

# AGENDA

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

May 27, 2014, 7:30 p.m.

## CALL TO ORDER

**INVOCATION:** Dr. John C. Bonner, Chaplain Emeritus to the City Council

**PLEDGE OF ALLEGIANCE:** Boy Scout Troop 140

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

## ANNOUNCEMENTS AND PRESENTATIONS:

Presentation Regarding the 33<sup>rd</sup> Senate District Young Senators Program

## ROUTINE ITEMS:

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

- RI-1 Approval of Minutes of the Meeting held May 13, 2014
- RI-2 Approval of Personnel Transactions
- RI-3 Approval of Registers of Demands
- RI-4 Approval of Installation of Disabled Person Parking Space at 20907 Albutis Avenue, Resolution No. 2014-17
- RI-5 Approval of Reappointment to the Southeast Los Angeles County Workforce Investment Board of Directors
- RI-6 Approval of Memorandum of Understanding for Coordinated Compliance Monitoring and Reporting Plan for the Dominquez Channel and Los Angeles and Long Beach Harbors
- RI-7 Approval of Request to Change Operational Setting on Emergency Interconnection with Golden State Water Company
- RI-8 Approval of Proposal for Design Services with Meyer & Associates for the Del Valle Memorial Plaza Project
- RI-9 Approval of Agreement with Merchants Building Maintenance for Custodial Services

## **City Council Agenda**

May 27, 2014

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### **PUBLIC HEARINGS:**

- 1.1 Second Reading and Adoption of Ordinance No. 2014-5; Granting a Pipeline Franchise to Crimson California Pipeline, L.P.
- 1.2 Second Reading and Adoption of Ordinance No. 2014-6; Granting a Pipeline Franchise to Tesoro SoCal Pipeline Company, LLC
- 1.3 Award of Bid for Purchasing Bid 02-14, Two C2500 and One C1500 Chevrolet Silverado Trucks
- 1.4 Amending the Rate for Special Bin Services, Resolution No. 2014-18
- 1.5 Approval for the Purchase of Play Equipment and Surfacing for San Martin Park

### **REPORTS:**

- 3.1 Approval of Funding Agreement with the Metropolitan Transportation Authority for Improvements at the Intersection of Del Amo and Lakewood Boulevards
- 3.2 Preview of 2014 Summer Programs and Summer Catalog

## **AGENDA**

### **LAKWOOD HOUSING SUCCESSOR AGENCY**

1. Approval of Register of Demands

### **ORAL COMMUNICATIONS:**

#### **CLOSED SESSION**

CONFERENCE WITH LABOR NEGOTIATORS – Pursuant to Govt. Code §54957.6

Designated Representative: City Manager Howard Chambers

Employee Organization: Lakewood City Employees' Association

### **ADJOURNMENT**

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

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

# Routine Items



# Minutes

## Lakewood City Council

Regular Meeting held  
May 13, 2014

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**MEETING WAS CALLED TO ORDER** at 7:31 p.m. by Mayor Rogers in the Council Chambers at the Civic Center, 5000 Clark Avenue, Lakewood, California.

**INVOCATION** was offered by Pastor Darin McWatters, First Baptist Church of Lakewood

**PLEDGE OF ALLEGIANCE** was led by Cub Scout Pack 360

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

### **ANNOUNCEMENTS AND PRESENTATIONS:**

Mayor Rogers announced that the meeting would be adjourned in memory of Pely Ferrer, Sr., father of Lakewood's Customer Service Liaison, Lourdes Ferrer Mulhearn; and in memory of Jeffrey Marsh, retired City electrician.

Vice Mayor Wood reported that he had participated in the Principal for a Day program at Artesia High School and was impressed by the great things happening at the school.

### **ROUTINE ITEMS:**

COUNCIL MEMBER CROFT MOVED AND COUNCIL MEMBER DUBOIS SECONDED TO APPROVE ROUTINE ITEMS 1 THROUGH 7.

RI-1 Approval of Minutes of the Meeting held April 22, 2014

RI-2 Approval of Personnel Transactions

RI-3 Approval of Registers of Demands

RI-4 RESOLUTION NO. 2014-14; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD DIRECTING THE PREPARATION OF A REPORT OF DELINQUENT FEES FOR GARBAGE, WASTE AND REFUSE COLLECTION AND DISPOSAL WITHIN THE CITY OF LAKEWOOD, AND SETTING A PUBLIC HEARING THEREON FOR JULY 22, 2014

RI-5 Approval of Report of Monthly Investment Transactions

**ROUTINE ITEMS:** Continued

RI-6 RESOLUTION NO. 2014-15; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD AMENDING RESOLUTION NO. 92-36 PERTAINING TO THE LOW-INCOME EXEMPTION OF THE UTILITY USERS TAX

RI-7 RESOLUTION NO. 2014-16; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD ESTABLISHING A HARDSHIP WAIVER FROM ONE OF THE REQUIREMENTS FOR AN ADMINISTRATIVE HEARING REGARDING AN ADMINISTRATIVE OR PARKING CITATION

UPON ROLL CALL VOTE, THE MOTION WAS APPROVED:

AYES: COUNCIL MEMBERS: Croft, DuBois, Wood, Piazza and Rogers

NAYS: COUNCIL MEMBERS: None

**1.1 • PERMIT APPLICATIONS FOR THE SALE OF FIREWORKS**

Administrative Services Director Diane Perkin made a presentation based on the memo in the agenda and stated that 26 organizations had submitted an application for a permit to operate a fireworks stand. She reported that all of the organizations had submitted the proper documentation and the applications had been reviewed by the License and Permit Hearing Board. It was the recommendation of staff that the City Council approve the applications for temporary fireworks stand permits and authorize staff to issue the permits.

Mayor Rogers opened the public hearing at 7:40 p.m. and called for anyone in the audience wishing to address the City Council on this matter. There was no response.

VICE MAYOR WOOD MOVED AND COUNCIL MEMBER PIAZZA SECONDED TO CLOSE THE PUBLIC HEARING AND APPROVE THE 26 APPLICATIONS FOR FIREWORKS STAND PERMITS. UPON ROLL CALL VOTE, THE MOTION WAS APPROVED:

AYES: COUNCIL MEMBERS: Croft, DuBois, Wood, Piazza and Rogers

NAYS: COUNCIL MEMBERS: None

**1.2 • SUBMITTAL OF JUSTICE ASSISTANCE GRANT (JAG) PROGRAM FUNDING**

Deputy City Manager Carol Jacoby gave a presentation based on her memo in the agenda and reported that the City was able to apply for an entitlement grant of \$20,137 through the Justice Assistance Grant (JAG) program. She noted that the amount of available grant funding had been decreasing each year and that the current amount available was about \$2,000 less than the previous year. She stated that the grant was proposed for use funding the

**1.2 • SUBMITTAL OF JUSTICE ASSISTANCE GRANT (JAG) PROGRAM FUNDING - Continued**

Deputy assigned to the City's Abatement Team. She advised that a 30-day comment period was a required part of the process. It was the recommendation of staff that the City Council approve the submittal of the JAG Program funding for the Abatement Team deputy; receive public comment until June 12, 2014; authorize the City Manager to apply for the grant; and direct the Administrative Services Director to appropriate \$20,137 to the 2014 JAG account when the grant was awarded.

Mayor Rogers opened the public hearing at 7:43 p.m. and called for anyone in the audience wishing to address the City Council on this matter. There was no response.

COUNCIL MEMBER DUBOIS MOVED AND COUNCIL MEMBER CROFT SECONDED TO APPROVE STAFF'S RECOMMENDATION. UPON ROLL CALL VOTE, THE MOTION WAS APPROVED:

AYES: COUNCIL MEMBERS: Croft, DuBois, Wood, Piazza and Rogers

NAYS: COUNCIL MEMBERS: None

**2.1 • SALE OF ALCOHOLIC BEVERAGES FOR OFF-SALE CONSUMPTION, ON-SITE CONSUMPTION IN CONJUNCTION WITH ALCOHOLIC BEVERAGES MANUFACTURING, AND ON-SALE LICENSE IN C-1 AND C-3 ZONES**

City Attorney Steve Skolnik advised that the proposed ordinance had been introduced at the last City Council meeting, following a public hearing. And, that the ordinance was presented for second reading and adoption at this time.

ORDINANCE NO. 2014-3; AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD AMENDING THE LAKEWOOD MUNICIPAL CODE PERTAINING TO THE SALE OF ALCOHOLIC BEVERAGES FOR OFF-SALE CONSUMPTION FROM LOCATIONS LESS THAN 6,500 SQUARE FEET IN AREA, FOR ON-SITE CONSUMPTION IN CONJUNCTION WITH ALCOHOLIC BEVERAGE MANUFACTURING IN THE M-1 (LIGHT MANUFACTURING) ZONE, AND FOR ON-SALE LICENSES IN THE C-1 AND C-3 ZONES was read by title by the City Clerk.

COUNCIL MEMBER CROFT MOVED AND VICE MAYOR WOOD SECONDED TO WAIVE FURTHER READING AND ADOPT ORDINANCE NO. 2014-3. UPON ROLL CALL VOTE, THE MOTION WAS APPROVED:

AYES: COUNCIL MEMBERS: Croft, DuBois, Wood, Piazza and Rogers

NAYS: COUNCIL MEMBERS: None

## **2.2 • AMENDING THE LAKEWOOD MUNICIPAL CODE PERTAINING TO ADMINISTRATIVE CITATION PROCEDURES**

The City Attorney advised that at the last City Council meeting, a public hearing had been held and the proposed ordinance had been introduced. The ordinance was presented for second reading and adoption at this time.

ORDINANCE NO. 2014-4; AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD AMENDING CHAPTER 9 OF ARTICLE IV OF THE LAKEWOOD MUNICIPAL CODE REGARDING ADMINISTRATIVE CITATIONS was read by title by the City Clerk.

VICE MAYOR WOOD MOVED AND COUNCIL MEMBER PIAZZA SECONDED TO WAIVE FURTHER READING AND ADOPT ORDINANCE NO. 2014-4. UPON ROLL CALL VOTE, THE MOTION WAS APPROVED:

AYES: COUNCIL MEMBERS: Croft, DuBois, Wood, Piazza and Rogers

NAYS: COUNCIL MEMBERS: None

## **3.1 • STATUS REPORT ON AB 2189, PERTAINING TO WATER REPLENISHMENT**

Water Resources Director Jim Glancy made a presentation based on his memo in the agenda and stated that Assembly Bill 2189 addressed the complex issue of notice for charges related to extraction of groundwater and, as initially presented, was in need of significant amendment. He reported that the Gateway Council of Governments City Manager's Group had met numerous times to develop amendments to refine the proposed legislation. One of the noted problems identified was the voting methodology, which was based on a per parcel basis rather than a preferred per well basis. He stated that the author had already incorporated some of the suggested amendments, however, the most recent version in print did not contain all of the requested amendments. It was the recommendation of staff that the City Council direct staff to continue to work with Assembly Member Garcia's staff to incorporate additional amendments to AB 2189 to garner full support for the legislation.

Council Member Croft thanked Mr. Glancy for staying on top of water legislation issues to ensure that the City remains an advocate for sound and reasonable policies.

Mayor Rogers noted that water wars had been ongoing from the early days of the State and that for the benefit of both the City and the water associations that the City partners with, that it was important to remain vigilant on these issues.

MAYOR ROGERS STATED ON BEHALF OF THE CITY COUNCIL TO DIRECT STAFF TO CONTINUE TO WORK WITH THE AUTHOR OF THE LEGISLATION. THERE BEING NO OBJECTION, IT WAS SO ORDERED.

**3.2 • MEMORIAL DAY CEREMONY PREVIEW**

Public Information Officer Bill Grady displayed slides and gave a presentation on the upcoming ceremony planned for Memorial Day. He noted that staff had worked closely with local veterans' groups in planning for the event, which would include a keynote speaker, recognition of all veterans in attendance at the event, a presentation of the colors by the Lakewood High School Junior ROTC, as well as a reading of the poem, "The Boys of Del Valle Park" written by Lakewood resident, Dennis Lander, a Vietnam veteran.

**SUCCESSOR AGENCY ACTIONS**

1. Approval of Register of Demands

COUNCIL MEMBER CROFT MOVED AND COUNCIL MEMBER DUBOIS SECONDED TO APPROVE THE REGISTER OF DEMANDS. UPON ROLL CALL VOTE, THE MOTION WAS APPROVED:

AYES: COUNCIL MEMBERS: Croft, DuBois, Wood, Piazza and Rogers

NAYS: COUNCIL MEMBERS: None

**SUCCESSOR HOUSING ACTIONS**

1. Approval of Register of Demands

COUNCIL MEMBER DUBOIS MOVED AND VICE MAYOR WOOD SECONDED TO APPROVE THE REGISTER OF DEMANDS. UPON ROLL CALL VOTE, THE MOTION WAS APPROVED:

AYES: COUNCIL MEMBERS: Croft, DuBois, Wood, Piazza and Rogers

NAYS: COUNCIL MEMBERS: None

**ORAL COMMUNICATIONS:**

Alan Gafford, Lakewood, thanked the City Council for their representation of Lakewood residents during the ABC Unified School District hearings on trustee area maps.

At 7:59 p.m., Mayor Rogers announced that the City Council would recess to a Closed Session.

**CLOSED SESSION**

CONFERENCE WITH LABOR NEGOTIATORS – Pursuant to Govt. Code §54957.6

Designated Representative: City Manager Howard Chambers

Employee Organization: Lakewood City Employees' Association

Instructions were given to the City Manager.

**ADJOURNMENT**

There being no further business to be brought before the City Council, Mayor Rogers adjourned the meeting at 8:32 p.m. A moment of silence was observed in memory of Pely Ferrer, Sr. and Jeffrey Marsh.

Respectfully submitted,

Denise R. Hayward, CMC  
City Clerk

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**COUNCIL AGENDA**  
May 27, 2014

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

**SUBJECT:** Report of Personnel Transactions

	<u>Name</u>	<u>Title</u>	<u>Schedule</u>	<u>Effective Date</u>
<b>1. FULL-TIME EMPLOYEES</b>				
<b>A. Appointments</b>				
	Robert Rennie	Facilities Maintenance Supervisor	27B	05/19/2014
<b>B. Changes</b>				
	Miguel Ramirez	Maintenance Trainee Park Maintenance Worker	B to 10A	05/11/2014
<b>C. Separations</b>				
	Kimberly Chaudhry	Administrative Clerk	08A	05/15/2014
<b>2. PART-TIME EMPLOYEES</b>				
<b>A. Appointments</b>				
	Joseph Vasquez	Community Services Specialist	B	05/11/2014
<b>B. Changes</b>				
	None			
<b>C. Separations</b>				
	None			

Lisa Novotny *by MOB*  
Assistant City Manager

Howard L. Chambers *by CJF*  
City Manager

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**CITY OF LAKEWOOD  
FUND SUMMARY 5/8/2014**

In accordance with section 2521 of the Lakewood Municipal Code there is presented herewith a summary of obligations to be paid by voucher 56911 through 57061. Each of the following demands has been audited by the Director of Administrative Services and approved by the City Manager.

1010	GENERAL FUND	143,326.87
1020	CABLE TV	601.83
1030	CDBG CURRENT YEAR	3,628.83
1050	COMMUNITY FACILITY	16,574.27
1070	RETIREE MEDICAL	336.00
1720	RIVER PARKWAY GRANT	92,804.31
3070	PROPOSITION "C"	114.68
5010	GRAPHICS AND COPY CENTER	2,427.39
5020	CENTRAL STORES	572.42
5030	FLEET MAINTENANCE	3,329.97
6020	GEOGRAPHIC INFORMATION SYSTEM	93.01
7500	WATER UTILITY FUND	26,905.63
8020	LOCAL REHAB LOAN	4,235.00
8030	TRUST DEPOSIT	1,954.93
		<hr/>
		<b>296,905.14</b>

Council Approval

\_\_\_\_\_ Date

\_\_\_\_\_ City Manager

Attest

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

\_\_\_\_\_ Director of Administrative Services

**CITY OF LAKEWOOD  
SUMMARY CHECK REGISTER**

<b>CHECK #</b>	<b>CHECK DATE</b>	<b>VEND #</b>	<b>VENDOR NAME</b>	<b>GROSS</b>	<b>DISC.</b>	<b>CHECK AMOUNT</b>
56911	05/05/2014	62491	HANDS ON MAILING &	948.64	0.00	948.64
56912	05/05/2014	4606	EXCALIBER ENGINEERING INC	689.00	0.00	689.00
56913	05/05/2014	528	TIME WARNER CABLE	3,939.07	0.00	3,939.07
56914	05/08/2014	4466	ABM SERVICES INC	200.00	0.00	200.00
56915	05/08/2014	61142	ADAMS-HILLERY SHARRON	2,753.83	0.00	2,753.83
56916	05/08/2014	2701	AIRE RITE A/C & REFRIGERATION INC	541.54	0.00	541.54
56917	05/08/2014	3982	AMERICAN REPROGRAPHICS COMPANY. LLC	701.81	0.00	701.81
56918	05/08/2014	41215	AREND. DALE	214.50	0.00	214.50
56919	05/08/2014	4465	ATALLA. IBRAHIM	156.00	0.00	156.00
56920	05/08/2014	4399	BALLET FOLKLORICO TIERRA. FLOR Y CANTO	300.00	0.00	300.00
56921	05/08/2014	66012	BARTKUS. KRISTIN	1,435.20	0.00	1,435.20
56922	05/08/2014	48108	BERG. APRIL	526.40	0.00	526.40
56923	05/08/2014	59748	BIG STUDIO INC	566.28	0.00	566.28
56924	05/08/2014	1024	BOY SCOUT TROOP # 65	75.00	0.00	75.00
56925	05/08/2014	62737	BOYES. GOBIND	223.60	0.00	223.60
56926	05/08/2014	272	BRYANT. GERRY IRIS	100.00	0.00	100.00
56927	05/08/2014	53835	C.P.R.S. DIST X	156.00	0.00	156.00
56928	05/08/2014	277	CALIFORNIA COMMERCIAL LIGHTING SUPPLY	123.94	0.00	123.94
56929	05/08/2014	7300	CARSON SUPPLY CO	1,193.38	0.00	1,193.38
56930	05/08/2014	7800	CERRITOS CITY	4,259.06	0.00	4,259.06
56931	05/08/2014	42754	CERRITOS FORD INC	80.95	0.00	80.95
56932	05/08/2014	43135	CERRITOS. CITY OF - WATER DIVISION	12,411.10	0.00	12,411.10
56933	05/08/2014	4175	TANG. KEVIN	400.00	0.00	400.00
56934	05/08/2014	45894	CINTAS CORPORATION	61.86	0.00	61.86
56935	05/08/2014	4580	CLARK. BRIAN & BLUNT. ELIZABETH &	875.00	0.00	875.00
56936	05/08/2014	64027	COLEMAN. TERILYN	400.00	0.00	400.00
56937	05/08/2014	4380	CAPITAL ONE NATIONAL ASSOCIATION	45.96	0.00	45.96
56938	05/08/2014	4597	CS LEGACY CONSTRUCTION INC	92,102.50	0.00	92,102.50
56939	05/08/2014	4361	CN SCHOOL AND OFFICE SOLUTIONS INC	370.21	0.00	370.21
56940	05/08/2014	4498	DELTA DENTAL INSURANCE COMPANY	1,572.05	0.00	1,572.05
56941	05/08/2014	56889	DELTA DENTAL OF CALIFORNIA	7,342.10	0.00	7,342.10
56942	05/08/2014	4595	DIAZ. JOSE M	75.00	0.00	75.00
56943	05/08/2014	51393	EMPLOYMENT DEVELOPMENT DEPT	14,054.00	0.00	14,054.00
56944	05/08/2014	65038	FED EX OFFICE & PRINT SVCS INC	237.95	0.00	237.95
56945	05/08/2014	3946	FERGUSON ENTERPRISES INC	10,271.56	0.00	10,271.56
56946	05/08/2014	66383	FLIETSTRA. DAVE	500.00	0.00	500.00
56947	05/08/2014	1047	FLIETSTRA. JONATHAN	300.00	0.00	300.00
56948	05/08/2014	4544	GADDIS. ALBERT	130.00	0.00	130.00
56949	05/08/2014	3188	GALLS LLC/OUARTERMMASTER LLC	161.82	0.00	161.82
56950	05/08/2014	34845	GLASBY MAINTENANCE SUPPLY CO	162.57	0.00	162.57
56951	05/08/2014	64215	GOLD COAST AWARDS INC	391.04	0.00	391.04
56952	05/08/2014	4608	GONZALES. GILBERTO AND	3,360.00	0.00	3,360.00
56953	05/08/2014	2760	GRAMLING. GARY	90.00	0.00	90.00
56954	05/08/2014	61769	GRAUTEN. EVELYN R.	13.00	0.00	13.00

**CITY OF LAKEWOOD  
SUMMARY CHECK REGISTER**

<b>CHECK #</b>	<b>CHECK DATE</b>	<b>VEND #</b>	<b>VENDOR NAME</b>	<b>GROSS</b>	<b>DISC.</b>	<b>CHECK AMOUNT</b>
56955	05/08/2014	3285	GREENO. KAREN	468.00	0.00	468.00
56956	05/08/2014	62491	HANDS ON MAILING &	325.00	0.00	325.00
56957	05/08/2014	50468	HANSEN. SUSIE	900.00	0.00	900.00
56958	05/08/2014	65575	HAP'S AUTO PARTS	66.24	0.00	66.24
56959	05/08/2014	35477	HARA M LAWNMOWER CENTER	1,891.15	0.00	1,891.15
56960	05/08/2014	65593	HASS. BARBARA	520.00	0.00	520.00
56961	05/08/2014	42031	HOME DEPOT	762.11	0.00	762.11
56962	05/08/2014	60043	SCHOEPF DANIEL A	856.60	0.00	856.60
56963	05/08/2014	4594	JSDT LLC	550.00	0.00	550.00
56964	05/08/2014	4594	JSDT LLC	400.00	0.00	400.00
56965	05/08/2014	36167	KARTER. JANET	75.00	0.00	75.00
56966	05/08/2014	50582	LAKEWOOD HIGH SCHOOL JR ROTC	200.00	0.00	200.00
56967	05/08/2014	53311	LAKEWOOD MEALS ON WHEELS	875.00	0.00	875.00
56968	05/08/2014	18400	LAKEWOOD. CITY WATER DEPT	33,123.22	0.00	33,123.22
56969	05/08/2014	4596	LAWSON. JAY	550.00	0.00	550.00
56970	05/08/2014	3491	TRUCK LIGHTHOUSE THE	52.87	0.97	51.90
56971	05/08/2014	3564	LONG BEACH . CITY OF. WATER DEPARTMENT	426.72	0.00	426.72
56972	05/08/2014	59705	LOPEZ. JORGE	245.05	0.00	245.05
56973	05/08/2014	20950	LOS ANGELES CO ASSESSOR	648.55	0.00	648.55
56974	05/08/2014	36844	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS	1,954.93	0.00	1,954.93
56975	05/08/2014	60839	MARKOPULOS. CYNTHIA	214.50	0.00	214.50
56976	05/08/2014	4402	MC KEE. RICH	700.00	0.00	700.00
56977	05/08/2014	4446	MIDAMERICA ADMIN & RETIREMENT SOLUTIONS	336.00	0.00	336.00
56978	05/08/2014	41831	MIEIR-KING. RICHARD	100.75	0.00	100.75
56979	05/08/2014	64333	MOSES-CALDERA. ISABEL	769.60	0.00	769.60
56980	05/08/2014	4188	MURRAY. KAREN	152.83	0.00	152.83
56981	05/08/2014	4443	O'REILLY AUTOMOTIVE STORES INC	483.20	9.70	473.50
56982	05/08/2014	47554	OFFICE DEPOT BUSINESS SVCS	240.76	0.00	240.76
56983	05/08/2014	46179	PAN. WILLIAM	187.17	0.00	187.17
56984	05/08/2014	63708	DY-JO CORPORATION	635.00	0.00	635.00
56985	05/08/2014	4569	URIAH BUELLER - ARCHITECTURAL METALS. INC.	11,985.00	0.00	11,985.00
56986	05/08/2014	50512	PATHWAYS VOLUNTEER HOSPICE	250.00	0.00	250.00
56987	05/08/2014	47288	PEP BOYS-MANNY MOE & JACK OF CALIFORNIA	64.28	0.00	64.28
56988	05/08/2014	41139	PETTY CASH/NICOLE DURAN	575.00	0.00	575.00
56989	05/08/2014	4321	POWERTECH ENGINES INC	73.66	0.00	73.66
56990	05/08/2014	15600	LONG BEACH PUBLISHING CO	876.90	0.00	876.90
56991	05/08/2014	64161	CRESCENT INC	2,834.00	0.00	2,834.00
56992	05/08/2014	4333	REYES. MICHELLE	300.00	0.00	300.00
56993	05/08/2014	66345	REYES. PHIL	2,400.00	0.00	2,400.00
56994	05/08/2014	926	RICOH AMERICAS CORPORATION	1,522.01	0.00	1,522.01
56995	05/08/2014	47285	ROTARY CORP	233.62	0.00	233.62
56996	05/08/2014	56359	S Y NURSERY	363.62	0.00	363.62
56997	05/08/2014	65297	S.T.E.A.M.	20,120.16	0.00	20,120.16
56998	05/08/2014	1841	SAFETY DRIVER'S ED. LLC	71.50	0.00	71.50

**CITY OF LAKEWOOD  
SUMMARY CHECK REGISTER**

<b>CHECK #</b>	<b>CHECK DATE</b>	<b>VEND #</b>	<b>VENDOR NAME</b>	<b>GROSS</b>	<b>DISC.</b>	<b>CHECK AMOUNT</b>
56999	05/08/2014	56957	SALCO GROWERS INC	71.94	0.00	71.94
57000	05/08/2014	2089	SANTANA. EDGAR I	150.00	0.00	150.00
57001	05/08/2014	39268	SHARRARD. RICHARD	140.00	0.00	140.00
57002	05/08/2014	4468	SHERRARD. DONNA HOUSTON	107.25	0.00	107.25
57003	05/08/2014	64790	SKOLNIK STEVEN N	240.00	0.00	240.00
57004	05/08/2014	52279	SMART & FINAL INC	35.01	0.00	35.01
57005	05/08/2014	886	HAUSER JOHN	900.00	0.00	900.00
57006	05/08/2014	26900	SO CALIF SECURITY CENTERS INC	123.55	0.00	123.55
57007	05/08/2014	4357	SONSRAY MACHINERY LLC	73.56	0.00	73.56
57008	05/08/2014	61543	COMPUTER & PERIPHERALS GROUP	86.47	0.00	86.47
57009	05/08/2014	29400	SOUTHERN CALIFORNIA EDISON CO	1,141.09	0.00	1,141.09
57010	05/08/2014	39218	SOUTHWELL. SONIA	736.49	0.00	736.49
57011	05/08/2014	29800	SPARKLETTS	51.14	0.00	51.14
57012	05/08/2014	49529	SPICERS PAPER INC	693.74	6.36	687.38
57013	05/08/2014	37930	STANDARD INSURANCE CO UNIT 22	9,058.88	0.00	9,058.88
57014	05/08/2014	4400	STEIN. BETH	900.00	0.00	900.00
57015	05/08/2014	52610	SWANK MOTION PICTURES INC	324.00	0.00	324.00
57016	05/08/2014	4036	TAGO. LARRY	350.00	0.00	350.00
57017	05/08/2014	2732	TANNEN. MITCH	530.40	0.00	530.40
57018	05/08/2014	38679	WESTERN EXTERMINATOR COMPANY	917.72	0.00	917.72
57019	05/08/2014	2372	TGIS CATERING SVCS INC	131.45	0.00	131.45
57020	05/08/2014	4364	THE RINKS-LAKEWOOD ICE	266.50	0.00	266.50
57021	05/08/2014	60685	TURF STAR	54.24	0.00	54.24
57022	05/08/2014	57989	U S BANK	2,750.00	0.00	2,750.00
57023	05/08/2014	35089	UNDERGROUND SERVICE ALERT	135.00	0.00	135.00
57024	05/08/2014	519	UNIVAR USA	880.19	0.00	880.19
57025	05/08/2014	1436	USA MOBILITY WIRELESS INC	6.77	0.00	6.77
57026	05/08/2014	1682	VELOCITY AIR ENGINEERING INC	6,174.10	0.00	6,174.10
57027	05/08/2014	60430	VERIZON CALIFORNIA INC	1,764.34	0.00	1,764.34
57028	05/08/2014	57135	VISION SERVICE PLAN	4,400.12	0.00	4,400.12
57029	05/08/2014	46659	VOX PRINTING INC	856.16	0.00	856.16
57030	05/08/2014	17640	WAXIE ENTERPRISES INC	226.61	0.00	226.61
57031	05/08/2014	36166	WEGENER. KATHY	1,489.80	0.00	1,489.80
57032	05/08/2014	62628	WELLS C. PIPELINE MATERIALS	654.00	0.00	654.00
57033	05/08/2014	4183	WINZER CORPORATION	205.01	0.00	205.01
57034	05/08/2014	50059	WOMEN IN LEISURE SERVICES	25.00	0.00	25.00
57035	05/08/2014	3699	MOORE. MARVENA	80.00	0.00	80.00
57036	05/08/2014	3699	MOJICA. ABIGAIL	250.00	0.00	250.00
57037	05/08/2014	3699	BARBER. TASHINA	250.00	0.00	250.00
57038	05/08/2014	3699	DELGADO. ERIC	490.00	0.00	490.00
57039	05/08/2014	3699	GALBRAITH. ROSEMARIE	250.00	0.00	250.00
57040	05/08/2014	3699	GALLARDO. EMELITA	170.00	0.00	170.00
57041	05/08/2014	3699	GALVEZ. EVANGELINE	250.00	0.00	250.00
57042	05/08/2014	3699	GARCIA. ANTOINETTE	46.00	0.00	46.00

**CITY OF LAKEWOOD  
SUMMARY CHECK REGISTER**

<b>CHECK #</b>	<b>CHECK DATE</b>	<b>VEND #</b>	<b>VENDOR NAME</b>	<b>GROSS</b>	<b>DISC.</b>	<b>CHECK AMOUNT</b>
57043	05/08/2014	3699	GREENE. MICHELLE	250.00	0.00	250.00
57044	05/08/2014	3699	HABACON. VANESSA	250.00	0.00	250.00
57045	05/08/2014	3699	JOHNSON. MARCELLA	250.00	0.00	250.00
57046	05/08/2014	3699	LONGORIA. LUCAS	65.88	0.00	65.88
57047	05/08/2014	3699	LOVE. REGINA	250.00	0.00	250.00
57048	05/08/2014	3699	LUCAS. MELISSA	24.00	0.00	24.00
57049	05/08/2014	3699	MC CAMBRIDGE. ANNE	23.00	0.00	23.00
57050	05/08/2014	3699	PAI. DUSKY	11.34	0.00	11.34
57051	05/08/2014	3699	PASCUAL. MELISSA	250.00	0.00	250.00
57052	05/08/2014	3699	PERRYMAN. BLANCHE	250.00	0.00	250.00
57053	05/08/2014	3699	PHORNG. PHARY	250.00	0.00	250.00
57054	05/08/2014	3699	PULIDO. CYNTHIA	250.00	0.00	250.00
57055	05/08/2014	3699	REED. STEPHEN	250.00	0.00	250.00
57056	05/08/2014	3699	REYES. PRIMITIVA	250.00	0.00	250.00
57057	05/08/2014	3699	ROBERSON. SANDRA	250.00	0.00	250.00
57058	05/08/2014	3699	ROBLES. CAROL	250.00	0.00	250.00
57059	05/08/2014	3699	ROOFWORKS BY MUSICK	163.50	0.00	163.50
57060	05/08/2014	3699	SAMORANO. RAYMOND	250.00	0.00	250.00
57061	05/08/2014	3699	VERSLUYS. LINDA	56.00	0.00	56.00
<b>Totals:</b>				<u>296,922.17</u>	<u>17.03</u>	<u>296,905.14</u>

**CITY OF LAKEWOOD ePAYABLES  
FUND SUMMARY 05/08/14**

In accordance with section 2521 of the Lakewood Municipal Code there is presented herewith a summary of obligations to be paid by ePayable 8754 through 8755. Each of the following demands has been audited by the Director of Administrative Services and approved by the City Manager

1010	GENERAL FUND	13,229.52
7500	WATER UTILITY FUND	7,708.39
		<b>20,937.91</b>

Council Approval

\_\_\_\_\_

Date

\_\_\_\_\_

City Manager

Attest

\_\_\_\_\_

City Clerk

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Director of Administrative Services

CITY OF LAKEWOOD  
SUMMARY ePAYABLES REGISTER

<u>ePAYABLE #</u>	<u>CHECK DATE</u>	<u>VEND #</u>	<u>VENDOR NAME</u>	<u>GROSS</u>	<u>DISC.</u>	<u>CHECK AMOUNT</u>
8754	05/08/2014	2279	AMERICAN PACIFIC PRINTERS COLLEGE	13,753.63	0.00	13,753.63
8755	05/08/2014	61282	TRUGREEN LANDCARE	7,184.28	0.00	7,184.28
<b>Totals:</b>				<u>20,937.91</u>	<u>0.00</u>	<u>20,937.91</u>

**CITY OF LAKEWOOD  
FUND SUMMARY 5/15/2014**

In accordance with section 2521 of the Lakewood Municipal Code there is presented herewith a summary of obligations to be paid by voucher 57062 through 57156. Each of the following demands has been audited by the Director of Administrative Services and approved by the City Manager.

1010	GENERAL FUND	223,539.45
1020	CABLE TV	523.79
1030	CDBG CURRENT YEAR	883.75
1050	COMMUNITY FACILITY	18,929.25
1710	PROPOSITION "A" RECREATION	959.00
3060	PROPOSITION "A"	300.00
3070	PROPOSITION "C"	367.24
5020	CENTRAL STORES	3,635.98
5030	FLEET MAINTENANCE	3,187.58
7500	WATER UTILITY FUND	239,273.57
		<hr/>
		<b>491,599.61</b>

Council Approval

\_\_\_\_\_

Date

\_\_\_\_\_

City Manager

Attest

\_\_\_\_\_

City Clerk

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Director of Administrative Services

**CITY OF LAKEWOOD  
SUMMARY CHECK REGISTER**

<b>CHECK #</b>	<b>CHECK DATE</b>	<b>VEND #</b>	<b>VENDOR NAME</b>	<b>GROSS</b>	<b>DISC.</b>	<b>CHECK AMOUNT</b>
57062	05/15/2014	4260	SBC GLOBAL SERVICES INC	189.13	0.00	189.13
57063	05/15/2014	4466	ABM SERVICES INC	8,762.00	0.00	8,762.00
57064	05/15/2014	1000	ADVANCED ELECTRONICS INC	499.91	0.00	499.91
57065	05/15/2014	48210	AIRFLITE INC	4,812.40	0.00	4,812.40
57066	05/15/2014	60819	AIRGAS SAFETY	124.04	0.00	124.04
57067	05/15/2014	3876	ALCANTAR. GILBERT	75.00	0.00	75.00
57068	05/15/2014	66012	BARTKUS. KRISTIN	1,924.00	0.00	1,924.00
57069	05/15/2014	4800	BISHOP COMPANY	55.38	0.00	55.38
57070	05/15/2014	1935	BREA. CITY OF	36,426.10	0.00	36,426.10
57071	05/15/2014	53835	C.P.R.S. DIST X	65.00	0.00	65.00
57072	05/15/2014	307	CALIF. STATE DISBURSEMENT UNIT	442.60	0.00	442.60
57073	05/15/2014	53983	CALIFORNIA ST OF -FRANCHISE TAX BOARD	200.00	0.00	200.00
57074	05/15/2014	4270	CARROLL MEGAN J	1,137.50	0.00	1,137.50
57075	05/15/2014	7300	CARSON SUPPLY CO	668.07	0.00	668.07
57076	05/15/2014	42754	CERRITOS FORD INC	108.39	0.00	108.39
57077	05/15/2014	45894	CINTAS CORPORATION	52.41	0.00	52.41
57078	05/15/2014	53451	COMMUNITY FAMILY GUIDANCE CTR	750.00	0.00	750.00
57079	05/15/2014	4263	CORCORAN. JAMES	1,267.50	0.00	1,267.50
57080	05/15/2014	4348	D&J INTERNATIONAL INC	1,335.25	0.00	1,335.25
57081	05/15/2014	4442	DANIEL'S TIRE SERVICE INC	163.14	0.00	163.14
57082	05/15/2014	57602	DATA OUICK INFORMATION SYSTEMS INC	267.50	0.00	267.50
57083	05/15/2014	4524	DEKRA-LITE INDUSTRIES INC	17,486.06	0.00	17,486.06
57084	05/15/2014	53283	EBERHARD EQUIPMENT	33.48	0.00	33.48
57085	05/15/2014	53706	F & A FEDERAL CREDIT UNION	8,883.50	0.00	8,883.50
57086	05/15/2014	52316	FEDERAL EXPRESS CORP	201.03	0.00	201.03
57087	05/15/2014	3946	FERGUSON ENTERPRISES INC	1,141.28	0.00	1,141.28
57088	05/15/2014	876	INTERNATIONAL PROMOTIONS INC	5,125.00	0.00	5,125.00
57089	05/15/2014	61688	FULL COMPASS SYSTEMS LTD	235.59	0.00	235.59
57090	05/15/2014	33150	GRAINGER W W INC	37.52	0.00	37.52
57091	05/15/2014	61769	GRAUTEN. EVELYN R	351.00	0.00	351.00
57092	05/15/2014	62491	HANDS ON MAILING &	480.30	0.00	480.30
57093	05/15/2014	35477	HARA M LAWNMOWER CENTER	173.58	0.00	173.58
57094	05/15/2014	49554	HAWK. TRUDY (FAHTIEM)	171.60	0.00	171.60
57095	05/15/2014	34354	HI-WAY SAFETY RENTALS INC	57.94	0.00	57.94
57096	05/15/2014	49520	HINDERLITER DE LLAMAS & ASSOC	2,223.66	0.00	2,223.66
57097	05/15/2014	42031	HOME DEPOT	2,206.04	0.00	2,206.04
57098	05/15/2014	41897	HOSE-MAN THE	125.54	0.00	125.54
57099	05/15/2014	4149	INFOSEND INC	8,267.86	0.00	8,267.86
57100	05/15/2014	59605	J L WINGERT COMPANY	492.48	0.00	492.48
57101	05/15/2014	55469	LAKEWOOD CITY EMPLOYEE ASSOCIATION	2,080.00	0.00	2,080.00
57102	05/15/2014	40124	GREATER LAKEWOOD CHAMBER OF COMMERCE	370.00	0.00	370.00
57103	05/15/2014	18400	LAKEWOOD. CITY WATER DEPT	22,707.00	0.00	22,707.00
57104	05/15/2014	280	LITZINGER. LISA	101.86	0.00	101.86
57105	05/15/2014	36844	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS	4,158.82	0.00	4,158.82

**CITY OF LAKEWOOD  
SUMMARY CHECK REGISTER**

<b>CHECK #</b>	<b>CHECK DATE</b>	<b>VEND #</b>	<b>VENDOR NAME</b>	<b>GROSS</b>	<b>DISC.</b>	<b>CHECK AMOUNT</b>
57106	05/15/2014	59113	MACRO AUTOMATICS	7,613.33	0.00	7,613.33
57107	05/15/2014	4482	MALTY INTERNATIONAL GROUP INC	112.78	0.00	112.78
57108	05/15/2014	65773	MAYFLOWER DISTRIBUTING COMPANY	243.47	0.00	243.47
57109	05/15/2014	23130	MC MASTER-CARR SUPPLY CO	176.31	3.53	172.78
57110	05/15/2014	41831	MIEIR-KING. RICHARD	989.95	0.00	989.95
57111	05/15/2014	52588	MILLER DON & SONS	19.21	0.00	19.21
57112	05/15/2014	45154	MOORE IACOFANO GOLTSMAN INC.	1,383.36	0.00	1,383.36
57113	05/15/2014	4112	J & R FILM COMPANY INC	647.89	0.00	647.89
57114	05/15/2014	61672	MUSCULAR DYSTROPHY ASSOC INC	20.00	0.00	20.00
57115	05/15/2014	4443	O'REILLY AUTOMOTIVE STORES INC	475.06	8.72	466.34
57116	05/15/2014	47554	OFFICE DEPOT BUSINESS SVCS	633.68	0.00	633.68
57117	05/15/2014	3888	RP AUTOMOTIVE UAG CERRITOS 1 LLC	368.97	0.00	368.97
57118	05/15/2014	51171	PERS LONG TERM CARE PROGRAM	266.84	0.00	266.84
57119	05/15/2014	4494	PIERSON. JEREMY L.	218.40	0.00	218.40
57120	05/15/2014	15600	LONG BEACH PUBLISHING CO	432.15	0.00	432.15
57121	05/15/2014	4333	REYES. MICHELLE	107.25	0.00	107.25
57122	05/15/2014	66280	BARRY SANDLER ENTERPRISES	176.26	0.00	176.26
57123	05/15/2014	3153	SECTRAN SECURITY INC	116.60	0.00	116.60
57124	05/15/2014	52279	SMART & FINAL INC	254.64	0.00	254.64
57125	05/15/2014	26900	SO CALIF SECURITY CENTERS INC	429.64	0.00	429.64
57126	05/15/2014	36658	SOUTH COAST A.O.M.D.	713.64	0.00	713.64
57127	05/15/2014	29400	SOUTHERN CALIFORNIA EDISON CO	47,044.19	0.00	47,044.19
57128	05/15/2014	977	STEVEN ENTERPRISES	288.52	0.00	288.52
57129	05/15/2014	57912	SURI. KAREN	100.10	0.00	100.10
57130	05/15/2014	59212	TETRA TECH INC	2,994.15	0.00	2,994.15
57131	05/15/2014	4583	TEXAS INDUSTRIAL REMCOR	51.62	0.00	51.62
57132	05/15/2014	2372	TGIS CATERING SVCS INC	2,799.12	0.00	2,799.12
57133	05/15/2014	66245	TYLER TECHNOLOGIES MUNIS DIVISION	525.00	0.00	525.00
57134	05/15/2014	4216	U.S. DEPARTMENT OF HUD	125.00	0.00	125.00
57135	05/15/2014	53760	UNITED WAY OF GREATER LOS ANGELE	150.00	0.00	150.00
57136	05/15/2014	4336	VILLA-REAL. WILHELMINA C	338.00	0.00	338.00
57137	05/15/2014	4336	VILLA-REAL. WILHELMINA C	5.00	0.00	5.00
57138	05/15/2014	7400	WATER REPLENISHMENT DISTRICT OF	215,118.24	0.00	215,118.24
57139	05/15/2014	17640	WAXIE ENTERPRISES INC	1,432.69	0.00	1,432.69
57140	05/15/2014	36166	WEGENER. KATHY	48.75	0.00	48.75
57141	05/15/2014	40925	WEST COAST ARBORISTS INC	66,689.00	0.00	66,689.00
57142	05/15/2014	37745	WESTERN EXTERMINATOR CO	45.50	0.00	45.50
57143	05/15/2014	50059	WOMEN IN LEISURE SERVICES	200.00	0.00	200.00
57144	05/15/2014	2145	WYNN. LAKYN	39.00	0.00	39.00
57145	05/15/2014	49425	ACURITY SPECIALTY PRODUCTS INC	155.21	0.00	155.21
57146	05/15/2014	3699	CASTOR. R N & L T	20.28	0.00	20.28
57147	05/15/2014	3699	RYAN. RUBY	33.33	0.00	33.33
57148	05/15/2014	3699	EHRlich. DAVE J	146.14	0.00	146.14
57149	05/15/2014	3699	KIRKENDALL. CHRISTY	215.00	0.00	215.00

**CITY OF LAKEWOOD  
SUMMARY CHECK REGISTER**

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57150	05/15/2014	3699	LAKEWOOD HS DANCE	250.00	0.00	250.00
57151	05/15/2014	3699	LAKEWOOD HS WRESTLING	250.00	0.00	250.00
57152	05/15/2014	3699	MARQUEZ. MANDI	47.00	0.00	47.00
57153	05/15/2014	3699	SEEL. BRYAN	80.00	0.00	80.00
57154	05/15/2014	3699	WALTON. MARY KAY	250.00	0.00	250.00
57155	05/15/2014	3699	GROSSAINT. B M	110.13	0.00	110.13
57156	05/15/2014	59486	HERMAN. LINDA	225.00	0.00	225.00
<b>Totals:</b>				<u>491,611.86</u>	<u>12.25</u>	<u>491,599.61</u>

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

**SUBJECT:** Community Safety Commission Recommendation – Disabled Person Parking

## **INTRODUCTION**

The Community Safety Commission met on May 5, 2014, to consider various community safety matters that included the consideration of requests for disabled person parking at 20907 Alburdis Avenue.

## **STATEMENT OF FACT**

A request was received from the resident of 20907 Alburdis Avenue stating she drives, can no longer maneuver into a vehicle parked on the driveway and accessing a vehicle parked on the street is easier. She has received some cooperation, but a few neighbors continue to park in front of her property.

Staff verified the placard for this address. A site visit revealed that this property does not have a garage, has fencing on both sides of the narrow driveway, and a wide driveway apron reduces curb parking. In 2012, this resident requested disabled person parking, but the request was withdrawn when neighbors began to cooperate. This location was monitored for several weeks to find that vehicles parked on the street appeared to belong to residents of the neighborhood and some parking was available each time staff visited the site.

## **RECOMMENDATION**

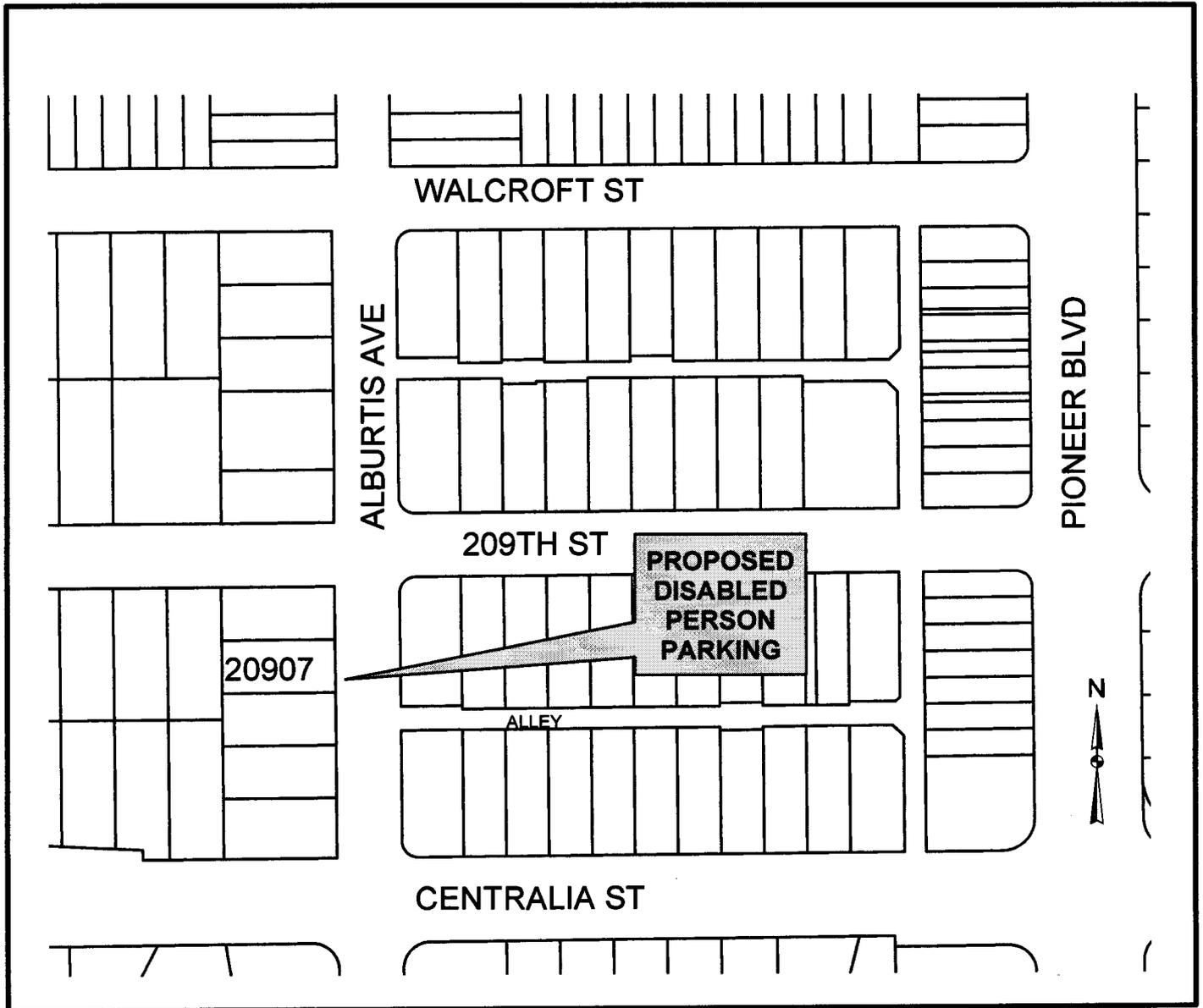
The Community Safety Commission recommends that the City Council adopts the attached resolution authorizing installation of disabled person designated parking at 20907 Alburdis Avenue.

Lisa Ann Rapp *LAR*  
Director of Public Works

Howard L. Chambers *by HLC*  
City Manager

# COMMUNITY SAFETY COMMISSION

MAY 5, 2014



**DISABLED PERSON PARKING REQUEST**  
**20907 ALBURDIS AVENUE**  
**TELOG NO. 2014-61**

RESOLUTION NO. 2014-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
LAKEWOOD ESTABLISHING DISABLED PERSON  
DESIGNATED PARKING ON THE WEST SIDE OF  
ALBURTIS AVENUE WITHIN THE CITY OF LAKEWOOD

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

SECTION 1. This Resolution is enacted pursuant to Section 21458 and 22507 of the Vehicle Code of the State of California, and Section 3250.2 of the Lakewood Municipal Code.

SECTION 2. Disabled person designated parking is hereby established on the west side of Alburdis Avenue, beginning seventy (70) feet south of the southerly curb line of 209<sup>th</sup> Street continuing southerly for a distance of twenty (20) feet within the City of Lakewood. No vehicle shall stop, stand or park in said parking restriction unless displaying a special identification license plate or placard issued by the Department of Motor Vehicles pursuant to Section 22511.55 of the California Vehicle Code.

SECTION 3. This resolution shall be effective as long as said restriction is painted and posted in accordance with the requirements of Vehicle Code Section 22511.7 of the California Vehicle Code. In addition, this resolution shall be in effect only as long as a physically disabled person, occupies the house at 20907 Alburdis Avenue.

SECTION 4. This resolution has been adopted pursuant to a Community Safety Commission recommendation.

ADOPTED AND APPROVED THIS 27TH DAY OF MAY, 2014.

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Mayor

ATTEST:

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City Clerk

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**COUNCIL AGENDA**  
May 27, 2014

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

**SUBJECT:** Southeast Los Angeles County Workforce Investment Board (SELACO WIB)

**INTRODUCTION**

The City of Lakewood has two private sector representatives serving on the Workforce Investment Board of Southeast Los Angeles County. The Workforce Investment Board (WIB) members' terms are fixed and staggered and each year on June 30<sup>th</sup> one member's term expires.

**STATEMENT OF FACTS**

Linda Quarto has been the Lakewood Business Representative serving on the Workforce Investment Board since August of 2012. As required under the WIB Policy Board Agreement, the selected representative must be approved by the City Council.

Ms. Quarto is the owner/manager of Foggia Italian Market & Deli. She is an energetic and enthusiastic individual who has been active in the community and in the business sector. She is a valuable asset on the SELACO WIB.

**RECOMMENDATION**

It is recommended that the City Council approve the reappointment of Linda Quarto to the Southeast Los Angeles County Workforce Investment Board of Directors.

Lisa G. Novotny *by* PTB  
Assistant City Manager

Howard L. Chambers *by* *cfj*  
City Manager

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## COUNCIL AGENDA

May 27, 2014

**TO:** Honorable Mayor and City Council

**SUBJECT:** Memorandum of Understanding for Administration and Cost Sharing for a Coordinated Compliance Monitoring and Reporting Plan for the Dominguez Channel and Los Angeles and Long Beach Harbors

### BACKGROUND

On May 5, 2011, the California Regional Water Quality Control Board adopted a Total Maximum Daily Load (TMDL) for the Dominguez Channel and Los Angeles and Long Beach Harbors for metals and toxic pollutants. The City of Lakewood is identified in the TMDL as a responsible party. This TMDL requires the development and subsequent implementation of a monitoring plan. The cities and agencies tributary to the Los Angeles and Long Beach Harbors (Greater Harbor) have worked together with the Gateway Water Management Authority (GWMA) to develop this Memorandum of Understanding (MOU) to share the cost of the implementation plan. The GWMA will act solely as a fiduciary agent for this agreement.

### STATEMENT OF FACT

This TMDL, covering in part the Greater Los Angeles and Long Beach Harbors, became effective upon approval of the US EPA, which occurred on March 23, 2012. Subsequently, this TMDL has been incorporated into the Municipal Separate Storm Sewer System (MS4) Permit and is enforceable through the federal Clean Water Act. TMDL establishes Load Allocations and Waste Load Allocations (which are effectively numerical discharge limits) for a wide variety of pollutants including metals such as copper, lead, zinc and other organic compounds such as DDT and PCB generally referred to as "toxics." Agencies impacted by this TMDL are divided into three groups based on geographical drainage areas:

- 1) Those cities draining to the Dominguez Channel,
- 2) Those agencies with areas draining directly into the greater harbor which includes the Los Cerritos Channel watershed, Palos Verdes Peninsula watershed and Los Angeles River Estuary, and;
- 3) Those agencies draining to the Los Angeles and San Gabriel Rivers.

TMDL monitoring requirements differ for each of the above groups. For agencies with jurisdictional areas tributary to the Dominguez Channel, monitoring is being addressed through the development of a Watershed Coordinated Integrated Monitoring Programs (CIMP). Similarly, TMDL requirements for agency areas tributary to the Los Angeles and San Gabriel Rivers are being addressed through the development of a Watershed CIMP. Those agencies identified by the TMDL as draining directly to the greater harbor, which includes Lakewood are required to develop and implement a monitoring plan that includes: sediment testing, water column testing and analysis of fish tissues.

Representatives of the agencies subject to the greater harbor provisions of this TMDL have been working together in an effort to reduce the cost of individual agencies working independently. This group is referred to as the Regional Monitoring Coalition or RMC and has developed the "Coordinated Compliance Monitoring and Reporting Plan" which has been submitted to the

“Coordinated Compliance Monitoring and Reporting Plan” which has been submitted to the Regional Board. This monitoring plan calls for the collection of wet and dry weather water samples at 22 locations annually; sediment samples collected every 2 to 3 years at the same 22 locations and fish tissue samples from within four waterbodies within the Greater Harbors collected biennially.

A 5-year cost estimate and a cost sharing scenario is shown in Tables 1 and 2 of Exhibit A. This cost estimate is similar to other TMDL and watershed cost sharing agreements in the Los Angeles County area. Participants are assessed a share based on agency jurisdictional area of 70 percent of the overall costs. This includes the water-surface areas of both the Port of Los Angeles and Port of Long Beach. The remaining 30 percent of the cost is shared equally by agencies. The Flood Control District of Los Angeles County is contributing a flat 10 percent of the cost. The City of Los Angeles and the Port of Los Angeles are shown in Exhibit A paying as one entity, but are being assessed as two separate agencies.

There are an estimated 30 to 40 industrial sites with individual NPDES permits within the Greater Harbor area and as their permits are being renewed, these businesses are likely to be subject to the same monitoring requirements. Provisions have been made within the MOU to allow the participating agencies to assess a charge equal to the agencies initial baseline assessment of \$12,300 annually to these industries should they wish to use the monitoring results to meet their individual permit requirements which would proportionally reduce each city and agencies’ ultimate cost. It is unknown how many or when these industrial permittees will ultimately elect to join, therefore no reduction in cost is shown in Exhibit A.

Both the Port of Los Angeles and the Port of Long Beach are subject to many additional monitoring requirements, one of which is the “Southern California Bight” monitoring project. This is a cyclical monitoring program which includes the use of off-shore water and sediment sampling equipment similar to that of the TMDL monitoring program. The Regional Board has indicated that applicable sampling results from the Bight project can be applied to this Monitoring Plan and projected cost savings are included within the estimated costs. Recognizing the need to begin the monitoring plan development and implementation in a timely manner, the Ports of Los Angeles and Long Beach have already contributed a significant portion of their TMDL monitoring share (\$219,000 each) directly to their existing monitoring consultants (previously selected via the Port’s RFP process). The remaining tasks will be funded through this MOU.

The GWMA has agreed to act as the fiduciary agent for the TMDL monitoring project. The GWMA has experience with similar projects such as the Lower Los Angeles and Lower San Gabriel River and Los Cerritos Channel Watershed Management Programs.

#### Key Elements of the MOU:

- Obligates agencies to pay an annual fee.
- A city or agency can withdraw from the agreement upon 30 day notice. Remaining participating parties would be responsible for making up the addition costs;
- Requires that a representative from each participating agency be named and authorized to speak on decisions made by the group;

- Establishes the GWMA as the entity to contract with consultants chosen by the RMC group and process payments for consultants;
- Outlines a process for annual budget adoption;
- Outlines a process for invoicing and payments by participating agencies;

### **ALTERNATIVES**

The city can appeal to the Regional Board that it has been inappropriately classified as discharging to the greater harbors. If the City can persuade the Regional Board, and if the Regional Board approves changes to its Basin Plan, the city would then not be subject to this monitoring requirement. This alternative would be lengthy and not be resolved until well after the deadline to commence monitoring. This argument, in various versions, has previously been made by other cities to the regulatory agencies to no avail.

The City could conduct the monitoring independently or with adjacent agencies, however the city would need to procure sample boat and crews to collect the necessary samples. This has been investigated and found the cost of an independent monitoring program would, at best, not result in a significant cost reduction.

### **FISCAL IMPACT**

The preparation and implementation of the coordinated compliance monitoring and reporting plan will be a multi-agency effort. Participating agencies are assessed costs based on the cost sharing formulas, as detailed in the Memorandum of Understanding (MOU). The total cost for the 5-year program will be \$2.2 million. The actual cost of sample collection and analysis varies from year to year due to the differences in the water, sediment and fish tissue sampling schedules (or changes in the monitoring plan ordered by the Regional Board), but at the request of the responsible parties, the costs have been averaged over a five year period. The city's annual average costs will be \$39,610, the total 5-year cost to the city will be \$198,050. The first invoice is anticipated to be sent to the City in June 2014 by the GWMA. Subsequent invoices will be sent in January of each year starting in 2015.

### **RECOMMENDATION**

Staff recommends that City Council:

1. Approve the MOU with the Gateway Water Management Authority for administration and cost sharing for the coordinated compliance monitoring and reporting plan for the Dominguez Channel and Los Angeles and Long Beach Harbors, in a form approved by the City Attorney.
2. Appropriate \$39,610 from the general fund for the cost of the project.

Lisa Ann Rapp *LAR*  
Director of Public Works

Howard L. Chambers *kyj*  
City Manager

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**TO:** Honorable Mayor and City Council

**SUBJECT:** Golden State Water Company Request to Change Operational Settings on Emergency Interconnection

**INTRODUCTION**

In March 1999 the Lakewood City Council entered into an agreement with Golden State Water Company (GSWC), formerly Southern California Water Company, for the construction and maintenance of an emergency interconnection between the two systems. Since its installation the interconnection has been available to provide water during emergency situations. On several occasions, such as treatment plant failure and power supply problems, the connection has been used to bolster water supply and maintain pressure to Lakewood residents east of the San Gabriel River.

In November 2013 the Lakewood City Council approved a request by Golden State Water Company to use the connection for non-emergency purposes for a limited time period during the construction of a new water well. Since this situation cannot be considered an emergency it does not fall within our existing agreement. The GSWC has requested an extension to the initial request for the temporary change in the operating parameters for the interconnection to maintain water reliability.

**STATEMENT OF FACT**

GSWC began drilling a new water production well to service the communities of Lakewood, Artesia and Hawaiian Gardens, but has not completed the project. The location of the proposed well is adjacent to an existing well. Due to the close proximity to the drilling, GSWC cannot operate the nearby well during the drilling phase of the project. GSWC expects to meet normal demand with the remaining five water production wells in the system; however any malfunction or high water use would stress the system beyond its pumping capabilities.

GSWC requests to maintain the operational change to the emergency interconnection to active if the pressure in the GSWC system drops below 45 psi instead of the setting for emergency operations of 30 psi until project completion. The setting allows the emergency interconnection to operate with less of a drop in GSWC's system pressure during instances where demand is higher than normal or operational issues with the utility's wells. Any water used for this purpose will be charged to GSWC at the Central Basin Municipal Water District's Tier 1 rate for imported water from Metropolitan Water District of Southern California, currently \$1,038 per acre foot.

**SUMMARY**

The agreement regarding the operation of the emergency interconnections between Lakewood and GSWC does not cover use of the interconnection for non-emergency situations; therefore City Council approval is required. GSWC requests this operational change for during the drilling of a new water well.

**RECOMMENDATION**

Staff recommends approval to change operational setting on the interconnection between the City and Golden State Water Company for the duration of the water purveyor's capital project as outlined in this report to insure water reliability to the Lakewood residents and businesses east of the San Gabriel River.

James B. Glancy   
Director of Water Resources

Howard L. Chambers   
City Manager

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

**SUBJECT:** Del Valle Park Memorial Plaza - Architectural Design Services

**INTRODUCTION**

A project has been developed to improve the Memorial Plaza by refurbishing the existing plane and incorporating paving that would simulate an aircraft carrier. Other improvements would include monuments, benches, dual flag poles and specialty up lighting. Design and construction drawings must be created to allow for bidding and construction.

**STATEMENT OF FACT**

The consulting architectural firm of Meyer & Associates has an agreement with the City of Lakewood to assist with various architectural design services and has submitted a proposal to provide design services for improvements to the Del Valle Park Memorial Plaza. The design includes, paving improvements, new stand alone monuments, benches, dual flag poles and specialty up lighting for the plane. Refurbishment of the plane itself will be addressed in a separate proposal once the scope of the refurbishment is more fully developed. Meyer & Associates submitted a proposal to complete the design work for a fee of \$22,795.

**RECOMMENDATION**

Staff recommends that the City Council approve Meyer & Associates proposal to provide design services for the Del Valle Memorial Plaza Project, under their existing Agreement for Architectural Services, in an amount not to exceed \$22,795.

Lisa Ann Rapp *LAR*  
Director of Public Works

Howard L. Chambers *by HLC*  
City Manager

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**COUNCIL AGENDA**  
May 27, 2014

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

**SUBJECT:** Approval of Maintenance Agreement with Merchants Building Maintenance for Custodial Services

**INTRODUCTION**

The City of Lakewood recently sought bids for custodial services for its facilities. Staff chose Merchants Building Maintenance as the lowest responsible bid. Upon council approval, the new one-year and one-month service agreement will commence June 1, 2014.

**STATEMENT OF FACT**

City of Lakewood staff has agreed to terms with Merchants Building Maintenance for custodial services for City Hall, Burns Community Center, Weingart Senior Center, Palms Park, Mayfair Park, Monte Verde Park, Youth Center, Water Yard, The Centre at Sycamore Plaza, and Lakewood Mall Safety Center.

Staff wishes to formalize the contract agreement for FY 2014-15 for a monthly charge of \$12,869. The City Attorney has approved the agreement as to form.

**SUMMARY**

The City of Lakewood proposes custodial maintenance service agreement be executed with Merchants Building Maintenance for specified city facilities for June 1, 2014 to June 30, 2019.

**RECOMMENDATION**

Staff recommends that the City Council:

- 1) Approve the agreement between the City of Lakewood and Merchants Building Maintenance for five years and one-month of building maintenance of city facilities.
- 2) Authorize the Mayor and City Clerk to sign the agreement for custodial services at a monthly rate of \$12,869.

Lisa Litzinger, Director  
Recreation & Community Services



Howard L. Chambers  
City Manager



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# Public Hearings

**COUNCIL AGENDA**  
May 27, 2014

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

**SUBJECT:** Ordinance Granting a Franchise – Crimson California Pipeline

**INTRODUCTION**

Crimson California Pipeline, L.P., a California limited partnership, has applied for a franchise to operate and maintain certain pipelines incident to the oil industry pursuant to Sections 6001.5 through 6302 of the Public Utilities Code.

**STATEMENT OF FACT**

The City Council adopted a Resolution at its April 22, 2014 meeting, which was a notice of intention to grant a franchise to Crimson California Pipeline, L.P. and introduced Ordinance Number 2014-5 and set a Public Hearing for May 27, 2014.

Proposed City Ordinance 2014-5 sets forth the terms and conditions to grant a franchise to Crimson California Pipeline, L.P. for a term of 20 years to operate and maintain certain pipelines incident to the oil industry.

**RECOMMENDATION**

That the City Council conduct a Public Hearing and adopt Ordinance 2014-5 which grants Crimson California Pipeline, L.P. a franchise for a term of 20 years to operate and maintain certain pipelines incident to the oil industry within the City of Lakewood.

Lisa Ann Rapp *LAR*  
Director of Public Works

Howard L. Chambers *by Ljj*  
City Manager

ORDINANCE NO. 2014-5

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
LAKEWOOD GRANTING A FRANCHISE TO CONSTRUCT AND  
USE AN OIL PIPELINE TO CRIMSON CALIFORNIA PIPELINE, L.P.

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

**SECTION 1. NATURE OF FRANCHISE.** The City of Lakewood (hereinafter referred to as "City") hereby grants a non-exclusive Franchise to Crimson California Pipeline, L.P., a California limited partnership (hereinafter referred to as "Grantee"), for a period of twenty (20) years from January 1, 2014 (the "Effective Date"), to maintain, operate, renew, repair, change the size of, remove, or abandon in place, pipes and pipelines for the collection, transportation, or distribution of oil, gas, gasoline, petroleum, wet gas, hydrocarbon substances, water, waste water, mud, steam, and other liquid substances, not more hazardous than the aforementioned substances, together with all manholes, valves, appurtenances, and service connections necessary or convenient for the operation of such pipes or pipelines, including conduits, cathodic protection devices, wires, cables, and other appurtenances necessary or convenient for the Grantee's business, lay and use pipelines, not to exceed twenty-four (24) inches in internal diameter, for the transportation of oil and products thereof, in, under along, and across the public streets, highways, and alleys (collectively "streets"), in the City, as described in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Franchise"). Grantee may request, by written notice, up to three (3) extensions of five (5) years each to the term of the Franchise prior to its expiration. Such extensions shall be subject to approval by City in its sole discretion. City shall provide written notice to Grantee of its approval or disapproval of any extension request.

The Franchise is hereby granted to Grantee, under and in accordance with the provisions of the Franchise Act of 1937 and City's Municipal Code. The Franchise shall include the right, for the period and subject to the conditions hereof, to so maintain, operate, repair, renew, and change the size of the pipeline system, if any, of Grantee, as already laid and constructed in said streets.

The terms and conditions of the Franchise shall also apply to any pipe or other facilities of Grantee which are located within the right-of-way of any road or highway at the time such road or highway becomes a City street.

The granting of the Franchise is expressly conditioned upon payment of all franchise fees due and owing from the date of adoption of this Ordinance.

**SECTION 2. APPURTENANCES.** Grantee shall have the right, subject to the prior approval of the Director of Public Works, to construct and maintain such traps, manholes, conduits, valves, appliances, attachments, and appurtenances (hereinafter for convenience collectively referred to as "appurtenances"), as may be necessary or convenient for the proper maintenance and operation of the pipelines under the Franchise. Said appurtenances shall be kept flush with the surface of the streets and be so located as to conform to any order of the

Director of Public Works with regard thereto and not to interfere with the use of the street for travel. Grantee shall have the right, subject to such ordinances, rules, or regulations as are now or may hereafter be in force, to make all necessary excavations in said streets for the construction and repair of said pipelines and appurtenances, subject to the prior approval of the Director of Public Works. Such approval may be conditioned by the Director of Public Works, including, without limitation, the issuance to Grantee of certain encroachment permits.

**SECTION 3. LOCATION OF PIPELINES.** So far as it is practicable, any pipelines hereinafter laid shall be located along the edge or shoulder of the streets or in the parking areas adjacent thereto so as not to unreasonably disturb the flow of traffic and, where possible, shall be laid in the unpaved portion of the street.

If the pipelines shall be laid across or along the paved portion of a street, the repair of the street, after the pipelines have been laid, shall be made by Grantee within ten (10) days of the completion of the laying of such pipeline, at the expense of Grantee, and in accordance with all applicable provisions of City's Municipal Code and any other generally applicable policy or procedure established by City pertaining to street excavations, and all other applicable laws.

**SECTION 4. CONSTRUCTION OF PIPELINES.**

**A. Terms of Construction.** The pipelines and appurtenances laid, constructed, or maintained under the provisions of the Franchise shall be installed, maintained, and inspected by Grantee in a satisfactory, safe, and workmanlike manner, of first class material, and in conformity with all ordinances, rules, and regulations now or hereafter adopted or prescribed by City, County, State, or Federal authorities. The pipelines and appurtenances shall be operated, maintained, replaced, or repaired in accordance with the latest revision of the "American National Standard Code for Pressure Piping ANSI/ASME B31 4-1979," American Petroleum Institute Standard 1104, Code of Federal Regulations, Part 195, Title 49 USC and other applicable standards and codes, whichever is the most stringent. The pipelines and appurtenances shall be operated, maintained, replaced, or repaired in accordance with all Federal standards for the constructing and operation of interstate pipelines as set forth in Federal laws, rules, or regulations. Whenever there is a conflict with the Federal or State standards, the more stringent standard will prevail.

**B. Restoration of Streets.** The work of laying, constructing, maintaining, operating, renewing, repairing, changing, and moving any of the pipeline system contemplated by the Franchise and all other work in exercise of the Franchise shall be performed in compliance with all applicable provisions of City's Municipal Code pertaining to street excavations and restoration, including but not limited to, City's encroachments ordinance, any current or future generally applicable policies, and other applicable laws, and shall be conducted with the least possible hindrance or interference to the use of City roads by the public or by City, and Grantee shall provide all necessary warning, safety, and traffic control devices as are or may be required by City, County, State, or Federal regulations. All excavations shall be back filled and adequately compacted. The surface of City roads shall be placed in a condition that is as good and as serviceable as existed at the beginning of this work and must be to the satisfaction of the Director of Public

Works. If City has an applicable road restoration ordinance, policy, or other standard, then the Director of Public Works's discretion shall be consistent with that ordinance, policy, or other standard.

**SECTION 5. MAPS AND DATE TO BE FURNISHED.** Within ninety (90) days following the date on which any pipelines or additional pipelines have been laid or constructed under this Franchise, Grantee shall file a map in such form as may be required by the Director of Public Works showing the accurate location and size of all its facilities then in place and shall, upon installation of any additional facilities or upon removal, change, or abandonment of all or any portion thereof, file a revised map or maps showing the location and size of all such additional and/or abandoned facilities as of that date. If cathodic protection is to be used for facilities installed or maintained pursuant to this Franchise, a description of all the protective devices shall be furnished to the Director of Public Works which shall show the location and types of anodes, including a description of methods to be used as protection against corrosion and electrolytic leakage.

**SECTION 6. COMPENSATION TO CITY.**

A. **Amount of Franchise Fee.** As consideration for the Franchise hereby granted, Grantee shall pay a Franchise Fee (hereinafter the "Fee") to City in accordance with the Public Utilities Commission of the State of California Code Section 623.15. The Fee shall be paid annually to City in lawful money of the United States within sixty (60) days after the end of each calendar year. The payments due to City shall be computed as follows:

The length of the pipe expressed in feet located within the franchised area, rounded to the nearest foot shall be multiplied by the applicable base rate, as adjusted pursuant to subdivision (B), in accordance with the following schedule:

<b>Pipe Size (internal diameter in inches)</b>	<b>Base rate per lineal foot</b>
0 - 4	\$0.088
6	\$0.132
8	\$0.176
10	\$0.220
12	\$0.264
14	\$0.308
16	\$0.352
18	\$0.396
20	\$0.440
22	\$0.484
24	\$0.528
26	\$0.572
28	\$0.616
30	\$0.660

For pipelines with an internal diameter not listed above, the Fee shall be in the same proportion to the Fee of a 12-inch-diameter pipe as the diameter of the unlisted pipe is to 12 inches.

B. Computation of Payments. Such payments shall be computed from the Effective Date of this Franchise, to and including the date of either actual removal of the facilities or the effective date of a properly approved abandonment "in place" authorized by City, and until Grantee shall have fully complied with all the provisions of this Franchise and of all other applicable provisions of law or ordinance relative to such abandonment. All such payments shall be made payable to City, and shall be supported by Grantee's verified statement concerning the computation thereof. In the event of installation or abandonment of facilities with the approval of City as elsewhere in this Franchise provided, or in the event of removal of such facilities by Grantee, the payments otherwise due to City or occupancy of the streets by such facilities shall be prorated for the calendar year in which such installation, removal, or abandonment occurs as of the end of the calendar month in which installed, removed, or abandoned. Provided, however, that the amount of each annual payment shall be computed and revised each calendar year as follows:

(1) The applicable base rate shall be multiplied by the Consumer Price Index (CPI-U), All Items for the Los Angeles-Riverside-Orange County areas, as published by the United States Department of Labor, Bureau of Labor Statistics, for the month immediately preceding the month in which payment is due and payable, and divided by the Consumer Price Index for June 30, 1989, which is declared to be 100.0. Under no circumstances shall the multiplying factor be less than one (1).

(2) If the United States Department of Labor, Bureau of Labor Statistics, discontinues the preparation or publication of a Consumer Price Index for the area, and if no translation table prepared by the Department of Labor is available so as to make those statistics which are then available applicable to the index of June 30, 1989, City shall prescribe a rate of payment which shall, in City's judgment, vary from the rates specified in this Section in approximate proportion as commodity consumer prices then current vary from commodity consumer prices current in December 1988. On this point, the determination by City shall be final and conclusive.

(3) If said Bureau revises the said Index, the parties hereto shall accept the method of revision or conversion recommended by the said Bureau.

C. Right of Inspection. City shall have the right to inspect Grantee's pipeline records relating to its annual report and to audit and recompute any and all amounts payable under the Franchise. Costs of audit shall be borne by Grantee when audits result in an increase of more than five percent (5%) of Grantee's annual payments due to City. Acceptance of any payment shall not be construed as a release, waiver, acquiescence, or accord and satisfaction of any claim that City may have for further or additional sums payable under this Ordinance or for the performance of any other obligation hereunder.

D. Base Granting Fee. In the case of an initial grant of Franchise, or franchise which extends, renews, or continues previously granted franchises, a base granting fee of \$7,500 for pipelines with a total length of one-quarter (1/4) mile or more or \$1,600 for pipelines with a total length of less than one-quarter (1/4) mile shall be paid within thirty (30) days after the Council adopts the ordinance granting the franchise and prior to signing the written acceptance of the franchise.

**SECTION 7. EMERGENCY PREPAREDNESS.**

A. Equipment and Crews. At all times during the terms of this Franchise, Grantee shall maintain emergency response equipment and capabilities as required by applicable federal and state rules, laws, and regulations.

B. Plans. Grantee shall establish and maintain an Emergency Response Plan as required by federal and state regulations. Upon request, Grantee will provide a copy of the Emergency Response Plan to the City.

**SECTION 8. REPAIRS.** Grantee shall pay to City on demand the cost of all repairs to City property made necessary by any of the operations of Grantee under the Franchise, provided, however, that Grantee may make repairs to streets, sidewalks, curbs, and gutters itself at its own cost in accordance with City specifications, if the same can be done without undue inconvenience to the public use of the streets.

**SECTION 9. REARRANGEMENT OF FACILITIES.**

A. Expense of Grantee.

(1) If any of Grantee's facilities, in the discretion of City, shall endanger the public in the use of the public streets or interfere with or obstruct the use of any street by the public or for public purpose, City shall have the right to require Grantee, and Grantee shall move, alter, or relocate the same (hereinafter called "rearrangement") to avoid such danger, interference, or obstruction, in conformity with the written notice of the Director of Public Works, at Grantee's sole expense.

(2) Whenever, during the existence of this Franchise, City, any water, electric, gas, or other utility system now or hereafter owned or operated by City, or any community facilities or assessment district, or similar agency established by City, shall change the grade, width, alignment, or location of any street, way, alley, or place, or improve any said street in any manner, including but not limited to the laying of any sewer, storm drain, conduit, gas, water, or other pipes, pedestrian tunnels, subway, viaduct, or other work of City (the right to do all of which is specifically reserved to City without any admission on its part that it would not otherwise have such rights), Grantee shall, at its own cost and expense, do any and all things to effect such change in position or location in conformity with the written approval of the Director of Public Works, including without limitation the acceptance of encroachment permits and the removal or relocation of any facilities installed, if and when made necessary by the determination of the Director of Public Works.

B. Expense of Others.

(1) City shall also have the right to require Grantee to rearrange any part of Grantee's facilities for the accommodation of any private person, firm, or corporation. When such rearrangement is done for the accommodation of any private person, firm, or corporation, the cost of such rearrangement shall be borne by the accommodated party. Such accommodated party, in advance of such rearrangement, shall deposit with Grantee funds in an amount as, in the reasonable discretion of Grantee, shall be required to pay the cost of such rearrangement.

(2) The rearrangement referred to in subsection (1) of Subsection B of this Section shall be accomplished in conformity with the written notice of the Director of Public Works.

C. Rearrangement of the Facilities of Others. Nothing in this Franchise shall be construed to require City to move, alter, or relocate any of its facilities upon said streets, at its own expense, for the convenience, accommodation, or necessity of any other public utility, person, firm, or corporation now or hereafter owning a public utility system of any type or nature, or to move, alter, or relocate any part of its system upon said streets for the convenience, accommodation, or necessity of Grantee.

D. Notice. Grantee shall be given not less than ninety (90) days written notice of any rearrangement of facilities that Grantee is required to make herein. Such notice shall specify in reasonable detail the work to be done by Grantee and shall specify the time within which such work is to be accomplished. In the event that City shall change the provisions of any such notice given to Grantee, Grantee shall be given an additional period of not less than ninety (90) days to accomplish such work.

SECTION 10. REMOVAL OR ABANDONMENT OF FACILITIES. At the time of expiration, revocation, or termination of this Franchise or the permanent discontinuance of the use of its facilities, or any portion thereof, Grantee shall, within ninety (90) days thereafter, make a written application to the Director of Public Works to either: (1) abandon all, or a portion, of such facilities in place, or (2) remove all, or a portion, of such facilities as the Director of Public Works, in the Director of Public Works's discretion, shall consider to be appropriate. Such application shall describe the facilities desired to be abandoned by reference to the map or maps required by Section 5 of this Ordinance and shall also describe with reasonable accuracy the relative physical condition of such facilities. Thereupon, the Director of Public Works shall determine whether any abandonment or removal which is thereby proposed may be effected without detriment to the public interest or under what conditions such proposed abandonment or removal may be safely effected and shall then notify Grantee, according to such requirements as shall be specified in the Director of Public Works's order, and within ninety (90) days thereafter, to either:

- A. Remove all or a portion of such facilities; or
- B. Abandon in place all or a portion of such facilities.

If any facilities to be abandoned in place subject to prescribed conditions shall not be abandoned in accordance with all such conditions, then the Director of Public Works may make additional appropriate orders, including if deemed desirable, an order that Grantee shall remove all such facilities in accordance with applicable requirements.

A request of Grantee to abandon in place any facilities shall be deemed an offer of transfer of such facilities to City and by resolution authorizing Grantee to abandon any facility in place, City shall succeed to all right, title, and interest of Grantee in said facilities.

**SECTION 11. COMPLETION OF WORK.** If Grantee fails to commence any work or act and diligently proceed or complete any such act or work required of Grantee by the terms of this Franchise within the time limits required hereby, City may cause such act or work to be completed by City or, at the election of City, by a private contractor. City agrees that to the extent reasonably possible, any work by City or its private contractors shall be performed in a manner that does not cause damage to Grantee's facilities or disruption to the transportation of oil and other petroleum products through Grantee's pipeline system. In the event City causes such act or work to be completed by City or a private contractor, City shall send an itemized bill to Grantee. Within ten (10) days of receipt of said bill, Grantee shall either pay the bill plus fifteen percent (15%) for overhead, or detail in writing to City why such bill is inappropriate. If Grantee timely provides this statement of dispute to City, City shall consider Grantee's statement and shall notify Grantee in writing of its determination. If Grantee finds that the City's determination is unacceptable, Grantee may bring an action in court challenging that decision. Regardless of Grantee's position on the accuracy of City's decision, Grantee shall pay all amounts determined by City within ten (10) days of receipt of City's determination. For any removal, relocation, or modification of Grantee's facilities by the City as provided for herein, the City shall, to the extent required by law, only conduct such work with the prior approval of, and in coordination with, the California State Fire Marshal and comply with Chapter 5.5 of Title 5, Division 1, Part 1, of the California Government Code (Elder California Pipeline Safety Act of 1981) and all other local, State, and Federal laws.

**SECTION 12. RECOVERY OF COSTS OF REPAIRS AND UNPAID FEES.** If Grantee has not paid City for such fees and expenses incurred by or payable to City as hereinabove set forth, City may take any and all reasonable enforcement actions, including but not limited to, ordering that the charge(s) be assessed against the property of Grantee in City, that liens be imposed on said property, instituting collection proceedings, and instituting franchise default proceedings.

**SECTION 13. BOND.** Grantee shall, within thirty (30) days of the Effective Date of this Franchise, file with the City Clerk, and yearly thereafter maintain in full force and effect, a bond of the required amount for the benefit of City, with a surety to be approved by City's Finance Director. The bond shall be surety that Grantee shall truly observe, fulfill, and perform each and every term and condition of this Franchise and, in case of a breach of condition of said Franchise, at the discretion of City, the whole amount of the penal sum therein shall be paid to City in addition to any damages recoverable by City and shall be recoverable from the principal and sureties of the bond. If said bond is not so filed, Grantee agrees and acknowledges that the award of this Franchise will be set aside and any money paid therefor will be forfeited.

The amount of the bond shall be Fifty Thousand Dollars (\$50,000.00).

Whenever a bond is taken and deemed to be liquidated damages for any breach of a term or condition of this Franchise, Grantee must immediately file another bond of like amount and character and, if Grantee fails to do so within the time set by City, City may, by resolution, declare said Franchise automatically forfeited.

Nothing herein shall insulate Grantee from liability in excess of the amount of said bond or shall be construed as a waiver by City of any remedy at law against Grantee for any breach of the terms and conditions of this Franchise, or for any damage, loss, or injuries suffered by City or in case of any damage, loss, or injury suffered by any person, firm, or corporation by reason of any work done or any activity conducted by Grantee in the exercise of this Franchise.

**SECTION 14. INSURANCE.**

A. Prior to the beginning of and throughout the duration of this Franchise, Grantee will maintain insurance in conformance with the requirements set forth below. Grantee shall furnish proof that it shall provide the following types and amounts of insurance:

(1) Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 0001, with an edition prior to 2004 or the exact equivalent. Defense costs must be paid in addition to limits. The insurance policy shall include, but not be limited to, coverage for premises operations, explosion and collapse hazard, underground hazards, contractual insurance, property damage, independent contractors, and personal injury. Limits shall be no less than \$10,000,000 per occurrence for all covered losses and no less than \$20,000,000 general aggregate.

(2) Workers' Compensation coverage consistent with California statutory requirements on a state approved policy form with employers' liability limits no less than \$10,000,000 per accident for all covered losses.

(3) Business Auto Coverage on ISO Business Auto Coverage form CA 00 01, including owned, non-owned, and hired autos, or the exact equivalents. Limits shall be no less than \$10,000,000 per accident combined single limit.

(4) Excess or Umbrella Liability Insurance (Over Primary), if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Such policy or policies shall include as insureds those covered by the underlying policies, including additional insureds. The insurance shall be maintained in an amount not less than \$20,000,000 throughout the term of the Franchise.

B. City and its officers, agents, and employees shall be named as additional insureds on said policy at no cost to City. City shall receive thirty (30) days advance written notice of any proposed reduction in coverage of the insurance policies on which it is carried as an additional insured, as well as on coverage required to be maintained by this Section.

Such advance notice shall also be required as to any proposed or actual cancellation of any such policies of insurance. Insurance endorsements of such coverage shall be filed with City. City shall approve the form and provisions of the insurance.

**SECTION 15. INDEMNIFICATION BY GRANTEE.** For all claims relating to activity taken during the times subject to this Ordinance, including any retroactivity dates, Grantee shall indemnify, defend with counsel selected by City (subject to approval of Grantee, whose approval shall not be unreasonably withheld), protect, and hold harmless City, its officers, employees, agents, assigns, and any successor or successors to City's interest from and against all claims, actual damages (including, but not limited to, special and consequential damages), penalties, attorneys' fees, and consultants' and experts' fees and costs ("Liabilities") arising as a result of Grantee's exercise of the Franchise or operation of the pipeline system, regardless of whether any act or omission complained of is authorized, allowed, or prohibited by the Franchise. This indemnity includes, but is not limited to, any repair, cleanup, or detoxification, or preparation and implementation of any removal, remediation, response, closure, or other plan (regardless of whether undertaken due to governmental action) concerning any facilities or equipment or the effects of such facilities or equipment authorized by this Franchise, and any hazardous substance or hazardous wastes, including petroleum and its fractions as defined in the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"; 42 U.S.C. § 9601, *et seq.*); the Resources Conservation and Recovery Act ("RCRA"; 42 U.S.C. § 6901, *et seq.*); and California Health & Safety Code § 25280, *et seq.*, at any place where Grantee maintains a pipeline for the transportation of substances and liquids pursuant to this Franchise. The foregoing indemnity is intended to (1) supplement and not replace any other indemnity from any source, and (2) operate as an agreement pursuant to Section 107(e) of CERCLA and California Health & Safety Code Section 25364, to assure, protect, hold harmless, and indemnify City from liability. Grantee shall not be liable to City for any Liabilities resulting from or arising out of acts, errors, or omissions, or caused by the negligence or willful misconduct of City, its officers, employees, agents, assigns, or successors.

**SECTION 16. ASSIGNMENT.**

A. Grantee shall not transfer, sell, hypothecate, sublet, or assign the Franchise, nor shall any of the rights or privileges therein be transferred, sold, hypothecated, leased, or assigned, either in whole or in part, nor shall title thereto, either legal or equitable, or any right, interest, or property therein pass to or vest in any person, except Grantee, either by act of Grantee or by operation of law, nor shall there be any "Change in Control" (as hereinafter defined) of Grantee, without the prior consent of City expressed by resolution. The aforesaid provisions of this Section shall not prohibit Grantee from using its pipelines for the purpose of transporting for other persons oil, petroleum, gas, gasoline, or other hydrocarbon substances or water, but in such event Grantee shall be responsible to City for the full performance and observance of the terms and conditions of the Franchise.

B. Any sale, lease, assignment, or transfer of the Franchise or the rights or privileges granted hereby, or any of them, or any Change in Control of Grantee without the prior written consent of City first having been obtained, whether by operation of law or otherwise, shall be null and void.

C. City shall not unreasonably withhold its consent to a Franchise transfer or a Change in Control of Grantee. For the purpose of determining whether it shall consent to such transfer, City may inquire into the qualifications of the prospective transferee or controlling party, and Grantee shall assist City in any such inquiry. In seeking City's consent to any change of ownership or Change in Control, Grantee shall have the responsibility of ensuring that transferee completes an application in form and substance reasonably satisfactory to City. An application shall be submitted to City not less than ninety (90) days prior to the date of transfer. Grantee shall be required to establish that it is in material compliance with its Franchise. The transferee shall be required to establish that it possesses the qualifications and financial and technical capability to operate and maintain the pipeline and comply with all Franchise requirements for the remainder of the term of the Franchise. If City finds that legal, financial, character, technical, and other public interest qualities of the applicant are satisfactory and that the proposed transferee has the capability to operate and maintain the system and comply with all Franchise requirements for the then remaining term thereof, City shall consent to the transfer and assignment of the rights and obligations of such Franchise. City may condition the transfer to insure the transferee is in material compliance, and remains in material compliance, with the Franchise.

D. For purposes of Section 16.A. above, a "Change in Control" of Grantee shall be deemed to be a transfer requiring City's consent. "Change in Control" means (i) any merger, consolidation, or other reorganization of Grantee in which Grantee, or an affiliate of Grantee, is not the surviving entity; (ii) any transfer or change in ownership of fifty percent (50%) or more of the capital stock, capital accounts, equity interests, or memberships, as the case may be, of Grantee; (iii) the acquisition of management control by any owner or new owner of interests in Grantee that previously did not control the management of Grantee; or (iv) the sale of fifty percent (50%) or more of the market value of the assets of Grantee.

E. Notwithstanding the above, Grantee shall be entitled to pledge, encumber, or grant any security interest in the Franchise, provided that Grantee shall first notify and obtain City's consent in writing of such proposed transaction. City shall consent to such transaction, subject to the following conditions:

(1) Any consent so granted shall not be deemed a consent to such pledgee, encumbrancer, or secured party exercising any rights or prerogatives of Grantee under the Franchise, nor to its exercise of any rights or prerogatives of a holder of an ownership interest in Franchise.

(2) Any consent so granted shall not be deemed a consent to any subsequent transfer or assignment as referred to in this Section. Any such subsequent transfer or assignment shall be deemed an assignment of this Franchise within the meaning of this Section, and shall be subject to the provisions of this Section.

(3) The pledgee, encumbrancer, or secured party shall have executed and delivered to City an instrument in writing agreeing to be bound by the provisions of the Franchise.

F. The provisions of this Section shall not apply to Grantee's assignment of rights, duties, and obligations under the Franchise to any affiliate of Grantee. As used in this Franchise, the term "affiliate" shall mean an entity controlling, controlled by, or under common control with the entity to which the term applies, whether by ownership, contract, or voting control. Franchisee and the entity to whom the rights are to be assigned shall sign an assignment and assumption agreement whereby the transferee agrees to be bound by and comply with the terms of this Franchise.

**SECTION 17. RECEIVERSHIP AND FORECLOSURE.**

A. Subject to applicable provisions of the Bankruptcy Code, the Franchise shall, at the option of City, cease and terminate one hundred twenty (120) days after the appointment of a receiver or trustee to take over and conduct the business of Grantee, whether in a receivership, reorganization, bankruptcy, or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred twenty (120) days, or unless:

(1) Such receiver or trustee shall have, within one hundred twenty (120) days after his election or appointment, fully complied with all terms of the Franchise and remedied all breaches of the Franchise or provided a plan for the remedy of such breaches which is satisfactory to City; and

(2) Such receiver or trustee shall, within said one hundred twenty (120) days, execute an agreement duly approved by the court having jurisdiction, whereby such receiver or trustee assumes and agrees to be bound by each and every term, provision, and limitation of the Franchise.

B. Upon the foreclosure or other judicial sale of all or a substantial part of a pipeline system, Grantee shall notify City of such fact, and such notification shall be treated as a notification that a change in ownership of Grantee has taken place and the provisions of the Section of the Franchise governing such changes shall apply.

**SECTION 18. WAIVER OF BREACH.** No waiver of the breach of any of the covenants, agreements, restrictions, or conditions of this Franchise by City shall be construed to be a waiver or any such succeeding breach of the same or other covenants, agreements, restrictions, or conditions of the Franchise. No delay or omission of City in exercising the right, power, or remedy herein provided in the event of default shall be construed as a waiver thereof, or acquiescence therein, nor shall the acceptance of any payments made in a manner or at a time other than what is herein provided be construed as a waiver of or variation in any of the terms of the Franchise.

**SECTION 19. DEFAULT.**

A. **Default.** In the event that Grantee shall default in the performance of any of the terms, covenants, and conditions hereof, City may give written notice to Grantee of such default. In the event that Grantee does not commence the work necessary to cure such default within thirty (30) business days after such notice is sent or prosecute such work diligently to completion, Grantee agrees and acknowledges that City may declare this Franchise forfeited by giving written notice thereof to Grantee, whereupon this Franchise shall be void and the rights of the Grantee hereunder shall terminate and Grantee shall execute an instrument of surrender and deliver the same to City.

If City declares the Franchise forfeited, it may thereupon and thereafter exclude Grantee from further occupancy or use of all City streets authorized under this Franchise. A forfeiture of said Franchise shall not of itself operate to release the bond filed for said Franchise. Upon declaring a Franchise forfeited, City may elect to take and accept the bond as liquidated damages therefor and pursue any other legal remedy for any damage, loss, or injury suffered by City as a result of such breach. After forfeiture, the bond shall remain in full force and effect for a period of one (1) year unless exonerated by City. No bond shall be exonerated unless a release is obtained from City. The release shall state whether all excavations have been back filled, all obstructions removed, and whether the substratum or surface of City streets occupied or used have been placed in good and serviceable condition. Release shall not constitute a waiver of any right or remedy which City may have against Grantee or any person, firm, or corporation for any damage, loss, or injury suffered by City as a result of any work or activity performed by Grantee in the exercise of the Franchise.

B. **Cumulative Remedies.** No provision herein made for the purpose of securing the enforcement of the terms and conditions of the Franchise shall be deemed an exclusive remedy or to afford the exclusive procedure, for the enforcement of said terms and conditions, but the remedy and procedure herein provided, in addition to those provided by law, shall be deemed to be cumulative.

**SECTION 20. SCOPE OF RESERVATION.** Nothing herein contained shall ever be construed so as to exempt Grantee from compliance with all ordinances of City now in effect or which may hereafter be adopted which are not inconsistent with the terms of the Franchise. The enumeration herein of specific rights reserved shall not be construed as exclusive, or as limiting the general reservation herein made, or as limiting such rights as City may now or hereafter have in law.

**SECTION 21. NOTICE.** Any notice required to be given under the terms of this Franchise, the manner of service of which is not specifically provided for, may be served personally or by United States first class mail as follows:

A. Upon City, by addressing a written notice to the City Clerk of the City of Lakewood, Lakewood City Hall, 5050 Clark Avenue, Lakewood, CA 90712.

B. Upon Grantee, by addressing a written notice to Crimson California Pipeline, L.P., 3780 Kilroy Airport Way, Suite 400, Long Beach, CA 90806, Attn.: Land Department.

C. For such other address as may from time to time be furnished in writing by one party to the other and depositing said notice in the United States Mail, postage prepaid.

When service of any such notice is made by mail, the time of such notice shall begin with and run from three (3) business days after the date of the deposit of same in the United States Mail.

**SECTION 22. SUCCESSORS.** The terms herein shall inure to the benefit of and shall bind, as the case may be, the successors and assigns of the parties hereto, subject, however, to the provisions of Section 16 hereof.

**SECTION 23. INTERPRETATION.** The Franchise is granted upon each and every condition herein contained, and shall be strictly construed against Grantee. Nothing shall pass by the Franchise granted hereby to Grantee unless it be granted in plain and unambiguous terms. Each of said conditions is a material and essential condition to the granting of the Franchise.

**SECTION 24. FORCE MAJEURE.** The time within which Grantee is obligated hereunder to construct, erect, maintain, operate, repair, renew, change the size of, and remove pipelines or other improvements shall be extended for a period of time equal in duration to and performance in the meantime shall be excused on account of and for and during the period of any delay caused by, strikes, threats of strikes, lockouts, war, threats of war, insurrection, invasion, acts of God, calamities, violent action of the elements, fire, impossibility of obtaining materials, or other things beyond the reasonable control of Grantee.

**SECTION 25. ATTORNEYS' FEES.** If either party brings an action to enforce the terms of any covenant, agreement, or condition contained in the Franchise, the prevailing party in such action, trial, or appeal, shall be entitled to reasonable attorneys' fees to be paid by the losing party as fixed by the court.

**SECTION 26. PUBLICATION EXPENSES.** Grantee shall, pursuant to California Public Utilities Code Section 6293, pay to City a sum of money sufficient to reimburse it for all publication expenses incurred by it in connection with the granting of this Franchise; said payment to be made within thirty (30) days after City shall have furnished Grantee with a written statement of such expenses.

**SECTION 27. ACCEPTANCE.** The Franchise granted hereby shall not become effective until written acceptance thereof shall have been filed by Grantee with the City Clerk within thirty days of the effective date of this Ordinance.

**SECTION 28. SEVERABILITY.** City hereby declares that the provisions of this Ordinance are severable and if for any reason a court of competent jurisdiction shall hold any sentence, paragraph, or section of this Ordinance to be invalid, such decision shall not affect the validity of the remaining parts of this Ordinance.

**SECTION 29. BUSINESS DAYS.** As used in this Ordinance, the term “business days” shall mean days other than Saturdays, Sundays, and legal holidays and closures observed by City, and “days” shall mean calendar days. If the time for performance of an obligation under this Ordinance falls on other than a business day, the time for performance shall be extended to the next business day.

**SECTION 30. EFFECTIVE DATE OF FRANCHISE RETROACTIVITY.** This Ordinance shall be in full force and effect thirty (30) days after its adoption. All conditions precedent having first been met to make this Franchise effective and binding upon City and Grantee, the rights, privileges, limitations, restrictions, conditions, obligations, and duties granted and imposed hereby shall be retroactive to \_\_\_\_\_, provided, however, that Grantee is deemed to be in full compliance with the requirements and conditions of this Ordinance as of the date of the adoption of this Ordinance.

**SECTION 31. ENTIRE AGREEMENT.** The parties agree that this Franchise shall constitute the entire agreement between the parties with respect to the transactions contemplated hereby. Any and all previous agreements and understandings between or among the parties regarding the transactions contemplated hereby, whether written or oral, are superseded by this Franchise.

**SECTION 32. CERTIFICATION.** The City Clerk shall certify to the adoption of this ordinance. The City Council hereby finds and determines there are no newspapers of general circulation both published and circulated within the City and, in compliance with section 36933 of the Government Code, directs the City Clerk to cause said ordinance within fifteen (15) days after its passage to be posted in at least three (3) public places within the city as established by ordinance. This ordinance shall take effect thirty (30) days after its adoption.

ADOPTED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014, BY THE FOLLOWING ROLL CALL VOTE:

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

\_\_\_\_\_  
Mayor

ATTEST:

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

**EXHIBIT A**

**List of Pipelines**

Santa Fe Springs Main Line – 2,718 feet – Cherry Avenue from north City limit to south City limit

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**COUNCIL AGENDA**  
May 27, 2014

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

**SUBJECT:** Ordinance Granting a Franchise – Tesoro SoCal Pipeline

**INTRODUCTION**

Tesoro SoCal Pipeline Company, LLC, a Delaware limited liability company, has applied for a franchise to operate and maintain certain pipelines incident to the oil industry pursuant to Sections 6001.5 through 6302 of the Public Utilities Code.

**STATEMENT OF FACT**

The City Council adopted a Resolution at its April 22, 2014 meeting, which was a notice of intention to grant a franchise to Tesoro SoCal Pipeline Company, LLC and introduced Ordinance Number 2014-6 and set a Public Hearing for May 27, 2014.

Proposed City Ordinance 2014-6 sets forth the terms and conditions to grant a franchise to Tesoro SoCal Pipeline Company, LLC for a term of 20 years to operate and maintain certain pipelines incident to the oil industry.

**RECOMMENDATION**

That the City Council conduct a Public Hearing and adopt Ordinance 2014-6 which grants Tesoro SoCal Pipeline Company, LLC a franchise for a term of 20 years to operate and maintain certain pipelines incident to the oil industry within the City of Lakewood.

Lisa Ann Rapp *LAR*  
Director of Public Works

Howard L. Chambers *by HJC*  
City Manager

ORDINANCE NO. 2014-6

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
LAKEWOOD GRANTING A FRANCHISE TO CONSTRUCT AND USE  
AN OIL PIPELINE TO TESORO SOCAL PIPELINE COMPANY LLC

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

**SECTION 1. NATURE OF FRANCHISE.** The City of Lakewood (hereinafter referred to as "City") hereby grants a non-exclusive Franchise to Tesoro SoCal Pipeline Company LLC, a Delaware limited liability corporation (hereinafter referred to as "Grantee"), for a period of twenty (20) years from June 1, 2013 (the "Effective Date"), to lay and use pipelines, not to exceed twenty-four (24) inches in internal diameter, for the transportation of oil and products thereof, in, under, along, and across the public streets, highways, and alleys (collectively "streets"), in the City, as described in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Franchise"). Grantee may request, by written notice, up to three (3) extensions of five (5) years each to the term of the Franchise prior to its expiration. Such extensions shall be subject to approval by City in its sole discretion. City shall provide written notice to Grantee of its approval or disapproval of any extension request.

The Franchise is hereby granted to Grantee, under and in accordance with the provisions of the Franchise Act of 1937 and City's Municipal Code. The Franchise shall include the right, for the period and subject to the conditions hereof, to so maintain, operate, repair, renew, and change the size of the pipeline system, if any, of Grantee, as already laid and constructed in said streets.

The terms and conditions of the Franchise shall also apply to any pipe or other facilities of Grantee which are located within the right-of-way of any road or highway at the time such road or highway becomes a City street.

The granting of the Franchise is expressly conditioned upon payment of all franchise fees due and owing from the date of adoption of this Ordinance.

**SECTION 2. APPURTENANCES.** Grantee shall have the right, subject to the prior approval of the Director of Public Works, to construct and maintain such traps, manholes, conduits, valves, appliances, attachments, and appurtenances (hereinafter for convenience collectively referred to as "appurtenances"), as may be necessary or convenient for the proper maintenance and operation of the pipelines under the Franchise. Said appurtenances shall be kept flush with the surface of the streets and be so located as to conform to any order of the Director of Public Works with regard thereto and not to interfere with the use of the street for travel. Grantee shall have the right, subject to such ordinances, rules, or regulations as are now or may hereafter be in force, to make all necessary excavations in said streets for the construction and repair of said pipelines and appurtenances, subject to the prior approval of the Director of Public Works. Such approval may be conditioned by the Director of Public Works, including, without limitation, the issuance to Grantee of certain encroachment permits.

**SECTION 3. LOCATION OF PIPELINES.** So far as it is practicable, any pipelines hereinafter laid shall be located along the edge or shoulder of the streets or in the parking areas adjacent thereto so as not to unreasonably disturb the flow of traffic and, where possible, shall be laid in the unpaved portion of the street.

If the pipelines shall be laid across or along the paved portion of a street, the repair of the street, after the pipelines have been laid, shall be made by Grantee within ten (10) days of the completion of the laying of such pipeline, at the expense of Grantee, and in accordance with all applicable provisions of City's Municipal Code and any other generally applicable policy or procedure established by City pertaining to street excavations, and all other applicable laws.

**SECTION 4. CONSTRUCTION OF PIPELINES.**

A. **Terms of Construction.** The pipelines and appurtenances laid, constructed, or maintained under the provisions of the Franchise shall be installed, maintained, and inspected by Grantee in a satisfactory, safe, and workmanlike manner, of good material, and in conformity with all ordinances, rules, and regulations now or hereafter adopted or prescribed by City, County, State, or Federal authorities.

B. **Restoration of Streets.** The work of laying, constructing, maintaining, operating, renewing, repairing, changing, and moving any of the pipeline system contemplated by the Franchise and all other work in exercise of the Franchise shall be performed in compliance with all applicable provisions of City's Municipal Code pertaining to street excavations and restoration, including but not limited to, City's encroachments ordinance, any current or future generally applicable policies, and other applicable laws, and shall be conducted with the least possible hindrance or interference to the use of City roads by the public or by City, and Grantee shall provide all necessary warning, safety, and traffic control devices as are or may be required by City, County, State, or Federal regulations. All excavations shall be back filled and adequately compacted. The surface of City roads shall be placed in a condition that is as good and as serviceable as existed at the beginning of this work and must be to the satisfaction of the Director of Public Works. If City has an applicable road restoration ordinance, policy, or other standard, then the Director of Public Works's discretion shall be consistent with that ordinance, policy, or other standard.

**SECTION 5. MAPS AND DATE TO BE FURNISHED.** Within ninety (90) days following the date on which any pipelines or additional pipelines have been laid or constructed under this Franchise, Grantee shall file a map in such form as may be required by the Director of Public Works showing the accurate location and size of all its facilities then in place and shall, upon installation of any additional facilities or upon removal, change, or abandonment of all or any portion thereof, file a revised map or maps showing the location and size of all such additional and/or abandoned facilities as of that date. If cathodic protection is to be used for facilities installed or maintained pursuant to this Franchise, a description of all the protective devices shall be furnished to the Director of Public Works which shall show the location and types of anodes, including a description of methods to be used as protection against corrosion and electrolytic leakage.

**SECTION 6. COMPENSATION TO CITY.**

A. Amount of Franchise Fee. As consideration for the Franchise hereby granted, Grantee shall pay a Franchise Fee (hereinafter the “Fee”) to City in accordance with the Public Utilities Commission of the State of California Code Section 623.15. The Fee shall be paid annually to City in lawful money of the United States within sixty (60) days after the end of each calendar year. The payments due to City shall be computed as follows:

The length of the pipe expressed in feet located within the franchised area, rounded to the nearest foot shall be multiplied by the applicable base rate, as adjusted pursuant to subdivision (B), in accordance with the following schedule:

<b>Pipe Size (internal diameter in inches)</b>	<b>Base rate per lineal foot</b>
0 – 4	\$0.088
6	\$0.132
8	\$0.176
10	\$0.220
12	\$0.264
14	\$0.308
16	\$0.352
18	\$0.396
20	\$0.440
22	\$0.484
24	\$0.528
26	\$0.572
28	\$0.616
30	\$0.660

For pipelines with an internal diameter not listed above, the Fee shall be in the same proportion to the Fee of a 12-inch-diameter pipe as the diameter of the unlisted pipe is to 12 inches.

B. Computation of Payments. Such payments shall be computed from the Effective Date of this Franchise, to and including the date of either actual removal of the facilities or the effective date of a properly approved abandonment “in place” authorized by City, and until Grantee shall have fully complied with all the provisions of this Franchise and of all other applicable provisions of law or ordinance relative to such abandonment. All such payments shall be made payable to City, and shall be supported by Grantee’s verified statement concerning the computation thereof. In the event of installation or abandonment of facilities with the approval of City as elsewhere in this Franchise provided, or in the event of removal of such facilities by Grantee, the payments otherwise due to City or occupancy of the streets by such facilities shall be prorated for the calendar year in which such installation, removal, or abandonment occurs as of the end of the calendar month in which installed, removed, or abandoned. Provided, however, that the

amount of each annual payment shall be computed and revised each calendar year as follows:

(1) The applicable base rate shall be multiplied by the Consumer Price Index (CPI-U), All Items for the Los Angeles-Riverside-Orange County areas, as published by the United States Department of Labor, Bureau of Labor Statistics, for the month immediately preceding the month in which payment is due and payable, and divided by the Consumer Price Index for June 30, 1989, which is declared to be 100.0. Under no circumstances shall the multiplying factor be less than one (1).

(2) If the United States Department of Labor, Bureau of Labor Statistics, discontinues the preparation or publication of a Consumer Price Index for the area, and if no translation table prepared by the Department of Labor is available so as to make those statistics which are then available applicable to the index of June 30, 1989, City shall prescribe a rate of payment which shall, in City's judgment, vary from the rates specified in this Section in approximate proportion as commodity consumer prices then current vary from commodity consumer prices current in December 1988. On this point, the determination by City shall be final and conclusive.

(3) If said Bureau revises the said Index, the parties hereto shall accept the method of revision or conversion recommended by the said Bureau.

C. Right of Inspection. City shall have the right to inspect Grantee's pipeline records relating to its annual report and to audit and recompute any and all amounts payable under the Franchise. Costs of audit shall be borne by Grantee when audits result in an increase of more than five percent (5%) of Grantee's annual payments due to City. Acceptance of any payment shall not be construed as a release, waiver, acquiescence, or accord and satisfaction of any claim that City may have for further or additional sums payable under this Ordinance or for the performance of any other obligation hereunder.

D. Base Granting Fee. In the case of an initial grant of Franchise, or franchise which extends, renews, or continues previously granted franchises, a base granting fee of \$7,500 for pipelines with a total length of one-quarter (1/4) mile or more or \$1,600 for pipelines with a total length of less than one-quarter (1/4) mile shall be paid within thirty (30) days after the Council adopts the ordinance granting the franchise and prior to signing the written acceptance of the franchise.

## SECTION 7. EMERGENCY PREPAREDNESS.

A. Equipment and Crews. At all times during the terms of this Franchise, Grantee shall maintain emergency response equipment and capabilities as required by applicable federal and state rules, laws and regulations.

B. Plans. Grantee shall establish and maintain an Emergency Response Plan as required by federal and state regulations. Upon request, Grantee will provide a copy of the Emergency Response Plan to the City.

SECTION 8. REPAIRS. Grantee shall pay to City on demand the cost of all repairs to City property made necessary by any of the operations of Grantee under the Franchise, provided, however, that Grantee may make repairs to streets, sidewalks, curbs, and gutters itself at its own cost in accordance with City specifications, if the same can be done without undue inconvenience to the public use of the streets.

SECTION 9. REARRANGEMENT OF FACILITIES.

A. Expense of Grantee.

(1) If any of Grantee's facilities, in the discretion of City, shall endanger the public in the use of the public streets or interfere with or obstruct the use of any street by the public or for public purpose, City shall have the right to require Grantee, and Grantee shall move, alter, or relocate the same (hereinafter called "rearrangement") to avoid such danger, interference, or obstruction, in conformity with the written notice of the Director of Public Works, at Grantee's sole expense.

(2) Whenever, during the existence of this Franchise, City, any water, electric, gas, or other utility system now or hereafter owned or operated by City, or any community facilities or assessment district, or similar agency established by City, shall change the grade, width, alignment, or location of any street, way, alley, or place, or improve any said street in any manner, including but not limited to, the laying of any sewer, storm drain, conduit, gas, water, or other pipes, pedestrian tunnels, subway, viaduct, or other work of City (the right to do all of which is specifically reserved to City without any admission on its part that it would not otherwise have such rights), Grantee shall, at its own cost and expense, do any and all things to effect such change in position or location in conformity with the written approval of the Director of Public Works, including without limitation, the acceptance of encroachment permits and the removal or relocation of any facilities installed, if and when made necessary by the determination of the Director of Public Works.

B. Expense of Others.

(1) City shall also have the right to require Grantee to rearrange any part of Grantee's facilities for the accommodation of any private person, firm, or corporation. When such rearrangement is done for the accommodation of any private person, firm, or corporation, the cost of such rearrangement shall be borne by the accommodated party. Such accommodated party, in advance of such rearrangement, shall deposit with Grantee funds in an amount as, in the reasonable discretion of Grantee, shall be required to pay the cost of such rearrangement.

(2) The rearrangement referred to in subsection (1) of Subsection B of this Section shall be accomplished in conformity with the written notice of the Director of Public Works.

C. Rearrangement of the Facilities of Others. Nothing in this Franchise shall be construed to require City to move, alter, or relocate any of its facilities upon said streets, at its own expense, for the convenience, accommodation, or necessity of any other public utility, person, firm, or corporation now or hereafter owning a public utility system of any type or nature, or to move, alter, or relocate any part of its system upon said streets for the convenience, accommodation, or necessity of Grantee.

D. Notice. Grantee shall be given not less than ninety (90) days written notice of any rearrangement of facilities that Grantee is required to make herein. Such notice shall specify in reasonable detail the work to be done by Grantee and shall specify the time within which such work is to be accomplished. In the event that City shall change the provisions of any such notice given to Grantee, Grantee shall be given an additional period of not less than ninety (90) days to accomplish such work.

SECTION 10. REMOVAL OR ABANDONMENT OF FACILITIES. At the time of expiration, revocation, or termination of this Franchise or the permanent discontinuance of the use of its facilities, or any portion thereof, Grantee shall, within thirty (30) days thereafter, make a written application to the Director of Public Works to either: (1) abandon all, or a portion, of such facilities in place, or (2) remove all, or a portion, of such facilities as the Director of Public Works, in the Director of Public Works's discretion, shall consider to be appropriate. Such application shall describe the facilities desired to be abandoned by reference to the map or maps required by Section 5 of this Ordinance and shall also describe with reasonable accuracy the relative physical condition of such facilities. Thereupon, the Director of Public Works shall determine whether any abandonment or removal which is thereby proposed may be effected without detriment to the public interest or under what conditions such proposed abandonment or removal may be safely effected and shall then notify Grantee, according to such requirements as shall be specified in the Director of Public Works's order, and within ninety (90) days thereafter, to either:

- A. Remove all or a portion of such facilities; or
- B. Abandon in place all or a portion of such facilities.

If any facilities to be abandoned in place subject to prescribed conditions shall not be abandoned in accordance with all such conditions, then the Director of Public Works may make additional appropriate orders, including if deemed desirable, an order that Grantee shall remove all such facilities in accordance with applicable requirements.

A request of Grantee to abandon in place any facilities shall be deemed an offer of transfer of such facilities to City and by resolution authorizing Grantee to abandon any facility in place, City shall succeed to all right, title, and interest of Grantee in said facilities.

**SECTION 11. COMPLETION OF WORK.** If Grantee fails to commence any work or act and diligently proceed or complete any such act or work required of Grantee by the terms of this Franchise within the time limits required hereby, City may cause such act or work to be completed by City or, at the election of City, by a private contractor. City agrees that to the extent reasonably possible, any work by City or its private contractors shall be performed in a manner that does not cause damage to Grantee's facilities or disruption to the transportation of oil and other petroleum products through Grantee's pipeline system. In the event City causes such act or work to be completed by City or a private contractor, City shall send an itemized bill to Grantee. Within ten (10) days of receipt of said bill, Grantee shall either pay the bill plus fifteen percent (15%) for overhead, or detail in writing to City why such bill is inappropriate. If Grantee timely provides this statement of dispute to City, City shall consider Grantee's statement and shall notify Grantee in writing of its determination. If Grantee finds that the City's determination is unacceptable, Grantee may bring an action in court challenging that decision. Regardless of Grantee's position on the accuracy of City's decision, Grantee shall pay all amounts determined by City within ten (10) days of receipt of City's determination. For any removal, relocation, or modification of Grantee's facilities by the City as provided for herein, the City shall, to the extent required by law, only conduct such work with the prior approval of, and in coordination with, the California State Fire Marshal and comply with Chapter 5.5 of Title 5, Division 1, Part 1, of the California Government Code (Elder California Pipeline Safety Act of 1981) and all other local, State, and Federal laws.

**SECTION 12. RECOVERY OF COSTS OF REPAIRS AND UNPAID FEES.** If Grantee has not paid City for such fees and expenses incurred by or payable to City as hereinabove set forth, City may take any and all reasonable enforcement actions, including but not limited to, ordering that the charge(s) be assessed against the property of Grantee in City, that liens be imposed on said property, instituting collection proceedings, and instituting franchise default proceedings.

**SECTION 13. BOND.** Grantee shall, within thirty (30) days of the Effective Date of this Franchise, file with the City Clerk, and yearly thereafter maintain in full force and effect, a bond of the required amount for the benefit of City, with a surety to be approved by City's Finance Director. The bond shall be surety that Grantee shall truly observe, fulfill, and perform each and every term and condition of this Franchise and, in case of a breach of condition of said Franchise, at the discretion of City, the whole amount of the penal sum therein shall be paid to City in addition to any damages recoverable by City and shall be recoverable from the principal and sureties of the bond. If said bond is not so filed, Grantee agrees and acknowledges that the award of this Franchise will be set aside and any money paid therefor will be forfeited.

The amount of the bond shall be Fifty Thousand Dollars (\$50,000.00).

Whenever a bond is taken and deemed to be liquidated damages for any breach of a term or condition of this Franchise, Grantee must immediately file another bond of like amount and character and, if Grantee fails to do so within the time set by City, City may, by resolution, declare said Franchise automatically forfeited.

Nothing herein shall insulate Grantee from liability in excess of the amount of said bond or shall be construed as a waiver by City of any remedy at law against Grantee for any breach of the terms and conditions of this Franchise, or for any damage, loss, or injuries suffered by City or in case of any damage, loss, or injury suffered by any person, firm, or corporation by reason of any work done or any activity conducted by Grantee in the exercise of this Franchise.

**SECTION 14. INSURANCE.**

A. Prior to the beginning of and throughout the duration of this Franchise, Grantee will maintain insurance in conformance with the requirements set forth below. Grantee shall furnish proof that it shall provide the following types and amounts of insurance:

(1) Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 0001, with an edition prior to 2004 or the exact equivalent. Defense costs must be paid in addition to limits. The insurance policy shall include, but not be limited to, coverage for premises operations, explosion and collapse hazard, underground hazards, contractual insurance, property damage, independent contractors, and personal injury. Limits shall be no less than \$10,000,000 per occurrence for all covered losses and no less than \$20,000,000 general aggregate.

(2) Workers' Compensation coverage consistent with California statutory requirements on a state approved policy form with employers' liability limits no less than \$10,000,000 per accident for all covered losses.

(3) Business Auto Coverage on ISO Business Auto Coverage form CA 00 01, including owned, non-owned, and hired autos, or the exact equivalents. Limits shall be no less than \$10,000,000 per accident combined single limit.

(4) Excess or Umbrella Liability Insurance (Over Primary), if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Such policy or policies shall include as insureds those covered by the underlying policies, including additional insureds. The insurance shall be maintained in an amount not less than \$20,000,000 throughout the term of the Franchise.

B. City and its officers, agents, and employees shall be named as additional insureds on said policy at no cost to City. City shall receive thirty (30) days advance written notice of any proposed reduction in coverage of the insurance policies on which it is carried as an additional insured, as well as on coverage required to be maintained by this Section. Such advance notice shall also be required as to any proposed or actual cancellation of any such policies of insurance. Insurance endorsements of such coverage shall be filed with City. City shall approve the form and provisions of the insurance.

**SECTION 15. INDEMNIFICATION BY GRANTEE.** For all claims relating to activity taken during the times subject to this Ordinance, including any retroactivity dates, Grantee shall indemnify, defend with counsel selected by City (subject to approval of Grantee, whose approval shall not be unreasonably withheld), protect, and hold harmless City, its officers, employees, agents, assigns, and any successor or successors to City's interest from and against all claims, actual damages (including, but not limited to, special and consequential damages), penalties, attorneys' fees, and consultants' and experts' fees and costs ("Liabilities") arising as a result of Grantee's exercise of the Franchise or operation of the pipeline system, regardless of whether any act or omission complained of is authorized, allowed, or prohibited by the Franchise. This indemnity includes, but is not limited to, any repair, cleanup, or detoxification, or preparation and implementation of any removal, remediation, response, closure, or other plan (regardless of whether undertaken due to governmental action) concerning any facilities or equipment or the effects of such facilities or equipment authorized by this Franchise, and any hazardous substance or hazardous wastes, including petroleum and its fractions as defined in the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"; 42 U.S.C. § 9601, *et seq.*); the Resources Conservation and Recovery Act ("RCRA"; 42 U.S.C. § 6901, *et seq.*); and California Health & Safety Code § 25280, *et seq.*, at any place where Grantee maintains a pipeline for the transportation of substances and liquids pursuant to this Franchise. The foregoing indemnity is intended to (1) supplement and not replace any other indemnity from any source, and (2) operate as an agreement pursuant to Section 107(e) of CERCLA and California Health & Safety Code Section 25364, to assure, protect, hold harmless, and indemnify City from liability. Grantee shall not be liable to City for any Liabilities resulting from or arising out of acts, errors, or omissions, or caused by the negligence or willful misconduct of City, its officers, employees, agents, assigns, or successors.

**SECTION 16. ASSIGNMENT.**

A. Grantee shall not transfer, sell, hypothecate, sublet, or assign the Franchise, nor shall any of the rights or privileges therein be transferred, sold, hypothecated, leased, or assigned, either in whole or in part, nor shall title thereto, either legal or equitable, or any right, interest, or property therein pass to or vest in any person, except Grantee or an affiliate of Grantee, either by act of Grantee or by operation of law, nor shall there be any "Change in Control" (as hereinafter defined) of Grantee, without the prior consent of City expressed by resolution. The aforesaid provisions of this Section shall not prohibit Grantee from using its pipelines for the purpose of transporting for other persons oil, petroleum, gas, gasoline, or other hydrocarbon substances or water, but in such event Grantee shall be responsible to City for the full performance and observance of the terms and conditions of the Franchise.

B. Any sale, lease, assignment, or transfer of the Franchise or the rights or privileges granted hereby, or any of them, except to an affiliate of Grantee, or any Change in Control of Grantee without the prior written consent of City first having been obtained, whether by operation of law or otherwise, shall be null and void. In the event of assignment or transfer to an affiliate of Grantee, Grantee shall provide written notice of such assignment or transfer within thirty (30) days.

C. City shall not unreasonably withhold its consent to a Franchise transfer or a Change in Control of Grantee. For the purpose of determining whether it shall consent to such transfer, City may inquire into the qualifications of the prospective transferee or controlling party, and Grantee shall assist City in any such inquiry. In seeking City's consent to any change of ownership or Change in Control, Grantee shall have the responsibility of ensuring that transferee completes an application in form and substance reasonably satisfactory to City. An application shall be submitted to City not less than ninety (90) days prior to the date of transfer. Grantee shall be required to establish that it is in material compliance with its Franchise. The transferee shall be required to establish that it possesses the qualifications and financial and technical capability to operate and maintain the pipeline and comply with all Franchise requirements for the remainder of the term of the Franchise. If City finds that legal, financial, character, technical, and other public interest qualities of the applicant are satisfactory and that the proposed transferee has the capability to operate and maintain the system and comply with all Franchise requirements for the then remaining term thereof, City shall consent to the transfer and assignment of the rights and obligations of such Franchise. City may condition the transfer to insure the transferee is in material compliance, and remains in material compliance, with the Franchise.

D. For purposes of Section 16.A. above, a "Change in Control" of Grantee shall be deemed to be a transfer requiring City's consent. "Change in Control" means (i) any merger, consolidation, or other reorganization of Grantee in which Grantee, or an affiliate of Grantee, is not the surviving entity; (ii) any transfer or change in ownership of fifty percent (50%) or more of the capital stock, capital accounts, equity interests, or memberships, as the case may be, of Grantee; or (iii) the sale of fifty percent (50%) or more of the market value of the assets of Grantee.

E. Notwithstanding the above, Grantee shall be entitled to pledge, encumber, or grant any security interest in the Franchise, provided that Grantee shall first notify and obtain City's consent in writing of such proposed transaction. City shall consent to such transaction, subject to the following conditions:

(1) Any consent so granted shall not be deemed a consent to such pledgee, encumbrancer, or secured party exercising any rights or prerogatives of Grantee under the Franchise, nor to its exercise of any rights or prerogatives of a holder of an ownership interest in Franchise.

(2) Any consent so granted shall not be deemed a consent to any subsequent transfer or assignment as referred to in this Section. Any such subsequent transfer or assignment shall be deemed an assignment of this Franchise within the meaning of this Section, and shall be subject to the provisions of this Section.

(3) The pledgee, encumbrancer, or secured party shall have executed and delivered to City an instrument in writing agreeing to be bound by the provisions of the Franchise.

F. The provisions of this Section shall not apply to Grantee's assignment of rights, duties, and obligations under the Franchise to any affiliate of Grantee. As used in this Franchise, the term "affiliate" shall mean an entity controlling, controlled by, or under common control with the entity to which the term applies, whether by ownership, contract, or voting control. Franchisee and the entity to whom the rights are to be assigned shall sign an assignment and assumption agreement whereby the transferee agrees to be bound by and comply with the terms of this Franchise.

**SECTION 17. RECEIVERSHIP AND FORECLOSURE.**

A. Subject to applicable provisions of the Bankruptcy Code, the Franchise shall, at the option of City, cease and terminate one hundred twenty (120) days after the appointment of a receiver or trustee to take over and conduct the business of Grantee, whether in a receivership, reorganization, bankruptcy, or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred twenty (120) days, or unless:

(1) Such receiver or trustee shall have, within one hundred twenty (120) days after his election or appointment, fully complied with all terms of the Franchise and remedied all breaches of the Franchise or provided a plan for the remedy of such breaches which is satisfactory to City; and

(2) Such receiver or trustee shall, within said one hundred twenty (120) days, execute an agreement duly approved by the court having jurisdiction, whereby such receiver or trustee assumes and agrees to be bound by each and every term, provision, and limitation of the Franchise.

B. Upon the foreclosure or other judicial sale of all or a substantial part of a pipeline system, Grantee shall notify City of such fact, and such notification shall be treated as a notification that a change in ownership of Grantee has taken place and the provisions of the Section of the Franchise governing such changes shall apply.

**SECTION 18. WAIVER OF BREACH.** No waiver of the breach of any of the covenants, agreements, restrictions, or conditions of this Franchise by City shall be construed to be a waiver or any such succeeding breach of the same or other covenants, agreements, restrictions, or conditions of the Franchise. No delay or omission of City in exercising the right, power, or remedy herein provided in the event of default shall be construed as a waiver thereof, or acquiescence therein, nor shall the acceptance of any payments made in a manner or at a time other than what is herein provided be construed as a waiver of or variation in any of the terms of the Franchise.

**SECTION 19. DEFAULT.**

A. **Default.** In the event that Grantee shall default in the performance of any of the terms, covenants, and conditions hereof, City may give written notice to Grantee of such default. In the event that Grantee does not commence the work necessary to cure such default within ten (10) business days after such notice is sent or prosecute such work diligently to completion, Grantee agrees and acknowledges that City may declare this

Franchise forfeited by giving written notice thereof to Grantee, whereupon this Franchise shall be void and the rights of the Grantee hereunder shall terminate and Grantee shall execute an instrument of surrender and deliver the same to City.

If City declares the Franchise forfeited, it may thereupon and thereafter exclude Grantee from further occupancy or use of all City streets authorized under this Franchise. A forfeiture of said Franchise shall not of itself operate to release the bond filed for said Franchise. Upon declaring a Franchise forfeited, City may elect to take and accept the bond as liquidated damages therefor and pursue any other legal remedy for any damage, loss, or injury suffered by City as a result of such breach. After forfeiture, the bond shall remain in full force and effect for a period of one (1) year unless exonerated by City. No bond shall be exonerated unless a release is obtained from City. The release shall state whether all excavations have been back filled, all obstructions removed, and whether the substratum or surface of City streets occupied or used have been placed in good and serviceable condition. Release shall not constitute a waiver of any right or remedy which City may have against Grantee or any person, firm, or corporation for any damage, loss, or injury suffered by City as a result of any work or activity performed by Grantee in the exercise of the Franchise.

B. Cumulative Remedies. No provision herein made for the purpose of securing the enforcement of the terms and conditions of the Franchise shall be deemed an exclusive remedy or to afford the exclusive procedure, for the enforcement of said terms and conditions, but the remedy and procedure herein provided, in addition to those provided by law, shall be deemed to be cumulative.

SECTION 20. SCOPE OF RESERVATION. Nothing herein contained shall ever be construed so as to exempt Grantee from compliance with all ordinances of City now in effect or which may hereafter be adopted which are not inconsistent with the terms of the Franchise. The enumeration herein of specific rights reserved shall not be construed as exclusive, or as limiting the general reservation herein made, or as limiting such rights as City may now or hereafter have in law.

SECTION 21. NOTICE. Any notice required to be given under the terms of this Franchise, the manner of service of which is not specifically provided for, may be served personally or by United States first class mail as follows:

A. Upon City, by addressing a written notice to the City Clerk of the City of Lakewood, Lakewood City Hall, 5050 Clark Avenue, Lakewood, CA 90712.

B. Upon Grantee, by addressing a written notice to Tesoro SoCal Pipeline Company, 6 Centerpointe Drive, Suite 500, La Palma, CA 90623, with a copy to 19100 Ridgewood Parkway, San Antonio, TX 78259 Attn: General Counsel.

C. For such other address as may from time to time be furnished in writing by one party to the other and depositing said notice in the United States Mail, postage prepaid.

When service of any such notice is made by mail, the time of such notice shall begin with and run from three (3) business days after the date of the deposit of same in the United States Mail.

SECTION 22. SUCCESSORS. The terms herein shall inure to the benefit of and shall bind, as the case may be, the successors and assigns of the parties hereto, subject, however, to the provisions of Section 16 hereof.

SECTION 23. INTERPRETATION. The Franchise is granted upon each and every condition herein contained, and shall be strictly construed against Grantee. Nothing shall pass by the Franchise granted hereby to Grantee unless it be granted in plain and unambiguous terms. Each of said conditions is a material and essential condition to the granting of the Franchise.

SECTION 24. FORCE MAJEURE. The time within which Grantee is obligated hereunder to construct, erect, maintain, operate, repair, renew, change the size of, and remove pipelines or other improvements shall be extended for a period of time equal in duration to and, performance in the meantime shall be excused on account of and for and during the period of any delay caused by, strikes, threats of strikes, lockouts, war, threats of war, insurrection, invasion, acts of God, calamities, violent action of the elements, fire, impossibility of obtaining materials, or other things beyond the reasonable control of Grantee.

SECTION 25. ATTORNEYS' FEES. If either party brings an action to enforce the terms of any covenant, agreement, or condition contained in the Franchise, the prevailing party in such action, trial, or appeal, shall be entitled to reasonable attorneys' fees to be paid by the losing party as fixed by the court.

SECTION 26. PUBLICATION EXPENSES. Grantee shall, pursuant to California Public Utilities Code Section 6293, pay to City a sum of money sufficient to reimburse it for all publication expenses incurred by it in connection with the granting of this Franchise; said payment to be made within thirty (30) days after City shall have furnished Grantee with a written statement of such expenses.

SECTION 27. ACCEPTANCE. The Franchise granted hereby shall not become effective until written acceptance thereof shall have been filed by Grantee with the City Clerk within thirty days of the effective date of this Ordinance.

SECTION 28. SEVERABILITY. City hereby declares that the provisions of this Ordinance are severable and if for any reason a court of competent jurisdiction shall hold any sentence, paragraph, or section of this Ordinance to be invalid, such decision shall not affect the validity of the remaining parts of this Ordinance.

SECTION 29. BUSINESS DAYS. As used in this Ordinance, the term "business days" shall mean days other than Saturdays, Sundays, and legal holidays and closures observed by City, and "days" shall mean calendar days. If the time for performance of an obligation under this Ordinance falls on other than a business day, the time for performance shall be extended to the next business day.

SECTION 30. EFFECTIVE DATE OF FRANCHISE RETROACTIVITY. This Ordinance shall be in full force and effect thirty (30) days after its adoption. All conditions precedent having first been met to make this Franchise effective and binding upon City and Grantee, the rights, privileges, limitations, restrictions, conditions, obligations, and duties granted and imposed hereby shall be retroactive to June 1, 2013, provided, however, that Grantee is deemed to be in full compliance with the requirements and conditions of this Ordinance as of the date of the adoption of this Ordinance.

SECTION 31. CERTIFICATION. The City Clerk shall certify to the adoption of this ordinance. The City Council hereby finds and determines there are no newspapers of general circulation both published and circulated within the City and, in compliance with section 36933 of the Government Code, directs the City Clerk to cause said ordinance within fifteen (15) days after its passage to be posted in at least three (3) public places within the city as established by ordinance. This ordinance shall take effect thirty (30) days after its adoption.

ADOPTED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014, BY THE FOLLOWING ROLL CALL VOTE:

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

\_\_\_\_\_  
Mayor

ATTEST:

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

EXHIBIT A

List of Pipelines

Line 43 – 7,439.29 feet – in Lakewood Boulevard from City boundary at Del Amo Boulevard to Hedda Street, and in Hedda Street from Lakewood Boulevard to City boundary west of Hayter Avenue

Line 32 – 1,113.94 feet – in Del Amo Boulevard between City boundary at Cherry Avenue and private easement

Line 34 – 4,277.55 feet – in Lakewood Boulevard between South Street and north City boundary; in Cherry Avenue between Candlewood Street and City boundary south of 52<sup>nd</sup> Street

Line E-10 – total of 292 feet – crossing at Candlewood Street at Union Pacific Railroad right-of-way between Cherry Avenue and Deeboyar Avenue; crossing of Del Amo Boulevard at Union Pacific Railroad right-of-way between Clair Del Avenue and Deeboyar Avenue; crossing Carson Street at Union Pacific Railroad right-of-way

Line E-11 – total of 292 feet – crossing at Candlewood Street at Union Pacific Railroad right-of-way between Cherry Avenue and Deeboyar Avenue; crossing of Del Amo Boulevard at Union Pacific Railroad right-of-way, between Clair Del Avenue and Deeboyar Avenue; crossing Carson Street at Union Pacific Railroad right-of-way

Line E-12 –total of 802 feet – crossing at Candlewood Street between Cherry Avenue and Deeboyar Avenue; in Cherry Avenue between Union Pacific Railroad right-of-way south of 53<sup>rd</sup> Street and City boundary south of 52<sup>nd</sup> Street

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**COUNCIL AGENDA**

May 27, 2014

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

**SUBJECT:** Utility Trucks for the Water Department

**INTRODUCTION**

The Water Resources approved budget has funds to purchase three utility trucks (two 2015 Chevrolet Silverado C2500 and one 2014 Chevrolet Silverado C1500) to support its operations at the Water Resources Department.

**STATEMENT OF FACT**

The Purchasing Officer was requested to solicit bids for the trucks based on specifications given by the Fleet Manager. Required legal notices were posted and bid packages were distributed to six potential bidders. Of the total six packages distributed, three were received by the established deadline.

On May 12, 2014, the Purchasing Officer, in the presence of the City Clerk, opened three sealed responses. The Purchasing Officer and the Fleet Manager reviewed the three bids to determine that specifications had been successfully met and the bid totals were accurate.

Following is a summary of the bids. The bid totals include sales tax and all other charges.

- |                     |              |
|---------------------|--------------|
| 1. George Chevrolet | \$100,883.92 |
| 2. Winner Chevrolet | \$103,674.35 |
| 3. Social Penske    | \$105,621.14 |

The apparent responsible and responsive low bidder meeting specifications is George Chevrolet of Bellflower, CA.

**STAFF RECOMMENDATION**

It is recommended that the City Council hold a public hearing and authorize the purchase of three utility trucks at a total contact price of \$100,883.92.

  
Diane Perkin, Director  
Administrative Services

Howard L. Chambers *by CJR*  
City Manager

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

**SUBJECT:** Amending the Rate for Bin and Special Refuse Services

**INTRODUCTION**

The contract for bin and special refuse collection and disposal services provides for an adjusted increase of 1.4 percent, based on the April-to-April CPI, to the amounts collected by the contract service provider for special bin service. The 1.4 percent is the maximum bin and special refuse rates are allowed to increase, the contract service provider may charge less, and will become effective July 1, 2014.

Attached is the resolution, which implements these adjustments as listed in Appendix A.

**STAFF RECOMMENDATION**

It is recommended that the City Council adopt the attached Resolution, which adjusts the amounts collected by the contractor for special bin services

  
Diane Perkin  
Director of Administrative Services

Howard L. Chambers  
City Manager

*by CJR*

RESOLUTION NO. 2014-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
LAKEWOOD ADJUSTING THE MAXIMUM FEES OR  
CHARGES FOR BIN AND SPECIAL REFUSE SERVICE

WHEREAS, the City of Lakewood (the "City") and B-Z Disposal company (the "Contractor") did, on February 26, 2002, and on July 1, 2009 enter into an agreement for refuse collection; and

WHEREAS, the Agreement provides for an escalation rate to said maximum cap commencing July 1, 2009, and each fiscal year thereafter commencing on July 1, based on the April-to-April C.P.I. (Consumer Price Index), to be prepared by the Director of Administrative Services; and

WHEREAS, on June 10, 2003, the City Council approved the assignment of the Agreement for Solid Waste Collection from B-Z Disposal Services, Inc., to EDCO Waste Services, LLC, effective July 1, 2003.

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

SECTION 1. The Director of Administrative Services finds that the escalation rate is 1.400 percent.

SECTION 2. The fees or charges for bin and special service set forth in Appendix A, attached hereto, have been adjusted by the Director of Administrative Services based on the escalation rate. Said adjusted fees or charges shall be effective on July 1, 2014, and shall be the maximum fees or charges collected by the Contractor for special bin service.

SECTION 3. The City Clerk shall certify to the adoption of this Resolution, and the same shall be effective as of the 1st day of July, 2014.

ADOPTED AND APPROVED THIS 27TH DAY OF MAY, 2014.

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Mayor

ATTEST:

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City Clerk

Appendix A  
 BIN AND SPECIAL REFUSE SERVICE  
 MAXIMUM RATE SCHEDULE

Effective July 1, 2014

Service	Maximum Fee
<i>Trash or Split Bin (½ Trash- ½ Recycle)</i>	
1 Pickup Per Week, 3 yard bin	\$119.18 per month
2 Pickup Per Week, 3 yard bin	\$186.39 per month
3 Pickup Per Week, 3 yard bin	\$253.47 per month
4 Pickup Per Week, 3 yard bin	\$320.55 per month
5 Pickup Per Week, 3 yard bin	\$387.81 per month
6 Pickup Per Week, 3 yard bin	\$455.04 per month
Lock Lids	\$19.30 per month
Automated Trash/Recycle Cart -1 x Week	\$46.24 per month
Automated Trash/Recycle Cart -2 x Week	\$92.49 per month
Extra Automated Trash or Recycle Cart	\$9.91 per cart per dump
Compactor Bins 1 x F/L	\$258.52
Compactor Bins 2 x F/L	\$404.36
Compactor Bins 3 x F/L	\$549.81
Compactor Bins 4 x F/L	\$695.27
Compactor Bins 5 x F/L	\$841.13
Compactor Bins 6 x F/L	\$986.94
Extra Pickups (Excluding Sundays)	\$57.83
Sunday Pickups	\$85.31
Steam Clean Bins	\$64.40
Roll Off Compactors	\$673.04
Steam Clean Compactors	\$152.93
Bin Roll Out Service Over 50 Feet 1 x	\$25.75 per bin
Bin Roll Out Service Over 50 Feet 2 x	\$51.49 per bin
Bin Roll Out Service Over 50 Feet 3 x	\$77.26 per bin
Bin Roll Out Service Over 50 Feet 4 x	\$103.01 per bin
Bin Roll Out Service Over 50 Feet 5 x	\$128.77 per bin
Bin Roll Out Service Over 50 Feet 6 x	\$154.52 per bin
Scout Service 1x per week	\$29.52 per bin
Scout Service 2x per week	\$59.03 per bin
Scout Service 3x per week	\$88.55 per bin
Scout Service 4x per week	\$118.06 per bin
Scout Service 5x per week	\$147.58 per bin
Scout Service 6x per week	\$177.10 per bin
Bin Roll Off Containers (Recycling)	\$297.79 plus disposal fee
Shared Bin Usage	\$4.43 per month
Roll-Off Container	\$474.83 per bin
3 Yard Recycling Bins 1x per week	\$43.62
3 Yard Recycling Bins 2x per week	\$74.79
3 Yard Recycling Bins 3x per week	\$105.96
3 Yard Recycling Bins 4x per week	\$137.12
3 Yard Recycling Bins 5x per week	\$160.84
3 Yard House Bin – No dirt or concrete	\$104.64 per bin
1 Yard House Bin – Dirt and concrete	\$104.64 per bin
Automated Recycling Carts 1x per week	\$21.31
Additional Carts 1x per week	\$7.00
Automated Recycling Carts 2x per week	\$42.62
Additional Carts 2x per week	\$14.00
Bulky Item Pick-up (One Item)	\$13.05
Bulky Item Pick-up (2-4 additional items)	\$10.44 per item

Commencing July 1, 2010, and each fiscal year thereafter, the City Council shall by resolution adjust said maximum cap based on an April-to-April C.P.I. The adjustment shall be prepared by the Director of Finance.

Bad Check Fee: \$25.00

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

**SUBJECT:** Purchase of Play Equipment and Surfacing for San Martin Park

### **INTRODUCTION**

The Director of Recreation and Community Services and the Director of Public Works have determined a need to replace the play equipment and surfacing at San Martin Park. The current equipment has reached end of life.

Staff recommends the procurement of the Little Tikes Commercial play equipment through an existing purchasing cooperative contract.

### **STATEMENT OF FACT**

Staff obtained a turn-key proposal for the suitable play equipment and the Spectraturf pour in place surfacing from Playpower LT Farmington. Demolition of the existing play equipment and installation of the new equipment and surfacing are also contained in the bid. Playpower, which manufactures the Little Tikes Commercial brand, is the one of the largest manufacturers of recreational products in the US and it has been dedicated to providing the highest levels of quality, safety and customer service for over 30 years. Little Tikes Commercial, of course, is a leading recognized brand of outdoor commercial playground equipment focused on innovative and developmentally appropriate children's play events while promoting healthy minds and bodies.

Little Tikes Commercial/Playpower was awarded contract #022113-LTS by the National Joint Powers Alliance (NJPA) for the sale of a full line of commercial playground and recreation related equipment, supplies, accessories and services. National Joint Powers Alliance (NJPA) is a public agency that serves as a member-focused cooperative for over 50,000 member agencies nationally. NJPA offers a multitude of cooperatively contracted products, equipment and service opportunities to education and government entities throughout the country. The City of Lakewood is a member of the NJPA.

The grand total amount from Little Tikes Commercial/Playpower is \$354,630.07, inclusive of taxes, delivery, demolition and installation. Park Dedication Fees will be used to fund the purchase.

Our Purchasing Policy authorizes the purchase through any governmental entity that substantially adheres to our procedures for the purchase of supplies and equipment.

In addition to the play area equipment, a project concept has been developed to renovate the entry at the northwest corner of the park. The old rock and concrete plaza will be demolished, and a new entry walkway, seating, and monument sign will be constructed along with a new treatment for the San Martin statue. The plans and specifications for this project will be prepared by Architect Randy Meyer under his on-call agreement, and the cost of the improvements and design services have been included with the budget for the project.

**RECOMMENDATION**

Staff recommends that the City Council

1. Hold a public hearing and approve the use of Park Dedication Fees for the purchase of demolition and installation of play equipment and surfacing at San Martin Park at a contract price of \$354,630.07 from Little Tikes Commercial/Playpower,
2. Appropriate a total of \$427,000 for the entire project, including the entry design and improvements.



Diane Perkin  
Director of Administrative Services

Howard L. Chambers *by lfy*  
City Manager

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# Reports

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

**SUBJECT:** Funding Agreement with Metro –Improvements at Intersection of Del Amo and Lakewood

**INTRODUCTION**

The Los Angeles County Metropolitan Transportation Authority (LACMTA) has proposed a Funding Agreement to provide a grant of Measure R Funds for intersection improvements at Del Amo and Lakewood Boulevards.

**STATEMENT OF FACT**

Metro completed a Feasibility Study which analyzed improvement alternatives for congestion hot spots along the SR-91, I-605, and I-405 corridors. Conceptual geometric plans, cost estimates and a preliminary environmental review were prepared for each of the "Hot Spots". The intersection of Del Amo and Lakewood Boulevards was identified as a "Hot Spot".

The LACMTA Board, at its March 27, 2014 meeting, programmed \$1,000,000 in Measure R Funds for FY14 to the City for the Del Amo Boulevard at Lakewood Boulevard Intersection Improvements Project. Also at this meeting, \$2,320,000 was programmed for FY15 for a total project funding of \$3,320,000.

The Funding Agreement herein is for Project Approval and Environmental Documentation (PA&ED). There will be a future agreement for design and construction. The City is responsible for PA&ED using the allocated funding. The consulting engineering firm of Willdan has an agreement with the City of Lakewood to assist with various engineering matters and has submitted a proposal to provide PA&ED services for the project for a fee of \$149,915.

The project will construct an additional left-turn lane in each direction, widen the west side of Lakewood Boulevard as it crosses the open drainage channel south of Del Amo Boulevard, modify the traffic signal and other related work. The construction phase is estimated to begin in late 2015 and take about 6 months.

**RECOMMENDATION**

That the City Council

1. Approve a Funding Agreement with Los Angeles County Metropolitan Transportation Authority that designates \$3,320,000 for improvements to the intersection of Del Amo and Lakewood Boulevards and authorize the City Manager to sign the agreement subject to approval of form by the City Attorney, and
2. Authorize staff to execute Willdan's proposal to provide Project Approval and Environmental Documentation services under their existing Agreement for Engineering Services, for the Intersection Improvement Project at Del Amo and Lakewood Boulevards, in an amount of \$149,915.

Lisa Ann Rapp *LAR*  
Director of Public Works

Howard L. Chambers *by [Signature]*  
City Manager

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

**SUBJECT:** 2014 Summer Programs/Summer Catalog

**INTRODUCTION**

The Summer Recreation Catalog was delivered to Lakewood homes on Saturday, May 24 and Professor Fun, Lakewood’s long-time summer mascot, will guide residents through the hundreds of recreation programs and special events offered to help residents fill their summer calendar.

**STATEMENT OF FACTS**

The 48-page Summer Catalog uses photos, graphics, and exciting descriptions to promote classes, excursions, concerts, camps, sports, and aquatics. This year’s marketing premise is structured around the iconic “Greetings from...” postcards. Starting with the catalog cover, this will create a visual nod towards the City’s past while celebrating the great state of Lakewood at present.

To provide an overview of the summer schedule, the following headings highlight the variety of activities offered.

**CONTRACT CLASSES**

Over 655 classes will be offered this summer through the recreation catalog. Some new classes include: Adult Programs: On Sauté, Piano for You, Beginning Quilting, and Dog Fun: Canine Agility Training. Youth Programs: Sound Start Reading and the summer debut of Bartkus Gymnastics Academy Program.

**SUMMER CONCERTS IN THE PARK**

The Summer Concerts in the Park program offers eight weekly concerts featuring Country, Rock, and Rhythm & Blues music and will begin Thursday, June 19. In recognition of the city’s 60<sup>th</sup> Anniversary, the concert line-up will be celebrating music across the past six decades. The free concerts will be held at Del Valle Park from 6:30-8:00 p.m. Residents are encouraged to bring the entire family and enjoy an evening of music.

The following is the schedule for the 2014 Summer Concert Series:

June 19	The Smokin’ Cobras	50’s
June 26	Stone Soul	60’s
July 3	Jungle Boogie	70’s
July 10	Knyght Ryder	80’s
July 17	In the Mixx	90’s
July 24	Doo Wah Riders	Country
July 31	The Answer	Classic Rock
August 7	Hollywood U2	Tribute Band

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**2014 Summer Programs/Summer Catalog**  
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**FINALLY IT'S FRIDAY**

“Finally It’s Friday” events are back. This popular series of youth special events and family programs planned on Fridays throughout the summer are an affordable way for residents to enjoy being active together.

<u>DAY</u>	<u>DATE</u>	<u>TIME</u>	<u>EVENT</u>
Friday	June 27	7 p.m. – 10 p.m.	Movie Night @ Monte Verde
Friday	July 11	6 p.m. – 10 p.m.	Family Game Night @ Youth Center
Friday	July 11	7 p.m. – 9 p.m.	Family Swim Night at MC Pool
Friday	July 18	7 p.m. – 9 p.m.	Shakespeare by the Sea @ MV
Friday	July 25	6:30 p.m. – 8 p.m.	FUN-Tastic Family Night @ Centre
Friday	August 1	7 p.m. – 9 p.m.	Family Swim Night at MC Pool
Friday	August 8	7 p.m. – 10 p.m.	Movie Night @ Monte Verde
Friday	August 15	11 a.m. – 2 p.m.	Summer Splash @ San Martin
Friday	August 22	6:30 p.m. – 8 p.m.	FUN-Tastic Family Night @ Centre
Friday	August 29	6 p.m. – 10 p.m.	Parent’s Night Out @ Youth Center

**LAKWOOD YOUTH SPORTS**

The Lakewood Youth Sports summer season consists of t-ball, boys baseball, and girls softball. Teams will be organized at each park with over 1,200 youths participating on 100 teams.

Registration	May 17-25
Practice dates	June 1 – 20
Opening Day	June 21
Regular season concludes	August 7
Family Play Day/Awards	August 9
Playoffs	August 11-16

**CIVIC CENTER BLOCK PARTY**

Since 2004, the city has presented the Civic Center Block Party in an effort to bring residents and their families together to enjoy family entertainment, food, and a professional fireworks display. This year’s event is slated for Saturday, June 28 from 4 p.m. to 9:30 p.m. on Clark Avenue between Del Amo Blvd. and Candlewood Street. This event continues to be a popular family attraction with an estimated attendance of 25,000 participants and spectators each year. Event components will again include the following:

- A Family Fun Zone with kids’ amusements and carnival games
- “A Taste of Lakewood” featuring popular Lakewood eateries
- Live entertainment
- A Beverage Garden for guests 21 and older

**Council Agenda**  
**2014 Summer Programs/Summer Catalog**  
**May 27, 2014**  
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- Information and promotional giveaways from Lakewood Center businesses
- A professional fireworks display

**AQUATICS**

The summer aquatics season promises to be a busy one. Entering its fifth summer in practice, the online registration for swim lessons through eCatalog is the preferred method for participants to access aquatic classes, saving staff time and more importantly creating a customer friendly service expediting wait times and ease of use. Lakewood residents are given priority registration beginning Tuesday, June 3 at 7 p.m. for Swim Session 1, which takes place June 23–July 3.

Mayfair Pool opens for pre-summer weekend recreational swim sessions beginning May 24. Weekday recreation swim sessions will begin with a modified schedule June 16-20 at Mayfair Pool. The full daily schedule for both Mayfair and McCormick Pools will begin on Saturday, June 21 and run through Labor Day, with Mayfair continuing recreation swim sessions on weekends until the end of September.

Schedule:

Recreation Swim:

1-2:30 p.m. & 2:45-4:15 p.m.

Daily (7 days/week), both pools

Family Swim for residents:

6:30-8 p.m.

Monday, Wednesday, Friday at Mayfair Pool

Wading pools are a fun place for youngsters, ages 3–7, to keep cool, splash, and play. Wading pools are free and are opened weekends, Saturday, May 24 through Sunday, September 28 from 11 a.m.–4 p.m. Weekday operation begins Monday, June 16 and concludes Monday, September 1.

Schedule for wading pools June 16 – September 1 (“X” indicates days open)

WADING POOL	SUN	MON	TU	WED	TH	FRI	SAT
Mayfair Park	X	X	X	X	X	X	X
San Martin Park	X	X		X		X	X
Del Valle Park	X	X		X		X	X
Palms Park 	X	X	X	X	X	X	X
Boyar Park	X		X		X		X
Bloomfield Park	X		X		X		X

**Council Agenda**  
**2014 Summer Programs/Summer Catalog**  
**May 27, 2014**  
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This summer, the department will again maintain an augmented wading pool schedule on Wednesday evenings. "Wading Pool Wednesdays," invites residents to enjoy wading pool fun at Boyar, Del Valle, Mayfair, and San Martin Parks from 5 p.m. – 7 p.m. on Wednesday evenings from June 18 to August 27.

**SUMMARY**

Lakewood's parks and community centers will continue the tradition of offering recreational opportunities and special events for residents this summer. Seasonal classes and sports programs for youth, adults, and seniors invite residents to learn a new skill, increase their physical fitness routine and stay connected. Family programs and special events provide opportunities for children and their families to have memorable experiences. Lastly, aquatic programs give residents a place to cool off during the summer months and provide the resource of teaching young people how to swim.

Lisa Litzinger, Director  
Recreation & Community Services



Howard L. Chambers  
City Manager



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*Housing  
Successor*

**CITY OF LAKEWOOD SUCCESSOR AGENCY - HOUSING  
FUND SUMMARY 5/8/2014**

In accordance with section 2521 of the Lakewood Municipal Code there is presented herewith a summary of obligations to be paid by voucher 46 through 46. Each of the following demands has been audited by the Director of Administrative Services and approved by the City Manager.

3901	HOUSING SUCCESSOR AGENCY	64.00
		<hr/>
		<b>64.00</b>

Council Approval

\_\_\_\_\_

Date

\_\_\_\_\_

City Manager

Attest

\_\_\_\_\_

City Clerk

\_\_\_\_\_

Director of Administrative Services

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

<u>CHECK #</u>	<u>CHECK DATE</u>	<u>VEND #</u>	<u>VENDOR NAME</u>	<u>GROSS</u>	<u>DISC.</u>	<u>CHECK AMOUNT</u>
46	05/08/2014	40572	CHICAGO TITLE CO	64.00	0.00	64.00
			<b>Totals:</b>	<u>64.00</u>	<u>0.00</u>	<u>64.00</u>

**CITY OF LAKEWOOD SUCCESSOR AGENCY - HOUSING  
FUND SUMMARY 5/15/2014**

In accordance with section 2521 of the Lakewood Municipal Code there is presented herewith a summary of obligations to be paid by voucher 47 through 47. Each of the following demands has been audited by the Director of Administrative Services and approved by the City Manager.

3901	HOUSING SUCCESSOR AGENCY	18,000.00
		<hr/>
		<b>18,000.00</b>

Council Approval

\_\_\_\_\_

Date

\_\_\_\_\_

City Manager

Attest

\_\_\_\_\_

City Clerk

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Director of Administrative Services

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

<u>CHECK #</u>	<u>CHECK DATE</u>	<u>VEND #</u>	<u>VENDOR NAME</u>	<u>GROSS</u>	<u>DISC.</u>	<u>CHECK AMOUNT</u>
47	05/15/2014	4609	PARK. HELENE AND	18,000.00	0.00	18,000.00
			<b>Totals:</b>	<u>18,000.00</u>	<u>0.00</u>	<u>18,000.00</u>