

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

September 8, 2020, 7:30 p.m.

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

**CALL TO ORDER**

**INVOCATION:**

**PLEDGE OF ALLEGIANCE:**

**ROLL CALL:** Mayor Todd Rogers  
Vice Mayor Jeff Wood  
Council Member Steve Croft  
Council Member Ariel Pe  
Council Member (vacant)

**ANNOUNCEMENTS AND PRESENTATIONS:**

Presentation in Celebration of Cerritos College's 65th Anniversary

Presentation Regarding National Preparedness Month

**ROUTINE ITEMS:**

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

RI-1 MEETING MINUTES - Staff recommends City Council approve Minutes of the Meetings held April 14, 2020

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

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

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

## **City Council Agenda**

September 8, 2020

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

- RI-5 APPOINTMENT TO PROJECT SHEPHERD BOARD - Staff recommends City Council reappoint Thaddeus McCormack, City Manager to the Project Shepherd Board for an additional term of three years, to September 2023, and extend the Project Shepherd Board terms of Jose Gomez, Director of Administrative Services and Valarie Frost, Director of Recreation and Community Services to September 2023.
- RI-6 RENEWAL OF AGREEMENT FOR CATERED EVENTS AT MONTE VERDE PARK WITH TGIS CATERING SERVICES, INC. - Staff recommends City Council authorize Mayor to approve the renewed agreement, subject to approval as to form by City Attorney, with TGIS Catering Services, Inc., to provide food and beverage services at Monte Verde Park for the period of October 9, 2020, through October 8, 2022.
- RI-7 TWELFTH AMENDMENT TO RECREATION LEASE FOR LAKEWOOD EQUESTRIAN CENTER - Staff recommends City Council approve the twelfth amendment to recreation lease with Sandie Mercer Ranch, Inc. with the term of the lease ending October 31, 2020; and authorize Mayor to execute "Twelfth Amendment to City of Lakewood Recreation Lease for the Lakewood Equestrian Center," subject to approval of City Attorney as to form of the amendment.
- RI-8 APPROPRIATION OF AIR QUALITY MANAGEMENT DISTRICT (AQMD) FUNDS - Staff recommends City Council authorize appropriation of \$28,000 in AQMD Fund reserves for the purpose of purchasing a hybrid-fuel vehicle.
- RI-9 RESOLUTION NO. 2020-51; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD ADDING A JOB CLASSIFICATION AND AMENDING EXISTING PAY RATE IN ATTACHMENT B OF RESOLUTION NO 2020-15 - Staff recommends City Council adopt proposed resolution.

### **REPORTS:**

- 3.1 REPORT ON COMMUNITY DIALOGUE
- 3.2 CONSIDERATION OF ACTION TO FILL CITY COUNCIL VACANCY - Staff recommends that the City Council take action to fill the City Council vacancy resulting from the resignation of Council Member DuBois, by either appointment or calling a Special Election.

### **ORAL COMMUNICATIONS:**

### **ADJOURNMENT**

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

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

# Routine Items



# Minutes

## Lakewood City Council

### Adjourned Regular Meeting held April 14, 2020

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At 6:30 p.m. on April 14, 2020, in the Pan American Room, 5050 Clark Avenue, Lakewood, California, the City Clerk was present.

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

The City Clerk immediately declared the Meeting adjourned due to lack of a quorum.

Respectfully submitted,

Jo Mayberry, CMC  
City Clerk



# Minutes

## Lakewood City Council

### Regular Meeting held April 14, 2020

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**MEETING WAS CALLED TO ORDER** at 7:30 p.m. by Mayor Rogers in the Weingart Ballroom at the Civic Center, 5000 Clark Avenue, Lakewood, California.

**INVOCATION** was offered by Council Member Steve Croft

**PLEDGE OF ALLEGIANCE** was led by Mayor Todd Rogers

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

Mayor Rogers stated that during this ongoing health emergency, an unprecedented time in history, the City Council was permitted to continue meeting, provided all safety protocols were being met. He urged all residents and businesses to continue to observe and abide by emergency regulations. He also encouraged them to support each other, family members, friends and neighbors.

### **MARCH 3, 2020 GENERAL MUNICIPAL ELECTION DECLARING RESULTS OF THE ELECTION**

The City Clerk reported that the canvass of votes for the March 3, 2020, General Municipal Election had been completed by the Los Angeles County Registrar-Recorder/County Clerk. She reported that 22,932 ballots had been cast, and that the successful candidates were Jeff Wood and Ariel Pe and Measure L was adopted by a majority of the voters. It was the recommendation of staff that the City Council adopt Resolution No. 2020-7, declaring the election results.

Mayor Rogers congratulated Jeff Wood and Ariel Pe on their successful campaigns and election. He also commended all of the candidates for the civility they displayed throughout the campaign. He stated that although he could not really celebrate a tax increase, the passage of Measure L would remedy a dire budget situation forced upon the City by the State. He thanked all of the residents who had taken the time to come to community meetings to hear the facts about the Measure, to offer their opinions and to vote. He assured residents that the City Council had already begun to take steps to ensure that the new tax funds would be spent in the best possible way for the community.

**MARCH 3, 2020 GENERAL MUNICIPAL ELECTION - Continued**

Council Member Croft expressed appreciation to the Lakewood Neighbors In Support of Measure L advocacy group led by Don Waldie and Kirk Real, for coordinating the hundreds of volunteers who worked very hard to get information about the Measure out to the community. He noted that the Measure had passed by a solid majority in every precinct in the City.

Vice Mayor Wood stated that he echoed Council Member Croft's comments and thanked the residents of Lakewood for putting their faith and trust in the City Council's leadership.

Council Member DuBois thanked the voters for their support of Measure L and expressed her commitment to using the funds wisely for the greatest benefit to the community.

COUNCIL MEMBER CROFT MOVED AND COUNCIL MEMBER DUBOIS SECONDED TO ADOPT RESOLUTION NO. 2020-7, DECLARING THE RESULTS OF THE ELECTION.

RESOLUTION NO. 2020-7; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD, CALIFORNIA, RECITING THE FACT OF THE GENERAL MUNICIPAL ELECTION HELD IN SAID CITY ON MARCH 3, 2020 DECLARING THE RESULTS THEREOF, AND SUCH OTHER MATTERS AS PROVIDED BY LAW

UPON ROLL CALL VOTE, THE MOTION WAS APPROVED:

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

NAYS: COUNCIL MEMBERS: None

**FAREWELL TO OUTGOING COUNCIL MEMBER RON PIAZZA**

Mayor Rogers introduced a video produced by Lakewood's CityTV documenting Council Member Piazza's service on the City Council. He presented a poster which highlighted the "I Made A Difference" campaign logo, a creative and memorable initiative established by Council Member Piazza during his term as mayor. The wording on the poster read, "Mayor and Council Member Ron Piazza. You have made an indelible difference in Lakewood with your leadership and community engagement. Thank you for exemplifying good stewardship and for your many years of service." Mayor Rogers closed by expressing his own pleasure at serving on the City Council with Council Member Piazza.

Council Member DuBois noted that Council Member Piazza had made a great difference for the City of Lakewood and thanked him for giving his heart and soul to service to the City.

Council Member Croft stated that having served on several tough committees with Council Member Piazza, it had not only been a wonderful experience, but had produced great results. He thanked him for his friendship and service.

#### **FAREWELL TO OUTGOING COUNCIL MEMBER RON PIAZZA - Continued**

Vice Mayor Wood stated that when it came to making a difference, Ron Piazza himself had been the one making that difference. He expressed his thanks for the good advice and friendship shared with Council Member Piazza.

City Manager Thaddeus McCormick characterized outgoing Council Member Piazza as representing the best of Lakewood and voiced his pleasure at having the opportunity to work for and with him.

Council Member Piazza expressed his thanks and pleasure at the video presentation. He noted that he had grown up in Lakewood and built his business in the City and stated that serving as Mayor and Council Member had been the honor of his life. He thanked his Council colleagues, the City Manager and staff for continuing the tradition of the best managed city in California.

#### **ADMINISTRATION OF THE OATH OF OFFICE**

The City Clerk administered the Oath of Office to Council Members-elect Jeff Wood and Ariel Pe. Each Council Member signed the oath and was presented with a Certificate of Election.

Vice Mayor Wood stated that with social distancing and taking the oath of office via telephone, times were anything but ordinary. He thanked his wife, Mary Jane, and daughters, Kaitlin and Courtney, who were present with him, for their support. He thanked the voters for their confidence in his re-election to a third term, and promised to continue to work on their behalf to preserve the character of the community for all generations to enjoy.

Council Member Ariel Pe acknowledged his wife, Carmina Pe, for her support, as well as his daughter, Natalia, and his parents. He stated that he felt blessed to have the opportunity to be part of the team to make sure that the community was safe, whole and alive; and to have a voice to look out for family, friends and the community. He thanked the people who had provided assistance to his election campaign and concluded by thanking the residents of Lakewood for supporting his election, stating he was truly humbled and honored to serve.

#### **ANNOUNCEMENTS AND PRESENTATIONS:**

Mayor Rogers announced that the meeting would be adjourned in memory of Alan Faust, better known as "Big Al," who had played the piano on Friday nights at Lakewood's Me-n-Ed's Pizza over the last 35 years. He announced that the meeting would also be adjourned in memory of former South Gate City Council Member Henry Gonzalez.

Mayor Rogers announced that April was "DMV Donate Life" month in Lakewood, to encourage people to designate themselves as organ donors. He advised that the issue had been brought to the City's attention by local resident Maria Jimenez, who had become an ambassador for the cause upon the death of her son, and his enduring legacy as an organ donor.

**ROUTINE ITEMS:**

COUNCIL MEMBER CROFT MOVED AND COUNCIL MEMBER DUBOIS SECONDED TO APPROVE ROUTINE ITEMS 1 THROUGH 6.

RI-1 Approval of Minutes of the Meeting held December 10, 2019

RI-2 Approval of Personnel Transactions

RI-3 Approval of Registers of Demands

RI-4 Report of City Council Committees' Activities

RI-5 RESOLUTION NO. 2020-8; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION FOR IMPLEMENTATION OF A LOCAL TRANSACTION AND USE TAX

RI-6 RESOLUTION NO. 2020-9; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD AUTHORIZING THE EXAMINATION OF TRANSACTIONS (SALES) AND USE TAX RECORDS

UPON ROLL CALL VOTE, THE MOTION WAS APPROVED:

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

NAYS: COUNCIL MEMBERS: None

**3.1 • AMENDING THE JOINT EXERCISE OF POWERS AGREEMENT FOR THE SOUTHEAST LOS ANGELES COUNTY WORKFORCE DEVELOPMENT BOARD**

Assistant City Manager Paolo Beltran gave a report based on the memo in the agenda and stated that Lakewood, along with the cities of Downey, Norwalk, Bellflower, Cerritos, Hawaiian Gardens and Artesia, formed the Southeast Los Angeles County Workforce Development Board (SELACO WDB) to work with local businesses and with job seekers regarding employment opportunities. He advised that the City of Paramount had expressed the desire to leave their current WDB and join with the SELACO member cities. In order to complete the process, each of the member cities was required to approve the Sixth Amendment and restate the Joint Exercise of Powers of Agreement. It was the recommendation of staff that the City Council adopt the proposed resolution to admit the City of Paramount to the SELACO WDB.

Vice Mayor Wood stated that as the City's representative on the SELACO Board and current Policy Board Chair, he had seen the good work done to provide jobs and job training locally and that all of the member cities were in support of Paramount joining.

### **3.1 • AMENDING THE JOINT EXERCISE OF POWERS AGREEMENT FOR THE SELACO WDB - Continued**

RESOLUTION NO. 2020-11; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD APPROVING THE SIXTH AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT FOR THE SOUTHEAST LOS ANGELES COUNTY WORKFORCE DEVELOPMENT BOARD (SELACO WDB) FOR WORKFORCE DEVELOPMENT SERVICES

VICE MAYOR WOOD MOVED AND COUNCIL MEMBER CROFT SECONDED TO ADOPT RESOLUTION NO. 2020-11. UPON ROLL CALL VOTE, THE MOTION WAS APPROVED:

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

NAYS: COUNCIL MEMBERS: None

### **3.2 • COVID-19 UPDATE, CITY EVENT IMPACTS & BUDGET ADJUSTMENTS**

The City Manager gave a report based on the memo in the agenda and stated that to date, there were forty-two known COVID-19 cases in the City of Lakewood, that over 2,500 positive cases had been identified in the County of Los Angeles and that only about twenty-five percent required hospitalization, meaning that local medical resources had not been overwhelmed. He reported that a new, drive-up testing facility, one of twenty-seven throughout the County, would be opening at the Civic Center in Bellflower. He stated that in an extraordinary time, City staff had been meeting the challenge in extraordinary ways and encouraged residents to go to the City's website for complete, updated information. He advised that the County Health Officer's "Safer at Home" order had been extended through May 15th and that all essential businesses would be required to have employees wear face coverings and all customers entering said businesses to also wear face coverings, beginning April 15th. He reported that in light of the continuation of the order, staff was recommending that the City Council cancel the annual Pan American Fiesta originally scheduled for May 7. Additionally, it was recommended that the Public Safety Expo, scheduled for June 13th be delayed and consolidated with the Emergency Preparedness Fair on September 26th. He also requested that the City Council authorize an appropriation for the additional expenditures required by the virus. He noted that the City would be eligible for some funding relief. It was the recommendation of staff that the City Council receive and file the report, cancel the 2020 Pan American Fiesta, reschedule the Public Safety Expo, and approve a budget appropriation of \$151,200 for COVID-19 related expenditures.

Vice Mayor Wood thanked the City Manager, staff and first responders for keeping the City running during the pandemic; and also the Public Information Officer, Bill Grady, for providing consistent, accurate and timely information to Lakewood residents. He further noted that there were many stories about neighbors helping neighbors and spoke of how encouraging it was to see the community rallying around one another.

### **3.2 • COVID-19 UPDATE - Continued**

Responding to a question from Council Member DuBois, the City Manager confirmed that all regular recreation programming had been suspended and would remain so through May 15th.

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

AYES: COUNCIL MEMBERS: Croft, DuBois, Wood, Pe and Rogers  
NAYS: COUNCIL MEMBERS: None

### **SUCCESSOR HOUSING ACTIONS**

#### **1. Approval of Registers 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, Pe and Rogers  
NAYS: COUNCIL MEMBERS: None

**ORAL COMMUNICATIONS:** None

At 8:21 p.m., a moment silence was observed in memory of Allen "Big Al" Faust and former South Gate City Council Member Henry Gonzalez.

### **CLOSED SESSION:**

At 8:36 p.m., Mayor Rogers announced that the City Council would recess to a closed session.

CONFERENCE WITH LABOR NEGOTIATORS – Pursuant to Government Code §54957.6  
Agency Designated Representative: City Manager, Office of the City Attorney and Liebert Cassidy Whitmore, Director of Finance and Administrative Services, Deputy City Manager, Human Resources Manager, Personnel Technician  
Employee Organization: Lakewood City Employees' Association

At 9:11 p.m., the City Council reconvened. No action was taken.

City Council Minutes

April 14, 2020

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**ADJOURNMENT**

There being no further business to be brought before the City Council, Mayor Rogers adjourned the meeting at 9:11 p.m. to Tuesday, April 28, 2020, at 5:00 p.m. in the Weingart Ballroom.

Respectfully submitted,

Jo Mayberry, CMC  
City Clerk


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

**COUNCIL AGENDA**  
September 8, 2020

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

**SUBJECT:** Report of Personnel Transactions

<u>Name</u>	<u>Title</u>	<u>Schedule</u>	<u>Effective Date</u>
<b>1. FULL-TIME EMPLOYEES</b>			
<b>A. Appointments</b>			
Elizabeth Moreno	Senior Account Clerk	10A	09/01/2020
<b>B. Changes</b>			
None			
<b>C. Separations</b>			
Karen Mahr	Senior Clerk	6A	07/13/2020
<b>2. PART-TIME EMPLOYEES</b>			
<b>A. Appointments</b>			
Codi Weisz	Water Resources Intern I	B	08/24/2020
<b>B. Changes</b>			
None			
<b>C. Separations</b>			
James Hartman	Community Services Specialist	B	08/27/2020
Doug Smith	Maintenance Services Aide	B	08/23/2020

  
Thaddeus McCormack  
City Manager

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

**CITY OF LAKEWOOD  
FUND SUMMARY 8/20/2020**

In accordance with section 2521 of the Lakewood Municipal Code there is presented herewith a summary of obligations to be paid by voucher 99011 through 99129. Each of the following demands has been audited by the Director of Administrative Services and approved by the City Manager.

1010	GENERAL FUND	1,549,987.26
1030	CDBG CURRENT YEAR	31,375.00
1070	RETIREE BENEFITS	574.00
1622	LA CNTY MEASURE M	800.64
1640	BEV CONTAINER REC GRANT	10,363.54
5020	CENTRAL STORES	1,717.00
5030	FLEET MAINTENANCE	10,578.96
7500	WATER UTILITY FUND	51,534.51
8030	TRUST DEPOSIT	338.75
		<hr/>
		<b>1,657,269.66</b>

Council Approval

\_\_\_\_\_

Date

\_\_\_\_\_

City Manager

Attest

\_\_\_\_\_

City Clerk

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Director of Administrative Services

# CITY OF LAKEWOOD SUMMARY CHECK REGISTER

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
99011	08/18/2020	42031	HOME DEPOT	13,721.70	0.00	13,721.70
99012	08/20/2020	4300	CAL-RECYCLE	10,363.54	0.00	10,363.54
99013	08/20/2020	51331	CERRITOS POOL SUPPLY	6.55	0.00	6.55
99014	08/20/2020	42031	HOME DEPOT	335.67	0.00	335.67
99015	08/20/2020	4180	JONES RICHARD D. A PROF LAW CORP	5,503.77	0.00	5,503.77
99016	08/20/2020	58741	LANDSCAPE STRUCTURES INC	9,130.48	0.00	9,130.48
99017	08/20/2020	271	LOS ANGELES CO DEPT OF HEALTH SVCS	2,486.00	0.00	2,486.00
99018	08/20/2020	21600	LOS ANGELES CO SHERIFFS DEPT	912,354.87	0.00	912,354.87
99019	08/20/2020	4446	MIDAMERICA ADMIN & RETIREMENT	574.00	0.00	574.00
99020	08/20/2020	65659	PHASE II SYSTEMS INC	2,876.75	0.00	2,876.75
99021	08/20/2020	5362	SOUTHWEST VALVE & EQUIPMENT. INC.	7,777.79	0.00	7,777.79
99022	08/20/2020	3943	WATERLINE TECHNOLOGIES INC	2,712.98	0.00	2,712.98
99023	08/20/2020	37745	WESTERN EXTERMINATOR CO	115.00	0.00	115.00
99024	08/20/2020	35146	WILLDAN ASSOCIATES	38.75	0.00	38.75
99025	08/20/2020	4551	ACCOUNTING PRINCIPALS. INC	2,886.16	0.00	2,886.16
99026	08/20/2020	50163	AMERICAN PUBLIC WORKS ASSN	260.00	0.00	260.00
99027	08/20/2020	5322	N. HARRIS COMPUTER CORPORATION	23,778.00	0.00	23,778.00
99028	08/20/2020	443	B&M LAWN AND GARDEN INC	30.59	0.00	30.59
99029	08/20/2020	66044	BENNETT-BOWEN & LIGHTHOUSE INC	121.60	0.00	121.60
99030	08/20/2020	4389	BEST ROLL UP DOOR INC	6,950.00	0.00	6,950.00
99031	08/20/2020	66457	BRENNTAG PACIFIC INC	1,374.41	0.00	1,374.41
99032	08/20/2020	51331	CERRITOS POOL SUPPLY	254.43	0.00	254.43
99033	08/20/2020	45894	CINTAS CORPORATION	60.94	0.00	60.94
99034	08/20/2020	57070	CITY LIGHT & POWER LKWD INC	3,935.00	0.00	3,935.00
99035	08/20/2020	5214	CLEANCOR HOLDINGS LLC	465.00	0.00	465.00
99036	08/20/2020	5368	CAMERON WELDING SUPPLY	461.12	0.00	461.12
99037	08/20/2020	53451	COMMUNITY FAMILY GUIDANCE CTR	750.00	0.00	750.00
99038	08/20/2020	5200	DAHLIN GROUP. INC.	260.00	0.00	260.00
99039	08/20/2020	27200	DICKSON R F CO INC	45,836.43	0.00	45,836.43
99040	08/20/2020	5340	DOXIM INC.	7,881.25	0.00	7,881.25
99041	08/20/2020	5229	DUNRITE PEST CONTROL INC.	260.00	0.00	260.00
99042	08/20/2020	60797	DUTHIE POWER SERVICES INC	616.25	0.00	616.25
99043	08/20/2020	3199	EDCO WASTE SERVICES LLC	442,837.33	0.00	442,837.33
99044	08/20/2020	4435	ELLIOTT AUTO SUPPLY COMPANY INC	307.30	0.00	307.30
99045	08/20/2020	3946	FERGUSON ENTERPRISES INC	951.70	0.00	951.70
99046	08/20/2020	4947	FILE KEEPERS. LLC	21.40	0.00	21.40
99047	08/20/2020	63519	FLUE STEAM INC	218.00	0.00	218.00
99048	08/20/2020	5182	FRED ALLEN ENTERPRISES. INC.	794.28	0.00	794.28
99049	08/20/2020	5343	GALLS PARENT HOLDINGS. LLC	433.79	0.00	433.79
99050	08/20/2020	59433	GANAHL LUMBER COMPANY	25.00	0.00	25.00
99051	08/20/2020	34788	GEORGE CHEVROLET	180.00	0.00	180.00
99052	08/20/2020	33150	GRAINGER W W INC	42.78	0.00	42.78
99053	08/20/2020	5257	GRANITE TELECOMMUNICATIONS. LLC	87.65	0.00	87.65
99054	08/20/2020	5272	GREENE BACKFLOW	560.00	0.00	560.00

# CITY OF LAKEWOOD

## SUMMARY CHECK REGISTER

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
99055	08/20/2020	35477	HARA M LAWNMOWER CENTER	54.75	0.00	54.75
99056	08/20/2020	49031	HDL COREN & CONE	4,875.00	0.00	4,875.00
99057	08/20/2020	42031	HOME DEPOT	3,481.21	0.00	3,481.21
99058	08/20/2020	4622	JHM SUPPLY INC	559.03	0.00	559.03
99059	08/20/2020	59873	JJS PALOMO'S STEEL INC	37.49	0.00	37.49
99060	08/20/2020	4180	JONES RICHARD D. A PROF LAW CORP	19,427.50	0.00	19,427.50
99061	08/20/2020	53365	KENNY'S AUTO SERVICE	422.00	0.00	422.00
99062	08/20/2020	2956	KICK IT UP KIDZ. LLC	55.25	0.00	55.25
99063	08/20/2020	18300	LAKEWOOD CHAMBER OF COMMERCE	1,833.33	0.00	1,833.33
99064	08/20/2020	53311	LAKEWOOD MEALS ON WHEELS	875.00	0.00	875.00
99065	08/20/2020	18550	LAKEWOOD. CITY OF	200.00	0.00	200.00
99066	08/20/2020	4783	LANDCARE HOLDINGS INC	7,807.92	0.00	7,807.92
99067	08/20/2020	2409	LIFTECH ELEVATOR SERVICES INC	780.00	0.00	780.00
99068	08/20/2020	21300	LOS ANGELES CO FIRE DEPT	4,795.00	0.00	4,795.00
99069	08/20/2020	66074	R AND I HOLDING INC	52.92	0.00	52.92
99070	08/20/2020	52344	MMASC	90.00	0.00	90.00
99071	08/20/2020	64333	MOSES-CALDERA. ISABEL	104.00	0.00	104.00
99072	08/20/2020	4443	O'REILLY AUTOMOTIVE STORES INC	1,295.69	0.00	1,295.69
99073	08/20/2020	47554	OFFICE DEPOT BUSINESS SVCS	63.50	0.00	63.50
99074	08/20/2020	50512	PATHWAYS VOLUNTEER HOSPICE	750.00	0.00	750.00
99075	08/20/2020	5360	PAYMENTUS CORPORATION	8,617.89	0.00	8,617.89
99076	08/20/2020	4956	ROSS AVIATION INVESTMENT. LLC	3,881.11	0.00	3,881.11
99077	08/20/2020	41691	SAFETY-KLEEN CORP	903.57	0.00	903.57
99078	08/20/2020	3153	SECTRAN SECURITY INC	154.10	0.00	154.10
99079	08/20/2020	5197	SIGNAL HILL AUTO ENTERPRISES INC.	761.59	0.00	761.59
99080	08/20/2020	5230	SITEONE LANDSCAPE SUPPLY. LLC	1,741.95	0.00	1,741.95
99081	08/20/2020	52279	SMART & FINAL INC	13.22	0.00	13.22
99082	08/20/2020	26900	SO CALIF SECURITY CENTERS INC	67.60	0.00	67.60
99083	08/20/2020	4368	SPECIALTY TIRES LLC	65.20	0.00	65.20
99084	08/20/2020	1676	U S TELEPACIFIC CORP	1,288.42	0.00	1,288.42
99085	08/20/2020	59074	UNITED RENTALS NORTHEAST INC	941.27	0.00	941.27
99086	08/20/2020	4718	UNITED WATER WORKS INC	912.41	0.00	912.41
99087	08/20/2020	3134	VIRTUAL GRAFFITI INC	865.65	0.00	865.65
99088	08/20/2020	33200	WALTERS WHOLESALE ELECTRIC CO	1,164.34	0.00	1,164.34
99089	08/20/2020	5155	WATER SYSTEM SERVICES LLC	175.00	0.00	175.00
99090	08/20/2020	3943	WATERLINE TECHNOLOGIES INC	9,819.65	0.00	9,819.65
99091	08/20/2020	17640	WAXIE ENTERPRISES INC	597.34	0.00	597.34
99092	08/20/2020	40925	WEST COAST ARBORISTS INC	35,512.73	0.00	35,512.73
99093	08/20/2020	37745	WESTERN EXTERMINATOR CO	57.50	0.00	57.50
99094	08/20/2020	49425	ACURITY SPECIALTY PRODUCTS INC	539.95	0.00	539.95
99095	08/20/2020	5279	ZUMAR INDUSTRIES. INC.	800.64	0.00	800.64
99096	08/20/2020	3699	CHHANN. TUOK	1,000.00	0.00	1,000.00
99097	08/20/2020	3699	EM. OEUM	1,000.00	0.00	1,000.00
99098	08/20/2020	3699	GERBER. KIMBERLY	1,000.00	0.00	1,000.00

# CITY OF LAKEWOOD

## SUMMARY CHECK REGISTER

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
99099	08/20/2020	3699	GRANT. JOSEPH	130.68	0.00	130.68
99100	08/20/2020	3699	HAN. KI	1,000.00	0.00	1,000.00
99101	08/20/2020	3699	HOANG. MARY	1,000.00	0.00	1,000.00
99102	08/20/2020	3699	HOMSI. NAHED	1,000.00	0.00	1,000.00
99103	08/20/2020	3699	HUYNH. CAM	1,000.00	0.00	1,000.00
99104	08/20/2020	3699	IVIE. STEPHANIE	1,000.00	0.00	1,000.00
99105	08/20/2020	3699	JAROSZ. KRISTIN	1,000.00	0.00	1,000.00
99106	08/20/2020	3699	JEMISON. ERICA	1,000.00	0.00	1,000.00
99107	08/20/2020	3699	KIM. JUM	1,000.00	0.00	1,000.00
99108	08/20/2020	3699	KIM. TEKMU Y	1,000.00	0.00	1,000.00
99109	08/20/2020	3699	LAM. CHRIS	1,000.00	0.00	1,000.00
99110	08/20/2020	3699	LEE. JESSE	1,000.00	0.00	1,000.00
99111	08/20/2020	3699	LIGHTFOOT. ERIN	520.00	0.00	520.00
99112	08/20/2020	3699	MANSOUR. SAMEH	1,000.00	0.00	1,000.00
99113	08/20/2020	3699	MAYER NICK. SUELLEN	1,000.00	0.00	1,000.00
99114	08/20/2020	3699	MURILLO. BORIS	1,000.00	0.00	1,000.00
99115	08/20/2020	3699	NGUYEN. BICH LAN	1,000.00	0.00	1,000.00
99116	08/20/2020	3699	NGUYEN. THANH	1,000.00	0.00	1,000.00
99117	08/20/2020	3699	PABICO. OSCAR	1,000.00	0.00	1,000.00
99118	08/20/2020	3699	PARRA. BRIANA	240.00	0.00	240.00
99119	08/20/2020	3699	PATEL. CHANDRAKANT	1,000.00	0.00	1,000.00
99120	08/20/2020	3699	PERAZA. CINDY LEAL	1,000.00	0.00	1,000.00
99121	08/20/2020	3699	QUINTERO. GRISELDA	1,000.00	0.00	1,000.00
99122	08/20/2020	3699	RICHARDSON. WILLIE	1,000.00	0.00	1,000.00
99123	08/20/2020	3699	ROHR. SCOTT	1,000.00	0.00	1,000.00
99124	08/20/2020	3699	RUAN. FRANCISCO	1,000.00	0.00	1,000.00
99125	08/20/2020	3699	RUIZ. MARINA	200.00	0.00	200.00
99126	08/20/2020	3699	SUKSOMPOTH. NOPPAWAN	1,000.00	0.00	1,000.00
99127	08/20/2020	3699	YAMAUCHI. DAVID	1,000.00	0.00	1,000.00
99128	08/20/2020	3699	YAMSUK. SUPAKORN	100.00	0.00	100.00
99129	08/20/2020	3699	YANG. XI YONG	1,000.00	0.00	1,000.00
<b>Totals:</b>				<u>1,657,269.66</u>	<u>0.00</u>	<u>1,657,269.66</u>

**CITY OF LAKEWOOD  
FUND SUMMARY 8/27/2020**

In accordance with section 2521 of the Lakewood Municipal Code there is presented herewith a summary of obligations to be paid by voucher 99130 through 99210. Each of the following demands has been audited by the Director of Administrative Services and approved by the City Manager.

1010	GENERAL FUND	225,139.82
1020	CABLE TV	2,120.96
1050	COMMUNITY FACILITY	15,697.86
1621	LA CNTY MEASURE R	22,795.82
1640	BEV CONTAINER REC GRANT	300.00
3001	CAPITAL IMPROV PROJECT FUND	39,254.33
3070	PROPOSITION "C"	1,704.52
5020	CENTRAL STORES	6,914.87
5030	FLEET MAINTENANCE	17,953.14
6020	GEOGRAPHIC INFORMATION SYSTEM	57.88
7500	WATER UTILITY FUND	21,589.07
8020	LOCAL REHAB LOAN	1,817.00
8030	TRUST DEPOSIT	89.36
		<hr/>
		<b>355,434.63</b>

Council Approval

\_\_\_\_\_  
Date

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

Attest

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

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

# CITY OF LAKEWOOD

## SUMMARY CHECK REGISTER

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
99130	08/27/2020	4684	AMAZON.COM LLC	6,580.37	0.00	6,580.37
99131	08/27/2020	1813	BIOMETRICS4ALL INC	4,778.80	0.00	4,778.80
99132	08/27/2020	5343	GALLS PARENT HOLDINGS. LLC	2,085.19	0.00	2,085.19
99133	08/27/2020	33150	GRAINGER W W INC	395.33	0.00	395.33
99134	08/27/2020	50740	INTERNAL REVENUE SERVICE	2,227.58	0.00	2,227.58
99135	08/27/2020	19710	LINCOLN EQUIPMENT INC	173.38	0.00	173.38
99136	08/27/2020	3564	LONG BEACH. CITY OF	2,413.70	0.00	2,413.70
99137	08/27/2020	4443	O'REILLY AUTOMOTIVE STORES INC	60.63	0.00	60.63
99138	08/27/2020	47554	OFFICE DEPOT BUSINESS SVCS	50.85	0.00	50.85
99139	08/27/2020	65659	PHASE II SYSTEMS INC	1,898.66	0.00	1,898.66
99140	08/27/2020	5199	PETTY CASH/ANDREW CAMACHO	377.82	0.00	377.82
99141	08/27/2020	29400	SOUTHERN CALIFORNIA EDISON CO	116.62	0.00	116.62
99142	08/27/2020	4972	CHARTER COMMUNICATIONS HOLDINGS. LLC	5,174.35	0.00	5,174.35
99143	08/27/2020	66245	TYLER TECHNOLOGIES MUNIS DIVISION	800.00	0.00	800.00
99144	08/27/2020	1437	U S BANK NATIONAL ASSOCIATION	1,267.14	0.00	1,267.14
99145	08/27/2020	17640	WAXIE ENTERPRISES INC	76.65	0.00	76.65
99146	08/27/2020	35146	WILLDAN ASSOCIATES	49,821.65	0.00	49,821.65
99147	08/27/2020	4842	A T & T CORP	257.41	0.00	257.41
99148	08/27/2020	4644	AGRI-TURF DISTRIBUTING	405.04	0.00	405.04
99149	08/27/2020	2701	AIRE RITE A/C & REFRIGERATION INC	6,027.87	0.00	6,027.87
99150	08/27/2020	4551	ACCOUNTING PRINCIPALS. INC	4,337.05	0.00	4,337.05
99151	08/27/2020	5131	ALLISON MECHANICAL. INC.	3,247.00	0.00	3,247.00
99152	08/27/2020	58000	AMERICAN TRUCK & TOOL RENTAL INC	164.33	0.00	164.33
99153	08/27/2020	51721	C A P I O	580.00	0.00	580.00
99154	08/27/2020	307	CALIF. STATE DISBURSEMENT UNIT	405.80	0.00	405.80
99155	08/27/2020	45894	CINTAS CORPORATION	70.44	0.00	70.44
99156	08/27/2020	4776	CORELOGIC. INC.	34.75	0.00	34.75
99157	08/27/2020	4361	CN SCHOOL AND OFFICE SOLUTIONS INC	435.91	0.00	435.91
99158	08/27/2020	63991	DELL SERVICE SALES	988.00	0.00	988.00
99159	08/27/2020	5242	EEC ACOUISITION LLC	817.35	0.00	817.35
99160	08/27/2020	4435	ELLIOTT AUTO SUPPLY COMPANY INC	48.33	0.00	48.33
99161	08/27/2020	5182	FRED ALLEN ENTERPRISES. INC.	531.35	0.00	531.35
99162	08/27/2020	4884	FRONTIER CALIFORNIA INC.	2,877.97	0.00	2,877.97
99163	08/27/2020	5343	GALLS PARENT HOLDINGS. LLC	26.43	0.00	26.43
99164	08/27/2020	59433	GANAHL LUMBER COMPANY	7,998.81	0.00	7,998.81
99165	08/27/2020	58088	GEOSCIENCE SUPPORT SERVICES INC	1,605.00	0.00	1,605.00
99166	08/27/2020	52540	GONSALVES JOE A & SON	4,526.00	0.00	4,526.00
99167	08/27/2020	35477	HARA M LAWNMOWER CENTER	746.99	0.00	746.99
99168	08/27/2020	5386	HARBINGER HORIZON	3,721.57	0.00	3,721.57
99169	08/27/2020	42031	HOME DEPOT	461.29	0.00	461.29
99170	08/27/2020	41897	HOSE-MAN THE	166.05	0.00	166.05
99171	08/27/2020	4622	JHM SUPPLY INC	702.41	0.00	702.41
99172	08/27/2020	4180	JONES RICHARD D. A PROF LAW CORP	706.50	0.00	706.50
99173	08/27/2020	2956	KICK IT UP KIDZ. LLC	1,300.00	0.00	1,300.00

# CITY OF LAKEWOOD SUMMARY CHECK REGISTER

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
99174	08/27/2020	55469	LAKEWOOD CITY EMPLOYEE ASSOCIATION	1,920.00	0.00	1,920.00
99175	08/27/2020	18550	LAKEWOOD. CITY OF	89.36	0.00	89.36
99176	08/27/2020	43017	LARSEN. DEBRA	91.26	0.00	91.26
99177	08/27/2020	5201	NACHREINER. MATTHEW JASON	700.00	0.00	700.00
99178	08/27/2020	4443	O'REILLY AUTOMOTIVE STORES INC	442.52	0.00	442.52
99179	08/27/2020	5360	PAYMENTUS CORPORATION	82.55	0.00	82.55
99180	08/27/2020	51171	PERS LONG TERM CARE PROGRAM	70.64	0.00	70.64
99181	08/27/2020	42922	POLYDOROS. STEVE	300.00	0.00	300.00
99182	08/27/2020	45437	S & J SUPPLY CO	1,445.34	0.00	1,445.34
99183	08/27/2020	65297	S.T.E.A.M.	16,907.76	0.00	16,907.76
99184	08/27/2020	47141	STEARNS CONRAD & SCHMIDT CONSLT ENG	2,985.97	0.00	2,985.97
99185	08/27/2020	52279	SMART & FINAL INC	352.79	0.00	352.79
99186	08/27/2020	5022	MWB COPY PRODUCTS. INC.	115.76	0.00	115.76
99187	08/27/2020	29400	SOUTHERN CALIFORNIA EDISON CO	109,906.42	0.00	109,906.42
99188	08/27/2020	29500	SOUTHERN CALIFORNIA GAS CO	4,924.41	0.00	4,924.41
99189	08/27/2020	4368	SPECIALTY TIRES LLC	70.02	0.00	70.02
99190	08/27/2020	52610	SWANK MOTION PICTURES INC	685.00	0.00	685.00
99191	08/27/2020	4086	TALLAL. INC.	4,500.00	0.00	4,500.00
99192	08/27/2020	5305	TRUMAN ARNOLD COMPANIES	12,592.43	0.00	12,592.43
99193	08/27/2020	60685	TURF STAR	724.42	0.00	724.42
99194	08/27/2020	1437	U S BANK NATIONAL ASSOCIATION	30,851.08	0.00	30,851.08
99195	08/27/2020	64652	CELLCO PARTNERSHIP	4,036.77	0.00	4,036.77
99196	08/27/2020	3943	WATERLINE TECHNOLOGIES INC	1,277.81	0.00	1,277.81
99197	08/27/2020	1939	WAYNE HARMEIER INC	689.86	0.00	689.86
99198	08/27/2020	40925	WEST COAST ARBORISTS INC	21,592.60	0.00	21,592.60
99199	08/27/2020	35146	WILLDAN ASSOCIATES	14,060.00	0.00	14,060.00
99200	08/27/2020	3699	BROOKS. TRAINEL	105.00	0.00	105.00
99201	08/27/2020	3699	CAKEBREAD. JENNIFER	10.00	0.00	10.00
99202	08/27/2020	3699	CALLOWAY. SANDRA	86.44	0.00	86.44
99203	08/27/2020	3699	KISVARDAY. MATTHEW	20.00	0.00	20.00
99204	08/27/2020	3699	PELLICANO. AUBREY	2.00	0.00	2.00
99205	08/27/2020	3699	REVICZKY. ANALAINE MEJALA	30.00	0.00	30.00
99206	08/27/2020	3699	RIDDLE. MEGAN	80.00	0.00	80.00
99207	08/27/2020	3699	SANCHEZ. ADOLFO	132.00	0.00	132.00
99208	08/27/2020	3699	SAUCEDO. CYNTHIA	30.00	0.00	30.00
99209	08/27/2020	3699	SOLOMON. DIANE	219.05	0.00	219.05
99210	08/27/2020	3699	WESTERN HEATING. A/C & PLUMBING	1,817.00	0.00	1,817.00
<b>Totals:</b>				<u>355,434.63</u>	<u>0.00</u>	<u>355,434.63</u>

**CITY OF LAKEWOOD  
SUMMARY ACH/WIRE REGISTER AUG 2020**

<b>ACH date</b>	<b>Amount</b>	<b>Recipient</b>	<b>Purpose</b>	<b>Period</b>
8/3/20	14,050.74	VOYA	VOYA 401(a)	Jul 12-25, 2020
8/3/20	8,778.55	PARS via U.S. Bank	stackable plan	Jul 12-25, 2020
8/3/20	26,672.70	VOYA	VOYA 457 & ROTH	Jul 12-25, 2020
8/3/20	4,217.96	MidAmerica	ARS aka APPLE	Jul 12-25, 2020
8/5/20	97,134.23	CalPERS	PERS Health	August 2020
8/7/20	100,611.66	CalPERS	PERS contribution	Jul 12-25, 2020
8/12/20	99,221.66	IRS via F&M	Fed taxes	Jul 26-Aug 8, 2020
8/13/20	3,888.50	F&A Fed C/U	employee savings account	Jul 26-Aug 8, 2020
8/13/20	6,422.00	Southland C/U	employee savings account	Jul 26-Aug 8, 2020
8/13/20	3,425.00	PARS via U.S. Bank	excess stackable plan	Jul 26-Aug 8, 2020
8/13/20	26,892.02	EDD	State taxes	Jul 26-Aug 8, 2020
8/13/20	4,212.82	MidAmerica	ARS aka APPLE	Jul 26-Aug 8, 2020
8/13/20	15,544.17	VOYA	VOYA 401(a)	Jul 26-Aug 8, 2020
8/13/20	5,480.95	PARS via U.S. Bank	stackable plan	Jul 26-Aug 8, 2020
8/13/20	24,377.70	VOYA	VOYA 457 & ROTH	Jul 26-Aug 8, 2020
8/21/20	101,065.11	CalPERS	PERS contribution	Jul 26-Aug 8, 2020
8/25/20	59,984.26	City Light & Power	monthly maint fee	August 2020
8/26/20	99,553.33	IRS via F&M	Fed taxes	Aug 9-22, 2020
8/27/20	3,888.50	F&A Fed C/U	employee savings account	Aug 9-22, 2020
8/27/20	6,422.00	Southland C/U	employee savings account	Aug 9-22, 2020
8/27/20	27,198.66	EDD	State taxes	Aug 9-22, 2020
8/28/20	13,527.85	VOYA	VOYA 401(a)	Aug 9-22, 2020
8/28/20	8,925.23	PARS via U.S. Bank	stackable plan	Aug 9-22, 2020
8/28/20	24,377.70	VOYA	VOYA 457 & ROTH	Aug 9-22, 2020
8/28/20	3,893.83	MidAmerica	ARS aka APPLE	Aug 9-22, 2020

Council Approval

\_\_\_\_\_  
Date

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

Attest:

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

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Director of Finance & Administrative Services

**CITY OF LAKEWOOD**  
**FUND SUMMARY 09/03/2020**

In accordance with section 2521 of the Lakewood Municipal Code there is presented herewith a summary of obligations to be paid by voucher 99211 through 99291. Each of the following demands has been audited by the Director of Administrative Services and approved by the City Manager.

1010	GENERAL FUND	224,760.24
1020	CABLE TV	417.70
1030	CDBG CURRENT YEAR	1,000.00
1050	COMMUNITY FACILITY	857.50
1070	RETIREE BENEFITS	200,233.00
3000	AIR QUALITY IMPROVEMENT	34,045.76
3001	CAPITAL IMPROV PROJECT FUND	482,536.01
3070	PROPOSITION "C"	111.29
5020	CENTRAL STORES	5,024.08
5030	FLEET MAINTENANCE	9,562.12
7500	WATER UTILITY FUND	102,915.11
8020	LOCAL REHAB LOAN	775.00
8030	TRUST DEPOSIT	16,645.40
		<hr/>
		<b>1,078,883.21</b>

Council Approval

\_\_\_\_\_  
Date

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

Attest

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

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

# CITY OF LAKEWOOD SUMMARY CHECK REGISTER

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
99211	08/31/2020	5182	FRED ALLEN ENTERPRISES. INC.	109.99	0.00	109.99
99212	08/31/2020	5343	GALLS PARENT HOLDINGS. LLC	364.79	0.00	364.79
99213	08/31/2020	18400	LAKEWOOD. CITY WATER DEPT	24,491.48	0.00	24,491.48
99214	08/31/2020	3699	WILDLIFE ARTISTS. INC.	684.52	0.00	684.52
99215	09/03/2020	50223	A.W.W.A.	600.00	0.00	600.00
99216	09/03/2020	2701	AIRE RITE A/C & REFRIGERATION INC	440.00	0.00	440.00
99217	09/03/2020	4551	ACCOUNTING PRINCIPALS. INC	2,010.55	0.00	2,010.55
99218	09/03/2020	1700	ALLIED REFRIGERATION INC	495.81	0.00	495.81
99219	09/03/2020	35016	ASSOCIATED SOILS ENGINEERING INC	8,480.00	0.00	8,480.00
99220	09/03/2020	443	B&M LAWN AND GARDEN INC	158.38	0.00	158.38
99221	09/03/2020	5158	BANNER BANK	21,871.48	0.00	21,871.48
99222	09/03/2020	5112	BELLFLOWER AUTOMOTIVE HECTOR	636.88	0.00	636.88
99223	09/03/2020	4978	CALIFORNIA FOUNDATION FOR THE	104.00	0.00	104.00
99224	09/03/2020	5382	CANNON CORPORATION	44,098.99	0.00	44,098.99
99225	09/03/2020	36824	CARWOOD HAND CARWASH & DETAIL CTR. LLC	120.00	0.00	120.00
99226	09/03/2020	988	CDW LLC	3,080.36	0.00	3,080.36
99227	09/03/2020	45894	CINTAS CORPORATION	132.40	0.00	132.40
99228	09/03/2020	5335	CUMMINS INC.	182.20	0.00	182.20
99229	09/03/2020	57945	DELL MARKETING LP	11,789.95	0.00	11,789.95
99230	09/03/2020	4043	DIAMOND ENVIRONMENTAL SERVICES LP	238.95	0.00	238.95
99231	09/03/2020	4660	ZW USA INC.	307.34	0.00	307.34
99232	09/03/2020	60797	DUTHIE POWER SERVICES INC	2,395.12	0.00	2,395.12
99233	09/03/2020	5225	FAIRWAY FORD SALES. INC.	31,545.76	0.00	31,545.76
99234	09/03/2020	66217	MAGNASYNC-MOVIOLA CORP	267.70	0.00	267.70
99235	09/03/2020	61688	FULL COMPASS SYSTEMS LTD	678.16	0.00	678.16
99236	09/03/2020	5343	GALLS PARENT HOLDINGS. LLC	265.61	0.00	265.61
99237	09/03/2020	5304	GDL BEST CONTRACTORS. INC.	107,898.34	0.00	107,898.34
99238	09/03/2020	34788	GEORGE CHEVROLET	975.58	0.00	975.58
99239	09/03/2020	33150	GRAINGER W W INC	71.00	0.00	71.00
99240	09/03/2020	58838	HANSON AGGREGATES LLC	175.00	0.00	175.00
99241	09/03/2020	65575	HAP'S AUTO PARTS	99.42	0.00	99.42
99242	09/03/2020	35477	HARA M LAWNMOWER CENTER	798.26	0.00	798.26
99243	09/03/2020	4880	HODGE PRODUCTS INC.	645.49	0.00	645.49
99244	09/03/2020	4622	JHM SUPPLY INC	80.00	0.00	80.00
99245	09/03/2020	4180	JONES RICHARD D. A PROF LAW CORP	598.22	0.00	598.22
99246	09/03/2020	64510	KRAUSE. DIANN	273.14	0.00	273.14
99247	09/03/2020	53311	LAKEWOOD MEALS ON WHEELS	3,822.10	0.00	3,822.10
99248	09/03/2020	69	LAKEWOOD PROJECT SHEPHERD	12,823.30	0.00	12,823.30
99249	09/03/2020	55467	LAWSON PRODUCTS INC	65.78	0.00	65.78
99250	09/03/2020	21600	LOS ANGELES CO SHERIFFS DEPT	37,432.71	0.00	37,432.71
99251	09/03/2020	60037	LOS ANGELES ENGINEERING. INC	415,558.03	0.00	415,558.03
99252	09/03/2020	63809	MACAULAY. CHRISTINA	150.00	0.00	150.00
99253	09/03/2020	4887	MATHESON TRI-GAS. INC.	54.97	0.00	54.97
99254	09/03/2020	57391	MINI COACH INC	300.00	0.00	300.00

# CITY OF LAKEWOOD SUMMARY CHECK REGISTER

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
99255	09/03/2020	4443	O'REILLY AUTOMOTIVE STORES INC	1,920.70	0.00	1,920.70
99256	09/03/2020	47554	OFFICE DEPOT BUSINESS SVCS	2,063.78	0.00	2,063.78
99257	09/03/2020	5016	P & R PAPER SUPPLY COMPANY. INC.	160.13	0.00	160.13
99258	09/03/2020	1615	PFM ASSET MANAGEMENT LLC	3,188.86	0.00	3,188.86
99259	09/03/2020	4374	PITNEY BOWES INC	149.99	0.00	149.99
99260	09/03/2020	4658	R&S OVERHEAD DOORS OF SOUTH BAY	450.00	0.00	450.00
99261	09/03/2020	45437	S & J SUPPLY CO	109.40	0.00	109.40
99262	09/03/2020	5379	SERVICEWEAR APPAREL INC.	148.65	0.00	148.65
99263	09/03/2020	5197	SIGNAL HILL AUTO ENTERPRISES INC.	1,420.24	0.00	1,420.24
99264	09/03/2020	62286	J R SIMPLOT COMPANY	976.74	0.00	976.74
99265	09/03/2020	5230	SITEONE LANDSCAPE SUPPLY. LLC	7,402.14	0.00	7,402.14
99266	09/03/2020	52279	SMART & FINAL INC	321.96	0.00	321.96
99267	09/03/2020	26900	SO CALIF SECURITY CENTERS INC	738.45	0.00	738.45
99268	09/03/2020	36658	SOUTH COAST A.O.M.D.	1,239.30	0.00	1,239.30
99269	09/03/2020	29400	SOUTHERN CALIFORNIA EDISON CO	54,904.06	0.00	54,904.06
99270	09/03/2020	4368	SPECIALTY TIRES LLC	132.79	0.00	132.79
99271	09/03/2020	60685	TURF STAR	298.41	0.00	298.41
99272	09/03/2020	4356	U S BANK PARS ACCT #6746022500	200,233.00	0.00	200,233.00
99273	09/03/2020	5284	UNIFIRST CORPORATION	1,107.63	0.00	1,107.63
99274	09/03/2020	5371	VIDEO VOICE DATA COMMUNICATIONS	2,500.00	0.00	2,500.00
99275	09/03/2020	3943	WATERLINE TECHNOLOGIES INC	2,053.47	0.00	2,053.47
99276	09/03/2020	17640	WAXIE ENTERPRISES INC	360.21	0.00	360.21
99277	09/03/2020	62628	WELLS C. PIPELINE MATERIALS	1,851.10	0.00	1,851.10
99278	09/03/2020	2279	AMERICAN PACIFIC PRINTERS COLLEGES	4,642.80	0.00	4,642.80
99279	09/03/2020	35146	WILLDAN ASSOCIATES	47,857.50	0.00	47,857.50
99280	09/03/2020	5320	WILLIAMS. MICHELLE	58.61	0.00	58.61
99281	09/03/2020	3699	CASTELLANO. MELISSA	10.00	0.00	10.00
99282	09/03/2020	3699	HOMESHIELD PEST CONTROL	775.00	0.00	775.00
99283	09/03/2020	3699	KINGSTON. SHANOVA	136.00	0.00	136.00
99284	09/03/2020	3699	KNOX. MALISA	132.00	0.00	132.00
99285	09/03/2020	3699	KURIAN. LORI	1,000.00	0.00	1,000.00
99286	09/03/2020	3699	LISING. CHRISTINE OR LISING. RADITO	1,130.34	0.00	1,130.34
99287	09/03/2020	3699	MELLIZ. DENIS	605.00	0.00	605.00
99288	09/03/2020	3699	SEOUEIRA. LISA	66.00	0.00	66.00
99289	09/03/2020	3699	STAMPER. RONALD	605.00	0.00	605.00
99290	09/03/2020	3699	WALKER. NATHANIEL OR WALKER. DRU	142.19	0.00	142.19
99291	09/03/2020	3699	WILSON. LLOYD	620.00	0.00	620.00
Totals:				<u>1,078,883.21</u>	<u>0.00</u>	<u>1,078,883.21</u>

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

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

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

## **INTRODUCTION**

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

## **STATEMENT OF FACT**

### **On August 10, 2020, the Water Resources Committee met and discussed:**

An Interconnection with Bellflower-Somerset Mutual Water Company (BSMWC):

- Due to the potential water quality and supply challenges, it is mutually beneficial to construct an interconnection between Lakewood and BSMWC systems.
- Slides were presented illustrating the proposed location on Clark, north of Ashworth.
- A draft agreement has been shared with BSMWC for review and input.

A Summary of Fiscal Year 2019-2020 Water Supply:

- Sales to Long Beach greatly attributed to the overall water revenue in FY 19-20.
- A report of a quick analysis on the water consumption of two varying commercial accounts revealed a slight increase in demand for the businesses that remained open, and a significant decrease in usage for the businesses that had to shut down during the onset of the COVID-19 pandemic.

An Update on the Well 28 Equipping Project:

- Cannon Corporation, the contracting consultant, provided a preliminary design report.
- Slides displayed designs similar to that of Well 27 with regard to below and above ground equipment.
- A discussion regarding site fencing and security measures for Well 28.

An Update on Well 13 Water Quality and Treatment:

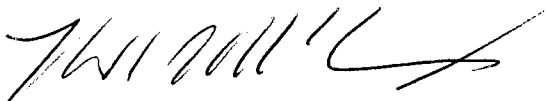
- A treatment is needed to reduce certain constituents in the well.
- Test data from a recent pilot study resulted in selection of design and location of additional treatment equipment such as a tank, vessels and a chemical building.
- A feasibility study will be conducted for site survey and site utilization.

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

- Staff's continued efforts in streamlining back office operations and are finding that a full-time Accounting Technician position is better suited to aid in all other areas of billing and accounting processes instead of the previously approved part-time position.
- A cost comparison of vendor services pre- and post-Fathom.

**RECOMMENDATION**

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

A handwritten signature in black ink, appearing to read 'Thaddeus McCormack', with a stylized flourish at the end.

Thaddeus McCormack  
City Manager

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

## **COUNCIL AGENDA**

September 8, 2020

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

**SUBJECT:** Appointments to the Lakewood Project Shepherd Board

### **INTRODUCTION**

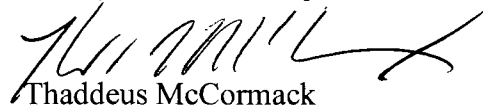
The Lakewood Project Shepherd nonprofit corporation has a Board of Directors comprised of seven members. Three represent the Lakewood Rotary Club, three represent the City of Lakewood Municipality, and the remaining member comes from the Lakewood Community. Board members serve three-year terms.

City Manager, Thaddeus McCormack, is the current Board Member and President of the Board and is nearing the end of his three-year term. Director of Recreation and Community Services, Valarie Frost, is the current Board Member and Secretary of the Board and will end her three-year term in May 2021. Director of Administrative Services, Jose Gomez is the current Board Member and Chief Financial Officer and his term will end in February 2021. In order to align term expiration dates for the members of the board from the City of Lakewood, an extension of Valarie Frost's and Jose Gomez's term is requested.

### **RECOMMENDATION**

It is recommended that the City Council of the City of Lakewood reappoint Thaddeus McCormack, City Manager to the Project Shepherd Board for an additional term of three years, to September 2023, and extend the Project Shepherd Board terms of Jose Gomez, Director of Administrative Services and Valarie Frost, Director of Recreation and Community Services to September 2023.

Valarie Frost, Director   
Recreation and Community Services

  
Thaddeus McCormack  
City Manager

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## COUNCIL AGENDA

September 8, 2020

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

**SUBJECT:** Renewal of Agreement for Catered Events at Monte Verde Park with TGIS Catering Services, Inc.

### INTRODUCTION

Since the renovation of Monte Verde Park in 2001, the park has served as a premiere event space for the City of Lakewood and Lakewood residents. The facility's welcoming Craftsman-style cabin and the lush turf and landscape, with native flora, attract a variety of events, including weddings, anniversary parties, bridal and baby showers, as well as executive presentations and meetings. During the initial two years of the agreement, TGIS successfully offered two events at Monte Verde with an additional three being cancelled due to COVID-19.

### STATEMENT OF FACT

At the Park Development Committee meeting, held July 20, 2018, staff provided a report regarding provision of Monte Verde Park for limited and advanced reservations for catered events by TGIS. Having heard the presentation from staff, the Park Development Committee directed staff to enter into discussions with TGIS, on a mutually beneficial contract agreement, for limited and advanced reservation use of Monte Verde Park for privately catered events.

As stated in the introduction, Monte Verde Park is an event space at which many meaningful events are held, due to the facility's ambiance, beauty, and exclusivity. TGIS has communicated a desire to renew the contract and have had several inquiries for new bookings or re-schedules from cancellations due to COVID-19.

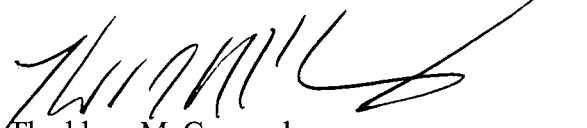
### SUMMARY

Renewal of an agreement with TGIS will provide catering and concession services to residents and create an outdoor event venue for the city's long-standing and reputable concessionaire at no additional expense to the city.

### RECOMMENDATION

It is the recommendation of staff that the City Council authorize the Mayor and the City Clerk to approve the renewed agreement, subject to the approval as to form by the City Attorney, with TGIS Catering Services, Inc., to provide food and beverage services at Monte Verde Park for the period of October 9, 2020, through October 8, 2022.

Valarie Frost, Director   
Recreation and Community Services

  
Thaddeus McCormack  
City Manager

AGREEMENT  
CITY OF LAKEWOOD  
CATERED EVENTS AT MONTE VERDE PARK WITH  
TGIS CATERING SERVICES, INC.

THIS AGREEMENT, made and entered into this 9<sup>th</sup> day of October, 2020 by and between the CITY OF LAKEWOOD, a municipal corporation, (the "City") and THANK GOODNESS IT'S SOFIA (TGIS) CATERING SERVICES, INC. (Concessionaire").

**WITNESSETH:**

WHEREAS, the City, is in need of a concessionaire to provide food and beverage services at Monte Verde Park:

NOW, THEREFORE, the parties heretofore and in consideration of the mutual covenants and promises herein contained, do mutually agree, one with the other as follows:

1. **Term.** The term of this Agreement shall be two (2) years, commencing at 12:01 A.M. on the 9<sup>th</sup> day of October, 2020 and expiring on the 8<sup>th</sup> day of October, 2022.

2. **Concession.** Except as otherwise provided herein, the City grants to Concessionaire the following:

A. The exclusive right and privilege to provide catering and concession services in the Lakewood community facility known as Monte Verde Park, on those days of the calendar year as described in section 8, and in those areas thereof designated as Concession Area on Exhibit "A," attached hereto and made a part hereof as though set forth in full.

B. "Concession Services" as used in this Agreement are limited to private functions for profit consisting of weddings, wedding receptions and other private uses for profit as approved by the City in writing. "Private" as used herein means those uses by individual persons, businesses or organizations where the general public is excluded from attendance except where otherwise authorized by the City in writing. "Profit" as used herein means those concession services that are booked, provided or serviced by the Concessionaire for a profit as provided for and subject to the terms and provisions of this Agreement.

C. "Catering Services" as used in this Agreement is defined and limited to the booking, providing, delivery, and servicing at Monte Verde Park of food, beverages, beer, wine and liquor subject to ABC approval along with furnishings and equipment, owned by the Concessionaire, where the foregoing are booked or prepared, and delivered from, or stored, or maintained, or originate from the TGIS business office, located at The Centre, 5000 Clark Avenue, Lakewood.

3. **Monte Verde Park.** Concessionaire acknowledges that Monte Verde Park is a public facility owned, maintained and operated by the City, for public use and purposes

and that the facility was designed primarily as a multi-use governmental and recreational facility. Concessionaire further acknowledges that the City, in the design and development of Monte Verde Park, intended to establish thereon and intends to maintain thereon a facility open to public use for meetings, conferences, banquets, entertainment, music and cultural purposes, as well as educational and recreational uses and City business. Notwithstanding any exclusive catering and concession rights and privileges given to Concessionaire at Monte Verde Park, pursuant to the terms and provisions of this agreement, said rights and privileges are subordinate to the public use of Monte Verde Park. City agrees that Concessionaire has the exclusive right to the use of the facility and that it will not enter into any contract, agreement, engagement, permit, license or authorization with anyone else to use the facility for catering or concession services as heretofore defined.

4. **Scope of Services Provided By Concessionaire.**

A. It is the City's clear and specific intent that the Concessionaire provide the full range of services contemplated in the Agreement. Concentration by the Concessionaire in one area of service, to the detriment or exclusion of another, will not be acceptable. In summary, the Concessionaire must be prepared to provide excellent products and services in keeping with the City's reputation and high level of service to the public. This concession has been granted to Concessionaire based upon Concessionaire's general reputation in the community for excellent service. All persons serving Concessionaire in connection with this Agreement shall be under the control and jurisdiction of the Concessionaire unless authorized otherwise by the City in writing.

B. Concessionaire shall supply and have ready for sale all products in sufficient quantity and shall maintain adequate personnel and equipment for the efficient service of its customers at all times, and shall operate at such hours of day and night as required.

C. Concessionaire shall employ its best judgment, efforts, and abilities in a manner calculated to produce the maximum practical volume of sales and transactions obtainable. The City acknowledges and fully understands the business and profit motive which is the basis for the Concessionaire's operation. The City must nonetheless ensure that the levels of service, and the charges associated therewith, are adequate and reasonable and meet the requirements of the patrons, events and activities of the premises. The City reserves the general right to reasonably determine the levels of service to be provided.

D. Concessionaire shall work with the City to maintain a strong marketing program to promote and advertise Monte Verde Park and the catering services therein, in an effort to increase customers and sales. At least once every six (6) months, the City and Concessionaire shall meet to review the marketing program to discuss changes and improvements to the program, if needed. The City shall have the right to approve actual marketing items, costs and content prior to distribution.

E. Concessionaire shall provide all personnel, material and equipment necessary to carry out the terms and provisions of the contract that are not provided by City.

5. **Scope of Services Provided by City.**

A. During the term of this Agreement, the City shall provide and maintain, for the use of the Concessionaire as well as its own use, all of the tables, carts, stacking chairs, dollies and hand trucks, as well as other equipment necessary to maintain, stack, store and make available the banquet stacking chairs now on the premises. During the term of this agreement, the City shall also provide for the following at Monte Verde Park: natural gas, water, electricity, refuse removal, custodial and building maintenance and pest control.

6. **Quality of Products and Services.** In the course of discharging its responsibilities under the terms of this Agreement, Concessionaire shall, at all times, ensure maintenance of the highest standards of quality in both the products offered for sale and in the services provided.

A. Concessionaire shall offer for sale only foods, non-alcoholic and alcoholic beverages of such quality as judged reasonably acceptable by City. All products shall be appealing in appearance. City shall have the right, at all times when employees or representatives of Concessionaire are present, and whether the concession premises are in operation or not, to inspect products to be sold by Concessionaire, and approve or reject them if they do not meet the requirements of the contract. In the event the City should reject any product, it shall be immediately removed from the premises.

B. Concessionaire shall furnish prompt, courteous, efficient, inoffensive, and quality service to meet the reasonable demands of the City, and the public and patrons. Concessionaire shall furnish all authorized and/or required services on a fair, equal and nondiscriminatory basis to all patrons. Concessionaire shall not discriminate against anyone because of race, religion, color, sex, age, and national origin or by reason of physical handicap.

C. Concessionaire shall control and be held responsible for the conduct, demeanor and appearance of its officers, agents, employees, and representatives, guests, contractors and others while doing business in, about or adjacent to the premises. Upon reasonable objection from City concerning the conduct, demeanor or appearance of these persons, Concessionaire shall immediately take all actions necessary to remove the cause of the objection.

D. Concessionaire shall conduct its business on the premises in an orderly, cooperative, and proper manner so as not to annoy, disturb, disrupt, offend, or otherwise interfere with the ongoing operation of the premises and/or its personnel and patrons.

7. **Pricing of Products and Services.** Monte Verde Park will serve an extremely divergent range of patrons in a highly competitive market. The imposition of a non-

competitive price structure for products and services would be detrimental to the City, to its reputation, to the potential for future bookings, and ultimately, to the Concessionaire. Therefore, the pricing of the products and services provided by the Concessionaire is of considerable importance to the City.

A. Because of the importance of competitive pricing, Concessionaire agrees to price all food, beverages, goods and services at a rate comparable to the prices of said products and services at other competing banquet and meeting facilities in Los Angeles and Orange Counties. Concessionaire shall provide for the consideration and selection of patrons, a wide range of standard menu items and pricing. All such menus and price lists shall be submitted to the City in writing, for City's approval, which shall not be withheld unreasonably. City shall have ten days to object to any prices proposed by Concessionaire, or said prices shall be deemed approved. In addition, said menus and price lists shall be printed by the Concessionaire at Concessionaire's own expense and made available to prospective patrons of the Monte Verde Park facility. City intends that the aforementioned standard menu items be considered as the minimum food and beverage items offered by the Concessionaire. It is not intended to be an all-inclusive listing. The Concessionaire is expected to explore the feasibility and appropriateness of offering additional items, during the term of the Agreement and to plan, promote and conduct special events and activities featuring entertainment, decorations, and food and beverage service.

B. Concessionaire shall provide a discount of ten (10) percent from its regular menu prices for food purchases by bona fide Lakewood nonprofit community groups. The Concessionaire will refer to the current listing of bona fide Lakewood community groups which will be provided and maintained by the City.

8. **Booking Policies and Use Priorities.**

A. When not in use for City sponsored events, Monte Verde Park facilities, as hereinafter described, are available to the Concessionaire for food and beverage bookings. Concessionaire may not book any event more than eighteen (18) months in advance without prior written approval of the City. Concessionaire will be granted advanced reservation of the facility for the first and third Saturday and the second and fourth Sunday of each month and all Fridays, except for City or City-sponsored events scheduled for the benefit of the public. If, at seven (7) months prior to a date, the facility has not been booked, Concessionaire will relinquish date back to the City for general reservations. Dates relinquished to the City may be booked, upon request by Concessionaire, at the City's discretion.

B. All scheduled catered uses, of any Concession Area shall be entered in records maintained by Concessionaire and retained in the possession of the Concessionaire during the term of this Agreement. Said records shall be available for City inspection at any time during Concessionaire's regular office hours.

10. **Management.**

A. The City Manager or his authorized representative shall represent the City in the administration of any City functions required hereunder and in the supervision of the performance of this Agreement by the Concessionaire. The term "City Manager," as used in this Agreement, shall include and mean his authorized representative. The City Council hereby authorizes the City Manager, and the Concessionaire does hereby acknowledge and agree to comply therewith, the power and authority to prepare in writing and to deliver in writing the Concessionaire Rules and Regulations pertaining to the use of Monte Verde Park not inconsistent with the terms and provisions of this Agreement. Any rule and regulation adopted by the City Manager may be amended or revoked by the City Council at any time and the City Council may, from time to time, adopt additional rules and regulations pertaining to the use and operation of the concession. No rule or regulation shall be enforceable which is inconsistent or contrary to the provisions of this Agreement, and no regulation shall be adopted or be enforceable unless the same relates to the use and operation of the concession and covers a matter not specifically covered under the Agreement. All such rules and regulations shall be reasonably necessary in order to protect the public health, safety and welfare. All such rules and regulations shall be in writing and delivered to the Concessionaire at least ten (10) days in advance of the effective date of said rule or regulation. The Concessionaire shall be bound by such rule and regulation, unless the Concessionaire within said ten (10) days appeals the matter to the City Council for consideration. The decision of the City Council shall be in conformity with the terms and provisions of this Section and shall be final.

B. Concessionaire shall maintain an office in The Centre, at the place provided by the City, which shall be open to the public and staffed by at least one employee with the general intention that the office be opened and staffed during the general operating hours of The Centre. The specific schedule will be modified from time to time in cooperation with City staff. In addition, a Concessionaire management staff designee shall be in the concession site during all times a catering or concession activity is in operation. Sofia Riley, President shall be responsible for all functions assigned to the management staff herein. The management staff shall be fully acquainted with Concessionaire's operations and contract obligations and shall be authorized by the Concessionaire to act on its behalf and to fulfill all contractual and other obligations in the day-by-day operation of the concession.

11. **Cash Deposit.** Concessionaire shall maintain a deposit with the Administrative Services Department in the sum of Twenty Five Thousand Dollars (\$25,000.00) as security for payments owed City pursuant to Section 14 of this Agreement and for the refund of any advance payment received by the Concessionaire from any customer or person for catering or concession services. Said deposit shall be made on the effective date of this agreement. Said deposit shall be maintained and subject to the following:

A. The City agrees to deposit said funds in the City's Trust Fund as Concessionaire Customer Deposit Account. The City agrees to credit to this account the City's yield on its investment portfolio each calendar year quarter or such shorter period as the parties

may agree and to pay to Concessionaire within thirty (30) days after the end of each quarter or such shorter period the interest earned on said account. If the Concession Agreement should terminate prior to the end of any quarter, the interest shall be prorated to the date of termination.

B. Upon notice of the failure of Concessionaire to provide to any such customer or person any such food, facility or service as required by agreement between Concessionaire and said customer or person who has made a deposit for said service, the City shall advise Concessionaire in writing that it will, within five (5) days of delivery of said written notice to the Concessionaire, withdraw from said fund and pay to said customer or person the amount of money set forth in said notice not exceeding the total of said advance payment or deposit. Said notice in addition shall set forth the name and address of the customer or person entitled to said refund, the date that the payment will be made, and the reason for the refund. In refunding any money pursuant to this Section, the City shall exercise reasonable discretion. City agrees that it does not have the right to act on behalf of the Concessionaire to resolve disputes. If the Concessionaire has a dispute with a client, Concessionaire will be allowed to resolve said disputes utilizing proper legal remedies as provided for in its contract with said customers.

C. Concessionaire shall monthly report to the Director of Recreation and Community Services all advance deposits and payments received by it from any customer for which concession or catering services are due and owing. Said list shall contain the name and address of the customer or person to whom refund is to be made, a brief description of the services or facilities to be provided and the date the same are to be performed.

D. The City at its own expense shall have the right to audit its books and records upon twenty-four (24) hours notice during regular office hours to determine the status and amount of all advance payments or deposits received by the Concessionaire from any person or customer.

E. Concessionaire agrees to maintain said cash deposit with a balance of not less nor more than Twenty-Five Thousand Dollars (\$25,000.00) and to replenish said fund to so maintain said balance within fifteen (15) days of written notice from the City.

F. Within thirty (30) days after the termination of the Concession Agreement, Concessionaire shall receive from the City in a Cashier's Check the balance of said Twenty-Five Thousand Dollars (\$25,000.00) plus interest to the date of termination remaining after deduction therefrom any payment made by the City to any customer or person in accordance with the terms and provisions of this Agreement, and after deduction therefrom any amount expended by City to place the Concessionaire Area into the same condition as existed as of the commencement of the term of this Concessionaire's occupancy of the Concessionaire Area. On termination, the Concessionaire will provide satisfactory evidence to the City that all obligations of the Concessionaire to any person or customer from whom Concessionaire has received an advance payment or deposit have been performed or the amount of said payment or deposit has

been refunded. In lieu of the foregoing, the Concessionaire may authorize the City to pay from said fund any amount Concessionaire owes to any customer or person for food facilities or services that have not been performed.

G. Said advance deposits with City shall not be used to compensate customers for the forfeiture of any deposits as a consequence of any expressed sales contract provision.

12. **Consideration.** The Concessionaire agrees, in consideration of the exclusive privilege herein granted, to pay to the City for services and products provided, purveyed or prepared at or from the premises, consideration, exclusive of sales tax, service charges, gratuities and other use taxes as may be imposed, at a flat rate of twenty percent (20 %) for A, B, & C below.

A. Gross sales of alcoholic beverages.

B. Gross sales of food and non-alcoholic beverages.

C. Gross fees for any room use fee, set up fee and all other products or services not covered in Section 12, A, B & C.

D. The Concessionaire agrees to collect the Audiovisual Equipment and Services fees and the Audiovisual Processing Fee.

E. The Concessionaire agrees to pay to the City, one hundred percent (100 %) of Audiovisual Equipment and Services. The Audiovisual Processing Fee will be credited back to the Concessionaire in an amount which may change from time to time, subject to the agreement of both parties.

13. **Room Set -Up.**

A. In connection with all events booked by the Concessionaire pursuant to the terms of this Agreement, Concessionaire is responsible to provide all necessary labor for arranging furnishings and "setting up" or "cleaning up" rooms in the Concessionaire Area where there is contracted food, beverage or other services. City reserves the right at any time to provide with its own forces, furniture arrangement or "room set-up" in connection with any City or City-sponsored use of the premises or in connection with any City-approved community, charitable or non-profit use of the premises. City acknowledges that Concessionaire's staff will not be available on a complimentary basis to set up events that have no food or beverage associated with them.

14. **Calculation and Remittance of Concession Fees.**

A. The determination of gross sales shall be based on the particular item sold and/or service provided or, in certain cases, the method in which such items or services are sold. The City shall have final approval as to the appropriate gross sales category to be utilized in computing the consideration to be paid to it. On request, the City agrees to determine, in advance

in writing, the appropriate gross sales category for the Concessionaire's computation of the consideration required to be paid to the City.

B. Concessionaire agrees to pay to City the aforementioned consideration upon sale or delivery and whether products were sold or services or premises provided on cash, credit or other basis.

C. In determining the consideration to be paid to the City, gross sales price of products, services or rental of space charged by the Concessionaire to its customer shall be used, excluding however therefrom all gratuities, service charge, state sales tax and other use taxes paid directly to Concessionaire's employees or to a public agency. Service charge is defined as a fee charged as a percentage of the total food and beverage sales for Section 12 A, B, & C. Gratuity is defined as an optional fee paid at the discretion of the customer. In addition, there shall be excluded from the computation of said consideration charges by the Concessionaire to its customer, where the customer pays the entire amount for the purchase, rental, arrangement or other thing, secured by the Concessionaire on behalf of the customer, of items or services such as, but not limited to, tables, chairs, linen, glassware, silverware, flowers, ice carvings, decorations and/or entertainment. Service charge is approved at twenty percent (20 %). Changes in the service charge must be submitted to the City in writing, for City's approval, which shall not be withheld unreasonably.

D. The consideration payable by the Concessionaire to the City shall be paid on a monthly basis as the same accrues during the term of this Agreement. All payments shall be made not later than the 15th day of the month following the accrual of said consideration and shall be paid directly to the Director of Recreation and Community Services, 5050 Clark Avenue, P.O. Box 158, Lakewood, California, 90714. In event the 15<sup>th</sup> falls on a nonbusiness day for the City, such payment shall be due the next working day. Should Concessionaire fail to pay the amount due on or before the 15th day of the month following the month said amount accrued, Concessionaire agrees to pay, in addition, interest on the amount due at the rate of twelve percent (12 %) per annum, or the maximum legal rate, whichever is less.

E. If the Concessionaire, during a 12-month period should be late more than three (3) working days in payment of the consideration required in Section 12, Concessionaire shall reimburse the City for the expense of a solvency review should the City so elect, and, in addition, in such a case, Concessionaire agrees to pay to City a late payment equivalent to one percent (1 %) of the monthly consideration determined due.

F. Concessionaire further authorizes the City to deduct any unpaid monthly consideration payable by Concessionaire to the City under Section 12 from Concessionaire's cash deposit if said consideration is more than three working days past due.

G. Failure to pay fees by no later than the 15th day of the month following the accrual of said consideration shall be considered a material breach of the contract.

15. **Reporting of Gross Sales and Rental Fees.** Concessionaire shall report monthly to the Director of Recreation and Community Services, in the time, form and manner prescribed by the Director of Administrative Services, all gross sales and rental fees charged or collected by Concessionaire during the preceding month. Said report shall be filed with the Director of Recreation and Community Services on or before the 15th day of the month following said sale or rental. In addition to any reasonable requirements imposed by the Director of Administrative Services, said report shall include:

A. A monthly summary report detailing gross sales and rental fees, in the form and fashion directed by the Director of Administrative Services. Concessionaire shall, in addition, categorize all sales and rentals by type of event (e.g. wedding, baby shower, memorial) and type of product or service, (i.e., food, alcoholic beverages, miscellaneous). Concessionaire shall provide City a copy of the final itemized invoices as submitted by Concessionaire to its customers.

16. **Breach, Default and Termination of Agreement.** Notwithstanding any provision of this Agreement to the contrary, this Agreement may be sooner terminated as follows:

A. In the event of a material breach of this Agreement by either party, the other party may terminate this Agreement with no right of cure, ten (10) days following the giving of notice of such breach and intent to terminate by such other party.

B. In addition, either party may terminate this agreement without cause on thirty (30) days' written notice.

C. The remedies set forth herein are cumulative.

D. In the event of termination or expiration of this Agreement, Concessionaire shall pay to the City the appropriate consideration for all events and activities where Concessionaire provided services or products prior to the effective date of termination. In addition, Concessionaire shall refund to patrons any payments received for events which were scheduled following the date of termination or expiration.

17. **Additions, Alterations and Improvements.** Upon the termination of this Agreement, all changes, alterations, additions, repairs or improvements to or upon said premises by the Concessionaire shall become the property of the City. Any trade fixtures, equipment, and other items brought in or installed within said buildings by Concessionaire, at its sole expense, which do not actually become a part of the buildings, may be removed by the Concessionaire during the term hereof, provided said removal does not damage said premises; and provided further that Concessionaire remove said personal property either by or before the date of termination of this Agreement; and provided further that, if Concessionaire has removed any of the foregoing, Concessionaire shall restore, in substantially the same condition, the interior and any fixtures of said premises which had been heretofore removed or altered for the installation of subsequent

fixtures; and provided further that Concessionaire has faithfully performed the conditions and covenants of this agreement.

18. **Records and Books.**

A. Concessionaire shall keep true and complete records and accounts of all business and sales transacted on, at or from the premises for a period of two (2) years. Concessionaire shall keep and preserve all sales slips, computer records, cash register tape readings, sales records, bank records, bank deposit slips and other evidence of gross sales and business transacted during the term of this Agreement.

B. Concessionaire agrees that as a part of said record keeping it shall provide, keep, maintain and use, at its own cost and expense, cash register or electronic equipment, which shall produce a continuous registering tape or permanent printed record for each, all and every sale and business transacted by the Concessionaire and shall maintain said records for a period of at least five years.

C. The Director of Administrative Services, or any other City officer or employee, as authorized by the City Council, shall have the right, at any time and from time to time, to audit all of the records of account, bank statements, documents, records, returns, papers, files and cash register tapes of the Concessionaire relating to gross sales and business transacted at the premises; and, on request by City, as aforementioned, Concessionaire shall make all such materials available for examination at the office of the City or at Concessionaire's place of business. If the City should have an audit made for any portion of the term of this Agreement and the gross sales and business transacted shown by the Concessionaire's statement for such period should be found to be understated by more than five percent (5%), Concessionaire shall immediately pay to the City the cost of such audit as well as the additional consideration payable by Concessionaire to City; otherwise, the cost of such audit shall be paid by the City. City's right to have such an audit made with respect to any portion of the term of this agreement shall expire twelve (12) months after the termination of this Agreement. The right of audit and inspection hereunder shall include the right to audit or inspect sales tax returns.

19. **Use of Premises.** Concessionaire agrees that these premises shall be used by Concessionaire solely for the purpose of maintaining and operating food and beverage services approved in writing by City.

A. Concessionaire agrees not to use or keep on the premises any article which the City or insurance companies may deem EXTRA HAZARDOUS, or which increases the rate of insurance.

B. City shall provide, and pay all charges for, electricity, gas, heat, air conditioning, sewer, and hot and cold domestic water services to the concession premises to the extent that such utilities are reasonably required during the duration of the contract, and are

available as of the effective date of the contract. Concessionaire is granted use of existing telephone equipment and service to conduct business while onsite. Should Concessionaire desire an exclusive phone line, Concessionaire shall, at its sole expense, obtain and pay for all necessary telephone equipment and services.

C. Concessionaire shall be allowed to utilize space to the northwest of the Monte Verde Park building for the purpose of storage of equipment (i.e. banquet tables, chairs, linens, dinnerware), with the specified location and design to be approved by the City Architect.

D. Concessionaire agrees to pay and discharge all LIENS AND OBLIGATIONS of any nature and kind whatsoever which shall attach to, or be imposed upon, said premises when created or incurred by said Concessionaire.

E. Concessionaire shall not do anything on the premises that will cause damage to the buildings, structures or improvements. Concessionaire shall not make changes, alterations, additions, repairs or improvements to or upon said premises without written permission of the City. Concessionaire shall not install or operate any machinery, apparatus or appliance that will in any manner damage the premises or cause a public nuisance.

F. Concessionaire shall comply with all laws concerning the premises, or the Concessionaire's use of the premises. Concessionaire shall not use the premises in any manner that will constitute a waste, nuisance, or unreasonable annoyance, including with limitation, the use of loudspeakers or sound, or light apparatus that can be seen or heard outside the premises to the reasonable annoyance of the owners or occupants of adjacent properties, or to the City.

G. The City shall have the right, at all reasonable times, to enter the premises for the purpose of determining compliance with this Agreement; for the purpose of inspecting or repairing said premises; for any other reasonable purpose in the protection of the property of the City; or in securing compliance with the provisions of this Agreement. Such entry may be made without the knowledge or consent of the Concessionaire and may be conducted in the exercise of reasonable discretion at times when said concession is not in operation provided City within twenty-four (24) hours, when at all possible, has filed with Concessionaire a written report of the same.

H. Concessionaire acknowledges that use of the premises shall at all times be in a manner commensurate with and appropriate with the public use of publicly owned property. Concessionaire shall not authorize, allow or tolerate any use of said premises for any unlawful or illegal purpose. In addition, Concessionaire agrees not to allow or authorize the use of said premises wherein any loud or offensive conduct, or use thereof, is or may be detrimental or annoying to the general public utilizing said facilities or adjoining premises or facilities. Concessionaire further agrees that it will immediately, upon demand of the City Manager or any law enforcement officer, close said facility and order all persons, other than City officers and employees or its employees, from said premises in the event of the occurrence of any event or

activity deemed by the City Manager or any law enforcement officer, to be illegal, in violation of state law, in violation of any local ordinance, or which is being conducted in a loud, or obscene, boisterous, raucous or offensive manner so as to be offensive to the public or constitute a nuisance. Concessionaire further agrees to abide by any order or direction of the City Manager or any law enforcement officer, requesting, demanding, ordering or directing the termination of the use of said premises and the vacation thereof, forthwith, by all persons other than City officers and employees or Concessionaire and employees. Failure of Concessionaire to cooperate with City in the enforcement of this provision shall be a material breach of this Agreement.

20. **Kitchen Equipment and Dinnerware.** The City owns all Kitchen Equipment located at Monte Verde Park. The City shall replace or repair the City-owned items which need to be replaced or repaired due to normal wear-and-tear; Concessionaire shall reimburse the City for the cost of repairing or replacing the City owned items which need to be replaced or repaired due to improper maintenance or misuse, within 30 days of invoicing by the City. Concessionaire shall exercise all reasonable care in its use of City-owned property or equipment, and shall notify the City promptly of any items which need to be replaced or repaired, whether or not due to normal wear-and-tear.

21. **Signs.**

A. Concessionaire shall not erect, construct or place any signs or advertisements pertaining to its concession rights and operations in or on any portion of the premises without the express written permission of the City. Prior to the erection, construction or placing of any signs or advertising matter upon the concession premises, Concessionaire shall submit to the City, for its approval in writing, the drawings, sketches, design, dimensions, type and character of the sign or advertising matter. Any conditions, restrictions or limitations with respect to the use of these signs, stated by the City in its written approval, shall become conditions of the contract as if specifically set forth herein.

22. **Upkeep and Maintenance of Concession Premises and Equipment.**

A. The concession premises and all equipment and materials used by Concessionaire shall be maintained in a clean and sanitary condition, free from rubbish, refuse, food scraps, garbage, dust, dirt, offensive or unclean materials, roaches and other insects, rodents and vermin, in accordance with the best sanitary practices, and in full compliance with all applicable Health Department regulations.

B. Concessionaire shall utilize only leak proof containers when transporting liquids in, about, or around the premises. Concessionaire shall immediately clean up and dry any surface onto which liquids have spilled and shall use their best efforts to prevent additional spillage. In addition, following any catered event, Concessionaire shall evaluate all floor surfaces and spot clean any areas as needed.

C. All food service materials, including, but not limited to, china, glassware, flatware, containers, and other such enclosures used to contain individual food or beverage portions, shall be clean and stored so as to be protected from dust, dirt, roaches and other insects, rodents, vermin, and from unsanitary handling and unclean materials.

D. Concessionaire shall, during and immediately following each event, remove from the concession premises all rubbish, refuse, food scraps, and garbage to a location specified by the City for refuse storage and pickup. City shall arrange and pay for the removal and disposal of such refuse from the specified storage area.

E. City shall provide, at its cost and expense, pest control service for the extermination of specified insects and other pests from the concession premises. Concessionaire shall provide and allow complete access to the premises as required by the schedule for extermination services.

F. Concessionaire shall not do, nor permit to be done, anything that may unreasonably interfere with the effectiveness of air-conditioning systems within the concession premises or elsewhere in the facilities. Concessionaire shall not obstruct, or cause to be obstructed, any portion of the sidewalks, entries, passageways, vestibules, halls, or other ways of access to the premises for any purpose other than the immediate ingress, egress, loading or unloading to or from the premises.

G. Except as provided heretofore, City, at its own cost and in its discretion, shall maintain in good condition and repair Monte Verde Park, including the concession premises. The City shall maintain and repair the structural part of the premises consisting of the foundation bearing and exterior walls, glass and doors, flooring, sub-flooring, roof, electrical, plumbing and sewage systems including without limitation the Concession Area, the Non-Concession areas and other portions of Monte Verde Park, as well as all personal property including tables, chairs, dollies and racks used by the Concessionaire. The City has the right to restrict Concessionaire's use of the facility when maintenance, repair or project work needs to be conducted. When at all possible, the City will provide adequate advanced notice of said maintenance and repair schedules. If appropriate, the City will adjust the Consideration section of this agreement during the project.

H. Concessionaire agrees not to clean or wash down equipment anywhere on the premises. In addition, the kitchen floor may not be cleaned using a hose or any other method where the water/liquid is not able to be contained.

23. **Concessionaire Employees.**

A. Concessionaire employees shall be admitted to the premises in accordance with rules and regulations established by the City Manager.

B. Concessionaire agrees to employ only responsible persons who are mentally competent and able to verbally communicate effectively to the general public. Concessionaire shall not, during the term of this Agreement, employ any child or labor in violation of the provisions of the laws of the state of California. In the event the City Manager should deem any person employed by the Concessionaire as being incompetent or guilty of conduct inimical to the general welfare of the public or unsuited for the proper maintenance of such premises, in serving and meeting the demands of the general public, Concessionaire shall immediately remove such person from, the premises.

C. Employees of the Concessionaire shall, at all times, be neatly and cleanly uniformed.

D. Concessionaire shall train and closely supervise all employees so that they are aware of and continually practice high standards of cleanliness, courtesy and service. Concessionaire will provide an adequate number of personnel to the facility to properly serve and attend to the patrons. Concessionaire shall meet the guidelines dictated by the California Health and Safety Code Section 113947-113948 and California SB 602, i.e., regarding food safety and food handler certification. Concessionaire will keep and make available documentation of Food Handler Certifications onsite at all times.

E. Concessionaire shall not in any employment practice discriminate against any person by reason of religion, race, color, sex, age or handicap.

F. All employees shall be promptly paid for services rendered in the time and manner required by law and payment shall be made by check or draft. If for any reason an employee should be compensated in cash, a receipt shall be obtained from the employee for such compensation.

G. As and where required by law or labor agreement, Concessionaire shall deduct from the salary or compensation paid to an employee withholding for taxes, health, or pension or other benefits and shall account to the City or employee upon reasonable demand as to the amounts so withheld.

H. Concessionaire where required by law shall provide Workers' Compensation Insurance covering each employee.

I. Concessionaire shall provide and regularly schedule employees to help its clients with their set-up and special needs upon their arrival on the site for and during concession services.

24. **Permits and Licenses.**

A. Concessionaire and its employees shall, at their sole cost and expense, comply with the requirements of all City, County, State and Federal authorities now in force, or

which may hereafter be in force, pertaining to the concession premises, or the operations conducted thereon, and shall faithfully observe, and secure observance with, in the use of the concession premises, all City ordinances and State and Federal statutes now in force, or which may hereafter be in force.

B. The licenses and permits to be secured and maintained in current standing by Concessionaire and/or Concessionaire's employees shall include, but not be limited to:

- (1) City of Lakewood business license;
- (2) County of Los Angeles Health Department permit for a food and beverage operation;
- (3) County of Los Angeles Health Department food handler permits;
- (4) California State Alcoholic Beverage Control Board liquor license; and
- (5) California State Board of Equalization sellers permit.

25. **Insurance Requirements.** Concessionaire shall procure and maintain general liability insurance against any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons, damage to property, or product liability arising at any time during and/or arising out of or in any way connected with Concessionaire's use or occupancy of the City's facilities and adjoining property.

Concessionaire shall, at all times during the term of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum limits as indicated below and issued by insurers with A.M. Best ratings of no less than A-: VI:

A. Commercial general liability at least as broad as ISO CG 0001 (per occurrence) \$1,000,000 (general aggregate) \$2,000,000; Commercial auto liability at least as broad as ISO CA 0001 (per accident) \$1,000,000.

B. All insurance policies, shall be in form and content satisfactory to the City, copies of which shall be submitted to the City for review; and the policies shall designate the City of Lakewood, its officers and employees, as co-insureds.

C. All policies are to be kept in force during the full term of the contract, and further, contain a rider that the policies are non-cancelable without thirty (30) days prior written notice to the parties insured, including the City of Lakewood.

D. Concessionaire shall provide, or cause to be provided, full and complete copies of all insurance policies to City upon their execution. Simple certificates of insurance shall not suffice for this purpose.

E. Concessionaire shall report any personal injuries or property damage arising at any time during and/or arising out of or in any way connected with Concessionaire's use or occupancy of the City's facilities and adjoining property to the City Manager or his/her designee, in writing and as soon as practicable.

F. Concessionaire waives any right of recovery against the City, its officers, employees, and agents for fires, floods, earthquakes, civil disturbances, regulation of any public authority, and other causes beyond their control. Concessionaire shall not charge results of "acts of God" to the City, its officers, employees, or agents.

G. Concessionaire waives any right of recovery against the City, its officers, employees, and agents for indemnification, contribution, or declaratory relief arising out of or in any way connected with Concessionaire's use or occupancy of the Facility and adjoining property, even if the City, its officers, employees, or agents seek recovery against Concessionaire.

26. **Liability and Indemnification.** Concessionaire agrees to reimburse, defend or indemnify and save the City, the City Council, its officers and employees free and harmless from any claim, suit or action brought by any person or persons, including its agents or employees, or subcontractors or the agents or employees thereof, or its guests, licensees, invitees, patrons or clientele, for or on account of any injury, death or damage to person or property sustained because of or arising out of any conditions thereof caused by Concessionaire. Concessionaire waives, as consideration for this Agreement, any right it may have to seek indemnity or other relief against City by reason of any judgment against it or payment by it arising out of any such claim, suit, accident or occurrence, or as a joint tortfeasor.

Nothing herein contained shall be construed to relieve the City from any duty and obligation it may have to maintain said premises, including the concession premises as provided in this Agreement and City agrees to reimburse, defend or indemnify and save the Concessionaire, its officers and employees free and harmless from any claim, suit or action brought by any person or persons including its agents or employees, or subcontractors or the employees thereof, or any member of the public, for or on account of any injury, death or damage to any person or property sustained because of or arising out of any condition of public property required to be maintained by the City or any act or omission of any City officer or employee except as follows:

A. Where the loss or damage arises out of any act or omission of the Concessionaire, its agents, employees or subcontractors or agents, invitees or guests.

B. The loss or damage arises out of the failure of the Concessionaire to perform any duty or obligation bestowed on it by this Agreement.

27. **Taxes.** Concessionaire shall pay and discharge before delinquency all taxes, if any, and assessments which may be levied during the term of this Agreement as a result of Concessionaire's operations hereunder.

Concessionaire acknowledges that the real property and improvements and other facilities of City are exempt from taxation. If, by reason of this Concession Agreement, a possessory interest subject to property tax is levied, Concessionaire acknowledges and does hereby agree to pay and assume the same when due and owing and hold the City free and harmless from liability thereon.

In this regard, the following notice is given to Concessionaire:

**NOTICE:**

Pursuant to Section 107.6 of the California Revenue and Taxation Code, a possessory interest as defined in Revenue and Taxation Code 107 and 107.4 may be created by this Agreement, and may be subject to property taxation, in which event the private party to this Agreement in which a possessory interest is vested may be subject to the payment of property tax levied on such interest.

Nothing herein contained shall be construed as an acknowledgment by the parties that this Agreement creates a possessory interest.

28. **Time of the Essence.** Time is of the essence of each and all of the terms and provisions of this contract, and this contract shall inure, to the benefit of and be binding upon, the parties hereto and any successors of Concessionaire as fully and to the same extent, as though specifically mentioned in each instance, and all covenants, stipulations and Agreements in this contract shall extend to and bind any assigns of Concessionaire.

29. **Independent Contractor.** It is expressly understood and agreed that Concessionaire is an independent contractor as distinguished from an employee or agent of the City in the performance of services hereunder. Concessionaire acknowledges the independent contractual relationship and releases the City from any liability or obligation to make deductions or withholding for the compensation of any officer, agent or employee thereof in respect to unemployment, income tax, disability, social security, health, pension or retirement benefits. It is expressly understood no officer, agent or employee of Concessionaire shall have any City status or benefit, including health, retirement and worker's compensation benefits.

Concessionaire acknowledges its independent contractor status in performing all services under this Agreement and assumes the risk to itself, all agents, employees, subcontractors, their agents or employees, its licensees, permittees and guests of personal injury or death and all risk of property damage or loss of any property arising out of the performance of any services or the use of the premises during the term of this Agreement.

30. **Assignment Prohibited.** Concessionaire shall not mortgage, hypothecate or otherwise encumber or assign its right, privileges or obligations, pursuant to the provisions of this contract, nor shall Concessionaire sublet or sublease the concession premises in whole or in part without the written consent of the City. Any attempted assignment, mortgaging, hypothecation or encumbering of the rights, privileges or obligations or any subletting or

subleasing of the whole or any part of the concession premises, or other violations of the provisions of this section shall be null and void and shall confer no right, title or interest in or to this contract, or right of occupancy of the whole or any portion of the concession premises, upon any such assignee, mortgagee, encumbrancer, pledgee or other lien holder, sub-tenant, successor or purchaser. Consent by the City to one assignment, mortgage, hypothecation, encumbrance or sublease shall not be deemed to be a consent to any subsequent assignment, mortgage, hypothecation, encumbrance or sublease.

31. **Nondiscrimination.** In connection with the execution of this Agreement, "Concessionaire shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, national origin, or because an otherwise qualified person is handicapped. Concessionaire shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, sex, age, national origin, or handicap. Such action shall include but is not limited to employment, upgrading, demotion, or transfer; recruitment or recruitment advertisement; layoff or termination; rate of pay or other forms of compensation, and selection for training including apprenticeship. "Concessionaire shall comply with the requirements of Title VI of the Civil Rights Act of 1974 (P.L. 88-352) and with all applicable regulations, statutes, laws promulgated pursuant thereto now existent or hereinafter enacted. Furthermore, Concessionaire shall comply with the provisions of Section 1735 of the California Labor Code.

Concessionaire shall also comply with the requirements of 29 U.S.C. 794 and 31 U.S.C. 6716 and the regulations promulgated thereunder, including Regulation 51.52 promulgated by the Office of Revenue Sharing of the United States Treasury. As used herein, handicapped individual means any individual who has a physical or mental disability which for such individual constitutes or results in a substantial handicap to employment and can reasonably be expected to benefit in terms of employability from vocational rehabilitation services provided pursuant to the Rehabilitation Act of 1973 (29 U.S.C. 701), as presently defined in section 706 thereof, or as hereinafter amended.

32. **Additional Conditions.**

A. **Building Security.** City provides for a building security system. Concessionaire will follow the City's policy and procedures related to the security of the building.

B. **Facility Reservation Technology.** Concessionaire shall provide the City with documentation in specified format and in accordance with City policy to document the name of permit holder and type of permit for Monte Verde Park reservations, within four (4) business days of booking.

C. **Health Department Rating.** Concessionaire agrees to achieve and maintain throughout the contract period a Los Angeles County Department of Health Services Restaurant Rating of "A" as determined by the County Health Officer. The City considers a Los Angeles County Department of Health Services letter grade score of less than "A" unsatisfactory.

If a lower grade is received, Concessionaire agrees to immediately request a re-inspection at Concessionaire's expense and to undertake all practical measures within Concessionaire's control or remedy any issue that prevents an "A" grade. Failure to restore an "A" grade rating within a period of thirty (30) days shall constitute a "material" breach of this Agreement.

D. Quarterly Performance Evaluation. Concessionaire acknowledges that City shall have the right to conduct a quarterly performance evaluation of Concessionaire's compliance and performance under this Agreement. Concessionaire agrees to cooperate in the preparation of said report and to make available to the City its books and records and to supply other information reasonably needed by the City to prepare such report.

E. Alcohol Management. Concessionaire shall demonstrate at all times to the City the strictest controls over alcohol inventory, alcohol revenue recordkeeping and serving guidelines:

1. Make available for City inspection a record of alcohol purchases and event usages that correspond to event alcohol sales.
2. Demonstrate strict controls for alcohol inventory storage.
3. If alcohol is to be stored onsite, inventory must be stored solely in Concessionaire's approved storage facility.
4. Establish an agreed-upon set of specifications for "pour" amounts for beer, wine and spirits.
5. Ensure that all bartenders/servers have been educated/certified via an approved alcohol training course as mandated by the State of California.

33. Notices. Any notice provided for by this contract or by law to be given, served or exercised by or upon Concessionaire may be given or served by depositing in the United States mail, postage prepaid, a letter addressed to Concessionaire at such address as Concessionaire shall designate in writing, or may be personally served upon said Concessionaire, or any person hereafter authorized by Concessionaire to receive such notice; and any notice provided for by this contract to be given, served or exercised by or upon City may be given or served by depositing in the United States mail, postage prepaid, a letter addressed to the City Clerk, City of Lakewood, 5050 Clark Avenue, P.O. Box 158, Lakewood, California 90714 or may be personally served upon said City Clerk. Any notice or notices given or served as provided herein shall be effectual and binding for all purposes upon the principals of the parties so served.

34. Waiver. The waiver by City of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained. The subsequent acceptance of concession fees hereunder by City shall not be deemed to be a

waiver of any preceding breach by Concessionaire of any term, covenant, or condition of this contract, other than failure of Concessionaire to pay the concession fees so accepted, regardless of the City's knowledge of such preceding breach at the time of acceptance of such concession fees, nor shall any failure on the part of City to require or exact full and complete compliance with any of the covenants, conditions and Agreements of this contract be construed as in manner changing the terms hereof, nor shall the terms of this contract be changed or altered in any manner whatsoever other than by written Agreement of the City and Concessionaire.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

DATED: \_\_\_\_\_, 2020

CITY OF LAKEWOOD

By \_\_\_\_\_

MAYOR

ATTEST:

\_\_\_\_\_

CITY CLERK

DATED: \_\_\_\_\_, 2020

By: \_\_\_\_\_

THANK GOODNESS IT'S SOFIA

CATERING SERVICES, INC.

SOFIA RILEY, PRESIDENT

APPROVED AS TO FORM:

\_\_\_\_\_

CITY ATTORNEY

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

## **COUNCIL AGENDA**

September 8, 2020

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

**SUBJECT:** Twelfth Amendment to Recreation Lease for Lakewood Equestrian Center

### **INTRODUCTION**

Since 1987, Sandie Mercer Ranch, Inc. has coordinated equestrian activities and boarding facilities for horses at the Lakewood Equestrian Center. The 19-acre facility operates seven days a week from dawn to dusk to serve the local equine community along with neighborhood youth groups. The facility offers a variety of unique services for both rider and horse. The equestrian center's primary functions are boarding and training horses and providing riding lessons. Through Pony Time, a private company, the equestrian center also offers a petting zoo, pony rides, camps, birthday parties and special events for families. Additionally, Shoestring City Ranch, an equine therapy program, helps abandoned horses and introduces youth to the technical and interpersonal skills needed to care for an animal.

### **STATEMENT OF FACT**

Sandie Mercer Ranch, Inc. is a family-run company and is currently under agreement with the City through September 30, 2020. Staff is presently working to select an interim caretaker to operate and manage the facility. To maintain operation of the diverse equestrian activities offered at the Lakewood Equestrian Center, a one month extension of the current agreement with Sandie Mercer Ranch, Inc., is prudent and allows staff the time necessary to finalize the selection process for an interim caretaker.

### **SUMMARY**

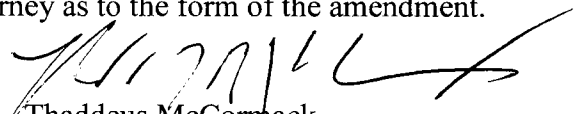
Sandie Mercer, owner and operator of Sandie Mercer Ranch, Inc. is amenable in extending the City of Lakewood Recreation Lease for the Lakewood Equestrian Center through October 31, 2020.

### **RECOMMENDATION**

Staff recommends that the City Council:

1. Approve the twelfth amendment to the City of Lakewood's recreation lease with Sandie Mercer Ranch, Inc. with the term of the lease ending on October 31, 2020.
2. Authorize the Mayor and the City Clerk to execute the "Twelfth Amendment" to the City of Lakewood Recreation Lease for the Lakewood Equestrian Center," subject to approval of the City Attorney as to the form of the amendment.

Valarie Frost, Director   
Recreation and Community Services

  
Thaddeus McCormack  
City Manager

TWELFTH AMENDMENT TO RECREATION LEASE  
FOR LAKEWOOD EQUESTRIAN CENTER

This Amendment, made and entered into as of September 8, 2020, amends that certain "City of Lakewood Recreation Lease for Lakewood Equestrian Center" (the "Lease"), dated June 19, 1987, and previously amended on multiple occasions.

The Lease is hereby amended as follows:

1. In Section 4 of the Lease, the "Term" of the Lease shall be extended for one (1) additional month such that the Lease shall terminate at midnight on October 31, 2020.
2. In Section 9 of the Lease, which was amended in the eleventh amendment of the Lease, the "Rent" of the Lease shall be 10% of gross receipts for the extended Term.
3. Notwithstanding provisions stating to the contrary in the Lease, the Residential Dwelling mentioned in the Lease, as depicted on Exhibit "B", shall not be occupied by any person(s).

In all other respects, the Lease shall remain in full force and effect.

Intending to be legally bound, the parties have executed this document, below, as of the date first set forth above.

City of Lakewood

Sandie Mercer Ranch, Inc.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
President

Attest:

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

Approved as to form:

\_\_\_\_\_  
City Attorney

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

## **COUNCIL AGENDA**

September 8, 2020

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

**SUBJECT:** Appropriation of Air Quality Management District (AQMD) Funds

### **INTRODUCTION**

The need has arisen to purchase a vehicle for use by the City Manager as part of his job duties with the city. It is advisable that AQMD funds serve as the funding source for the purchase of a hybrid-fuel vehicle that will fill this purpose.

### **STATEMENT OF FACT**

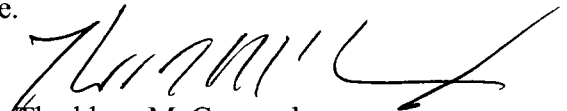
The South Coast Air Quality Management District (South Coast AQMD) has an established mission of “cleaning the air and protecting the health of all residents in the South Coast Air District through practical and innovative strategies.” Annually they provide approximately \$100,000 in funding to the city for use towards operational and capital needs in line with their objectives. If the recommended \$28,000 appropriation is approved, approximately \$435,000 in AQMD fund reserves would still remain at the end of the fiscal year.

### **STAFF RECOMMENDATION**

It is recommended that the City Council authorize an appropriation of \$28,000 in AQMD Fund reserves for the purpose of purchasing a hybrid-fuel vehicle.



Jose Gomez  
Director of Finance & Administrative Services



Thaddeus McCormack  
City Manager

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

RESOLUTION NO. 2020-51

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD  
ADDING A JOB CLASSIFICATION AND AMENDING EXISTING PAY  
RATE IN ATTACHMENT B OF RESOLUTION NO 2020-15

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

SECTION 1. The following job classification and monthly pay rate is hereby added to  
Schedule B, attached to Resolution No. 2020-15:

Schedule	Classification	Step 1	Step 2	Step 3	Step 4	Step 5
32B	Water Field Operations Manager	7420	7791	8179	8588	9019

ADOPTED AND APPROVED THIS 8TH DAY OF SEPTEMBER, 2020.

\_\_\_\_\_  
Mayor

ATTEST:

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

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

*Reports*

Item 3.1 – Report on Community Dialogue  
will be an oral presentation.

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

## **COUNCIL AGENDA**

September 8, 2020

**TO:** Honorable Mayor and members of the City Council

**SUBJECT:** Consideration of Action to Fill City Council Vacancy

### **STATEMENT OF FACT**

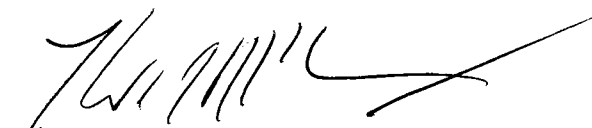
Council Member DuBois has submitted a letter of resignation to the City Clerk, with an effective date of August 31, 2020. Applicable state law provides that the City Council must, within 60 days from the commencement of the vacancy, either:

(1) Appoint a qualified person to fill the City Council vacancy for the remainder of the term (which in this case would be until the City Council election scheduled for March 2022). Such action could be taken tonight (September 8, 2020) or anytime within 60 days from August 31, 2020; or

(2) Call a Special Election to fill the vacancy. Due to statutory timing requirements, that Special Election would have to be held in March 2021. The City Council would be without a fifth member for approximately seven months—until the certification of the results of the Special Election. The person elected would serve the one-year balance of the term. We have requested an estimated cost from the County for conducting a City Special Election, however, as of this writing, the County has not responded. The cost for the most recent Councilmanic election was approximately \$230,000. In so much as that election was part of a County-wide election, that cost presumably would be much less than the cost to conduct a standalone election, meaning we should expect that the cost for a March Special Election would be significantly higher than \$230,000.

### **RECOMMENDATION**

Staff recommends that the City Council take action to fill the City Council vacancy resulting from the resignation of Council Member DuBois, by either appointment or calling a Special Election.



Thaddeus McCormack  
City Manager