08/31/2023	9128282D1	1,800,000.00	BNP_PARI		98.55	1,773,844.20	9,211.39	8,639.10	4.01	4.01	1.74
US TREASURY NOTES	DTD 01/03/2017 2.250% 12/31/2023	912828V23	650,000.00	BNP_PARI		102.16	664,015.30	15,361.00	15,285.58	4.27	4.27	1.75
UNITED STATES TREASURY NOTES	DTD 02/28/2019 2.375% 02/29/2024	9128286G0	550,000.00	BNP_PARI		102.82	565,490.20	20,152.31	19,872.95	4.38	4.38	1.74
US TREASURY N/B	DTD 03/31/2017 2.125% 03/31/2024	912828W71	650,000.00	MERRILL		101.67	660,867.35	15,869.30	15,640.03	4.48	4.48	1.76
US TREASURY N/B NOTES	DTD 05/01/2017 2.000% 04/30/2024	912828X70	1,200,000.00	BNP_PARI		101.09	1,213,077.60	26,999.47	26,622.54	4.58	4.58	1.76
US TREASURY NOTES	DTD 05/15/2014 2.500% 05/15/2024	912828WJ5	725,000.00	BNP_PARI		103.43	749,893.60	4,446.33	4,725.69	4.57	4.57	1.76
Security Type Sub-Total			19,130,000.00				19,236,201.08	339,661.22	309,595.02	3.14	3.14	1.75

Supra-National Agency Bond / Note	Security Type Sub-Total	Par	Broker	Next Call Date	Market Price	Market Value	Unreal G/L On Cost	Unreal G/L Amort Cost	Effective Duration	Duration to Worst at Mkt	YTM
INTL BANK OF RECONSTRUCTION AND DEV NOTE	45905UP32	350,000.00	HSBC		99.50	348,240.55	(919.45)	(1,417.08)	1.18	1.18	1.99
DTD 09/19/2017 1.561% 09/12/2020											
INTER-AMERICAN DEVELOPMENT BANK	4581X0CD8	345,000.00	HSBC		100.25	345,855.60	(2,342.24)	(574.02)	1.33	1.33	1.94
DTD 11/08/2013 2.125% 11/09/2020											
INTERNATIONAL FINANCE CORPORATION	45950VLO7	375,000.00	HSBC		100.71	377,650.13	2,931.38	2,812.83	1.64	1.64	2.21
NOTE											
DTD 03/16/2018 2.635% 03/09/2021											
INTER-AMERICAN DEVELOPMENT BANK	4581X0DB1	415,000.00	CITIGRP		101.30	420,400.81	6,313.81	5,957.16	1.75	1.75	1.89
NOTE											
DTD 04/19/2018 2.625% 04/19/2021											
INTL BANK OF RECONSTRUCTION AND DEV NOTE	459058GH0	510,000.00	MORGAN_S		101.85	519,425.82	10,619.22	10,258.20	1.98	1.98	1.83
DTD 07/25/2018 2.750% 07/23/2021											
Security Type Sub-Total		1,995,000.00				2,011,572.91	16,602.72	17,037.09	1.62	1.62	1.96

Municipal Bond / Note



Managed Account Fair Market Value & Analytics

For the Month Ending June 30, 2019

CITY OF LAKEWOOD - 51260100

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	Par	Broker	Next Call Date	Market Price	Market Value	Unreal G/L On Cost	Unreal G/L Amort Cost	Effective Duration	Duration to Worst at Mkt	YTM
CA ST TXBL GO BONDS		13063DGA0	435,000.00	JPM_CHAS		101.56	441,790.35	6,772.95	6,782.74	1.70	1.70	1.89
DTD 04/25/2018 2.8000% 04/01/2021												
Security Type Sub-Total			435,000.00				441,790.35	6,772.95	6,782.74	1.70	1.70	1.89

Federal Agency Collateralized Mortgage Obligation

FANNIE MAE SERIES 2015-M13 ASQ2		3136AOD00	598.18	MORGANST		99.82	597.08	(7.09)	(1.10)	0.08	0.17	2.09
DTD 10/01/2015 1.6466% 09/01/2019												
FMA 2018-M5 A2		3136B1XP4	192,236.24	JPM_CHAS		101.96	196,013.55	(46.46)	1,292.78	1.66	1.14	1.65
DTD 04/01/2018 3.5600% 09/25/2021												
FHMS KP05 A		3137FKK39	159,281.13	CSFB		101.68	161,963.20	2,682.55	2,682.55	1.71	2.03	2.28
DTD 12/01/2018 3.2030% 07/01/2023												
Security Type Sub-Total			352,115.55				358,573.83	2,629.00	3,974.23	1.68	1.54	1.93

Federal Agency Bond / Note

FNMA NOTES		3135GOT60	725,000.00	NOMURA		99.50	721,380.80	(3,807.70)	(3,691.05)	1.06	1.06	1.97
DTD 08/01/2017 1.5000% 07/30/2020												
FANNIE MAE NOTES		3135GOU84	725,000.00	TD		101.27	734,205.33	10,234.83	9,901.03	1.30	1.30	1.90
DTD 11/01/2018 2.8750% 10/30/2020												
FEDERAL HOME LOAN BANKS NOTES		3130AF5B9	725,000.00	CITIGRP		102.66	744,311.10	19,731.60	19,633.69	2.19	2.19	1.80
DTD 10/12/2018 3.0000% 10/12/2021												
FANNIE MAE NOTES		3135GOU92	370,000.00	NOMURA		102.08	377,683.79	7,950.19	7,909.62	2.41	2.41	1.78
DTD 01/11/2019 2.6250% 01/11/2022												
FHLB BONDS		3130AFW94	540,000.00	BARCLAYS		103.08	556,635.24	18,546.84	18,410.75	4.32	4.32	1.80
DTD 02/15/2019 2.5000% 02/13/2024												
Security Type Sub-Total			3,085,000.00				3,134,216.26	52,655.76	52,164.04	2.13	2.13	1.86

Corporate Note

TOYOTA MOTOR CREDIT CORP		89236TDU6	120,000.00	HSBC		99.81	119,769.60	(266.40)	(240.13)	0.78	0.78	2.19
DTD 04/17/2017 1.9500% 04/17/2020												
TOYOTA MOTOR CREDIT CORP		89236TDU6	255,000.00	MERRILL		99.81	254,510.40	(372.30)	(457.89)	0.78	0.78	2.19
DTD 04/17/2017 1.9500% 04/17/2020												



Managed Account Fair Market Value & Analytics

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Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	Par	Broker	Next Call Date	Market Price	Market Value	Unreal G/L On Cost	Unreal G/L Amort Cost	Effective Duration	Duration to Worst at Mkt	YTM
Corporate Note												
INTEL CORP NOTES	DTD 05/11/2017 1.850% 05/11/2020	458140AZ3	175,000.00	MORGAN_S		99.64	174,371.23	(562.27)	(609.31)	0.85	0.85	2.27
GENERAL DYNAMICS CORP	DTD 05/11/2018 2.875% 05/11/2020	369550BA5	210,000.00	MERRILL		100.50	211,041.39	1,784.79	1,366.72	0.85	0.85	2.29
HOME DEPOT INC CORP NOTES	DTD 06/05/2017 1.800% 06/05/2020	437076B04	165,000.00	JPM_CHAS		99.65	164,427.12	(477.18)	(542.74)	0.92	0.92	2.18
WALT DISNEY COMPANY CORP NOTES	DTD 06/06/2017 1.800% 06/05/2020	25468PDU7	350,000.00	DEUTSCHE		99.62	348,663.00	(931.00)	(1,208.95)	0.92	0.92	2.22
AMERICAN HONDA FINANCE CORP NOTES	DTD 07/16/2018 3.000% 06/16/2020	02665WCH2	100,000.00	SOCGEN		100.70	100,700.10	835.10	769.36	0.94	0.94	2.26
JOHN DEERE CAPITAL CORP NOTES	DTD 06/22/2017 1.950% 06/22/2020	24422ETS8	75,000.00	DEUTSCHE		99.74	74,807.55	(146.70)	(177.29)	0.96	0.96	2.22
AMERICAN HONDA FINANCE CORP NOTES	DTD 07/20/2017 1.950% 07/20/2020	02665WB7	85,000.00	BARCLAYS		99.67	84,722.65	(191.50)	(246.65)	1.03	1.03	2.26
BNY MELLON CORP NOTE (CALLABLE)	DTD 08/17/2015 2.600% 08/17/2020	06406HDD8	175,000.00	HSBC	07/17/20	100.52	175,906.15	1,765.40	1,302.50	1.05	1.02	2.13
CATERPILLAR FINL SERVICE NOTE	DTD 09/07/2017 1.850% 09/04/2020	1491302A6	260,000.00	BARCLAYS		99.65	259,084.28	(697.32)	(828.45)	1.15	1.15	2.15
CITIGROUP INC CORP NOTES	DTD 10/26/2015 2.650% 10/26/2020	172967KB6	200,000.00	GOLDMAN		100.35	200,704.00	(1,520.00)	(267.16)	1.29	1.29	2.38
AMERICAN EXPRESS CO CORP (CALLABLE) NOTE	DTD 10/30/2017 2.200% 10/30/2020	025816BP3	175,000.00	RBC	09/29/20	99.88	174,790.70	18.20	(106.56)	1.26	1.30	2.29
JOHNSON & JOHNSON CORP NOTE	DTD 11/10/2017 1.950% 11/10/2020	478160CH5	80,000.00	JPM_CHAS		100.09	80,069.12	154.72	108.49	1.33	1.33	1.88
PACCAR FINANCIAL CORP NOTES	DTD 11/13/2017 2.050% 11/13/2020	69371RN85	100,000.00	CITIGRP		99.92	99,923.70	(67.30)	(72.13)	1.34	1.34	2.11
VISA INC (CALLABLE) CORP NOTES	DTD 12/14/2015 2.200% 12/14/2020	92826CAB8	100,000.00	FIFTH_3R	11/14/20	100.16	100,156.90	(943.10)	(321.83)	1.38	1.34	2.09
JOHN DEERE CAPITAL CORP NOTES	DTD 01/08/2018 2.350% 01/08/2021	24422ETZ2	75,000.00	HSBC		100.30	75,223.88	262.88	243.98	1.47	1.47	2.15
AMERICAN HONDA FINANCE	DTD 02/15/2018 2.650% 02/12/2021	02665WCD1	50,000.00	MIZUHO		100.61	50,305.70	375.70	344.18	1.56	1.56	2.26



Managed Account Fair Market Value & Analytics

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Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	Par	Broker	Next Call Date	Market Price	Market Value	Unreal G/L On Cost	Unreal G/L Amort Cost	Effective Duration	Duration to Worst at Mkt	YTM
Corporate Note												
PACCAR FINANCIAL CORP NOTES	DTD 02/27/2018 2.800% 03/01/2021	69371RN93	120,000.00	JPM_CHAS		100.92	121,101.60	1,160.40	1,134.89	1.61	1.61	2.24
JOHN DEERE CAPITAL CORP NOTES	DTD 03/13/2018 2.875% 03/12/2021	24422EUD9	175,000.00	BARCLAYS		101.18	177,058.18	2,177.18	2,126.85	1.64	1.64	2.17
NATIONAL RURAL UTIL COOP NOTE	DTD 02/26/2018 2.900% 03/15/2021	63743HER9	155,000.00	RBC		101.18	156,835.20	2,007.25	1,934.04	1.65	1.65	2.19
UNILEVER CAPITAL CORP NOTES	DTD 03/22/2018 2.750% 03/22/2021	904764AZ0	375,000.00	CITIGRP		101.02	378,806.25	5,722.50	4,927.90	1.67	1.67	2.15
UNITED PARCEL SERVICE CORPORATE BOND	DTD 11/14/2017 2.050% 04/01/2021	911312BP0	220,000.00	JPM_CHAS		99.83	219,635.68	(16.72)	(180.27)	1.70	1.70	2.15
TOYOTA MOTOR CREDIT CORP NOTES	DTD 04/13/2018 2.950% 04/13/2021	89236TEU5	110,000.00	JPM_CHAS		101.38	111,513.93	1,557.93	1,540.54	1.72	1.72	2.16
BANK OF NEW YORK MELLON CORP (CALLABLE)	DTD 02/19/2016 2.500% 04/15/2021	06406FAA1	175,000.00	BNP_PARI	03/15/21	100.55	175,961.80	3,238.55	2,272.15	1.68	1.66	2.18
MORGAN STANLEY CORP NOTES	DTD 04/21/2016 2.500% 04/21/2021	61746BEA0	175,000.00	GOLDMAN		100.19	175,327.95	3,267.95	2,027.20	1.75	1.75	2.39
HERSHEY COMPANY CORP NOTES	DTD 05/10/2018 3.100% 05/15/2021	427866BA5	135,000.00	MERRILL		101.71	137,312.01	2,405.16	2,371.15	1.81	1.81	2.16
CHARLES SCHWAB CORP NOTES	DTD 05/22/2018 3.250% 05/21/2021	808513AW5	175,000.00	CSFB		101.94	178,388.70	3,393.95	3,392.15	1.82	1.82	2.20
WAL-MART STORES INC CORP NOTES	DTD 06/27/2018 3.125% 06/23/2021	931142EJ8	260,000.00	CITIGRP		102.18	265,673.20	5,686.20	5,682.39	1.92	1.92	2.00
CATERPILLAR FINANCIAL SERVICES CORP CORP	DTD 09/07/2018 3.150% 09/07/2021	149130ZN8	100,000.00	BARCLAYS		101.99	101,988.90	2,065.90	2,045.63	2.09	2.09	2.21
3M COMPANY	DTD 09/14/2018 3.000% 09/14/2021	88879YBA8	90,000.00	CITIGRP		101.90	91,705.95	1,890.45	1,843.00	2.11	2.11	2.11
PFIZER INC CORP NOTE	DTD 09/07/2018 3.000% 09/15/2021	717081EM1	235,000.00	CSFB		102.00	239,702.35	5,019.60	4,937.45	2.11	2.11	2.07
BANK OF AMERICA CORP (CALLABLE)	DTD 09/18/2017 2.328% 10/01/2021	06051GGS2	135,000.00	UBS	10/01/20	99.88	134,836.65	52.65	(39.67)	1.24	2.17	2.38



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Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	Par	Broker	Next Call Date	Market Price	Market Value	Unreal G/L On Cost	Unreal G/L Amort Cost	Effective Duration	Duration to Worst at Mkt	YTM
Corporate Note												
BANK OF AMERICA CORP (CALLABLE)	DTD 09/18/2017 2.3289% 10/01/2021	06051GGS2	215,000.00	MERRILL	10/01/20	99.88	214,739.85	(260.15)	(260.15)	1.24	2.17	2.38
CTTIGROUP INC CORP (CALLABLE) NOTE	DTD 12/08/2016 2.9009% 12/08/2021	172967LC3	150,000.00	RBC	11/08/21	101.04	151,555.65	4,284.15	3,869.38	2.29	2.26	2.46
HOME DEPOT INC	DTD 12/06/2018 3.250% 03/01/2022	437076BV3	105,000.00	JPM_CHAS		103.20	108,362.63	3,650.33	3,604.74	2.53	2.53	2.01
EXXON MOBIL CORP (CALLABLE) NOTE	DTD 03/06/2015 2.397% 03/06/2022	30231GAJ1	175,000.00	CTTIGRP	01/06/22	100.83	176,453.55	6,766.55	5,843.45	2.48	2.41	2.08
JPMORGAN CHASE & CO CORP NOTES	DTD 05/18/2016 2.7009% 05/18/2023	46625HRL6	525,000.00	JPM_CHAS		101.03	530,382.30	10,973.55	10,654.20	3.66	3.66	2.42
3M COMPANY	DTD 09/14/2018 3.2509% 02/14/2024	88579YBB6	300,000.00	MORGAN_S		104.47	313,398.30	2,283.30	2,357.42	4.24	4.24	2.23
GOLDMAN SACHS CORP NOTES	DTD 03/03/2014 4.0009% 03/03/2024	38141GVM3	350,000.00	GOLDMAN		106.11	371,378.00	11,126.50	11,589.41	4.22	4.22	2.60
MASTERCARD INC CORP NOTES	DTD 03/31/2014 3.3759% 04/01/2024	57636OAB0	175,000.00	DAIWA		105.59	184,780.05	4,281.55	4,531.85	4.36	4.36	2.13
Security Type Sub-Total			7,380,000.00				7,466,076.15	81,756.45	77,261.84	1.95	1.99	2.23

Certificate of Deposit												
SKANDINAVISKA ENSKILDA BANKEN NY CD	DTD 08/04/2017 1.8409% 08/02/2019	83050FTX3	725,000.00	BARCLAYS		99.94	724,530.93	(186.32)	(456.64)	0.09	0.09	2.47
UBS AG STAMFORD CT LT CD	DTD 03/06/2018 2.9009% 03/02/2020	90275DHH8	625,000.00	UBS		100.44	627,765.63	2,765.63	2,765.63	0.66	0.66	2.26
BANK OF NOVA SCOTIA HOUSTON CD	DTD 06/07/2018 3.0809% 06/05/2020	06417GU22	550,000.00	GOLDMAN		100.84	554,613.40	4,822.40	4,712.50	0.91	0.91	2.16
BANK OF MONTREAL CHICAGO CERT DEPOS	DTD 08/03/2018 3.1909% 08/03/2020	06370REU9	550,000.00	BMO		100.70	553,824.70	3,824.70	3,824.70	1.05	1.05	2.58
WESTPAC BANKING CORP NY CD	DTD 08/07/2017 2.0509% 08/03/2020	96121T4A3	650,000.00	JPM_CHAS		99.86	649,091.95	(908.05)	(908.05)	1.08	1.08	2.09
SWEDEBANK (NEW YORK) CERT DEPOS	DTD 11/17/2017 2.2709% 11/16/2020	87019U6D6	375,000.00	MERRILL		99.71	373,894.50	(1,105.50)	(1,105.50)	1.35	1.35	2.51



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Certificate of Deposit												
CREDIT AGRICOLE CIB NY CERT DEPOS		22535CDU2	365,000.00	CREDAG		100.52	366,888.88	1,888.88	1,888.88	1.70	1.70	2.55
DTD 04/04/2019 2.830% 04/02/2021												
ROYAL BANK OF CANADA NY CD		78012UEE1	550,000.00	RBC		101.98	560,869.65	10,869.65	10,869.65	1.87	1.87	2.19
DTD 06/08/2018 3.240% 06/07/2021												
Security Type Sub-Total			4,390,000.00				4,411,479.64	21,971.39	21,591.17	1.01	1.01	2.33
Managed Account Sub-Total			36,767,115.55				37,059,910.22	522,049.49	488,406.13	2.45	2.45	1.94
Securities Sub-Total			\$36,767,115.55				\$37,059,910.22	\$522,049.49	\$488,406.13	2.45	2.45	1.94%
Accrued Interest							\$216,606.10					
Total Investments							\$37,276,516.32					



Managed Account Security Transactions & Interest

For the Month Ending June 30, 2019

CITY OF LAKEWOOD - 51260100

Transaction Type	Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
BUY	06/03/19	06/05/19	US TREASURY NOTES DTD 05/15/2014 2.500% 05/15/2024	912828WJ5	725,000.00	(745,447.27)	(1,034.31)	(746,481.58)			
	06/03/19	06/05/19	US TREASURY N/B NOTES DTD 06/01/2015 1.875% 05/31/2022	912828XD7	1,200,000.00	(1,201,687.50)	(307.38)	(1,201,994.88)			
	06/03/19	06/05/19	US TREASURY NOTES DTD 08/31/2016 1.375% 08/31/2023	9128282D1	1,800,000.00	(1,764,632.81)	(6,523.78)	(1,771,156.59)			
	06/17/19	06/18/19	US TREASURY NOTES DTD 06/30/2016 1.375% 06/30/2023	912828S35	500,000.00	(490,781.25)	(3,209.60)	(493,990.85)			
	06/17/19	06/19/19	3M COMPANY DTD 09/14/2018 3.250% 02/14/2024	88579YBB6	300,000.00	(311,115.00)	(3,385.42)	(314,500.42)			
	06/24/19	06/26/19	US TREASURY NOTES DTD 08/01/2016 1.250% 07/31/2023	912828S92	1,000,000.00	(981,015.63)	(5,041.44)	(986,057.07)			
Transaction Type Sub-Total					5,525,000.00	(5,494,679.46)	(19,501.93)	(5,514,181.39)			

INTEREST

06/01/19	06/25/19	FHMS KP05 A DTD 12/01/2018 3.203% 07/01/2023	3137FKK39	160,204.25	0.00	427.61	427.61			
06/01/19	06/25/19	FNA 2018-M5 A2 DTD 04/01/2018 3.560% 09/25/2021	3136B1XP4	192,930.30	0.00	573.14	573.14			
06/01/19	06/25/19	FANNIE MAE SERIES 2015-M13 ASQ2 DTD 10/01/2015 1.646% 09/01/2019	3136A0D00	9,977.32	0.00	13.69	13.69			
06/03/19	06/03/19	MONEY MARKET FUND WALT DISNEY COMPANY CORP NOTES DTD 06/06/2017 1.800% 06/05/2020	MONEY0002	0.00	0.00	813.11	813.11			
06/05/19	06/05/19	HOME DEPOT INC CORP NOTES DTD 06/05/2017 1.800% 06/05/2020	25468PDU7	350,000.00	0.00	3,150.00	3,150.00			
06/05/19	06/05/19	BANK OF NOVA SCOTIA HOUSTON CD DTD 06/05/2017 1.800% 06/05/2020	06417GU22	550,000.00	0.00	8,470.00	8,470.00			
06/07/19	06/07/19	ROYAL BANK OF CANADA NY CD DTD 06/08/2018 3.240% 06/07/2021	78012UEE1	550,000.00	0.00	8,910.00	8,910.00			
06/08/19	06/08/19	CITIGROUP INC CORP (CALLABLE) NOTE DTD 12/08/2016 2.900% 12/08/2021	172967LC3	150,000.00	0.00	2,175.00	2,175.00			



Managed Account Security Transactions & Interest

For the Month Ending June 30, 2019

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Transaction Type	Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
INTEREST											
	06/14/19	06/14/19	VISA INC (CALLABLE) CORP NOTES	92826CAB8	100,000.00	0.00	1,100.00	1,100.00			
			DTD 12/14/2015 2.200% 12/14/2020								
	06/16/19	06/16/19	AMERICAN HONDA FINANCE CORP NOTES	02665WCH2	100,000.00	0.00	1,500.00	1,500.00			
			DTD 07/16/2018 3.000% 06/16/2020								
	06/22/19	06/22/19	JOHN DEERE CAPITAL CORP NOTES	24422ETS8	75,000.00	0.00	731.25	731.25			
			DTD 06/22/2017 1.950% 06/22/2020								
	06/23/19	06/23/19	WAL-MART STORES INC CORP NOTES	93114ZEB8	260,000.00	0.00	4,062.50	4,062.50			
			DTD 06/27/2018 3.125% 06/23/2021								
	06/30/19	06/30/19	US TREASURY NOTES	912828V23	650,000.00	0.00	7,312.50	7,312.50			
			DTD 01/03/2017 2.250% 12/31/2023								
	06/30/19	06/30/19	US TREASURY NOTES	912828S35	500,000.00	0.00	3,437.50	3,437.50			
			DTD 06/30/2016 1.375% 06/30/2023								
Transaction Type Sub-Total					3,813,111.87	0.00	44,161.30	44,161.30			
PAYDOWNS											
	06/01/19	06/25/19	FNA 2018-M5 A2	3136B1XP4	694.06	694.06	0.00	694.06	(13.81)	0.00	
			DTD 04/01/2018 3.560% 09/25/2021								
	06/01/19	06/25/19	FHMS KP05 A	3137FKK39	923.12	923.12	0.00	923.12	0.00	0.00	
			DTD 12/01/2018 3.203% 07/01/2023								
	06/01/19	06/25/19	FANNIE MAE SERIES 2015-M13 ASQ2	3136AOD00	9,379.14	9,379.14	0.00	9,379.14	(93.93)	0.00	
			DTD 10/01/2015 1.646% 09/01/2019								
Transaction Type Sub-Total					10,996.32	10,996.32	0.00	10,996.32	(107.74)	0.00	
SELL											
	06/03/19	06/05/19	US TREASURY NOTES	912828XH8	1,800,000.00	1,790,367.19	12,604.97	1,802,972.16	(16,101.56)	(11,966.89)	FIFO
			DTD 06/30/2015 1.625% 06/30/2020								
	06/03/19	06/05/19	NORDEA BANK AB NY CD	65590ASN7	725,000.00	725,884.23	5,751.67	731,635.90	884.23	884.23	FIFO
			DTD 02/22/2018 2.720% 02/20/2020								
	06/03/19	06/05/19	US TREASURY NOTES	912828N48	1,200,000.00	1,196,484.38	9,049.72	1,205,534.10	2,203.13	(555.39)	FIFO
			DTD 12/31/2015 1.750% 12/31/2020								
	06/17/19	06/18/19	US TREASURY NOTES	912828L99	100,000.00	99,218.75	183.08	99,401.83	203.12	(332.30)	FIFO
			DTD 10/31/2015 1.375% 10/31/2020								



Managed Account Security Transactions & Interest

For the Month Ending June 30, 2019

CITY OF LAKEWOOD - 51260100

Transaction Type	Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
SELL	06/17/19	06/18/19	US TREASURY NOTES DTD 07/31/2015 1.625% 07/31/2020	912828XM7	250,000.00	248,916.02	1,548.69	250,464.71	(1,240.23)	(1,142.21)	FIFO
	06/19/19	06/19/19	US TREASURY NOTES DTD 01/31/2016 1.375% 01/31/2021	912828N89	300,000.00	297,199.22	1,583.91	298,783.13	3,199.22	399.37	FIFO
	06/24/19	06/26/19	HSBC USA INC NOTES DTD 03/05/2015 2.350% 03/05/2020	40428HPR7	125,000.00	124,976.25	905.73	125,881.98	1,568.75	555.45	FIFO
	06/24/19	06/26/19	EXXON MOBIL (CALLABLE) CORP NOTE DTD 03/06/2015 1.912% 03/06/2020	30231GAG7	175,000.00	174,728.75	1,022.39	175,751.14	(1,158.50)	(494.00)	FIFO
	06/24/19	06/26/19	WALT DISNEY COMPANY CORP NOTES DTD 03/06/2017 1.950% 03/04/2020	25468PDP8	70,000.00	69,862.10	424.67	70,286.77	(119.70)	(133.61)	FIFO
	06/24/19	06/26/19	AMERICAN EXPRESS CREDIT (CALLABLE) NOTE DTD 03/03/2017 2.200% 03/03/2020	0258M0EE5	215,000.00	214,716.20	1,484.69	216,200.89	(60.20)	(231.39)	FIFO
	06/24/19	06/26/19	JOHN DEERE CAPITAL CORP NOTES DTD 03/15/2017 2.200% 03/13/2020	24422ET02	145,000.00	144,937.65	912.69	145,850.34	50.75	(34.70)	FIFO
Transaction Type Sub-Total					5,105,000.00	5,087,290.74	35,472.21	5,122,762.95	(10,570.99)	(13,051.44)	
Managed Account Sub-Total						(396,392.40)	60,131.58	(336,260.82)	(10,678.73)	(13,051.44)	
Total Security Transactions						(\$396,392.40)	\$60,131.58	(\$336,260.82)	(\$10,678.73)	(\$13,051.44)	

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COUNCIL AGENDA

July 23, 2019

TO: The Honorable Mayor and City Council

SUBJECT: Purchase a Replacement Vermeer Chipper for Public Works – Tree Division

INTRODUCTION

The Director of Public Works has determined a need to replace the City’s current wood chipper, acquired in 2001, which will become unusable when its Portable Equipment Registration Program (PERP) permit expires on December 31, 2019.

STATEMENT OF FACT

The Fleet Manager has identified the 2019 Vermeer BC1000XL as meeting required specifications. Vermeer Corporation is a privately held manufacturer of industrial and agricultural equipment. The company distributes products globally from seven production facilities and offices in Pella, Iowa and maintains multiple locations worldwide.

The city’s purchasing policy authorizes the purchase through any governmental entity or cooperative that substantially adheres to our procedures for the purchase of supplies and equipment.

Sourcewell Cooperative Purchasing Program (formerly the National Joint Powers Alliance) is a self-supporting government organization offering a cooperative purchasing program with over 200 awarded vendors on contract. On behalf of its 50,000 members, Sourcewell conducts competitive solicitations, awarding to the most responsive and responsible vendors at the manufacturer level.

The Purchasing Officer obtained a quotation from RDO Equipment Co., the authorized dealer of Vermeer in Los Angeles, by way of the city’s participation in the Sourcewell Cooperative Purchasing Program. The total amount for the chipper is \$43,783.79, including California Air Resources Board (CARB) registration, all necessary accessories, sales tax, and delivery.

The FY 2019-20 Adopted Budget includes funds for the replacement chipper. Furthermore, the cost to the city may be reduced by any proceeds realized from the sale of the current chipper at auction.

STAFF RECOMMENDATION

It is recommended that the City Council authorize the purchase of a 2019 Vermeer BC1000XL chipper at the proposed contract price of \$43,783.79 from the RDO Equipment Co. of Rancho Dominguez, CA.

Jose Gomez 
Director of Finance and Administrative Services


Thaddeus McCormack
City Manager

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COUNCIL AGENDA

July 23, 2019

TO: The Honorable Mayor and City Council

SUBJECT: Adopt a Resolution Appointing a Member and Alternates to the Governing Board of the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority

INTRODUCTION

The City of Lakewood joined the Los Angeles Gateway Region Integrated Water Management Authority and Joint Powers Authority on July 24, 2007.

STATEMENT OF FACT

Currently, Director of Public Works Lisa Rapp is the primary board member, and Director of Water Resources Jason Wen, Public Works Environmental Programs Manager Konya Vivanti, and Water Administration Manager Toyasha Sebbag serve as the alternates.

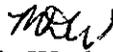
In accordance to GWMA's Bylaws adopted on October 12, 2015, all non-Legislative Body appointments to the GWMA Board must be done by Resolution. Legislative Body appointments may be done by minute order.

GWMA Board Members and alternate Board Members serve two-year terms beginning October 1st of each odd-numbered year and concluding on September 30th two years later. The draft resolution attached to this report would designate a Board Member and alternate Board Member(s) to serve continuously across successive two-year terms such that the governing body need not re-appoint the same persons to the GWMA Board every two years, unless the governing body desires to change its designated Board Member and/or alternate Board Member or must otherwise fill a vacancy.

RECOMMENDATION

Staff recommends the following action:

1. Approval of the proposed resolution appointing one primary board member and three alternate board members representing Lakewood with Gateway Region Integrated Regional Water Management Joint Powers Authority.

Lisa Ann Rapp 
Director of Public Works


Thaddeus McCormack
City Manager

RESOLUTION NO. 2019-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAKEWOOD APPOINTING A MEMBER AND ALTERNATES
TO THE LOS ANGELES GATEWAY REGION INTEGRATED
REGIONAL WATER MANAGEMENT JOINT POWERS
AUTHORITY GOVERNING BOARD

WHEREAS, the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (GWMA) was formed in 2007 in response to the passage of two voter approved water bonds; Proposition 50, passed in 2002 and Proposition 84, passed in 2006; and

WHEREAS, the City of Lakewood is a member of the GWMA; and

WHEREAS, each member agency shall appoint one Member and up to three Alternate Members to the Governing Board in accordance with the GWMA Bylaws; and

WHEREAS, pursuant to the GWMA Bylaws, the Member and Alternate Members appointed by this Resolution shall hold office until September 30, 2019.

WHEREAS, pursuant to the GWMA Joint Powers Agreement and the GWMA Bylaws, the Member and Alternate Member(s) shall serve two-year terms beginning October 1st of each odd-numbered year.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. Effective October 1, 2019, Lisa Rapp is appointed to serve as the GWMA Board Member representing Lakewood.
2. Effective October 1, 2019, Jason Wen, Konya Vivanti, and Toyasha Sebbag are appointed to serve as alternate Board Member(s) representing Lakewood.
3. The Board Member and alternate Board Member(s) designated above shall continue in their respective positions as if re-appointed for each successive two-year term, unless the Board Member or alternate Board Member(s) is replaced by subsequent action of this legislative body or he or she ceases to be employed by the agency.

PASSED, APPROVED, AND ADOPTED at the CITY COUNCIL MEETING of the CITY OF LAKEWOOD on this 23rd day of July 2019.

Mayor

ATTEST:

City Clerk

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COUNCIL AGENDA

July 23, 2019

TO: The Honorable Mayor and City Council

SUBJECT: Notice of Completion – Public Works Contract 19-04
Carpet Replacement Improvements to the Existing Building Burns Center

INTRODUCTION

Stuart A. Wait, the Contractor on Public Works Contract 19-04, has completed work which consisted of carpet replacement at second floor areas of the existing Burns Community Center.

STATEMENT OF FACT

On May 28, 2019 Council awarded Public Works Contract 2019-04 to Stuart A. Wait in the amount of \$14,929.50. No change orders (COs) were negotiated throughout the construction period resulting in a final contract amount of \$14,929.50.

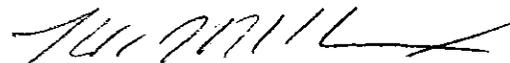
The contract was substantially completed in June 2019. Since that time Stuart A. Wait has addressed all items on a limited punch list.

RECOMMENDATION

It is the recommendation of Staff that the City Council:

- (1) Accept the work performed by Stuart A. Wait in a final contract amount of \$14,929.50, and authorize the City Clerk to file the Notice of Completion for Public Works Contract 2019-04.

Lisa Ann Rapp 
Director of Public Works


Thaddeus McCormack
City Manager

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COUNCIL AGENDA

July 23, 2019

TO: The Honorable Mayor and City Council

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

INTRODUCTION

At its October 10, 2017 meeting, the City Council approved a Master License Agreement process for wireless facilities on city-owned poles in the public right-of-way. Interested wireless providers could enter into a Master License Agreement with the City that grants the right to apply for individual pole licenses to attach small cell wireless facilities to City-owned street lights. The City entered into one such agreement with Mobilitie, LLC, a wireless infrastructure provider that has been working with staff to deploy facilities within the City on behalf of Sprint. However, recent regulatory developments necessitates an adoption of a modified form license agreement so that the City is in full compliance with current applicable laws and orders, but retains flexibility to return to the Master License Agreement if circumstances change.

STATEMENT OF FACTS

On September 26, 2018, the Federal Communications Commission (FCC) adopted its Declaratory Ruling and Third Report and Order (Report and Order), which establishes a new regulatory classification for “small wireless facilities.” The Report and Order, in an effort to accelerate the deployment of small wireless facilities for 5G and other advanced wireless services, limits local authority to govern the terms and conditions for granting access to the public right-of-way and to attach small wireless facilities to publicly-owned infrastructure. In relevant part to this item, the Report and Order requires that attachment fees for small wireless facilities be based on a reasonable approximation of the City’s objectively reasonable costs, sets timeframes (referred to as “shot clocks”) for reviewing and approving applications for small wireless facilities, and places limits on local aesthetic standards.

It is important to note that the FCC Report and Order has been challenged by local government agencies and municipal leagues throughout the country. The City’s telecommunications counsel, Telecom Law Firm, is one of the law firms spearheading the challenge and represents a coalition that includes the League of California Cities, League of Oregon Cities, League of Arizona Cities and Towns, Bakersfield, Fresno, and Rancho Palos Verdes. This pending litigation is currently before the U.S. Court of Appeals for the Ninth Circuit and a decision is expected in early 2020. Additionally, a primary component of the City’s adopted legislative platform is to support legislation that preserves local control. In the meantime however, the Report and Order is the law and violations could expose the City to federal liability. In the event the Report and Order is

vacated or overturned, the City could resume using the 2017 version of the Master License Agreement.

In deciding that all local fees must be cost-based, the Report and Order established the following “safe harbor” fees deemed to be reasonable and safe from challenge:

- \$500 for non-recurring fees for applications for up to five small wireless facility sites, with an additional \$100 for each additional site;
- \$1,000 for non-recurring fees for a new pole to support one or more small wireless facility;
- \$270 per year for all recurring fees, including any pole license fee for attachment to a municipality-owned structure in the public right-of-way (e.g., street light pole).

To comply with the Report and Order, the current Master License Agreement template was converted to a Pole License Agreement template. The major difference between the two templates is that the Pole License Agreement grants immediate access right to a specific pole (or batch of poles), whereas the Master License Agreement extends an open-ended offer to apply for any number of pole licenses under identical terms and conditions over a 10-year term. Given the pending litigation challenging the validity of the Report and Order, the new template is more limited in scope. Rather than extend the same open-ended offer at the FCC-regulated rates, the City could revert to the 2017 Master License Agreement in the event that the Report and Order is overturned. As a point of comparison, the City’s existing Master License Agreement with Mobilitie pays the City \$2,000 per pole per year, whereas the Pole License Agreement would pay the City \$270 per pole per year in accordance with federal regulations.

Pole License Agreements would follow the form attached as Exhibit A.

RECOMMENDATION

It is recommended that the City Council approve Resolution No. 2019-28 that:

- 1) Approves the form and material terms of the Pole License Agreement;
- 2) Authorizes the City Manager to execute Pole License Agreements in a form materially consistent with the Pole License Agreement subject to the City Attorney’s discretion.

Paolo Beltran 
Assistant to the City Manager


Thaddeus McCormack
City Manager

Attachments:
Resolution No. 2019-28
Exhibit A – Pole License Agreement Form

RESOLUTION NO. 2019-28

RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF LAKEWOOD APPROVING A POLE LICENSE AGREEMENT
FORM AND AUTHORIZING THE CITY MANAGER TO EXECUTE
POLE LICENSE AGREEMENTS FOR THE INSTALLATION OF
SMALL CELL WIRELESS FACILITIES IN THE PUBLIC RIGHTS-OF-
WAY

WHEREAS, Section 253 of the Telecommunications Act of 1996 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

WHEREAS, California Public Utilities Code §§ 7901 and 7901.1 authorizes telephone corporations to construct "telephone lines along and upon any public road or highway" within the City and "erect poles, posts, piers, or abutments for supporting the insulators, wires, and other necessary fixtures of their lines, in such manner and at such points as not to incommode the public use of the road or highway" subject to the City's reasonable time, place and manner control; and

WHEREAS, on September 27, 2018, the Federal Communications Commission released a Declaratory Ruling and Third Report and Order (FCC 18-133) in the rulemaking proceeding entitled *Accelerating Wireless Broadband by Removing Barriers to Infrastructure Investment*, WT Docket No. 17-79, which interpreted various provisions in the Telecommunications Act in a manner that, *inter alia*: (1) limited the compensation that state and local governments may receive from wireless communication and infrastructure providers for access to their public rights-of-way and government-owned infrastructure; (2) significantly curtailed state and local discretionary authority over wireless facility placement and design; and (3) imposed procedural regulations that require state and local governments to negotiate agreements such as this License and approve or deny associated permit applications within 60 or 90 days;

WHEREAS, the City owns as its personal property a substantial number of existing poles within the public right-of-way that are potentially suitable for installing wireless communications facilities within the City's jurisdiction and desires to authorize the City Manager, with the concurrence of the City Attorney, to enter into pole license agreements to grant authorized providers access individual City-owned poles subject to all the applicable permits issued by the City to protect public health, safety and welfare; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lakewood hereby determines and finds as follows:

1. The City Council finds that: (a) the facts set forth in the recitals in this Resolution are true and correct and incorporated by reference; (b) the recitals constitute findings in this matter and, together with the staff report, other written reports, public testimony and other

information contained in the record, are an adequate and appropriate evidentiary basis for the actions taken in this Resolution; (c) the provisions in this Resolution are consistent with the General Plan, Lakewood Municipal Code and applicable federal and state law; and (d) this Resolution will not be detrimental to the public interest, health, safety, convenience or welfare.

- 2. The City Council approves and adopts this Resolution, which adopts the form and material terms provided in the Pole License Agreement attached hereto as Exhibit A and further delegates authority to the City Manager, with the concurrence of the City Attorney, to execute agreements consistent with the material terms provided in Exhibit A.

* * *

PASSED, APPROVED AND ADOPTED ON THIS 23RD DAY OF JULY, 2019.

Mayor

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

EXHIBIT A

(appears behind this coversheet)

POLE LICENSE AGREEMENT

between

CITY OF LAKEWOOD, A CALIFORNIA MUNICIPAL CORPORATION

and

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

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POLE LICENSE AGREEMENT

This POLE LICENSE AGREEMENT (“**License**”) dated [insert] (the “**Effective Date**”) is between the CITY OF LAKEWOOD, a California municipal corporation (the “**City**”) and [LICENSEE], a [insert licensee’s corporate form] (“**Licensee**”).

BACKGROUND

- A. 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
- B. California Public Utilities Code §§ 7901 and 7901.1 authorizes telephone corporations to construct “telephone lines along and upon any public road or highway” within the City and “erect poles, posts, piers, or abutments for supporting the insulators, wires, and other necessary fixtures of their lines, in such manner and at such points as not to incommode the public use of the road or highway” subject to the City’s reasonable time, place and manner control; and
- C. California Public Utilities Code § 5840 authorizes franchised cable service providers use the public rights-of-way to deliver cable services as defined by federal law; and
- D. On September 27, 2018, the Federal Communications Commission adopted a Declaratory Ruling and Third Report and Order (FCC 18-133) in the rulemaking proceeding entitled *Accelerating Wireless Broadband by Removing Barriers to Infrastructure Investment*, WT Docket No. 17-79 (the “**Order**”), which interpreted various provisions in the Telecommunications Act in a manner that, *inter alia*: (1) limited the compensation that state and local governments may receive from wireless communication and infrastructure providers for access to their public rights-of-way and government-owned infrastructure; (2) significantly curtailed state and local discretionary authority over wireless facility placement and design; and (3) imposed procedural regulations that require state and local governments to negotiate agreements such as this License and approve or deny associated permit applications within 60 or 90 days; and
- E. The City generally desires to license its vertical infrastructure to wireless communication providers on negotiated terms and conditions but finds that the Order’s provisions leave the City with no incentive or time to conduct such negotiations and, as a result, the City has adopted this License as a mandatory form agreement from which no substantive changes can be made by any licensee; and
- F. Licensee desires to install and maintain wireless communications facilities on existing vertical infrastructure in the public right-of-way; and

- G. Licensee warrants and represents to the City that Licensee has the authority under applicable Laws to install and maintain telephone and/or cable television lines within the State of California, which include wireless communications facilities, in the public right-of-way to provide wireless communications services; and
- H. The City owns as its personal property a substantial number of existing poles within the public right-of-way that are potentially 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
- I. 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
- J. Consistent with California state law, the City intends this License to be applicable only to a City-owned pole, and does not intend this License to require any consideration as a precondition for any telephone corporation's access to the public rights-of-way permitted under California Public Utilities Code § 7901; and
- K. The City desires to authorize Licensee's access to an individual City-owned pole based on the terms and conditions set forth in this License, and pursuant to all the applicable permits issued by the City to protect public health and safety; and
- L. Consistent with federal and California state law, the City does not intend this License to grant 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
- M. On *[date]*, the City Council of the City of Lakewood adopted Resolution No. *[insert]*, which approved the form and material terms for this License to be used in connection with the licensing of Vertical Infrastructure for wireless 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. DEFINITIONS

"Agent" means a party's agent, employee, director, officer, contractor, subcontractor or representative in relation to this License.

“Approved Plans” means the detailed plans and equipment specifications, which include without limitation all equipment, mounts, hardware, utilities, cables, conduits, signage, concealment elements and other improvements proposed by Licensee and approved by the City for Licensee’s construction and/or installation work in connection with the License Area, as more particularly described in **Exhibit A-2** (Approved Plans) attached hereto and incorporated herein.

“Broker” means 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(s) or other real estate rights contemplated or conveyed in this License.

“City Attorney” means the City Attorney of the City of Lakewood, California.

“City Property” means any interest in real or personal property owned or controlled by the City, which includes without limitation any and all (1) land, air and water areas; (2) license interests, leasehold interests, possessory interests, easements, franchises and other appurtenant rights or interests; (3) public rights-of-way or public utility easements; and (4) physical 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.

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

“CPUC” means the California Public Utilities Commission established in the California Constitution, Article XII, § 5, or the CPUC’s duly appointed successor agency.

“Environmental Laws” means any Law in relation or connection to industrial hygiene, environmental conditions or Hazardous Materials (as defined in this License).

“Equipment” means antennas, radios and any associated utility or equipment box, and battery backup, transmitters, receivers, amplifiers, ancillary fiber-optic cables and/or wiring, and ancillary equipment used for radio communication (voice, data or otherwise) transmission and/or reception, which includes without limitation the means, devices and apparatus used to attach or install any Equipment to any licensed Vertical Infrastructure, and any ancillary equipment such as wiring, cabling, power feeds or an similar things, and any signage attached to such Equipment that may be approved by the City or required by Law.

“FCC” means the Federal Communications Commission or its duly appointed successor agency.

“Hazardous Material” means any material that, due to its quantity, concentration or physical or chemical characteristics, is at any time now or hereafter deemed by any local, regional, state or federal body with jurisdiction and responsibility for issuing Regulatory Approvals in accordance with applicable Laws to pose a present or potential hazard to

human health, welfare or safety, or to the environment. The term “Hazardous Material” as used in this License will be broadly construed, and includes, without limitation, the following: (1) 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 California Health & Safety Code § 25316; (2) any “hazardous waste” listed California Health & Safety Code § 25140; or (3) any petroleum, including crude oil or any fraction thereof, natural gas or natural gas liquids.

“**Indemnified City Party**” or “**Indemnified City Parties**” means the City and its Agents, Invitees, elected and appointed officials and volunteers.

“**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/or sublicensee of a party in relation to the License Area.

“**Laws**” means all present and future statutes, ordinances, codes, orders, policies, regulations and implementing requirements and restrictions by federal, state, county and/or municipal authorities, whether foreseen or unforeseen, ordinary as well as extraordinary, as adopted or as amended at the time in question.

“**License Area**” means the same as that term is defined in Section 2.1 (License Area Defined).

“**License Fee**” means the annual fee for each licensed Vertical Infrastructure authorized under this License, as specified in **Schedule 1** (Annual License Fee).

“**Licensee’s Office**” means Licensee’s place(s) of business located at [*insert address(es)*] that contains all the records, in physical and/or electronic form, that Licensee is required to maintain under Section 27.

“**Licensee’s On-Call Representative**” means 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.

“**NESC**” means the National Electrical Safety Code, as may be amended or superseded, published by the Institute of Electrical and Electronics Engineers.

“**OSHA**” means the Occupational Safety and Health Administration of the United States Department of Labor, or OSHA’s duly appointed successor agency.

“**Preliminary Plans**” mean the detailed plans and equipment specifications, which include without limitation all equipment, mounts, hardware, utilities, cables, conduits, signage, concealment elements and other improvements proposed by Licensee but not yet approved by the City in connection with the License Area.

“**Regulatory Approvals**” means all 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.

“**Streets**” mean any public right-of-way, street, alley, highway, sidewalk, curb, gutter, driveway, parkway or other public place primarily used or dedicated for vehicular transportation within the City’s territorial and/or jurisdictional boundaries and subject to the City’s management regulations. The term “Streets” does not encompass any private property, private utility easements, any public easements for pedestrian ingress and egress across private property or any other public easement not dedicated for use as a public road or highway.

“**Vertical Infrastructure**” means that certain pole or similar structure, subject to this License, owned or controlled by the City and located in the public rights-of-way or public utility easements and meant for, or used in whole or in part for, communications service, electric service, lighting, traffic control or similar functions.

2. LICENSE AREA

2.1. License Area Defined

The parties to this License define “**License Area**” to mean that certain space on the that certain Vertical Infrastructure and other City Property, which includes without limitation any conduits, chases, risers, trays, pipes, vaults, pull boxes, and hand holes, identified on the Approved Plans as occupied by the Equipment and licensed to Licensee, all as more particularly described and depicted in **Exhibit A-1** (License Area).

2.2. Limited Rights Created

This License grants Licensee only a non-possessory, non-exclusive and revocable license to enter on to and use the License Area for the Permitted Use in accordance with

the terms and conditions in this License. Licensee expressly acknowledges and agrees that: (1) this License is not and shall not be deemed to be coupled with an interest; (2) the City retains legal possession and control over the Vertical Infrastructure for the City's municipal functions, which will be superior to Licensee's rights and interest in the Vertical Infrastructure, if any, at all times; (3) subject to the terms and conditions in this License, the City may terminate this License in whole or in part at any time; (4) except as specifically provided otherwise in this License, the City may enter into any agreement with third parties to use and/or occupy the Vertical Infrastructure and/or other City Property; and (5) this License does not create and will not be deemed to create any partnership or joint venture between the City and Licensee.

2.3. No Impediment to Municipal Functions

Except as expressly provided otherwise in this License, this License shall not limit, alter or waive the City's absolute right to use the License Area, in whole or in part, as infrastructure established and maintained for the City's and the public's benefit.

2.4. License Area 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 License Area's physical, structural or environmental condition, the License Area's present or future suitability for the Permitted Use or any other matter related to the License Area. This License shall not be deemed a warranty of title by the City.

2.5. 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's 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 this License. Any testing performed by Licensee or its Agents shall be subject to the provisions in Section 6.6 (Damage or Alterations to Other Property). In addition to any other conditions that the City may impose on such testing, Licensee shall have the obligation to repair any damage caused by such testing and to restore all affected areas to the condition that existed immediately prior to such testing.

2.6. Diminutions in Light, Air or Signal Transmission or Reception

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, Regulatory Fees, Reimbursement Fees or any other sums payable to the City under this License, the City shall have no liability to Licensee whatsoever and such diminution will not affect this License or Licensee's obligations except as may be expressly provided in this License.

2.7. Certified Access Specialist Disclosure

Pursuant to California Civil Code § 1938, as may be amended or superseded, and to the extent applicable to this 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. USE OF LICENSE AREA

3.1. Permitted Use

Licensee may use the License Area solely to construct, install, operate and maintain Equipment for transmission and reception of wireless communications signals (the "**Permitted Use**") in compliance with all applicable Laws, which includes without limitation the Lakewood Municipal Code 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.

3.2. Prohibition on Non-Small Wireless Facilities

The City intends this License to cover only wireless facilities that (a) qualify as a "small wireless facility" as that term is defined by the FCC under 47 C.F.R. § 1.6002(f); and (b) have been approved by the City in accordance with all applicable provisions in the Lakewood Municipal Code. Licensee expressly acknowledges and agrees that the Permitted Use under this License does not include the right to use any Vertical Infrastructure as a support structure for a "macro cell" or a traditional wireless tower or base station.

3.3. Prohibition on 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 discretion. Licensee shall take all precautions to eliminate any nuisances or hazards in connection with its uses and activities on or about the License Area.

3.4. Signs and Advertisements

Licensee acknowledges and agrees that this License does 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, except as may be specifically authorized under this License or as may be required for compliance with any Regulatory Approvals and applicable Laws.

4. TERM

Unless earlier terminated in accordance with this License or as may be permitted under applicable Laws, the term under this License shall commence on the Effective Date and automatically expire ten (10) years from the Effective Date. Licensee may apply for a new license within not more than 30 days before this License expires or at any time after this License's expiration or earlier termination.

5. FEES

5.1. Annual License Fee

Licensee shall pay the first annual License Fee within 90 days from the Effective Date without any prior demand, deduction, setoff or counterclaim for any reason. Thereafter, Licensee shall pay the City the License Fee on the anniversary of the Effective Date throughout the Term without any prior demand, deduction, setoff or counterclaim for any reason. The License Fee shall be (a) reasonably approximate to the City's objectively reasonable costs consistent with applicable Laws; (b) in addition to any fees charged by the City in connection with any permit applications, permit issuance fees, inspection fees, fines, penalties or other fees charged by the City in connection with the Equipment and/or any related Regulatory Approvals (collectively, "**Regulatory Fees**"); and (c) in addition to any other cost-based reimbursements owed to the City by Licensee ("**Reimbursement Fees**"). **Schedule 1** attached to this License and incorporated by this reference specifies the License Fee payable by Licensee to the City in each year throughout the Term. Unless otherwise adjusted in accordance with this License, the License Fee shall automatically increase by 3% each year on the anniversary of the Effective Date. The parties acknowledge that such 3% increase is memorialized in the License Fee table in Schedule 1 attached to this License.

5.2. Fee Adjustments by City

At any time throughout the Term, the City shall have the option (but not the obligation) to adjust any License Fee, Regulatory Fees and Reimbursement Fees to reflect the City's reasonable costs incurred in connection with this License, any Regulatory Approvals issued or administered by the City in connection with this License or the Equipment or Licensee's acts or omissions on or about the License Area and/or the Streets. The City may exercise such option either by an ordinance approved and adopted by the City Council (a "**Fee Ordinance**") or by written notice to Licensee (the "**Adjustment Notice**"). If the adjustment concerns the annual License Fee, the City shall have the right to substitute a new **Schedule 1** to reflect such adjustment in either a Fee Ordinance or

Adjustment Notice. Any adjustment by Fee Ordinance shall be effective at the same time such Fee Ordinance becomes effective. Any adjustment by Adjustment Notice shall be immediately effective. Licensee shall have the right to appeal any Adjustment Notice to the City Council in the manner prescribed by the Lakewood Municipal Code.

5.3. Late Fees

In the event that Licensee fails to pay any License Fee or any other amount payable to the City within 10 days after the date that such amounts are due and unpaid, such amounts will be subject to a late charge equal to five percent (5%) of unpaid amounts.

5.4. Default Interest

Any License Fee, Regulatory Fees, Reimbursement Fees and all other amounts payable to the City other than late charges will bear interest at ten percent (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 the principal amount owed. Any interest or late charge payments will not alone excuse or cure any default by Licensee.

5.5. City's Right to Cost Reimbursement

Notwithstanding anything in this License to the contrary, and subject to applicable Laws, the City shall be entitled to recover from Licensee the reasonable cost to furnish, provide and/or perform any services in connection with this License and any Regulatory Approvals issued or administered by the City, which includes without limitation any costs incurred by City staff or the City's contractors, consultants and experts to review permit applications, issue permits or supervise or inspect any construction, installation or other work in connection with this License. Payments by Licensee for any License Fee, Regulatory Fees, and Reimbursement Fees in connection with this License or any related Regulatory Approvals issued or administered by the City shall not relieve Permittee's obligation to reimburse the City for any and all actual costs incurred by the City in the future. Licensee shall reimburse the City for all such costs within 30 days after a written demand for reimbursement and reasonable documentation to support such costs. The provisions in this Section 5.5 shall survive this License's expiration, revocation or termination.

5.6. City's Right to Fair Market License Fees Reserved

Licensee acknowledges that: (a) the City is compelled by applicable Laws, which includes without limitation the Order, to accept certain cost-based rates and compensation; (b) but for such Laws, the City would be entitled to condition its assent to any lease, license or other agreement for attachments to its Vertical Infrastructure (such as this License) on consideration that exceed the City's costs; and (c) but for such Laws, the City would not assent to all the terms and conditions in this License. Licensee further acknowledges that, in the event that the Order or other such laws described in this Section 5.6 are repealed,

invalidated, no longer effective or otherwise not applicable to the City, the then-current License Fee shown in **Schedule 1** and the License Fee in all remaining years on the Term shall be automatically replaced by the amount(s) shown in **Schedule 2** (City's Estimated Fair Market License Fees), attached hereto and incorporated herein. As an illustration, and not as a limitation, if the License Fee commenced in 2019 and the Order was invalidated in 2021, then the License Fee in 2021 would increase from \$286.44 to \$1,060.90, the License Fee in 2022 would be \$1,092.73 and so on until the License expired in 2029 or was earlier terminated in accordance with its terms. If the relevant part of the Order governing the License Fee is partially vacated or partially invalidated, at Licensee's request, the parties can meet and confer in good faith on whether any modification to Schedule 2 is warranted to reflect the outcome (i.e. the partial vacation or partial invalidation of the relevant part of the Order), provided that the meeting occurs within three months after the date of the partial vacation or partial invalidation.

5.7. In Lieu Fee for Landscape Restoration and Maintenance

If the installation, construction or other work on or about the License Area damages or destroys any landscape features that would require the Licensee to repair, replace and/or maintain any existing or new landscape features pursuant to the Municipal Code or other applicable City policies, either party may (but shall not be obligated to) enter into a written agreement with the other to accept an in-lieu fee for the actual cost to repair, replace and/or maintain the existing and/or new landscape features on the Licensee's behalf. Such in-lieu fee(s) shall be established by the Public Works Director (or his or her designee) in consultation with the Licensee and shall be reasonably related to the actual cost of any such repair, replacement and/or maintenance necessitated by the damage or destruction caused by Licensee's installation, construction or other work.

6. CONSTRUCTION, INSTALLATION AND MODIFICATIONS

6.1. Regulatory Approvals

Licensee shall not commence any installation, construction and other work on or about the License Area until and unless Licensee first obtains all necessary prior Regulatory Approvals, which includes without limitation any approvals required to provide the services offered by Licensee either to the public or Licensee's customers within the geographic area that encompasses the City's territorial and/or jurisdictional boundaries, and any required use permits, design review permits, encroachment permits, building permits, grading permits and electrical permits. Any installation, construction or other work performed by Licensee or its Agents or Invitees without such Regulatory Approvals will be a default under this License in addition to any other liabilities or penalties the City, in its regulatory capacity, may impose on Licensee for the same acts or omissions. The full execution of this License and Licensee's receipt of all Regulatory Approvals required to commence construction shall be Licensee's notice to proceed with installation.

6.2. Compliance with Approved Plans

Upon the City's or Los Angeles Department of Public Works' approval of all permits required to commence construction for Licensee's construction and/or installation work on the License Area, the Approved Plans shall be substituted for the Preliminary Plans. Licensee shall perform all installation, construction and other work in connection with the License Area (1) in accordance with the terms and conditions in this License; (2) at Licensee's sole cost and expense, and at no cost to the City; (3) in strict compliance with the Approved Plans; (4) in compliance with all applicable Laws, which includes without limitation all applicable provisions in the Lakewood Municipal Code and any conditions in any applicable Regulatory Approvals; (5) in a safe, diligent, skillful and workmanlike manner; and (6) to the Public Works Director's (or his or her designee's) satisfaction. 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.

6.3. Changes or Corrections to Approved Plans

At all times relevant to this License, Licensee shall have the obligation to correct any errors or omissions in the Preliminary Plans (or, once approved, the Approved Plans) and related Regulatory Approval(s). Licensee shall immediately send written notice to the City in the event that Licensee discovers any such defects. The Approved Plans and/or amendments to Approved Plans by the City will not release or excuse Licensee's obligations under this Section 6.3.

6.4. Licensee's Contractors and Subcontractors

Licensee shall use only qualified and trained persons and appropriately licensed contractors for all installation, construction or other work performed on or about the License Area. At least five business days before any installation, construction or other work commences on or about the License Area, Licensee shall provide the City with: (a) a schedule with all activities to be performed in connection with the installation, construction or other work; and (b) a list with all the names, contractors' license numbers and contact information for all contractors or subcontractors who will perform the installation, construction or other work on the License Area.

6.5. Labor and Materials

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. Licensee shall keep the License Area and all other City Property free from any and all mechanics', materialmen's and other liens

and claims arising out of any work performed, materials furnished or obligations incurred by or for Licensee.

6.6. Damage or Alterations to Other Property

Nothing in this License authorizes Licensee to use, occupy, remove, damage or in any manner alter any private personal or real property, wherever located, owned by the City or any third parties. Licensee shall not remove, damage or in any manner alter any private personal or real property, wherever located, owned by the City or any third parties without prior written consent from property owner. The City may withhold and/or condition its consent to any request to alter any City Property in its sole and absolute discretion.

6.7. Underground Service Alert

Licensee warrants and represents to City that Licensee is presently a member in good standing with the Underground Service Alert of Southern California ("**DigAlert**"). Licensee shall maintain and keep current its membership in DigAlert throughout the Term. Prior to any excavation performed in the Streets, Licensee shall observe and perform all notice and other obligations required under applicable Laws, which includes, without limitation, California Government Code §§ 4216 *et seq.*, as may be amended or superseded.

6.8. Damage and Repair to Subsurface Structures

Any excavation performed in the Streets must be monitored by Licensee for any lateral movement, trench failures and other similar hazards. Licensee shall, at Licensee's sole cost and expense, repair any damage (which includes without limitation any subsidence, cracking, erosion, collapse, weakening and/or any loss or reduction in lateral or subjacent support) to the Streets, any adjacent private property, any utility lines or systems (whether overhead or underground) and any sewer and/or water lines or systems resulting from or in connection with any excavation by Licensee or its Agents. All repair or restoration work performed pursuant to this Section 6.8 shall be performed under the Public Works Director's (or his or her designee's) supervision and to the Public Works Director's (or his or her designee's) satisfaction.

6.9. Equipment Modifications

If, after the initial construction, installation or other work is completed, Licensee proposes to modify existing Equipment or install new equipment on the existing License Area, and such proposal is different in any material way from the specifications or design configurations shown in the Approved Plans, then Licensee shall first obtain the City's prior written consent to modify this License to reflect the material difference, which the City shall approve or deny in accordance with the City's small cell design standards and/or other applicable Laws. No modification to this License shall be required for any modification to existing Equipment that (a) involves only substituted internal components or replacements of like-kind equipment; (b) will be in compliance with applicable Laws (such as radio-frequency emission standards); (c) does not result in any change to the

Equipment's external appearance, dimensions or weight; and (d) does not cause any interference with any municipal functions or equipment. In any case, Licensee's modification shall be performed in compliance with all applicable provisions in this License, which includes, without limitation Licensee's obligation to obtain and pay for all Regulatory Approvals required for the proposed modification.

6.10. Post-Completion Inspections

Within five days after Licensee completes any Equipment construction, installation, modification or other work, Licensee shall provide the City with a written notice that confirms the precise locations and dates on which the Licensee completed the work. The City shall have the right to inspect Licensee's Equipment at any time after Licensee completes any construction, installation or other work in connection with this License. If the City discovers any defects or non-compliant conditions in connection with the Equipment, Licensee shall, at Licensee's sole cost and expense, correct any such defects and conditions within 15 days after written notice from the City. Licensee shall promptly reimburse the City for all costs incurred in connection with any inspections or re-inspections by the City. The City's final inspection will occur after: (1) all surface improvements have been restored; (2) all construction debris, excess materials, traffic control devices, and equipment have been removed; and (3) the site has been cleaned and rendered safe for pedestrian and vehicular traffic by the Public Works Director (or his or her designee). Any work performed by Licensee without an inspection is subject to rejection and removal by the City in accordance with Section 26.

6.11. As-Built Plans and Maps

Within 30 days after the City issues a certificate of completion, Licensee shall file as-built plans and maps in a format specified by the Public Works Director (or his or her designee). In addition to any format required by the Public Works Director (or his or her designee), all as-built plans and maps shall include digital copies in a native format compatible with the City's document management, GIS and/or other digital information management systems. Licensee's as-built plans and maps must show the accurate location and dimensions for all Equipment. The City shall have the right to reject any as-built plans or maps for cause, in which case Licensee shall file revised as-built plans and/or maps within 30 days after notice from the City. The City shall have the right to incorporate the as-built plans for the then-current description of the License Area in **Exhibit A-1** and/or the then-current Approved Plans in **Exhibit A-2**.

6.12. Title to Licensee's Equipment and Other Improvements

Except as specifically provided otherwise in this 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 (or Licensee's customer's) personal property. All structural improvements to any Vertical Infrastructure and replacement Vertical Infrastructure, as approved by the City and shown in the Approved Plans, will become City Property and remain City Property 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. All replacement Vertical Infrastructure shall become City Property upon the City's approval and acceptance. Subject to Section 26 (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. LICENSEE'S MAINTENANCE OBLIGATIONS

7.1. General Maintenance and Repair Requirements

Licensee shall maintain all Equipment installed on, under, over, in or about the License Area in good, safe and orderly condition at all times, and shall promptly repair any damage to any Equipment whenever repair or maintenance may be required, subject to any Regulatory Approvals if required for such maintenance work. All work performed by or for Licensee under this Section 7 shall be performed: (a) in accordance with the terms and conditions in this License; (b) at Licensee's sole cost and expense, and at no cost to the City; (c) by only qualified, trained, experienced and appropriately licensed contractors or Licensee's Agents or other personnel; (d) in a manner and with equipment and materials that will not interfere with or impair the City's municipal operations on or about the License Area; (e) in a safe, diligent, skillful and workmanlike manner; and (f) in compliance with all applicable Laws, which includes without limitation all applicable provisions in the Lakewood Municipal Code and any conditions in any applicable Regulatory Approval(s).

7.2. Damage Reports to the City

Licensee shall promptly notify the City if Licensee discovers damage or other alteration to the Streets, any City Property or any personal or real property owned by third parties for any reason and through any cause. Notices shall contain the following information to the extent available at the time Licensee sends the notice: (a) the location where the event occurred; (b) a statement to describe the damage or other alteration and the surrounding circumstances; (c) the names and contact information for any persons or entities involved in the matter, as well as the names and contact information for any potential witnesses to the damage or other alteration; and (d) any other pertinent information. Licensee will not be deemed to have assumed liability for any such damage or other alteration by giving such notice, unless such damage or other alteration was caused by or arose in connection with Licensee's or its Agent's or Invitee's act, omission, negligence or willful misconduct.

7.3. Licensee's Obligation to Make Repairs

In the event that Licensee or its Agents or Invitees directly or indirectly caused such damage or other alterations, Licensee shall, at its sole cost and expense, repair such damage or other alteration and restore the affected property to the condition that existed immediately before the damage or other alteration occurred, reasonable wear and tear excepted. If Licensee fails or refuses to perform its obligations under this Section 7 within

15 calendar days after written notice from the City, the City may (but will not be obligated to) cause the repair and restoration to be performed at Licensee's sole cost and expense. The City may exercise its rights to perform Licensee's obligations under this Section 7 without prior notice to Licensee when the Public Works Director determines that the repair and/or restoration is immediately necessary to protect public health or safety; provided, however, that the City will use reasonable efforts to notify Licensee's On-Call Representative as soon as reasonably practicable. Licensee shall reimburse the City for all costs and expenses in connection with such work within 30 days after a written demand for reimbursement and reasonable documentation to support such costs. In addition, Licensee shall indemnify, defend and hold any and all Indemnified City Parties harmless from and against any Claims in connection with such performance by the City.

7.4. Graffiti Abatement

In addition to Licensee's other maintenance obligations under this License, Licensee shall remove any graffiti or other similar markings from the License Area and/or Equipment deployed under this License promptly upon actual notice (but in no event later than 48 hours after notice from the City).

8. REARRANGEMENT AND RELOCATION

8.1. Rearrangement and Relocation for City Work

Licensee acknowledges that the City, in its sole discretion and at any time, may: (1) change any street grade, width or location; (2) add, remove or otherwise change any improvements owned by the City or any other public agency located in, on, under or along any Street, which includes without limitation any sewers, storm drains, conduits, pipes, vaults, boxes, cabinets, poles and utility systems for gas, water, electric or telecommunications; and/or (3) perform any other work deemed necessary, useful or desirable by the City in connection with the City's municipal functions or otherwise reasonably related to a governmental interest by the City (collectively, "**City Work**"). The City reserves the rights to do any and all City Work without any admission on its part that the City would not have such rights without the express reservation in this License. In the event that the Public Works Director determines that any City Work will require the Equipment to be rearranged and/or relocated Licensee shall, at its sole cost and expense, do or cause to be done all things necessary to accomplish such rearrangement and/or relocation. If Licensee fails or refuses to either permanently or temporarily rearrange and/or relocate the Equipment within a reasonable time after the Public Works Director's notice, the City may (but will not be obligated to) cause the rearrangement or relocation to be performed at Licensee's sole cost and expense. The City will use reasonable efforts to provide Licensee with at least six months' prior notice, but the City may exercise its rights to rearrange or relocate the Equipment without prior notice to Licensee when the Public Works Director determines that the City Work is immediately necessary to protect public health or safety. Licensee shall reimburse the City for all costs and expenses in connection with such work within 30 days after a written demand for reimbursement and reasonable documentation to support such costs. In addition, Licensee shall indemnify,

defend and hold any and all Indemnified City Parties harmless from and against any Claims in connection with rearranging or relocating the Equipment, or turning on or off any water, oil, gas, electricity or other utility service in connection with the Equipment. Within 90 days after any Equipment have been rearranged or relocated, Licensee shall file as-built plans and maps with the Public Works Director in the same manner and subject to the same requirements as provided in Section 6.11 (As-Built Plans and Maps).

8.2. Rearrangement and Relocation to Accommodate Third Parties

Licensee shall reasonably cooperate with and promptly respond to requests to rearrange or relocate the Equipment to accommodate third parties authorized to use the Streets (“**Third-Party Accommodations**”). All costs to perform any Third-Party Accommodations shall be borne by the person or entity to be accommodated; provided, however, that Licensee shall be solely responsible to collect any costs incurred by Licensee from such third party and the City shall have no liability to Licensee for any such costs. Prior to any Third-Party Accommodations performed by Licensee, Licensee shall be permitted to require (1) either a cash deposit, bond or other surety from the person or entity to be accommodated in a commercially reasonable form and in an amount reasonably estimated by Licensee to cover the costs associated with the proposed Third-Party Accommodations; and (2) a written agreement signed by the person or entity to be accommodated to indemnify, defend and hold Licensee and its Agents harmless from and against any and all Claims that arise in connection with the proposed Third-Party Accommodations, except to the extent any Claims are directly caused by Licensee’s or its Agent’s negligence or willful misconduct. Nothing in this License shall be construed to require Licensee to perform any Third-Party Accommodations that would materially reduce, impair or otherwise diminish Licensee’s Equipment or Licensee’s operations on the License Area. Within 90 days after any Third-Party Accommodations, Licensee shall file as-built plans and maps with the Public Works Director in the same manner and subject to the same requirements as provided in Section 6.11 (As-Built Plans and Maps).

8.3. No Right to Rearrange or Relocate City Property

Nothing in this License will be construed to require the City or authorize Licensee to change any street grade, width or location, or add, remove or otherwise change any improvements owned by the City or any other public agency located in, on, under or along the License Area or any Street, which includes without limitation any sewers, storm drains, conduits, pipes, vaults, boxes, cabinets, poles and utility systems for gas, water, electric or telecommunications, for Licensee’s or any third party’s convenience or necessity unless expressly authorized pursuant to this License or any Regulatory Approvals.

9. COMPLIANCE WITH LAWS

9.1. Compliance with CPUC General Orders

In addition to Licensee's obligation to maintain compliance with all other Laws, Licensee shall conduct all activities on the License Area in accordance with all applicable CPUC general orders, which includes without limitation CPUC General Order 95 and CPUC General Order 128 as those orders may be amended or superseded in the future, and all other rules, regulations and other requirements adopted or enacted by the CPUC.

9.2. Compliance with Building and Electrical Codes

In addition to Licensee's obligation to maintain compliance with all other Laws, Licensee shall conduct all activities on the License Area in accordance with the requirements in the California Building Code and the California Electric Code as adopted by the City with any legally permitted amendments.

9.3. Compliance with FCC RF Exposure Standards

Licensee's obligation to comply with all Laws includes all Laws related to maximum permissible exposure to RF emissions on or about the License Area, which includes all applicable FCC standards, whether such RF emissions or exposure results from the Equipment alone or from the cumulative effect of the Equipment added to all other sources on or near the License Area.

9.4. Compliance with Prevailing Wage Regulations

The services to be provided under the License are or may be subject to prevailing wage rate payment as set forth in California Labor Code § 1771. Accordingly, to the extent that any such services are subject to the prevailing wage rate payment requirements, Licensee shall and shall cause its Agents to comply with all applicable California Labor Code requirements pertaining to "public works," including the payment of prevailing wages in connection with the services to be provided to the City hereunder (collectively, "**Prevailing Wage Policies**"). Licensee shall submit and allow the City to inspect, upon request by the City, Licensee's payroll records that pertain to this License and are subject to the Prevailing Wage Policies and other relevant proof of compliance with the Prevailing Wage Policies consistent with the requirements in California Labor Code § 1776, as may be amended or superseded.

Licensee shall defend, indemnify and hold the City and Indemnified City Parties harmless from and against any and all present and future Claims, that arise from or in connection with Licensee's obligation to comply with Prevailing Wage Policies and all Laws with respect to the installation, construction or other work in connection with this License, which includes without limitation any and all Claims that may be made by Licensee's Agents or any other contractors, subcontractors or other third parties within the scope of this indemnity pursuant to California Labor Code §§ 1726 and 1781, as amended and added by California Senate Bill 966 (Alarcon), and as may be amended or superseded in the future.

Licensee hereby waives, releases and discharges forever the City and Indemnified City Parties from any and all present and future Claims that arise from or in connection with Licensee's obligation to comply with Prevailing Wage Policies and all Laws with respect to the installation, construction or other work in connection with this License. Licensee hereby acknowledges that Licensee is aware of and familiar with the provisions in California Civil Code § 1542 which provides as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

Licensee hereby waives and relinquishes all rights and benefits which it may have under California Civil Code § 1542, as such relates to this Section 9.4. Licensee's obligations under this Section 9.4 will survive this License's expiration or earlier termination.

To the extent applicable, as provided in SB 854 (Stats. 2014, ch. 28): (a) no contractor or subcontractor may be qualified to bid on, be listed in a bid proposal, subject to the requirements California Public Contracts Code § 4104, or engage in the performance of any contract for public work, unless currently registered with DIR and qualified to perform public work pursuant to California Labor Code § 1725.5 (Cal. Lab. Code § 1771.1(a)); (b) no contractor or subcontractor may be awarded a public works contract unless registered with the DIR to perform public work pursuant to California Labor Code § 1725.5 (Cal. Lab. Code § 1771.1(b)); and (c) work performed on the project is subject to compliance monitoring and enforcement by DIR (Cal. Lab. Code § 1771.4).

10. PUBLIC WORKS' OPERATIONS

10.1. City Access to License Area

Except as specifically provided otherwise in this License, the City and its Agents have the absolute right to access any License Area, in whole or in part, at any time and with or without notice for any purpose related to its municipal functions. 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, without limitation, any Equipment removed in an emergency or other exigent circumstances pursuant to Section 10.4, except to the extent that the damage is caused directly and exclusively from the City's or its Agent's sole active negligence or willful misconduct and not contributed to by Licensee's or its Agents' or Invitees' acts, omissions or negligence.

10.2. City's Maintenance, Repairs or Alterations to License Area

The City may maintain, alter, add to, repair, remove from and/or improve the License Area as the City may, in its sole discretion, deem necessary or appropriate for its streetlighting operations and other municipal functions. The City shall not be obligated to maintain or

repair the License Area, in whole or in part, solely for Licensee's benefit. Neither any City work on the License Area nor any condition on any License Area will: (a) entitle Licensee to any damages except as may be expressly provided otherwise in this License; (b) excuse or reduce any obligation by Licensee to pay any License Fees, Regulatory Fees or Reimbursement Fees or perform any covenant under this License; or (c) constitute or be construed as a constructive eviction or termination from the License Area.

10.3. Notice to Licensee for Non-Emergency Maintenance or Repairs

From time-to-time, the City may find it necessary or appropriate to perform work on the License Area that temporarily affects the Equipment or requires the Equipment to be temporarily powered down. In non-emergency circumstances, the City will use reasonable efforts to: (a) make a good-faith effort to provide prior notice to Licensee's On-Call Representative; (b) allow Licensee's On-Call Representative to observe the City's work; and (c) avoid or minimize disruption to Licensee's ordinary operations on the License Area, taking into account any unforeseen exigencies that may threaten persons or property. The provisions in this Section 10.3 will not be construed to impede or delay the City's authority and ability to make changes to the License Areas necessary to maintain street light services, traffic control services, any municipal utility services (to the extent permissible under applicable Laws) or any other municipal functions carried out for the public's health, safety, welfare or benefit.

10.4. Emergencies

In emergencies, and unless expressly provided in applicable Laws, the City's work and operations 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 and absolute determination and in accordance with this Section 10.4, with or without notice to Licensee. When safe and practicable, as solely determined by the City, the City will notify Licensee of any emergency or other exigent circumstances that requires the City to remove or replace any City Property within the License Area and will allow Licensee to remove its Equipment before the City removes or replaces such City Property; provided, however, that the City will remove the Equipment from the License Area when in the City's sole determination it would: (a) be unsafe or not practicable to wait for Licensee to perform (or cause to be performed) the work; (b) result in significant delay; or (c) otherwise threaten or compromise public health, safety, welfare or public services. The City will remove any Equipment with reasonable care and store such Equipment for retrieval by Licensee. The City shall provide notice to Licensee as soon as reasonably practicable after such emergency and removal of any of Licensee's Equipment. Licensee shall have the right to reinstall such removed Equipment (or equivalent replacement Equipment) at Licensee's sole expense on the License Area and in accordance with the provisions in this License and all applicable Laws. Licensee expressly acknowledges that any act(s) taken by the City pursuant to this Section 10.4, which includes without limitation any Equipment removal or storage, 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.

11. INTERFERENCE

Licensee may not install, maintain or operate any Equipment in a manner that interferes with or impairs other communication (radio, telephone, data, cable television and/or other transmission or reception) or computer equipment lawfully used by the City and its Agents, which includes without limitation any first responders or other public safety personnel. Such interference will be a default by Licensee, and upon notice from the City, Licensee shall promptly eliminate such interference at no cost to the City. Licensee will be required to use its best efforts to remedy and cure such interference without any impairment to any City operations. If Licensee does not promptly cure such default, the parties acknowledge that continued interference may cause irreparable injury to the City and, therefore, the City will have the right to bring an action against Licensee to, at the City's election, immediately enjoin such interference and/or to terminate this License. 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. Notwithstanding the foregoing, the City and Licensee hereby agrees to comply with and enforce FCC guidelines and protocols with regard to third party interference.

12. LIENS

Licensee shall keep the License Area free and clear from any and all liens or other impositions in connection with any work performed, material furnished or obligations incurred by or for Licensee. Licensee will inform all contractors and material suppliers that provide any work, service, equipment or material to Licensee in connection with the License Area that the License Area is public property not subject to any mechanics' liens or stop notices. In the event that any Licensee contractor or material supplier files any lien or imposition that attaches to the License Area, Licensee shall promptly (but in no case later than 30 days after discovery) cause such lien or imposition to be released. In the event that Licensee does not cause such lien or imposition to be released within the 30-day period, the City will have the right, but not the obligation, to cause such lien or imposition to be released in any manner the City deems proper, which includes without limitation payment to the lienholder, with or without notice to Licensee. Licensee shall reimburse the City for all costs and expenses incurred to cause such lien or imposition to be released (which includes without limitation reasonable attorneys' fees) within 30 days after Licensee receives a written demand from the City together with reasonable documentation to support such costs and expenses.

13. UTILITIES

Licensee shall be responsible to secure its own utility services for its Permitted Use and shall not be permitted to "submeter" from any electrical service provided to the City on any License Area without the City's prior written consent, which the City may withhold in its sole and absolute discretion. Licensee shall timely pay when due all charges for all utilities furnished to its Equipment on the License Area. Any interconnection between the

City's and Licensee's electrical facilities permitted by City shall be accomplished in compliance with all applicable Laws and all utility service providers' policies for such interconnection.

14. TAXES AND OTHER ASSESSMENTS

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 applicable Laws. 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 calendar 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. Licensee understands and acknowledges that this 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 under this License and any options, extensions or renewals in connection with this License may constitute a change in ownership for taxation purposes and therefore result in a revaluation for any possessory interest created under this License.

15. INDEMNIFICATION

15.1. Licensee's Indemnification Obligations

Licensee, for itself and its successors and assigns, shall indemnify, defend and hold the Indemnified City Parties harmless from and against any and all Claims, incurred in connection with or arising in whole or in part from any act or omission by Licensee or its Agents, licensees, customers or invitees in connection with this License or any Equipment Permit, whether any negligence may be attributed to any Indemnified City Parties or not, whether any liability without fault is imposed or sought to be imposed on any Indemnified City Parties or not, but except to the extent that that such Claim is directly and exclusively caused by the City's sole gross negligence or willful misconduct. Licensee's obligations under this Section 15 includes, without limitation, all reasonable fees, costs and expenses for attorneys, consultants and experts, and the City's actual costs to investigate and defend against any Claim. Licensee expressly acknowledges and agrees that: (a) Licensee has an immediate and independent obligation to defend any Indemnified City Parties from any Claim that actually or potentially falls within this Section 15, even when the allegations in the Claim are or appear to be groundless, fraudulent or false; and (b) Licensee's obligations arise at the time any Indemnified City Parties tender a Claim to Licensee and continue until such Claim's final, non-appealable resolution. Licensee's obligations under this Section 15.1 shall survive this License's revocation, termination or expiration.

15.2. Licensee's Defense of the City

In the event that any Claim is brought against any Indemnified City Parties in connection with any subject matter for which any Indemnified City Parties are indemnified by Licensee under this License, Licensee shall, upon written notice and at Licensee's sole cost and expense, resist and defend against such Claim with competent and experienced legal counsel reasonably acceptable to the City. The City shall not unreasonably withhold or delay its consent to legal counsel selected by Licensee; provided, however, that the City has the absolute right to reject any proposed legal counsel that: (a) has less than 10 years' direct experience representing public agencies in similar actions or proceedings as those brought against the Indemnified City Parties; (b) is not duly licensed to practice law in the State of California by the State Bar of California; (c) has any past or pending disciplinary actions by any United States tribunal or state bar association; or (d) has any actual or potential conflicts of interest with any Indemnified City Parties who would be represented by such proposed legal counsel. Licensee shall not, without the City's written consent, enter into any compromise or settlement agreement on any Indemnified City Parties' behalf that: (x) admits any liability, culpability or fault whatsoever on any Indemnified City Parties' part; or (y) requires any Indemnified City Party to take or refrain from any action, which includes without limitation any change in the City's policies or any monetary payments. Nothing in this License shall be construed to limit or preclude any Indemnified City Parties or their respective legal counsel from cooperating with Licensee and/or participating in any judicial, administrative, alternative dispute resolution or other litigation or proceeding. Licensee's obligations under this Section 15.2 shall survive this License's revocation, termination or expiration.

16. INSURANCE

Prior to any construction, installation or other work by Licensee or its contractors or subcontractors in, on, under or above the Streets, Licensee shall comply with all insurance requirements and other obligations contained in **Exhibit B** (Licensee's Insurance Obligations), attached hereto and incorporated herein, and shall provide the City with all required certificates, endorsements and other documentation. The City shall have the right to amend or replace the insurance requirements and other obligations contained in **Exhibit B** on 60 days' prior written notice to Licensee. Any noncompliance with any insurance requirements in this License by Licensee or its contractors or subcontractors shall be a material default by Licensee.

17. LIMITATIONS ON THE CITY'S LIABILITY

17.1. General Limitations

Licensee expressly acknowledges that the City is not responsible or liable to Licensee for any Claims that arise in connection with: (a) acts or omissions by persons or entities using the Streets or other areas adjoining, adjacent to or connected with any License Area; (b) any utility service interruption; (c) theft; (d) burst, stopped or leaking water, gas, sewer,

steam or other pressurized pipes; (e) fires, floods, earthquakes or other force majeure; (f) any vehicular collision on or about the License Area or other City Property; (g) any costs or expenses incurred in connection with any relocation or rearrangement as provided in Section 8 (Rearrangement and Relocation); or (h) any costs or expenses incurred in connection with any removal or restoration as provided in this License; all except to the extent such events are caused directly and exclusively by the City's gross negligence or willful misconduct. Licensee, in perpetuity, expressly waives and releases all Claims it may now or in the future have against any Indemnified City Parties, whether known or unknown, whether foreseeable or unforeseeable, that arise in connection with the events described in this Section 17 as may be related to this License or locations on or about the License Area. In no event will Licensee or its Agents be personally liable to the City for any default, breach or any other nonperformance or unpaid sum by Licensee. The provisions in this Section 17.1 shall survive this License's revocation, termination or expiration.

17.2. Consequential, Indirect or Punitive Damages

Without limiting any indemnification obligation placed on Licensee or other waivers contained in this License, Licensee fully releases, waives and discharges forever any and all Claims against the City for consequential and incidental damages that may arise from or in connection with this License or Licensee's use on or about the License Area, which includes without limitation any lost profits related to any disruption to Equipment, any interference with uses or operations conducted by Licensee, from any cause whatsoever, and whether or not due to the active or passive negligence or willful misconduct by the City or any Indemnified City Parties, and covenants not to sue for such damages the City, the City's departments and all City agencies, officers, directors and employees, and all persons acting by, through or under them.

17.3. No Relocation Assistance

This License shall not create any right in Licensee to receive any relocation assistance or payment for any reason under the California Relocation Assistance Law (California Government Code §§ 7260 *et seq.*), the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. §§ 4601 *et seq.*), as either may be amended or superseded, or any similar Laws upon or after any termination. To the extent that any such Laws 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 provided in Section 19 (Condemnation).

17.4. No Personal Liability for City Personnel

In no event will any City board, agency, member, officer, employee or other Agent be personally liable to Licensee, its successors or assigns, for any default, breach, other nonperformance or sum unpaid sum by the City. The provisions in this Section 17.4 shall survive this License's revocation, termination or expiration.

18. CASUALTY

18.1. City's Rights Upon a Casualty Event

In the event the License Area in whole or in part becomes damaged due to any cause, the City will have no obligation whatsoever to repair or replace the damaged License Area. Within approximately 30 days after the date on which the City discovers damage or destruction to the License Area, the City will give Licensee notice of the City's decision whether to repair or replace the damaged License Area 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 do the work, then Licensee will have the right to terminate this License on 30 days' notice to the City. If the City elects to remove, rather than repair or replace, the damaged or destroyed License Area, then this License will automatically terminate on the last day of the month in which the removal occurs. 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 damages or destroys the License Area to such an extent that, in the City's reasonable determination, the Equipment on the License Area cannot be operated in a safe manner, the City may elect to terminate this License on 30 days' notice to Licensee and require Licensee to remove the Equipment from the damaged License Area before the termination date specified in the City's notice.

18.2. Licensee's Termination Rights Upon a Casualty Event

In the event that the City terminates this License pursuant to Section 18.1 (City's Rights Upon a Casualty Event), the City will prioritize its review of any request by Licensee for a substantially similar license on a different pole as a replacement for this License.

18.3. Statutory Waiver

The parties understand, acknowledge and agree that this License fully governs their rights and obligations in the event that the License Area becomes 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.

19. CONDEMNATION

This License will automatically terminate as to the part taken or transferred on the date the permanent taking or transfer occurs. 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 this 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. The parties understand, acknowledge and agree that this Section 19 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 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 License.

20. ASSIGNMENTS AND OTHER TRANSFERS

20.1. General Restriction

Licensee shall have no right to assign or transfer any right, title or interest, in whole or in part, in, under or through this License 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 under the following circumstances: (1) the proposed assignee lacks the necessary Regulatory Approvals to conduct the Permitted Use or perform all Licensee's obligations; (2) the City reasonably determines that the proposed assignee lacks the financial qualifications to perform all Licensee's obligations; (3) Licensee refuses to reimburse the City for the reasonable and documented costs to consider the proposed assignment and/or the proposed assignee; and/or (4) at any time in which any Default by Licensee remains uncured.

20.2. Permitted Assignments

Notwithstanding the preceding section, Licensee will be permitted to assign or otherwise transfer this License without the City's prior consent but with notice to the City, to: (a) an entity that acquires all or substantially all Licensee's assets in the market in which the City is located (as the "market area" is or may be defined by the FCC); (b) Licensee's parent; (c) an entity that acquires a controlling interest in Licensee by a change in stock ownership or partnership interest; or (d) an entity controlled by Licensee (each a "**Permitted Assignment**"). Notwithstanding anything in this License to the contrary, a Permitted Assignment will be subject to all the following conditions: (i) the assignee may use the License Area only for the Permitted Use and for no other purpose whatsoever; (ii) the assignee possesses all Regulatory Approvals necessary to lawfully install, operate, and maintain Equipment on the License Area; (iii) Licensee provides the City with notice 60 days before the effective date of such Permitted Assignment, stating the contact information for the proposed assignee and providing financial information establishing that the proposed assignee has the capital and fiscal qualifications greater than or equal to Licensee's as it existed on the Effective Date; (iv) Licensee is in good standing under this License; (v) the assignee shall covenant to perform all Licensee's obligations under this License and Licensee will be and remain liable jointly and severally with the assignee for all obligations to be performed by assignee; and (vi) within 30 calendar days after Licensee receives a written demand from the City, Licensee shall reimburse the City for all reasonable and documented costs incurred by the City in connection with the Permitted Assignment.

20.3. Effect of Assignment

No assignment by Licensee, consent to assignment by the City, or Permitted Assignment will relieve or release Licensee from any obligation on its part under this 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 License and receives City's prior written acknowledgement that to City's reasonable satisfaction it is financially and organizationally able to meet all such obligations. Any assignment that is not in compliance with this Section 20 will be void and be a material default by Licensee under this License without a requirement for notice and a right to cure. The City's receipt or acceptance of any License Fee, Regulatory Fees, Reimbursement Fees, or other payments from a proposed assignee or transferee will not be deemed to be the City's consent to such assignment.

21. DEFAULT

21.1. Defaults and Cure Periods

The parties agree that any failure to perform or observe any term, condition, obligation or other provision in this License shall be a default. For any monetary default, the defaulting party shall have 30 days after written notice from the non-defaulting party to perfect a cure. The defaulting party shall not be entitled to any additional time to cure a monetary default. For any non-monetary default, the defaulting party shall have 30 days after written notice from the non-defaulting party to perfect a cure; provided, however, that for any non-monetary default that cannot reasonably be cured within 30 days, the defaulting party shall have additional time as is reasonably necessary to perfect the cure if the defaulting party commences to cure the default within the first 30 days after notice and diligently pursues the cure to completion.

21.2. Licensee's Remedies

Except as may be otherwise provided elsewhere in this License, Licensee's sole remedies for the City's uncured default will be (1) to terminate the License on 30 days' prior written notice; and (2) an action for damages subject to the provisions in Section 17 (Limitations on the City's Liability).

21.3. City's Remedies

In addition to all other legal and equitable rights and remedies available to the City, the City will have the following remedies after an uncured default by Licensee:

21.3.1. License Continuation

Without prejudice to its right to other remedies, the City may continue this License with the right to enforce all its rights and remedies, which includes without limitation the right to receive the License Fee and other sums as they may become due.

21.3.2. License Termination

If the City determines, in its sole judgment, that Licensee's default materially impairs the City's ability to perform its municipal functions or threatens public health, safety or welfare, then the City may terminate this License on written notice to Licensee.

21.3.3. Default Fees

In addition to all other rights and remedies available to the City, the City may require Licensee to pay an additional fee for any and all actual costs incurred by the City in connection with a default event to reimburse the City's administrative cost to enforce compliance with this License (each a "**Default Fee**"). Licensee shall pay the Default Fee within 30 days after the City's written demand for reimbursement and reasonable documentation to support such costs. If Licensee fails to timely pay the Default Fee or cure the underlying default within the applicable cure period, the City shall have the right (but not the obligation) to send Licensee a follow-up notice and demand for an additional Default Fee that will be due and payable within 10 days. Licensee's obligation to pay Default Fees is separate and distinct from the underlying default. Default Fee payments shall not be deemed to cure the underlying default.

21.4. Cumulative Remedies

Except as otherwise provided in this License, all rights and remedies available to the City or Licensee are cumulative, and not a substitute for, any rights or remedies otherwise available to the City or Licensee.

22. TERMINATION

This License may be terminated as follows: (1) by a non-defaulting party upon written notice if the defaulting party remains in default beyond any applicable cure period; (2) by the City upon written notice if Licensee attempts to assign or otherwise transfer this License in a manner that violates this License; or (3) by Licensee upon 60 days' prior written notice to the City for any or no reason. In addition, and subject to Section 26, the City has the right to terminate this License on written notice to Licensee when the City determines, in the City's sole discretion, that Licensee's operations on or about the License Area (i) adversely affect or threaten public health and safety, (ii) materially interfere with the City's municipal functions or (iii) require the City to maintain Vertical Infrastructure that the City no longer needs for its own purposes. In the event of termination pursuant to subsections (ii) or (iii), the City shall provide 30 days' prior written notice of termination.

23. HAZARDOUS MATERIALS

23.1. Limitations on Hazardous Materials Use

Licensee covenants and agrees that neither Licensee nor its Agents, clients, customers, invitees, guests, tenants, subtenants, licensees, assignees and/or sublicensees will cause or permit any Hazardous Material to be brought upon, kept, used, stored, generated, disposed or Released in, on, under or about the License Area or any other City Property, in whole or part, or transported to or from any City Property in any manner that violates any Environmental Laws; provided, however, that Licensee may use Hazardous Materials in small quantities that are customarily used for routine operation, cleaning and maintenance and so long as all such Hazardous Materials are contained, handled and used in compliance with all Environmental Laws.

23.2. Notice to the City After a Release

Licensee shall immediately notify the City if and when Licensee learns or has reason to believe any Hazardous Material Release has occurred in, on, under or about the License Area or other City Property. Licensee will not be deemed to have assumed liability for any such Release by giving such notice, unless such Release was caused by or arose in connection with Licensee's or its Agent's, client's, customer's, invitee's, guest's, tenant's, subtenant's, licensee's, assignee's and/or sublicensee's acts, omissions or negligence.

23.3. Licensee's Hazardous Material Indemnification Obligations

If Licensee breaches any obligations contained in this Section 23, or if any act, omission or negligence by Licensee or its Agents, clients, customers, invitees, guests, tenants, subtenants, licensees, assignees and/or sublicensees results in any contamination on or about the License Area or other City Property, or in a Hazardous Material Release from, on, about, in or beneath the License Areas or any other City Property, in whole or in part, or any Environmental Law violation, then Licensee, for itself and its successors and assigns, shall indemnify, defend and hold the City and any Indemnified City Parties harmless, 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) that arises during or after the Term related to or in connection with such Release or violation; provided, however, Licensee shall not be liable for any Claims to the extent such Release or violation was caused directly and exclusively by the City's gross negligence or willful misconduct. Licensee's indemnification obligation includes all costs incurred in connection with any activities required to Investigate and Remediate any Hazardous Material brought or Released onto the License Area or other City Property by Licensee or its Agents, clients, customers, invitees, guests, tenants, subtenants, licensees, assignees and/or sublicensees, and to restore the License Area or other City Property to its condition prior to such introduction or Release, or to correct any Environmental Law violation. Licensee specifically acknowledges and agrees that it has an immediate and independent obligation to defend the City and the other Indemnified City 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, and that said obligation arises at the time such Claim is tendered to Licensee by the Indemnified City

Party and continues until the Claim is finally resolved. Without limiting the foregoing, if Licensee or any of its Agents, clients, customers, invitees, guests, tenants, subtenants, licensees, assignees and/or sublicensees causes any Hazardous Material Release 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 City Party, take any and all necessary actions to return the License Area and/or other City Property, as applicable, to the condition existing prior to such Hazardous Materials Release 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 directly or exclusively by the City's gross negligence or willful misconduct. 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 that involves Hazardous Material Release covered under this Section 23.

24. 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 Permitted Use, the License Area or the Streets.

25. PERFORMANCE BOND

Before the City issues any Regulatory Approval required to commence construction, installation or other work in connection with the Equipment, Licensee shall, at its sole cost and expense, post a performance bond from a surety and in a form acceptable to the Public Works Director (or his or her designee) and the City Attorney in an amount reasonably necessary to cover the cost to remove the Equipment and all associated improvements and completely restore all affected areas based on a written estimate from a qualified contractor with experience in wireless facilities removal. The written estimate must include the cost to remove all the Equipment and all associated improvements, which includes, without limitation, all antennas, radios, batteries, generators, utilities, cabinets, mounts, brackets, hardware, cables, wires, conduits, structures, shelters, towers, poles, footings and foundations, whether above ground or below ground, constructed or installed in connection with the Equipment, plus the cost to completely restore any areas affected by the removal work to a condition that is neat, clean, safe and compliant with applicable laws. In establishing or adjusting the bond amount required under this condition, and in accordance with California Government Code § 65964(a), the Public Works Director (or his or her designee) shall take into consideration any information provided by Licensee regarding the cost to remove the Equipment as provided in this Section 25. The performance bond shall expressly survive the Term to the extent required to completely remove the subject Equipment and restore the affected areas in accordance with this Section 25 and upon completion of such removal and restoration, Licensee may release the performance bond and the City shall cooperate with such release. The parties acknowledge that Licensee and the City may enter into

one or more pole license agreements and that Licensee may elect to have one performance bond that covers multiple pole licenses in lieu of obtaining a separate performance bond for each pole license; provided that a performance bond that covers multiple pole licenses remains, at all times relevant to this License, sufficient to meet the removal and restoration conditions in this Section 25.

26. SURRENDER OF LICENSE AREA

Within 30 days after expiration or early termination of this License, Licensee shall, at Licensee's sole cost and expense, remove all Equipment and restore all affected areas to a condition compliant with all applicable Laws, in at least as good as the condition existed immediately before such Equipment were installed, reasonable wear and tear excepted, and to the Public Works Director's (or his or her designee's) satisfaction. The City may, in its discretion, extend the 30-day period by written notice to Licensee. If Licensee fails to timely perform its removal and restoration obligations under this License, then: (a) Licensee shall remain responsible for all its obligations under this License and liable for all Claims that may arise in connection with the Equipment through and until such Equipment are completely removed and the affected areas are completely restored; (b) the City shall have the right (but not the obligation) to perform such obligations; (c) the City shall have the right to store, sell or destroy any Equipment, improvements, personal property or other things installed by Licensee in connection with this License; and (d) Licensee shall reimburse the City for all costs incurred by the City in connection with such removal and restoration work within 30 days after a written demand for reimbursement and reasonable documentation to support such costs. Within 90 days after any Equipment have been removed, Licensee shall file as-built plans and maps with the Public Works Director (or his or her designee) in the same manner and subject to the same requirements as provided in Section 6.11 (As-Built Plans and Maps).

27. INSPECTIONS AND REPORTS

27.1. License Area Inspections

At all reasonable times throughout the Term, the Public Works Director (or his or her designee), shall have the right (but not the obligation) to: (a) inspect all the Equipment, all appurtenant structures and any other equipment or improvements in the Streets constructed, installed, laid, maintained or operated by Licensee; and (b) evaluate Licensee's compliance with this License and any permit or other authorization in connection with the Equipment. In the event that any such inspection or evaluation concludes that any Equipment were installed, operated or maintained without all Regulatory Approvals or the Equipment were not installed, operated or maintained in substantial compliance with this License, any modifications performed pursuant to Section 6.9, any as-built plans or maps associated with the Equipment or any applicable Laws, then Licensee shall reimburse the City for the City's reasonable, actual and documented costs and expenses to conduct the inspection and/or evaluation, which includes without limitation any costs or expenses by any third-party inspectors or consultants.

27.2. Records Maintenance and Audits

Licensee shall maintain throughout the Term (and for at least four years after this License expires or terminates) the following records in physical format at Licensee's Office and in an electronic format: (a) identification information and physical location (e.g., a physical address and/or GPS coordinates) for all Equipment within the City's territorial and/or jurisdictional boundaries; (b) a ledger or other similar document that contains the amount, payment date and reason for all sums paid to the City pursuant to this License; (c) true and correct copies of all as-built plans, maps and Regulatory Approvals in connection with the Equipment; (d) proof of insurance and other related documents required to be carried and maintained under Section 16 (Insurance); and (e) all correspondence with the City in connection with any matter related to this License. To determine whether Licensee has fully and accurately paid all sums payable to the City under this License, if any, and to determine whether Licensee has complied with its other obligations, the City, or its designee, will have the right (but not the obligation) to inspect, audit and make copies of Licensee's records pertaining to this License at Licensee's Office during regular business hours on 10 days' notice to Licensee and/or Licensee shall provide City, or its designee, electronic copies of documentation reasonably required by City to confirm Licensee's compliance hereunder.

27.3. Annual Capital Improvement Forecasts

Upon at least 60 days' prior written notice from the City, Licensee shall submit a written report to the Public Works Director (or his or her designee) that contains: (a) a list of all permits issued by the City in connection with this License in the last calendar year; (b) a description of all construction authorized under such permits, which includes without limitation the total length of all communication lines, wires and cables; (c) the total length of all communication lines, wires and cables actually installed under such permits; and (d) a map that depicts the accurate location for all Equipment. Upon at least 60 days' prior written notice from the City, Licensee shall submit a projected capital improvement forecast for its operations within the City's territorial and jurisdictional boundaries. The capital improvement forecast must include anticipated schedules for all new Equipment and repairs, replacements and modifications to existing Equipment to the extent feasible and with sufficient detail to allow the City to coordinate its own public improvements and other capital improvement projects by third parties.

28. MISCELLANEOUS PROVISIONS

28.1. Notices

Except as may be specifically provided otherwise in this License, all notices, demands or other correspondence required to be given in connection with or pursuant to this License must be written and delivered through (i) an established national courier service that maintains delivery records and confirmations; (ii) hand delivery; or (iii) certified or

registered U.S. Mail with prepaid postage and return receipt requested, and addressed as follows:

TO CITY: City Clerk
5050 Clark Avenue
Lakewood, CA 90712
Telephone: (562) 866-9771 ext. 2200
Facsimile: (562) 866-0505
Email: cityclerk@lakewoodcity.org

with copies to: Department of Public Works
5050 Clark Avenue
Lakewood, CA 90712
Telephone: (562) 866-9771 ext. 2500
Facsimile: (562) 866-0505
Email: service1@lakewoodcity.org

TO LICENSEE: _____

with copies to: _____

All notices, demands or other correspondence in connection with this License will be deemed to have been delivered: (a) two days after deposit if delivered by U.S. certified mail; (b) the date delivery is made by personal delivery or overnight delivery; or (c) the date an attempt to make delivery fails if a party changes its address without proper notice or refuses to accept delivery after an attempt. Any copies required to be given constitute an administrative step for the parties' convenience 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. Waivers

No failure by either the City or Licensee to insist that the other strictly perform any obligation, term, covenant or condition under this License or to exercise any rights, powers or remedies in connection with the other party's failure to strictly perform such obligation, term, covenant or condition no matter how long the failure to insist on such performance or exercise such rights, powers or remedies, will be deemed to waive any default for non-performance. No behaviors, patterns or customs that may arise between the parties with respect to their performance required under this License will be deemed to waive any rights, powers or remedies the parties' may have to insist on strict

performance. Neither Licensee's payment nor the City's or its Agents' acceptance of any License Fee or any other sums due to the City or its Agents under this License during any such default will be deemed to cure any such default, waive the City's right to demand material compliance with such obligation, term, covenant or condition or be deemed to be an accord and satisfaction for any Claim the City may have for further or additional sums. Any express waiver by either the City or Licensee in connection with any default or obligation to perform any provision, term, covenant or condition under this License will: (i) be limited to the specific default or performance for which the express waiver is granted; (ii) not be deemed to be a continuing waiver; and (iii) not affect any other default or performance no matter how similar or contemporaneous such other default or performance may be. The City's or Licensee's consent given in any specific instance in connection with or pursuant to this License will not relieve the City or Licensee from the obligation to secure the other's consent in any other or future specific instances, no matter how similar or contemporaneous the request for consent may be.

28.3. Integration; Amendments

This License constitutes the entire agreement and understanding between the parties, and supersedes any and all prior agreements and understandings, whether written or oral, with respect to the subject matter covered in this License. This License and any default in connection with this License may not be orally changed, waived, discharged, altered, modified, amended or terminated. This License and any default in connection with this License may not be changed, waived, discharged, altered, modified, amended or terminated, except by a written instrument signed by both parties.

28.4. Interpretation

The parties acknowledge and agree that the following interpretive rules will be applicable to this 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 their correlated forms (e.g., the definition for "indemnify" applies to "indemnity," "indemnification," etc.).

28.4.2. Joint and Several Liability

In the event that the City consents to enter into this License with more than one Licensee, which consent the City may withhold or condition in the City's sole and absolute discretion, the obligations and liabilities imposed on Licensee under this License will be joint and several among the multiple Licensees to this License.

28.4.3. Captions and Other Reference Material

The section captions in this License and the table of contents have been included for the parties' convenience and reference and neither the captions nor the table of contents in no way define or limit the scope or intent of any provision in this License.

28.4.4. Time

References in this License to "days" mean calendar days, unless specifically provided otherwise. A "business day" means a day other than a Saturday, Sunday or a bank or City holiday. If the last day in 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 giving notice, replying to the notice or undertaking any other action will be the next business day. Except as modified in this Section 28.4.4, time is of the essence with respect to all provisions in this License for which a definite time for performance is specified.

28.4.5. Inclusive Words and/or Phrases

Inclusive terms and/or phrases, which includes without limitation the terms and/or phrases "including," "such as" or similar words or phrases that follow any general or specific term, phrase, statement or matter may not be construed to limit the term, phrase, statement or matter to the stated terms, statements or matters, or the listed items that follow the inclusive term or phrase, whether any non-limitation language or disclaimers, such as "including, but not limited to" and/or "including without limitation" are used or not. Rather, the stated term, phrase, statement or matter will be interpreted to refer to all other items or matters that could reasonably fall within such term, phrase, statement or matter given its broadest interpretation.

28.5. Successors and Assigns

Except as may be expressly provided in this License, the conditions, covenants, promises and terms contained in this License will bind and inure to the benefit of the City and Licensee and their respective successors and assigns.

28.6. Brokers

The parties represent to each other that neither has had any contact, dealings or communications with any Broker in connection with this License, whose commission, if any, would be paid pursuant to a separate written agreement between such Broker and such party with which such Broker contracted. In the event that any Broker perfects any claim or finder's fee based upon any such contact, dealings or communications, the party to such written contract with such Broker shall indemnify the other party from all Claims brought by such Broker. This Section 28.6 will survive this License's expiration or earlier termination.

28.7. Governing Law; Venue

This License must be construed and enforced in accordance with the laws of the State of California, without regard to the principles of conflicts of law. This License is made, entered and will be performed in the City of Lakewood, County of Los Angeles, State of California. Any action concerning this License must be brought and heard in the California Superior Court for the County of Los Angeles or, if jurisdiction is proper, in the United States District Court for the Central District of California.

28.8. Litigation Fees and Costs

In the event the City or Licensee prevails in an action to enforce its rights under this License, the prevailing shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, incurred in connection with such action.

28.9. Recording

Licensee acknowledges and agrees that: (1) this License affects the City's personal property and therefore cannot be recorded in any official records; (2) Licensee shall not have the right to record this License, any memorandum or any short-form agreement in relation to this License; and (3) Licensee shall, at Licensee's sole cost and expense, remove any document or other instrument recorded against the City's title to any City Property promptly upon the City's request or demand. In the event that this License affects or is deemed to affect any real property owned by the City, Licensee may not record any document or instrument in connection with this License without the City's prior written consent, which the City may withhold in the City's sole and absolute discretion.

28.10. No Third-Party Beneficiaries

This License is not 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 License or the real or personal property(ies) that may be affected by the same.

28.11. Survival

All terms, provisions, covenants, conditions and obligations in this License will survive this License's expiration or termination when, by their sense or context, such provisions, covenants, conditions or obligations: (1) cannot be observed or performed until this License's expiration or earlier termination; (2) expressly so survive; or (3) reasonably should survive this License's expiration or earlier termination. Notwithstanding any other provision in this License, the parties' rights to enforce any and all indemnities, representations and warranties given or made to the other party under this License or any provision in this License will not be affected by this License's expiration or termination.

28.12. Severability

If any provision in this License or such provision's application to any person, entity or circumstances is or held by any court with competent jurisdiction to be invalid or unenforceable: (1) such provision or its application to such person, entity or circumstance will be deemed severed from this License; (2) all other provisions in this License or their application to any person, entity or circumstance will not be affected; and (3) all other provisions in this License or their application to any person, entity or circumstance will be valid and enforceable to the fullest extent permitted by Law, except to the extent that such enforcement would (a) be manifestly unreasonable or manifestly inequitable under all the circumstances or (b) undermine one or both parties' fundamental purpose in entering this License.

[END OF AGREEMENT – SIGNATURES APPEAR ON NEXT PAGE]

The City and Licensee executed this License as of the date last written below:

THE CITY:

City of Lakewood,
a California municipal corporation

By: _____

Its: City Manager

Date: _____

LICENSEE:

[licensee name],
a *[licensee's corporate form]*

By: _____

Its: _____

Date: _____

APPROVED AS TO FORM:

By: _____

Steve Skolnik
City Attorney

ATTEST:

By: _____

Jo Mayberry
City Clerk

[END OF SIGNATURES – EXHIBITS AND SCHEDULES APPEAR ON NEXT PAGE]

SCHEDULE 1

ANNUAL LICENSE FEE

YEAR OF TERM	YEAR	ANNUAL LICENSE FEE
1	2019	\$270.00
2	2020	\$278.10
3	2021	\$286.44
4	2022	\$295.04
5	2023	\$303.89
6	2024	\$313.00
7	2025	\$322.39
8	2026	\$332.07
9	2027	\$342.03
10	2028	\$352.29

SCHEDULE 2

CITY'S ESTIMATED FAIR MARKET LICENSE FEES

YEAR	ANNUAL LICENSE FEE
2019	\$1,000.00
2020	\$1,030.00
2021	\$1,060.90
2022	\$1,092.73
2023	\$1,125.51
2024	\$1,159.27
2025	\$1,194.05
2026	\$1,229.87
2027	\$1,266.77
2028	\$1,304.77
2029	\$1,343.92
2030	\$1,384.23
2031	\$1,425.76
2032	\$1,468.53
2033	\$1,512.59
2034	\$1,557.97
2035	\$1,604.71
2036	\$1,652.85
2037	\$1,702.43
2038	\$1,753.51

EXHIBIT A-1

LICENSE AREA

(A site survey or surveys that depicts the location(s) of the Vertical Infrastructure within the City and the location(s) of the Licensee's attachments to such Vertical Infrastructure appears behind this coversheet. Pursuant to Section 6.11 of this License, the City shall have the right to substitute post-construction surveys and/or as-built drawings of the completed facility.)

EXHIBIT A-2

APPROVED PLANS

(Prior to the issuance of a construction permit or permits, the Licensee shall tender its Preliminary Plans as this exhibit. After the issuance of a construction permit or permits, the Approved Plans shall be substituted in place of the Preliminary Plans in accordance with Section 6.2 of this License. Pursuant to Section 6.11 of this License, the City shall have the right to substitute post-construction surveys and/or as-built drawings of the completed facility(ies) in place of the Approved Plans.)

EXHIBIT B

LICENSEE'S INSURANCE OBLIGATIONS

(a) Required Insurance Policies and Limits

Licensee shall carry and keep in effect at all times during the Term, at Licensee's sole cost and expense, insurance policies with coverage and limits as stated below. The required limits may be met by a combination of primary and excess or umbrella insurance.

(1) Commercial General Liability Insurance

Licensee shall obtain and maintain commercial general liability insurance (including premises operations; explosion, collapse and underground hazard; broad form property damage; products/completed operations; contractual liability; independent contractors; and personal injury) with a combined single limit for each occurrence of not less than Five Million Dollars (\$5,000,000) and an aggregate limit of not less than Ten Million Dollars (\$10,000,000).

(2) Workers' Compensation Insurance

Licensee shall carry and maintain workers' compensation insurance per California statutory limits with Employer's Liability Limits not less than One Million Dollars (\$1,000,000) per each accident or disease per employee.

(3) Commercial Automobile Liability Insurance

Licensee shall carry and maintain commercial automobile liability insurance, for owned, non-owned and hired autos, with a combined single limit for bodily injury and property damage of not less than Two Million Dollars (\$2,000,000) combined single limit per accident for bodily injury and property damage.

(4) "All Risk" Property Insurance

Licensee shall carry and maintain property insurance coverage for perils usual to a standard "all risk" insurance policy that covers all Licensee's Equipment within the Streets, and with limits equal to the cumulative replacement value for all such Equipment.

(b) 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 License; (3) that such insurance applied

separately to each insured against whom a Claim is made or brought, except with respect to limits; (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 below the minimum requirements in this **Exhibit B** as to any other named insured; and (5) that such policies shall afford coverage for all Claims based on acts, omissions, for bodily injury or property damage that occurred or arose (or the onset occurred or arose) in whole or in part during the policy period.

City's additional insured status shall not extend to claims for punitive or exemplary damages arising out of the acts or omissions of City, its employees, agents or independent contractors or where such coverage is prohibited by law.

All insurance policies required to be maintained by Licensee under this License shall be endorsed to provide written notice of cancellation for any reason, including without limitation intent not to renew or reduce coverage excluding non-payment of premium 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 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 (f) to this **Exhibit B**.

All insurance policies required to be maintained by Licensee under this License shall contain a standard separation of insureds provision. No insurance policies required to be maintained by Licensee under this License may contain any special limitations on the scope of protections to the City or any Indemnified City Party.

(c) Claims-Made Policies

In the event that any required insurance under this 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 License expires or terminates, to the effect that, should any event during the Term give rise to a Claim brought after this License expires or terminates, such Claims will be covered under Licensee's claims-made policies. The provisions in this Section shall survive this License's expiration or termination.

(d) General Aggregate Limit

The general aggregate limit for any required insurance under this License must be double the per-occurrence or Claims limits specified in Section (a) to this **Exhibit B** 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.

(e) Certificates

On or before the Effective Date, Licensee shall deliver to the City all insurance certificates and endorsements from Licensee's insurance providers in a form reasonably satisfactory to the City that evidences all the required coverages under this License. In addition, Licensee shall promptly deliver to the City all certificates and required endorsements after Licensee receives a request from the City.

(f) Insurer Qualifications

Licensee's insurance providers must be authorized to do business in California and must meet or exceed an A.M. Best's Key Rating A-VII or its equivalent. Any other insurance providers shall require the prior approval by the City's Risk Manager, which approval may be refused in the City's Risk Manager's sole discretion.

(g) Waiver of Subrogation

Licensee and Licensee's insurers each hereby waives any right of recovery against the City for any loss or damage sustained by Licensee with respect to the License Area, in whole or in part, the contents on, under, above or within the License Area or any operation therein, whether such loss is caused by the City's fault or negligence or not, and to the extent such loss or damage is covered by insurance obtained by Licensee under this License or is actually covered by insurance obtained by Licensee. Licensee agrees to cause its insurers to issue appropriate waiver of subrogation rights endorsements to all policies relating to the License Area, but the failure to obtain any such endorsement will not affect the waivers in this Section.

(h) Prohibition Against Self-Insurance Alternatives

Licensee shall not be permitted to meet its insurance obligations under this 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: (1) an amendment or implied waiver to any other requirement in this License; (2) to extend to any assignee or successor to Licensee; or (3) to waive or lessen Licensee's obligation to comply with Section (i) to this **Exhibit B**.

(i) Contractor's Bonds and Insurance

Licensee shall ensure that any person or entity performing work or service on Licensee's behalf or for Licensee's benefit pursuant to this License within the Streets or on any City Property shall secure or provide all bonds and insurance required to be secured or provided by Licensee under this **Exhibit B**, and shall provide the City with evidence to show such bonds or insurance exist before the City issues any permits for such work. In the event that any applicable Law imposes any bonding or insurance requirements on Licensee's contactors or subcontractors that are more protective to the City's interests, such requirements shall control over the requirements in this **Exhibit B**.

(j) City's Right to Terminate

The City may elect, in its sole and absolute discretion, to terminate this 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.

(k) No Limitation on Licensee's Indemnification Obligations

Licensee's insurance obligations under this **Exhibit B** in no way relieves, decreases or modifies Licensee's liability or Licensee's obligations to indemnify, protect and hold the City and any Indemnified City Parties harmless under any other provision in this License.

(l) Contractor's Insurance is Primary

The policies required by this **Exhibit B** shall constitute primary insurance as to the City, its officers, agents, employees and volunteers, so that any other policies held by the City shall not contribute to any loss under said insurance.