

AGENDA
REGULAR CITY COUNCIL MEETING
WEINGART BALLROOM
5000 CLARK AVENUE
LAKEWOOD, CALIFORNIA

June 23, 2020, 7:30 p.m.

Pursuant to Governor Newsom's Executive Order No. N-29-20, members of the City Council of the City of Lakewood or staff may participate in this meeting via teleconference. While maintaining appropriate social distancing, members of the public may participate in person at 5000 Clark Avenue, Lakewood, California. Public comments and questions pertaining to any item on the agenda will be accepted via email at cityclerk@lakewoodcity.org up to 5:30 p.m. on the day of the meeting. We ask that you please indicate the specific item on which you wish to be heard or whether your comments will be under oral communications.

CALL TO ORDER

INVOCATION:

PLEDGE OF ALLEGIANCE:

ROLL CALL: Mayor Todd Rogers
Vice Mayor Jeff Wood
Council Member Steve Croft
Council Member Diane DuBois
Council Member Ariel Pe

ANNOUNCEMENTS AND PRESENTATIONS:

ROUTINE ITEMS:

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

RI-1 MEETING MINUTES - Staff recommends City Council approve Minutes of the Meeting held June 9, 2020

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

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

RI-4 CITY COUNCIL COMMITTEES' ACTIVITIES - Staff recommends City Council approve report of City Council Committees' activities.

RI-5 MONTHLY REPORT OF INVESTMENT TRANSACTIONS - MAY 2020 - Staff recommends City Council receive and file monthly report of investment transactions.

City Council Agenda

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ROUTINE ITEMS: - Continued

- RI-6 AGREEMENT FOR MEMORANDUM OF UNDERSTANDING WITH NESTLE WATERS - Staff recommends City Council approve agreement with Nestle Waters as a tool to expedite procurement of drinking water supply during disaster.
- RI-7 LICENSE AGREEMENT WITH SOUTHERN CALIFORNIA EDISON FOR USE OF CANDLEVERDE PARK - Staff recommends City Council authorize Mayor to execute, on behalf of City, the Southern California Edison License Agreement renewal for Candleverde Park, as approved to form by City Attorney.
- RI-8 RESOLUTION NO. 2020-33; AUTHORIZING APPLICATION FOR, AND RECEIPT OF, LOCAL GOVERNMENT PLANNING SUPPORT GRANT PROGRAM FUNDS - Staff recommends City Council adopt proposed resolution authorizing submittal of grant application to State of California Housing and Community Development Department (HCD) for LEAP grant program, and authorize City Manager to execute required application submittal documents and funding agreement.
- RI-9 AUTHORIZE PURCHASE OF ELECTRONIC VEHICLE STATION REPLACEMENT - Staff recommends City Council authorize Purchasing Officer to purchase two ChargePoint, Inc. EV stations for City Hall at cost of \$11,900.50; authorize the Purchasing Officer to purchase installation of charge point stations from Voltaic, at cost of \$2,500; and appropriate \$14,401 of AQMD funds for purchase and installation of two EV stations at City Hall.
- RI-10 RESOLUTION NO. 2020-34; ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2020-21 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017 - Staff recommends City Council adopt proposed resolution that specifies the street segments to be repaved or other improvements using RMRA Fiscal Year 2020-2021 funds.
- RI-11 RESOLUTION NO. 2020-35; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD EXTENDING A LOCAL EMERGENCY DUE TO THE COVID-19 VIRUS - Staff recommends City Council adopt proposed resolution.

PUBLIC HEARINGS:

- 1.1 RESOLUTION NO. 2020-36; TO ESTABLISH RESIDENTIAL REFUSE RATES FOR FISCAL YEAR 2020-21 - Staff recommends City Council hold a public hearing and adopt the proposed resolution, which enacts the refuse rate adjustment to \$22.70 per month, starting July 1, 2020.
- 1.2 AUTHORIZATION TO NEGOTIATE CONSTRUCTION CONTRACT FOR PUBLIC WORKS CONTRACT NO. 2020-2; ROLLER SHADE IMPROVEMENTS TO THE EXISTING CENTRE AT SYCAMORE PLAZA - Staff recommends City Council authorize staff to negotiate Public Works Contract 2020-2 with project budget of \$65,000; once agreement is negotiated between staff and contractor, authorize Mayor to sign agreement with successful contractor; and authorize staff to approve cumulative total of change orders, as necessary not to exceed \$10,000.

REPORTS:

- 3.1 APPOINTMENT OF MEASURE L CITIZENS OVERSIGHT COMMITTEE MEMBERS - Staff recommends City Council approve member appointments for Measure L Citizens Oversight Committee.

City Council Agenda

June 23, 2020

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REPORTS: - Continued

- 3.2 TAKING THE "OBAMA MAYOR'S PLEDGE" TO REVIEW POLICE USE OF FORCE POLICIES IN LAKEWOOD, AND APPOINTING AN AD HOC COMMITTEE TO BE INVOLVED WITH THE WORK OF THE INTERFAITH COUNCIL AND COMMUNITY DIALOGUE - Staff recommends City Council concur with and approve Mayor Rogers' signing of the Obama Mayor's Pledge on the review of police use of force policies in Lakewood. Staff also recommends that Mayor Rogers appoint two council members to serve on the Ad Hoc Committee on Community Dialogue.

ORAL COMMUNICATIONS:

ADJOURNMENT

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

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

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

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COUNCIL AGENDA

June 23, 2020

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			
None			
2. PART-TIME EMPLOYEES			
A. Appointments			
None			
B. Changes			
None			
C. Separations			
Stacy Barnett	Community Services Specialist	B	06/01/2020
Devin Creighton	Community Services Leader III	B	06/01/2020
Sara Flores	Community Services Leader III	B	06/01/2020
Estrella Meza	Community Services Specialist	B	06/01/2020
Omar Rodriguez-Arellano	Community Services Specialist	B	06/01/2020


Thaddeus McCormack
City Manager

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**CITY OF LAKEWOOD
FUND SUMMARY 6/4/2020**

In accordance with section 2521 of the Lakewood Municipal Code there is presented herewith a summary of obligations to be paid by voucher 98050 through 98112. Each of the following demands has been audited by the Director of Administrative Services and approved by the City Manager.

1010	GENERAL FUND	121,666.09
1020	CABLE TV	774.97
1030	CDBG CURRENT YEAR	2,250.00
1050	COMMUNITY FACILITY	1,033.03
1623	LA CNTY MEASURE W	190.00
3001	CAPITAL IMPROV PROJECT FUND	652.00
3070	PROPOSITION "C"	273.78
5010	GRAPHICS AND COPY CENTER	415.73
5020	CENTRAL STORES	589.45
5030	FLEET MAINTENANCE	1,584.77
7500	WATER UTILITY FUND	23,644.65
		153,074.47

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
98050	06/04/2020	4842	A T & T CORP	248.69	0.00	248.69
98051	06/04/2020	4551	ACCOUNTING PRINCIPALS. INC	882.76	0.00	882.76
98052	06/04/2020	59748	BIG STUDIO INC	2,864.30	0.00	2,864.30
98053	06/04/2020	43135	CERRITOS. CITY OF	19,092.00	0.00	19,092.00
98054	06/04/2020	45894	CINTAS CORPORATION	131.38	0.00	131.38
98055	06/04/2020	4654	BRAGG INVESTMENT COMPANY. INC.	111.11	0.00	111.11
98056	06/04/2020	53451	COMMUNITY FAMILY GUIDANCE CTR	750.00	0.00	750.00
98057	06/04/2020	59607	DANGELO COMPANY	944.46	0.00	944.46
98058	06/04/2020	3213	DIRECTV INC	88.49	0.00	88.49
98059	06/04/2020	4422	GARIBALDO'S NURSERY	701.75	0.00	701.75
98060	06/04/2020	65779	GOLDEN STATE WATER COMPANY	10,115.97	0.00	10,115.97
98061	06/04/2020	35477	HARA M LAWNMOWER CENTER	1,669.88	0.00	1,669.88
98062	06/04/2020	4880	HODGE PRODUCTS INC.	392.54	0.00	392.54
98063	06/04/2020	65891	HUMAN SERVICES ASSOCIATION	750.00	0.00	750.00
98064	06/04/2020	4688	HUNTER. JOHN L & ASSOCIATES	190.00	0.00	190.00
98065	06/04/2020	4180	JONES RICHARD D. A PROF LAW CORP	202.50	0.00	202.50
98066	06/04/2020	53365	KENNY'S AUTO SERVICE	157.00	0.00	157.00
98067	06/04/2020	44733	LIEBERT CASSIDY WHITMORE	6,270.00	0.00	6,270.00
98068	06/04/2020	20300	LONG BEACH CITY GAS & WATER DEPT	102.48	0.00	102.48
98069	06/04/2020	21600	LOS ANGELES CO SHERIFFS DEPT	5,986.65	0.00	5,986.65
98070	06/04/2020	52487	LOS ANGELES CO. REGISTRAR RECORDER	7,977.29	0.00	7,977.29
98071	06/04/2020	36844	LA COUNTY DEPT OF PUBLIC WORKS	4,694.79	0.00	4,694.79
98072	06/04/2020	4409	MALLORY SAFETY AND SUPPLY LLC	99.54	0.00	99.54
98073	06/04/2020	4443	O'REILLY AUTOMOTIVE STORES INC	458.38	0.00	458.38
98074	06/04/2020	47554	OFFICE DEPOT BUSINESS SVCS	351.21	0.00	351.21
98075	06/04/2020	50512	PATHWAYS VOLUNTEER HOSPICE	750.00	0.00	750.00
98076	06/04/2020	41691	SAFETY-KLEEN CORP	294.00	0.00	294.00
98077	06/04/2020	5230	SITEONE LANDSCAPE SUPPLY. LLC	1,703.36	0.00	1,703.36
98078	06/04/2020	29500	SOUTHERN CALIFORNIA GAS CO	2,922.25	0.00	2,922.25
98079	06/04/2020	4972	CHARTER COMMUNICATIONS HOLDINGS. LLC	4,666.31	0.00	4,666.31
98080	06/04/2020	49529	SPICERS PAPER INC	415.73	0.00	415.73
98081	06/04/2020	44104	STATE WATER RESOURCES CONTROL BOARD	150.00	0.00	150.00
98082	06/04/2020	44104	STATE WATER RESOURCES CONTROL BOARD	652.00	0.00	652.00
98083	06/04/2020	2372	TGIS CATERING SVCS INC	440.19	0.00	440.19
98084	06/04/2020	2533	TNEMEC COMPANY INC.	346.01	0.00	346.01
98085	06/04/2020	5124	TW ASSOCIATES	754.16	0.00	754.16
98086	06/04/2020	35089	UNDERGROUND SERVICE ALERT	889.90	0.00	889.90
98087	06/04/2020	5284	UNIFIRST CORPORATION	160.20	0.00	160.20
98088	06/04/2020	4840	VERITIV OPERATING COMPANY	26.65	0.00	26.65
98089	06/04/2020	5117	VITEC VIDEOCOM. INC.	360.00	0.00	360.00
98090	06/04/2020	3943	WATERLINE TECHNOLOGIES INC	1,137.06	0.00	1,137.06
98091	06/04/2020	17640	WAXIE ENTERPRISES INC	70.72	0.00	70.72
98092	06/04/2020	3837	WORTHINGTON FORD	1.68	0.00	1.68
98093	06/04/2020	3699	ACTIVE NETWORK	19,002.73	0.00	19,002.73

**CITY OF LAKEWOOD
SUMMARY CHECK REGISTER**

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
98094	06/04/2020	3699	ACTIVE NETWORK	17,781.25	0.00	17,781.25
98095	06/04/2020	3699	ACTIVE NETWORK	33,372.20	0.00	33,372.20
98096	06/04/2020	3699	BEVERLEY. ASHLEY	18.00	0.00	18.00
98097	06/04/2020	3699	BRADLEY. MARKEYTA LAJEWELL	148.00	0.00	148.00
98098	06/04/2020	3699	BURKEY. HAROLD	130.90	0.00	130.90
98099	06/04/2020	3699	DAVIDSON. DEAN	43.00	0.00	43.00
98100	06/04/2020	3699	GARCIA. ALMA	43.00	0.00	43.00
98101	06/04/2020	3699	GAVIERES. DEBORAH	43.00	0.00	43.00
98102	06/04/2020	3699	JAYASINGHE. KAYLANI	45.00	0.00	45.00
98103	06/04/2020	3699	KUAEA-VENEGAS. SARAH	43.00	0.00	43.00
98104	06/04/2020	3699	LOPEZ. MARIA	43.00	0.00	43.00
98105	06/04/2020	3699	MARTIN. SHEREE	43.00	0.00	43.00
98106	06/04/2020	3699	NISHIMOTO. JANE	43.00	0.00	43.00
98107	06/04/2020	3699	RAMSEY. LORI	520.00	0.00	520.00
98108	06/04/2020	3699	REED. LUCIA	43.00	0.00	43.00
98109	06/04/2020	3699	REEVES. CARMEN	403.00	0.00	403.00
98110	06/04/2020	3699	SEM. ANA	43.00	0.00	43.00
98111	06/04/2020	3699	SEPULVEDA. DANIEL	250.00	0.00	250.00
98112	06/04/2020	3699	VILLANUEVA. RONNIE	43.00	0.00	43.00
Totals:				<u>153,074.47</u>	<u>0.00</u>	<u>153,074.47</u>

**CITY OF LAKEWOOD
FUND SUMMARY 6/11/2020**

In accordance with section 2521 of the Lakewood Municipal Code there is presented herewith a summary of obligations to be paid by voucher 98113 through 98201. Each of the following demands has been audited by the Director of Administrative Services and approved by the City Manager.

1010	GENERAL FUND	424,126.41
1030	CDBG CURRENT YEAR	750.00
1050	COMMUNITY FACILITY	262.23
1371	JAG GRANT	35,606.57
3001	CAPITAL IMPROV PROJECT FUND	56,590.70
3060	PROPOSITION "A"	21,356.10
3070	PROPOSITION "C"	17.00
5010	GRAPHICS AND COPY CENTER	1,240.94
5020	CENTRAL STORES	2,453.28
5030	FLEET MAINTENANCE	15,431.51
6020	GEOGRAPHIC INFORMATION SYSTEM	6.00
7500	WATER UTILITY FUND	200,429.74
8030	TRUST DEPOSIT	1,832.00
8060	WATER FIDUCIARY FUND	27,471.50
		787,573.98

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
98113	06/11/2020	4113	SHAKER NERMINE	1,925.00	0.00	1,925.00
98114	06/11/2020	4551	ACCOUNTING PRINCIPALS. INC	2,426.26	0.00	2,426.26
98115	06/11/2020	5314	ALESHIRE & WYNDER LLP	27,471.50	0.00	27,471.50
98116	06/11/2020	4189	ALLIED INTERNATIONAL	213.53	0.00	213.53
98117	06/11/2020	5322	N. HARRIS COMPUTER CORPORATION	16,112.00	0.00	16,112.00
98118	06/11/2020	4878	B.R. BREWER SIGN & GRAPHICS	525.60	0.00	525.60
98119	06/11/2020	5266	BAY AREA DRIVING SCHOOL. INC.	100.10	0.00	100.10
98120	06/11/2020	4800	BISHOP COMPANY	308.01	0.00	308.01
98121	06/11/2020	66457	BRENNTAG PACIFIC INC	3,517.34	0.00	3,517.34
98122	06/11/2020	315	CALIF PUBLIC PARKING ASSOCIATION	50.00	0.00	50.00
98123	06/11/2020	315	CALIF PUBLIC PARKING ASSOCIATION	20.00	0.00	20.00
98124	06/11/2020	53983	CALIF STATE FRANCHISE TAX BOARD	200.00	0.00	200.00
98125	06/11/2020	45894	CINTAS CORPORATION	70.44	0.00	70.44
98126	06/11/2020	5214	CLEANCOR HOLDINGS LLC	465.00	0.00	465.00
98127	06/11/2020	53451	COMMUNITY FAMILY GUIDANCE CTR	750.00	0.00	750.00
98128	06/11/2020	5200	DAHLIN GROUP. INC.	310.00	0.00	310.00
98129	06/11/2020	4498	DELTA DENTAL INSURANCE COMPANY	1,029.57	0.00	1,029.57
98130	06/11/2020	56889	DELTA DENTAL OF CALIFORNIA	7,773.61	0.00	7,773.61
98131	06/11/2020	4043	DIAMOND ENVIRONMENTAL SERVICES LP	785.11	0.00	785.11
98132	06/11/2020	27200	DICKSON R F CO INC	45,836.43	0.00	45,836.43
98133	06/11/2020	5340	DOXIM INC.	5,192.01	0.00	5,192.01
98134	06/11/2020	5229	DUNRITE PEST CONTROL INC.	260.00	0.00	260.00
98135	06/11/2020	4435	ELLIOTT AUTO SUPPLY COMPANY INC	158.44	0.00	158.44
98136	06/11/2020	4947	FILE KEEPERS. LLC	21.40	0.00	21.40
98137	06/11/2020	5182	FRED ALLEN ENTERPRISES. INC.	388.70	0.00	388.70
98138	06/11/2020	64215	GOLD COAST AWARDS INC	153.19	0.00	153.19
98139	06/11/2020	3830	GRADY. WILLIAM	646.01	0.00	646.01
98140	06/11/2020	5272	GREENE BACKFLOW	360.00	0.00	360.00
98141	06/11/2020	58838	HANSON AGGREGATES LLC	175.00	0.00	175.00
98142	06/11/2020	53365	KENNY'S AUTO SERVICE	151.00	0.00	151.00
98143	06/11/2020	18550	LAKEWOOD. CITY OF	500.00	0.00	500.00
98144	06/11/2020	18400	LAKEWOOD. CITY WATER DEPT	39,024.57	0.00	39,024.57
98145	06/11/2020	20700	LONG BEACH PUBLIC TRANSPORTATION CO	21,356.10	0.00	21,356.10
98146	06/11/2020	3564	LONG BEACH. CITY OF	763.88	0.00	763.88
98147	06/11/2020	21600	LOS ANGELES CO SHERIFFS DEPT	49,374.69	0.00	49,374.69
98148	06/11/2020	36844	LA COUNTY DEPT OF PUBLIC WORKS	572.86	0.00	572.86
98149	06/11/2020	4887	MATHESON TRI-GAS. INC.	223.11	0.00	223.11
98150	06/11/2020	4892	NESTLE WATERS NORTH AMERICA	38.82	0.00	38.82
98151	06/11/2020	4443	O'REILLY AUTOMOTIVE STORES INC	295.74	0.00	295.74
98152	06/11/2020	47554	OFFICE DEPOT BUSINESS SVCS	352.25	0.00	352.25
98153	06/11/2020	51171	PERS LONG TERM CARE PROGRAM	70.64	0.00	70.64
98154	06/11/2020	5199	PETTY CASH/ANDREW CAMACHO	1,313.02	0.00	1,313.02
98155	06/11/2020	1919	POLLARD JOSEPH G COMPANY INC	159.63	0.00	159.63
98156	06/11/2020	15600	LONG BEACH PUBLISHING CO	322.39	0.00	322.39

**CITY OF LAKEWOOD
SUMMARY CHECK REGISTER**

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
98157	06/11/2020	51135	PVC TECH CORPORATION	394.20	0.00	394.20
98158	06/11/2020	47285	ROTARY CORP	688.86	0.00	688.86
98159	06/11/2020	41691	SAFETY-KLEEN CORP	20.00	0.00	20.00
98160	06/11/2020	66280	BARRY SANDLER ENTERPRISES	118.05	0.00	118.05
98161	06/11/2020	5218	SH & YK INC.	496.00	0.00	496.00
98162	06/11/2020	5197	SIGNAL HILL AUTO ENTERPRISES INC.	686.79	0.00	686.79
98163	06/11/2020	62286	J R SIMPLOT COMPANY	501.52	0.00	501.52
98164	06/11/2020	5230	SITEONE LANDSCAPE SUPPLY. LLC	4,063.47	0.00	4,063.47
98165	06/11/2020	26900	SO CALIF SECURITY CENTERS INC	65.70	0.00	65.70
98166	06/11/2020	36658	SOUTH COAST A.O.M.D.	275.26	0.00	275.26
98167	06/11/2020	4062	SPARTAN TOOL LLC	1,029.03	0.00	1,029.03
98168	06/11/2020	49529	SPICERS PAPER INC	351.64	0.00	351.64
98169	06/11/2020	37930	STANDARD INSURANCE CO UNIT 22	2,258.75	0.00	2,258.75
98170	06/11/2020	37930	STANDARD INSURANCE CO UNIT 22	8,731.46	0.00	8,731.46
98171	06/11/2020	44104	STATE WATER RESOURCES CONTROL BOARD	90.00	0.00	90.00
98172	06/11/2020	4581	STEIN. ANDREW T	1,782.25	0.00	1,782.25
98173	06/11/2020	38679	WESTERN EXTERMINATOR COMPANY	28.48	0.00	28.48
98174	06/11/2020	1676	U S TELEPACIFIC CORP	1,527.39	0.00	1,527.39
98175	06/11/2020	4873	TRANSAMERICA LIFE INSURANCE COMPANY	1,794.29	0.00	1,794.29
98176	06/11/2020	52484	TREND OFFSET PRINTING SERVICES INC	3,784.78	0.00	3,784.78
98177	06/11/2020	5305	TRUMAN ARNOLD COMPANIES	12,039.36	0.00	12,039.36
98178	06/11/2020	60685	TURF STAR	285.83	0.00	285.83
98179	06/11/2020	66245	TYLER TECHNOLOGIES MUNIS DIVISION	1,350.00	0.00	1,350.00
98180	06/11/2020	1568	ULINE	1,068.17	0.00	1,068.17
98181	06/11/2020	5284	UNIFIRST CORPORATION	160.20	0.00	160.20
98182	06/11/2020	4907	VARSITY BRANDS HOLDING CO INC	1,137.94	0.00	1,137.94
98183	06/11/2020	64652	CELLCO PARTNERSHIP	525.43	0.00	525.43
98184	06/11/2020	57135	VISION SERVICE PLAN	4,372.97	0.00	4,372.97
98185	06/11/2020	7400	WATER REPLENISHMENT DISTRICT OF	174,524.75	0.00	174,524.75
98186	06/11/2020	3943	WATERLINE TECHNOLOGIES INC	1,423.92	0.00	1,423.92
98187	06/11/2020	17640	WAXIE ENTERPRISES INC	344.54	0.00	344.54
98188	06/11/2020	40925	WEST COAST ARBORISTS INC	250,047.30	0.00	250,047.30
98189	06/11/2020	2279	AMERICAN PACIFIC PRINTERS COLLEGES	15.34	0.00	15.34
98190	06/11/2020	35146	WILLDAN ASSOCIATES	57,922.70	0.00	57,922.70
98191	06/11/2020	3837	WORTHINGTON FORD	101.36	0.00	101.36
98192	06/11/2020	4837	XEROX CORPORATION	889.30	0.00	889.30
98193	06/11/2020	3699	HUDSON. JACOUELINE	43.00	0.00	43.00
98194	06/11/2020	3699	HUOT. PITA	43.00	0.00	43.00
98195	06/11/2020	3699	KHONG. CHARLIE	443.00	0.00	443.00
98196	06/11/2020	3699	MACK. JACOUELINE	43.00	0.00	43.00
98197	06/11/2020	3699	RUVALCABA. ALEJANDRA RODRIGUEZ	43.00	0.00	43.00
98198	06/11/2020	3699	SERCENA. MELANIE	293.00	0.00	293.00
98199	06/11/2020	3699	SOLARES. NICOLE	463.00	0.00	463.00
98200	06/11/2020	3699	TESORO. ANNE	43.00	0.00	43.00

**CITY OF LAKEWOOD
SUMMARY CHECK REGISTER**

<u>CHECK #</u>	<u>CHECK DATE</u>	<u>VEND #</u>	<u>VENDOR NAME</u>	<u>GROSS</u>	<u>DISC.</u>	<u>CHECK AMOUNT</u>
98201	06/11/2020	3769	FIREWORKS & STAGE FX AMERICA	19,500.00	0.00	19,500.00
Totals:				<u>787,573.98</u>	<u>0.00</u>	<u>787,573.98</u>

**CITY OF LAKEWOOD
FUND SUMMARY 06/18/20**

In accordance with section 2521 of the Lakewood Municipal Code there is presented herewith a summary of obligations to be paid by voucher 98202 through 98261. Each of the following demands has been audited by the Director of Administrative Services and approved by the City Manager.

1010	GENERAL FUND	1,557,896.95
1020	CABLE TV	138.40
1030	CDBG CURRENT YEAR	1,528.37
1050	COMMUNITY FACILITY	8,977.30
1070	RETIREE BENEFITS	100,000.00
1336	STATE COPS GRANT	18,926.80
3001	CAPITAL IMPROV PROJECT FUND	214,365.30
3070	PROPOSITION "C"	702.36
5010	GRAPHICS AND COPY CENTER	545.13
5030	FLEET MAINTENANCE	1,519.29
6020	GEOGRAPHIC INFORMATION SYSTEM	5.00
7500	WATER UTILITY FUND	248,428.80
8030	TRUST DEPOSIT	100.00
		2,153,133.70

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
98202	06/18/2020	2701	AIRE RITE A/C & REFRIGERATION INC	368.00	0.00	368.00
98203	06/18/2020	4551	ACCOUNTING PRINCIPALS. INC	855.00	0.00	855.00
98204	06/18/2020	5179	ALS GROUP USA. CORP.	1,907.50	0.00	1,907.50
98205	06/18/2020	59969	BAKERSFIELD WELL & PUMP CO	226,546.50	0.00	226,546.50
98206	06/18/2020	53983	CALIF STATE FRANCHISE TAX BOARD	200.00	0.00	200.00
98207	06/18/2020	45894	CINTAS CORPORATION	60.94	0.00	60.94
98208	06/18/2020	50988	CITY CLERKS ASSN OF CALIFORNIA	170.00	0.00	170.00
98209	06/18/2020	64932	CJ CONCRETE CONSTRUCTION INC	57,477.53	0.00	57,477.53
98210	06/18/2020	4776	CORELOGIC. INC.	56.75	0.00	56.75
98211	06/18/2020	27200	DICKSON R F CO INC	54,671.43	0.00	54,671.43
98212	06/18/2020	3199	EDCO WASTE SERVICES LLC	419,661.50	0.00	419,661.50
98213	06/18/2020	65891	HUMAN SERVICES ASSOCIATION	750.00	0.00	750.00
98214	06/18/2020	4622	JHM SUPPLY INC	839.39	0.00	839.39
98215	06/18/2020	18300	LAKEWOOD CHAMBER OF COMMERCE	2,416.67	0.00	2,416.67
98216	06/18/2020	55469	LAKEWOOD CITY EMPLOYEE ASSOCIATION	1,960.00	0.00	1,960.00
98217	06/18/2020	18550	LAKEWOOD. CITY OF	100.00	0.00	100.00
98218	06/18/2020	20950	LOS ANGELES CO ASSESSOR	5.00	0.00	5.00
98219	06/18/2020	21600	LOS ANGELES CO SHERIFFS DEPT	913,218.31	0.00	913,218.31
98220	06/18/2020	45069	LOS ANGELES CO/DEPT PW BLDG SVCS	66,401.62	0.00	66,401.62
98221	06/18/2020	23130	MC MASTER-CARR SUPPLY CO	426.47	0.00	426.47
98222	06/18/2020	5366	MOVER SERVICES. INC.	1,708.20	0.00	1,708.20
98223	06/18/2020	4443	O'REILLY AUTOMOTIVE STORES INC	562.80	0.00	562.80
98224	06/18/2020	4513	OCEAN BLUE ENVIRONMENTAL SERVICES	2,986.50	0.00	2,986.50
98225	06/18/2020	3627	OSBORN. KAITLIN	2,636.00	0.00	2,636.00
98226	06/18/2020	50512	PATHWAYS VOLUNTEER HOSPICE	750.00	0.00	750.00
98227	06/18/2020	5360	PAYMENTUS CORPORATION	7,462.40	0.00	7,462.40
98228	06/18/2020	51171	PERS LONG TERM CARE PROGRAM	70.64	0.00	70.64
98229	06/18/2020	1615	PFM ASSET MANAGEMENT LLC	3,075.32	0.00	3,075.32
98230	06/18/2020	1919	POLLARD JOSEPH G COMPANY INC	36.68	0.00	36.68
98231	06/18/2020	39640	RAYVERN LIGHTING SUPPLY CO INC	66.23	0.00	66.23
98232	06/18/2020	63364	REEVES NORM HONDA	225.66	0.00	225.66
98233	06/18/2020	59218	SIERRA INSTALLATIONS INC	5,665.00	0.00	5,665.00
98234	06/18/2020	29400	SOUTHERN CALIFORNIA EDISON CO	52,494.96	0.00	52,494.96
98235	06/18/2020	29500	SOUTHERN CALIFORNIA GAS CO	2,822.19	0.00	2,822.19
98236	06/18/2020	4368	SPECIALTY TIRES LLC	193.96	0.00	193.96
98237	06/18/2020	44104	STATE WATER RESOURCES CONTROL BOARD	526.00	0.00	526.00
98238	06/18/2020	5128	SUKUT CONSTRUCTION. LLC	213,839.30	0.00	213,839.30
98239	06/18/2020	2372	TGIS CATERING SVCS INC	2,864.26	0.00	2,864.26
98240	06/18/2020	5297	THURSTON ELEVATOR CONCEPTS. INC.	280.00	0.00	280.00
98241	06/18/2020	4356	U S BANK PARS ACCT #6746022500	100,000.00	0.00	100,000.00
98242	06/18/2020	5284	UNIFIRST CORPORATION	22.06	0.00	22.06
98243	06/18/2020	59074	UNITED RENTALS NORTHEAST INC	1,204.50	0.00	1,204.50
98244	06/18/2020	33200	WALTERS WHOLESALE ELECTRIC CO	998.18	0.00	998.18
98245	06/18/2020	3943	WATERLINE TECHNOLOGIES INC	1,834.16	0.00	1,834.16

**CITY OF LAKEWOOD
SUMMARY CHECK REGISTER**

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
98246	06/18/2020	5320	WILLIAMS. MICHELLE	282.00	0.00	282.00
98247	06/18/2020	4837	XEROX CORPORATION	545.13	0.00	545.13
98248	06/18/2020	3699	ARTEAGA. NICOLE	488.00	0.00	488.00
98249	06/18/2020	3699	BOOCHEE. TYUANA	464.00	0.00	464.00
98250	06/18/2020	3699	BOYER. KATHY	59.00	0.00	59.00
98251	06/18/2020	3699	CREATIVE HOME REMODELING GROUP INC	120.20	0.00	120.20
98252	06/18/2020	3699	CUEVAS. ALEXANDER	58.00	0.00	58.00
98253	06/18/2020	3699	FONG. KRYSTIE	43.00	0.00	43.00
98254	06/18/2020	3699	MENDOZA. NAPOLEON	43.00	0.00	43.00
98255	06/18/2020	3699	MOBLEY. KACEY	58.00	0.00	58.00
98256	06/18/2020	3699	MONTGOMERY. DEBORAH	43.00	0.00	43.00
98257	06/18/2020	3699	PATERNOS HEATING & A/C	127.60	0.00	127.60
98258	06/18/2020	3699	PENEKA. LORIE	43.00	0.00	43.00
98259	06/18/2020	3699	RAMOS. DRICKSY	98.00	0.00	98.00
98260	06/18/2020	3699	S&W ROOFING CORPORATION	202.16	0.00	202.16
98261	06/18/2020	3699	SMITH. LISA	42.00	0.00	42.00
Totals:				<u>2,153,133.70</u>	<u>0.00</u>	<u>2,153,133.70</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(s): Water Resources Committee.

STATEMENT OF FACT

On May 22, the Water Resources Committee met and discussed:

An update of Plant 27 Treatment Plant Project that included:

- A slide presentation of different stages of the project for the filter underdrain replacement.
- Treatment plant was back in operation on April 21, 2020.

An update of New Well Project (Well 28) consisting of:

- Milestones of the 3-month drilling activities and well casing material, depth and production capacity.
- The project was completed ahead of schedule and under budget.

The selection of Professional Services for Well 28 Equipping Project which entailed:

- An RFP for construction and management services issued April 2, 2020.
- The receipt, rigorous review, and ranking of six proposals in which staff then interviewed the top three ranking consulting firms.
- The selection of Cannon Corporation for professional services including pumping facility design and construction management.
- The Committee approved the recommendation to the City Council.

Well 13 Water Quality and Treatment involving:

- Arsenic Standard and the current level of Arsenic in the well.
- There is no violation and the well has been placed offline as testing continues.
- Discussion of historical and current production capacity of the well.

The impact on water demand by COVID-19 that encompassed:

- Staff performed analysis of current water demand over the demand for the same periods last year.
- Change in demand present but no clear trend of an increase or decrease in water demand due to COVID-19.

Council Committees' Activities

June 23, 2020

Page 2

An update on the transition of the Customer Information and Utility Billing System, including the following:

- Of the initial 3,300 accounts with payment processing issues, less than 100 remain.
- No delinquent or water shut-off notices have been issued to lessen confusion during this time.
- Call center volume normalized prior to COVID-19 but has since increased.
- Online portal registrations continue increasing to more than 45%.
- Staff continues efforts in streamlining back office operations and has found that a full-time position of an Account Technician is better suited to aid in all other areas of the billing and accounting processes.
- Since the transition, a cost savings of about \$400,000-\$500,000 has been seen.

Other miscellaneous updates were provided as follows:

- 2019 Lakewood water quality report is available on the city's website.
- Since February 12, 2020, no water sales to Long Beach due to their expansion project scheduled to be completed in late June to early July 2020.
- An Update on Central Basin Municipal Water District as provided.

RECOMMENDATION

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



Thaddeus McCormack
City Manager

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COUNCIL AGENDA

June 23, 2020

TO: The Honorable Mayor and City Council

SUBJECT: Monthly Report of Investment Transactions – May 2020

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>
05/01/2020	\$ 89,821.80	CORP	Purchase 0.750%
05/01/2020	272.28	MMF	Interest
05/08/2020	4,085.00	CORP	Interest 2.150%
05/11/2020	59,836.80	CORP	Purchase 0.750%
05/11/2020	110,000.00	CORP	Purchase 1.141%
05/14/2020	195,324.43	NOTE	Purchase 1.125%
05/14/2020	177,998.43	CORP	Sell 2.500%
05/15/2020	433.13	CORP	Interest 1.890%
05/15/2020	2,092.50	CORP	Interest 3.100%
05/15/2020	1,053.50	CORP	Interest 1.720%
05/15/2020	5,890.63	TREAS	Interest 1.625%
05/15/2020	6,750.00	TREAS	Interest 2.500%
05/16/2020	4,550.00	CORP	Interest 2.600%
05/18/2020	4,303.54	CD	Interest 2.270%
05/18/2020	7,087.50	CORP	Interest 2.700%
05/20/2020	154,251.64	TREAS	Sell 2.000%
05/20/2020	223,447.46	CORP	Sell 2.050%
05/20/2020	98,066.73	CORP	Purchase 3.250%
05/20/2020	153,559.27	NOTE	Purchase 2.300%
05/20/2020	95,947.27	CORP	Purchase 1.125%
05/21/2020	2,843.75	CORP	Interest 3.250%
05/24/2020	168.75	CORP	Interest 0.500%
05/25/2020	272.28	FHMS	Interest 3.203%
05/25/2020	501.34	FNA	Interest 3.560%
05/25/2020	189.88	FHMS	Paydown 3.203%
05/25/2020	12,840.51	FNA	Paydown 3.560%
05/26/2020	4,800,000.00	LAIF	Deposit
05/28/2020	93,646.03	CORP	Purchase 2.750%
05/31/2020	6,093.75	TREAS	Interest 1.625%
05/31/2020	11,250.00	TREAS	Interest 1.875%

Council Agenda
June 23, 2020

RECOMMENDATION

It is recommended that the City Council receive and file the Monthly Report of Investment Transactions rendered for the month of May 2020.



Jose Gomez
Director of Finance & Administrative Services



Thaddeus McCormack
City Manager

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COUNCIL AGENDA

June 23, 2020

TO: The Honorable Mayor and City Council

SUBJECT: Agreement for Memorandum of Understanding with Nestle Waters

INTRODUCTION

A common concern in any Emergency Response Plan is the ability to obtain immediate and regular supply of drinking water for first responders and a municipality's citizenry. The Emergency Agreement with Nestle Waters is designed to provide all emergency response agencies a tool to order bottled water at the required quantities. Nestle Waters commits to make the city's requests for any emergency order a top priority.

STATEMENT OF FACTS

This agreement shall provide a broad framework for cooperation and understanding between Nestle Waters and the City of Lakewood in providing assistance and service to Lakewood personnel in the event of an emergency.

In continuing with the city's commitment to the National Incident Management System (NIMS) compliance implementation, it is an important part of the management system to provide for a fully integrated and coordinated response to emergencies. Implementation of the Emergency Agreement with Nestle Waters will help expedite the procurement of drinking water supply during a disaster.

RECOMMENDATION

Staff recommends the City Council approve the agreement with Nestle Waters as a tool to expedite the procurement of drinking water supply during a disaster.


Valarie Frost, Director
Recreation and Community Services


Thaddeus McCormack
City Manager

MEMORANDUM OF UNDERSTANDING

Between

City of Lakewood

and

Nestle Waters North America Inc.

This Memorandum of Understanding ("MOU") is between City of Lakewood, hereinafter called "City of Lakewood", and Nestle Waters North America Inc., hereinafter called "Nestle Waters."

I. PURPOSE AND SCOPE

The purpose of this MOU is to identify the roles and responsibilities of each party as they relate to disasters in the instance that City of Lakewood, requests assistance for bottled water from Nestle Waters.

Nestle Waters may act as a source in the event of disasters which require delivered bottled water to Customer Name, and will use all reasonable endeavors to satisfy the request of City of Lakewood, for delivered bottled water should transportation routes be accessible and should it have the resources available to do so at the time of the request without adversely affecting Nestle Waters' ability to meet the needs of its other emergency management obligations, such as support for the Federal Emergency Management Administration, State Emergency Management Administrations, the Red Cross, AmeriCares, etc., other hospitals seeking water to service its patients, as well as the prior existing obligations to its customers.

While every emergency / disaster situation is different, the parties understand that Nestle Waters generally would prioritize needs, and prepare to seek to support and deliver, along the following lines:

- FEMA / State EMAs
- Red Cross / AmeriCares / other charitable organizations
- Local hospitals
- Other customers and consumers who rely on our business

II. BACKGROUND

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

III. RESPONSIBILITIES UNDER THIS MOU

City of Lakewood, shall notify Nestle Waters as soon as possible if delivered bottled water is needed and relates to emergencies resulting from a disaster.

We recommend keeping at least a 24-hour supply on hand at all times. This will serve as an

additional precaution, and will allow for City of Lakewood to begin immediate water distribution in the event of an emergency.

IV. NESTLE WATERS RESPONSIBILITIES UNDER THIS MOU

Nestle Waters shall undertake the following activities.

Nestle Waters may act as a source for delivered bottled water for disaster-related services so long as doing so will not adversely affect the ability of Nestle Waters to meet the needs of its other emergency management obligations, such as support for the Federal Emergency Management Administration, State Emergency Management Administrations, the Red Cross, AmeriCares, etc., other hospitals seeking water to service its patients, as well as the prior existing obligations to its customers. It will use all reasonable endeavors to satisfy the request of City of Lakewood, for delivered bottled water should it have the resources available to do so at the time of the request in accordance with the previous sentence.

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

Primary:

Name: Richard Cardenas

Contact Info: C-310-678-4224

Email: richard.cardenas@waters.nestle.com

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

Title: Key Customer Manager

Name: Tony Medina

Contact Info: C-310-678-4223

Email: anthony.medina@waters.nestle.com

The points of contact for City of Lakewood are:

Primary:

Name: Chuck Martucci, Community Services Manager

Contact Info: 562-866-9771 x 2402

Email: cmartucc@lakewoodcity.org

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

Title: Purchasing Officer

Name: Wilfred Cochico

Contact Info: 562-866-9771 x 2640

Email: wcochico@lakewoodcity.org

Title: Director of Recreation and Community Services

Name: Valarie Frost

Contact Info: 562-866-9771 x 2400

Email: vfrost@lakewoodcity.org

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

Any services provided by Nestle Waters will be performed in a manner that is in the best interest of City of Lakewood and Nestle Waters, with each party understanding that Nestle

Waters will assist City of Lakewood during a disaster as stated in Section I above.

VI. FUNDING

City of Lakewood agrees to pay for delivery of bottled water for response services. This commodity must be billed at Nestle Waters' previous day's Time and/or Materials (T&M) customer rates as determined by Nestle Waters. As it has in the past, Nestle Waters may donate delivered bottled water in the event of a disaster.

VII. LIABILITY

Nestle Waters shall not be liable to City of Lakewood or any third party for any damages resulting from the inability of Nestle Waters to satisfy the request of City of Lakewood for delivered bottled water.

VIII. EFFECTIVE DATE AND SIGNATURE

This MOU shall be effective upon the authorized signatures of City of Lakewood, and Nestle Waters and shall cover a term of 12 months unless modified in writing by mutual consent of both parties or terminated by either party upon a 30-day advance written notice to the other.

City of Lakewood and Nestle Waters indicate agreement with this MOU by their signatures.

City of Lakewood

Nestle Waters North America Inc.

By:

By:



Name:

Name:

Richard CARDENAS

Title:

Title:

Key Account Manager

Date:

Date:

6-11-2020

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COUNCIL AGENDA

June 23, 2020

TO: The Honorable Mayor and City Council

SUBJECT: Renewal of Candleverde Park License Agreement
Southern California Edison Company

INTRODUCTION

The City of Lakewood's License Agreement with Southern California Edison Company for the use of approximately two acres of transmission right-of-way for recreation purposes at Candleverde Park is due for renewal.

STATEMENT OF FACT

Renewal of the License Agreement for Candleverde Park is for a term of five years, extending the city's use of the parcel for recreational purposes through July 31, 2025. The license renewal provides for a payment of \$565.99 in 2020, to increase at a rate of 3% annually, with a final payment of \$637.02 in 2024.

Funds for this purpose have been appropriated in the 2020-21 budget. Execution of the License Agreement renewal will provide continued use of the Southern California Edison parcel for public recreation for an additional five years at the Candleverde Park site.

RECOMMENDATION

Staff recommends that the City Council authorize the Mayor of the City Clerk to execute, on behalf of the City of Lakewood, the Southern California Edison License Agreement renewal for Candleverde Park, as approved to form by the City Attorney.



Valarie Frost, Director
Recreation and Community Services



Thaddeus McCormack
City Manager

CITY OF LAKEWOOD-CANDLEVERDE PARK

L I C E N S E A G R E E M E N T
I N D E X O F A R T I C L E S

1. USE
2. TERM
3. CONSIDERATION
4. INSURANCE
5. LICENSOR'S USE OF THE PROPERTY
6. LICENSEE'S IMPROVEMENTS
7. LICENSEE'S PERSONAL PROPERTY
8. HEIGHT LIMITATIONS AND VERTICAL CLEARANCES
9. ACCESS AND CLEARANCES
10. PARKING
11. WEEDS, BRUSH, RUBBISH AND DEBRIS (WEED ABATEMENT)
12. FLAMMABLES, WASTE AND NUISANCES
13. PESTICIDES AND HERBICIDES
14. HAZARDOUS WASTE
15. SIGNS
16. FENCING AND EXISTING FIXTURES
17. PARKWAYS AND LANDSCAPING
18. IRRIGATION EQUIPMENT
19. UNDERGROUND TANKS
20. UNDERGROUND FACILITIES
21. UTILITIES
22. TAXES, ASSESSMENTS AND LIENS
23. EXPENSE
24. ASSIGNMENTS
25. COMPLIANCE WITH LAW
26. GOVERNING LAW
27. INDEMNIFICATION
28. TERMINATION
29. EVENTS OF DEFAULT
30. REMEDIES
31. LICENSEE'S PERSONAL PROPERTY UPON TERMINATION OR EXPIRATION
32. LIMITATION OF LIABILITY
33. NON-POSSESSORY INTEREST
34. WAIVER
35. AUTHORITY
36. ELECTRIC AND MAGNETIC FIELDS

Initial (____)/(____/____)
Licensor/Licensee

37. INDUCED VOLTAGES

38. NOTICES

39. RECORDING

40. COMPLETE AGREEMENT

41. SIGNATURE AUTHORITY

42. SURVIVAL

APPENDIX: GUIDELINES FOR STANDARD LICENSEE IMPROVEMENTS

ADDENDUM(S)

PARK USE

TREES/LANDSCAPING

Initial (____/____/____)
Licensor/Licensee

LICENSE AGREEMENT

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

WITNESSETH: That Licensor, for and in consideration of the faithful performance by Licensee of the terms, covenants and agreements hereinafter set forth to be kept and performed by Licensee, does hereby give to Licensee the license to use that certain real property solely for the purpose hereinafter specified, upon and subject to the terms, reservations, covenants and conditions hereinafter set forth, hereinafter designated as "Property" on the Exhibit "A" attached hereto and made a part hereof, being all of Assessor's Parcel Number 7174-035-800, situated in the City of Lakewood, County of Los Angeles, State of California, subject to any and all covenants, restrictions, reservations, exceptions, rights and easements, whether or not of record.

Acknowledgment of License and Disclaimer of Tenancy

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

- The consideration paid by Licensee pursuant to Article 3 of the Agreement is consistent with the value of the rights comprising the License Privilege; the consideration is *not* consistent with the higher market value for a greater right, privilege or interest (such as a lease) in the Property or similarly situated parcels.
- Licensee is not a tenant or lessee of Licensor and holds no rights of tenancy or leasehold in relation to the Property.
- The Agreement and/or any prior and/or future acts or omissions of Licensor shall not create (or be construed as creating) a leasehold, tenancy or any other interest in the Property.
- Licensor may terminate the License and revoke the License Privilege at any time, subject, if applicable, to a notice period agreed upon by the parties, as more particularly set forth in the Agreement.
- In consideration of Licensor's grant of the License, Licensee specifically and expressly waives, releases and relinquishes any and all right(s) to assert any claim of right, privilege or interest in the Property other than the License.
- Licensee further acknowledges and agrees that without the representations and agreements set forth herein, Licensor would not enter into the Agreement.

Initial (____)/ (____/____)
Licensor/Licensee

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

2. Term: Unless otherwise terminated as provided herein, this Agreement will be in effect for a term of five (5) years commencing on the first day of August, 2020 and ending on the last day of July, 2025. Licensee acknowledges that this Agreement does not entitle Licensee to any subsequent agreement, for any reason whatsoever, regardless of the use Licensee makes of the Property, the improvements Licensee places on or makes to the Property, or for any other reason.

3. Consideration: Licensee will pay to Licensor the sum of Five Hundred Sixty Five and 99/100 Dollars (\$565.99) upon the execution and delivery of this Agreement with subsequent annual payments. Payment to Licensor must be in the form of a check or money order payable to Southern California Edison Company. No cash payments will be accepted by Licensor. Payment schedule:

Year	Term	Yearly Amount	Payment Due First Day Of
First Year	2020	\$565.99	August
Second Year	2021	\$582.96	August
Third Year	2022	\$600.45	August
Fourth Year	2023	\$618.47	August
Fifth Year	2024	\$637.02	August

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

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

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

- (a) Workers' Compensation with statutory limits, under the laws of the State of California and Employer's Liability with limits of not less than \$1,000,000.00 each accident, disease/each employee, and disease/policy limit. Licensee shall require its insurer to waive all rights of subrogation against Licensor, its officers, agents and employees, except for any liability resulting from the willful or grossly negligent acts of the Licensor.
- (b) Commercial General Liability Insurance, including contractual liability and products liability, with limits not less than \$2,000,000.00 per occurrence and \$2,000,000.00 in the aggregate. Such insurance shall: (i) name Licensor, its officers, agents and employees

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Licensor/Licensee

as additional insureds, but only for Licensee’s negligent acts or omissions; (ii) be primary for all purposes and (iii) contain separation of insureds or cross-liability clause, and (iv) require its insurer to waive all rights of subrogation against Licensor, its officers, agents and employees, except for any liability resulting from the willful or grossly negligent acts of the Licensor.

- (c) Commercial Automobile Liability insurance with a combined single limit of \$1,000,000.00. Such insurance shall cover the use of owned, non-owned and hired vehicles on the Property.

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

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

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

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

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Licensor/Licensee

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

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

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

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

8. Height Limitations and Vertical Clearances: Any equipment used by Licensee or its agents, employees or contractors, on and/or adjacent to the Property, will be used and operated so as to maintain minimum clearances from all overhead electrical conductors as designated in the table below:

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

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

9. Access and Horizontal Clearances: Licensee will provide Licensor with adequate access to all of Licensor's facilities on the Property and at no time will there be any interference with the free movement of Licensor's equipment, personnel, and materials over the Property. Licensor may require Licensee to provide and maintain access roads within the Property, at a minimum usable width of sixteen (16) feet, with commercial driveway aprons and curb depressions capable of supporting a gross load of forty (40) tons on a three-axle vehicle. The minimum width of all roads shall be increased on curves by

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Licensor/Licensee

a distance equal to 400/inside radius of curvature. All curves shall have a radius of not less than 50 feet measured at the inside edge of the usable road surface. Unless otherwise specified in writing by Licensor, Licensee will make no use of the area directly underneath Licensor's towers and will maintain the following minimum clearances:

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

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

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

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

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

13. Pesticides and Herbicides: Any pesticide or herbicide applications and disposals will be made in accordance with all Federal, State, County and local laws. Licensee will dispose of all pesticides, herbicides and any other toxic substances declared to be either a health or environmental hazard, and all materials contaminated by such substances, including but not limited to, containers, clothing and equipment, in the manner prescribed by law.

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

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

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Licensor/Licensee

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

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

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

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

20. Underground Facilities: Any underground facilities must be approved by Licensor pursuant to Article 6. Licensee must contact Dig Alert and comply with the applicable processes, policies and/or procedures of Dig Alert, prior to any underground installation. Any underground facilities installed or maintained by Licensee on the Property must have a minimum cover of three feet from the top of the facility and be capable of withstanding a gross load of forty (40) tons on a three-axle vehicle. Licensee will compact any earth excavated to a compaction of ninety percent (90%). Licensee will relocate its facilities at its own expense so as not to interfere with Licensor's proposed facilities.

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

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

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

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

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

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

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

28. Termination: Licensor or Licensee may terminate this Agreement, at any time, for any reason, upon thirty (30) days notice in writing. Additionally, Licensor may immediately terminate this Agreement pursuant to Article 30. Termination does not release Licensee from any liability or obligation (indemnity or otherwise) which Licensee may have incurred. Upon termination, Licensor may immediately recover from Licensee all amounts due and owing hereunder, plus interest at the maximum rate permitted by law on such amounts until paid, as well as any other amount necessary to compensate Licensor for all the detriment proximately caused by Licensee's failure to perform its obligations under this Agreement. Licensee's continued presence after termination shall be deemed a trespass. In the event of a termination for any reason other than non-payment of the License fee, Licensor shall refund any previously collected/pre-paid License fees covering the unused portion of the remaining term, to the extent such fees exceed any offset claimed by Licensor under the Agreement

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

- (a) Any failure by Licensee to pay the consideration due under Article 3, or to make any other payment required to be made by Licensee when due.
- (b) The abandonment or vacating of the Property by Licensee.
- (c) Any attempted assignment or subletting of this Agreement by Licensee in violation of Article 24.

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

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

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

If Licensee fails or refuses to remove any of Licensee’s personal property, building(s), fixture(s) or structure(s) from the Property prior to the earlier of the termination date or expiration date, said personal property, building(s), fixture(s) or structure(s) shall be deemed abandoned by the Licensee, and the Licensor shall have the right, but not the obligation, to remove, destroy, sell or otherwise dispose of them with no further notice to Licensee. Licensor shall not be required to seek and/or obtain judicial relief

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Licensor/Licensee

(including, but not limited to, the filing of an unlawful detainer action), nor shall Licensor be responsible for the value of Licensee’s personal property.

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

32. Limitation of Liability:

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

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

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

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

35. Authority: This Agreement is executed subject to General Order No. 69-C of the Public Utilities Commission of the State of California dated and effective July 10, 1985, incorporated by this reference. As set forth in General Order 69-C, this License is made conditional upon the right of the Licensor either on order of the Public Utilities Commission or on Grantor’s own motion to resume the use of that property (including, but not limited to the removal of any obstructions) whenever, in the interest of Licensor’s service to its patrons or consumers, it shall appear necessary or desirable to do so. Licensee agrees to comply with all federal, state and local laws and regulations. This Agreement should not be construed as a subordination of Licensor’s rights, title and interest in and to its fee ownership,

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nor should this Agreement be construed as a waiver of any of the provisions contained in said License or a waiver of any costs of relocation of affected Licensor facilities.

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

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

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

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

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

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

To Licensor: Southern California Edison Company
Geomatics, Land & Information Management
Land Management – Metro Region
2 Innovation Way
Pomona, CA 91768

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

Business Telephone No. (562) 866-9771

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

39. Recording: Licensee will not record this Agreement.

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

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

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

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Initial (____)/(____/____)
Licensor/Licensee

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

LICENSOR:

SOUTHERN CALIFORNIA EDISON COMPANY

By _____

CHERI MCELROY
Real Estate & Facilities Specialist
Land Management – Metro Region
Vegetation & Land Management

Date

LICENSEE:

CITY OF LAKEWOOD-CANDLEVERDE PARK

By _____

TODD ROGERS, Mayor

Date

Initial (_____/_____/_____)
Licensor/Licensee

APPENDIXGuidelines for Standard Licensee Improvements

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

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

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

SHADE STRUCTURES

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

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

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SHADEHOUSES/HOTHOUSES

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

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

GREENHOUSES

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

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

IRRIGATION SYSTEMS / WELLS

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

Initial (____)/(____/____)
Licensor/Licensee

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

LANDSCAPING

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

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

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

Initial (____)/(____/____)
Licensor/Licensee

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

PARKING AREAS

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

MATERIAL STORAGE

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

Initial (____)/(____/____)
Licensor/Licensee

A D D E N D U M

PARK USE

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

Initial (____)/(____/____)
Licensor/Licensee

ADDENDUM

TREES/LANDSCAPING

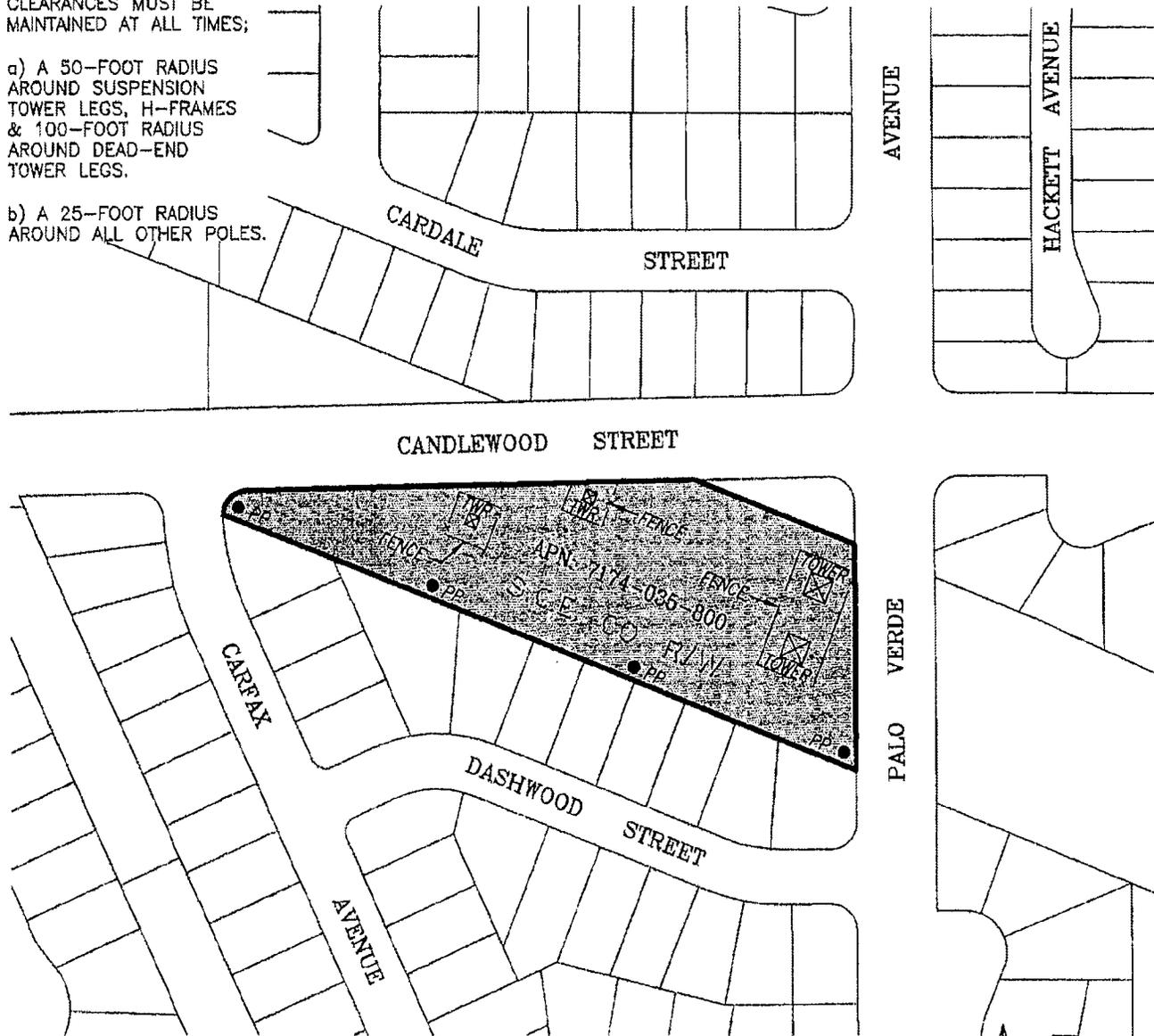
- A. Existing landscaping improvements (trees, plants, and shrubs) have been inspected and approved by Licensor. This written approval may be modified and/or rescinded by Licensor for any reason whatsoever.
- B. At any time, Licensor may require Licensee to modify and/or remove any or all such previously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

Initial (____)/(____/____)
Licensor/Licensee

NOTE: THE FOLLOWING CLEARANCES MUST BE MAINTAINED AT ALL TIMES;

a) A 50-FOOT RADIUS AROUND SUSPENSION TOWER LEGS, H-FRAMES & 100-FOOT RADIUS AROUND DEAD-END TOWER LEGS.

b) A 25-FOOT RADIUS AROUND ALL OTHER POLES.



LEGEND

LANDS OF SOUTHERN CALIFORNIA EDISON COMPANY BEING LICENSED TO CITY OF LAKEWOOD FOR PARK AND PUBLIC RECREATION PURPOSES ONLY (APN: 7174-035-800)

APPROXIMATE TOWER (TWR) LOCATION

APPROXIMATE WOOD POLE (PP) LOCATION

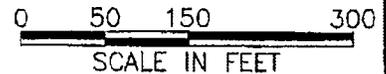
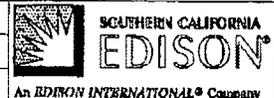


EXHIBIT "A"

TOTAL AREA (GROSS)		SQ.FT. 93,261	AC. 2.14
FACILITY NAME: DEL AMO-LAGUNA BELL 220KV T/L R/W		SCE DOCUMENT NO.: 56069	SCE SANDERS MAP: 533884
LICENSEE: CITY OF LAKEWOOD		SCE LAND BOOK: N/A	CITY: LAKEWOOD
CONTRACT NO.: 9.3538	ACCOUNT NO.: L1246	P.I.D. NO.: 5012058	COUNTY: LOS ANGELES
R.P. LAND AGENT: K.PARK		ORDER NO.: 801167420	NOT. NO.: 202715217
LANDBASE MAPPING: E.HERNANDEZ		SCE F.B./MAP REF.: PLLDA766D31.DWG	
CHECKED BY: B.MOORE		DATE: 07-07-2015	FILE NAME: 9.3538.DWG



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COUNCIL AGENDA

June 23, 2020

TO: The Honorable Mayor and City Council

SUBJECT: Local Early Action Planning Grants Program

INTRODUCTION

Increasing the availability of affordable homes statewide is critical to bettering the quality of life of all Californians and to ending homelessness. In the 2019-20 Budget Act, Governor Gavin Newsom allocated \$250 million for all regions, cities, and counties to do their part by prioritizing planning activities that accelerate housing production to meet identified needs of every community.

STATEMENT OF FACTS

In February 2020, the California Department of Housing and Community Development (HCD) released a notice of funding availability (NOFA) for the Local Early Action Planning Grant Program (LEAP) setting aside \$119 million for cities and counties. LEAP provides one-time grant funding to cities and counties to update their planning documents and implement process improvements that will facilitate the acceleration of housing production and help local governments prepare for their 6th cycle RHNA much like the SB2 Planning Grants, including updating their Housing Elements (Lakewood’s Housing Element is due in October 2021). The Local Action Planning Grants (LEAP) provides over-the-counter grants complemented with technical assistance to local governments for the preparation and adoption of planning documents, and process improvements that:

1. Accelerate housing production.
2. Facilitate compliance to implement the sixth-cycle Regional Housing Needs Assessment.

HCD bases the maximum grant award amounts on the California Department of Finance population estimates of January 1, 2019. Lakewood will be eligible to receive a maximum grant amount of \$300,000.

Jurisdiction Size (in population)	Maximum Award Amount
750,000 or greater	\$1,500,000
300,000 to 749,999	\$750,000
100,000 to 299,999	\$500,000
60,000 to 99,999	\$300,000
20,000 to 59,999	\$150,000
Less than, 20,000	\$65,000

As part of the grant application process, HCD requires that the City Council adopt a resolution authorizing application for, and receipt of, LEAP program grant funds and the execution of HCD’s standard agreement. Eligible activities must demonstrate an increase in housing related planning activities and facilitate accelerated housing production. Eligible activities may be part of a larger planning effort (e.g., a comprehensive zoning code update) if proposed activities have not been completed before the NOFA issuance date, are distinct, and demonstrate a nexus to accelerating housing production. Eligible activities may include a variety of planning documents and processes, including, but not limited to, preparing and adopting housing elements of the general plan that include an implementation component to facilitate compliance with the sixth cycle RHNA and rezoning efforts to comply with housing element requirements. After reviewing the threshold eligibility criteria and consulting with HCD, staff is confident that Lakewood is eligible to obtain this grant. Staff identified four projects that would utilize the LEAP funds. Each project is described in more detail below.

Project	Amount (\$)
Housing Element Update	247,000
Housing Study	40,000
Development Review Board Expediting	10,000
Gateway Cities COG 1% Assessment	3,000
Total:	300,000

Project 1. Housing Element Update

The City will soon undertake the state-mandated update of the housing element for the 6th cycle of the Regional Housing Needs Assessment (RHNA).

Every jurisdiction in California is required to adopt a housing element to address the housing needs of a community. The City’s current housing element covers the planning period 2015-2023. Over the past few years there have been extensive changes to housing element law. These changes will impact how jurisdictions are able to comply with the upcoming housing element update. Some cities, like Lakewood, are assigned higher RHNA allocations, stricter rules for identifying sites, and the elimination of streamlined review by HCD.

These LEAP funds will be used to retain a consultant to assist the City with the update of the Housing Element, applicable sections of the Safety Element and a new state-mandated Environmental Justice Element, and the associated environmental review as required by the California Environmental Quality Act (CEQA).

Project 2. Housing Study

Using LEAP funds, the City will retain a consultant to prepare a housing feasibility and development cost study. Lakewood’s draft RHNA allocation is 3,915 units. This exceeds our ability to plan for such growth under current land supply (mostly sites zoned as Multiple-Family Residential) and

maximum zoning densities under our current Housing Element. The housing study will result in a modeling tool that the City may use to identify and maximize the economic benefits and costs of housing development in order to determine the overall feasibility of development. The study will be able to evaluate the potential for housing and mixed-use development on vacant and underutilized commercial sites. The model will help estimate the optimal number of mixed-use residential units, analyze floor area ratios, appropriate infrastructure, reduction in vehicles miles travelled, identify optimal of mixed-use densities, and development guidelines.

Project 3. Expedited Development Review Board

The Development Review Board (DRB) reviews housing development plans to ensure that the design complies with the Lakewood Municipal Code and is consistent with the aesthetic character of the City. During COVID-19, Lakewood transitioned from face-to-face DRB plan review to electronic plan review. While generally successful, this process lacked the benefits of having “live” interaction between and among the DRB members, applicants, and staff. A reliable platform for video and audio conferencing that incorporates real-time plan commenting is necessary to expedite projects by allowing remote stakeholders to interact with the DRB meetings. This will reduce plan re-submittals and allow DRB plan approval in an electronic format. A portion of the LEAP grant funds would be used to research and acquire reliable video and audio conferencing software and hardware capable of capturing, saving, projecting, and transmitting clear visual images of the DRB and the residential plans as they are presented.

Project 4. LEAP 1% Allocation to Gateway Cities Council of Governments (GCCOG)

The City of Lakewood is located in the Gateway Cities region of Southeast Los Angeles County. The GCCOG is a collection of 27 cities and various unincorporated communities with a population of 2.1 million people, including 16 cities with a higher population density than the City of Los Angeles. Housing expertise is needed at the regional level to help reconcile state policies and priorities with local jurisdiction concerns, identify and remove barriers to housing development, and assist cities in meeting housing production goals for the 6th cycle.

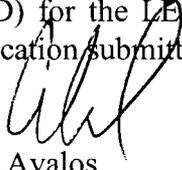
In recognition of these needs, 1% of the City’s maximum eligible LEAP funds (\$3,000) will be set aside for the GCCOG to help continue the regional housing planning efforts begun in 2019 by a similar allocation of SB2 Planning Grant funds. Funding will pay for a COG staff member to focus solely on helping cities accelerate housing production, by organizing region-wide housing workshops, creating shared informational resources, and identifying and promoting best practices from inside and outside the region. The funded COG staff position provides necessary housing expertise, and helps Gateway Cities staff better understand affordable housing production, tax credits, land acquisition policies and practices, options for funding, and other relevant topics related to planning and process improvements to accelerate housing production and facilitate compliance with the 6th cycle housing element.

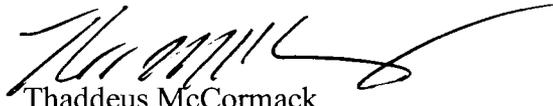
Timeline

Upon City Council approval of the resolution, staff will submit the LEAP grant application to HCD by the July 1, 2022 deadline. HCD awards grants on an ongoing basis and will review applications within 30 days and target award of applications within 60 days, with subsequent standard agreements processed within 60 days of award. If awarded, grant funds must be expended no later than December 31, 2023.

STAFF RECOMMENDATION

Staff recommends that the City Council adopt the proposed Resolution authorizing the submittal of a grant application to the State of California Housing and Community Development Department (HCD) for the LEAP grant program, and authorize the City Manager to execute the required application submittal documents and funding agreement.


Abel Avalos
Director of Community Development


Thaddeus McCormack
City Manager

Local Early Action Planning Grant Application



**State of California
Governor Gavin Newsom**

**Alexis Podesta, Secretary
Business, Consumer Services and Housing Agency**

**Doug McCauley, Acting Director
Department of Housing and Community Development**

**Zachary Olmsted, Deputy Director
Department of Housing and Community Development
Housing Policy Development**

2020 West El Camino, Suite 500
Sacramento, CA 95833

Website: <https://www.hcd.ca.gov/grants-funding/active-funding/leap.shtml>

Email: EarlyActionPlanning@hcd.ca.gov

January 27, 2020

LEAP Application Packaging Instructions

The applicant is applying to the Department of Housing and Community Development (Department) for a grant authorized underneath the Local Early Action Planning Grants (LEAP) provisions pursuant to Health and Safety Code Sections 50515 through 50515.05. LEAP provides funding to jurisdictions for the preparation and adoption of planning documents, process improvements that accelerate housing production and facilitate compliance in implementing the sixth cycle of the regional housing need assessment. If you have questions regarding this application or LEAP, email earlyactionplanning@hcd.ca.gov.

If approved for funding, the LEAP application is incorporated as part of your Standard Agreement with the Department. In order to be considered for funding, all sections of this application, including attachments and exhibits if required, must be complete and accurate.

All applicants must submit a complete, signed, original application package and digital copy on CD or USB flash drive to the Department and postmarked by the specified due date in the NOFA. Applicants will demonstrate consistency with LEAP requirements by utilizing the following forms and manner prescribed in this application.

- Pages 3 through 14 constitute the full application (save paper, print only what is needed)
- Attachment 1: Project Timeline and Budget: Including high-level tasks, sub-tasks, begin and end dates, budgeted amounts, deliverables, and adoption and implementation dates.
- Attachment 2: Nexus to Accelerating Housing Production
- Attachment 3: State and Other Planning Priorities
- Attachment 4: Required Resolution Template
- Government Agency Taxpayer ID Form (available as a download from the LEAP webpage located at <https://www.hcd.ca.gov/grants-funding/active-funding/leap.shtml>)
- If the applicant is partnering with another local government or other entity, include a copy of the legally binding agreement; and
- Supporting documentation (e.g., letters of support, scope of work, project timelines, etc.)

Pursuant to Section XII of the LEAP 2020 Notice of Funding Availability (NOFA), the application package must be postmarked on or before July 1, 2020, and received by the Department at the following address:

**Department of Housing and Community Development
Division of Housing Policy Development
2020 West El Camino Ave, Suite 500
Sacramento, CA 95833**

A. Applicant Information and Certification

Applicant (Jurisdiction) City of Lakewood
 Applicant's Agency Type City
 Applicant's Mailing Address 5050 Clark Avenue
 City Lakewood
 State California Zip Code 90712
 County Los Angeles
 Website www.lakewoodcity.org
 Authorized Representative Name Abel Avalos
 Authorized Representative Title Director of Community Development
 Phone (562) 866-9771 Fax (562) 866-0505
 Email aavalos@lakewoodcity.org
 Contact Person Name Paul Kuykendall, AICP
 Contact Person Title Senior Planner
 Phone (562) 866-9771 Fax (562) 866-0505
 Email pkuykendall@lakewoodcity.org
 Proposed Grant Amount \$ 300,000

Pursuant to Health and Safety Code Section 50515.03 through (d) of the Guidelines, all applicants must meet the following two requirements to be eligible for an award:

- 1. **Does the application demonstrate a nexus to accelerating housing production as shown in Attachment 2?** Yes No
- 2. **Does the application demonstrate that the applicant is consistent with State Planning or Other Priorities shown in Attachment 3?** Yes No
- Is a fully executed resolution included with the application package?** Yes No
- Does the address on the Government Agency Taxpayer ID Form exactly match the address listed above?** Yes No
- Is the applicant partnering with another eligible local government entity? If Yes, provide a fully executed copy of the legally binding agreement.** Yes No

As the official designated by the governing body, I hereby certify that if approved by HCD for funding through the Local Early Action Planning Program (LEAP), the City of Lakewood assumes the responsibilities specified in the Notice of Funding Availability and certifies that the information, statements and other contents contained in this application are true and correct.

Signature: _____ Name: Thaddeus McCormack

Date: 6/23/20 Title: City Manager

B. Proposed Activities Checklist

Check all activities the locality is undertaking. Activities must match the project description.

- 1 Rezoning and encouraging development by updating planning documents and zoning ordinances, such as general plans, community plans, specific plans, implementation of sustainable communities' strategies, and local coastal programs
- 2 Completing environmental clearance to eliminate the need for project-specific review
- 3 Establishing housing incentive zones or other area based housing incentives beyond State Density Bonus Law such as a workforce housing opportunity zone pursuant to Article 10.10 (commencing with Section 65620) of Chapter 3 of Division 1 of Title 7 of the Government Code or a housing sustainability district pursuant to Chapter 11 (commencing with Section 66200) of Division 1 of Title 7 of the Government Code
- 4 Performing infrastructure planning, including for sewers, water systems, transit, roads, or other public facilities necessary to support new housing and new residents
- 5 Planning documents to promote development of publicly owned land such as partnering with other local entities to identify and prepare excess or surplus property for residential development
- 6 Revamping local planning processes to speed up housing production
- 7 Developing or improving an accessory dwelling unit ordinance in compliance with Section 65852.2 of the Government Code
- 8 Planning documents for a smaller geography (less than jurisdiction-wide) with a significant impact on housing production including an overlay district, project level specific plan, or development standards modifications proposed for significant areas of a locality, such as corridors, downtown or priority growth areas
- 9 Rezoning to meet requirements pursuant to Government Code Section 65583(c)(1) and other rezoning efforts to comply with housing element requirements, including Government Code Section 65583.2(c) (AB 1397, Statutes of 2018)
- 10 Upzoning or other implementation measures to intensify land use patterns in strategic locations such as close proximity to transit, jobs or other amenities
- 11 Rezoning for multifamily housing in high resource areas (according to Tax Credit Allocation Committee/Housing Community Development Opportunity Area Maps);
Establishing Pre-approved architectural and site plans
- 12 Preparing and adopting housing elements of the general plan that include an implementation component to facilitate compliance with the sixth cycle RHNA
- 13 Adopting planning documents to coordinate with suballocations under Regional Early Action Planning Grants (REAP) that accommodate the development of housing and infrastructure and accelerate housing production in a way that aligns with state planning priorities, housing, transportation equity and climate goals, including hazard mitigation or climate adaptation
- 14 Zoning for by-right supportive housing, pursuant to Government Code section 65651 (Chapter 753, Statutes of 2018)
- 15 Zoning incentives for housing for persons with special needs, including persons with developmental disabilities
- 16 Planning documents related to carrying out a local or regional housing trust fund
- 17 Environmental hazard assessments; data collection on permit tracking; feasibility studies, site analysis, or other background studies that are ancillary (e.g., less than 15% of the total grant amount) and part of a proposed activity with a nexus to accelerating housing production
- 18 Other planning documents or process improvements that demonstrate an increase in housing related planning activities and facilitate accelerating housing production
- 19 Establishing Prohousing Policies

C. Project Description

Provide a description of the project and each activity using the method outlined below, and ensure the narrative speaks to **Attachment 1: Project Timeline and Budget**.

- a. Summary of the Project and its impact on accelerating production
- b. Description of the tasks and major sub-tasks
- c. Summary of the plans for adoption or implementation

Please be succinct and use Appendix A or B if more room is needed.

The City of Lakewood's LEAP grant application consists of four projects: Housing Element Update, Housing Study, Development Review Board Expediting, and Gateway Cities Council of Governments. The Housing Element Update is for the 6th RHNA cycle. Lakewood's allocation requires planning for approximately 3,915 housing units. To accommodate a portion of those units, the City will prepare a Housing Study of vacant and underutilized commercial parcels. The study will estimate the potential number of residential units that could be constructed through mixed use development. The Development Review Board Expediting program will expand on the City's experiences during the COVID-19 pandemic to utilize technology to review and expedite residential development. For the Gateway Cities Council of Governments project, the City of Lakewood will allocate 1% of its maximum eligible LEAP funds to the Gateway Cities Council of Governments (GCCOG), to help continue the regional housing planning efforts begun in 2019 by a similar allocation of SB2 Planning Grant funds. Each project is described below.

Project 1. Housing Element Update (\$247,000)

The City will update the housing element for the 6th cycle of the Regional Housing Needs Assessment (RHNA). (summarize the cycle and our draft RHNA). The project is comprised of the following tasks:

- Task 1: Develop the Project Schedule (\$24,700)
- Task 2: Analyze Existing Housing Conditions and Needs (\$37,050)
- Task 3: Regional Housing Needs Assessment (RHNA) (\$37,050)
- Task 4: Prepare draft housing element (\$61,750)
- Task 5: California Environmental Quality Act (CEQA) (\$61,750)
- Task 6: Adoption and Certification (\$24,700)

Each Task is described in more detail below:

Task 1: Establish milestones including public hearings, meetings with the Planning and Environment Commission and the City Council, delivery of drafts and the final housing element, and other work products.

Task 2: Analyze Existing Housing Conditions and Needs

Review the City's existing planning documents, evaluate the effectiveness of the current housing element and its programs, and identify disadvantaged communities pursuant to SB 535 (Environmental Justice) and their relationship to the housing element and the general plan.

Task 3: Regional Housing Needs Assessment (RHNA)

Review the land inventories, the City's RHNA share, and prepare zoning scenario. Assess the housing needs, update demographic profile, housing resources, and constraints of the City.

>> SEE APPENDIX A FOR CONTINUATON OF PROJECT DESCRIPTION

D. Legislative Information

District	#	Legislator Name
Federal Congressional District	38	Linda Sanchez
	47	Alan Lowenthal
State Assembly District	63	Anthony Rendon
State Senate District	33	Lena A. Gonzalez

Applicants can find their respective State Senate representatives at <https://www.senate.ca.gov/>, and their respective State Assembly representatives at <https://www.assembly.ca.gov/>.

Attachment 1: Project Timeline and Budget: (if more room is needed, duplicate Attachment 1 or add attachment labeled Attachment 1A)

Task	Est. Cost	Begin	End	Deliverable	Notes
Housing Element: Task 1	\$ 24,700	8/1/20	10/30/20	Schedule and scope of work	
Housing Element: Task 2	\$ 37,050	10/1/20	11/30/20	Existing conditions analysis	Housing needs
Housing Element: Task 3	\$ 37,050	11/1/20	1/30/21	RHNA distribution	
Housing Element: Task 4	\$ 61,750	1/1/21	4/30/21	Draft housing element	
Housing Element: Task 5	\$ 61,750	2/1/21	8/30/21	CEQA document	
Housing Element: Task 6	\$ 24,700	6/1/21	12/30/21	Adopt/certify housing element	
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Housing Study: Task 1	\$ 6,000	7/1/20	9/30/20	Analyze current conditions	
Housing Study: Task 2	\$ 6,000	9/1/20	11/30/20	Housing needs analysis	Portion of RHNA from H.E.
Housing Study: Task 3	\$ 20,000	12/1/20	2/28/21	Draft mixed-use model	
Housing Study: Task 4	\$ 4,000	3/1/21	5/30/21	Refine mixed use model	
Housing Study: Task 5	\$ 4,000	6/1/21	7/30/21	Prepare Development Guidelines	
(This row blank)					
DRB Expediting: Task 1	\$ 8,000	7/1/20	9/30/20	Obtain hardware/software	
DRB Expediting: Task 2	\$ 1,500	10/1/20	11/30/20	Create new work-flow	
DRB Expediting: Task 3	\$ 500	12/1/20	6/30/21	Educational campaign	
(This row blank)					
GCCOG 1% Assessment	\$ 3,000	7/1/20	12/31/20	Continue regional housing efforts	See COG JPA Attachment
(This row blank)					
Total Projected Cost \$	300000				

Include high-level tasks, major sub-tasks (Drafting, Outreach, Public Hearings and Adoption), budget amounts, begin and end dates and deliverables. If other funding is used, please note the source and amount in the Notes section.

Attachment 2: Application Nexus to Accelerating Housing Production

Applicants shall demonstrate how the application includes a nexus to accelerating housing production by providing data regarding current baseline conditions and projected outcomes such as a reduction in timing, lower development costs, increased approval certainty, increases in number of entitlements, more feasibility, or increases in capacity. An expected outcome should be provided for each proposed deliverable. If necessary, use Appendix B to explain the activity and its nexus to accelerating housing production.

Select at least one	*Baseline	**Projected	***Difference	Notes
Timing (e.g., reduced number of processing days)	Four weeks	Two weeks	2 weeks less time for DRB approval.	Expedited DRB
Development cost (e.g., land, fees, financing, construction costs per unit)	\$1,000,000	\$20,000 for	\$970,000	Cost savings for large mixed-use project.
Approval certainty and reduction in discretionary review (e.g., prior versus proposed standard and level of discretion)	50%	99%	45% increase	Housing Element update.
Entitlement streamlining (e.g., number of approvals)	Four weeks	Two weeks	2 weeks less time for DRB approval.	Expedited DRB
Feasibility of development	0 Units	1,500 Units	+1,500 Units	Housing study mix-use
Infrastructure capacity (e.g., number of units)				
Impact on housing supply and affordability (e.g., number of units)	257 Units	1,500 Units	+1,243 Units	Increase from 5th to 6th RHNA cycle

*** Baseline – Current conditions in the jurisdiction (e.g. 6-month development application review, or existing number of units in a planning area)**

****Projected – Expected conditions in the jurisdiction because of the planning grant actions (e.g. 2-month development application review)**

*****Difference – Potential change resulting from the planning grant actions (e.g., 4-month acceleration in permitting, creating a more expedient development process)**

Attachment 3: State and Other Planning Priorities Certification (Page 1 of 3)

Applicants must demonstrate that the locality is consistent with State Planning or Other Planning Priorities by selecting from the list below activities that are proposed as part of this application or were completed within the last five years. Briefly summarize the activity and insert a date of completion.

State Planning Priorities

Date of Completion	Brief Description of the Action Taken
Promote Infill and Equity	
<i>Rehabilitating, maintaining, and improving existing infrastructure that supports infill development and appropriate reuse and redevelopment of previously developed, underutilized land that is presently served by transit, streets, water, sewer, and other essential services, particularly in underserved areas.</i>	
7/1/21	The Housing Study will focus on the potential for mixed-use development on underutilized commercial and industrial properties in order to create new housing opportunities. A significant component of the Housing Study will include an evaluation of the capacity of the existing infrastructure to support mixed-use development at an optimal density.
<i>Seek or utilize funding or support strategies to facilitate opportunities for infill development.</i>	
7/1/21	The Housing Study to prepare and support strategies that facilitate mixed-use development on infill parcels. The deliverable product will be a model that the City and housing developers can use to determine the overall feasibility of a project.
<i>Other (describe how this meets subarea objective)</i>	
7/1/21	Lakewood is fully urbanized and nearly built-out with very little vacant land. The Housing Study is expected to play a significant role by resulting in a tool that the City and developers will use in planning for mixed-use developments on underutilized commercial sites. These infill projects will play an important role in helping the City meet its share of the RHNA.
Promote Resource Protection	
<i>Protecting, preserving, and enhancing the state's most valuable natural resources, including working landscapes such as farm, range, and forest lands; natural lands such as wetlands, watersheds, wildlife habitats, and other wildlands; recreation lands such as parks, trails, greenbelts, and other open space; and landscapes with locally unique features and areas identified by the state as deserving special protection.</i>	
10/15/16	The City replaced two aging playgrounds at Bolivar Park, including new play equipment, installing accessible surfaces, and site furnishings.
<i>Actively seek a variety of funding opportunities to promote resource protection in underserved communities.</i>	
6/2/18	The City received a Caltrans grant to build a storm water capture system to clean storm water runoff for irrigation and groundwater infiltration and to prevent pollution from reaching the ocean.
<i>Other (describe how this meets subarea objective)</i>	
9/18/15	Adopted an ordinance to expedite permitting for residential solar energy systems, which generates electricity in a sustainable manner.
Encourage Efficient Development Patterns	
<i>Ensuring that any infrastructure associated with development, other than infill development, supports new development that does the following:</i>	
<i>(1) Uses land efficiently.</i>	
6/13/17	The City adopted an ordinance allowing smaller front yard setbacks in certain tracts in the City. The ordinance allows those residential properties to be used more efficiently.

Attachment 3: State and Other Planning Priorities Certification (Page 2 of 3)

(2) Is built adjacent to existing developed areas to the extent consistent with environmental protection.

5/6/19	The City approved a 24-unit apartment project in an existing, developed area where other residential development has occurred. Permitting higher density residential uses in this area steers the demand for new residential projects away from sensitive, undeveloped areas.
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(3) Is located in an area appropriately planned for growth.

(4) Is served by adequate transportation and other essential utilities and services.

(5) Minimizes ongoing costs to taxpayers.

Other (describe how this meets subarea objective)

Other Planning Priorities

Affordability and Housing Choices

Incentives and other mechanisms beyond State Density Bonus Law to encourage housing with affordability terms.

3/27/19	The City's Housing Successor Agency transferred ownership of a vacant lot to a developer for the construction of two affordable units.
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Efforts beyond state law to promote accessory dwelling units or other strategies to intensify single-family neighborhoods with more housing choices and affordability.

2/11/20	The City's Staff Design Review (SDR) process provides ADU applicants with valuable design feedback for building ADUs that are affordable, functional, and livable.
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Upzoning or other zoning modifications to promote a variety of housing choices and densities.

2/11/20	The City's new ADU ordinance streamlined the review process by encouraging applicants to submit plans electronically. The ADU application includes a checklist for applicants to make sure their plans are complete.
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Utilizing surplus lands to promote affordable housing choices.

8/9/16	The City authorized and completed the sale of surplus water department properties, which allowed the development of five infill-housing units.
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Efforts to address infrastructure deficiencies in disadvantaged communities pursuant to Government Code Section 65302.10.

Other (describe how this meets subarea objective)

Attachment 3: State and Other Planning Priorities Certification (Page 3 of 3)

Conservation of Existing Affordable Housing Stock

Policies, programs or ordinances to conserve stock such as an at-risk preservation ordinance, mobilehome park overlay zone, condominium conversion ordinance and acquisition and rehabilitation of market rate housing programs.

7/1/19 The city assists in preserving housing stock of Lakewood's low-income residents through its loan and grant rehabilitation programs.

Policies, programs and ordinances to protect and support tenants such as rent stabilization, anti-displacement strategies, first right of refusal policies, resources to assist tenant organization and education and "just cause" eviction policies.

7/1/19 The city contracts with a fair housing consultant to investigate complaints of housing discrimination, provides tenant/landlord counseling services, and education of tenant rights.

Other (describe how this meets subarea objective)

10/30/21 The City's 6th cycle Housing Element update will include provisions for conserving and preserving the City's affordable senior communities.

Climate Adaptation

Building standards, zoning and site planning requirements that address flood and fire safety, climate adaptation and hazard mitigation.

2/11/20 The City's new ADU ordinance includes provisions that at least one fire hydrant is within service range of each new ADU. New ADUs are encouraged to have photovoltaic panels to offset annual electrical demand of the ADU where not required by law.

Long-term planning that addresses wildfire, land use for disadvantaged communities, and flood and local hazard mitigation.

4/24/18 The City adopted a Hazard Mitigation Plan, which is used or referenced in a variety of advanced planning and current projects and addresses hazards including earthquakes, wildfires, flooding, drought, and windstorms.

Community engagement that provides information and consultation through a variety of methods such as meetings, workshops, and surveys and that focuses on vulnerable populations (e.g., seniors, people with disabilities, homeless, etc.).

6/22/19 The City distributes housing grant and loan program information, code compliance, and fair housing issues to low-income residents, seniors, and others at the City's annual Safety Expo.

Other (describe how this meets subarea objective)

12/12/17 The City adopted an Energy Action Plan, which defines the City's long-term vision for energy efficiency, reviews ways to reduce energy use, and incorporates those efforts into its capital improvement efforts.

Certification: I certify under penalty of perjury that all information contained in this LEAP State Planning and Other Planning Priorities certification form (Attachment 2) is true and correct.

Certifying Officials Name: Thaddeus McCormack

Certifying Official's Title: City Manager

Certifying Official's Signature: _____ Date: 6/23/20

Attachment 4: Required Resolution Template

RESOLUTION NO. [insert resolution number]

A RESOLUTION OF THE [INSERT EITHER "CITY COUNCIL" OR "COUNTY BOARD OF SUPERVISORS"] OF [INSERT THE NAME OF THE CITY OR COUNTY] AUTHORIZING APPLICATION FOR, AND RECEIPT OF, LOCAL GOVERNMENT PLANNING SUPPORT GRANT PROGRAM FUNDS

WHEREAS, pursuant to Health and Safety Code 50515 et. Seq, the Department of Housing and Community Development (Department) is authorized to issue a Notice of Funding Availability (NOFA) as part of the Local Government Planning Support Grants Program (hereinafter referred to by the Department as the Local Early Action Planning Grants program or LEAP); and

WHEREAS, the [insert either "City Council" or "County Board of Supervisors"] of [insert the name of the City or County] desires to submit a LEAP grant application package ("Application"), on the forms provided by the Department, for approval of grant funding for projects that assist in the preparation and adoption of planning documents and process improvements that accelerate housing production and facilitate compliance to implement the sixth cycle of the regional housing need assessment; and

WHEREAS, the Department has issued a NOFA and Application on January 27, 2020 in the amount of \$119,040,000 for assistance to all California Jurisdictions;

Now, therefore, the [insert either "City Council" or "County Board of Supervisors"] of [insert the name of the city or county] ("Applicant") resolves as follows:

SECTION 1. The [insert the authorized designee's TITLE ONLY] is hereby authorized and directed to apply for and submit to the Department the Application package;

SECTION 2. In connection with the LEAP grant, if the Application is approved by the Department, the [insert the authorized designee's TITLE ONLY] of the [insert the name of the City or County] is authorized to submit the Application, enter into, execute, and deliver on behalf of the Applicant, a State of California Agreement (Standard Agreement) for the amount of [\$ enter the dollar amount of the Applicant's request], and any and all other documents required or deemed necessary or appropriate to evidence and secure the LEAP grant, the Applicant's obligations related thereto, and all amendments thereto; and

SECTION 3. The Applicant shall be subject to the terms and conditions as specified in the NOFA, and the Standard Agreement provided by the Department after approval. The Application and any and all accompanying documents are incorporated in full as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the Application will be enforceable through the fully executed Standard Agreement. Pursuant to the NOFA and in conjunction with the terms of the Standard Agreement, the Applicant hereby agrees to use the funds for eligible uses and allowable expenditures in the manner presented and specifically identified in the approved Application.

ADOPTED ON [insert the date of adoption], by the [insert either "City Council" or "County Board of Supervisors"] of [insert the name of the City or County] by the following vote count:

AYES: NOES: ABSENT: ABSTAIN:

[Signature of Attesting Officer] ATTEST: APPROVED AS TO FORM:

[Signature of approval] APPROVED

Appendix A

Task 4: Prepare a draft housing element utilizing Southern California Association of Government (SCAG) growth projections, assess local housing/market conditions, identify constraints/opportunities. Identify methods to address housing needs for all income levels and populations with special needs. Integrate the housing element with other general plan elements.

Task 5: Prepare the appropriate CEQA documents for the Housing Element to allow subsequent residential development identified by the Housing Element to be considered as Categorically Exempt from CEQA, to streamline future residential projects which control housing costs by adding certainty.

Task 6: Prepare the final draft housing element, resolutions, NOD, etc., and obtain HCD certification.

Project 2. Housing Study

The City will retain a consultant to prepare a housing and feasibility and development cost study. The deliverable product will be a model to assist the City and housing developers to identify and maximize the economic benefits and costs of housing development in order to determine the overall feasibility of development. The RHNA allocation exceeds the City's ability to accommodate those units under current land supply and zoning standards. The Study will evaluate the economic potential for housing and mixed-use development on underutilized commercial and industrial properties. The model will estimate the optimal number of residential units that could be constructed through mixed use development, estimate the level of economic benefit to the city by analyzing floor area ratios, appropriate infrastructure and vehicles miles traveled for variations of mixed use developments, identify optimal densities of mixed use projects, and propose development guidelines.

Task 1: Analyze current conditions (\$6,000)

Task 2: Analyze housing needs based on RHNA allocation (\$6,000)

Task 3: Prepare draft model for evaluating mixed use development (\$20,000)

Task 4: Refine and finalize the mixed-use model. (\$4,000)

Task 5: Prepare and adopt development guidelines. (\$4,000)

Project 3. Expedited Development Review Board

The Development Review Board (DRB) reviews housing development plans to ensure that the design complies with the Lakewood Municipal Code and is consistent with the aesthetic character of the City. During COVID-19 Lakewood transitioned from face-to-face DRB plan review to electronic plan review. This process lacked the benefits of live interaction between and among the DRB members, applicants, and staff. A reliable platform for video and audio conferencing that incorporates real-time plan commenting is necessary to expedite projects by allowing remote stakeholders to interact with the DRB meetings. This will reduce plan re-submittals and allow DRB plan approval in an electronic format. This will reduce approval times for residential projects by at least two weeks.

>> SEE APPENDIX B FOR CONTINUATON OF PROJECT DESCRIPTION

Appendix B

Task 1: Research and acquire reliable video and audio conferencing software and hardware capable of capturing, saving, projecting, and transmitting clear visual images of the DRB and the residential plans as they are presented.

Task 2: Integrate the expedited DRB process with current workflows to create new workflows. Accept DRB applications and send electronic approvals, which will reduce paper waste, reduce miles driven to deliver plans, staff will have immediate access to plans approved by the DRB.

Task 3: Educational campaign. Create instructions and portal on its website for submitting DRB applications. Staff will assist applicants in transitioning to a paperless plan review process.

Project 4. LEAP 1% Allocation to Gateway Cities Council of Governments

The City of Lakewood is located in the Gateway Cities region of Southeast Los Angeles County. The Gateway Cities are a collection of 27 cities and various unincorporated communities with a population of 2.1 million people, including 16 cities with a higher population density than the City of Los Angeles.

Housing expertise is needed at the regional level to help reconcile state policies and priorities with local jurisdiction concerns, identify and remove barriers to housing development, and assist cities in meeting housing production goals for the 6th cycle.

In recognition of these needs, the City of Lakewood will allocate 1% of its maximum eligible LEAP funds (\$3,000) to the Gateway Cities Council of Governments (GCCOG), a Joint Powers Authority of the Gateway Cities region, to help continue the regional housing planning efforts begun in 2019 by a similar allocation of SB2 Planning Grant funds. Funding will pay for a COG staff member to focus solely on helping cities accelerate housing production, by organizing region-wide housing workshops, creating shared informational resources, and identifying and promoting best practices from inside and outside the region. The funded COG staff position provides necessary housing expertise, and helps Gateway Cities staff better understand affordable housing production, tax credits, land acquisition policies and practices, options for funding, and other relevant topics related to planning and process improvements to accelerate housing production and facilitate compliance with the 6th cycle housing element. Attached to this application is the Joint Powers Agreement supporting the establishment of the GCCOG.

RESOLUTION NO. 2020-33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAKEWOOD AUTHORIZING APPLICATION FOR, AND RECEIPT OF,
LOCAL GOVERNMENT PLANNING SUPPORT GRANT PROGRAM
FUNDS

WHEREAS, pursuant to Health and Safety Code 50515 et. Seq, the Department of Housing and Community Development (Department) is authorized to issue a Notice of Funding Availability (NOFA) as part of the Local Government Planning Support Grants Program (hereinafter referred to by the Department as the Local Early Action Planning Grants program or LEAP); and

WHEREAS, the City Council of the City of Lakewood desires to submit a LEAP grant application package ("Application"), on the forms provided by the Department, for approval of grant funding for projects that assist in the preparation and adoption of planning documents and process improvements that accelerate housing production and facilitate compliance to implement the sixth cycle of the regional housing needs assessment; and

WHEREAS, the Department has issued a NOFA and Application on January 27, 2020 in the amount of \$119,040,000 for assistance to all California Jurisdictions;

NOW, THEREFORE, the City Council of the City of Lakewood resolves as follows:

SECTION 1. The City Manager is hereby authorized and directed to apply for and submit to the Department the Application package;

SECTION 2. In connection with the LEAP grant, if the Application is approved by the Department, the City Manager of the City of Lakewood is authorized to submit the Application, enter into, execute, and deliver on behalf of the Applicant, a State of California Agreement (Standard Agreement) for the amount of \$300,000, and any and all other documents required or deemed necessary or appropriate to evidence and secure the LEAP grant, the Applicant's obligations related thereto, and all amendments thereto; and

SECTION 3. The Applicant shall be subject to the terms and conditions as specified in the NOFA, and the Standard Agreement provided by the Department after approval. The Application and any and all accompanying documents are incorporated in full as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the Application will be enforceable through the fully executed Standard Agreement. Pursuant to the NOFA and in conjunction with the terms of the Standard Agreement, the Applicant hereby agrees to use the funds for eligible uses and allowable expenditures in the manner presented and specifically identified in the approved Application.

ADOPTED AND APPROVED THIS 23RD DAY OF JUNE, 2020.

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

Mayor

ATTEST:

City Clerk

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TO: The Honorable Mayor and City Council

SUBJECT: Authorize Purchase of Electronic Vehicle Station Replacement

INTRODUCTION

The City maintains two electronic vehicle charging stations (EV stations) that are almost at their end of life. Staff recommends the procurement of these products under an existing purchasing cooperative contract.

STATEMENT OF FACT

Various purchasing agreements exist which allow the City to “piggyback” and obtain the lowest pricing structure for goods and services. The Sourcewell program is such a purchasing vehicle. Sourcewell Agreements were created to allow various jurisdictions throughout the country to benefit from competitively bid contracts.

Staff solicited a proposal from a vendor of Sourcewell, for replacement electronic vehicle charging stations which will allow the city to recover the costs in maintaining and supplying power. ChargePoint, Inc. has provided a proposal for the two stations at the cost of \$11,900.50, and Voltaic, a ChargePoint, Inc. installation partner, has provided a proposal for the installation at the cost of \$2,500.

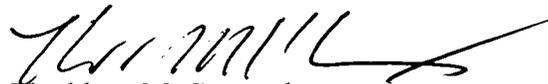
The scope of work qualifies to be funded by AQMD funds. There are sufficient AQMD funds to cover the cost of purchase and installation.

RECOMMENDATION

Staff recommends that the City Council:

- (1) Authorize the Purchasing Officer to purchase the two ChargePoint, Inc. EV stations for City Hall at the cost of \$11,900.50.
- (2) Authorize the Purchasing Officer to purchase the installation of the charge point stations from Voltaic, at a cost of \$2,500.
- (3) Appropriate \$14,401 of AQMD funds for the purchase and installation of two EV stations at City Hall.

Lisa Ann Rapp 
Director of Public Works


Thaddeus McCormack
City Manager

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COUNCIL AGENDA

June 23, 2020

TO: The Honorable Mayor and City Council

SUBJECT: Adoption of a Resolution Listing Proposed Projects using SB 1 FY 20-21 Funds

INTRODUCTION

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

STATEMENT OF FACTS

The City of Lakewood is projected to receive \$1,398,168 in RMRA funds in Fiscal Year 2020-2021.

The City’s Pavement Management System was used to assist, along with field review, in selecting and prioritizing the street segments to pave with the FY 20-21 funding. This segment of Carson Street is recommended for repaving based on field review and a low PCI score of 66 in the Pavement Management System.

In order to receive funding, the State requires the City to adopt a resolution by July 15, 2020 setting forth planned projects for this year’s allocation. Accordingly, the proposed resolution recommends paving the street segment listed in the below table using RMRA funds. Use of RMRA funds for sidewalk repairs, street pavement maintenance and traffic control (signs, striping etc.) continues our past practice for these funds. However, the City can subsequently revise the list and substitute other eligible projects should the City so desire.

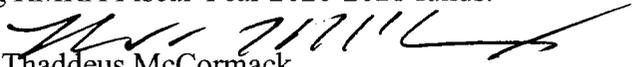
Proposed Projects for FY20-21:

Street and Project Description	Segment	Estimated Useful Life	Planned Const	Est Cost
Sidewalk Repairs	Various Locations City-wide	N/A	FY-21	\$400k
Street Pavement Maintenance	Various Locations City-wide	N/A	FY-21	\$200k
Traffic Control – signs, striping, etc.	Various Locations City-wide	N/A	FY-21	\$100k
Carson St ARHM Overlay	1,300 LF west of Paramount to 3,050 LF east of Paramount	15 Years	CY 2021	\$700k

STAFF RECOMMENDATION

It is recommended that the City Council adopt the attached Resolution that specifies the street segments to be repaved or other improvements using RMRA Fiscal Year 2020-2021 funds.

Lisa Rapp 
Director of Public Works


Thaddeus McCormack
City Manager

RESOLUTION NO. 2020-34

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAKEWOOD ADOPTING A LIST OF PROJECTS FOR FISCAL
YEAR 2020-21 FUNDED BY SB 1: THE ROAD REPAIR AND
ACCOUNTABILITY ACT OF 2017

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

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

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

WHEREAS, the City will receive an estimated \$1,398,168 in RMRA funding in Fiscal Year 2020-21 from SB 1; and

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

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

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

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

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

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets

infrastructure, and using cutting-edge technology, materials and practices, will have significant positive benefits to City residents.

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

1. The foregoing recitals are true and correct.
2. The following list of proposed projects will be funded in-part or solely with fiscal year 2020-21 Road Maintenance and Rehabilitation Account revenues:

Street and Project Description	Segment	Estimated Useful Life	Planned Const	Est Cost
Sidewalk Repairs	Various Locations City-wide	N/A	FY-21	\$400k
Street Pavement Maintenance	Various Locations City-wide	N/A	FY-21	\$200k
Traffic Control – signs, striping, etc.	Various Locations City-wide	N/A	FY-21	\$100k
Carson St ARHM Overlay	1,300 LF west of Paramount to 3,050 LF east of Paramount	15 Years	CY 2021	\$700k

3. The following previously proposed and adopted projects may utilize fiscal year 2020-21 Road Maintenance and Rehabilitation Account revenues in their delivery. With the relisting of these projects in the adopted fiscal year resolution, the City is reaffirming to the public and the State our intent to fund these projects with Road Maintenance and Rehabilitation Account revenues:

Street and Project Description	Segment	Estimated Useful Life	Anticipated Year of Construction
Previously Proposed in FY19-20			
Candlewood St ARHM Overlay	Lakewood Blvd - Fidler	15 Years	CY 2020/2021
Del Amo Blvd ARHM Overlay	Paramount - Cherry	15 Years	CY 2020/2021
Del Amo Blvd ARHM Overlay	Paramount - Downey	15 Years	CY 2020/2021
Harvey Way ARHM Overlay	Bellflower - Woodruff	15 Years	CY 2020/2021
Alley west of Lkwd Blvd Total Reconstruction with PCC	Candlewood– Hardwick	30 Years	CY 2020/2021

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

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

ADOPTED AND APPROVED THIS 23rd DAY OF JUNE, 2020.

Mayor

ATTEST:

City Clerk

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RESOLUTION NO. 2020-35

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

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

SECTION 1. On March 24, 2020, the City Council adopted Resolution No. 2020-5, ratifying a Proclamation of a Local Emergency that the City Manager, acting in his capacity as the City's Director of Emergency Services, had issued on March 17, 2020, due to the COVID-19 virus. On May 12, 2020, the City Council adopted Resolution No. 2020-14, extending such Local Emergency. The City Council hereby extends such Local Emergency, on the same terms and conditions.

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

SECTION 3. If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this Resolution, or any part hereof, is held invalid or unconstitutional, such decision shall not affect the validity of the remaining sections or portions of this Resolution. The City Council hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase in this Resolution irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases may be declared invalid or unconstitutional.

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

ADOPTED AND APPROVED THIS 23RD DAY OF JUNE, 2020.

Mayor

ATTEST:

City Clerk

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COUNCIL AGENDA

June 23, 2020

TO: The Honorable Mayor and City Council

SUBJECT: Residential Refuse Rate Adjustment

INTRODUCTION

In accordance with Proposition 218, the City notifies every resident, in writing, regarding proposed adjustments in refuse collection and disposal fees, and the date for a public hearing before the City Council can take action. This requirement was met by placing notices in utility bills from March 2020 through May 2020 advising residents of tonight's public hearing.

STATEMENT OF FACT

Proposition 218 procedural requirements are applicable to increases in refuse charges. Due to the rather lengthy notification process, rates must be determined far in advance of implementation. To accomplish this, staff determines rates by considering current consumer price index (CPI) trends, cost history and new program implementation costs. When calculating adjustments for next year, staff compares the amount collected to actual costs and modifies next year's anticipated rates accordingly.

On February 18, 2020, the Environmental Management Committee reviewed and recommended that the City Council approve a proposed 5.3% rate increase. This amounts to an increase of \$1.14 per month, raising the monthly rate from \$21.56 to \$22.70 per month.

The City of Lakewood's contract with EDCO Waste Services is a major component of the refuse and recycling budget, which is the basis for the calculation of the consumer rates. EDCO's contract is adjusted using the January to January CPI as well as the change in tipping (disposal) fees.

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

RECOMMENDATION

It is recommended that the City Council hold a public hearing and adopt the attached resolution, which enacts the adjustment to refuse rates as stated in this report.



Jose Gomez
Director of Finance & Administrative Services



Thaddeus McCormack
City Manager

Lisa Rapp 
Director of Public Works

June 10, 2020

2819 20 11

Dear City Council members & Mayor Todd Rogers,

I am a Lakewood resident and have lived here for 43 years as a teenager and adult. I am giving my written protest of the proposed rate hike set to be discussed in a public hearing on 6/23/2020 at 7:30 pm in the City Council Chambers of the City of Lakewood, California. I am against this hike which comes at the worst time because of a pandemic and civil unrest. The pandemic has caused unprecedented hardship on many households due to the lockdown and closing of businesses which has caused loss of jobs and income. I would like to know what we pay to LASD-Lakewood because in my opinion we likely pay too much and some of those funds could go towards paying for refuse and social programs that could benefit the unhoused, mental health programs, social workers, food insecure households and rent/mortgage relief. My point is that we do not need rate hikes during a time of great financial stress and uncertainty.

Sincerely,

A handwritten signature in black ink, appearing to read "Elizabeth C. Castillo". The signature is fluid and cursive, with a large, sweeping flourish at the end.

Elizabeth C. Castillo

Lakewood, CA 90712

9685 '20 OCT 30 12:30

Apr. 27, 2020

City Clerk:

I protest the rate increase for TRASH pick up.

I am almost 92 yrs. old.
Living alone + doing chores, cooking, etc.
My trash goes out every other
week incl. grass p/u by my
gardener.

My monthly income (ENTIRE) is
\$1227. (1327) SOC. SEC. NO OTHER
INCOME.

So its to the point of (2) meals
a day. My income has to cover
property taxes, maintenance of
home etc. after having a STROKE.
and I'm DOING IT. ANY HELP
WILL BE APPRECIATED.

MOVED INTO THIS HOME
THANKSGIVING WEEK of 1950.
WE RAISED 4 CHILDREN HERE!

ALL HELP IS APPRECIATED.

Thank You
Dorothy Johnson

RESOLUTION NO. 2020-36

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAKEWOOD TO ESTABLISH RESIDENTIAL REFUSE
RATES FOR FISCAL YEAR 2020-21

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

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

1. The City contracts with EDCO Disposal for residential refuse removal; each year their contract is adjusted based on a blended rate using the Consumer Price Index for the Los Angeles area for the month of January and the average tipping rates in the area.
2. In order to maintain the current residential services, the current rate must be adjusted in accordance with the increase in contractor and city operational costs.
3. The rate will be adjusted July 1, 2020, which will be for services starting on or after July 1, 2020. The monthly rate will be adjusted to \$22.70 from \$21.56.

ADOPTED AND APPROVED THIS 23RD DAY OF JUNE, 2020,

Mayor

ATTEST:

City Clerk

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COUNCIL AGENDA

June 23, 2020

TO: The Honorable Mayor and City Council

SUBJECT: Authorization to Negotiate Construction Contract
For Public Works Contract 20-02
Roller Shade Improvements to the Existing Centre at Sycamore Plaza

INTRODUCTION

On June 16, 2020 the City Clerk held a bid opening for roller shade improvements at the Centre. No bids were received. As allowed under the Public Contract Code, staff requests authorization to negotiate a public works construction contract for the project with a qualified and licensed contractor.

STATEMENT OF FACT

Four contractors qualified to bid this project by attending a mandatory pre-bid conference; and three purchased plans and specifications, but none submitted bid proposals. When no bids are received, the Public Contract Code allows the legislative body to proceed with the project under other provisions of state law. Staff consulted with the City Attorney who provided advice on this matter. The long-awaited roller shade improvements slated for the Centre are of such importance that staff wishes to proceed with them at this time, particularly because use of the Centre at this time for gatherings has been substantially reduced due to the pandemic. Therefore, staff requests Council authorize the Director of Public Works to negotiate a public works contract with appropriately licensed contractors in order to complete the project in a timely manner.

Staff has contacted two-manufacturer recommended installers to determine their interest in the project. One was a plan holder who attended the pre-bid conference but did not bid. They indicated that they were interested in bidding but were unable to meet the bid deadline due to staffing shortage of their estimators. The other manufacturer-recommended installer is also interested in bidding on the project, but was unable to attend the two pre-bid conferences, as they were out of town due to COVID-19.

Staff will request quotations from both manufacturer-recommended installers. Staff will evaluate their quotations and negotiate the details with the best-priced contractor who can meet the project deadlines. The standard public works contract, plans and specifications created and originally bid will be used for the work. Staff expects the project not to exceed \$65,000, which includes the contract, change order contingency, staff support and incidentals.

There are adequate funds in the Centre Improvements Budget to cover the cost of the project.

RECOMMENDATION

Staff recommends that the City Council:

- (1) Authorize staff to negotiate Public Works Contract 20-02 for the Roller Shade Improvements to the Existing Centre at Sycamore Plaza with a project budget of \$65,000.
- (2) Once an agreement is negotiated between staff and the contractor, authorize the Mayor to sign the agreement with the successful contractor for the Roller Shade Improvements to the Existing Centre at Sycamore Plaza.
- (3) Authorize staff to approve a cumulative total of change orders, as necessary not to exceed \$10,000.

Lisa Ann Rapp 
Director of Public Works


Thaddeus McCormack
City Manager

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COUNCIL AGENDA

June 23, 2020

TO: The Honorable Mayor and City Council

SUBJECT: Appointment of Measure L Citizens Oversight Committee Members

INTRODUCTION

At the May 26, 2020 City Council meeting, the City Council approved a framework for the establishment and composition of the Measure L Citizens Oversight Committee (COC). The COC will be composed of 7 total members, with 2 standing members and 5 appointed members that will serve for a two-year term. The 2 standing members will be represented by a Chamber of Commerce representative and a non-profit group representative, and the 5 appointed members will be composed of a representative appointed by each of the City Council members that represent youth, seniors, Neighborhood Watch, businesses and at-large.

STATEMENT OF FACT

The following are proposed members of the Measure L COC that whose terms will commence on July 1, 2020 and end on June 30, 2022:

1. Standing Members

a. Greater Lakewood Chamber of Commerce Representative

The Greater Lakewood Chamber of Commerce has elected to nominate the current chairperson of the Board of Directors (or his or her designee) as their representative on the COC. Mr. Bradlee Crihfield is the current Board Chair.

b. Non-profit Group Representative

A randomized drawing was conducted to determine which of the 21 service organizations that were honored as “Legends of Lakewood” will represent the non-profit groups on the COC. The Lakewood Jaycees were selected, and their designated representative is Ms. Cassandra Chase.

2. Appointed Members

A randomized drawing was conducted to match each community group to a number from 1 to 5. Following that assignment, council members, based on seniority, were given an opportunity to select one of those numbers, which determined their community group.

- ##### a. Mayor Todd Rogers was assigned to appoint a member representing the “Senior” group. His appointee is Mrs. Crystal Jones-Duncan. Mrs. Jones-Duncan has lived in the city for 21 years. She currently works as a manager for Verizon. Prior to Verizon, Mrs. Jones-Duncan worked for the Long Beach Unified School District managing budgets for a high school and middle school.

Appointment of Measure L COC Members

June 23, 2020

Page 2 of 2

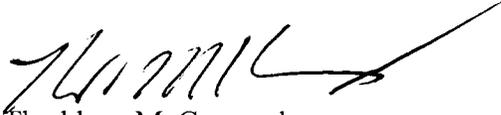
- b. Vice Mayor Jeff Wood was assigned to appoint a member representing the business community. His appointee is Mr. Ron Piazza. Until his retirement in April, Mr. Piazza served on the City Council for 7 years and served as mayor in 2016. Ron is also a franchise owner of several McDonalds restaurants in the area, with the very first restaurant he purchased being in Lakewood. He is deeply involved in the community, having served on many service organizations throughout the years.
- c. Council Member Steve Croft was assigned to appoint a member representing Neighborhood Watch. His appointee is Ms. Mina Carrasco. Ms. Carrasco has been the Neighborhood Watch captain for her block for 13 years. Her active participation and willingness to help grow the program led to her appointment as a block captain liaison in 2019, culminating in being named Block Captain of the Year that same year.
- d. Council Member Diane DuBois was assigned to appoint a member representing “Youth” groups. Her appointee is Mrs. Cindy Jarvis. Mrs. Jarvis has volunteered for Lakewood Youth Sports for many years. In her professional life she serves as the principal for a private K-8 school in a neighboring community.
- e. Council Member Ariel Pe was assigned to appoint an “at-large” member. His appointee is Ms. Jeannie Clark. Ms. Clark is a long time resident of Lakewood and is a member of the Lakewood Rotary Club. She is a CPA and a partner for a small business firm in Long Beach and has worked in public accounting for over 30 years.

The Measure L COC is expected to meet semi-annually or on an as-needed basis. Their charge is to provide additional transparency through oversight of Measure L and reviewing revenues and expenditures. Their role is not to be in an advisory capacity insomuch as recommending specific areas the City should or should not spend Measure L funds on. The COC is expected to provide a report back to the City Council on their findings.

RECOMMENDATION

It is recommended that the City Council approve the member appointments for the Measure L Citizens Oversight Committee.

Paolo Beltran 
Deputy City Manager


Thaddeus McCormack
City Manager

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COUNCIL AGENDA

June 23, 2020

TO: The Honorable Mayor and City Council

SUBJECT: Taking the “Obama Mayor’s Pledge” to Review Police Use of Force Policies in Lakewood, and Appointing an Ad Hoc Committee to be Involved with the Work of the Interfaith Council and Community Dialogue

INTRODUCTION

In the wake of the killing of George Floyd in police custody in Minneapolis, Minnesota on May 25, 2020, dozens of mayors across the nation have signed what is known as the “Obama Mayor’s Pledge” to review local police use of force policies. Mayor Rogers is very familiar with the pledge and with the work of the U.S. Department of Justice-led 21st Century Policing Task Force in 2014-15 that is the basis for the pledge. Mayor Rogers has requested that the City Council concur with and approve his signing the pledge on behalf of the City Council.

STATEMENT OF FACTS

In signing the Mayor’s Pledge, a mayor pledges that they or their city will do the following:

1. REVIEW the police use of force policies in my community.
2. ENGAGE my community by including a diverse range of input, experiences, and stories in our review.
3. REPORT the findings of our review to my community and seek feedback within 90 days of signing this pledge.
4. REFORM my community’s police use of force policies based on findings.

The City of Lakewood is beginning the process of a Community Dialogue on racial equity and community-law enforcement relations which can provide a forum for the type of community engagement and feedback described in the pledge. The first steps of the city’s Community Dialogue include the formation of an Interfaith Council of religious leaders in Lakewood to facilitate outreach and discussion in the dialogue. The Interfaith Council is scheduled to have their first planning meeting the week of June 29. The Community Dialogue will take place after that. Staff recommends that Mayor Rogers appoint two council members to an Ad Hoc Committee on the Community Dialogue to work with the Interfaith Council and Community Dialogue and on related issues.

City staff can assist council members, the council’s Public Safety Committee, the Ad Hoc Committee and residents involved in the Community Dialogue in carrying out the Mayor’s Pledge review of police use of force policies utilized by the city’s contract police agency, the Los Angeles County Sheriff’s Department.

Because Lakewood is a contract city that does not have full control over the policies of its contract police agency, the fourth item in the pledge may entail the city recommending, instead of mandating, that the Sheriff's Department make certain reforms. However, that one caveat need not detract from the value of the overall process and other aspects of the pledge. Many contract cities around the nation will be in the same situation.

RECOMMENDATION

Staff recommends that the City Council concur with and approve Mayor Rogers' signing of the Obama Mayor's Pledge on the review of police use of force policies in Lakewood. Staff also recommends that Mayor Rogers appoint two council members to serve on the Ad Hoc Committee on Community Dialogue.

Joshua Yordt
Director of Public Safety



Thaddeus McCormack
City Manager