AGENDA

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

June 22, 2021

RECEPTION: "Lakewood Celebrates . . ." 6:00 p.m.

CALL TO ORDER 7:30 p.m.

INVOCATION: Pastor Nestor Gerente, Lakewood First United Methodist Church

PLEDGE OF ALLEGIANCE: Scout Troop 134

ROLL CALL: Mayor Jeff Wood

Vice Mayor Steve Croft Council Member Ariel Pe Council Member Todd Rogers Council Member Vicki Stuckey

ANNOUNCEMENTS AND PRESENTATIONS:

ROUTINE ITEMS:

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

- RI-1 MEETING MINUTES Staff recommends City Council approve Minutes of the Meetings held May 25, and June 8, 2021
- RI-2 PERSONNEL TRANSACTIONS Staff recommends City Council approve report of personnel transactions.
- RI-3 REGISTERS OF DEMANDS Staff recommends City Council approve registers of demands.
- RI-4 CITY COUNCIL COMMITTEES' ACTIVITIES Staff recommends City Council approve report of City Council Committees' activities.
- RI-5 PERMITS FOR STREET CLOSURES FOR JULY 4TH BLOCK PARTIES Staff recommends City Council approve permits be issued to responsible applicants authorizing temporary closure at requested locations on Sunday, July 4, 2021.
- RI-6 RESOLUTION NO. 2021-32; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD EXTENDING A LOCAL EMERGENCY DUE TO THE COVID-19 VIRUS Staff recommends City Council adopt proposed resolution.

City Council Agenda

June 22, 2021 Page 2

ROUTINE ITEMS: - Continued

- RI-7 MONTHLY REPORT OF INVESTMENT TRANSACTIONS May 2021 Staff recommends City Council approve monthly report of investment transactions.
- RI-8 AMENDMENT OF AGREEMENT WITH PACIFIC EH&S SERVICES, INC. Staff recommends City Council authorize Mayor to execute amendment to agreement for health and safety consulting services, subject to approval as to form by City Attorney.
- RI-9 RESOLUTION NO. 2021-33; ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2021-22 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017 Staff recommends City Council adopt proposed resolution.
- RI-10 AGREEMENT FOR CROSSING GUARD SERVICES Staff recommends City Council approve the agreement with All City Management Services for contract crossing guard services at five designated posts and as-needed relief coverage citywide during the 2021-2022 school year for the term commencing August 1, 2021 through June 30, 2022, and authorize the Mayor to sign the agreement as approved by the City Attorney.

PUBLIC HEARINGS:

- 1.1 2020 URBAN WATER MANAGEMENT PLAN UPDATE, RESOLUTION NO. 2021-34; AND WATER SHORTAGE CONTINGENCY PLAN, RESOLUTION NO. 2021-35 Staff recommends City Council conduct a public hearing; adopt proposed resolution for the Urban Water Management Plan Update; adopt proposed resolution for the Water Shortage Contingency Plan; and authorize staff to submit the adopted Plans to the State Department of Water Resources.
- 1.2 RESOLUTION NO. 2021-36; ADJUSTING RESIDENTIAL REFUSE RATES; AND APPROVAL OF AMENDMENT TO AGREEMENT FOR REFUSE COLLECTION WITH EDCO WASTE SERVICES Staff recommends City Council continue item to the meeting on July 27, 2021, and hold a public hearing regarding adjustments to residential refuse rates.
- 1.3 RESOLUTION NO. 2021-37; PERTAINING TO WATER RATES AND CHARGES Staff recommends City Council continue this item to the meeting on July 27, 2021, and hold a public hearing regarding adjustments to water rates.

REPORTS:

- 3.1 AGREEMENT TO PROVIDE PURCHASE AND INSTALLATION OF CATCH BASIN INSERTS AND AUTHORIZATION FOR PROJECT MANAGEMENT AND INSPECTION Staff recommends City Council approve the amendment to the agreement with G2 Construction, Inc., in an amount not to exceed \$500,000, utilizing the terms and pricing from the County of Orange Master Agreement for purchase and installation of inserts in Lakewood catch basins; and authorize Willdan Engineering to perform Project Management and Inspection under their On-Call Service Provider Agreement on a time and material basis in an amount up to \$65,000.
- 3.2 RENEWAL OF AGREEMENT FOR CATERING AND CONCESSION SERVICES AT THE CENTRE Staff recommends City Council approve the new agreement, subject to the approval as to form by the City Attorney, with TGIS Catering Services, Inc., to provide catering and concession services at The Centre for the period of July 1, 2021, through June 30, 2026.

City Council Agenda

June 22, 2021 Page 3

AGENDA LAKEWOOD HOUSING SUCCESSOR AGENCY

1. REGISTER OF DEMANDS - Staff recommends Housing Successor Agency approve registers of demands.

ORAL COMMUNICATIONS:

ADJOURNMENT

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

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

Routine Items

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

COUNCIL AGENDA

June 22, 2021

TO: The Honorable Mayor and City Council

SUBJECT: Report of Personnel Transactions

C.

Separations

None

	<u>Name</u>	<u>Title</u>	Schedule	Effective <u>Date</u>
1. FUL	L-TIME EMPLOYEES Appointments None			
В.	Changes None			
C.	Separations None			
2. PAR	RT-TIME EMPLOYEES			
A.	Appointments Ismael Zavalza	Maitnenance Trainee I	В	06/01/2021
В.	Changes David Spreitzer	Maintenance Services Aide III Maintenance Trainee I	B to B	05/30/2021

Thaddeus McCormack

City Manager

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CITY OF LAKEWOOD FUND SUMMARY 6/3/2021

In accordance with section 2521 of the Lakewood Municipal Code there is presented herewith a summary of obligations to be paid by voucher 102256 through 102313. Each of the following demands has been audited by the Director of Administrative Services and approved by the City Manager.

		112,725.26
8030	TRUST DEPOSIT	672.00
7500	WATER UTILITY FUND	27,399.43
5030	FLEET MAINTENANCE	5,087.06
5020	CENTRAL STORES	591.73
1500	MISC-SPECIAL REVENUE FUND	19,649.75
1050	COMMUNITY FACILITY	709.79
1010	GENERAL FUND	58,615.50

Council Approval		
	Date	City Manager
Attest		
	City Clerk	Director of Administrative Services

CHECK#	CHECK DATE	VEND#	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
102256	06/03/2021	61307	PERRIS FENCE & SUPPLY	165.74	0.00	165.74
102257	06/03/2021	5539	A-1 ENTERPRISES. INC.	9,696.00	0.00	9,696.00
102258	06/03/2021	53867	AAA FLAG & BANNER CO	17,708.79	0.00	17,708.79
102259	06/03/2021	4113	SHAKER NERMINE	1,925.00	0.00	1,925.00
102260	06/03/2021	1115	AGUIRRE. MICHAEL	50.00	0.00	50.00
102261	06/03/2021	2701	AIRE RITE A/C & REFRIGERATION INC	6,624.37	0.00	6,624.37
102262	06/03/2021	1700	ALLIED REFRIGERATION INC	557.64	0.00	557.64
102263	06/03/2021	4684	AMAZON.COM LLC	473.22	0.00	473.22
102264	06/03/2021	58000	AMERICAN TRUCK & TOOL RENTAL INC	402.83	0.00	402.83
102265	06/03/2021	5322	N. HARRIS COMPUTER CORPORATION	19,750.50	0.00	19,750.50
102266	06/03/2021	4721	BELL EVENT SERVICES INC	2,450.00	0.00	2,450.00
102267	06/03/2021	1813	BIOMETRICS4ALL INC	50.25	0.00	50.25
102268	06/03/2021	307	CALIF. STATE DISBURSEMENT UNIT	405.80	0.00	405.80
102269	06/03/2021	53983	CALIF STATE FRANCHISE TAX BOARD	270.25	0.00	270.25
102270	06/03/2021	59955	CALIFORNIA ELECTRIC SUPPLY CO	55.03	0.00	55.03
102271	06/03/2021	5382	CANNON CORPORATION	7,662.75	0.00	7,662.75
102272	06/03/2021	45894	CINTAS CORPORATION	70.89	0.00	70.89
102273	06/03/2021	5368	CAMERON WELDING SUPPLY	290.79	0.00	290.79
102274	06/03/2021	4654	BRAGG INVESTMENT COMPANY, INC.	72.30	0.00	72.30
102275	06/03/2021	4680	DIAZ. ISABELLE	210.00	0.00	210.00
102276	06/03/2021	5242	EEC ACOUISITION LLC	709.79	0.00	709.79
102277	06/03/2021	4435	ELLIOTT AUTO SUPPLY COMPANY INC	20.37	0.00	20.37
102278	06/03/2021	63519	FLUE STEAM INC	516.70	0.00	516.70
102279		•	VOID			
102280	06/03/2021	35477	HARA M LAWNMOWER CENTER	2,177.71	0.00	2,177.71
102281	06/03/2021	42031	HOME DEPOT	2,127.52	0.00	2,127.52
102282	06/03/2021	41897	HOSE-MAN THE	374.42	0.00	374.42
102283	06/03/2021	59873	JJS PALOMO'S STEEL INC	17.09	0.00	17.09
102284	06/03/2021	5514	KONO'S AUTO BODY & PAINT	1,800.00	0.00	1,800.00
102285	06/03/2021	55467	LAWSON PRODUCTS INC	1,240.50	0.00	1,240.50
102286	06/03/2021	20300	LONG BEACH CITY GAS & WATER DEPT	586.87	0.00	586.87
102287	06/03/2021	23130	MC MASTER-CARR SUPPLY CO	136.05	0.00	136.05
102288	06/03/2021	5525	MICHAEL BAKER INTERNATIONAL. INC.	19,649.75	0.00	19,649.75
102289	06/03/2021	4892	NESTLE WATERS NORTH AMERICA	110.23	0.00	110.23
	06/03/2021		NSWC MECHANICAL SERVICE. LLC	7,273.00	0.00	7,273.00
	06/03/2021	4443	O'REILLY AUTOMOTIVE STORES INC	63.87	0.00	63.87
	06/03/2021		OFFICE DEPOT BUSINESS SVCS	541.82	0.00	541.82
	06/03/2021		PERMECO INC	672.00	0.00	672.00
	06/03/2021		RAYVERN LIGHTING SUPPLY CO INC	366.61	0.00	366.61
	06/03/2021		SMART & FINAL INC	68.88	0.00	68.88
	06/03/2021		SO CALIF SECURITY CENTERS INC	47.58	0.00	47.58
	06/03/2021		STATE WATER RESOURCES CONTROL BOARD	70.00	0.00	70.00
	06/03/2021		THE TECHNOLOGY DEPOT	1,039.25	0.00	1,039.25
102299	06/03/2021	5297	THURSTON ELEVATOR CONCEPTS. INC.	140.00	0.00	140.00

CHECK #	CHECK DATE	VEND#	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
102300	06/03/2021	35089	UNDERGROUND SERVICE ALERT	186.55	0.00	186.55
102301	06/03/2021	5284	UNIFIRST CORPORATION	23.61	0.00	23.61
102302	06/03/2021	49848	USA BLUE BOOK A DIVISION OF	267.35	0.00	267.35
102303	06/03/2021	4907	VARSITY BRANDS HOLDING CO INC	102.86	0.00	102.86
102304	06/03/2021	64652	CELLCO PARTNERSHIP	595.40	0.00	595.40
102305	06/03/2021	33200	WALTERS WHOLESALE ELECTRIC CO	60.47	0.00	60.47
102306	06/03/2021	3943	WATERLINE TECHNOLOGIES INC	766.29	0.00	766.29
102307	06/03/2021	17640	WAXIE ENTERPRISES INC	136.93	0.00	136.93
102308	06/03/2021	1939	WAYNE HARMEIER INC	581.07	0.00	581.07
102309	06/03/2021	3837	WORTHINGTON FORD	55.91	0.00	55.91
102310	06/03/2021	3699	EEC ENVIRONMENTAL	273.64	0.00	273.64
102311	06/03/2021	3699	LOZA. CARLOS AND VERONICA	52.24	0.00	52.24
102312	06/03/2021	3699	VIVINT SOLAR INC	199.28	0.00	199.28
102313	06/03/2021	3699	WILCOX. JOHN	781.50	0.00	781.50
			Totals:	112,725.26	$\underline{0.00}$	112,725.26

CITY OF LAKEWOOD FUND SUMMARY 6/10/2021

In accordance with section 2521 of the Lakewood Municipal Code there is presented herewith a summary of obligations to be paid by voucher 102314 through 102400. Each of the following demands has been audited by the Director of Administrative Services and approved by the City Manager.

		1,014,199.34
8030	TRUST DEPOSIT	100.00
8020	LOCAL REHAB LOAN	349.30
7500	WATER UTILITY FUND	359,203.82
5030	FLEET MAINTENANCE	7,991.89
5020	CENTRAL STORES	2,775.69
5010	GRAPHICS AND COPY CENTER	434.81
3070	PROPOSITION "C"	569.76
3001	CAPITAL IMPROV PROJECT FUND	39,281.75
1623	LA CNTY MEASURE W	1,536.25
1622	LA CNTY MEASURE M	48,255.82
1070	RETIREE BENEFITS	214,160.00
1050	COMMUNITY FACILITY	11,054.80
1020	CABLE TV	19,650.00
1010	GENERAL FUND	308,835.45

Council Approval		
	Date	City Manager
Attest		
Attest		
	City Clerk	Director of Administrative Services

CHECK#	CHECK DATE	VEND#	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
102314	06/10/2021	4842	AT&TCORP	236.36	0.00	236.36
102315	06/10/2021	5264	ADVANTAGE MAILING. LLC	2,418.82	0.00	2,418.82
102316	06/10/2021	4684	AMAZON.COM LLC	3,743.59	0.00	3,743.59
102317	06/10/2021	4878	B.R. BREWER SIGN & GRAPHICS	793.80	0.00	793.80
102318	06/10/2021	5266	BAY AREA DRIVING SCHOOL. INC.	42.90	0.00	42.90
102319	06/10/2021	4278	BEAR COMMUNICATIONS INC	973.52	0.00	973.52
102320	06/10/2021	59748	BIG STUDIO INC	743.20	0.00	743.20
102321	06/10/2021	4800	BISHOP COMPANY	79.25	0.00	79.25
102322	06/10/2021	62737	BOYES. GOBIND	130.00	0.00	130.00
102323	06/10/2021	4978	CALIFORNIA FOUNDATION FOR THE	210.60	0.00	210.60
102324	06/10/2021	5244	CAMERON WELDING SUPPLY	100.66	0.00	100.66
102325	06/10/2021	5528	SEMA. INC.	40.00	0.00	40.00
102326	06/10/2021	7500	CENTRAL BASIN MUNICIPAL WATER	1,755.00	0.00	1,755.00
102327	06/10/2021	45894	CINTAS CORPORATION	75.49	0.00	75.49
102328	06/10/2021	64932	CJ CONCRETE CONSTRUCTION INC	49,622.00	0.00	49,622.00
102329	06/10/2021	5077	CLAVERIE. COURTNEY DAY	52.00	0.00	52.00
102330	06/10/2021	5214	CLEANCOR HOLDINGS LLC DBA CLEANCOR LNG L	465.00	0.00	465.00
102331	06/10/2021	5523	COLE. KODE	540.80	0.00	540.80
102332	06/10/2021		D7 CONSULTING INC	35,750.00	0.00	35,750.00
102333	06/10/2021	5540	DE LAGE LANDEN FINANCIAL SERVICES	394.81	0.00	394.81
102334	06/10/2021	27200	DICKSON R F CO INC	91,672.86	0.00	91,672.86
102335	06/10/2021	5340	DOXIM INC.	6,611.68	0.00	6,611.68
102336	06/10/2021	5229	DUNRITE PEST CONTROL INC.	260.00	0.00	260.00
102337	06/10/2021	5388	FABRIC WALLCRAFT OF CALIFORNIA. INC.	2,293.45	0.00	2,293.45
102338	06/10/2021		FILE KEEPERS. LLC	21.40	0.00	21.40
102339	06/10/2021		FIREWORKS & STAGE FX AMERICA	19,500.00	0.00	19,500.00
102340	06/10/2021	4641	FONTELA. THAO	1,115.40	0.00	1,115.40
102341	06/10/2021	4884	FRONTIER CALIFORNIA INC.	2,885.56	0.00	2,885.56
102342	06/10/2021	5343	GALLS PARENT HOLDINGS. LLC	125.49	0.00	125.49
102343	06/10/2021	4422	GARIBALDO'S NURSERY	275.63	0.00	275.63
102344	06/10/2021		GEORGE CHEVROLET	5,181.75	0.00	5,181.75
102345	06/10/2021		GLASBY MAINTENANCE SUPPLY CO	101.21	0.00	101.21
102346	06/10/2021	4886	GROH. MARK LEE	100.00	0.00	100.00
102347	06/10/2021	35477	HARA M LAWNMOWER CENTER	1,334.21	0.00	1,334.21
102348	06/10/2021	49031	HDL COREN & CONE	4,483.45	0.00	4,483.45
102349	06/10/2021	42031	HOME DEPOT	1,347.95	0.00	1,347.95
102350	06/10/2021	4688	HUNTER. JOHN L & ASSOCIATES	1,536.25	0.00	1,536.25
102351	06/10/2021		JJS PALOMO'S STEEL INC	99.22	0.00	99.22
102352	06/10/2021	2956	KICK IT UP KIDZ. LLC	250.25	0.00	250.25
102353	06/10/2021	18550	LAKEWOOD. CITY OF	100.00	0.00	100.00
102354	06/10/2021	4783	LANDCARE HOLDINGS INC	7,807.92	0.00	7,807.92
102355	06/10/2021	52357	LESLIE'S POOLMART INC	1,976.35	0.00	1,976.35
102356	06/10/2021	2409	LIFTECH ELEVATOR SERVICES INC	390.00	0.00	390.00
102357	06/10/2021	3564	LONG BEACH. CITY OF	443.45	0.00	443.45

CHECK#	CHECK DATE	VEND#	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
102358	06/10/2021	21050	LOS ANGELES CO CLERK	75.00	0.00	75.00
102359	06/10/2021	36844	LA COUNTY DEPT OF PUBLIC WORKS	16,388.06	0.00	16,388.06
102360	06/10/2021	63809	MACAULAY. CHRISTINA	150.00	0.00	150.00
102361	06/10/2021	66339	MC ENROE. BARBARA	104.00	0.00	104.00
102362	06/10/2021	23130	MC MASTER-CARR SUPPLY CO	128.18	0.00	128.18
102363	06/10/2021	52588	MILLER DON & SONS	144.89	0.00	144.89
102364	06/10/2021	4443	O'REILLY AUTOMOTIVE STORES INC	906.44	0.00	906.44
102365	06/10/2021	47554	OFFICE DEPOT BUSINESS SVCS	101.99	0.00	101.99
102366	06/10/2021	5548	OPENCITIES. INC.	19,500.00	0.00	19,500.00
102367	06/10/2021	63708	DY-JO CORPORATION	570.00	0.00	570.00
102368	06/10/2021	4760	PUN GROUP. THE LLP	15,000.00	0.00	15,000.00
102369	06/10/2021	5526	RE CHAFFEE CONSTRUCTION INC.	270,512.50	0.00	270,512.50
102370	06/10/2021	45437	S & J SUPPLY CO	748.32	0.00	748.32
102371	06/10/2021	47141	STEARNS CONRAD & SCHMIDT CONSLT ENG	4,031.00	0.00	4,031.00
102372	06/10/2021	65712	SEDARU INC.	1,485.00	0.00	1,485.00
102373	06/10/2021	5197	SIGNAL HILL AUTO ENTERPRISES INC.	206.06	0.00	206.06
102374	06/10/2021	5230	SITEONE LANDSCAPE SUPPLY. LLC	317.85	0.00	317.85
102375	06/10/2021	29100	SNAP-ON INDUSTRIAL	184.86	0.00	184.86
102376	06/10/2021	26900	SO CALIF SECURITY CENTERS INC	54.30	0.00	54.30
102377	06/10/2021	5348	SONG. JAY	7,833.30	0.00	7,833.30
102378	06/10/2021	29400	SOUTHERN CALIFORNIA EDISON CO	69,380.50	0.00	69,380.50
102379	06/10/2021	5541	SPECIFIC ENERGY	54,972.90	0.00	54,972.90
102380	06/10/2021	2559	STANLEY CONVERGENT SECURITY	28,821.69	0.00	28,821.69
102381	06/10/2021	4770	MANCE. MIKE J.	192.06	0.00	192.06
102382	06/10/2021	4581	STEIN. ANDREW T	1,353.50	0.00	1,353.50
102383	06/10/2021	60792	STEPHENS. ERIC	343.20	0.00	343.20
102384	06/10/2021	52610	SWANK MOTION PICTURES INC	1,280.00	0.00	1,280.00
102385	06/10/2021	5278	THE TECHNOLOGY DEPOT	1,351.71	0.00	1,351.71
102386	06/10/2021	3110	TORRES LOPEZ JAVIER	149.00	0.00	149.00
102387	06/10/2021	65224	TUMBLE-N-KIDS. INC	6,630.00	0.00	6,630.00
102388	06/10/2021	4356	U S BANK PARS ACCT #6746022500	214,160.00	0.00	214,160.00
102389	06/10/2021	31800	U S POSTMASTER	322.00	0.00	322.00
102390	06/10/2021	5284	UNIFIRST CORPORATION	23.61	0.00	23.61
102391	06/10/2021	64652	CELLCO PARTNERSHIP	4,497.22	0.00	4,497.22
102392	06/10/2021	33200	WALTERS WHOLESALE ELECTRIC CO	278.30	0.00	278.30
102393	06/10/2021	3943	WATERLINE TECHNOLOGIES INC	2,555.63	0.00	2,555.63
102394	06/10/2021	17640	WAXIE ENTERPRISES INC	737.02	0.00	737.02
102395	06/10/2021	62628	WELLS C. PIPELINE MATERIALS	429.12	0.00	429.12
102396	06/10/2021	2279	AMERICAN PACIFIC PRINTERS COLLEGES	481.80	0.00	481.80
102397	06/10/2021	5319	WILBER. BILL	20.00	0.00	20.00
	06/10/2021		WILLDAN ASSOCIATES	39,281.75	0.00	39,281.75
102399	06/10/2021	3699	NGUYEN. BETH	66.00	0.00	66.00
102400	06/10/2021	3699	SNOW. ERIC AND JENNIFER	349.30	0.00	349.30

	CHECK					CHECK
CHECK# DATE VEND#		VEND#	VENDOR NAME	GROSS	DISC.	AMOUNT
			Totals:	1,014,199.34	0.00	1,014,199.34

CITY OF LAKEWOOD FUND SUMMARY 6/17/2021

In accordance with section 2521 of the Lakewood Municipal Code there is presented herewith a summary of obligations to be paid by voucher 102401 through 102488. Each of the following demands has been audited by the Director of Administrative Services and approved by the City Manager.

30.0		2,171,838.72
8010	CDBG PROGRAM INCOME	2,451.51
7500	WATER UTILITY FUND	265,505.54
5030	FLEET MAINTENANCE	3,606.75
5020	CENTRAL STORES	2,077.42
3070	PROPOSITION "C"	150.08
3015	ROAD MAINTC & REHAB ACCT	50,000.00
3001	CAPITAL IMPROV PROJECT FUND	49,377.75
1621	LA CNTY MEASURE R	1,501.70
1500	MISC-SPECIAL REVENUE FUND	4,745.25
1336	STATE COPS GRANT	20,287.38
1050	COMMUNITY FACILITY	2,092.99
1030	CDBG CURRENT YEAR	4,824.58
1020	CABLE TV	80.00
1010	GENERAL FUND	1,765,137.77

Council Approval		
	Date	City Manager
• • •		
Attest		
	City Clerk	Director of Administrative Services

CHECK#	CHECK DATE	VEND#	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
102401	06/17/2021	61142	ADAMS-HILLERY SHARRON	2,399.68	0.00	2,399.68
102402	06/17/2021	4644	AGRI-TURF DISTRIBUTING	1,593.99	0.00	1,593.99
102403	06/17/2021	3211	ALL STAR GLASS	271.61	0.00	271.61
102404	06/17/2021	4684	AMAZON.COM LLC	2,042.12	0.00	2,042.12
102405	06/17/2021	35016	ASSOCIATED SOILS ENGINEERING INC	965.00	0.00	965.00
102406	06/17/2021	59969	BAKERSFIELD WELL & PUMP CO	11,283.67	0.00	11,283.67
102407	06/17/2021	5184	BEGINNERS EDGE SPORTS TRAINING. LLC	4,054.05	0.00	4,054.05
102408	06/17/2021	491	LEE. YOUNG	703.40	0.00	703.40
102409	06/17/2021	315	CALIF PUBLIC PARKING ASSOCIATION	250.00	0.00	250.00
102410	06/17/2021	53983	CALIF STATE FRANCHISE TAX BOARD	799.90	0.00	799.90
102411	06/17/2021	5244	CAMERON WELDING SUPPLY	110.46	0.00	110.46
102412	06/17/2021	45894	CINTAS CORPORATION	61.09	0.00	61.09
102413	06/17/2021	57070	CITY LIGHT & POWER LKWD INC	4,095.00	0.00	4,095.00
102414	06/17/2021	4654	BRAGG INVESTMENT COMPANY. INC.	89.99	0.00	89.99
102415	06/17/2021	4776	CORELOGIC. INC.	44.00	0.00	44.00
102416	06/17/2021	4876	CREATE A PARTY INC.	3,495.70	0.00	3,495.70
102417	06/17/2021	4043	DIAMOND ENVIRONMENTAL SERVICES LP	842.75	0.00	842.75
102418	06/17/2021	5542	ECONOMIC & PLANNING SYSTEMS INC.	3,987.50	0.00	3,987.50
102419	06/17/2021	3199	EDCO WASTE SERVICES LLC	442,837.33	0.00	442,837.33
102420	06/17/2021	3199	EDCO WASTE SERVICES LLC	7,344.15	0.00	7,344.15
102421	06/17/2021	5157	INTERNATIONAL E-Z UP INC	810.80	0.00	810.80
102422	06/17/2021	4435	ELLIOTT AUTO SUPPLY COMPANY INC	120.51	0.00	120.51
102423	06/17/2021	3946	FERGUSON ENTERPRISES INC	3,927.13	0.00	3,927.13
102424	06/17/2021	5343	GALLS PARENT HOLDINGS. LLC	136.52	0.00	136.52
102425	06/17/2021	3820	PLAYCORE WISCONSIN INC	10,848.33	0.00	10,848.33
102426	06/17/2021	34845	GLASBY MAINTENANCE SUPPLY CO	139.14	0.00	139.14
102427	06/17/2021	65779	GOLDEN STATE WATER COMPANY	15,806.41	0.00	15,806.41
102428	06/17/2021	52540	GONSALVES JOE A & SON	4,526.00	0.00	4,526.00
102429	06/17/2021		GRANITE TELECOMMUNICATIONS. LLC	171.44	0.00	171.44
	06/17/2021	35477	HARA M LAWNMOWER CENTER	501.64	0.00	501.64
102431	06/17/2021	42031	HOME DEPOT	3,248.60	0.00	3,248.60
102432	06/17/2021		IMMEDIATE MEDICAL CARE	40.00	0.00	40.00
	06/17/2021		JHM SUPPLY INC	42.09	0.00	42.09
102434	06/17/2021		KICK IT UP KIDZ. LLC	91.00	0.00	91.00
	06/17/2021		KRAUSE. DIANN	295.69	0.00	295.69
	06/17/2021		LAKEWOOD CHAMBER OF COMMERCE	1,833.33	0.00	1,833.33
	06/17/2021		LAKEWOOD MEALS ON WHEELS	875.00	0.00	875.00
102438	06/17/2021		LAKEWOOD, CITY WATER DEPT	69,701.68	0.00	69,701.68
102439	06/17/2021		LIGHTING RESOURCES LLC	414.11	0.00	414.11
102440	06/17/2021		LINCOLN EOUIPMENT INC	74.77	0.00	74.77
102441	06/17/2021		LOS ANGELES CO SHERIFFS DEPT	1,011,599.78	0.00	1,011,599.78
	06/17/2021		LOS ANGELES CO/DEPT PW BLDG SVCS	84,963.60	0.00	84,963.60
102443	06/17/2021		LA COUNTY DEPT OF PUBLIC WORKS	1,656.95	0.00	1,656.95
102444	06/17/2021	4705	MAG-TROL. INC.	1,486.86	0.00	1,486.86

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102445	06/17/2021	5525	MICHAEL BAKER INTERNATIONAL, INC.	757.75	0.00	757.75
102446	06/17/2021	52588	MILLER DON & SONS	543.16	0.00	543.16
102447	06/17/2021	4443	O'REILLY AUTOMOTIVE STORES INC	712.68	0.00	712.68
102448	06/17/2021	47554	OFFICE DEPOT BUSINESS SVCS	1,598.05	0.00	1,598.05
102449	06/17/2021	4909	ORANGE CO CIRCUIT BREAKERS. INC.	533.36	0.00	533.36
102450	06/17/2021	3940	ORANGE COUNTY TANK TESTING INC	650.00	0.00	650.00
102451	06/17/2021	63708	DY-JO CORPORATION	2,050.00	0.00	2,050.00
102452	06/17/2021	65659	PHASE II SYSTEMS INC	2,903.05	0.00	2,903.05
102453	06/17/2021	50512	PATHWAYS VOLUNTEER HOSPICE	750.00	0.00	750.00
102454	06/17/2021	3888	UAG CERRITOS I. LLC	113.45	0.00	113.45
102455	06/17/2021	5367	OUADIENT LEASING USA. INC.	854.84	0.00	854.84
102456	06/17/2021	5367	OUADIENT LEASING USA. INC.	426.83	0.00	426.83
102457	06/17/2021	39640	RAYVERN LIGHTING SUPPLY CO INC	439.90	0.00	439.90
102458	06/17/2021	45437	S & J SUPPLY CO	832.06	0.00	832.06
102459	06/17/2021	65297	S.T.E.A.M.	14,421.66	0.00	14,421.66
102460	06/17/2021	3153	SECTRAN SECURITY INC	159.54	0.00	159.54
102461	06/17/2021	5230	SITEONE LANDSCAPE SUPPLY. LLC	2,186.48	0.00	2,186.48
102462	06/17/2021	52279	SMART & FINAL INC	192.95	0.00	192.95
102463	06/17/2021	29100	SNAP-ON INDUSTRIAL	138.10	0.00	138.10
102464	06/17/2021	26900	SO CALIF SECURITY CENTERS INC	19.27	0.00	19.27
102465	06/17/2021	29400	SOUTHERN CALIFORNIA EDISON CO	14,056.44	0.00	14,056.44
102466	06/17/2021	29500	SOUTHERN CALIFORNIA GAS CO	793.49	0.00	793.49
102467	06/17/2021	4026	SPASEFF TED C	287.50	0.00	287.50
102468	06/17/2021	44104	STATE WATER RESOURCES CONTROL BOARD	90.00	0.00	90.00
102469	06/17/2021	60792	STEPHENS. ERIC	315.90	0.00	315.90
102470	06/17/2021	60685	TURF STAR	158.19	0.00	158.19
102471	06/17/2021	64024	U S POSTAL SERVICE	5,183.50	0.00	5,183.50
102472	06/17/2021	49848	USA BLUE BOOK A DIVISION OF	637.18	0.00	637.18
102473	06/17/2021	4907	VARSITY BRANDS HOLDING CO INC	842.52	0.00	842.52
102474	06/17/2021	5003	WALTOWER. SHAWN	42.25	0.00	42.25
102475	06/17/2021	7400	WATER REPLENISHMENT DISTRICT OF	226,346.46	0.00	226,346.46
102476	06/17/2021	5155	WATER SYSTEM SERVICES LLC	175.00	0.00	175.00
102477	06/17/2021	3943	WATERLINE TECHNOLOGIES INC	3,219.44	0.00	3,219.44
102478	06/17/2021	17640	WAXIE ENTERPRISES INC	660.19	0.00	660.19
102479	06/17/2021	60651	WECK ANALYTICAL ENVIRONMENTAL SERVICES I	4,982.90	0.00	4,982.90
102480	06/17/2021	40925	WEST COAST ARBORISTS INC	80,654.40	0.00	80,654.40
102481	06/17/2021	37745	WESTERN EXTERMINATOR CO	282.45	0.00	282.45
	06/17/2021		WILLDAN ASSOCIATES	99,222.50	0.00	99,222.50
102483	06/17/2021		WYNN. LAKYN	13.00	0.00	13.00
102484	06/17/2021		ZAMORA. SILVIE (WARD)	80.00	0.00	80.00
102485	06/17/2021		FITZER. ANN MARIE	338.00	0.00	338.00
	06/17/2021		PRYOR. RAY	35.00	0.00	35.00
	06/17/2021		ROTH. JODI	2,451.51	0.00	2,451.51
102488	06/17/2021	3699	SUTTON. SAMANTHA	105.00	0.00	105.00

CHECK#	CHECK DATE	VEND#	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT	
			Totals:	2,171,838.72	0.00	2,171,838.72	

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TO: The Honorable Mayor and City Council

SUBJECT: Report of City Council Committees' Activities

INTRODUCTION

A brief update is provided for City Council review on the activities of the following standing committees: Public Safety, and Water Resources Committees.

STATEMENT OF FACT

On May 20, 2021, the Public Safety Committee met and discussed:

Community Organizations Firework Stands Update

All 25 organizations have submitted required documents. A mandatory safety meeting will be held on June 23, 2021. The committee reviewed the summary of applications and recommended to the City Council for issuance of permits.

Fiscal Year 21-22 Budget Discussion

Public Safety staff suggested the addition of one motorcycle sergeant position dedicated to traffic enforcement. The committee requested comparable costs between a Motorcycle Deputy vs. a Motorcycle Sergeant position. Also mentioned were increased efforts for enhanced patrol and the Sky Knight program. Staff proposed the addition of contracted crossing guard services.

Crime Trends and Statistics

Overall, part one crimes in 2021 were slightly lower when compared to 2020 citywide. Lakewood Center Mall part one crimes in 2021 were lower when compared to 2020.

Abatement Deputy Update

Deputy Nowotny was pleased to report two success stories of individuals being placed in housing.

Public Outreach

Staff reported illegal fireworks and traffic safety messages were disseminated to the community across various platforms. Senator Archuleta was supportive of our illegal fireworks campaign. We will share our campaign details with his team.

Public Safety Department Update

Staff provided updates on virtual community outreach meetings and relayed summer safety tips. The department is fully prepared to resume in-person meetings when allowed.

Council Committees' Activities June 22, 2021 Page 2

2021 Fireworks Plan Update

Mandatory safety meetings will be held with participating organizations. Deputy personnel and CSO's will assist with traffic control for the multi-site fireworks show on July 2, 2021 and will continue illegal firework enforcement thereafter. The illegal firework tip line has been very active.

Follow-Up Items

A letter of concern was sent to District Attorney Gascón regarding newly implemented directives earlier this year. A response has not been received yet. Staff will compile a list of cases that were rejected and formally request updates from the District Attorney's office.

Miscellaneous

Staff will re-visit the Sky Knight marketing campaign after the Fourth of July holiday.

On May 25, 2021, the Public Safety Committee met and discussed:

Fiscal Year 21-22 Budget Discussion Update

Staff presented additional information regarding the cost of a Motorcycle Deputy unit vs. the proposed Motorcycle Sergeant unit. This unit would be dedicated to traffic enforcement within the city full-time.

The committee agreed to modify the proposal and recommend for the City Council to proceed with the addition of a dedicated Traffic Deputy car in lieu of a motorcycle.

On June 1, 2021, the Water Resources Committee met and discussed:

Water Rights Lease

- Two bids were received for FY 2022-2023, the highest was from the City of Cerritos for 750 acre-feet (AF) at \$165.00 per AF.
- The Committee advised staff to continue observing the market for water rights then moved and approved to recommend that City Council approve the lease of 750 AF of FY22/23 water rights to the City of Cerritos for \$123,750.

Well 13A Treatment Plant Construction Bids

- Four bids were received for the construction phase of the Well 13A Treatment Plant Project and all grossly exceeded the \$495,000 engineer's estimate that was included in the bid documents.
- Not enough allocated funds exist, staff will return to the Committee after further assessment of the variances and options.
- The Committee moved and approved to recommend that the City Council reject all bids received for the construction phase of the Well 13A Treatment Plant Project.

Water Budget Update

- A revised Water Utility Budget was provided alongside a summary and snapshot of revenue and operational expenditures that included mid-year estimates as it now marks the halfway point of the 2-year budget.
- There were several variances regarding revenue and operational expenditures.
- The Committee directed staff to return with further analysis of the budget variances and to include volumetric along with the correlation of water sales and Replenishment Assessment (RA) payments.

Other Communications

- Staff informed the Committee that the vendor sending the Prop 218 notices was not able to send out all of the notices in a timely manner. Alternatively, staff has coordinated with a former billing vendor to send out stand-alone notices scheduled for this week and later next week. Consequently, the public hearing date has been pushed back to July 27.
- Utility Billing and Customer Service analytics were provided, the summary included call statistics and showed a steady increase in online portal registrations and utilization.

On June 4, 2021, the Water Resources Committee met and discussed:

Water Budget Update

- A further expanded analysis of the variances regarding the Water Utility Budget that included a detailed breakdown of the following projected and actual/budgeted items:
 - Revenues
 - Lakewood productions and Long Beach sales
 - Electricity and replenishment costs
- Staff found the fluctuations to be well within the constraints of the data on-hand, the decrease in revenue due to the drop in last quarter's average is comfortably within the margin of new rates, and the projected \$200,000 in revenue from leasing Water Rights will be zeroed out in the update to the adopted 2-year budget.
- The Committee directed Staff to include the updated information into the budget documents soon to be disbursed.

On June 7, 2021, the Audit Committee met and discussed:

Ken Pun, Managing Partner with the city's independent auditors (The Pun Group) provided a comprehensive overview of the main components of their upcoming audit work:

- Scope of Work
- Responsibility in Accordance with Professional standards
- Engagement Team
- Engagement Timing
- Implementation of New GASB Pronouncements
- COVID-19 Resources

Director Gomez added that The Pun Group's review will also include the city's internal processes and procedures. He also provided an audit and financial report timeline for the Committee. He stated that there will be one more scheduled meeting of the Committee this year, in November to review the draft CAFR (Comprehensive Annual Financial Report). Subsequently, The Pun Group will make a formal presentation of the final CAFR to the City Council at the first meeting in December.

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

Thaddeus McCormack

City Manager

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COUNCIL AGENDA

June 22, 2021

TO: The Honorable Mayor and City Council

SUBJECT: Applications for Street Closure (Block Party)

INTRODUCTION

The City Council adopted Resolution No. 2008-5, establishing rules and regulations pertaining to the temporary closing of local City streets. The resolution was adopted pursuant to provisions of the Vehicle Code authorizing the City Council to adopt rules and regulations for the temporary closing of a portion of the street for celebrations or special events when the City Council finds such closing necessary for the safety and protection of persons who are to use that portion of the street during the temporary closing.

STATEMENT OF FACT

The City Clerk's Office was contacted by residents with requests to hold block parties on Sunday, July 4, 2021. A copy of the resolution outlining the rules and regulations pertaining to the temporary closure of local City streets was given to each of them, together with forms for obtaining signatures of all residents within the area to be closed (maps attached). The responsible applicants, areas and times of closure are as follows:

- Kenya Bannister, 5602-5745 Blackthorne Avenue, 12 p.m. to 10 p.m.;
- Celia Milla, 4702-4832 Briercrest Avenue, 10 a.m. to 10 p.m.;
- Kelly Eckholdt, 5702-5756 Capetown Street, 10 a.m. to 10 p.m.;
- Kerrie Whetstone, 4126-4242 Chatwin Avenue, including adjacent 5535-5547 Ravia Street, 10 a.m. to 10 p.m.;
- Javier Aguilar, 4702-4849 Coldbrook Avenue, 10 a.m. to 10 p.m.;
- Karl Meeks, 6002-6161 Eberle Street, 10 a.m. to 10 p.m.;
- Marcela MacLean, 6401-6439 Glorywhite Street, including adjacent 6400-6424 Nixon Street, 10 a.m. to 10 p.m.;
- Jennifer Smith, 4502-4657 Josie Avenue, 10 a.m. to 10 p.m.;
- Alayna Cosores, 4502-4563 Lomina Avenue, 10 a.m. to 10 p.m.;
- Terri Panter, 4102-4218 Monogram Avenue, 12 p.m. to 10 p.m.;

- Alice & Jason Brooks, 5502-5654 Montair Avenue, including adjacent 5640 & 5706 Autry Avenue, 10 a.m. to 10 p.m.;
- Dan McLemore, 4712-4843 Pimenta Avenue, 10 a.m. to 7 p.m;
- Kiley Fruhwirth, 4304-4393 Quigley Avenue including adjacent 6923 Harvey Way, 10 a.m. to 10 p.m.;
- Jose Rodriguez, 11437-11537 Renville Street, 10 a.m. to 10 p.m.;
- Jason Fronke, 7075-7080 Schroll Street, including adjacent 4100-4114 Stevely Avenue, 10 a.m. to 10 p.m.;
- Dawn Raya, 4712-4859 Snowden Avenue, 10 a.m. to 10 p.m.;
- Emmanuel Harris, 6002-6243 Village Road, 10 a.m. to 10 p.m.;
- Christina Haney, 5807-5959 Whitewood Avenue, 10 a.m. to 10 p.m; and
- Richard Martin, 2400-2632 Yearling Street, 10 a.m. to 10 p.m.

The staff of the Public Works Department has reviewed the maps and canvassed the areas of proposed closure for traffic safety conditions. They will provide a determination regarding the appropriate types and placement of barricades and warning devices to be utilized at the locations.

Should the Council approve the requests for temporary street closures, the Public Works Department will arrange for the placement and removal of the barricades for the event. Notification of said closures will be provided to the Sheriff's Station and the appropriate Fire Station.

SUMMARY

Area residents have complied with all the necessary requirements to obtain street closure permits for block parties to be held on July 4th. Such closings would provide a measure of safety and protection for persons who are to use a portion of those streets during the temporary closures.

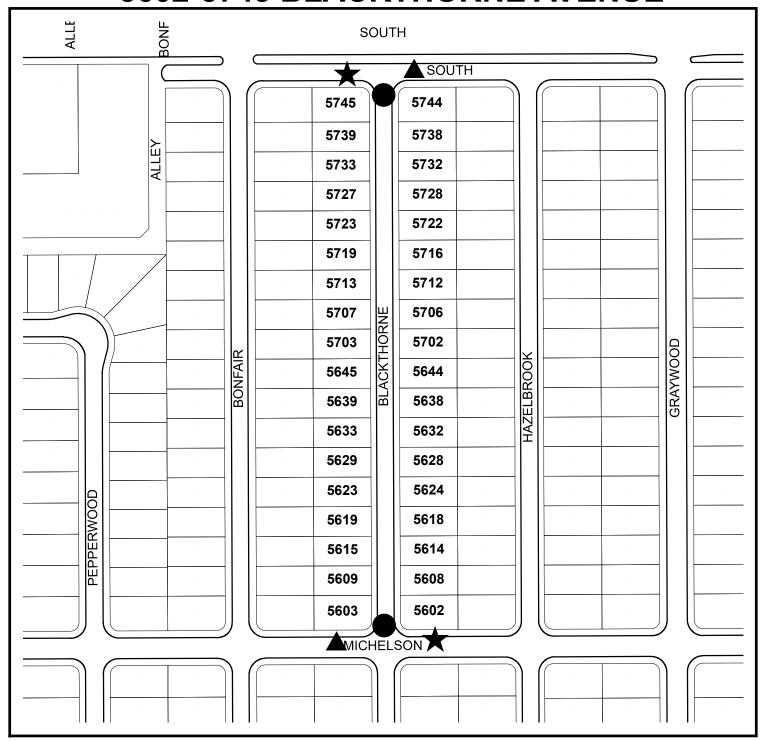
RECOMMENDATION

Staff recommends that permits be issued to the responsible applicants authorizing temporary closure at the requested locations on Sunday, July 4, 2021.

Thaddeus McCormack

City Manager

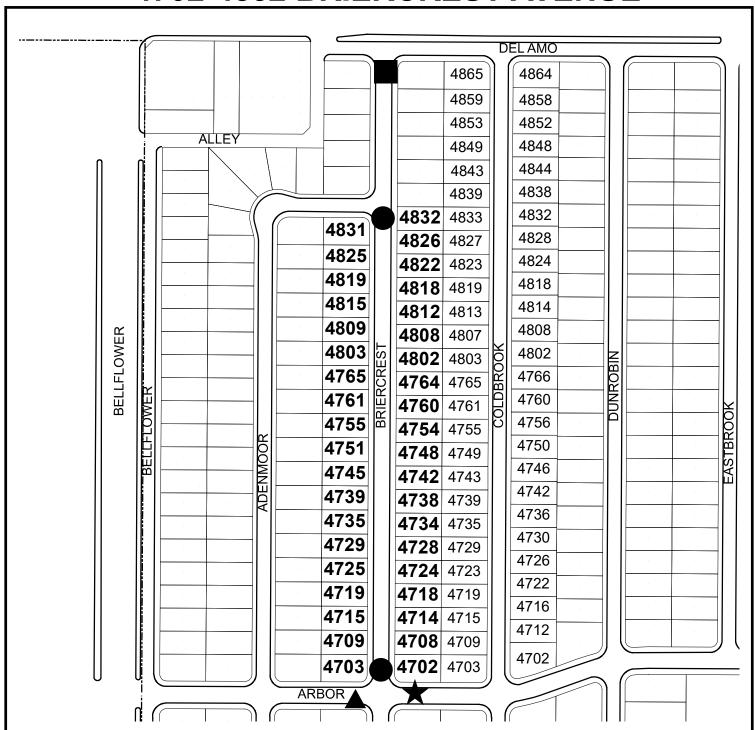
BLOCK PARTY JULY 4, 2021 12 P.M. - 10 P.M. 5602-5745 BLACKTHORNE AVENUE



- 2 FULL CLOSURE POINT "ROAD CLOSED" SIGN
- 0 ADVANCED WARNING "ROAD CLOSED AHEAD" SIGNS
- ★ 2 "NO RIGHT TURN" SIGN
 - 2 "NO LEFT TURN" SIGN

- 6 BARRICADES
- **8 DELINEATORS**

BLOCK PARTY JULY 4, 2021 10 A.M. - 10 P.M. 4702-4832 BRIERCREST AVENUE

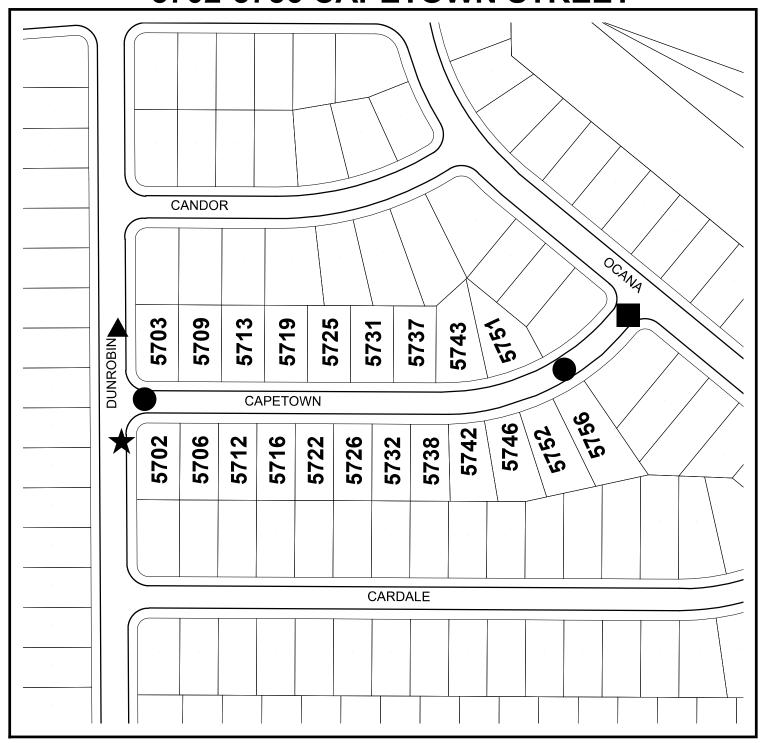


- 2 FULL CLOSURE POINT "ROAD CLOSED" SIGN
- 1 ADVANCED WARNING "ROAD CLOSED AHEAD" SIGNS
- ★ 1 "NO RIGHT TURN" SIGN
 - 1 "NO LEFT TURN" SIGN

- **6 BARRICADES**
- **8 DELINEATORS**



BLOCK PARTY JULY 4, 2021 10 A.M. - 10 P.M. 5702-5756 CAPETOWN STREET





1 ADVANCED WARNING "ROAD CLOSED AHEAD" SIGNS

★ 1 "NO RIGHT TURN" SIGN

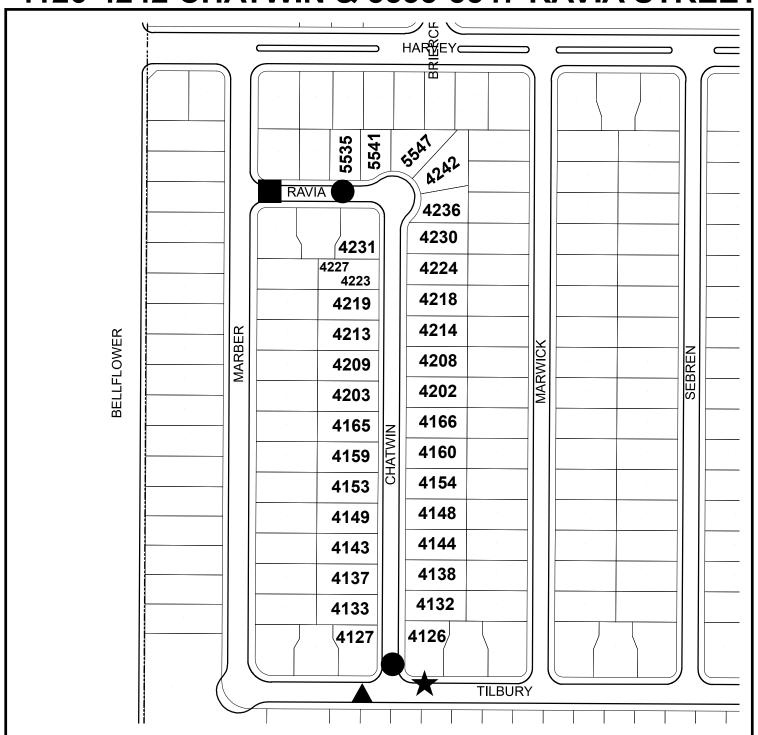
1 "NO LEFT TURN" SIGN

6 BARRICADES



BLOCK PARTY JULY 4, 2021 10 A.M. - 10 P.M.

4126-4242 CHATWIN & 5535-5547 RAVIA STREET





1 ADVANCED WARNING "ROAD CLOSED AHEAD" SIGNS

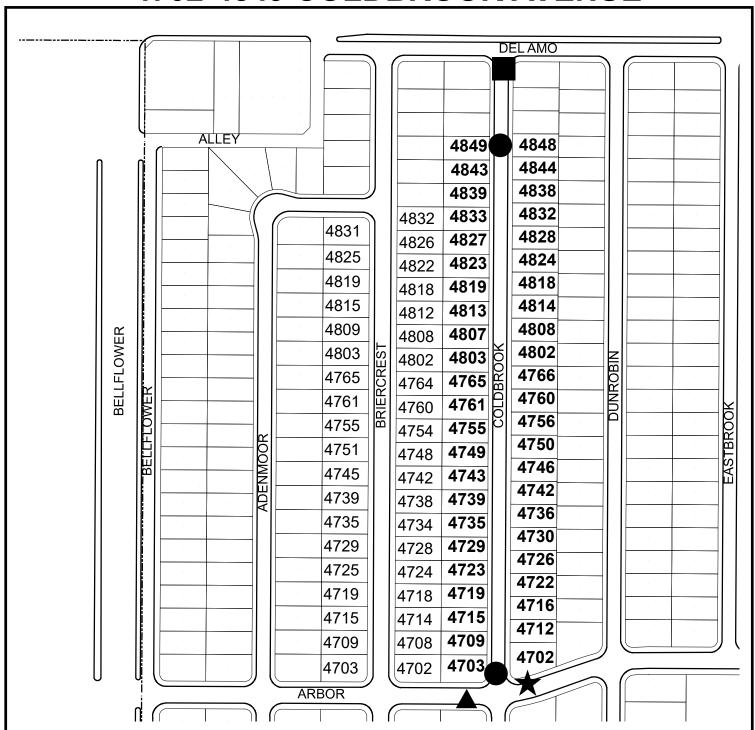
★ 1 "NO RIGHT TURN" SIGN

6 BARRICADES

▲ 1 "NO LEFT TURN" SIGN



BLOCK PARTY JULY 4, 2021 10 A.M. - 10 P.M. 4702-4849 COLDBROOK AVENUE



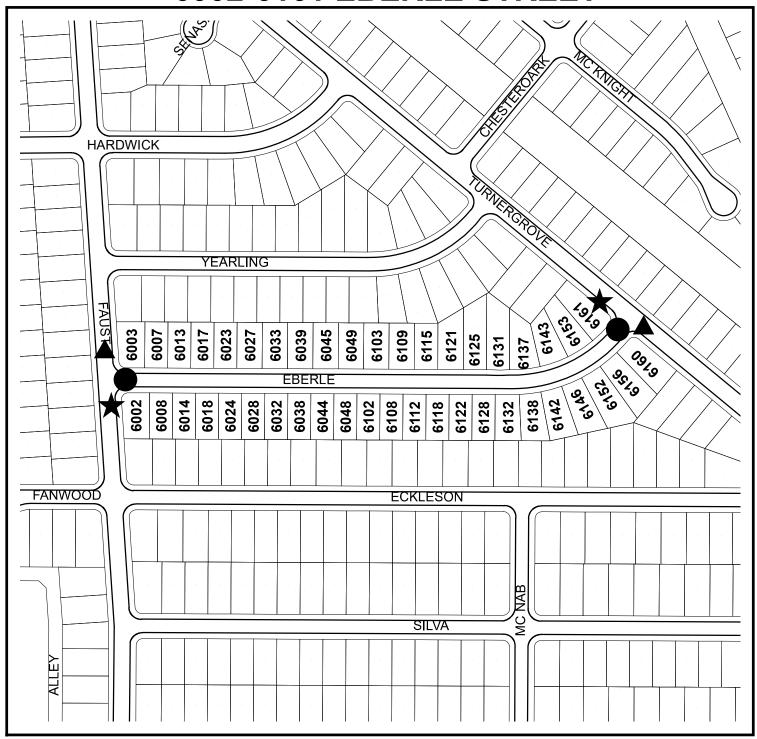
- 2 FULL CLOSURE POINT "ROAD CLOSED" SIGN
- 1 ADVANCED WARNING "ROAD CLOSED AHEAD" SIGNS
- ★ 1 "NO RIGHT TURN" SIGN

6 BARRICADES

1 "NO LEFT TURN" SIGN



BLOCK PARTY JULY 4, 2021 10 A.M. - 10 P.M. 6002-6161 EBERLE STREET



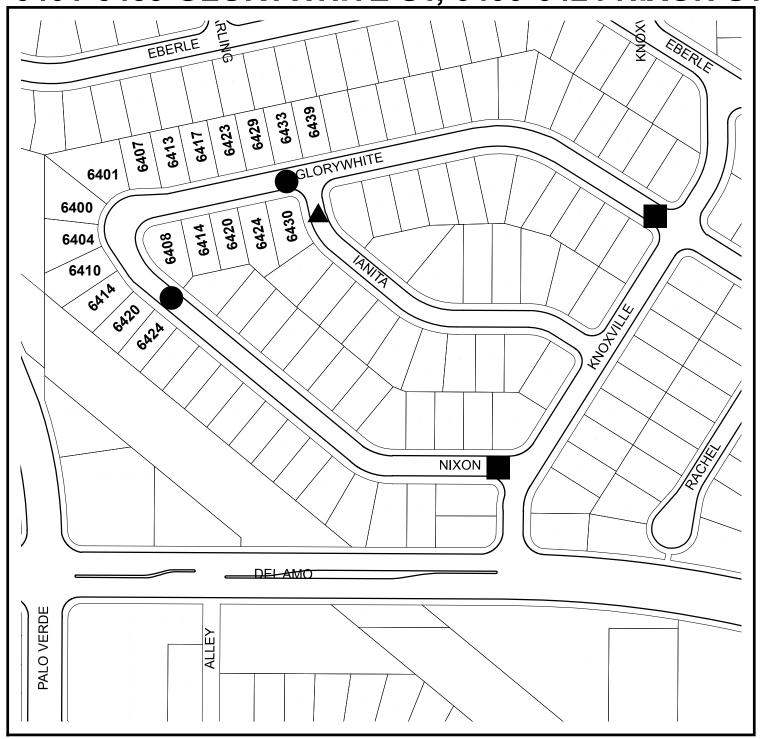
- 2 FULL CLOSURE POINT "ROAD CLOSED" SIGN
- 0 ADVANCED WARNING "ROAD CLOSED AHEAD" SIGNS
- ★ 2 "NO RIGHT TURN" SIGN

6 BARRICADES

▲ 2 "NO LEFT TURN" SIGN

BLOCK PARTY JULY 4, 2021 10 A.M. - 10 P.M.

6401-6439 GLORYWHITE ST, 6400-6424 NIXON ST



- 2 FULL CLOSURE POINT "ROAD CLOSED" SIGN
- 2 ADVANCED WARNING "ROAD CLOSED AHEAD" SIGNS
- 0 "NO RIGHT TURN" SIGN

6 BARRICADES

1 "NO LEFT TURN" SIGN

BLOCK PARTY JULY 4, 2021 10 A.M. - 10 P.M. 4502-4657 JOSIE AVENUE

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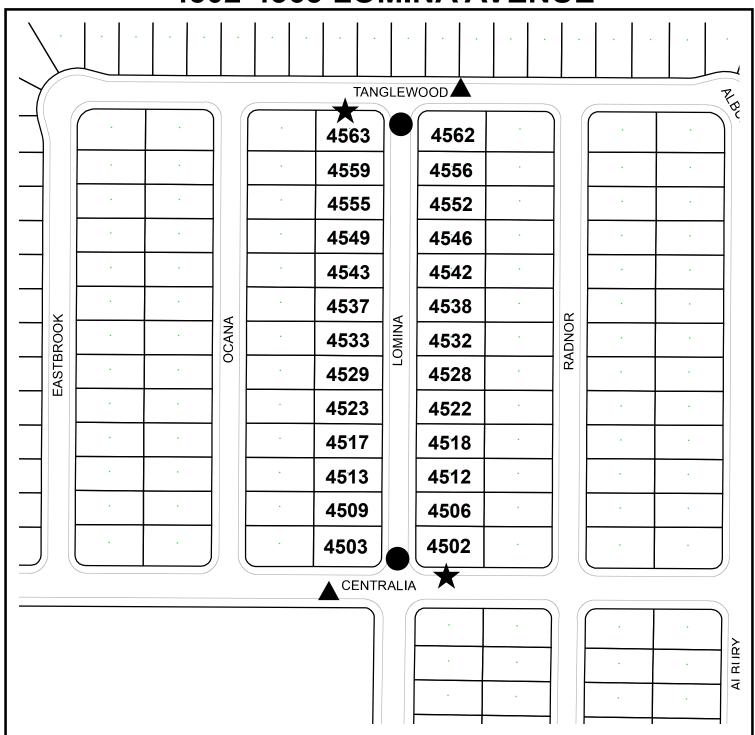
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- 0 ADVANCED WARNING "ROAD CLOSED AHEAD"
- ★ 2 "NO RIGHT TURN"

6 BARRICADES

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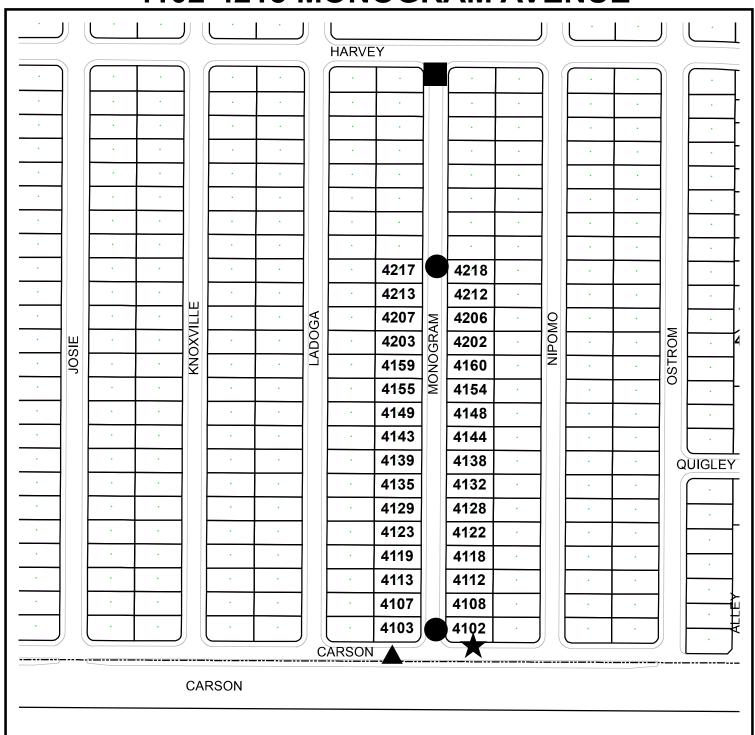
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BLOCK PARTY JULY 4, 2021 12 P.M. - 10 P.M. 4102-4218 MONOGRAM AVENUE

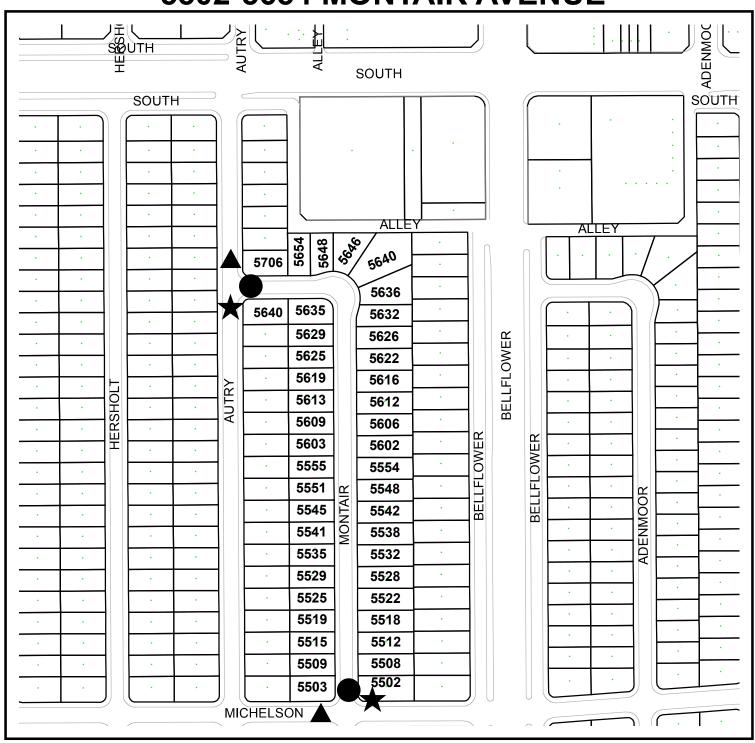


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BLOCK PARTY JULY 4, 2021 10 A.M. TO 10 P.M. 5502-5654 MONTAIR AVENUE

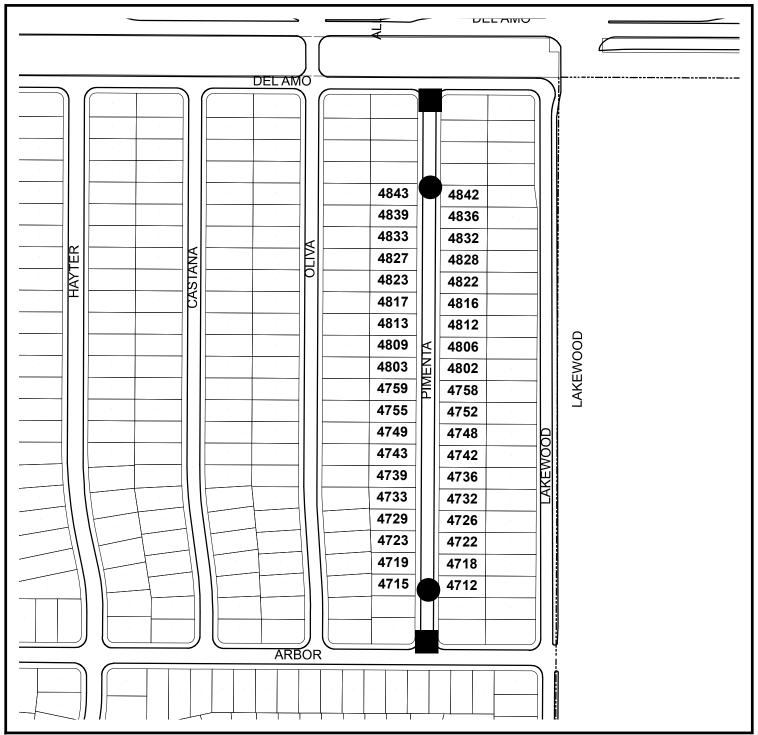


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6 BARRICADES



BLOCK PARTY JULY 4, 2021 10 A.M. - 7 P.M. 4712-4843 PIMENTA AVENUE



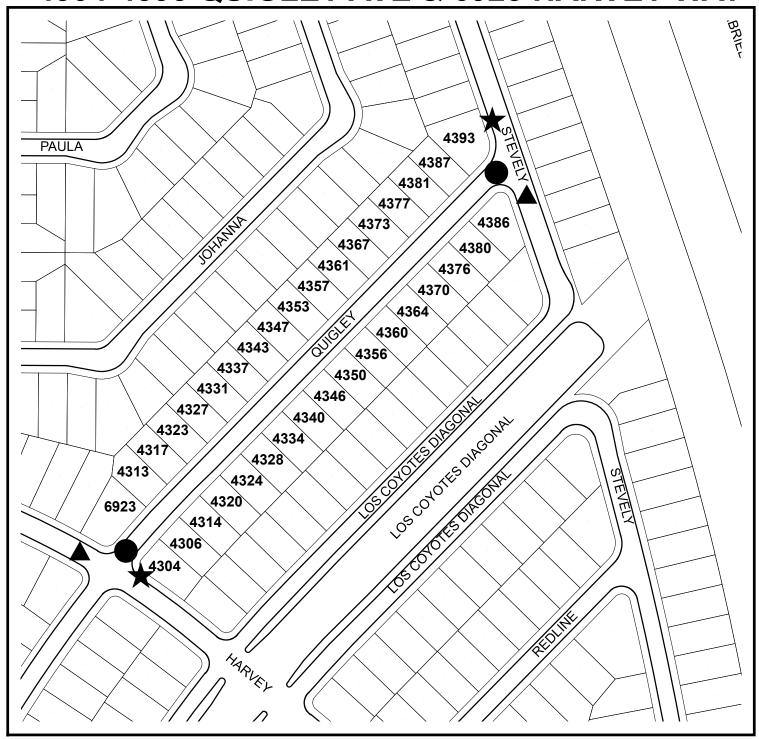
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4304-4393 QUIGLEY AVE & 6923 HARVEY WAY





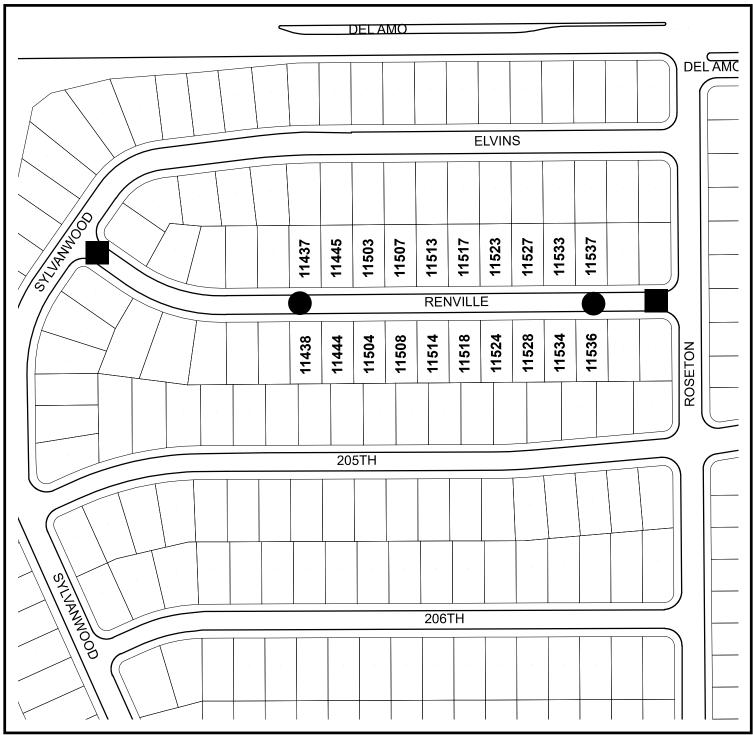
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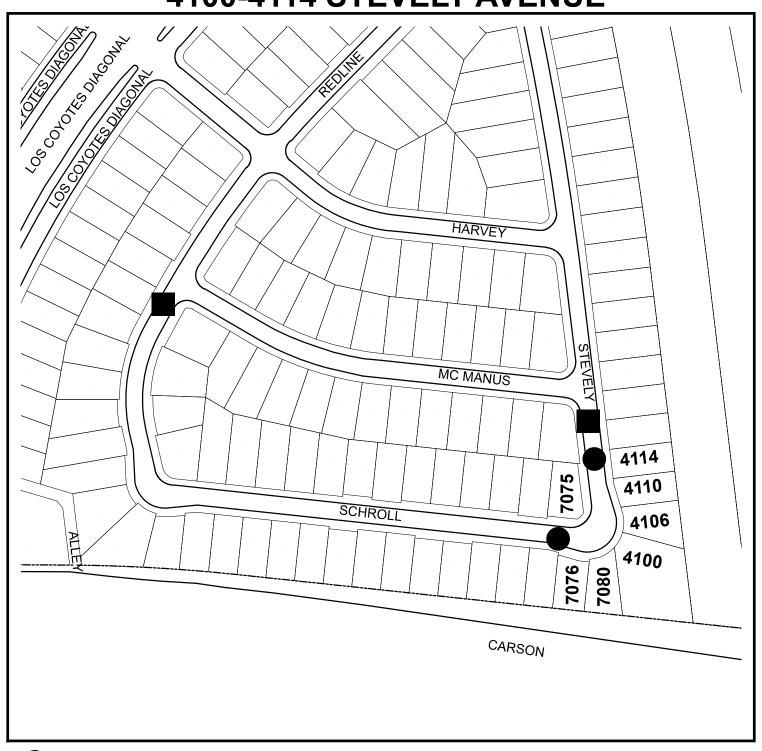


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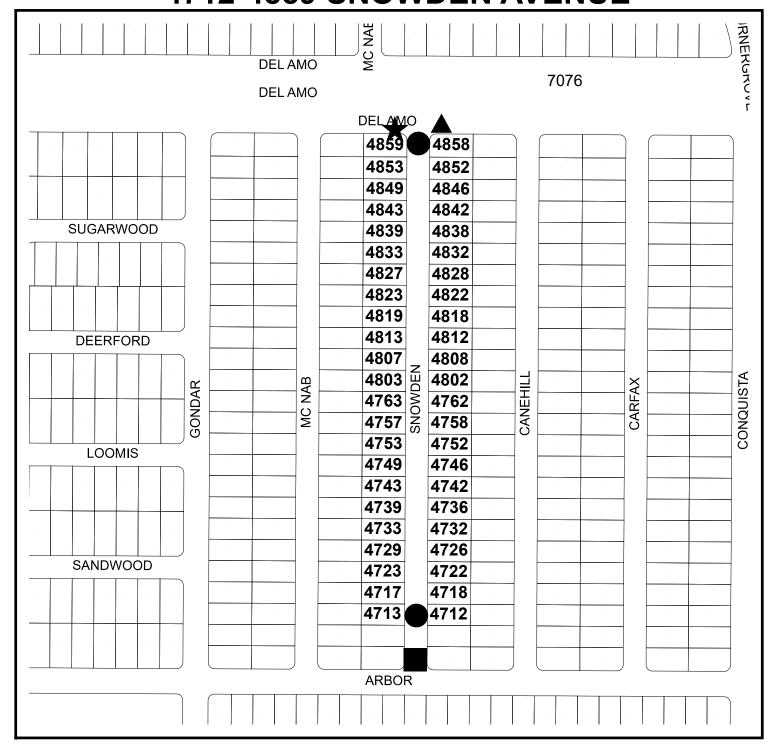
BLOCK PARTY JULY 4, 2021 10 A.M. - 10 P.M. 7075-7080 SCHROLL ST & 4100-4114 STEVELY AVENUE



- 2 FULL CLOSURE POINT "ROAD CLOSED" SIGN
- 2 ADVANCED WARNING "ROAD CLOSED AHEAD" SIGNS
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6 BARRICADES

BLOCK PARTY JULY 4, 2021 10 A.M. - 10 P.M. 4712-4859 SNOWDEN AVENUE





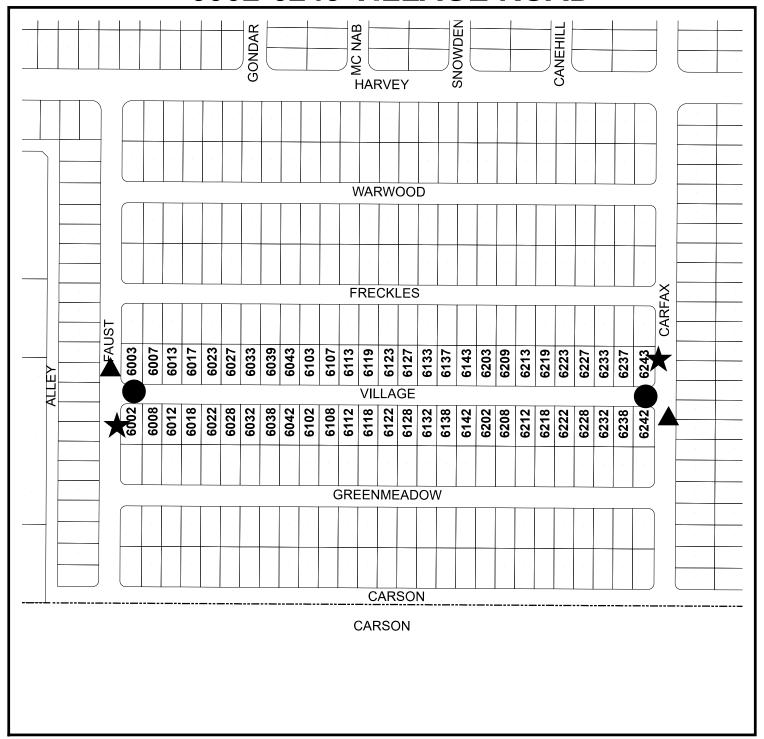
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6 BARRICADES

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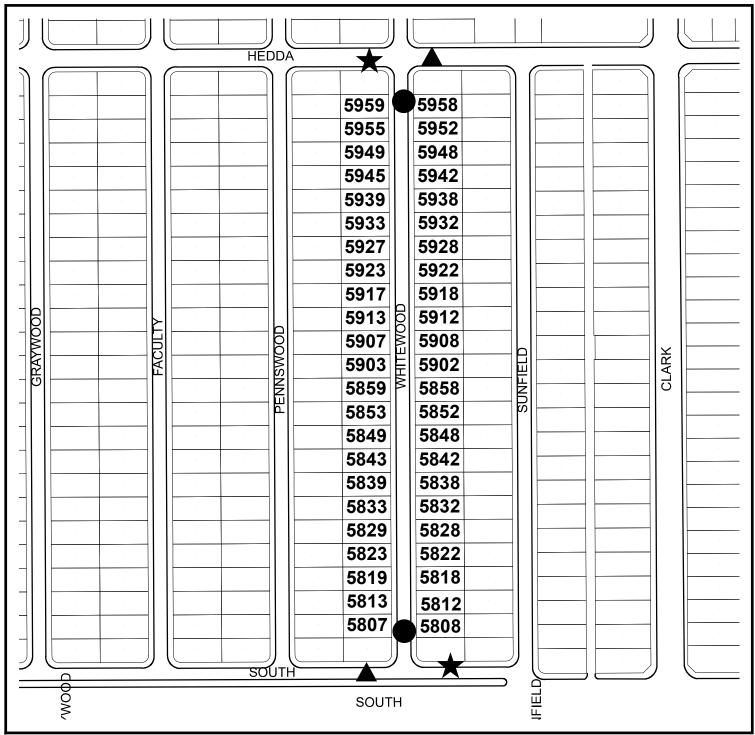
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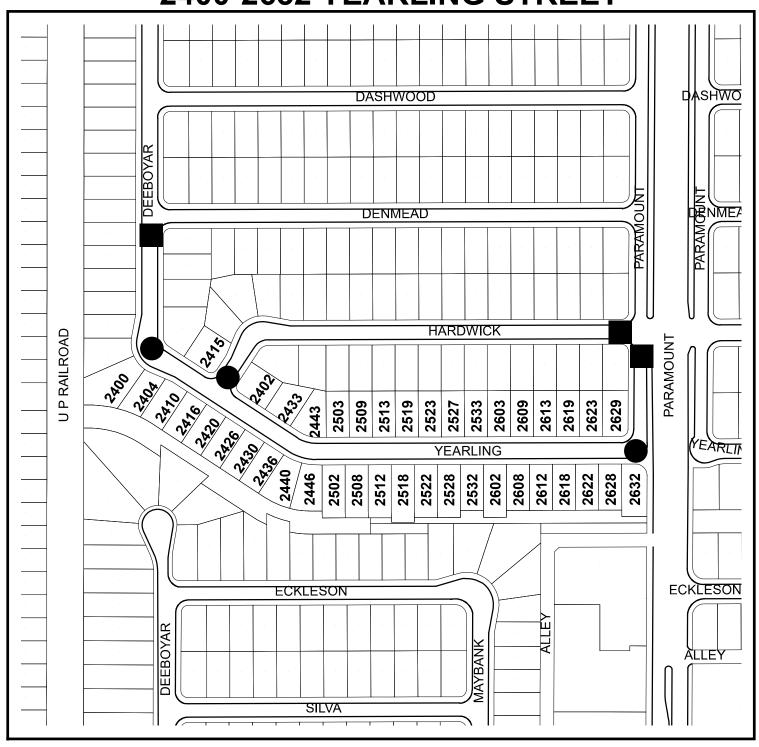
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6 BARRICADES

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BLOCK PARTY JULY 4, 2021 10 A.M. - 10 P.M. 2400-2632 YEARLING STREET



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9 BARRICADES



RESOLUTION NO. 2021-32

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

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

SECTION 1. On March 24, 2020, the City Council adopted Resolution No. 2020-5, ratifying a Proclamation of a Local Emergency that the City Manager, acting in his capacity as the City's Director of Emergency Services, had issued on March 17, 2020, due to the COVID-19 virus. On May 12, 2020, the City Council adopted Resolution No. 2020-14, extending such Local Emergency. On June 23, 2020, the City Council adopted Resolution No. 2020-35, extending such Local Emergency. On July 28, 2020, the City Council adopted Resolution No. 2020-37, extending such Local Emergency. On September 22, 2020, the City Council adopted Resolution No. 2020-52, extending such Local Emergency. On November 10, 2020, the City Council adopted Resolution No. 2020-58, extending such Local Emergency. On December 8, 2020, the City Council adopted Resolution No. 2020-61, extending such Local Emergency. On January 26, 2021, the City Council adopted Resolution No. 2021-3, extending such Local Emergency. On March 23, 2021, the City Council adopted Resolution No. 2021-6, extending such Local Emergency. On May 11, 2021, the City Council adopted Resolution No. 2021-15, extending such Local Emergency. The City Council hereby extends such Local Emergency, on the same terms and conditions.

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

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

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

ADOPTED AND APPROVED THIS 22ND DAY OF JUNE, 2021.

	Mayor	
ATTEST:		

• ·

TO: The Honorable Mayor and City Council

SUBJECT: Monthly Report of Investment Transactions – May 2021

INTRODUCTION

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

STATEMENT OF MONTHLY ACTIVITY

<u>Date</u>	Amount at Cost	Investment	Transaction
05/01/2021	367.25	BOND	Interest 0.565%
05/03/2021	2.80	MMF	Interest
05/03/2021	1,000,000.00	LAIF	Purchase
05/04/2021	45,000.00	CORP	Purchase 09.81%
05/04/2021	50,098.50	CORP	Purchase 0.981%
05/05/2021	108,210.67	CORP	Sell ^{3.250%}
05/08/2021	4,085.00	CORP	Interest ^{2.150%}
05/10/2021	593,266.30	TREAS	Purchase 0.500%
05/11/2021	1,631.25	CORP	Interest 1.125%
05/11/2021	627.55	CORP	Interest 1.141%
05/12/2021	109,839.40	CORP	Purchase 0.450%
05/12/2021	110,097.29	AGENCY	Sell ^{0.250%}
05/12/2021	2,000,000.00	LAIF	Purchase
05/13/2021	335.63	CORP	Interest 0.537%
05/15/2021	36.67	ABS	Interest 0.400%
05/15/2021	17.00	ABS	Interest 0.340%
05/15/2021	43.33	ABS	Interest 0.520%
05/15/2021	34.38	ABS	Interest 0.550%
05/15/2021	5,890.63	TREAS	Interest 1.625%
05/15/2021	1,053.50	ABS	Interest 1.720%
05/15/2021	39.58	ABS	Interest 0.500%
05/15/2021	6,750.00	TREAS	Interest ^{2.500%}
05/15/2021	51.33	ABS	Interest 0.440%
05/15/2021	433.13	ABS	Interest 1.890%
05/15/2021	37.63	ABS	Interest 0.430%
05/15/2021	14.36	ABS	Interest 0.380%
05/16/2021	4,550.00	CORP	Interest ^{2.600} %
05/18/2021	50.88	ABS	Interest 0.370%
05/18/2021	7,087.50	CORP	Interest ^{2.700%}
05/19/2021	84,911.60	CORP	Purchase 0.550%

05/20/2021	35.63	ABS	Interest 0.4500%
05/20/2021	78.33	ABS	Interest 0.470%
05/21/2021	3,300,000.00	LAIF	Purchase
05/24/2021	700.00	SUPRA	Interest 0.250%
05/24/2021	1,012.50	SUPRA	Interest 0.500%
05/25/2021	65.45	AGENCY	Interest 3.203%
05/25/2021	54.17	AGENCY	Interest 3.560%
05/25/2021	22.96	ABS	Interest 0.290%
05/25/2021	32.00	ABS	Interest 0.480%
05/25/2021	9,973.42	AGENCY	Paydown 3.203%
05/25/2021	2,542.75	AGENCY	Paydown 3.560%
05/26/2021	200,887.00	AGENCY	Sell ^{0.375%}
05/26/2021	548,572.50	CORP	Sell ^{2.700%}
05/26/2021	199,968.60	ABS	Purchase 0.340%
05/26/2021	5,000,000.00	LAIF	Purchase
05/28/2021	134,987.85	CORP	Purchase 0.700%
05/31/2021	515.63	TREAS	Interest 0.375%
05/31/2021	7,500.00	TREAS	Interest 1.875%
05/31/2021	6,093.75	TREAS	Interest 1.625%

INVESTMENT GLOSSARY

ABS (Asset-Backed Securities)

A mortgage pass-through security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable pass-through certificate, or consumer receivable-backed bond.

AGENCY (U.S. Government Agency Issues)

Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises. There are no portfolio percentage limits for U. S. Government Agency issues.

BOND (Municipal Bonds or Note)

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

CAMP (California Asset Management Program)

A Joint Powers Authority established in 1989 by the treasurers and finance directors of several California public agencies to provide an investment pool at a reasonable cost. Participation is limited to California public agencies.

CD (Certificate of Deposit)

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

Monthly Investment Transactions June 22, 2021 Page 3

COM (Commercial Paper)

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

CORP (Corporate Notes)

Medium-term notes, defined as all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the Unites States or by depository institutions licensed by the United States, or any state and operating within the United States.

FNMA (Federal National Mortgage Association)

A government-sponsored, privately owned corporation established to create a secondary market for Federal Housing Administration mortgages.

LAIF (Local Agency Investment Fund, State of California)

The Treasurer of the State of California administers this investment pool, providing a high-level of liquidity and strong safety through diversification of investments.

MMF (Money Market Fund)

This is a money market interest-bearing checking account that is fully insured and collateralized.

SUPRA (Supra-National Agency Bonds or Notes)

Supranational bonds and notes are debt of international or multi-lateral financial agencies. The debt is used to finance economic/infrastructure development, environmental protection, poverty reduction and renewable energy around the globe, rated AAA, highly liquid and issued in a range of maturities.

TREAS (U.S. Treasury Notes)

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

RECOMMENDATION

It is recommended that the City Council receive and file the Monthly Report of Investment Transactions rendered for the month of May 2021.

Jose Gomez

Director of Finance & Administrative Services

Thaddeus McCormack

City Manager

SHEEF

June 22, 2021

TO: Honorable Mayor and City Council

SUBJECT: Health and Safety Consulting Service Agreement

INTRODUCTION

On July 10, 2001, the City Council approved an agreement with Pacific Health and Safety Consulting, Inc. to conduct an audit of the citywide employee safety program. Since then, the safety engineer has provided ongoing consulting services to review and update the city's safety programs, provide safety training, assist Personnel and departments in interpreting and administering state and federal safety regulations and safe work practices, and conduct industrial health monitoring. In July 2006 Pacific Health and Safety Consulting, Inc. changed their name to Pacific EH&S Service, Inc., as they are currently known.

STATEMENT OF FACTS

The agreement provides for the safety engineer to work with the City two days per month. For fiscal year 2021-2022 Pacific EH&S, Inc. has increased their hourly rate by 2.7%. They had not had an increase in their billing rate since 2016. The billing rate for the consultant's time and materials will be \$115.00 per hour. City staff has budgeted \$23,700 in the 2021-2022 fiscal year for these safety services.

RECOMMENDATION

Staff recommends the City Council authorize the Mayor to execute an Amendment to the Agreement for Health and Safety Consulting Services, subject to approval as to form by the City Attorney.

Thaddeus McCormack

City Manager

AMENDMENT OF AGREEMENT FOR HEALTH & SAFETY CONSULTING SERVICES

This Amendment is entered into by and between the City of Lakewood (the "City") and Pacific EH&S Services, Inc., effective July 1, 2021.

- 1. Section 2 of the Agreement is amended to extend the term for one year, commencing on July 1, 2021 and ending on June 30, 2022, in an amount not to exceed \$23,700.00 annually.
 - 2. In all other respects, the Agreement shall remain in full force and effect.

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

CITY OF LAKEWOOD	PACIFIC EMAS SERVICES, INC.
Mayor	
Attest:	Title
City Clerk	
Approved as to form:	
City Attorney	

SHEET

TO: The Honorable Mayor and City Council

SUBJECT: Adoption of a Resolution Listing Proposed Projects using SB 1 FY 21-22 Funds

INTRODUCTION

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

STATEMENT OF FACTS

The City of Lakewood is projected to receive \$1,537,746 in RMRA funds in Fiscal Year 2021-2022. The City's Pavement Management System was used to assist, along with field review, in selecting and prioritizing the street segments to pave with the FY 21-22 funding.

In order to receive funding, the State requires the City to adopt a resolution setting forth planned projects for this year's allocation. Accordingly, the proposed resolution recommends paving the street segments listed in the below table using RMRA funds. However, the City can subsequently revise the list and substitute other eligible projects should the City so desire.

Proposed Projects for FY 21-22:

Street and Project Description	Segment	Estimated Useful Life	Planne d Const.	Est. Cost
Sidewalk Repairs	Approximately 2,400 documented locations within 22 grid sections in the city	25-50 Years	FY-22	\$500k
Street Pavement Maintenance	City-wide Locations determined by staff inspections and resident reporting	25-30 Years	FY-22	\$300k
Traffic Control – signs, striping, etc.	City-wide Locations determined by staff inspections and resident reporting	5-10 Years	FY-22	\$200k
Ashworth St Overlay	Clark to Woodruff	15 Years	FY 22	\$350k

STAFF RECOMMENDATION

It is recommended that the City Council adopt the attached Resolution that specifies the street segments to be repayed or other improvements using RMRA Fiscal Year 2021-2022 funds.

Lisa Rapp LaR
Director of Public Works

Thaddeus McCormack

City Manager

RESOLUTION NO. 2021-33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2021-22 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

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

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

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

WHEREAS, the City will receive an estimated \$1,537,746 in RMRA funding in Fiscal Year 2021-22 from SB 1; and

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

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

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

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate four street segments, an alley, sidewalk repairs, maintain street pavement, and traffic striping throughout the City this year and similar projects in the future; and

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

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive benefits to City residents.

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

- 1. The foregoing recitals are true and correct.
- 2. The following list of proposed projects will be funded in-part or solely with fiscal year 2021-22 Road Maintenance and Rehabilitation Account revenues:

Street and Project Description	Segment	Estimated Useful Life	Planned Const.	Est. Cost
Sidewalk Repairs	Approximately 2,400 documented	25-50	FY-22	\$500k
_	locations within 22 grid sections in	Years		
	the city			
Street Pavement	City-wide Locations determined	25-30	FY-22	\$300k
Maintenance	by staff inspections and resident	Years		
	reporting			
Traffic Control –	City-wide Locations determined	10-20	FY-22	\$200k
signs, striping, etc.	by staff inspections and resident	Years		
	reporting			
Ashworth St Overlay	Clark to Woodruff	15 Years	FY 22	\$350k

3. The following previously proposed and adopted projects may utilize fiscal year 2021-22 Road Maintenance and Rehabilitation Account revenues in their delivery. With the relisting of these projects in the adopted fiscal year resolution, the City is reaffirming to the public and the State our intent to fund these projects with Road Maintenance and Rehabilitation Account revenues:

Street and Project Description	Segment	Estimated Useful Life	Anticipated Year of Construction
Previously Proposed in FY 21			
Candlewood St ARHM Overlay	Lakewood Blvd - Fidler	15 Years	CY 2022
Del Amo Blvd ARHM Overlay	Paramount - Cherry	15 Years	CY 2022
Del Amo Blvd ARHM Overlay	Paramount - Downey	15 Years	CY 2022
Harvey Way ARHM Overlay	Bellflower - Woodruff	15 Years	CY 2022
Carson St ARHM Overlay	1,300 LF west of Paramount to 3,050 LF east of Paramount	15 Years	CY 2022
Alley West of Lakewood Blvd Reconstruction	Alley west of Lakewood Blvd between Candlewood St and Hardwick Ave	25-30 Years	CY 2022

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

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

ADOPTED AND APPROVED THIS 22ND DAY OF JUNE, 2021.

	Mayor	- 1 d - 1 dd
ATTEST:		
City Clerk		

June 22, 2021

TO: Honorable Mayor and City Council

SUBJECT: Agreement with All City Management Services for crossing guard services

INTRODUCTION

The City of Lakewood oversees a crossing guard program for elementary school aged students to ensure they get to and from school safely. Due to a staffing shortage, the city is unable to adequately cover all crossing guard posts for the upcoming school year. Contracting with a company that specializes in crossing guard services, the city can ensure adequate coverage of all posts thereby ensuring the safety of schoolchildren going to and from school.

STATEMENT OF FACTS

Lakewood has administered a crossing guard program comprised of city employed guards for many years, ensuring schoolchildren and other pedestrians can safely cross streets at designated crosswalks. However, maintaining a full roster to provide coverage at all the established crossing guard posts has been a long-standing challenge, more so this past school year as schools returned to modified on-campus learning programs after being closed due to the coronavirus pandemic.

When schools returned to on-campus learning in late March-early April, staff assessed the needs of the program and available resources, and found that we were unable to cover five of the established posts due to many guards not being able to return to work. To ensure all crossing guard posts were covered April through the end of the school year, a deployment plan utilizing the Public Safety Supervisor, all Community Safety Officers, Public safety program coordinator and both Support Service Clerks assigned posts on a regular basis as well as for relief coverage was implemented. While this plan worked as a temporary fix for the remainder of the school year, it affected other vital Public Safety programs and services and is not a sustainable solution for next school year.

Considering ways to overcome the staffing challenges, staff believes creating a hybrid crossing guard program that incorporates a contract element with our existing program would be the most feasible approach. The scope of contracted crossing guard services would cover the five designated posts within the ABC Unified School District area and provide relief coverage at other posts throughout the city. Utilizing contract services to provide relief coverage means Community Safety Officers and other Public Safety staff will be needed only in an emergency situation, thus allowing them to stay focused on their assigned duties. City employed crossing guards would be assigned posts within the Bellflower Unified School District and Long Beach Unified School District areas. The contracted services would not replace existing city employed

Contract Crossing Guard Services June 22, 2021 Page 2

crossing guards. As city employed guards leave through attrition, the scope of the contracted services could be expanded to cover additional posts. An additional benefit of utilizing

All City Management Services (ACMS) has furnished a proposal to provide the scope of contract services noted above. ACMS exclusively provides and specializes in crossing guard services, covering all aspects of the program including recruitment, training, supervision and coordination with school sites and districts. ACMS has been providing crossing guard services since 1985, successfully managing over 260 programs in 25 states. They are well known for their reliability, customer service, and professionalism and are widely used throughout Southern California. ACMS strives to recruit and hire guards from within the local community. Additionally, crossing guards are assigned to the same post allowing them to establish a rapport with the kids and parents they service.

RECOMMENDATION

That the City Council approve the agreement with All City Management Services for contract crossing guard services at five designated posts and as-needed relief coverage citywide during the 2021-2022 school year for the term commencing August 1, 2021 through June 30, 2022, and authorize the Mayor to sign the agreement as approved by the City Attorney.

Joshua Yordt

Director of Public Safety

Thaddeus McCormack

City Manager



AGREEMENT FOR CROSSING GUARD SERVICES

This AGREEMENT FOR CROSSING GUARD SERVICES (the "Agreement") is dated June ___, 2021 and is between the CITY OF LAKEWOOD (hereinafter called the "City"), and ALL CITY MANAGEMENT SERVICES, INC., a California corporation (hereinafter called the "Contractor").

WITNESSETH

The parties hereto have mutually covenanted and agreed as follows:

- 1. This Agreement is for a term which commences on or about August 1,2021 and ends on June 30, 2022 and for such term thereafter as the parties may agree upon.
- 2. The Contractor will provide personnel for five (5) sites as requested by the City. Such personnel shall be trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a "Crossing Guard". The Contractor is an independent contractor and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the City. Furthermore, the Contractor shall provide relief work on a best availability of personnel basis for up to five (5) sites as requested by the City.
- 3. The City's representative in dealing with the Contractor shall be designated by the City of Lakewood.
- 4. The City shall determine the locations where Crossing Guards shall be furnished by the Contractor. The Contractor shall provide at each designated location personnel properly trained as herein specified for the performance of duties as a Crossing Guard. The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with the terms of this Agreement.
- 5. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement.
- 6. In the performance of its duties the Contractor and all employees of the Contractor shall conduct themselves in accordance with the conditions of this Agreement and all applicable laws of the state in which the Services are to be performed.
- 7. Persons provided by the Contractor as Crossing Guards shall be trained in all applicable laws of the state in which the Services are to be performed pertaining to general pedestrian safety in school crossing areas.
- 8. Crossing Guard Services (the "Services") shall be provided by the Contractor at the designated locations on all days in which school is in session in the area under City's jurisdiction. The

Contractor also agrees to maintain communication with the designated schools to maintain proper scheduling.

- 9. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with hand-held Stop signs and any other safety equipment which may be necessary.
- 10. The Contractor shall at all times provide workers' compensation insurance covering its employees and shall provide and maintain liability insurance for Crossing Guard activities. The Contractor will provide to the City a Certificate of Insurance naming the City and its officials, officers and employees as additional insureds. Such insurance shall include commercial general liability with a combined single limit of not less than \$1,000,000.00 per occurrence and in aggregate for property damage and bodily injury. Such insurance shall be primary with respect to any insurance maintained by the City and shall not call on the City's insurance contributions. Such insurance shall be endorsed for contractual liability and personal injury and shall include the City, its officers, agents and interest of the City. Such insurance shall not be canceled, reduced in coverage or limits or non-renewed except after thirty (30) days written notice has been given to the City.
- 11. Contractor agrees to defend, indemnify and hold harmless the City, its officers, employees, agents and representatives, from and against any and all actions, claims for damages to persons or property, penalties, obligations or liabilities (each a "Claim" and collectively, the "Claims") that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the negligent acts or omissions, or willful misconduct, of Contractor, its agents, employees, subcontractors, representatives or invitees.
 - a) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses including attorney's fees incurred in connection herewith.
 - b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims, damages, penalties, obligations or liabilities.
 - c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the sole negligence of Contractor hereunder, Contractor agrees to pay City, its officers, agents, or employees, any and all costs and expenses incurred by the City, its officers agents or employees in such action or proceeding, including, but not limited to, reasonable attorney's fees.
 - d) In the event that a court determines that liability for any Claim was caused or contributed to by the negligent act or omission or the willful misconduct of the City, liability will be apportioned between Contractor and City of Lakewood based upon the parties' respective degrees of culpability, as determined by the court, and Contractor's duty to indemnify the City will be limited accordingly.
 - e) Notwithstanding anything to the contrary contained herein, Contractor's indemnification obligation to City for Claims under this Agreement will be limited to the maximum combined

- aggregate of Contractor's general liability and umbrella insurance policies in the amount of \$5,000,000 (Five Million Dollars).
- f) Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable.
- 12. Either party shall have the right to terminate this Agreement by giving sixty (60) days written notice to the other party.
- 13. The Contractor shall not have the right to assign this Agreement to any other person or entity except with the prior written consent of the City.
- 14. The City of Lakewood agrees to pay the Contractor for the Services rendered pursuant to this Agreement the sum of Twenty-six Dollars and Seventy-eight Cents (\$26.78) per hour, per Crossing Guard during the term. Crossing Guards will be on site no more than 3.0 hours per school day while being compensated 4.0 hours per day. In addition to the hourly rate stated, the City agrees to an additional administrative fee equivalent to .5 hours of billing per shift requested and successfully scheduled/staffed for relief work requested by the City. The Contractor does not guarantee or warrant that any relief work will be scheduled/completed. The Contractor shall endeavor to provide relief work on a best effort and best availability of personnel basis for the term of this agreement.
- 15. Payment is due within thirty (30) days of receipt of Contractor's properly prepared invoice.
- 16. Contractor may request a price increase during the term as a result of any legally mandated increases in wages or benefits imposed in the state or municipality in which the Services are to be performed and to which Contractor's employees would be subject. Contractor shall provide City with 60 daysnotice of its request to increase pricing. The City agrees to review and respond to said notice within 30 days of receipt.
- 17. The City shall have an option to renew this Agreement annually. In the event this Agreement is extended beyond the end of the term set forth above, the compensation and terms for the Services shall be established by mutual consent of both parties.
- 18. This Agreement constitutes the complete and exclusive statement of the agreement among the parties with respect to the subject matter hereof and supersedes all prior written or oral statements among the parties, including any prior statements, warranties, or representations. This Agreement is binding upon and will inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors, and assigns. Each party hereto agrees that this Agreement will be governed by the law of the state in which the Services are to be performed, without regard to its conflicts of law provisions. Any amendments, modifications, or alterations to this Agreement must be in writing and signed by all parties. There will be no presumption against any party on the ground that such party was responsible for preparing this Agreement or any part of it. Each provision of this Agreement is severable from the other provisions. If any provision of this Agreement is declared invalid or contrary to existing law, the inoperability of that provision will have no effect on the remaining provisions of the Agreement which will continue in full force and effect.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year written below.

CITY OF LAKEWOOD

ALL CITY MANAGEMENT SERVICES, INC.

BySignature	By D. Farwell, Corporate Secretary
Print Name and Title	-
Date	

D I V I D E R

SHEEF

Public Hearings

COUNCIL AGENDA

June 22, 2021

TO: The Honorable Mayor and City Council

SUBJECT: Adoption of 2020 Urban Water Management Plan Update and Water Shortage

Contingency Plan

INTRODUCTION

The Urban Water Management Planning Act was originally adopted by the legislature in 1983. The Act requires water purveyors to develop and adopt an Urban Water Management Plan (UWMP) every five years. The Act has been amended several times since the original adoption. Many new elements are required for the 2020 UWMP Update.

STATEMENT OF FACT

At the April 27, 2021 City Council Meeting, the City Council opened the public comment period for the 2020 UWMP Update. The document has been available for public review and comment via the city website and two Los Angeles County libraries in Lakewood. Notification of the Plan's availability has been made via Lakewood's Public Hearing process, Lakewood Connect eMagazine and notices sent directly to local water agencies. To date, the City has not received any comments regarding the Plan. As required by the UWMP Act, staff is requesting that the City Council adopt the 2020 UWMP Update.

FISCAL IMPACT

Without an approved Urban Water Management Plan, the City would not be eligible to receive grant or loan funding through the Department of Water Resources (DWR) or the State Water Resources Control Board (SWRCB).

RECOMMENDATION

The working draft of the 2020 Urban Water Management Plan was presented at the April 27, 2021 City Council Meeting. Highlights of the final draft of the Plan were presented to the City Council Water Resources Committee in their June 15, 2021 meeting, and therefore Staff recommends that the City Council:

- 1. Conduct a Public Hearing on June 22, 2021 City Council Meeting and adopt proposed resolution for the Urban Water Management Plan Update;
- 2. Adopt proposed resolution for the Water Shortage Contingency Plan;
- 3. Authorize City Staff to submit the adopted Plans to the State Department of Water Resources accordingly.

Jason J. Wen, Ph.D., P.E

Water Resources Director

Thaddeus McCormack

City Manager

City of Lakewood 2020 Urban Water Management Plan





RESOLUTION OF APPROVED PLAN TO BE PLACED HERE



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APPENDICES

Appendix 1. 2020 SB X7-7 Tables (Compliance Form)

Appendix 2. 2015 SB X7-7 Tables (Verification Form)

Appendix 3. 2020 Required UWMP Tables

Appendix 4. 2020 Required Energy Tables

Appendix 5. 2020 AWWA Water Audit

Appendix 6. 2019 AWWA Water Audit

Appendix 7. 2018 AWWA Water Audit

Appendix 8. 2017 AWWA Water Audit

Appendix 9. 2016 AWWA Water Audit

Appendix 10. 2020 Completed Urban Water Management Plan Checklist



Attachments

- Attachment 1. Sample Water Conservation Device and Turf Rebate Applications
- Attachment 2. Central Basin Adjudication of 1966
- Attachment 3. 3rd Central Basin Adjudication Amendment
- Attachment 4. Excerpt from the Lakewood Water Resources Departmental Emergency Operations
 - Procedures Public Notification Plan
- Attachment 5. Water Conservation Ordinance
- Attachment 6. Water Audit Checklist
- Attachment 7. Business Water Conservation Plan
- Attachment 8. Recycled Water System Expansion Study
- Attachment 9. Sample Lakewood Brief
- Attachment 10. Sample Lakewood Living
- Attachment 11. Sample Lakewood Connect E-magazine
- Attachment 12. Water Waste door hanger
- Attachment 13. Water Conservation Brochure
- Attachment 14. Proof of Notification & Distribution of 2020 City of Lakewood Urban Water Management Plan Update
- Attachment 15. Water Conservation Ordinance 2009-5
- Attachment 16. Lakewood 2018 Hazard Mitigation Plan
- Attachment 17. MWD 2019 Annual Progress Report



CONTACT SHEET

Plan Submittal Date: June 30, 2021

Name of Person Submitting Plan: Jeff Wood, Mayor

Phone Number: 562.866.9771 ext. 2700

Water Supplier Type: Municipality

Water Sales Type: Retailer

Lakewood Water System Number: CA1910239

Utility services provided by water utility: Potable & Recycled Water

Bureau of Reclamation Contractor: No

State Water Project Contractor: No

Preparer(s):

Michael C. Aguirre

Water Administration Manager

Jason J. Wen, Ph.D., P.E. Director of Water Resources

City of Lakewood 5050 Clark Ave. Lakewood, CA 90712 562.866.9771 ext. 2700 maguirre@lakewoodcity.org



Chapter 1: Introduction and Overview

1.1 Introduction

The 2020 Urban Water Management Plan (UWMP) Update serves as a planning tool for the city's water utility (which serves all of Lakewood west of the San Gabriel River). The plan examines the following elements:

- Projected changes in population and land use, which could increase water demand;
- Historical water use by water source (i.e., groundwater, import water and recycled water supplies) and water customer type;
- Future water supply and demand projections for the next 20 years based on the 2020 per capita per day water use target of 99 GPCD required by state mandate;
- Water conservation efforts including water audits, installation of water saving devices and public information programs; and
- Water shortage contingency plan, which includes the city's water use prohibitions and water conservation planning.

Lakewood draws all of its water from the Central Groundwater Basin, an "adjudicated basin" (which means that the pumpers are bound by a court-administered agreement that limits how much water each can draw annually from the basin). The city owns 9,432 acre-feet of groundwater extraction rights and pumped an average of 8,467 acre-feet from 2016 to 2020, which includes both Lakewood potable water as well as water exported to other agencies. Annual water use varies based on weather conditions and implementation of conservation regulations. Since the 2015 UWMP, average water use has increased 9 percent as a dual result of water conservation regulation restrictions being lifted and the effect of the COVID-19 "stay-at-home" orders in 2020. Historically more water is consumed during dry years than during years with average or above average rainfall

The UWMP Act requires water utilities serving over 3,000 customers to prepare an Urban Water Management Plan. The City of Lakewood Water Department of Water Resources meets this requirement and regularly updates its UWMP every five years. This 2020 Plan serves to update the City of Lakewood's 2015 UWMP.

1.2 New Requirements for 2020 Update

Per the California Water Code (Water Code), the following new requirements have been identified in the 2020 Urban Water Management Plan Guidebook for Urban Water Suppliers and have been addressed throughout this report:

- Five Consecutive Dry-Year Water Reliability Assessment
- Drought Risk Assessment
- Seismic Risk
- Energy Use Information
- Water Loss Reporting for Five Years
- Water Shortage Contingency Plan
- Groundwater Supplies Coordination
- Lay Description



Table 1-1: Water Code Changes Since 2015 UWMP

Table 1-1. Water Code Changes Since 2013 OWNIF				
Change Number	Topic	CWC Section	Summary	Guidebook Section
1	System Description	10631(a)	Suppliers shall coordinate with local or regional land use authorities to determine the most appropriate land uses information for projecting water use in five-year increments, up to the year 2045.	3.0
2	Other Social, Economic, and Demographic Factors	10631	Describe the service area of the supplier, including current and projected population, climate, and other social, economic, and demographic factors affecting the supplier's water management planning.	3.4.2
3	Land Uses within Service Area	10631(a)	The description shall include the current and projected land uses within the existing or anticipated service area affecting the supplier's water management planning.	3.5
4	Distribution System Water Loss	10631(d)(3) (A) & (C)	Suppliers shall provide quantified distribution system losses for each of the five preceding years and whether or not the state standard was met	4.2.4
5	Projected Water Use	10635	Suppliers shall provide a simple lay description of their projected water use for the foreseeable future.	4.2.6
6	Characteristic Five-Year Water Use	10635(b)	Consideration of climate changes in future projections in regards to water supply.	4.2.7
7	Climate Change Effects	10635 (b)(1)	Consideration of climate changes in future projections in regards to water supply.	6.2 & 10.1
8	Drought Risk Assessment	10635(b)	Drought Risk Assessment prepared as a component of the 2020 UWMP.	7.3
9	Water Service Reliability-Five Consecutive Dry Years	10635 (b)(1)	Submittal Table 7.4 is used for the Supplier's water service reliability assessment for five consecutive dry years, for each of the five-year projection increments out to at least 2040.	7.2.1 & 7.2.3.3
10	Water Supply Reliability Analysis	10632 (a)(1)	Key attributes of its water supply reliability analysis.	8.1
11	Six Standard water Shortage Levels	10632 (a)(3)(A)	Six standard water shortage levels corresponding to progressive ranges of up to 10-, 20-, 30-, 40-, and 50-percent shortages and greater than 50-percent shortage.	8.3
12	Shortage Response actions	10632 (a)(4)	Locally appropriate "shortage response actions" for each shortage level, with a corresponding estimate of the extent the action will address the gap between supplies and demand.	8.4
13	Annual Water Supply and Demand Assessment Procedures	10632 (a)(2)	Suppliers are required to submit, by July 1 of each year, beginning in the year following the adoption of the 2020 UWMP, an annual water shortage assessment report to the California Department of Water Resources (DWR).	8.2
14	Communication Protocols	10632 (a)(5)	Communication protocols and procedures to inform customers, the public, and government entities of any current or predicted water shortages and associated response actions.	8.5
15	Monitoring and Reporting	10632 (a)(9)	Monitoring and reporting procedures to assure appropriate data is collected to monitor customer compliance and to respond to any state reporting requirements.	8.9
16	WSCP Refinement Procedures	10632 (a)(10)	A reevaluation and improvement process to assess the functionality of its WSCP and to make appropriate adjustments as may be warranted.	8.10



Chapter 2: Plan Preparation

2.1 Basis for Preparing a Plan

This UWMP was prepared in compliance with the California Urban Water Management Planning Act and in conformance with the Department of Water Resources' Urban Water Management Plan for 2020.

2.2 Public Water Systems

The City of Lakewood is a public urban water supplier serving more than 3,000 customers. The City serves a single public water system and service area. Table 2-1 provides a summary of the number of connections and total volume of water supplied by the City to its customers for calendar year 2020.

Table 2-1:	Public	Water	Systems
-------------------	---------------	-------	----------------

Public Water System Number			Volume of Water Supplied 2020 (acre-feet)
CA1910239	City of Lakewood	20,193	7,034
	TOTAL	20,193	7,034

2.3 Regional Planning

The City has developed its 2020 reporting solely on its service area to address all requirements of the California Water Code. The City's 2020 UWMP was not developed as a Regional Plan.

2.4 Individual or Regional Planning and Compliance

The City has developed an UWMP that reports solely on its service area and will not be participating in a regional UWMP update. This plan addresses all requirements of the Water Code including water use targets and baselines for SB X7-7 Water Conservation Act of 2009 reporting.

2.5 Regional Alliance

The City of Lakewood is one of 25 cities and three water agencies part of the Gateway Water Management Authority (GWMA). The Los Angeles Gateway Region Integrated Regional Water Management "IRWM" Joint Powers Authority "JPA") also known as GWMA is a large watershed-based coalition. It is responsible for coordinating the regional watershed needs of 2 million people in the Gateway Region located in Southeastern Los Angeles County. Distinctive hydrogeological, topographic, demographic and political elements bring the GWMA together as a cohesive, interdependent, self-governing body. The agency works to apply for federal and state grants that enhance the water governance of the area.

The City has developed an UWMP that reports solely on its service area. The individual UWMP addresses all requirements of the CWC and the City has prepared an individual UWMP for the 2020 update as identified in Table 2-2.



Table 2-2: Plan Identification

Select Only One	Type of Plan		Name of RUWMP or Regional Alliance
•	Individual UWMP		
		Water Supplier is also a member of a RUWMP	
	V	Water Supplier is also a member of a Regional Alliance	Gateway Regional Alliance
	Regional Urban Water Management Plan (RUWMP)		

2.6 Fiscal or Calendar Year and Units of Measure

The City has reported water-related information included in this UWMP based on calendar year basis and all units are measures in acre-feet (AF) as identified in Table 2-3.

Table 2-3: Supplier Identification

Type of Supplier		
	Supplier is a wholesaler	
•	Supplier is a retailer	
Fiscal or Calendar Year		
•	UWMP Tables are in Calendar Years	
	UWMP Tables Are in Fiscal Years	
Units of Measure Used in UWMP		
Unit	AF (acre-feet)	

2.7 Coordination and Outreach

2.7.1 Wholesale and Retail Coordination

The City of Lakewood relies on groundwater pumped from the adjudicated Central Groundwater Basin. The City is a member agency of Central Basin Municipal Water District (CBMWD), a wholesale water agency. As mentioned in Table 2-4, the City has provided its 2020 UWMP to CBMWD, which includes water use projections in five-year increments for normal, single dry, and multiple dry year conditions over the next 20 years.

Table 2-4: Water Supplier Information Exchange

The retail supplier has informed the following wholesale supplier(s) of projected water use in accordance with Water Code section 10631.

CENTRAL BASIN MUNICIPAL WATER DISTRICT



2.7.2 Coordination with Other Agencies and the Community

The City's Department of Water Resources prepared the 2020 Urban Water Management Plan during April 2021. The department worked with various other City departments to compile the document. The City of Lakewood also relied on several regional agencies for the development of the 2020 UWMP: Metropolitan Water District of Southern California (MWD), Central Basin Municipal Water District (CBMWD), City of Cerritos, City of Long Beach, Los Angeles County Sanitation District, Golden State Water Company (GSWC), and the Water Replenishment District of Southern California (WRD). As discussed in Section 10.2, the City notified these agencies, as well as the cities and county within which the City provides water supplies, at least sixty (60) days prior to the public hearing of the preparation of the 2020 UWMP and invited them to participate in the development of the UWMP (Attachment 14).

Table 2-5 summarizes the coordination conducted by the City in preparation for the UWMP.

Table 2-5: Agency Coordination

	Coordination and Public Involvement Actions						
Coordinating Agencies	Participated in Developing the Plan	Provided Comments on Draft	Attended Public Public Meetings	Contacted for Assistance	Sent a Draft Copy	Sent Notice of Intent to Adopt	
Other Water Suppliers			, and the second	Central Basin Municipal Water District, Golden State Water Company	Long Beach Water, Central Basin Municipal Water District, Golden State Water Co., Metropolitan Water District of Southern California, City of Cerritos	Long Beach Water, Central Basin Municipal Water District, Golden State Water Co., Metropolitan Water District of Southern California, City of Cerritos	
Water Management Agencies		Sanitation Districts of Los Angeles County		Sanitation Districts of Los Angeles County, Water Replenishment District of Southern California	Sanitation Districts of Los Angeles County, Water Replenishment District of Southern California	Sanitation Districts of Los Angeles County, Water Replenishment District of Southern California	
Relevant Public Agencies	City of Lakewood Departments: Administrative Services, City Clerk, Community Development, Public Works	City of Lakewood Departments: Administrative Services, City Clerk, Community Development, Public Works	City of Lakewood Departments: Administration, Administrative Services, Community Development, Public Works	City of Lakewood Departments: Administrative Services, City Clerk, Community Development, Public Works	City of Lakewood Departments: Administrative Services, City Clerk, Community Development, Public Works County of Los Angeles	City of Lakewood Departments: Administrative Services, City Clerk, Community Development, Public Works County of Los Angeles	
General Public					Draft UWMP online at www.lakewoodcity.org, City of Lakewood, Notice in Lakewood Briefs, Lakewood Community News, Lakewood Connect eMagazine, Available at 2 City Locations & 2 Los Angeles County Libraries	Draft UWMP online at www.lakewoodcity.org, City of Lakewood, Notice in Lakewood Briefs, Lakewood Community News Lakewood Connect eMagazine,	



2.7.3 Notice to Cities and Counties

The City of Lakewood has notified the Metropolitan Water District of Southern California (MWD), Central Basin Municipal Water District (CBMWD), City of Cerritos, City of Long Beach, Los Angeles County Sanitation District, Golden State Water Company (GSWC), and the Water Replenishment District of Southern California (WRD) of the initial preparation effort and public hearing for the public draft (notification has been reported in Chapter 10 Table 10-1). A copy of the notification letters sent to these agencies is included in Attachment 14.

2.8 Public Participation

The Department of Water Resources staff met with the City Council Water Resources Committee on April 22, 2021 to discuss the content of the plan and obtain feedback. The City Council Water Resources Committee directed staff to schedule a public hearing to gather testimony regarding the 2020 Urban Water Management Plan Update at the June 22, 2021 City Council meeting and consider plan adoption. The department informed the general public in the following manners:

- Posted the notice regarding the Urban Water Management Plan public comment period and public hearing at two City recreation facilities and the City Clerk's office at Lakewood City Hall. This is the standard public hearing protocol, because the city does not have a newspaper of general circulation.
- Provided a draft copy of the plan to the two Los Angeles County libraries in the city of Lakewood for public review.
- Published information regarding the completion of the draft plan and availability for comment in the City's weekly eMagazine, *Lakewood Connect*, to approximately 20,000 residents and businesses.
- Published draft Urban Water Management Plan on the City of Lakewood's website: www.lakewoodcity.org.

2.9 Adoption and Submittal

On April 27, 2021 the Lakewood City Council opened the public comment period for the UWMP. The Lakewood City Council held a public hearing and adopting Resolution No. 2021-XX approving the amended plan on June 22, 2021.

The following outlines the schedule for public review, adoption and submittal of the 2020 Urban Water Management Plan:

Table 2-6: Adoption & Submittal Schedule

Action	Time Line
Informed Outside Agencies Regarding the Preparation of the UWMP	April 15, 2021
Presentation of the UWMP to the City Council Water Resources Committee	April 22, 2021
City Council Opens Public Comment Period	April 27, 2021
UWMP Available for Public Comment in the City Clerk's Office, Mayfair Park, Nye and Iacoboni Libraries	April 28, 2021
UWMP Draft Available Online at www.lakewoodcity.org	April 28, 2021
Notification to Community of Public Comment Period	April 28, 2021
Deadline for Written Comments	June 21, 2021
City Council Holds Public Hearing to Accept Public Comments and Adopt UWMP	June 22, 2021
Submittal to the State of California Department of Water Resources, State Library	June 30, 2021
Adopted UWMP Available for Public Review at City of Lakewood City Clerk's Office and Department of Water Resources Office, and online at www.lakewoodcity.org , County of Los Angeles and affected agencies	June 30, 2021



Chapter 3: System Description

3.1 Description of Lakewood

The City of Lakewood was incorporated in 1954 as a general law city. Located 20 miles southeast of the city of Los Angeles, Lakewood borders the cities of Long Beach, Hawaiian Gardens, Bellflower and Cerritos, and Orange County.

Lakewood encompasses 9.5 square miles. It lies approximately 50 feet above sea level. The terrain is generally flat and regionally slopes to the south. Most Lakewood development occurred within a 20-year period after its incorporation in 1954.

3.2 Water Purveyors

Two water purveyors serve Lakewood. The City of Lakewood supplies water to Lakewood

residents and businesses west of the San Gabriel River. The Department of Water Resources operates as a municipal water utility that relies solely on water revenues from potable water sales, recycled water sales and other water related funding sources. Golden State Water Company (GSWC), formerly Southern California Water Company, serves the area east of the river. GSWC is a privately held water utility governed by the Public Utilities Commission. GSWC maintains approximately 4,400 customer accounts in the city of Lakewood.

Figure 3-2

Water Purveyors in Lakewood



Figure 3-1



Lakewood maintains approximately 180 miles of water mains, ten water wells, a 2,500 gallons per minute water treatment facility, three water storage facilities with approximately 13.1 million gallons capacity, two connections to Metropolitan Water District of Southern California import supplies through Central Basin Municipal Water District, and four emergency interconnections with GSWC, the City of Cerritos, the City of Long Beach, and the city of Signal Hill. The city relies on groundwater to meet current demand. The water wells are located throughout the City's service area. The pumped water either flows directly into the distribution system or into the water storage facilities. All Lakewood water customers receive water through metered service connection.

3.3 Land Use

Lakewood consists largely of single-family dwellings. The vast majority of the single-family residential parcels are 50 feet wide and 100 feet deep. The community's housing density is estimated at 2,875 housing units per square mile or 4.49 houses per acre.

Though the focal point for commercial activity is the Lakewood Center Mall, the city built commercial centers at most major intersections for easy access by foot to grocery stores and other necessities. The anchors at Lakewood Center Mall include two department stores: Macy's and Target; Home Depot, Best Buy and Costco. Approximately 500 additional retail and commercial businesses are also located in this regional shopping area.

The city manufacturing and industrial base is small due to the residential nature of the community. The majority of the manufacturing/industrial businesses, located in the southwest corner of the city, provide warehousing functions.

Figure 3-3

City of Lakewood Water Department

Vacant Parcels

April 2021



Approximately 22 acres of land remains vacant in the Lakewood Department of Water Resources service area: 4.3 acres zoned commercial, 17.2 acres zoned manufacturing, and 0.9 acres zoned residential. The table below indicates the city's distribution of land



use. The largest vacant parcel is over 4.7 acres and zoned manufacturing. At this time there are no plans to develop this lot or any of the other vacant parcels. The vacant parcels are indicated in red on the above map titled "City of Lakewood Department of Water Resources Vacant Parcels April 2021".

Table 3-1: City of Lakewood Service Area Land Use

	Type of Land Use	# of Acres	% of Total Acres
Residential	 Single-Family Homes- 18,862 Dwellings 	2,440	49.3%
	 Multiple Family Homes- 2,215 Dwellings 	65	1.3%
Commercial	 Lakewood Center Mall 	135	2.7%
	■ Financial/Office	22	0.4%
	General Commercial	341	6.9%
Manufacturing/	 Warehousing- 107 acres 	107	2.2%
Industrial			
Public/Quasi Public	City Parks/Facilities	341	6.3%
	Public Schools	221	4.3%
	Hospitals	6	0.1%
	 Religious/Private Education 	46	0.9%
	Streets	1,063	21.5%
	Flood Control	39	0.8%
	Railroad ROW	17	0.3%
	Powerline ROW	120	2.4%
Miscellaneous	 Vacant Land- 22 acres 	22	0.4%
	Total	4,948	100.00%

The City currently maintains 20,193 metered water connections in the Department of Water Resources service area, 18,862 single-family residential units and 2,215 multi-family units. The City of Lakewood Housing Element 2013-2021, approved by the Lakewood City Council in August 2013¹, indicates a total of potential growth of 862 multi-family dwellings units, of which 153 units are in the Department of Water Resources service area. This estimate is based on a density of 22 units per acre. These potential projects would be built on existing multi-family dwelling parcels.

The City has the potential to build 114 low to moderate income multi-family dwelling units in the Department of Water Resources service area on vacant parcels². This is a net lot size of 4.51 acres.

According to the City of Lakewood Housing Element 2013-2021, the population density was at a high of 3.77 in 1960, down to 3.03 in 2000, and up to 3.10 in 2010. Considering the City does not have large areas for new development, future population increase will come from an increase in the number of persons per household as younger families move into the City.

3.4 Service Area Climate

Lakewood lies close enough to the ocean to benefit from sea breezes and marine cloud layer. The temperature averages 84°F in the summer months and 66°F in the winter months. Rainfall averages 12-14 inches annually. Rainfall for the 2019/20 water year totaled 14.22 inches. The cyclical nature of the region's rainfall plays a significant role in water supply demand. Water demand drops in those years with above average rainfall.

² City of Lakewood 2013-2021 Housing Element Page 4-6, IV – Housing Resources



¹ City of Lakewood 2013-2021 Housing Element Page 4-2, IV – Housing Resources

Figure 3-4 indicates the historical rainfall for the city.

NOTE: Rainfall gathered from the Los Angeles County Department of Public Works Climatological Record Montana Station 225. Water year begins October 1st to September 30th

The table below indicates the monthly evapotranspiration levels, rainfall and high/low temperatures in the Long Beach/Lakewood area for calendar year 2020.

Table 3-2: 2020 Lakewood's Average Monthly ETo, Rainfall and Temperature

Monthly Average Temperature

Monthly (in) ETo³ Monthly Rainfall (Inches) (Fahrenheit)

Month	Monthly (in) ETo ³	Monthly Rainfall (Inches)	Monthly Average 1 (Fahrenh	•
			Low	High
January	1.99	0.26	41.3	67.3
February	2.94	0.46	42.4	69.0
March	3.34	2.88	47.5	65.6
April	4.06	2.72	52.1	69.2
May	5.96	0.03	55.0	76.4
June	5.26	0.04	59.1	77.4
July	6.62	0.00	61.4	83.6
August	6.31	0.01	64.6	87.7
September	4.66	0.05	59.7	86.4
October	3.51	0.12	56.8	80.7
November	2.44	0.23	44.9	73.5
December	2.22	1.35	39.9	71.5
Annual	49.31	8.15	52.1	75.7

3.5 Service Area Population

Lakewood's population dipped between the 1980 and 1990 U.S. Census, but steadily increased since then: 7.8 percent increase from the 1990 census to the 2000, and a one percent increase between the 2000 and 2010 Census. As of the date of this plan, the 2020 Census is not complete, but preliminary population estimates show a decrease of 0.2 percent between the 2010 and 2020 U.S. Census. Firm population

³ ETo from CIMIS Long Beach #174 (www.cimis.water.ca.gov)



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estimates during non-census years are more difficult to estimate. The City relies on the California Department of Finance population estimates for non-census years.

The City of Lakewood Department of Water Resources serves approximately 73 percent of the city of Lakewood's population, located west of the San Gabriel River. The 2000 and 2010 population for the utility's service area listed in Table 3-2 is based on census tract data and the 2020 population is based on Southern California Area Governments (SCAG) estimates for the City of Lakewood (as the population from the 2020 Census has not been finalized).

The 2025, 2030, 2035, and 2040 population projections are also based on Southern California Area Governments (SCAG) estimates for the City of Lakewood⁴. However, SCAG's projections are preliminary and have yet to be adopted. Also, it should be noted that SCAG shows the City of Lakewood's actual population for 2012 at 80,600 with a 2020 projection of 81,500 (based on an increase of 0.02% every five years). This figure differs from the California Department of Finance that shows an estimated population of 79,919 for the City of Lakewood for 2020. To consolidate the difference in these two modeling tools, and taking into account that the 2020 Census population totals have not yet been finalized, the State Department of Water Resources Water Use Efficiency (WUE) Data tool was used to more accurately depict the projected population growth by overlaying our service area GIS map in coordination with U.S. Census data of 2010.

The Lakewood 2013-2021 Housing Element summarizes the potential growth as:

Development under the adopted General Plan will result in greater demand for water. However, the General Plan policies require managed growth and promote the development of adequate infrastructure prior to new development. Therefore, the gradual increase in demand for water services per year in conjunction with implementation of the policies is not anticipated to result in significant impacts on existing services. The Master Environmental Assessment (MEA) indicated that most areas served by the City have adequate fire flows that meet Los Angeles County Fire Department Standards.⁵

The following table indicates the projected population growth for the city of Lakewood and the portion of Lakewood served by the Lakewood Department of Water Resources.

Table 3-3: Population Current and Projected

Population	2020	2025	2030	2035	2040
Served	59,465	60,224	60,664	61,104	62,131

NOTES: ¹U.S. Bureau of Census, Census Data Tract: 2000, 2010, 2020
California Department of Finance Population Estimates: 2005, 2015, 2020
Southern California Area Governments 2021 Data: 2025, 2030, 2035, 2040
²Water Use Efficiency (WUE) Data Tool for the City of Lakewood.

3.6 Water Quality

The Department of Water Resources does not anticipate a change in water supply reliability due to water quality. Groundwater quality in the area of the City's water production facilities remains consistent. However, any variation in groundwater quality would not change the amount of water that could be extracted in an adjudicated groundwater basin, like Central Basin. Changes in water quality could prompt water production personnel to change operational procedures, but the total groundwater production would not change.

⁵ City of Lakewood 2013-2021 Housing Element Page 5-14, V – Constraints on Housing



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⁴ Draft 2016 RTP/SCS Growth Forecast by Jurisdiction by SCAG, http://www.scag.ca.gov/Documents/2016DraftGrowthForecastByJurisdiction.pdf

Table 3-4: Water Quality—Current and Projected Water Supply Impacts (acre-feet)

Water Source	Description of Condition	2020	2025	2030	2035	2040
Well #2A	None anticipated	0	0	0	0	0
Well #4	None anticipated	0	0	0	0	0
Well #8	None anticipated	0	0	0	0	0
Well #10	None anticipated	0	0	0	0	0
Well #13A	None anticipated	0	0	0	0	0
Well #15A	None anticipated	0	0	0	0	0
Well #17	None anticipated	0	0	0	0	0
Well #18	None anticipated	0	0	0	0	0
Well #22	None anticipated	0	0	0	0	0
Well #27	Well-head treatment	0	0	0	0	0
	Total	0	0	0	0	0

New regulations by the California Department of Health Services and/or the U.S. Environmental Protection Agency may require the addition of water treatment facilities. In addition to the existing treatment system at Well #27, Lakewood has begun implementation of a similar treatment system at Well 13A to ensure water quality. Changes in regulations may result in the treatment of all groundwater supplies. Lakewood has planned for centralized water treatment, by citing new water wells near existing water storage facilities. Water from new wells would discharge into storage before entering the distribution system. Any need for treatment for multiple water supplies could be placed on reservoir sites, so the water could be treated prior to storage.



Chapter 4: System Water Use Current and Projected

4.1 Non-Potable versus Potable Water Use

Recycled water is addressed comprehensively in Section 6.3. However, a summary of recycled water demand is included in Table 4-6.

4.2 Past Water Use by Sector

4.2.1 Actual Water Demand 2010 and 2015

The City of Lakewood Department of Water Resources operates as a municipal water utility, which relies solely on water revenues from potable and recycled water sales, and other water related funding sources to finance operational, capital, and debt service expenditures. The City currently maintains service connections to 20,151 active, billable accounts, a decrease of 48 customers since 2015. Meter audit reports conducted in 2018, in conjunction with the City's transition to a full AMI meter reading system, resulted in the identification of many obsolete service connections and accounts, as well as the expansion of meter classes to more accurately depict the Lakewood system. As noted, all water delivered to Lakewood water customers is metered and billed on a bi-monthly basis with the exception of the 42 recycled meter accounts which are billed on a monthly basis.

The predominantly residential character of Lakewood coupled with the retail base that exists in the community creates a stable environment for water demand. With that said, the tangible effect of the COVID-19 "stay-at-home" orders throughout 2020 have significantly increased our residential water consumption and only slightly affected our commercial use. The Department of Water Resources anticipates little fluctuation in the type and number of water accounts but annual water usage can vary over the planning period depending on factors such as weather, conservation regulations, and any other special cases such as the COVID-19 stay-at-home restrictions experienced in 2020.

Metered **Total Water Use Sector** # of Accounts Volume (af) Volume (af) Single-Family 19,134 6,107 6,107 Multi-Family 206 352 352 Commercial 841 1,417 1,417 Institutional/Governmental 62 172 172 Landscape (includes recycled 41 444 444 water deliveries) 137 0 0 Other 8,492 **TOTAL** 20,421 8,492

Table 4-1: Water Deliveries- Actual 2010

On the heels of the Emergency Drought Regulation proclaimed by California Governor Jerry Brown, on May 26, 2015, the Lakewood City Council adopted Urgency Ordinance 2015-6 Implementing the State Water Conservation Regulations in conformance with State Water Resources Control Board (SWRCB) water use restrictions and implemented Phase III of the city's outdoor water conservation restrictions. By the end of 2015, the City of Lakewood had achieved a 26% cumulative water conservation since June 2015 as compared to the same seven months in 2013. This resulted in water usage much lower than was anticipited in the 2010 UWMP projections for 2015.



278

6,174

Metered Total **Water Use Sector** # of Accounts Volume (af) Volume (af) Single-Family 19,094 4,812 4,812 Multi-Family 201 254 254 Commercial 601 752 752 Institutional/Governmental 84 78 78

219

20.199

TOTAL

278

6,174

Table 4-2: Water Deliveries- Actual 2015

4.3 Current Water Use by Sector

Other

Landscape (no recycled)

4.3.1 Actual Water Demand 2020

As the state of California surpassed water savings of 20 percent in 2017, in April 2017, Governor Brown lifted the drought emergency declaration. Concurrently, the City of Lakewood City Council lifted the water use restrictions. With the easing of restrictions, Lakewood residents inevitably began to use more water, yet the percentage increase was 2.4 percent in both 2017 and 2018, with a marked decrease in water consumption of 6 percent in 2019. Before the COVID-19 pandemic struck the world in early 2020, the City of Lakewood had already met the state-mandated GPCD goal for 2020 with a 98 GPCD in 2019. COVID-19 "stay-at-home" orders inevitably affected Lakewood's water consumption for 2020 with an increase in residential water usage and the subsequent decrease in commercial water usage. Final water usages for 2020 indicate a total increase in water usage of 3.9 percent from 2019 and an overall increase of 9.4 percent from the 2015 totals listed in the 2015 UWMP.

Table 4-3 below lists the actual 2020 water use data by water sectors listed in the California Water Code (CWC)..

2020 Actual **Use Type** # of Metered **Level of Treatment** Volume Accounts When Delivered (acre-feet) Single-Family 18,927 **Drinking Water** 5,405 Multi-Family 199 **Drinking Water** 256 Commercial 598 **Drinking Water** 695 Institutional/ Governmental 70 **Drinking Water** 81 Landscape 212 **Drinking Water** 317 2 145 Fire Meter **Drinking Water Drinking Water Distribution System Water Loss** 20,151 6,756 NOTES: Landscape does not include recycled water deliveries of 421 acre-feet via 42 metered accounts.

Table 4-3: Demands for Potable Water - Actual

Figure 4-1 illustrates water production in acre-feet for 2016 through 2020. As shown in the figure, water production in 2020 has increased roughly 9.4% since 2015. Conservation efforts on the part of Lakewood residents have been thwarted due to the COVID-19 "stay-at-home" restrictions, which have largely been in place since March 2020 and have increased residential consumption accordingly. Figure 4-1 includes water produced solely for Lakewood customers and does not include any water delivered to the City of Long



Beach as part of the Lakewood/Long Beach Water Purchase Agreement.

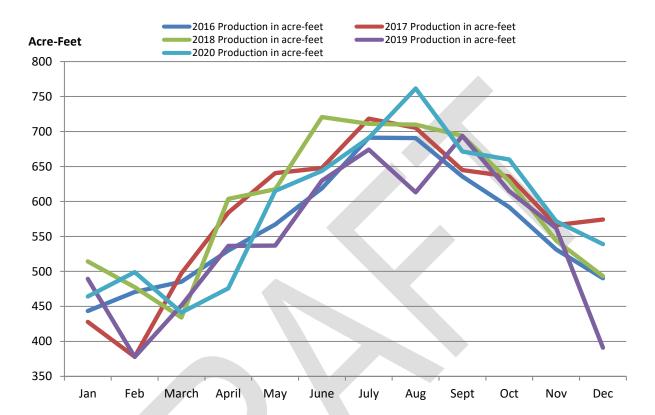


Figure 4-1: 5-Year Lakewood Water Production

4.4 Projected Water Use by Sector

4.4.1 Projected Water Demand 2025, 2030, 2035, and 2040

The projected deliveries for 2025 and beyond are calculated using the "new normal" of water use. Since the drought emergency ordinance in California was lifted in 2017, Lakewood has seen a slow increase in potable water use, with the biggest increase being realized in 2020. The cumulative effects of a 9 percent increase in residential potable water use and a 21 percent decrease in commercial potable water use resulted in the City of Lakewood falling short of the calculated baseline goal of 99 GPCD by 2020. It is important to note that in 2019, Lakewood residents were on track in meeting the state-mandated goal with overall water usage down almost 5 percent. The special circumstances experienced in 2020 due to the COVID-19 pandemic have caused city-wide water usage to rise, resulting in Lakewood not meeting their target goal for 2020. With possible drought conditions, the State may implement emergency water shortage restrictions again and Lakewood will implement the same restrictions. The calculations below take into account actual and projected population, conversion of acre-feet to gallons of water used to calculate the City of Lakewood's current and projected gallons per capita per day. In order to meet the state-mandated 99 GPCD goal, Lakewood water use is projected with a modest 1% decrease every 5 years of the plan in order to meet the state-mandated GPCD goal.



Table 4-4: Potable gallons-per-capita-per-day – Actual & Projected

Year	2020 Actual	2025 PROJECTED	2030 PROJECTED	2035 PROJECTED	2040 PROJECTED
Population ¹	59,465	60,224	60,664	61,104	62,131
Acre-feet of Lakewood system used ²	6,756	6,688	6,621	6,555	6,489
Convert Lakewood system use acre- feet to gallons	2,201,449,356	2,179,291,488	2,157,459,471	2,135,953,305	2,114,417,139
gallons per day	6,031,368	5,970,662	5,910,848	5,851,927	5,793,006
gallons-per-capita- per-day (GPCD)	101	99	97	96	93

Table 4-5 below describes in detail and by sector projected water use taking into account an increase in population projections and a modest decrease of 1% every 5 years over the next 20 years of the plan. Year 2020 Actual water use shows a 1.3 percent increase from the 2015 UWMP 2020 projected water use. Year 2020 predictions for water use were initially projected with an 8 to 10% increase in the 2015 UWMP. This was done to account for the ending of the drought and water use increasing by 8 to 10 percent as the "new normal" i.e. customers naturally changing their long-term water use by using less water than before the drought but 8 to 10 percent more than what is currently being conserved during the drought. Actual data shows that the "new normal" increase was closer to 2 percent over the past five years since the 2015 UWMP. Along with possible internal restrictions and water-use practices, the City of Lakewood will strive to both educate and encourage Lakewood residents to make slight changes in their water usage to ensure that collectively we are impacting the amount of city-wide water consumption and together meeting the state-mandated water-use goals for the City.

Table 4-5: Use for Potable and Non-Potable Water - Projected

Use Type	Additional	Projected Water Use in acre-feet			
озе туре	Description	2025	2030	2035	2040
Single-Family		5,351	5,297	5,244	5,191
Multi-Family		253	251	248	246
Commercial		688	681	674	668
Institutional/ Governmental		80	79	79	78
Landscape		314	311	308	304
Other	Fire Meters	2	2	2	2
	TOTAL	6,688	6,621	6,555	6,489



Table 4-6: Total Water Use (Potable and Non-Potable)

	2020	2025	2030	2035	2040
Potable Water Demand (Table 4-1)	6,756	6,688	6,621	6,555	6,489
Recycled Water Demand (Table 6-4)	446	450	450	450	450
Optional Deduction of Recycled Water Put Into Long-Term Storage	0	0	0	0	0
TOTAL WATER USE	7,202	7,138	7,071	7,005	6,939

4.5 Distribution System Water Losses

The City of Lakewood Department of Water Resources runs an accountable and efficient water distribution system. The City has meters at all of our wells and AMI meters at customer service line connections. This tracks our supply and consumption volumes thus giving us the base data to audit our water supply on a monthly basis. This comparison gives us a general information of how much water pumped is loss due to system leakage, meter inaccuracy, and other various factors.

Using the American Water Works Association (AWWA) Method in calculating water loss from January 1, 2020 to December 31, 2020, the City has determined our water loss to be XXX acre-feet or about XX% of total water produced. See Appendices 4-8 for a detailed analysis of the last five years of water loss audit reports.

Table 4-7: Last Five Years of Water Loss Audit Reporting

Reporting Period Start Date	Volume of Water Loss (acre-feet)
01/2016	348
01/2017	134
01/2018	278
01/2019	138
01/2020	XXX

4.6 Estimating Future Water Savings

Since Lakewood is primarily a residential community and the major portion of residential water use is outside the home for landscape irrigation, the Lakewood Department of Water Resources will target this type of water use to ensure that the per capita water use target goal can be met. As Figure 4-2 illustrates, outdoor irrigation naturally declines as rainfall increases.



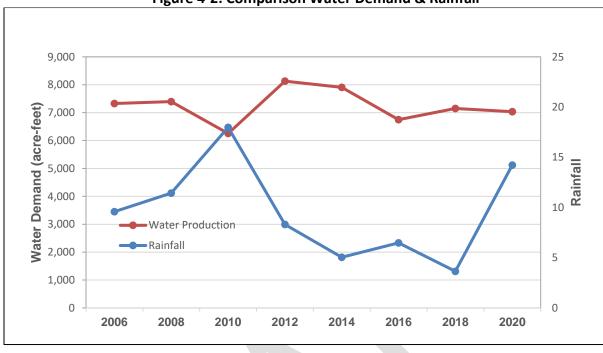


Figure 4-2: Comparison Water Demand & Rainfall

4.6.1 Reducing Residential Demand

The Lakewood Department of Water Resources water consumption is divided into the following service types: 80% single-family residential, 10% commercial, 4% multi-family, 5% landscape irrigation, and 1% institutional/governmental. Therefore, the focus of water conservation is on outdoor single-family residential use.

Table 4-8: 2010 - 2020 Comparison of Water Demand by Sector

Table 4-8. 2010 - 2020 Companison of Water Demand by Sector						
	Consumption 2010 Actual (AF)	2010 Percent of Total	Consumption 2015 Actual (AF)	2015 Percent of Total	Consumption 2020 Actual (AF)	2020 Percent of Total
Single-Family	6,107	72%	4,812	78%	5,405	80%
Multi-Family	352	4%	254	4%	256	4%
Commercial	1,417	17%	752	12%	695	10%
Industrial				-		-
Institutional/ Governmental	172	2%	78	1%	81	1%
Landscape (No Recycled)	444	5%	278	5%	317	5%
Agriculture		1		-		1
Other – Fire Meters	-	-	-	-	2	0%
TOTAL	8,492		6,174		6,756	

An easy way that Single-Family Residential customers in Lakewood's service area can reduce their water usage is by taking advantage of the online water portal and its many helpful amenities. In 2018, the City went to a full-AMI meter system, replacing existing meters with an AMI system that allowed the City to



collect hourly meter data from each meter and use that collected data to create an online portal where customers could view their water consumption, track their estimated bi-monthly bills, identify possible leaks or unusual fluctuations in water use, pay their bills, and receive tips and notifications regarding possible leaks, spikes in usage. Residents are also able to set personal water usage parameters that would warn them when they neared these thresholds within their billing cycle. These "pro-active" tools can be useful in lowering personal water usage on any given billing cycle, which in turn will result in a lowering of the City's water consumption as a whole. To date, the City has over 12,400 service accounts enrolled on the online portal, which is a little over 52% of the total accounts that the City of Lakewood services.

4.7 Water Demand for Lower-Income Households

The 2013-2021 Lakewood Housing Element indicates that 6,059 households or about 25 percent of Lakewood's households earn income 80% less than the city's median income of \$76,348. According to the American Community Survey⁶ approximately six percent of families considered extremely low income reside in Lakewood. The City of Lakewood Housing Element identifies extremely low income households as those households with an income 30 percent below the City's median family income. Fifty-one percent of the 1,525 households (780 single-family low incomes and 745 multi-family low incomes) considered extremely low income live in an owner occupied house and 49 percent in rental property. Using this information and calculating water use based on the population estimates in Table 4-2 the projected water demand for the low income population is indicated in Table 4-5A below. Since the estimated water demand over the next 20 years will remain at or below 2020 the low income demand is expected to remain fairly constant.

Table 4-9: Inclusion in Water Use Projections

Are Future Water Savings Included in Projections?	No
If "Yes" to above, state the section or page number where citations of the codes, ordinances, etc utilized in demand projections are found.	N/A
Are Lower Income Residential Demands Included In Projections?	No

NOTES: Future water savings are not projected for water use projections by sector because with our current tracking system this data is difficult to ascertain. However, an overall water use savings is calculated to account for outdoor irrigation savings as required and enforceable by the City's Emergency Water Conservation Ordinance.

Table 4-10: Low Income Projected Water Demands (acre-feet)

Low Income Water Demands	2020	2025	2030	2035	2040
Single-Family Residential	262	258	255	252	249
Multi-Family Residential	250	248	245	242	240
TOTAL	511	506	500	494	489

4.8 Sales to Other Water Agencies

The City of Lakewood maintains emergency water connections with four neighboring utilities: Golden State Water Company (GSWC) and the Cities of Cerritos, Signal Hill, and Long Beach. The City has delivered water to Golden State Water Company and the City of Long Beach throughout 2016 to 2020. In the past five years the City of Lakewood has delivered 8,743.12 acre-feet of water to supplement GSWC and the City of Long Beach water supply. Table 4-11 indicates the anticipated water sales to neighboring water purveyors. The City of Lakewood does not project water sales to other water purveyors in the future.

^{6 2005-2009} American Community Survey 5-Year Estimates Population and Housing Narrative Profile:



-

Table 4-11: Sales to Other Water Agencies (acre-feet)

Water Distributed	2010	2015	2020	2025	2030	2035	2040
Golden State Water Company	37	0	0.05	0	0	0	0
City of Cerritos	0	0	0	0	0	0	0
City of Long Beach	0	1,116.98	2,370.98	0	0	0	0
TOTAL	37	1,116.98	2,371.03	0	0	0	0

4.9 Import Water Demand

The Lakewood Department of Water Resources no longer relies on the direct purchase of import supplies from wholesale agencies. The last purchase of imported water through the Central Basin Municipal Water District was in April 1991. The likelihood of future direct import purchases is not anticipated. The City of Lakewood maintains two connections to Central Basin MWD for emergency use.



Chapter 5: SB X7-7 Baselines and Targets

5.1 Baseline Periods

In February 2008, Governor Schwarzenegger introduced a seven-part comprehensive plan for improving the Sacramento-San Joaquin Delta water and other related issues. As part of this effort, the Governor directed state agencies to develop a plan to reduce statewide per capita urban water use by 20 percent by the year 2020. This marked the initiation of the 20x2020 Water Conservation Plan. At that time, the goal seemed far-reaching yet attainable. The City of Lakewood calculated that it needed to hit a target of 103 gallons-per-capita-per-day (GPCD) as compared to our base year of 1996 through 2005 water use.

The Lakewood Department of Water Resources determined the base period for development of the 20 percent reduction by 2020 target by examining all the potential timeframes. The City's recycled water use does not exceed 10 percent of the water demand; therefore, the DWR used the 10-year base period. Fiscal Year 1996 to Fiscal Year 2005 (SB X7-7 Table 0 through SB X7-7 Table 1) were chosen for the calculation to meet the requirements of Section 10608.20 of the California Water Code. FY2004 through FY2008 to calculate the 5-year gross water use as established in Section 10608.22 of the Water Code.

Table 5-1: Baselines and Targets Summary From 2015 SB X7-7 Verification Form

Baseline Period	Start Year	Start Year End Year		Confirmed 2020 Target
10-15 Year	1996	2005 107		99
5 Year	2004	2008	104	39

All tables in this section related directly to SB X7-7 are labeled in compliance with the 2020 UWMP Numbering System

(i.e. tables in this section will start with "SB X7-7 Table ____")

SB X7-7 Table 0: Units of Measure Used in 2020 UWMP

Unit of measure used in 2020 UWMP (select one from the drop down list)							
Acre Feet							
*The unit of measure is consistent with Table 2-1C							

5.2 Method Used to Determine Population

The City of Lakewood is served by two water agencies – the Lakewood Department of Water Resources and Golden State Water District. Due to the complexity of figuring out the total population served when only partial of the city's census population is served by the Lakewood Department of Water Resources and in an effort to use consistent data, the State Department of Water Resources created a population data tool that uses a water supplier's historical population using GIS and U.S. Census data called the Water Use Efficiency (WUE) online data tool. This system calculates the population within a water supplier's service area and is the required standard for water agencies that provide water to only a section of a city. Therefore, the population data for the 2020 UWMP update has been calculated to reflect the data set provided by the State.



SB X7-7 Table 2: Method for 2020 Population Estimates

Method used to Determine 2020 Population (may check more than one)							
	1. Department of Finance (DOF) or American Community Survey (ACS)						
	2. Persons-per-Connection Method						
V	3. State DWR Population Tool						
	4. Other DWR recommends pre-review						

The table below is the detailed service area population for 2020 using the State Department of Water Resources Population Tool (Method 3).

SB X7-7 Table 3: 2020 Service Area Population

2020 Compliance Year Population					
2020	59,465				

5.3 Gross Water Use

Water use depends on various factors such as population, climate, land use patterns, (lot sizes, square footage of irrigated landscape), the age and condition of the water distribution infrastructure (water losses), and industrial and socioeconomic characteristics (the cost of water and income level of residents). Therefore, the volume of water produced can vary significantly from year to year. The following table outlines water production during 2020.

SB X7-7 Tables 4: 2020 Gross Water Use

			2020 Deductions					
Compliance Year 2020	2020 Volume Into Distribution System	Exported Water	Change in Dist. System Storage (+/-)	Indirect Recycled Water	Water Delivered for Agricultural Use	Process Water	2020 Gross Water Use	
	8,025	991	0	0	0	0	7,034	

SB X7-7 Tables 4-A: 2020 Volume Entering the Distribution System, Meter Error Adjustment

Name of Source	Groundwater								
This water source is (check one):									
•	The supplier's own water source								
	A purchased or imported source								
Compliance Year 2020		ume Entering istribution System	Meter Error Adjustment Optional (+/-)	Corrected Volume Entering Distribution System					
		8,025	0	8,025					



5.4 Baseline Daily per Capita Water Use

The State required water agencies to develop a 10- or 15-year base (or baseline) period to develop a target level of per capita water use which applies only to a water supplier that meets at least 10 percent of its 2008 measured retail water demand through recycled water. The City of Lakewood used a 5-year baseline period to determine the minimum required reduction in water use by 2020. The "daily per capita water use" is based on the water used per person per day within the City's service area. The daily per capita water use is estimated by dividing the amount of water produced by the service area population. The City of Lakewood's daily per capita water use for 2020 is in SB X7-7 Table 5.

SB X7-7 Table 5: 2020 Gallons Per Capita Per Day (GPCD)

2020 Gross Water From SB X7-7 Table 4	2020 Population From SB X7-7 Table 3	2020 GPCD
7,034	59,465	106

5.5 Compliance Daily per Capita Water Use

The steps taken in the last 35 years to improve the reliability of Lakewood's water supply have proved beneficial. Construction of the recycled water distribution system, acquisition of additional water rights to eliminate the purchase of import supplies, and community response to the water-use efficiency and conservation message situate the City in an enviable position.

Based on the conservation calculation in the UWMP, the City of Lakewood met the target of 99 GPCD in 2019, in compliance with SB X7-7. However, largely due to the COVID-19 pandemic and "stay-at-home" orders in 2020, the City's water use in 2020 is 106 GPCD, which is about 7 percent above the SB X7-7 target of 99 GPCD. The combined factors of a decrease in rainfall for 2020 as well as the more pressing issue of the COVID-19 "stay-at-home" restrictions, which increased residential water consumption for the majority of the calendar year, significantly affected Lakewood's gross water use and contributed to the spike in consumption for the reporting year of 2020.

SB X7-7 Table 9: 2020 Compliance

		Optional A					
	Enter "C	o" if Adjustment no	ot used				
Actual 2020 GPCD ¹	Extraordinary Events ¹	Weather Normalization ¹	Economic Adjustment ¹	TOTAL Adjustments ¹	Adjusted 2020 GPCD¹ (Adjusted if applicable)	2020 Confirmed Target GPCD ²	Did Supplier Achieve Targeted Reduction for 2020?
106	0	0	0	0	106	99	NO

NOTES: ¹All values are reported in gallons-per-capita-per-day (GPCD)

Table 5-2: 2020 Compliance From SB X7-7 Compliance Form

Actual 2020 GPCD	2020 TOTAL Adjustments	Adjusted 2020 GPCD	2020 Confirmed Target GPCD	Did Supplier Achieve Targeted Reduction for 2020?
106	0	106	99	NO

The SB X7-7 Tables interwoven in this Chapter and all other SB X7-7 Tables required by the State can be found in Appendix 1.



² 2020 Confirmed Target GPCD is taken from the Supplier's SBX7-7 Verification Form Table SBX7-7, 7-F (2015 UWMP)

5.6 Regional Alliance

The Water Conservation Act of 2009 allows water purveyors to meet the 20 percent by 2020 goal through a regional alliance, such as a wholesale supplier, a regional water management group, a hydrologic region or an integrated regional water management funding area. The members of the Los Angeles Gateway Region Integrated Regional Management Joint Powers Authority, an integrated water management funding area, have formed an alliance to comply with the provisions in the Water Conservation Act of 2009. Upon consideration and approval of the Letter of Agreement by the Lakewood City Council on May 24, 2011, the Lakewood Department of Water Resources became a member of this alliance.

While the City is a member of the Los Angeles Gateway Region Integrated Regional Management Joint Powers Authority, this UWMP has been created solely on its service area and SB X7-7 compliance will be for the City's service area only.



Chapter 6: System Supplies Water Sources

The City of Lakewood maintains four types of water supply to meet water customer demand: groundwater, imported treated surface water, recycled water and supplies from emergency interconnections with other water retailers.

6.1 Import Water Supplies

Prior to 1991, the department met peak demand for potable water supply with imported water from Metropolitan Water District of Southern California (MWD). The City purchased this supply through two Central Basin Municipal Water District (CBMWD) connections. Each connection can supply water at a rate of 15 cubic feet per second. This supply is currently the most expensive of available sources of supply. Effective January 1, 2021, CBMWD charges water purveyors \$1,268 per acre-foot for treated water.

The City can purchase MWD supplies through the existing MWD connections. The City can also receive additional supplies in the event of an emergency from the City of Cerritos or Golden State Water Company through two inter-connections.

6.2 Groundwater

The City currently relies on groundwater for 100 percent of its potable water supply. The installation of the recycled water distribution system in 1989 partially helped free the City from dependence on supplementary import water from Metropolitan Water District of Southern California purchased through the Central Basin Municipal Water District.

6.2.1 Central Groundwater Basin

The City draws its supply from the Central Groundwater Basin. This source annually supplies approximately 200,000 acre-feet of potable water to the area south of the Whittier Narrows to the Pacific Ocean and from the Orange County line to the city of Compton. The Central Groundwater Basin covers 277 square miles. According to *California's Groundwater Bulletin 118*, the basin's geologic boundaries are:

Bounded on the north by a surface divide called the La Brea high, and on the northeast by emergent less permeable Tertiary rocks of the Elysian, Repetto, Merced and Puente Hills. The southeast boundary between Central Basin and Orange County Groundwater Basin roughly follows Coyote Creek, which is a regional drainage province boundary. The southwest boundary is formed by the Newport Inglewood fault system and the associated folded rocks of the Newport Inglewood uplift.⁷

The physical characteristics of the Los Angeles Forebay, located at the Los Angeles River, and the Montebello Forebay, located at the Whittier Narrows, allow for the recharge of the Central Groundwater Basin. According to *California's Groundwater Bulletin 118*, these areas "have unconfined groundwater conditions and relatively interconnected aquifers that extend up to 1,600 feet deep...."⁷. The Central Groundwater Basin consists of eight aquifers and aquicludes. The main freshwater bearing aquifers are the Gaspur, Gardena, Gage, Silverado, Lynwood and Sunnyside aquifers.

⁷ California's Groundwater Bulletin 118, February 27, 2004.



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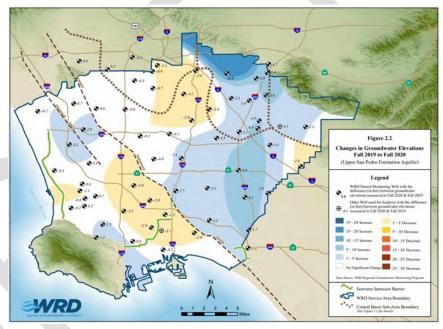
Table 6-1: Central Groundwater Basin Aquifers and Aquicludes

Aquifer/ Aquiclude ⁷	Age	Formation	Lithology	Maximum Thickness (feet)
Gaspur	Holocene		Coarse sand, gravel	120
Semiperched	Holocene		Sand, gravel	60
Bellflower	Pleistocene	Lakewood Formation	Clay, sandy clay	140
Gardena	Pleistocene	Lakewood Formation	Sand, gravel	160
Gage			Sand	120
Silverado	Lower Pleistocene	San Pedro Formation	Sandy gravel	300
Lynwood			Coarse sand and gravel	150
Sunnyside				350

6.2.2 Groundwater Management Program

Figure 6-1

The Water Replenishment District of Southern California (WRD) manages the Central and West Coast Groundwater Basins. Maintenance of the basin and the groundwater pumping allocation requires accomplished recharging: through facilities operated by the Los Angeles County Department of Public Works. The groundwater basin is replenished with three sources of water: import supplies from Metropolitan Water District of Southern California (MWD), local supplies from storm flows, and recycled water from the Sanitation District of Los Angeles County. The WRD purchases import supplies and



recycled water for groundwater replenishment. The WRD also purchases import and recycled supplies with additional treatment to maintain seawater intrusion barriers.

6.2.3 Central Basin Adjudication

The Central Groundwater Basin became an adjudicated basin in 1966 (Attachment 2). The third Central Basin Judgment Amendment was entered by the Los Angeles Superior Court on December 23, 2013 (Attachment 3). The Court allows the water rights holders to have direct input into how the Judgment is administered and enforced. Under the third new Judgment, the Watermaster is composed of three bodies; one of which is the Water Rights Panel (Panel), the second is the Administrative Body (WRD) to accept pumping reports and summarize records for review by the Panel, and the third body is the Storage Panel which consists of the Water Rights Panel plus the WRD Board of Directors.

The Water Rights Panel is made up of seven Central Basin water rights holders. Six are elected by their representative group, with votes weighted by water rights; one member by those holding less than 3,000 acre-feet, one by the Small Pumpers Group, one by those holding between 3,000 and 10,000 acre-feet,



and three by those holding greater than 10,000 acre-feet water rights APA. The seventh Panel Member is elected at large by all water rights holders at one vote each. The Water Rights Panel began its Watermaster duties in July 2014.

The Court established groundwater pumping rights at the time of adjudication, and the total allowable extractions from the basin in a given year are 330,000 acre-feet.

6.2.4 Lakewood's Groundwater Production

The City of Lakewood owns 9,432 acre-feet of groundwater rights in the Central Groundwater Basin. In addition, the City has drought carry over from 1991 of 1.500 acre-feet of water that can be used at any time. There are ten potable production wells that extract enough water to meet average and peak demand. The recycled water supply makes up the remainder of the City's total water supply.

In 2020 Lakewood pumped 7,034 acre-feet of water for use by City of Lakewood customers and an additional 991 acre-feet was delivered to the City of Long Beach as part of the Lakewood/Long Beach Water Purchase Agreement.

Groundwater 2016 2017 2018 **Location or Basin Name** 2019 2020 Type Alluvial Basin Central Groundwater Basin 6.746 7.020 7.149 6,570 7.034 7.020

6,746

7.149

6,570

7.034

Table 6-2: Groundwater Volume Pumped

TOTAL (acre-feet)

2020 Production in acre-feet													
	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	TOTAL
Delivered to Long Beach:	322	137	0	0	0	0	0	0	1	0	112	419	991
Total used by City of Lakewood Customers:	464	499	441	476	615	644	691	762	671	660	572	539	7,034

The City projects that the groundwater rights and allowable carry over currently owned by the City will meet water demand during normal water supply periods for the 20-year planning period.

6.3 Wastewater and Recycled Water

Lakewood depends on 100% groundwater from the Central Groundwater Basin for drinking water and utilizes recycled water (about 6% of total water supply) for over 58% of the City's irrigation. Lakewood has operated a recycled water system since 1989. Participating agencies for operation of Lakewood Recycled Water Systems include:



Table 6-4: Participating Agencies (Recycled Water)

Type of Agency	Agency	Role in Development
Water Agencies	City of Lakewood	Construction and Delivery of Recycled
		Water to the Community
	City of Cerritos	Maintains Pump Facility, Sells Recycled
		Water to Lakewood via Metered
		Connections
	Metropolitan Water District of	Incentive Program to Promote Recycled
	Southern California	Water Use
	Central Basin Municipal Water	Incentive Program to Promote Recycled
	District	Water Use (MWD Program Implemented
		through CBMWD)
Wastewater Agencies	Sanitation Districts of Los	Treated Wastewater Supplier
	Angeles County	
Planning Agencies	California Department of Water	Funding- Low Cost Loan for Construction
	Resources	of Recycled Water System

Over the past 30 years, the City of Lakewood has reduced its reliance on potable water by 14,078 acrefeet or an average of 469 acrefeet each year through the use of recycled water. The City's recycled water distribution system connects to the Sanitation Districts of Los Angeles County's Los Coyotes Reclamation Plant through the City of Cerritos' recycled water pumping and distribution system. The City of Lakewood maintains three metered recycled water service connections with the City of Cerritos.

Figure 6-2 identifies the recycled water connections to the Cerritos system, and the current recycled water customers.

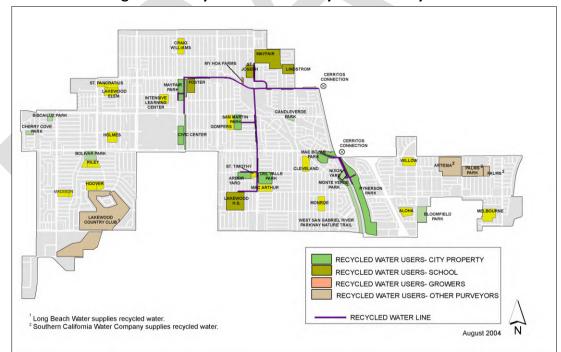


Figure 6-2: City of Lakewood Recycled Water System

The wastewater from the City of Lakewood service area was collected and treated at the Long Beach Water Reclamation Plant (LBWRP) located at 7400 E. Willow Street, Long Beach, CA 90815. The LBWRP has a design capacity of 25 million gallons per day (MGD). The discharge point from this facility is into Coyote



Creek downstream of Willow Street and upstream of the confluence with the San Gabriel River. The Sanitation District's treatment facility from which the City of Lakewood receives recycled water is the Los Coyotes Water Reclamation Plant (LCWRP), 16515 Piuma Avenue, Cerritos, CA 90703. The LCWRP has a design capacity of 37.5 MGD. The discharge point from this facility is into the San Gabriel River just downstream of Alondra Blvd.

Recycled water produced by the LCWRP is either delivered through recycled water distribution systems operated by the City of Cerritos, the City of Lakewood, the City of Bellflower, or the Central Basin Municipal Water District (CBMWD) for beneficial, non-potable reuse, or it is discharged into the San Gabriel River where it flows into the Pacific Ocean. Recycled water produced by the LBWRP is either delivered through recycled water distribution systems operated by the Long Beach Water Department (LBWD) for beneficial, non-potable reuse, or to the Water Replenishment District of Southern California for further advanced treatment and injection into the Alamitos Seawater Intrusion Barrier, or it is discharged into Coyote Creek which joins the San Gabriel River before it flows into the Pacific Ocean.

Table 6-5: Wastewater Collected Within Service Area in 2020

Wastewater Collection			Rec	ipient of Collecte	d Wastewate	r
Name of Wastewater Collection Agency	Wastewater Volume Metered or Estimated?	Volume of Wastewater Collected from UWMP Service Area 2020	Name of Wastewater Treatment Agency Receiving Collected Wastewater	Treatment Plant Name	Is WWTP Located Within UWMP Area?	Is WWTP Operation Contracted to a Third Party?
Sanitation Districts Of Los Angeles County	Metered	25,938	Sanitation Districts Of Los Angeles County	Long Beach Water Reclamation Plant (LBWRP)	No	No
Total Wastewater Collected from Service Area in 2020:						
NOTE: Volume of	wastewater col	ected in acre-feet			•	

Recycled water produced and treated by both the LCWRP and LBWRP is at the tertiary level. The treatment process consists of primary sedimentation, biological oxidation, coagulation, secondary clarification, media filtration, and disinfection using chlorine. The wastewater collection and treatment system in the Sanitation Districts' Los Angeles metropolitan service area (i.e., the area outside of the City of Los Angeles and south of the San Gabriel Mountains), known as the Joint Outfall System (JOS) is interconnected between a main ocean disposal plant in the City of Carson and six WRPs located upstream in the trunk sewer system. The upstream WRPs take a portion of the wastewater flow generated in the JOS into their facilities for treatment. As such, the tributary service area for the LCWRP is generally to the north and northeast of the plant. The tributary service area for the LBWRP is generally to the north and west of the plant. Noteworthy 2020 information concerning the Sanitation District of Los Angeles County as it relates to the City of Lakewood and local surrounding agencies includes:

- Approximately 23.09 MGD of wastewater was treated at the LCWRP,
- Approximately 15.19 MGD of wastewater was treated at the LBWRP,
- Approximately 19.86 MGD of recycled water was produced and discharged from the LCWRP,
- Approximately 11.30 MGD of recycled water was produced and discharged from the LBWRP,
- Approximately 0.41 MGD (a total of 151 million gallons) of recycled water from the LCWRP was reused within the City of Lakewood's service area,
- An additional 0.10 MGD (a total of 37 million gallons) of recycled water from the LCWRP was delivered through the CBMWD and Golden State Water Company and reused within the City of Lakewood, and
- Approximately 5.74 MGD (a total of 2,102 million gallons) of recycled water from the LCWRP was delivered through the Cerritos, Lakewood, Bellflower and CBMWD distribution systems and reused.



Table 6-6: Wastewater Treatment and Discharge Within Service Area in 2020

								2020 volur	nes	
Wastewater Treatment Plant Name	Discharge Location	Discharge Location Description	Wastewater Discharge ID Number	Method of Disposal	Does This Plant Treat Wastewater Generated Outside the Service Area?	Treatment Level	Wastewater Treated	Discharged Treated Wastewater	Recycled Within Service Area	Recycled Outside of Service Area
Long Beach Water Reclamation Plant (LBWRP)	Los Coyotes Water Reclamation Plant	Coyote Creek downstream of Willow Street	NPDES No. 001	River or creek outfall	Yes	Tertiary	25,938	22,301	464	3,173
						Total	25,938	22,301	464	3,173
NOTES: Volume	e of wastewater	treated/recycled	in acre-feet							

Table 6-7 below details our actual 2020 recycled water use in comparison to projected recycled water use. In the 2015 UWMP Update, it was projected that the City of Lakewood would use 502 acre-feet in 2020. However, the City's recycled water use decreased to 446 acre-feet.

Table 6-7: 2015 UWMP Recycled Water Use Projection Compared to 2020 Actual

Beneficial Use Type	2015 Projection for 2020	2020 Actual Use
Agricultural irrigation		
Landscape irrigation (excludes golf courses)	502	446
Golf course irrigation		
Commercial use		
Industrial use		
Geothermal and other energy production		
Seawater intrusion barrier		
Recreational impoundment		
Wetlands or wildlife habitat		
Groundwater recharge (IPR)		
Reservoir water augmentation (IPR)		
Direct potable reuse		
Other (Description required)		
Total	502	446

Current usage trends show a slight decrease from year to year but with new water conservation efforts and goals looming, Lakewood's reliance on recycled water could increase. Taking this into account, Lakewood's recycled water use is projected to increase slightly from the 2020 level and remain relatively constant over the next 20-years.



Table 6-8: Current and Projected Recycled Water Direct Beneficial Uses Within Service Area

Name of Supplier Producing (Treating) the Recycled Water: CITY OF CERRITOS									
Name of Supplier Ope Recycled Water Distrik	•	CITY OF LAKEWOOD							
Supplemental Water A	dded in 2020	N/A							
Source of 2020 Supple	mental Water	N/A							
Beneficial Use Type	Potential Beneficial Uses of Recycled Water	Amount of Potential Uses of Recycled Water (Quantity)	General Description of 2020 Uses	Level of Treatment	2020	2025	2030	2035	2040
Landscape irrigation (excludes golf courses)	Irrigation of Parks and Medians	450	Irrigation of Parks and Medians	Tertiary	446	450	450	450	450
	Total:					450	450	450	450

6.4 Recycled Water System Expansion

The City of Lakewood examined potential expansion of the recycled water system in the fall of 2009. The City contracted with Willdan Associates for the completion of a feasibility study regarding the expansion of the recycled water system. (Attachment 8 contains the complete study.) Based on Willdan's extensive study and professional estimates, the cost for an expansion of the City's recycled water system would cost roughly \$17.7 million dollars in 2015 dollars. As of the 2015 UWMP, this project was deemed cost prohibitive and no plans were made to expand our system. As of the 2020 update of the UWMP, the City of Lakewood continues to have no immediate plans to expand our existing recycled water system.

6.5 Development of Desalinated Water

The City of Lakewood Department of Water Resources currently has no plans and no need for the use of desalinated water to meet water supply demands.

6.6 Transfer or Exchange Opportunities

The City of Lakewood currently maintains four emergency water supply inter-connections with adjacent water purveyors, the Cities of Cerritos, Signal Hill, and Long Beach, and Golden State Water Company (GSWC). Both Cerritos and GSWC connections are bi-directional, and the other two connections with the cities of Long Beach and Signal Hill are now one-way interconnections.

These connections have the potential for transfer and/or exchange of water supply during a water shortage emergency associated with water quality problems, disaster, drought, and system maintenance. The map above shows the locations of the emergency interconnections.

Figure 6-3





6.7 Summary of Existing and Planned Sources of Water

The Central Basin Groundwater judgment sets out the annual pumping rights of each adjudicated water rights holder; provides for carryover of 60% of annual pumping rights for one year. Lakewood's adjudicated pumping allocation is 9,432 acre-feet with opportunities to increase that amount through carryover when deemed necessary.

Tables 6-6 and 6-7 can be found in the Appendix 3. Tables 6-8 and 6-9 below examine the City's current and projected potable and recycled water supplies.

Table 6-9: Water Supplies – Actual

Water Supply	Additional Detail on Water Supply	2020			
	water supply	Actual Volume	Water Quality		
Groundwater (not desalinated)		10,932	Drinking Water		
Recycled Water		446	Recycled Water		
	Total	11,378			

NOTES: Groundwater includes allocated pumping allocation of 9,432 acre-feet. In addition, Lakewood has 1991 drought carryover of 1,500 acre-feet for a total of 10,932 acre-feet groundwater available to the City of Lakewood.

Table 6-10: Water Supplies — Projected

	Projected Water Supply							
Water Supply	2025	2040						
	Reasonably Available	Reasonably Available	Reasonably Available	Reasonably Available				
	Volume	Volume	Volume	Volume				
Groundwater	9,432	9,432	9,432	9,432				
Recycled Water	450	450	450	450				
Total	9,882	9,882	9,882	9,882				

6.8 Future Water Projects

The City of Lakewood's existing water production facilities are capable of producing groundwater supplies in normal, single dry and multiple dry years. Since the 2015 Urban Water Management Plan Update, the City has begun a new well (Well 28) construction which should be fully operational in 2021. Begun in 2020, a new treatment system for Well 13A has been designed and will be constructed in 2021. With the goal of meeting the future challenges of water demand and water quality, the City is addressing future pipeline replacement, well and reservoir maintenance, and system upgrades to ensure a fully operational, efficient, safe, and reliable water system for the years to come.

6.9 Energy Intensity

The City's water supply facilities include ten water wells, a 2,500 gallons per minute water treatment facility, three water storage facilities, two connections to Metropolitan Water District of Southern California import supplies through Central Basin Municipal Water District, and four emergency interconnections with GSWC, the City of Cerritos, the City of Long Beach, and the city of Signal Hill. Billing data was provided by Southern California Edison (SCE) for each of the facilities operated by the City. There are three reporting options on available data which include the following:

- Option 1: Energy Intensity Water Supply Process Approach by the individual Water Management Process
- Option 2: Energy Intensity Total Utility Approach using the sum of all Water Management



- Processes and total energy for the system
- Option 3: Energy Intensity Multiple Water Delivery Products by breaking down percentages for retail potable, retail non-potable, agricultural, etc.

Table 6-11 summarizes the City's supply facilities energy intensity using the total utility approach.

Table 6-11: Recommended Energy Intensity – Total Utility Approach

Enter Start Date for Period	01/01/2020	Urban Water Supplier Operational Control				
End date	12/31/2020	Sum of all Water Processes Non-Consequential Hydropowe				
		Total Utility ¹	Hydropower	Net Utility		
Volume of Water Entering	g Process (AF)	8,025	0	8,025		
Energy Cons	3,825,398	0	3,825,398			
Energy Inten	476.7	0	476.7			

NOTES: ¹Total Utility includes water directly into distribution system (7,034) and sold to LB Water (991)

The City takes advantage of renewable solar energy at its Plant 4 facility. This renewable energy source resulted in 361,656 kWh of energy being produced which helped lower the energy intensity from 521.8 kWh/AF to 476.7 kWh/AF for 2020



² Total energy consumed includes the net effect of 361,656 kWh of renewable solar energy produced by Plant 4

Chapter 7: Water Supply Reliability Assessment

7.1 Introduction

The City expects the availability of groundwater supplies to remain constant over the next 20 years in this managed basin. The supply estimates are based on the annual allowable pumping rights and carryover from the previous year. A severe single dry year or several consecutive dry years would not impact the City's ability to meet water demand.

Prolonged drought, more than multiple dry years, could result in a water supply shortfall if basin replenishment decreases. The City's ability to maintain reliable water supplies hinges on the maintenance of the groundwater basin. The Los Angeles County Department of Public Works operates two recharge spreading grounds in the Central Basin: Rio Hondo and San Gabriel River. The ability to "stockpile" water during wet years increases the reliability in dry years.

A prolonged drought without recharge of the groundwater table could eventually lower the groundwater table and impact the ability to pump water from the basin. A significant drop in the groundwater table could mean the loss in groundwater production wells. The City estimates that a 50 percent loss in the groundwater supply would have to occur to affect the City's water production. If the drought lasted more than several years and no groundwater recharge occurred for at least two years, the City could lose two or three production facilities; that is the groundwater table would drop to a level that the water bearing strata would lay below the well perforations. In such situations the Watermaster could reduce the amount of allowed pumping allocation by local groundwater producers.

A change in the Central Groundwater Basin Judgment also allows greater flexibility for the groundwater producer. The City is now able to carryover up to 60 percent in excess of our annual water allowance beginning in 2016. This allows us to bank water during wet years and for extractions during periods of drought without harming the overall operation of the basin.

The long-term solution to water supply reliability lies in the ability to develop methods to reduce the amount of import water used for groundwater recharge. The Water Replenishment District of Southern California has moved forward with their Groundwater Reliability Improvement Program (GRIP) and Water Independence Now (WIN) continues to pursue projects that develop local, sustainable sources of water for use in groundwater replenishment.

The GRIP Recycled Water Project includes the development of a new water supply for groundwater replenishment. This program is a major component of WRD's Water Independence Now (WIN) strategy to become completely independent from imported water supplies and establish local sustainability for the groundwater basins. For GRIP, WRD is to use an additional 21,000 acre-foot per year (AFY) of recycled water for groundwater recharge via surface spreading in the Montebello Forebay Spreading Grounds (MFSG). The 21,000 AFY of new replenishment supply has been online since 2019 and has been instrumental in WRD meeting its goal of independence from imported water with no imported water purchases planned for Fiscal Year 2021-2021 according to the WRD 2021 Engineering Survey and Report.

7.1.1 Current Water Supply Reliability

As a groundwater producer, Lakewood benefits from the security associated with an adjudicated groundwater basin. The three-year minimum water supply would be based on the adjudicated groundwater extraction rights held by the utility. Lakewood currently owns 9,432 acre-feet of extraction rights and 1,500 acre-feet in drought carryover. The Watermaster, which oversees the execution of the judgment, controls the extraction of water from the Central Groundwater Basin, and could call for a reduction in groundwater extraction during prolonged drought. Though this type of restriction has not occurred since the adjudication of the basin, a long-term cessation of recharge could trigger such action. The groundwater extraction is the total annual pumping allocation and 60 percent carryover. Recycled water is demand driven. The purchase



of recycled water is based on customer demand, which varies based on local rainfall.

The City of Lakewood has already shown resiliency in their water supply in enduring a five-year drought period from 2012 to 2016. The supply and demand data collected for these dry year has proven that Lakewood's water supply can remain sustainable when faced with adverse conditions, and can continue to provide a consistent water supply to their residents.

7.2 Water Service Reliability Assessment

In order to determine the Average Year, Single-Dry Year, and Five-consecutive dry years, the City reviewed the historical rainfall data from Los Angeles County Department of Public Works Climatological Record Montana Station 225.

Table 7-1 identifies each Year Type and the corresponding supply available to serve the demands during historical average, single, and multiple dry year conditions. The Volume Available combines both potable and recycled water and is presented as 100% reliable for all year types.

Available Supplies if Year Type Repeats Quantification of available supplies is not compatible with this table and is provided elsewhere in the UWMP. Location Year Type **Base Year** Quantification of available supplies is provided in this table as either volume \checkmark only, percent only, or both. **Volume Available** % of Average Supply 9,882 100% Average Year 2020 Single-Dry Year 2018 9,882 100% Consecutive Dry Years 1st Year 2012 9.882 100% 2013 9,882 100% Consecutive Dry Years 2nd Year Consecutive Dry Years 3rd Year 2014 9,882 100%

Table 7-1: Basis of Water Year Data (Reliability Assessment)

7.2.1 Normal Year

Consecutive Dry Years 4th Year
Consecutive Dry Years 5th Year

A normal water-year can be described as a year that most closely represents median local runoff levels and patterns. The City selected the year 2020 to represent the normal year or average year. The average rainfall level in the City of Lakewood for 2020 was 14.22 inches.

2015

2016

9,882

9,882

Table 7-2 summarizes the City's projected supply and water demands through 2040. These future demand projections are based on the estimated population levels in Lakewood over the next twenty years as described in Section 3.5 and the projected per capita water demands described in Section 4.4.1. Future supply projections are based on the reasonably available groundwater volumes described in Section 6.7. Based on the City's current/projected water supply the City has more than sufficient available resources to serve future water demands.



100%

100%

Table 7-2: Normal Year Supply and Demand Comparison

	2025	2030	2035	2040
Supply totals (from Table 6-9)	9,882	9,882	9,882	9,882
Demand totals (from Table 4-3)	7,138	7,071	7,005	6,939
Difference	2,744	2,811	2,877	2,943

7.2.2 Single Dry Year

A single-dry year can be described as a year that shows below average rainfall for one year. The City chose the year 2018 to represent the single dry year. The average rainfall level in the City of Lakewood for 2018 was 3.65 inches.

Table 7-3 summarizes the City's projected supply and demand through 2040 for a single dry year.

Table 7-3: Single Dry Year Supply and Demand Comparison

	2025	2030	2035	2040
Supply totals	9,882	9,882	9,882	9,882
Demand totals	7,071	7,005	6,939	6,874
Difference	2,811	2,877	2,943	3,008

7.2.3 Five-Consecutive-Year Drought Water Supply Years

Five consecutive dry years can be described as a five-year period that shows below average rainfall. The City chose the year 2012 to 2016 to represent five consecutive dry years. The average rainfall levels in the City of Lakewood for calendar years 2012 to 2016 were 8.31 inches, 7.55 inches, 5.04 inches, 10.12 inches, and 6.48 inches respectively.



Table 7-4 summarizes the City's projected supply and demand through 2040 for multiple dry years.

Table 7-4: Multiple Dry Years Supply and Demand Comparison

	violetipic bi y i	2025	2030	2035	2040
		2023	2030	2033	2040
	Supply totals	9,882	9,882	9,882	9,882
First year	Demand totals	7,071	7,005	6,939	6,874
	Difference	2,811	2,877	2,943	3,008
	Supply totals	9,882	9,882	9,882	9,882
Second year	Demand totals	7,005	6,939	6,874	6,810
	Difference	2,877	2,943	3,008	3,072
	Supply totals	9,882	9,882	9,882	9,882
Third year	Demand totals	6,939	6,874	6,810	6,746
	Difference	2,943	3,008	3,072	3,136
	Supply Totals	9,882	9,882	9,882	9,882
Fourth Year	Demand Totals	6,874	6,810	6,746	6,683
	Difference	3,008	3,072	3,136	3,199
	Supply Totals	9,882	9,882	9,882	9,882
Fifth Year	Demand Totals	6,810	6,746	6,683	6,621
	Difference	3,072	3,136	3,199	3,261

7.2.4 Five-Year Drought Risk Assessment

Historically, water demands have increased in dry years due to climate conditions, but recently dry years have shown a decrease in water demands due to both voluntary and mandatory conservation efforts. This Drought Risk Assessment takes both of these assumptions into account and the City will make the conservative assumption that water demand will not increase dramatically during the five-year drought period but will see a slight decrease.

For this Drought Risk Assessment (as well as the UWMP as a whole), the supply of water to the City will remain the same for the five-year period as the 2019 Regional Groundwater Monitoring Report by the Metropolitan Water District indicates that the groundwater supply will continue to be a reliable source for the foreseeable future due to artificial replenishment, natural replenishment, and controlled pumping.

Using the assumptions and methodology discussed above, the Drought Risk Assessment shows no anticipated shortages over a five-year drought period beginning in 2021 (summarized in Table 7-5).



Table 7-5: Five-Year Drought Risk Assessment Tables to address Water Code Section 10635(b)

2021	Total	
Total Water Use	7,190	
Total Supplies	9,882	
Surplus/Shortfall w/o WSCP Action	2,692	
Planned WSCP Actions (Use reduction and supply a	augmentation)	
WSCP – supply augmentation benefit	0	
WSCP – use reduction savings benefit	0	
Revised Surplus/Shortfall	2,692	
Resulting % Use Reduction from WSCP action	0%	
2022	Total	
Total Water Use	7,177	
Total Supplies	9,882	
Surplus/Shortfall w/o WSCP Action	2,705	
Planned WSCP Actions (Use reduction and supply a	augmentation)	
WSCP – supply augmentation benefit	0	
WSCP – use reduction savings benefit	0	
Revised Surplus/Shortfall	2,705	
Resulting % Use Reduction from WSCP action	0%	
2023	Total	
Total Water Use	7,164	
Total Supplies	9,882	
Surplus/Shortfall w/o WSCP Action	2,718	
Planned WSCP Actions (Use reduction and supply augmentation		
WSCP – supply augmentation benefit	0	
WSCP – use reduction savings benefit	0	
Revised Surplus/Shortfall	2,718	
Resulting % Use Reduction from WSCP action	0%	



2024	Total
Total Water Use	7,151
Total Supplies	9,882
Surplus/Shortfall w/o WSCP Action	2,731
Planned WSCP Actions (Use reduction and supply a	augmentation)
WSCP – supply augmentation benefit	0
WSCP – use reduction savings benefit	0
Revised Surplus/Shortfall	2,731
Resulting % Use Reduction from WSCP action	0%
2025	Total
2025 Total Water Use	Total 7,138
Total Water Use	7,138
Total Water Use Total Supplies	7,138 9,882 2,744
Total Water Use Total Supplies Surplus/Shortfall w/o WSCP Action	7,138 9,882 2,744
Total Water Use Total Supplies Surplus/Shortfall w/o WSCP Action Planned WSCP Actions (Use reduction and supply a	7,138 9,882 2,744 augmentation)
Total Water Use Total Supplies Surplus/Shortfall w/o WSCP Action Planned WSCP Actions (Use reduction and supply a WSCP – supply augmentation benefit	7,138 9,882 2,744 augmentation)



Chapter 8: Water Shortage Contingency Plan

8.1 Water Supply Reliability Analysis

The Water Shortage Contingency Plan outlines the City's planned response to water supply shortages. The water conservation measures and progressive restrictions on water use outlined in this WSCP are designed to provide a measure of certainty to water users and enable the City to control water use, provide a consistent water supply, and accurately plan and implement water management measures that will benefit the public.

This WSCP describes the measures to be implemented during declared water shortages, or declared water emergencies by either City, State, or Federal government. The WSCP outlines six stages of drought response actions to be implemented in times of shortage, with water use restrictions that increase in direct response to decreasing water supply.

As of October 13, 2009, the City adopted Ordinance 2009-5 to amend Section 7500-7514.2015 of the Lakewood Municipal Code. This ordinance serves to expand upon the City's water conservation regulations and Water Shortage Contingency Plan (WSCP) already in place, including the ability to impose up to 50% mandatory reduction in water use (Phase 5 of the Lakewood WSCP). A copy of the WSCP and Ordinance 2009-5 are included as Attachment 5 and 15 respectively.

8.2 Annual Water Supply and Demand Assessment Procedures

The City's water supply sources include local groundwater and recycled water supplies. The City maintains ten water wells, a 2,500 gallons-per-minute water treatment facility, three water storage facilities, two connections to Metropolitan Water District of Southern California import supplies through Central Basin Municipal Water District, and four emergency interconnections with GSWC, the City of Cerritos, the City of Long Beach, and the city of Signal Hill. Based on information provided by the City, it is assumed that the City's water supply is reliable and 100% available during normal, single, and multiple drought conditions.

The 2019 Annual Progress Report by the Metropolitan Water District (Attachment 17) assessed the conditions for both the Central and West Coast Basins of Los Angeles County. Their comprehensive analysis included analyzing groundwater levels, water quality, and future plans for preserving groundwater resources. This comprehensive analysis indicates that the groundwater supply will continue to be a reliable source for the foreseeable future due to artificial replenishment, natural replenishment, and controlled pumping.

8.2.1 Decision Making Process

In accordance with CWC 10632, the City will conduct an annual water supply and demand assessment, or annual assessment, by July 1st of each year, beginning in the year following the adoption of the current UWMP (July 1, 2022).

The City will compile and prepare a written report that addresses the results of this annual assessment. A copy of the annual report will be presented to the City Council for review. If any findings or recommendations are outlined in this report, the City Council can vote to approve and implement the recommendations during their regularly scheduled meetings.

Department of Water Resources staff will be responsible for working with other City Departments, as well as working closely with state and regional agencies to draft and prepare the annual water supply and demand assessment, recommending possible actions, presenting the assessment to City Council, and submitting the assessment to DWR on an annual basis.



8.2.2 Data and Methodologies

The key data inputs and methodologies that the City will use to determine the reliability of its water supply for the current year and one dry year include:

- Current year unconstrained demand, considering weather patterns, population growth/decline, or other factors that would influence consumer demand
- Current year available supply, taking into consideration hydrological and regulatory conditions that would affect the City's available water supply
- Existing infrastructure needs and capabilities, including a project list and/or schedule to determine
 which projects could increase or reduce the City's water supply
- A finite set of evaluation criteria that can be relied on for consistency for each annual water supply and demand assessment
- A detailed description of each of the City's water supply sources

8.3 Six Standard Water Shortage Stages

This Water Shortage Contingency Plan outlines six specific phases of water conservation that closely resemble the new requirements of this Urban Water Management Plan. These phases are designed to be implemented during times of water supply shortage to ensure that the demand for water by consumers is met while maintaining control over water use and water supply. The City's WSCP includes both voluntary and mandatory water shortage contingencies which vary according to the severity of the water shortage.

These phases may be implemented by Council action in the event of a City, State or Federal water conservation mandate, as well as any unforeseen water emergency.

The six phases in the City's WSCP are summarized in Table 8-1 below.

Table 8-1: Water Shortage Contingency Plan Levels

Phases in City of Lakewood Water Shortage Contingency Plan		Crosswalk	2020 WSCP Mandated Shortage Levels			ge Levels	
Phase	Percent Supply Reduction	Water Supply Condition		Stage	Percent Supply Reduction	Water Supply Condition	Compliance with water savings measures
Voluntary	Up to 10%	Declaration of Drought by State or Regional Agency calling for 10% reduction		1	Up to 10%	Normal	Voluntary
ı	Up to 10%	Declaration of Drought by State or Regional Agency calling for 10% reduction		2	Up to 20%	Slightly Restricted	Mandatory
п	Up to 20%	Declaration of Drought by State or Regional Agency calling for 20% reduction		3	Up to 30%	Moderately Restricted	Mandatory
III	Up to 30%	Declaration of Drought by State or Regional Agency calling for 30% reduction		4	Up to 40%	Restricted	Mandatory
IV	Up to 40%	Halt of artificial recharge of groundwater basin over 3 year period		5	Up to 50%	Severely Restricted	Mandatory
V	Up to 50%	Halt of artificial recharge of groundwater basin over 5 year period		6	>50%	Extremely Restricted	Mandatory



8.4 Shortage Response Actions

The shortage response actions that must be taken include actions related to the reduction of demand for water as well as the suggested actions that would help augment the supply of water to consumers in the event of a water shortage.

8.4.1 Demand Reductions

The City incorporates a mechanism to penalize consumers for violation of implemented water use restrictions in the WSCP. In the event of a water shortage, the City can also implement certain measures to reduce the demand for water. Table 8-2 outlines these demand reduction measures in the WSCP.

Table 8-2: Demand Reduction Actions

Phase	Demand Reduction Actions by Supplier	Estimated Water Savings Level	Penalty, Charge, or Other Enforcement?
Voluntary	Public Education Program; Voluntary Rationing	Not Quantified	No
1	Use Prohibitions/Restrictions	<10%	No
II	Landscape-Restrict or prohibit landscape irrigation runoff/overwatering	<8-10%	Yes
III	Flow Restriction on Water Use Restriction Violators	<10-40%	Yes
IV	Implement or Modify Drought Rate Structure or Surcharge	<10-40%	Yes
V	Reduce Pressure in Water Lines; Prohibit all landscape irrigation	<10-40%	Yes

8.4.2 Supply Augmentation

Table 8-3 summarizes the restrictions and prohibitions on end users for each phase of water shortage responses implemented by the City.

Table 8-3: Supply Augmentation and Other Actions

Phase	Supply Augmentation Methods and Other Actions by Water Supplier	Estimated Water Savings Level	Penalty, Charge, or Other Enforcement?
Voluntary	Education for water conservation methods	Low	No
Voluntary	Public outreach for voluntary reduction in water use	Medium	No
Voluntary	End Users must repair leaks, breaks, or malfunctions within six (6) days	Medium	No
Voluntary	Other-Minimize use of potable water for washing hard surfaces	Medium	Yes
Voluntary	Landscape- Restrict or prohibit runoff from landscape irrigation	Medium	Yes
I	Potable water used for washing down hard surfaces restricted to no more than two (2) times during a calendar month	Medium	Yes
I	Washing of vehicles shall be done with a bucket or hose equipped with a positive shut off nozzle	Medium	Yes
I	End Users must repair leaks , breaks, or malfunctions within five (5) days	Medium	Yes
I	Sprinklers shall be adjusted to minimize runoff from landscape on to hardscape areas	High	Yes
I	Landscape irrigation recommended during the early morning hours for no more than ten (10) minutes at a time	Medium	Yes
II	Residential and Commercial landscaping restricted to no more than three (3) times during a seven (7) day period for no more than ten (10) minutes at a time during the months of June through September	High	Yes



Phase	Supply Augmentation Methods and Other Actions by Water Supplier	Estimated Water Savings Level	Penalty, Charge, or Other Enforcement?
11	Landscape irrigation restricted to no more than two (2) times during a seven (7) day period for no more than ten (10) minutes at a time during the months of October through May	High	Yes
II	Non-residential water customers with a consumption in excess of 25,000 cubic feet shall prepare a water conservation plan within sixty (60) days of the declared water shortage	Medium	Yes
II	End Users must repair leaks , breaks, or malfunctions within four (4) days	High	Yes
III	Residential and Commercial landscaping restricted to no more than two (2) times during a seven (7) day period for no more than ten (10) minutes at a time during the months of June through September	High	Yes
III	Landscape irrigation restricted to no more than one (1) time during a seven (7) day period for no more than ten (10) minutes at a time during the months of October through May	High	Yes
III	Irrigation of commercial nurseries and growers, active parks, golf courses, school grounds restricted to no more than three (3) times during a seven (7) day period for no more than ten (10) minutes	High	Yes
III	End Users must repair leaks , breaks, or malfunctions within three (3) days	High	Yes
IV	Residential and Commercial landscaping restricted to no more than one (1) time during a seven (7) day period for no more than ten (10) minutes at a time during the months of June through September	High	Yes
IV	Landscape irrigation restricted to no more than one (1) time during a fourteen (14) day period for no more than ten (10) minutes at a time during the months of October through May	High	Yes
IV	Irrigation of commercial nurseries and growers, active parks, golf courses, school grounds restricted to no more than two (2) times during a seven (7) day period for no more than ten (10) minutes	High	Yes
IV	End Users must repair leaks , breaks, or malfunctions within two (2) days	High	Yes
V	Residential and Commercial landscaping restricted to only permanent trees and shrubs with handheld bucket or drip irrigation system no more than two (2) gallons per hour one (1) time during a seven (7) day period	High	Yes
V	Irrigation of commercial nurseries and growers restricted to one (1) time during a seven (7) day period for no more than ten (10) minutes at a time	High	Yes
V	Irrigation of parks, golf courses, school grounds restricted to no more than two (2) times during a seven (7) day period for no more than ten (10) minutes	High	Yes
V	End Users must repair leaks , breaks, or malfunctions within 24 hours	High	Yes

8.4.3 Operational Changes

In the event of an extreme water shortage, the City will place restrictions based on the severity of shortage, but not limited to the following in accordance with CWC 10632(a)(4)(C) and CWC 10632.5(a).

- Limits on watering days
- Obligation to fix leaks or line breaks within an expedited timeframe
- No washing down of driveways
- Limits on filling residential swimming pools and spas
- Limits on filling of ornamental lakes/ponds
- · Limits on washing of vehicles
- Establishment of water allocations, including penalty rates for water used above an allocation
- No watering or irrigating
- No new service connections allowed



8.4.4 Additional Mandatory Restrictions

The City's customers shall comply with the mandatory water shortage response actions listed in Table 8-1 associated with a level 3 or higher water shortage in accordance with CWC 10632(a)(4)(d)

8.4.5 Emergency Response Plan

In the event that the City were unable to the demand placed upon it by customers due to an unforeseen emergency, the City could declare a water emergency and take necessary actions as outlined in the Water Shortage Contingency Plan. Lakewood has identified, and will continue to identify, vulnerabilities to the water system to help mitigate any potential impacts to the ability to serve its customers.

8.4.6 Seismic Risk Assessment and Mitigation Plan

The City of Lakewood's 2018 Hazard Mitigation Plan (Attachment 16) has identified key areas within the City that would be most susceptible to damage during extraordinary emergencies including earthquakes, floods, windstorms, drought, and other hazards such as extreme temperatures, landslides, wildfires, subsidence, and volcanic events.

The 2018 Hazard Mitigation Plan identified the high risk of earthquakes and seismic activity to all City facilities, with specific risk to Water infrastructure in the form of potential pipeline breaks, damage to City wells and treatment plants, and identified a high risk of City-wide water service interruption. In the event of major seismic activity, if the City's water systems are damaged or disrupted, the City will follow protocols in place detailed in their Disaster Response Plan (Attachment 4).

8.4.7 Shortage Response Action Effectiveness

All of the shortage response actions in the City's WSCP have the intended goal of reducing water demand to below the available supply of water at any given water shortage phase. In order to ensure that the shortage actions in place are effective in reaching the goal of reducing water demand, the City will closely analyze consumption trends on a daily, weekly, and monthly basis by utilizing the consumption data gleaned from their full-AMI metering system as described in Section 8.9.

After careful analysis by City staff, if it is found that the shortage response actions in place are ineffective in reaching the reduced water demand, the City will look to update the shortage response actions in place to achieve the desired results

8.5 Communication Protocols

In the event of an emergency water shortage or any City, State, or Federal water conservation mandates, the City will inform customers, the public, and the necessary local, regional, and state government entities in regard to these current or predicted events.

8.6 Compliance and Enforcement

The Water Shortage Contingency Plan (and corresponding ordinances) provide a mechanism to penalize consumers for violation of the water use restrictions. These penalties range from a written warning to the interruption of water service. The WSCP also includes provisions to write citations and charge fees for violation of water use restrictions.

An individual failing to comply with the mandatory water use restrictions can be issued a citation for improper water use. The penalties gradually increase with subsequent violations. The 2009 amendment to the WSCP increased the fine for violations to the ordinance.



While the mechanism to penalize consumers for improper water use does exist within the City's WSCP, the City prefers to educate consumers on the need for water conservation rather than penalize them with fines. This method of conservation has served useful in the past and only potentially drastic water shortages would change the current method employed.

Table 8-4: Water Waste Penalties & Charges

Penalty or Charges	Stage When Penalty Takes Effect
Penalty for Excess Use	Voluntary
Charge for Excess Use	Voluntary
First Violation: Written Warning Notice	Normal Water Supply
Second & Third Violation: Written Notice of Violation \$ 100.00 fine (payable in no more than 15 days)	Normal Water Supply
Fourth Violation: Written Notice of Violation, \$200.00 fine & Installation of Flow Restrictor (Restrictor shall be in place for no less than 24 hours and customer must pay fees prior to removal)	Normal Water Supply
Fifth & Subsequent Violations: Written Notice of Violation, \$500.00 fine & Installation of Flow Restrictor (Restrictor shall be in place for no less than 48 hours and customer must pay fees prior to removal)	Normal Water Supply

8.7 Legal Authorities

The City of Lakewood is governed by the City Council. The Council is made up of five (5) elected members, serving four (4) year terms. Lakewood's City Council has enacted previous water conservation ordinances and resolutions to prepare the City for any water shortages.

Per California Water Code Division 1, Section 350, "The governing body of a distributor of a public water supply, whether publicly or privately owned and including a mutual water company, shall declare a water shortage emergency condition to prevail within the area served by such distributor whenever it finds and determines that the ordinary demands and requirements of water consumers cannot be satisfied without depleting the water supply of the distributor to the extent that there would be insufficient water for human consumption, sanitation, and fire protection", the City's Council will declare a water shortage.

8.8 Financial Consequences of WSCP Activation

As water consumption decreases, there is a proportional decrease in the revenue generated though water sales. Based on the direct relationship between water consumption and water revenue, it is possible that unanticipated water shortages or mandated water conservation restrictions could result in an annual revenue shortfall.

As the City progresses from Phase I to Phase V of the WSCP, a proportional decrease in water revenue will be realized and City Council could be forced to enact emergency water conservation rates in order to stabilize revenue. Steps can, however, be taken that would aid in alleviating some of the strain on water revenues caused by voluntary or mandatory water conservation.

Some of these steps include:

- The City can analyze and consider reducing current operation and maintenance expenses
- The City can analyze and consider reducing future projected operation and maintenance expenses
- The City can analyze and consider prioritizing and deferring specific capital improvement projects
- The City can analyze and consider enacting an emergency water conservation rate structure
- The City can implement the use of the Water Rate Stabilization Fund to help offset the decrease in revenue



8.9 Monitoring and Reporting

In accordance with CWC 10632(a)(9), the City will monitor, analyze, and report on water production and consumption levels. Lakewood utilizes a full-AMI meter system for all customers across all account types, and uses the hourly data transmitted from these AMI meters to determine the consumption of water throughout the City's service area.

In the event of a water shortage or the implementation of City, State, or Federal water conservation mandates, the City will analyze daily, weekly, and rolling four-week average consumption totals to measure the effectiveness of water conservation efforts in all phases of the WSCP.

A more detailed summary of these monitoring mechanisms is described in Table 8-5.

Table 8-5: Water Use Monitoring Mechanisms

Mechanisms for Determining Actual Reductions	Type and Quality of Data Expected
Analysis of Daily Consumption	
Analysis of Weekly Consumption	Data for all production analysis is numerical data from water production meters at each
Analysis of Rolling 4 Week Average	well, which are tested annually to fall within a +/-3%. Data is collected daily.
Analysis of Water User(s)	Extrapolate users exceeding the typical water use to target additional water conservation
Exceeding Average Tier	message. This information is collected bi-monthly. In extreme water supply shortages, the water meters could be read on a monthly basis.

8.10 WSCP Refinement Procedures

The intent of the WSCP is to provide shortage mitigation strategies that can be employed should the need arise. The water shortage response actions that are listed in Table 8-2 will be routinely monitored in the event they are implemented. If these water shortage response actions are ineffective in meeting the required reduction, the Lakewood City Council will have the authority to amend the Water Shortage Contingency Plan as it is deemed necessary.

8.11 Special Water Feature Distinction

In order to promote water conservation and to comply with any city, state, or federal water conservation mandates, the City categorizes the use of potable water in a fountain or decorative water feature, except where the water is part of a recirculating system, as prohibited. This prohibited category is separate and distinct from all other water features in the WSCP.

8.12 Plan Adoption, Submittal, and Availability

As of October 13, 2009, the City adopted Ordinance 2009-5 to amend Section 7500-7514.2015 of the Lakewood Municipal Code. This ordinance serves to expand upon the City's water conservation regulations and Water Shortage Contingency Plan (WSCP) already in place, including the ability to impose up to 50% mandatory reduction in water use (Phase 5 of the Lakewood WSCP). A copy of the WSCP and Ordinance 2009-5 are included as Attachment 5 and 15 respectively.

At of the completion of this Urban Water Management Plan, the City will submit an electronic copy of the City's Water Shortage Contingency Plan to the DWR for review and will coordinate with DWR reviewers as necessary.



The City will also submit a CD of the adopted WSCP to the California State Library at the following address:

California State Library
Government Publications Section
PO Box 942867
Sacramento, CA 94237-001
Attention: Coordinator, Urban Water Management Plans

Commencing no later than August 15, 2021, the City will have a copy of the adopted WSCP available for public review at the Department of Water Resources office (see address below) during normal business hours.

City of Lakewood Department of Water Resources 5812 Arbor Road Lakewood, CA 90713



Chapter 9: Demand Management Measures

9.1 Implemented Demand Management Measures

The UWMP Act requires a discussion of the Demand Management Measures (DMMs) that have been implemented or are scheduled for implementation, the implementation schedule of any new DMMs, and the methods, if any, that the City will use to evaluate their effectiveness.

9.1.1 Water Survey Programs for Single- and Multi-family Residential Customers

The department offers water audit services to all water customers. Staff members work with the water customers to check for leaks, check water using fixtures, irrigation and landscape. The customer is also given instruction on how to read the water meter and water utility bill. Staff makes written recommendations based on the customer's water use practices. Attachment 6 is the City of Lakewood Residential Water Audit Checklist. Requests for this type of service occurred frequently during the current drought. During this period of time the City promoted the service to meet conservation needs. Since 1990 the Department of Water Resources has conducted numerous water audits, but has not calculated the water savings associated with the surveys. The Department of Water Resources advertises this service on the City website and when customers call in to complain about a high water bill.

9.1.2 Water Conservation Rebate Program

Since Lakewood is primarily a residential community and most water use is outside the home for landscape irrigation, the Lakewood City Council recently implemented a program to target outdoor water use. In fall 2010 the City Council approved the implementation of two programs aimed to increase the effectiveness of water use for landscape irrigation. The program provides residential customers with rebates for the installation of water conserving irrigation devices and the removal of high water use turf areas. The rebate program was launched in February 2011, and applications for the rebates began in May 1, 2011. The City Council has allocated \$25,000 annually for the program.

2016/17 2017/18 2018/19 2019/20 2020/21 Number of Turf 28 7 4 7 11 **Removal Projects** Number of Water 2 17 9 5 3 **Conservation Devices** N/A N/A N/A N/A N/A Sub-surface **Program Cost** \$20,584 \$5,628 \$7,167 \$3,282 \$4,356

Table 9-1: Water Conservation Rebates

Single-family residential customers in Lakewood's service area can purchase and install a variety of water conserving devices including:

- Retrofit or installation of rotor nozzle/sprinkler heads
- Installation of weather based irrigation controllers
- Installation of irrigation controllers equipped with rain sensors or moisture sensors
- Installation of rain sensors or moisture sensors on existing irrigation controllers
- Installation or retrofit of irrigation system with drip irrigation kits
- Installation of hose end timers

The City of Lakewood's turf removal rebate program paid \$1.00 per square foot of turf removed and replaced with drought tolerant plants, water conserving irrigation and a water permeable ground cover such as rock, bark or pavers. The project must be a minimum of 40 square feet and up to 800 square feet is eligible for the rebate. Unlike the device rebates, the turf removal program requires the submittal of a pre-



application and a landscape plan for the proposed project. Once approval is received the resident has six months to complete the project. The water customer must commit to keeping the area turf free for five years to receive the rebate. Residents can combine this rebate program with the device rebate offerings. For customers who wish to maintain their lawn but significantly decrease water runoff, overspray, and overwatering, the Department of Water Resources offers a subsurface irrigation rebate program. The rebate amount is \$0.50 per square foot with a minimum of 40 and maximum of 800 square feet. Since the turf removal rebate program began in 2011, over \$106,000 in rebates have been made to Lakewood water customers. All rebates are awarded as a credit on the water bill.

Though Central Basin Municipal Water District and Metropolitan Water District of Southern California both provide similar programs for the weather-based irrigation controllers and rotor nozzles, Lakewood expanded the conservation program to include devices that a homeowner can afford and a do-it-yourselfer can install, i.e. drip irrigation kits. The last several phases of the mandatory conservation program limit watering with a bucket or drip irrigation system. The installation of drip irrigation will place the water in the desired location and limit the flow to the plant material.

Data in Table 9-1 shows that the amount of approved/completed Turf and Device Rebates are declining. City Staff is looking into making changes to this program to provide residents with more incentive to use this program, which will aid in meeting the City's future state-mandated conservation goal.

See Attachment 1 for the details in the water conservation device and turf removal rebate programs.

9.1.3 Public Information Programs

The Public Information Program demand management measure requires water purveyors to educate the public about water conservation through speaking to community groups and the media, advertising, billing inserts, consumer's water use comparison to previous year(s) on a local and regional level.

The City of Lakewood continues to spread the word about water conservation through periodic articles in various publications, marketing tools and speaking engagements. The table that follows indicates the budget and the type of public awareness programs used in Lakewood's service area.

9.1.4 Public Information Events

Staff participates in large community events to promote water conservation. The City of Lakewood hosts an annual event called the Pan Am Fiesta. The utility staffs a booth to distribute water conservation and water quality information to customers. The same booth hosts other departments with information on emergency preparedness and recycling. Approximately 500 individuals receive conservation information through the fiesta each year.

In July 2010 the City updated the water conservation street banners along major boulevards containing the conservation message. Approximately 287 banners are installed at various times during the year to reinforce the conservation message.

In 2003 the City dedicated a 17 acre nature trail called the West San Gabriel River Open Space. This trail contains California native plantings. The Phase 2 project, which expanded the West San Gabriel River Open Space area an additional 2.5 acres, was completed in 2007. The final phase, Phase 3 was completed in 2014 and the entire project now encompasses 25 acres.

Every spring the utility participates in two events: City of Lakewood's Earth Walk and the Water Replenishment District of Southern California's Groundwater Festival. The Earth Walk encourages children and their parents to learn about the environment through interactive displays. The Lakewood Department of Water Resources puts the participants through their paces by testing their knowledge about water conservation. The department's display also provides information to parents regarding the earth friendly



advances implemented by the City, including the use of recycled water and solar energy to operate production facilities. Approximately 200 children and parents received water conservation, waste recycling and gardening information from local and regional agencies. The WRD Groundwater Festival, held in Lakewood, focuses on water conservation and protection of the groundwater table. The Lakewood Department of Resources staff provides water conservation materials specific to Lakewood at this event. Unfortunately, due to COVID-19 restrictions, these community events were cancelled in 2020, with the scheduled 2021 events in potential jeopardy of cancellation as well.

9.1.5 Publications

The City uses numerous printed materials to send information to the community. *Lakewood Living*, the community newsletter, incorporates water quality, conservation and infrastructure improvement information in its Annual Water Quality Report each spring (Attachment 10). Location of the publication on the City website is advertised to all residential and business water customers via an insert in their utility bill (Attachment 9). *Lakewood Connect*, the City's e-magazine, is also a tool used by the City to highlight water conservation. See Attachment 11.

The City developed a water waste door hanger (Attachment 12) as a means to educate customers and to respond to neighbors witnessing water waste. Water customer service staff and Lakewood code enforcement officers use these tags as a first contact for water wasting customers. See Attachment 12. The City has also developed a water conservation brochure specific to Lakewood water customers, which is distributed to the community at various events. See Attachment 13.

9.1.6 School Education Programs

The City works with the four school districts and one private school to deliver information on water conservation to school children. Staff provides tours of water facilities, all-school assemblies, a poster contest and classroom presentations. The table indicates the number of children reached during school education programs by the Lakewood Department of Water Resources, and the City of Lakewood expenses associated with the program. The department has developed several water conservation worksheets for school children.

Table 9-2: School Education Programs

Grades	2016	2017	2018	2019	2020
1 st -6 th	900	1,000	1,000	1,100	0
Expenditures	\$1,200	\$1,200	\$1,200	\$800	\$0

Since 1990 over 26,850 children have participated in the annual water conservation poster contest sponsored by the City. This is the only water-related program that the City offers to the entire community. The program coordinates with Earth Day activities and ends during Water Awareness Month in May. Historically, the City provides each class with poster paper and a water conservation related giveaway. The 12 winning posters in three age categories are displayed at the annual Pan Am Fiesta (see above). The utility staff urges teachers to use the water department as a resource.

In conjunction with the implementation of a full-AMI utility billing system, and the online billing portal being available to all registered residents, City staff has developed a new program to engage and educate students in water conservation. This program is designed to promote the use of the water conservation tools available on the online billing portal through problem-solving, water-use tracking and calculations based on actual residential consumption. The purpose of this program is two-fold. Primarily, engaging students in a "real-world" scenario which would utilize their problem-solving skills, mathematical skills, and imaginations is the goal. Secondarily, because most of the students involved in this program would be residents of Lakewood, they would be using their own personal water-use data, which would spur their parents to sign up to the online portal and could have lasting water conservation effects on the City as a whole.



9.1.7 Commercial and Industrial Water Conservation Plans

During periods of declared drought, the City water conservation ordinance requires all commercial and industrial water customers to submit a water conservation plan. The plan requires a thorough examination of water use. Approximately 91 plans have been submitted and approved by the Department of Water Resources since 1991. Attachment 7 is the Business Water Conservation Plan.

Department of Water Resources staff provides technical assistance for the completion of the plan. The construction of new development is limited in Lakewood, due to the availability of vacant or underutilized land in the service area, but the department staff review and approve all plans that require new plumbing installation or retrofit of existing plumbing fixtures. The City also requires developments over 10,000 square feet to install a separate meter for irrigation for possible future connection to the recycle water distribution system. The City maintains only one financial incentive program to encourage water conservation, that is the lower quantitative rate charged to customers purchasing recycled water. The recycled water customer saves \$1.08 per unit consumed and is exempt from the water conservation rate structure.

9.1.8 Commercial Water Conservation Rebate Programs

Commercial accounts that are within the City of Lakewood service area are eligible for water conservation rebates through the regional MWD/CBMWD conservation programs. The SoCal Water\$mart program offers cash rebates on a wide variety of water-saving technologies. Some examples of water—saving devices and equipment that are eligible for commercial rebates are connectionless food steamers and air-cooled ice machines, high-efficiency toilets and urinals, large high-efficiency rotary sprinkler nozzles, weather-based irrigation controllers and soil moisture sensor systems.

9.1.9 Water Conservation Coordinator

The Water Administration Manager is the member of the Department of Water Resources staff that fills the function of the water conservation coordinator. The Water Administration Manager spends approximately five percent of the time managing the provisions in the water conservation program, and implementing the public relations and school education programs. With the help of key department staff, the Water Administration Manager helps coordinate the development of the water conservation rebate program.

During periods of declared drought, the time allocated to conservation duties increases to approximately 50 percent. The duties related to conservation coordination were developed in 1991.

9.2 Reporting Implementation over the past five years

The City of Lakewood is committed to the water conservation effort and looks to improve on already existing conservation efforts as well as implement new methods to help reach our water conservation goal. Some of the DMMs implemented over the last five years are described below.

9.2.1 AMI Metering Data Monitoring

In 2018, the City implemented a full-AMI smart metering system encompassing the entire water system. Along with a full-AMI smart meter system came an online portal, where residents could pay their utility bills, access their daily water usage data, set leak parameters, and many other amenities includes in this software suite. Recently, the City reached a significant milestone when Lakewood Online-Payment Portal registrations surpassed 50% registration of eligible water accounts. Current registration rate is now above 53% with over 10,850 accounts registered. The actual benefits of this system to residents are quantifiable, aiding them in conserving water by tracking their daily usage to stay within a specific parameter and alerting City staff if they feel their usage is abnormal, or their bill is too high.



9.2.2 Leak Alerts

City staff utilizes the full-AMI metering system to send out pro-active leak alerts to those residents whose accounts show possible leaks, allowing homeowners to fix leaks before large amounts of needless water usage is realized on their accounts and is wasted. With the City's previous system, proactive leak alerts were impossible as meters were read on a bi-monthly basis and any leaks were found after the fact. City Staff also uses this system to track water usage of the over 200 City water accounts, allowing staff to tweak irrigation schedules, and more adequately manage their water usage on an account by account basis.

9.3 Planned Implementation to Achieve Water Use Targets

The Department of Water Resources does implement procedures to minimize water loss caused by consumer leaks. See Section on Water Survey Programs for Single-Family and Multifamily Residential Customers for additional information. Furthermore, through the increased use of data from the City's full-AMI metering system, water conservation reporting and monitoring is more efficient and information more readily available to help City staff implement any water shortage contingency requirements in the future.

In addition to providing assistance with consumer leak detection, the City has chosen to focus funds for the improvement of water mains. The location of water main breaks and water quality complaints are maintained and located on a GIS based map to determine which areas of the water system are most vulnerable to breaks. These areas are targeted for replacement. In 1990 the City maintained almost 80 miles of 4-inch undersized cast iron and steel water mains. In the last 35 years over 45 miles of mains have been replaced.



Chapter 10: Plan Adoption, Submittal, and Implementation

10.1 Inclusion of all 2020 Data

This 2020 UWMP updates includes water use and planning data for the entire 2020 calendar year.

10.2 Notice of Public Hearing

10.2.1 Notice to Cities and Counties

As discussed in Section 2.1, The City of Lakewood coordinated the preparation the 2020 Urban Water Management Plan with Metropolitan Water District of Southern California (MWD), Central Basin Municipal Water District (CBMWD), City of Cerritos, City of Long Beach, Los Angeles County Sanitation District, Golden State Water Company (GSWC), and the Water Replenishment District of Southern California (WRD). The City notified these agencies at least sixty (60) says prior to the public hearing of the preparation of the 2020 Plan and invited them to participate in the development of the Plan. A copy of the notification letters sent to these agencies is provided in Attachment 14.

Notice of **60 Day Notice Public Hearing City Name** City of Cerritos ◩ $oldsymbol{
olimits}$ $\overline{\mathbf{v}}$ ◪ City of Long Beach **Notice of** 60 Day Notice **County Name Public Hearing** $\overline{\mathbf{v}}$ Los Angeles County ◩

Table 10-1: Notification to Cities and Counties

10.2.2 Notice to the Public

The City notified the public of the UMWP and WSCP adoption hearing in the City's utility bill insert, *Lakewood Briefs* in May and June, 2021 (Attachment 9). This insert is sent to all residents receiving a utility bill. The City also utilized the Lakewood Connect E-Magazine to inform the public of the UMWP and WSCP adoption hearing. Copies of the City's newsletter and E-Magazine are proceed in Attachments 12 and 13.

10.3 Public Hearing and Adoption

Prior to adopting the 2020 UWMP and WSCP, the City held a public hearing on June 22, 2021 which included input from the community regarding the City's draft 2020 UWMP and WSCP. As part of the public hearing, the City provided information on the determination of its water use targets and action plan in case of severe water shortage conditions.

10.4 Plan Submittal

10.4.1 Submitting a UWMP and Water Shortage Contingency Plan to DWR

Within 30 days of adoption of the 2020 UWMP by the City Council and by July 1, 2021, the City will submit the adopted 2020 UWMP to DWR. The 2020 UWMP will be submitted through DWR's "Water Use Efficiency (WUE) Data Online Submittal Tool" website.



10.4.2 Electronic Data Submittal

Within 30 days of adoption of the 2020 plan, the City will also submit all data tables associated with the 2020 Plan through DWR's "Water Use Efficiency (WUE) Data Online Submittal Tool" website.

10.4.3 Submitting a UWMP, including WSCP, to the California State Library

Within 30 days of adoption of the 2020 plan, a copy (CD or hardcopy) of the 2020 plan will be submitted to the California State Library. A copy of the letter to the State Library will be maintained in the City's file. The 2020 Plan will be mailed to the following address if sent by regular mail:

California State Library
Government Publications Section
PO Box 942837
Sacramento, CA 94237-0001
Attention: Coordinator, Urban Water Management Plans

The 2020 Plan will be mailed to the following address id sent by courier or overnight carrier:

California State Library Government Publications Section 914 Capitol Mall Sacramento, CA 95814

10.4.4 Submitting a UWMP to Cities and Counties

Within 30 days of adoption of the 2020 plan by the City Council, a copy of the 2020 UWMP will be submitted to the County of Los Angeles Registrar/Recorders office and City Hall. A copy of the letter to the County of Los Angeles will be maintained in the City's file.

10.5 Public Availability

A copy of the adopted 2020 UWMP is available on the City's website at www.lakewoodcity.org and at City Hall at 5050 Clark Ave, Lakewood between the hours of 7 AM and 5 PM Monday through Thursday.

10.6 Notification to Public Utilities Commission

This section is not applicable to the City

10.7 Amending an Adopted UWMP or Water Shortage Contingency Plan

10.7.1 Amending a UWMP

If the City amends the adopted 2020 UWMP, the amended UWMP will undergo adoption by the City's governing board. Within 30 days of adoption, the amended UWMP will then be submitted to DWR, the State of California Library, the County of Los Angeles Registrar/Recorders office, and the City Hall.

10.7.2 Amending a WSCP

If the City amends the adopted 2020 WSCP, the amended WSCP will undergo adoption by the City's governing board. Within 30 days of adoption, the amended UWMP will then be submitted to DWR, the State of California Library, the County of Los Angeles Registrar/Recorders office, and the City Hall.



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RESOLUTION NO. 2021-34

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD ADOPTING THE CITY OF LAKEWOOD 2020 URBAN WATER MANAGEMENT PLAN UPDATE

WHEREAS, the Urban Water Management Planning Act requires all water purveyors serving more than 3,000 customers or supplying more that 3,000 acre-feet of water annually to prepare an Urban Water Management Plan every five years; and

WHEREAS, the primary purpose of the Urban Water Management Plan is to plan for the conservation and efficient use of water supplies; and

WHEREAS, the City is an urban water purveyor serving over 59,000 customers; and

WHEREAS, the 2020 Urban Water Management Plan Update must be adopted before July 1, 2021 after public review and public hearing, and filed with the State of California Department of Water Resources within thirty days of adoption; and

WHEREAS, the 2020 Urban Water Management Plan Update, was reviewed by the Water Resources Committee on April 22, 2021 and June 15, 2021 Meetings; and

WHEREAS, said Water Resources Committee recommends that said Plan be submitted to public review and approved by the City Council following a public hearing; and

WHEREAS, said Plan has been available for public review beginning April 27, 2021;

NOW, THEREFORE, the City Council of the City of Lakewood does hereby resolve as follows:

SECTION 1. The Urban Water Management Plan is hereby adopted and filed with the City Clerk. The City Council finds that said 2020 Urban Water Management Plan Update, has been submitted to a public review and a public hearing before the City Council.

SECTION 2. The 2020 Urban Water Management Plan Update is hereby approved, and the Mayor is authorized and directed to file the same with the California Department of Water Resources within thirty (30) days.

ADOPTED AND APPROVED THIS 22ND DAY OF JUNE, 2021.

ATTEST:	Mayor
City Clerk	

City of Lakewood Water Shortage Contingency Plan



DRAFT June 2021





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Section 1 Introduction and Overview

1.1 Introduction

The City's water supply sources include local groundwater and recycled water supplies. The City maintains ten water wells, a 2,500 gallons-per-minute water treatment facility, three water storage facilities, two connections to Metropolitan Water District of Southern California import supplies through Central Basin Municipal Water District, and four emergency interconnections with Golden State Water Company (GSWC), the City of Cerritos, the City of Long Beach, and the City of Signal Hill. Based on updated information, it is assumed that the City's water supply is reliable and 100% available during normal, single, and multiple drought conditions.

The 2019 Annual Progress Report by the Metropolitan Water District (Appendix C) assessed the conditions for both the Central and West Coast Basins of Los Angeles County. Their comprehensive analysis included analyzing groundwater levels, water quality, and future plans for preserving groundwater resources. This comprehensive analysis indicates that the groundwater supply will continue to be a reliable source for the foreseeable future due to artificial replenishment, natural replenishment, and controlled pumping.

The City of Lakewood expects the availability of groundwater supplies to remain constant over the next 20 years in this managed basin. The supply estimates are based on the annual allowable pumping rights and carryover from the previous year. A severe single dry year or several consecutive dry years would not impact the City's ability to meet water demand.

Prolonged drought, more than multiple dry years, could result in a water supply shortfall. The City's ability to maintain reliable water supplies hinges on the maintenance of the groundwater basin. The Los Angeles County Department of Public Works operates two recharge spreading grounds in the Central Basin: Rio Hondo and San Gabriel River. The ability to "stockpile" water during wet years increases the reliability in dry years.

A prolonged drought without recharge of the groundwater table could eventually lower the groundwater table and impact the ability to pump water from the basin. A significant drop in the groundwater table could mean the loss in groundwater production wells. The City estimates that a 50 percent loss in the groundwater supply would have to occur to affect the City's water production. If the drought lasted more than several years and no groundwater recharge occurred for at least two years, the City could lose two or three production facilities; that is the groundwater table would drop to a level that the water bearing strata would lay below the well perforations. In such situations the Watermaster could reduce the amount of allowed pumping allocation for local groundwater producers.

A change in the Central Groundwater Basin Judgment also allows greater flexibility for the groundwater producer. The City is now able to carryover up to 60 percent in excess of our annual water allowance beginning in 2016. This allows us to bank water during wet years and

for extractions during periods of drought without harming the overall operation of the basin.

The long-term solution to water supply reliability lies in the ability to develop methods to reduce the amount of import water used for groundwater recharge. The Water Replenishment District of Southern California (WRD) has finished their Groundwater Reliability Improvement Program (GRIP) and Water Independence Now (WIN) program that develop local, sustainable sources of water including recycled and storm water for use in groundwater replenishment.

The GRIP Recycled Water Project includes the development of a new water supply for groundwater replenishment. This program is a major component of WRD's Water Independence Now (WIN) strategy to become completely independent from imported water supplies and establish local sustainability for the groundwater basins. For GRIP, WRD is to use an additional 21,000 acre-foot per year (AFY) of recycled water for groundwater recharge via surface spreading in the Montebello Forebay Spreading Grounds (MFSG). The 21,000 AFY of new replenishment supply has been online since 2019.

1.2 Water Shortage Contingency Plan

The Water Shortage Contingency Plan (WSCP) outlines the City's planned response to water supply shortages. The water conservation measures and progressive restrictions on water use outlined in this WSCP are designed to provide a measure of certainty to water users and enable the City to control water use, provide a consistent water supply, and accurately plan and implement water management measures that will benefit the public.

This WSCP describes the measures to be implemented during declared water shortages, or declared water emergencies by either City, State, or Federal government. The WSCP outlines six stages of drought response actions to be implemented in times of shortage, with water use restrictions that increase in direct response to decreasing water supply.

1.3 Current Water Supply Reliability

As a groundwater producer, Lakewood benefits from the security associated with an adjudicated groundwater basin. The three-year minimum water supply would be based on the adjudicated groundwater extraction rights held by the utility. Lakewood currently owns 9,432 acre-feet of extraction rights and 1,500 acre-feet in drought carryover. The Watermaster, which oversees the execution of the judgment, controls the extraction of water from the Central Groundwater Basin, and could call for a reduction in groundwater extraction during prolonged drought. Though this type of restriction has not occurred since the adjudication of the basin, a long-term cessation of recharge could trigger such action. The purchase of recycled water is based on customer demand, which varies based on local rainfall.

This scenario is not likely unless the number of dry years continues past three years, and the Water Replenishment District is unable to provide sufficient replenishment to sustain an adequate water supply of the basin at levels currently approved by the Court.

1.4 Six Standard Water Shortage Phases

The City's Water Shortage Contingency Plan outlines six specific phases of water conservation that closely resemble the new requirements of this Urban Water Management Plan. These phases are designed to be implemented during times of water supply shortage to ensure that the demand for water by consumers is met while maintaining control over water use and water supply. The City's WSCP includes both voluntary and mandatory water shortage contingencies which vary according to the severity of the water shortage. These phases may be implemented by Council action in the event of a City, State or Federal water conservation mandate, as well as any unforeseen water emergency.

The six phases in the City's WSCP are summarized in Table 1-1 below.

Phases in City of Lakewood Crosswalk 2020 WSCP Mandated Shortage Levels **Water Shortage Contingency Plan** Compliance Percent Percent Water with water **Phase** Supply **Water Supply Condition** Stage Supply Supply savings Reduction Reduction Condition measures Declaration of Drought by State or Voluntary Up to 10% 1 Up to 10% Normal Voluntary Regional Agency calling for 10% reduction Declaration of Drought by State or Slightly 2 ı Up to 10% Up to 20% Mandatory Regional Agency calling for 10% reduction Restricted Declaration of Drought by State or Moderately П Up to 20% 3 Up to 30% Mandatory Regional Agency calling for 20% reduction Restricted Declaration of Drought by State or Mandatory ш Up to 30% 4 Up to 40% Restricted Regional Agency calling for 30% reduction Halt of artificial recharge of groundwater Severely IV Up to 40% Up to 50% Mandatory basin over 3 year period Restricted Halt of artificial recharge of groundwater Extremely ٧ Up to 50% 6 >50% Mandatory basin over 5 year period Restricted

Table 1-1: Water Shortage Contingency Plan Levels

Section 2 2020 UWMP Water Supply Reliability Assessment

In accordance with CWC Section 10632(a), the water supply reliability analysis from the 2020 UWMP is provided herein.

2.1 Service Area Reliability Assessment

In order to determine the Average Year, Single-Dry Year, and Five-consecutive dry years, the City reviewed the historical rainfall data from Los Angeles County Department of Public Works Climatological Record Montana Station 225. These defined conditions are used to forecast the corresponding level of water supply availability.

Table 2-1 identifies each Year Type and the corresponding supply available to serve the demands during historical average, single, and multiple dry year conditions. The Volume Available combines both potable and recycled water and is presented as 100% reliable for all year types.

Table 2-1: Basis of Water Year Data (Reliability Assessment)

		Available Supplies if Year Type Repeats			
Year Type	Base Year		Quantification of available supplies is not compatible with this table and is provided elsewhere in the UWMP. Location		
real type	buse real	Quantification of available supp provided in this table as either only, percent only, or both.		nis table as either volume	
		Volume Available		% of Average Supply	
Average Year	2020	9,882		100%	
Single-Dry Year	2018	9,882		100%	
Consecutive Dry Years 1st Year	2012	9,8	382	100%	
Consecutive Dry Years 2nd Year	2013	9,8	382	100%	
Consecutive Dry Years 3rd Year	2014	9,882		100%	
Consecutive Dry Years 4th Year	2015	9,8	382	100%	
Consecutive Dry Years 5th Year	2016	9,8	882	100%	

2.2 Normal Year

A normal water-year can be described as a year that most closely represents median local runoff levels and patterns. The City selected the year 2020 to represent the normal year or average year. The average rainfall level in the City of Lakewood for 2020 was 14.22 inches.

These future demand projections are based on the estimated population levels in Lakewood over the next twenty years and the projected per capita water demands described for the same twenty years. Future supply projections are based on the reasonably available groundwater volumes for this same period. Based on the City's current/projected water supply, the City has

more than sufficient available resources to serve future water demands.

Table 2-2 summarizes the City's projected supply and water demands through 2040.

Table 2-2: Normal Year Supply and Demand Comparison

	2025	2030	2035	2040
Supply totals (from Table 6-9 of 2020 UWMP Update)	9,882	9,882	9,882	9,882
Demand totals (from Table 4-3 of 2020 UWMP Update)	7,138	7,071	7,005	6,939
Difference	2,744	2,811	2,877	2,943

2.3 Single Dry Year

A single-dry year can be described as a year that shows below average rainfall for one year. The City chose the year 2018 to represent the single dry year. The average rainfall level in the City of Lakewood for 2018 was 3.65 inches.

Table 2-3 summarizes the City's projected supply and demand through 2040 for a single dry year.

Table 2-3: Single Dry Year Supply and Demand Comparison

	2025	2030	2035	2040
Supply totals	9,882	9,882	9,882	9,882
Demand totals	7,071	7,005	6,939	6,874
Difference	2,811	2,877	2,943	3,008

2.4 Five-Consecutive-Year Drought Water Supply Years

Five consecutive dry years can be described as a five-year period that shows below average rainfall. The City chose the year 2012 to 2016 to represent five consecutive dry years. The average rainfall levels in the City of Lakewood for calendar years 2012 to 2016 were 8.31 inches, 7.55 inches, 5.04 inches, 10.12 inches, and 6.48 inches respectively.

Table 2-4 summarizes the City's projected supply and demand through 2040 for multiple dry years.

Table 2-4: Multiple Dry Years Supply and Demand Comparison

able 2-4. Multiple Dry Years Supply and Demand Comparison					
		2025	2030	2035	2040
	Supply totals	9,882	9,882	9,882	9,882
First year	Demand totals	7,071	7,005	6,939	6,874
	Difference	2,811	2,877	2,943	3,008
	Supply totals	9,882	9,882	9,882	9,882
Second year	Demand totals	7,005	6,939	6,874	6,810
	Difference	2,877	2,943	3,008	3,072
	Supply totals	9,882	9,882	9,882	9,882
Third year	Demand totals	6,939	6,874	6,810	6,746
	Difference	2,943	3,008	3,072	3,136
	Supply Totals	9,882	9,882	9,882	9,882
Fourth Year	Demand Totals	6,874	6,810	6,746	6,683
	Difference	3,008	3,072	3,136	3,199
	Supply Totals	9,882	9,882	9,882	9,882
Fifth Year	Demand Totals	6,810	6,746	6,683	6,621
	Difference	3,072	3,136	3,199	3,261

2.5 Five-Year Drought Risk Assessment

Historically, water demands have increased in dry years due to climate conditions, but recently dry years have shown a decrease in water demands due to both voluntary and mandatory conservation efforts. This Drought Risk Assessment takes both of these assumptions into account and the City will make the conservative assumption that water demand will not increase dramatically during the five-year drought period but will see a slight decrease as we experienced in the 5-year drought during 2012-2016.

For this Drought Risk Assessment (as well as the 2020 UWMP as a whole), the supply of water to the City will remain the same for the five-year period as the 2019 Regional Groundwater Monitoring Report by the Metropolitan Water District indicates that the groundwater supply will continue to be a reliable source for the foreseeable future due to artificial replenishment, natural replenishment, and controlled pumping.

Using the assumptions and methodology discussed above, the Drought Risk Assessment shows no anticipated shortages over a five-year drought period beginning in 2021 (summarized in Table 2-5).

Table 2-5: Five-Year Drought Risk Assessment Tables to address Water Code Section 10635(b)

2021	Total	
Total Water Use	7,190	
Total Supplies	9,882	
Surplus/Shortfall w/o WSCP Action	2,692	
Planned WSCP Actions (Use reduction and supply a	nugmentation)	
WSCP – supply augmentation benefit	0	
WSCP – use reduction savings benefit	0	
Revised Surplus/Shortfall	2,692	
Resulting % Use Reduction from WSCP action	0%	
2022	Total	
Total Water Use	7,177	
Total Supplies	9,882	
Surplus/Shortfall w/o WSCP Action	2,705	
Planned WSCP Actions (Use reduction and supply augment		
WSCP – supply augmentation benefit	0	
WSCP – use reduction savings benefit	0	
Revised Surplus/Shortfall	2,705	
Resulting % Use Reduction from WSCP action	0%	

2023	Total	
Total Water Use	7,164	
Total Supplies	9,882	
Surplus/Shortfall w/o WSCP Action	2,718	
Planned WSCP Actions (Use reduction and supply a	ugmentation)	
WSCP – supply augmentation benefit	0	
WSCP – use reduction savings benefit	0	
Revised Surplus/Shortfall	2,718	
Resulting % Use Reduction from WSCP action	0%	
2024	Total	
Total Water Use	7,151	
Total Supplies	9,882	
Surplus/Shortfall w/o WSCP Action	2,731	
Planned WSCP Actions (Use reduction and supply a	ugmentation)	
WSCP – supply augmentation benefit	0	
WSCP – use reduction savings benefit	0	
Revised Surplus/Shortfall	2,731	
Resulting % Use Reduction from WSCP action	0%	
2025	Total	
Total Water Use	7,138	
Total Supplies	9,882	
Surplus/Shortfall w/o WSCP Action	2,744	
Planned WSCP Actions (Use reduction and supply augmentation		
WSCP – supply augmentation benefit	0	
WSCP – use reduction savings benefit	0	
Revised Surplus/Shortfall	2,744	
Resulting % Use Reduction from WSCP action	0%	

Section 3 Annual Water Demand and Supply Assessment

CWC Section 10632(a)(2) requires that urban water suppliers conduct an annual water supply and demand assessment. This section describes the procedures in place to (1) conduct the Annual Assessment, and (2) prepare and submit an Annual Assessment Report to the State. In addition to these procedures, this section outlines the key inputs and methodology needed to evaluate the City of Lakewood's annual assessment of water demand and supplies to help determine water shortage levels.

3.1 Data and Methodologies

The key data inputs and methodologies that the City will use to determine the reliability of its water supply for the current year and one dry year include:

- Current year unconstrained demand, considering weather patterns, population growth/decline, or other factors that would influence consumer demand
- Current year available supply, taking into consideration hydrological and regulatory conditions that would affect the City's available water supply
- Existing infrastructure needs and capabilities, including a project list and/or schedule to determine which projects could increase or reduce the City's water supply
- A finite set of evaluation criteria that can be relied on for consistency for each annual water supply and demand assessment
- A detailed description of each of the City's water supply sources

3.2 Decision Making Process

In accordance with CWC 10632, the City will conduct an annual water supply and demand assessment, or annual assessment, by July 1st of each year, beginning in the year following the adoption of the current UWMP (July 1, 2022). The result from this assessment will determine how the City declares water shortage levels and corresponding phases of response actions.

The City will compile and prepare a written report that addresses the results of this annual assessment. The annual report will be presented to the City Council for review. The City Council can vote to approve and implement the recommendations during their regularly scheduled meetings.

City staff will be responsible for working with other departments, as well as working closely with state and regional agencies to draft and prepare the annual water supply and demand assessment, recommending possible actions, presenting the assessment to City Council, and submitting the assessment to State DWR on an annual basis.

Section 4 Penalties, Charges, and Other Enforcement of Prohibitions

4.1 Failure to Comply With Mandatory Water Conservation Measures

Pursuant to the provisions set forth in the City of Lakewood Municipal Code Section 7511.1.L, "any person who fails to comply with any of the mandatory water conservation measures imposed by the implementation of this section shall be subject to an improper water users fee or charge as hereinafter set forth."

Table 4.1 delineates the City imposed penalties for failing to comply with mandatory water conservation measures

Table 4-1: Water Waste Penalties & Charges

Violation	Penalty or Charges	Stage When Penalty Is In Effect
First Violation	Written Warning Notice	Phase I-V
Second Violation	Written Notice of Violation and \$100.00 fine	Phase I-V
Third Violation	Written Notice of Violation and\$100.00 fine	Phase I-V
Fourth Violation	Written Notice of Violation, \$200.00 fine & Installation of Flow Restrictor (Restrictor shall be in place for no less than 24 hours and customer must pay fees prior to removal)	Phase I-V
Fifth and Subsequent Violations	Written Notice of Violation, \$500.00 fine & Installation of Flow Restrictor (Restrictor shall be in place for no less than 48 hours and customer must pay fees prior to removal)	Phase I-V

4.2 Violation Misdemeanor

Pursuant to the provisions set forth in the City of Lakewood Municipal Code Section 7511.2, "Any person violating any of the provisions of Section 7511.1 or any Resolution adopted pursuant thereto or failing to comply with any of the mandatory requirements of Section 7511.1 or any of the Resolutions adopted pursuant thereof shall be guilty of a misdemeanor. Upon conviction thereof, such person shall be punished by imprisonment in the County Jail for not more than thirty (30) days or by a fine not exceeding \$1,000.00, or both."

4.3 Hearing for Violations

Pursuant to the provisions set forth in the City of Lakewood Municipal Code Section 7511.1.M "Any customer receiving a fourth (4) or subsequent violation notice shall be entitles to a hearing with the City Manager or his designee within fifteen (15) days of delivery of the violation notice. The following steps shall be taken to process a request for hearing:

- 1 The customer shall provide a written request for hearing. A prompt request for hearing shall automatically stay installation of a flow restricting device or shut off on the customers water service until the decision is rendered by the City Manager or his designee.
- 2 The customer's request for a hearing shall not stay the imposition of a fee. If it is determined that a fee is wrongly assessed, the City will refund any fee paid by the customer.
- 3 The decision of the City Manager or his designee shall be final except for judicial review. Any and all measures of the provisions stated herein shall be implemented throughout the judicial appeal process."

Section 5 Shortage Response Actions

Per CWC Section 10632 (a)(4), the City of Lakewood has developed a list of supply shortage mitigation tools that can be utilized in the event of a possible water supply shortage. The four major shortage response actions defined by this statute are:

- 1 Supply augmentation: Any action designed to increase the existing supply availability.
- 2 Consumption reduction actions: Any action designed to decrease the consumption of water by consumer/agency.
- 3 Operational changes: Any actions taken to alter the method in which existing water supply is used within a service area.
- 4 Mandatory water use prohibitions: Any action taken to implement mandatory water use prohibitions in addition to State-mandated prohibitions.

5.1 General Water Conservation Practices

General Water Conservation practices are in effect at all times in the City of Lakewood's service area. Lakewood City Council has found that using water wisely should become a way of life for the Lakewood resident and that water is a precious resource that should not be wasted even in the times when water supply meets normal demand. Section 7511.1.C.1.a-g and Section 7511.1.c.2.a-e delineate the following conservation practices:

7511.1.C.1.a-g:

- Decorative fountains or other structures using water for aesthetic purposes shall be shut off unless such fixture operates on a recirculating system.
- No person shall permit leaks or waste of water. A leak shall be defined as any water not used for beneficial use that wastes more than 0.5 gallons of water per minute. All known leaks from indoor and outdoor plumbing fixtures shall be repaired within seven (7) days upon receipt of written notice of observed water leak.
- Drinking water shall not be served at any restaurant, motel, café, or other drinking or eating establishment unless expressly requested.
- Installation of single pass cooling systems shall be prohibited in buildings requesting new water service.
- Hotels, motels, and other commercial lodging establishments must provide customers the option to refuse daily towel and linen service. Commercial lodging establishments shall prominently display notice of this option in each guest room.
- Installation of non-re-circulating commercial car washes and laundry systems shall be prohibited.
- New eating and drinking establishments and existing eating and drinking establishments

that remodel more than 50 percent of the kitchen area shall install water conserving dish wash spray valves.

7511.1.C.2.a-e:

- The use of water to wash walkways, driveways, parking areas and other hard surfaces should occur only as necessary to alleviate safety or sanitary hazards, and then only with a hose equipped with a positive shut off nozzle, a handheld bucket or similar container, or a low volume/high pressure water broom. Excessive water runoff into gutters is discouraged.
- Washing of vehicles and any other mobile equipment should be done only with a bucket or a hose equipped with a positive shut off nozzle for quick rinses. Commercial car washes are exempt from this provision.
- Voluntary water conservation field examination, herein referred to as water audits, are encouraged for all Lakewood water customers.
- The retrofit of water conserving devices, including but not limited to ultra flow toilets and low flow showerheads, is encouraged.
- The installation of water efficient landscapes and irrigation devices, such as drip irrigation and moisture sensors, is encouraged. A drip irrigation system shall be defined as an irrigation system consisting of individual emitters installed at permanent plantings with a capacity to emit no more than two (2) gallons of water per hour of operation.

5.2 Shortage Response Actions

In addition to the general water conservation practices which are always in effect, the City can implement various types of response actions based on the level of water supply shortage and in compliance with any State-mandated conservation prohibitions. These actions are detailed in the City's Municipal Code, Sections 7511.1.D-I (Appendix A).

The shortage response actions that must be taken include actions related to the reduction of demand for water as well as the suggested actions that would help augment the supply of water to consumers in the event of a water shortage.

The combination of shortage response actions that are associated with each phase of the Water Shortage Contingency Plan are considered the proposed actions that can be taken in order to reduce the supply gap during each phase of the Plan. The first two phases focus on actions that would have the least amount of impact on consumer's quality of life but while helping reduce the supply gap. Shortage response actions from previous phases are assumed to remain in effect as the water shortage increases.

The following subsections summarize each phase of the Lakewood Water Shortage Contingency Plan and the shortage response actions that correspond with each phase. The categories of "high", "medium", or "low" are assigned to each shortage response action based on the estimated extent each action can aid in reducing the water supply gap.

5.2.1 Voluntary Phase Water Conservation Plan: No Shortage

The Voluntary Phase of the Water Conservation Plan constitutes the general water conservation practices that are always in effect in the City. This phase may be declared by Resolution of the City Council finding it necessary to conserve up to ten percent (10%) of the City's water supply.

Table 5-1 summarizes the response actions in place during this voluntary phase.

Table 5-1: Voluntary Phase Response Actions

Shortage Response Actions	Estimate of Extent to Which Supply Gap Reduced	Response Action Type
Voluntary Conservation Phase (see Appendix A for more detail)		
 Leaks from indoor and outdoor plumbing fixtures shall be repaired within six (6) days upon receipt of written notice of observed water leak Water used to wash sidewalks, driveways, parking lots, building exteriors, streets and gutters should be minimized and should be limited to no more than two (2) times during a calendar month to alleviate safety or sanitary hazards, and then only with a hose equipped with a positive shut off nozzle, a handheld bucket or similar container, or a low volume/high pressure water broom Watering lawns and landscaped areas should be limited to between the hours of 5:00 p.m. and 9:00 a.m. 	High	Voluntary

5.2.2 Phase I Mandatory Water Conservation Plan: Moderate Shortage

Measures instituted during a Phase I water supply shortage may be declared by Resolution of the City Council finding it necessary to conserve ten percent (10%) or greater of the City's water supply.

Table 5-2 summarizes the response actions in place during this mandatory phase.

Table 5-2: Phase I Mandatory Response Actions

Shortage Response Actions	Estimate of Extent to Which Supply Gap Reduced	Response Action Type
 Mandatory Conservation Phase I (see Appendix A for more detail) Leaks from indoor and outdoor plumbing fixtures shall be repaired within five(5) days upon receipt of written notice of observed water leak Water used to wash sidewalks, driveways, parking lots, building exteriors, streets and gutters shall be limited to no more than two (2) times during a calendar month to alleviate safety or sanitary hazards, and then only with a hose equipped with a positive shut off nozzle, a handheld bucket or similar container, or a low volume/high pressure water broom Washing of vehicles and any other mobile equipment shall be done with a bucket or a hose equipped with a positive shut off nozzle for quick rinses Sprinklers shall be adjusted to minimize water runoff from landscape on to hardscape areas. No person shall allow excess water runoff after notice from the City to desist therefrom Landscape irrigation is recommended during the early morning hours for no more than 10 minutes at a time. Irrigation should be avoided between the hours of 9:00 a.m. and 5:00 p.m. 	High	Mandatory Restriction
Increase public education efforts to promote water conservation	Medium	Demand Reduction
Increase outreach efforts for high-volume customers and provide one on one assessments	Low	Demand Reduction
Increase water rebates and incentives	Low	Demand Reduction

5.2.3 Phase II Mandatory Water Conservation Plan: Significant Shortage

Measures instituted during a Phase II water supply shortage may be declared by Resolution of the City Council finding it necessary to conserve up to twenty percent (20%) of the City's water supply.

Table 5-3 summarizes the response actions in place during this mandatory phase.

Table 5-3: Phase II Mandatory Response Actions

Shortage Response Actions	Estimate of Extent to Which Supply Gap Reduced	Response Action Type
 Leaks from indoor and outdoor plumbing fixtures shall be repaired within four (4) days upon receipt of written notice of observed water leak Residential and commercial landscape areas shall be watered no more than three (3) times during a seven (7) day period for no more than ten (10) minutes at a time during the months of June through September, and prohibited during the hours of 9:00 a.m. and 5:00 p.m. Landscape irrigation shall be restricted to two (2) times during a seven (7) day period for no more than ten (10) minutes at a time during the months of October through May, and prohibited during the hours of 9:00 a.m. and 5:00 p.m. Non-residential water customers with a consumption in excess of 25,000 cubic feet in any billing period during the prior year, shall prepare a written water conservation plan within sixty (60) days of the effective date of a declared water shortage 	High	Mandatory Restriction
Increase public education efforts to promote water conservation	Medium	Demand Reduction
ncrease outreach efforts for high-volume customers and provide one on one assessments	Low	Demand Reduction
ncrease water rebates and incentives	Low	Demand Reduction

5.2.4 Phase III Mandatory Water Conservation Plan: Severe Shortage

Measures instituted during a Phase III water supply shortage may be declared by Resolution of the City Council finding it necessary to conserve up to thirty percent (30%) of the City's water supply.

Table 5-4 summarizes the response actions in place during this mandatory phase.

Table 5-4: Phase III Mandatory Response Actions

Shortage Response Actions	Estimate of Extent to Which Supply Gap Reduced	Response Action Type
 Mandatory Conservation Phase III (see Appendix A for more detail) Leaks from indoor and outdoor plumbing fixtures shall be repaired within three (3) days upon receipt of written notice of observed water leak Residential and commercial landscape areas shall be watered no more than two (2) times during a seven (7) day period for no more than ten (10) minutes at a time during the months of June through September, and prohibited during the hours of 8:00 a.m. and 8:00 p.m. Landscape irrigation shall be restricted to one (1) time during a seven (7) day period for no more than ten (10) minutes at a time during the months of October through May, and prohibited during the hours of 9:00 a.m. and 5:00 p.m. Irrigation of commercial nurseries and growers, active parks and playing fields, school grounds, golf course greens, landscaping for fire and erosion protection, protecting endangered species, environmental mitigation projects, shall be restricted to no more than three (3) times during a seven (7) day period for no more than ten (10) minutes at a time. Irrigation shall be prohibited during the hours of 9:00 a.m. and 4:00 p.m. 	Medium	Mandatory Restriction
Increase conservation messaging (print, social media, education events)	Medium	Demand Reduction
Increase outreach efforts for high-volume customers and provide one on one assessments	Low	Demand Reduction

5.2.5 Phase IV Mandatory Water Conservation Plan: Critical Shortage

Measures instituted during a Phase IV water supply shortage may be declared by Resolution of the City Council finding it necessary to conserve up to forty percent (40%) of the City's water supply.

Table 5-5 summarizes the response actions in place during this mandatory phase.

Table 5-5: Phase IV Mandatory Response Actions

Shortage Response Actions	Estimated of Extent to Which Supply Gap Reduced	Response Action Type
 Mandatory Conservation Phase IV (see Appendix A for more detail) Leaks from indoor and outdoor plumbing fixtures shall be repaired within two (2) days upon receipt of written notice of observed water leak Residential and commercial landscape areas shall be watered no more than one (1) time during a seven (7) day period for no more than ten (10) minutes at a time during the months of June through September, and prohibited during the hours of 8:00 a.m. and 8:00 p.m. Landscape irrigation shall be restricted to one (1) time during a fourteen (14) day period for no more than ten (10) minutes at a time during the months of October through May, and prohibited during the hours of 9:00 a.m. and 5:00 p.m. Irrigation of commercial nurseries and growers, active parks and playing fields, school grounds, golf course greens, landscaping for fire and erosion protection, protecting endangered species, environmental mitigation projects, shall be restricted to no more than two (2) times during a seven (7) day period for no more than ten (10) minutes at a time. Irrigation shall be prohibited during the hours of 9:00 a.m. and 4:00 p.m. 	Medium	Mandatory Restriction
Increase conservation messaging (print, social media, education events)	Medium	Demand Reduction
Reduce water pressure in water lines	Medium	Supply Augmentation

5.2.6 Phase V Mandatory Water Conservation Plan: Supercritical Shortage

Measures instituted during a Phase V water supply shortage may be declared by Resolution of the City Council finding it necessary to conserve up to fifty percent (50%) of the City's water supply.

Table 5-6 summarizes the response actions in place during this mandatory phase.

Table 5-6: Phase V Mandatory Response Actions

Shortage Response Actions	Estimated of Extent to Which Supply Gap Reduced	Response Action Type
 Leaks from indoor and outdoor plumbing fixtures shall be repaired within 24 hours upon receipt of written notice of observed water leak Residential and commercial landscape areas shall be restricted to watering only permanent trees and shrubs with a handheld bucket or similar container, or a drip irrigation system with emitters producing no more than two (2) gallons per hour one (1) time during a seven (7) day period during the months of June through September, and prohibited during the hours of 8:00 a.m. and 8:00 p.m. Landscape irrigation shall be restricted to watering only permanent trees and shrubs with a handheld bucket or similar container, or a drip irrigation system with emitters producing no more than two (2) gallons per hour one (1) time during a fourteen (14) day period during the months of October through May, and prohibited during the hours of 9:00 a.m. and 5:00 p.m. Irrigation of commercial nurseries and growers shall be restricted to one (1) time during a seven (7) day period for no more than ten (10) minutes at a time and prohibited during the hours of 9:00 a.m. and 6:00 p.m. Irrigation of active parks and playing fields, school grounds, golf course greens, landscape for fire protection, and the support of protected species, and environmental mitigation projects shall be restricted to no more than two (2) times during a seven (7) day period for no more than ten (10) minutes at a time. Irrigation shall be prohibited during the hours of 9:00 a.m. and 4:00 p.m. 	Medium	Mandatory Restriction
Reduce water pressure in water lines	Medium	Supply Augmentation
Reduce groundwater well production	High	Supply Augmentation

5.3 Emergency Rate Surcharge to Obtain Water Conservation

At such time that the City Council determines that a specific conservation effort is required, the City Council can adopt a resolution that would declare the specific phase water conservation. City Council by Resolution can also adopt an emergency water conservation rate structure with the revenue generated from these emergency water conservation rates to be used to offset revenue loss due to reduced water consumption.

5.4 Additional Water Conservation Measures

The City Council may order implementation of further water conservation measures in addition to those that are described in this Water Shortage Contingency Plan and set forth in the Lakewood Municipal Code. Such water conservation measures shall be instituted by the City Council with the adoption of a resolution.

Section 6 Determining Water Shortage Reductions

6.1 Monitoring and Reporting

In accordance with CWC 10632(a)(9), the City will monitor, analyze, and report on water production and consumption levels. Lakewood utilizes a full-AMI smart meter system for all customers across all account types, and uses the hourly data transmitted from these AMI meters to determine the consumption of water, possible internal leaks, and abnormal water uses throughout the City's service area.

In the event of a water shortage or the implementation of City, State, or Federal water conservation mandates, the City will analyze daily, weekly, and rolling four-week average consumption totals to measure the effectiveness of water conservation efforts in all phases of the WSCP.

6.2 Reevaluation and Improvement Procedures

The intent of the WSCP is to provide shortage mitigation strategies that can be employed should the need arise. The water shortage response actions that are listed in Section 5 will be routinely monitored in the event they are implemented.

The WSCP will be re-evaluated at least every five years in coordination with the Urban Water Management Plan update or when the need arises. An evaluation on the effectiveness of the water shortage response actions delineated in this plan will be conducted periodically to ensure that the plan and its contents are up to date and relevant.

All of the shortage response actions in the City's WSCP have the intended goal of reducing water demand to below the available supply of water at any given water shortage phase. In order to ensure that the shortage actions in place are effective in reaching the goal of reducing water demand, the City will closely analyze consumption trends on a daily, weekly, and monthly basis by utilizing the consumption data gleaned from their full-AMI metering system as described in Section 6.1.

After careful analysis by City staff, if it is found that the shortage response actions in place are ineffective in reaching the reduced water demand, the City will look to update the shortage response actions in place to achieve the desired results. The Lakewood City Council will have the authority to amend the Water Shortage Contingency Plan as is deemed necessary.

Section 7 Revenue and Expenditure Impacts

7.1 Financial Consequences of WSCP Activation

As water consumption decreases, there is a proportional decrease in the revenue generated though water sales. Based on the direct relationship between water consumption and water revenue, it is possible that unanticipated water shortages or mandated water conservation restrictions could result in a revenue shortfall.

As the City progresses from Phase I to Phase V of the WSCP, a proportional decrease in water revenue will be realized and City Council could be forced to enact emergency water conservation rates in order to stabilize revenue. Steps can, however, be taken that would aid in alleviating some of the strain on water revenues caused by voluntary or mandatory water conservation.

Some of these steps include:

- The City can analyze and consider reducing current operation and maintenance expenses
- The City can analyze and consider reducing future projected operation and maintenance expenses
- The City can analyze and consider prioritizing and deferring specific capital improvement projects
- The City can analyze and consider enacting an emergency water conservation rate structure
- The City can implement the use of the Water Rate Stabilization Fund to help offset the decrease in revenue

Section 8 Catastrophic Supply Interruption Planning

8.1 Catastrophic Supply Interruption

A catastrophic supply interruption occurs when a disaster suddenly disrupts all or a large portion of the water supply that is available to meet the City's needs. As a requirement of the UWMP Act, the City of Lakewood must identify actions to take in the event of a catastrophic supply interruption, specifically including an interruption from a power outage, earthquake, or any other non-dry period related emergency.

The City has developed a plan for such emergencies and has also developed a Local Hazard Mitigation Plan in 2018, which addresses catastrophic events to the City. A copy of this plan is provided in Appendix B in compliance with CWC Section 10632.5

8.2 Seismic Risk Assessment and Mitigation

The City of Lakewood's 2018 Hazard Mitigation Plan (Appendix B) has identified key areas within the City that would be most susceptible to damage during extraordinary emergencies including earthquakes, floods, windstorms, drought, and other hazards such as extreme temperatures, landslides, wildfires, subsidence, and volcanic events.

The Plan identified the high risk of earthquakes and seismic activity to all City facilities, with specific risk to Water infrastructure in the form of potential pipeline breaks, damage to City wells and treatment plants, and identified a high risk of City-wide water service interruption.

In the event of major seismic activity, if the City's water systems are damaged or disrupted and the City were unable to meet the demand placed upon it by customers due to such ban unforeseen emergency, the City could declare a water emergency and the City will follow protocols in place detailed in their Disaster Response Plan. Lakewood has identified, and will continue to identify, vulnerabilities to the water system to help mitigate any potential impacts to the ability to serve its customers.

8.3 Power Outages

Most of the City's pump stations are equipped with diesel-powered backup generators in the event a major power outage disrupts the primary energy system. These diesel-powered generators can keep the water system running for an extended period of time with reliable fueling from City of Lakewood Fleet Services.

In the event of a major power outage that affects the Lakewood service area, backup generators can be automatically switched on or activated manually. In addition, the City maintains an adequate storage supply that can maintain the water distribution system until power is restored.

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Section 9 Legal Authorities

9.1 Legal Authorities

The City of Lakewood is governed by the City Council. The Council is made up of five (5) elected members, serving four (4) year terms. Lakewood's City Council has enacted previous water conservation ordinances and resolutions to prepare the City for any water shortages.

Per California Water Code Division 1, Section 350, "The governing body of a distributor of a public water supply, whether publicly or privately owned and including a mutual water company, shall declare a water shortage emergency condition to prevail within the area served by such distributor whenever it finds and determines that the ordinary demands and requirements of water consumers cannot be satisfied without depleting the water supply of the distributor to the extent that there would be insufficient water for human consumption, sanitation, and fire protection", the City's Council will declare a water shortage.

In all water shortage cases, the shortage response actions to be implemented will be at the discretion of the City Council and will be based on the assessment of supply shortage, customer response, and the need for demand reductions.

Section 10 Communication Protocol

10.1 Communication Protocols

In the event of an emergency water shortage or any City, State, or Federal water conservation mandates, the City will inform customers, the public, and the necessary local, regional, and state government entities regarding these current or predicted events.

The City of Lakewood's communication protocol consists of the different channels of communication the City will use to convey important messages regarding water shortage allocations and/or regulations and any voluntary or mandatory actions that go along with any potential water shortages.

City public outreach programs can aid in increasing awareness of such shortages, while customer services and workshops can help encourage customers to actively participate in demand reduction strategies.

10.2 Coordination

In order to effectively communicate, avoid any confusion, and maintain credibility, City staff will work in coordination with the Mayor and City Council. During periods of drought or any other periods of limited supply, the frequency and extent of coordination and communication will increase to ensure that all outreach methods are consistent with the needs of the City and its customers.

10.3 Communication Objectives

Communication objectives during the various phases of water conservation include the following:

- Motivate water users to quickly increase conservation in ways that are consistent with any voluntary or mandatory shortage response actions
- Raise awareness and understanding of the dry period, regulatory, or other conditions that may be affecting water supplies and the need for water conservation
- Make water users feel appreciated for existing accomplishments in improving their wateruse efficiency, and for helping support regional and local water conservation efforts
- Prepare City of Lakewood for any potential escalation (or de-escalation) of the WSCP based on trending supply conditions.

10.4 Current or Predicted Shortage

A current or predicted shortage, as determined by the City's Annual Assessment, will be communicated to the City Council prior to submittal of the Annual Assessment in June of any given year. City staff will monitor and evaluate the projected supply and demand for water by its customers on a regular basis and annually present their findings to the Council. The Council may order the appropriate phase of water conservation to be implemented.



Final Draft June 2021

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RESOLUTION NO. 2021-35

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD ADOPTING THE CITY OF LAKEWOOD WATER SHORTAGE CONTINGENCY PLAN

WHEREAS, the Urban Water Management Planning Act requires all water purveyors serving more than 3,000 customers or supplying more that 3,000 acre-feet of water annually to prepare a stand-alone Water Shortage Contingency Plan; and

WHEREAS, the primary purpose of the Water Shortage Contingency Plan is to plan for the conservation and efficient use of water supplies in the event of a water shortage; and

WHEREAS, the City is an urban water purveyor serving over 59,000 customers; and

WHEREAS, the Water Shortage Contingency Plan must be adopted before July 1, 2021 after public review and public hearing, and filed with the State of California Department of Water Resources within thirty days of adoption; and

WHEREAS, the Water Shortage Contingency Plan, was reviewed by the Water Resources Committee on April 22, 2021 and June 15, 2021 meetings as part of the 2020 Urban Water Management Plan Update; and

WHEREAS, said Water Resources Committee recommends that said Plan be submitted to public review and approved by the City Council following a public hearing; and

WHEREAS, said Plan has been available for public review beginning April 27, 2021;

NOW, THEREFORE, the City Council of the City of Lakewood does hereby resolve as follows:

SECTION 1. The Water Shortage Contingency Plan is hereby adopted and filed with the City Clerk. The City Council finds that said Water Shortage Contingency Plan, has been submitted to a public review and a public hearing before the City Council.

SECTION 2. The Water Shortage Contingency Plan is hereby approved, and the Mayor is authorized and directed to file the same with the California Department of Water Resources within thirty (30) days.

ADOPTED AND APPROVED THIS 22ND DAY OF JUNE, 2021.

	Mayor	
ATTEST:		

COUNCIL AGENDA

June 22, 2021

TO:

The Honorable Mayor and City Council

SUBJECT: Residential Refuse Rate Adjustments

It is recommended that the City Council continue this item to the meeting on Tuesday, July 27, 2021, and hold a public hearing regarding adjustments to residential refuse rates.

Jose Gomez

Director of Finance & Administrative Services

Thaddeus McCormack

City Manager

RESOLUTION NO. 2021-36

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD TO ESTABLISH RESIDENTIAL REFUSE RATES FOR FISCAL YEAR 2021-22

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

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

- 1. The City contracts with EDCO Disposal for residential refuse removal; each year their contract is adjusted based on a blended rate using the Consumer Price Index for the Los Angeles area for the month of January and the average tipping rates in the area.
- 2. In order to maintain the current residential services, the current rate must be adjusted in accordance with the increase in contractor and city operational costs.
- 3. The rate will be adjusted August 1, 2021, which will be for services starting on or after August 1, 2021, through December 31, 2021. The monthly rate will be adjusted to \$23.19 from \$22.70. Subsequently, the rate will be adjusted January 1, 2022, which will be for services starting on or after January 1, 2022. The monthly rate will be adjusted to \$24.27 from \$23.19.

ADOPTED AND APPROVED THIS 22ND DAY OF JUNE, 2021.

ATTEST:	Mayor
City Clerk	

COUNCIL AGENDA

June 22, 2021

TO: The Honorable Mayor and City Council

SUBJECT: Water Rate Adjustments

It is recommended that the City Council continue this item to the meeting on Tuesday, July 27, 2021, and hold a public hearing regarding adjustments to water rates.

Jose Gomez

Director of Finance & Administrative Services

Γhaddeus McCormack

City Manager

RESOLUTION NO. 2021-37

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD AMENDING THE NORMAL QUANTITATIVE RATE CONTAINED IN SECTION 10 OF THE CITY'S "WATER SERVICE PROCEDURE MANUAL," AND AMENDING THE RECYCLED WATER RATE

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

SECTION 1. The City Council of the City of Lakewood does hereby find and determine that it is necessary to amend its Water Service Procedure Manual pertaining to water rates and charges in order to maintain and operate its water system as a service to the community and for the general public health, safety and welfare, based upon the following facts:

- 1. The water system owned and operated by the City of Lakewood was first installed in the mid-1930's and has, since that date and since its acquisition by the City of Lakewood, been improved from time to time in order to supply the needs of its consumers within the City of Lakewood.
- 2. The purpose of the system is to provide a service to its consumers for which fees or charges are imposed as an incident of requesting or using the service.
- 3. These fees or charges include not only the cost of the water service but the repairs and maintenance of the system, as well as replacement of old and deteriorated facilities.
- 4. Due to its age and use, parts of the Lakewood Water System are in need of capital improvements in order to maintain a service meeting the needs of its consumers.
- 5. Over \$7.1 million in capital improvements are required over the next three years, including \$1.7 million to replace aged water pipelines, \$1 million to repair the 2.5 million gallons concrete reservoir and replace its booster pumps in Plant 22, \$1.6 million to rehabilitate storage tanks and the pumps in the Plant 4 and Plant 13, and various projects for interconnections expansion and maintenance of pumping facilities. All capital improvement projects are included in the water system master plan.
- 6. The revenue derived from current rates and charges is insufficient to fund said projects.

Resolution No. 2021-37 Page 2

7. The funds derived by the necessary increase in the water rates and fees to provide the necessary improvements and maintenance from July 2021 through June 2024, shall not be used for general City purposes.

SECTION 2. Changes to the City's water rate structure for the next three fiscal years, with an initial effective date of August 1, 2021, followed by effective dates of July 1, 2022, and July 1, 2023, respectively, have been included in Appendix A to this resolution and enumerate the changes to the water rate structure as they pertain to the quantitative rate of both potable and recycled water, meter rates for all types and uses, and the number of units provided to residents at the discount rate.

SECTION 3. The new water rates and charges will be effective August 1, 2021 and will be reflected on billings for water usage and services on and after August 1, 2021.

ADOPTED AND APPROVED THIS 22ND DAY OF JUNE, 2021.

ATTEST:	Mayor	
ATTEST:		
City Clerk		

Appendix A

Typical bill for single	-family residence with ave	erage water use of 19 un	nits every two month	s
	Current Rate Bi-Monthly	8/1/2021 Bi-Monthly	7/1/2022 Bi-Monthly	7/1/2023 Bi-Monthly
	\$77.66	\$77.74	\$78.03	\$78.69
Change in cost		\$0.08	\$0.29	\$0.66

Minimum Charge for basic service		OTE: 5/8" or 3/4" meter	r is standard size for a	residential service)
Size of Meter	Current Rate	8/1/2021	7/1/2022	7/1/2023
	Bi-Monthly	Bi-Monthly	Bi-Monthly	Bi-Monthly
5/8" or 3/4"	\$19.14	\$20.11	\$20.41	\$20.62
1"	\$29.61	\$31.43	\$31.91	\$32.23
1 1/2"	\$55.80	\$59.74	\$60.64	\$61.25
2"	\$87.23	\$93.72	\$95.13	\$96.09
3"	\$186.74	\$201.30	\$204.33	\$206.38
4"	\$333.39	\$359.85	\$365.25	\$368.91
6"	\$684.30	\$739.23	\$750.32	\$757.83
8"	\$1,260.43	\$1,362.10	\$1,382.53	\$1,396.36

Fire Service connection charge for commercial properties						
Size of Meter	Current Rate	8/1/2021	7/1/2022	7/1/2023		
	Bi-Monthly	Bi-Monthly	Bi-Monthly	Bi-Monthly		
2"	\$9.65	\$9.62	\$9.77	\$9.87		
3"	\$28.00	\$27.96	\$28.38	\$28.67		
4"	\$59.66	\$59.58	\$60.47	\$61.08		
6"	\$173.28	\$173.06	\$175.66	\$177.42		
8"	\$369.25	\$368.78	\$374.32	\$378.07		
10"	\$664.03	\$663.20	\$673.16	\$679.90		

Residenti	Residential rate per unit of water used (1 unit = 100 cubic feet or 748 gallons)						
Units of Water	Current Rate	Units of Water	8/1/2021	Units of Water	7/1/2022	7/1/2023	
1 - 2	\$0.00	1	\$0.00	1 - 13	\$2.84	\$2.87	
3 - 4	\$3.01	2 - 4	\$2.79	14 - 25	\$3.45	\$3.46	
5 - 25	\$3.50	5 - 13	\$3.14	26+	\$3.96	\$4.09	
26+	\$3.63	14 - 25	\$3.50				
		26+	\$3.92				

Multi-Family, Commercial, Institutional rate per unit of water used						
Units of Water	Current Rate	8/1/2021	7/1/2022	7/1/2023		
omis of water	Bi-Monthly	Bi-Monthly	Bi-Monthly	Bi-Monthly		
Each Unit	\$3.50	\$3.50	\$3.50	\$3.50		

Commerical/Institution Irrigation (Potable) rate per unit of water used						
Their of Works	Current Rate	8/1/2021	7/1/2022	7/1/2023		
Units of Water	Bi-Monthly	Bi-Monthly	Bi-Monthly	Bi-Monthly		
Each Unit	\$3.50	\$3.50	\$3.56	\$3.60		

Recycled Water - N	Minimum Charge for basic ser	vice		
Size of Meter	Current Rate Monthly	8/1/2021 Mont hly	7/1/2022 Monthly	7/1/2023 Monthly
2"	\$43.62	\$47.34	\$47.82	\$48.15
3"	\$93.37	\$101.68	\$102.70	\$103.42
4"	\$166.70	\$181.76	\$183.58	\$184.87
6"	\$341.15	\$373.38	\$377.11	\$379.75
8"	\$630.22	\$687.97	\$694.85	\$699.72

Recycled water rate per unit of water used					
Units of Water	Current Rate	8/1/2021	7/1/2022	7/1/2023	
Each Unit	\$2.42	\$2.61	\$2.81	\$2.99	

SHEET

Reports

June 22, 2021

TO: The Honorable Mayor and City Council

SUBJECT: Agreement with G2 Construction, Inc. to Provide Purchase and Installation of

Catch Basin Inserts and Authorization for Willdan to Conduct the Project

Management and Inspection

INTRODUCTION

As a part of the city's compliance with the municipal storm water permit, the purchase and installation of full capture devices in 10% of the catch basins located in high priority uses is required every year over a period of 10 years.

STATEMENT OF FACT

On April 7, 2015, the State Water Resources Control Board adopted the Statewide Trash Amendments to the Water Quality Control Plan for Ocean Waters of California to address the significant trash pollution in California's waters. These amendments, collectively called "the Trash Provisions," require cities to install, operate and maintain full capture systems in catch basins located within/on Priority Land Uses to effectively capture 100% of trash generated. Priority Land Uses include high-density residential, industrial, commercial, mixed urban and public transportation centers.

As an owner and operator of a municipal storm drain system, Lakewood is required to comply with the Trash Amendments. Cities have 10 years to demonstrate full compliance with the Trash Amendments by installing, operating and maintaining full capture systems for storm drains that capture runoff from priority land uses in their respective jurisdictions. Full capture systems are defined as treatment controls that trap all particles five millimeters or greater in size and allow water to flow at a certain rate.

BACKGROUND

In 2020, the County of Orange released Request for Proposals for trash and debris capture devices. The County received pre-qualified contractors that submitted bid prices for the various size catch basin trash and debris capture devices. One of the pre-qualified contractors is G2 Construction, Inc. who has entered into a Master Purchase Agreement with the County of Orange for trash and debris capture devices (MA-080-20011478), which includes a clause for cooperative agreements, extending the provisions and pricing to other California local or State government agencies wishing to procure trash and debris capture devices.

As such, the City has chosen G2 Construction, Inc. for this project. G2 Construction, Inc. successfully completed projects for the City during FY 2016-17 and FY 2018-19 installing full capture inserts in catch basins under the 2014 bid for the County of Orange. G2 Construction, Inc. has provided excellent service and assistance during and after the installation.

Agreement with G2 Construction, Inc. June 22, 2021
Page 2

Public agencies will often utilize other agencies' formal bidding results (piggy-backing on the contract) when the agreement between the agency and the vendor meets the needs of the using agency. Lakewood's Purchasing Policy allows the purchase of supplies or equipment from a vendor who has been awarded by another public agency a contract for the purchase of the same supplies or equipment.

DISCUSSION

Public Works was extremely satisfied with G2's prior work performed in the City and recommends that we update our service provider agreement using the June 3, 2020 County of Orange Master Agreement. The proposed scope of work will consist of the purchase and installation of approximately 250 full capture catch basins inserts in both City and County-owned catch basins. G2 will be providing all of the services and materials necessary for the installation of the catch basin inserts in all locations, including traffic control. Installation is anticipated to be completed by the end of this calendar year. Staff is focusing on high priority land use areas with catch basins in both the Lower Gabriel River and Los Cerritos watersheds.

The County Flood Control District requires all cities to obtain a permit and pay a fee to install any devices in County-owned catch basins. Retrofitting existing LACFCD catch basins with any device requires detailed testing, accurate design and installation, and routine maintenance to prevent flooding. In addition, the City and LACFCD will enter in and execute an MOU agreement that will require the City to maintain all catch basin devices retrofitted on and/or in LACFCD catch basins in the future. Permit costs, which include design review and final inspection on all installations, will range from \$100-\$300 per catch basin.

Willdan's Project Manager/Inspector who has been working on the Mayfair Project, the Lakewood Blvd/Del Amo Intersection Project, and numerous other City of Lakewood projects is available to assist the City in managing and inspecting the catch basin screen installation. Attached is a proposal that would allow this work to be done under Willdan's on-call service provider agreement.

Finally, Caltrans has requested that we amend the Mayfair Water Capture Project Cooperative Implementation Agreement to include the additional scope of work related to the catch basin screens, as well as the term. City staff is working with Caltrans staff to draft the amendment, and it is requested that the Mayor be authorized to sign that amendment in a form approved by the City Attorney when it is ready.

FISCAL IMPACT

The funds utilized for this purchase will be grant monies that was not utilized from the Caltrans Mayfair Park storm water project. Caltrans has approved the reallocation of these funds for this project. No general fund monies will be utilized for the purchase of the catch basin inserts or any associated County Flood Control permits fees. The following is the project estimate provided to Caltrans for the final project billing. These funds have already been received by the City.

			Est. # of Units
Task	Contractor/Vendor	Unit Cost	271
CPS Units – Installed	G2 Construction	\$1,500	\$406,500
Catch Basin Prep	Ron's Maintenance	\$18	\$4,878
Permit & Inspection fees	LA County Public Works	\$200	\$54,200
Construction Management	Willdan Engineering	\$200	\$54,200
City Staff Time	Lakewood		\$12,000
The Effective Control of the Control		\$1,918	\$531,778
\$ Available Under CIA			\$531,285

Staff recommends that the not-to-exceed contract amount for G-2 be set at \$500,000. We have set this amount to allow for the use of additional remaining funds from the Mayfair project, in the event that the change orders for the project are finalized at amounts lower than estimated. We have similarly set the amount authorized for Willdan at \$65,000 to handle any increase in scope.

RECOMMENDATION

Staff recommends that:

- 1. City Council approve the amendment to the agreement with G2 Construction, Inc., in an amount not to exceed \$500,000, utilizing the terms and pricing from the County of Orange Master Agreement for purchase and installation of inserts in Lakewood catch basins;
- 2. Authorize Willdan Engineering to perform Project Management and Inspection under their On-Call Service Provider Agreement on a time and material basis in an amount up to \$65,000.
- 3. Authorize the Mayor to sign an amendment to the Cooperative Implementation Agreement with Caltrans for the Mayfair Water Capture Project in a form approved by the City Attorney.

Lisa Ann Rapp & Laker Director of Public Works

Thaddeus McCormack

City Manager

RENEWAL OF AGREEMENT FOR STORM WATER SERVICES BETWEEN THE CITY OF LAKEWOOD AND G2 CONSTRUCTION, Inc.

Per Section 5 of the Agreement dated May 22, 2018, the undersigned agree to extend the agreement for storm water services dated the 14th day of October 2014 under the same terms and conditions for one year commencing July 1, 2021 and ending June 30, 2020 except as amended as follows:

1. Amend Agreement for one year under the terms and pricing set forth by the County of Orange Master Agreement (MA-080-20011478) dated June 3, 2020 in an amount not to exceed \$500,000 is incorporated herein.

G2 CONSTRUCTION, INC.

CITY OF LAKEWOOD

Mayor

ATTEST

City Clerk

Approved as to form:

Dated the 22nd day of June 2021.

SHEEF

COUNCIL AGENDA

June 22, 2021

TO: The Honorable Mayor and City Council

SUBJECT: Renewal of Agreement for Catering and Concession Services at The Centre with

TGIS Catering Services Inc.

INTRODUCTION:

The City of Lakewood, in July, 2010, entered into an agreement with Thank Goodness It's Sofia (TGIS) Catering Services, Inc. In July, 2016 the agreement was renewed for a second time and for an extended five-year term, scheduled to terminate on June 30, 2021.

STATEMENT OF FACT

Since 2010, TGIS Catering Services, Inc. has provided the catering and concessionaire services at The Centre. The current agreement will expire on June 30, 2021. Staff has been satisfied with the catering and concession services provided by TGIS, and has been negotiating a new agreement with the corporation in recent months. TGIS Catering Services, Inc. has agreed in principle to the agreement as provided to the City Council with this report. The new agreement provides minimal alterations from the prior agreement. Among these changes are inclusion of agreed upon facility maintenance costs, a three percent increase to the service fee and language to maintain the facility as an emergency operations center in case of disaster.

RECOMMENDATION

Staff recommends the City Council authorize the Mayor and the City Clerk to approve the new agreement, subject to the approval as to form by the City Attorney, with TGIS Catering Services, Inc., to provide catering and concession services at The Centre for the period of July 1, 2021, through June 30, 2026.

Valarie Frost, Director

Recreation and Community Services

Thaddeus McCormack

City Manager

AGREEMENT CITY OF LAKEWOOD CATERING AND CONCESSION SERVICES WITH TGIS CATERING SERVICES, INC.

THIS AGREEMENT, made and entered into this 1st day of July, 2021 by and between the CITY OF LAKEWOOD, a municipal corporation, (the "City") and THANK GOODNESS IT'S SOFIA CATERING SERVICES, INC.("Concessionaire").

WITNESSETH:

WHEREAS, City, is in need of a long-term concessionaire to provide food and beverage services at The Centre in the Lakewood Civic Center:

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. Effective Date, **Term** and **Entire Agreement**. This Agreement shall be effective on July 1, 2021, unless City requests a revised start date. The term of this Agreement shall be five (5) years, commencing at 12:01 A.M. on the 1st day of July 2021 and expiring on the 30th day of June 2026.
- 2. **Concession.** Except as otherwise provided herein, 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 The Centre, 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, business meetings, conferences, educational and training uses, trade shows, exhibition of products, lunches, dinners, banquets, parties and such other private uses for profit as approved by 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 City in writing. "Profit" as used herein means those concession services that are booked, provided or serviced by 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 sites other than The Centre of food, beverages, beer, wine and liquor subject to the Alcohol Beverage Control (ABC) Department approval along with furnishings and equipment, owned by Concessionaire, where the foregoing are booked or prepared, and delivered from, or stored, or maintained, or originate from The Centre.

- D. Concessionaire shall have the exclusive use of Rooms 105 and 205, provided the same are used only as an office for the administration of the catering and concession services herein, which rooms shall be the only rooms at the Centre used by Concessionaire for office purposes.
- 3. The Centre. Concessionaire acknowledges that The Centre is a public facility owned, maintained and operated by 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 City, in the design and development of The Centre, 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, including City Council chambers offices and facilities. Notwithstanding any exclusive catering and concession rights and privileges given to Concessionaire in The Centre, pursuant to the terms and provisions of this agreement, said rights and privileges are subordinate to the public use of The Centre including the concession areas designated on Exhibit "A," except as hereinafter provided with this limitation, City agrees that Concessionaire has the exclusive right to the use of the concession area and facilities and that it will not enter into any contract, agreement, engagement, permit, license or authorization with anyone else to use the concession area for catering or concession services as heretofore defined.

4. Scope of Services Provided By Concessionaire.

A. It is City's clear and specific intent that Concessionaire provides the full range of services contemplated in the Agreement. Concentration by Concessionaire in one area of service, to the detriment or exclusion of another, will not be acceptable. In summary, Concessionaire must be prepared to provide excellent products and services in keeping with 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 Concessionaire unless authorized otherwise by 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. City acknowledges and fully understands the business and profit motive which is the basis for Concessionaire's operation. 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. City reserves the general right to reasonably determine the levels of service to be provided.
- D. Concessionaire shall work with City to maintain a strong marketing program to promote and advertise The Centre and the catering services therein, in an effort to increase customers and sales. At least once every six (6) months, City and Concessionaire shall

meet to review the marketing program to discuss changes and improvements to the program, if needed. City shall have the right to approve actual marketing items, costs and content prior to distribution.

- E. Concessionaire shall conduct an Open House event showcasing the concession areas as well as the full range of services provided by Concessionaire within five years of the effective start date of this agreement.
- F. 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.
- G. City shall schedule no less than eight (8) carpet cleanings annually. Carpet cleanings are inclusive of all carpets throughout the facility, excepting offices 103, 105 and food prep office 206, which are to be cleaned once annually. Concessionaire shall remit payment to City upon receipt of invoice in the sum of that portion of the carpet cleaning contract not covered by City's annual budget allocation, or thirty percent (30%) of the carpet cleaning contract, whichever is less.

5. <u>Scope of Services Provided by City.</u>

A. During the term of this Agreement, City shall provide and maintain, for the use of 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, City shall also provide for the following at The Centre: natural gas, water, electricity, refuse removal, custodial and building maintenance and pest control. City also upgrades its computer systems in a timely manner and provides first-rate IT support on-site to Concessionaire for all City owned computer systems as identified in Section 12 H.

B. In addition to the foregoing property and services, City shall have the exclusive right to provide any telecommunications, audio visual, visual display, lighting and P.A. equipment and services. City has available at The Centre certain equipment, both portable and fixed, whereby television communications, audio and visual projections and displays, lighting and sound effects may be provided in connection with catering or concession services. Concessionaire agrees that it will not provide or authorize any person to bring on the premises telecommunication, audio visual equipment, lighting equipment, TV equipment, slides or projectors or P.A. systems without the written consent of City. Concessionaire agrees that if any customer desires to use or have the use of such equipment in connection with any event, the customer shall be referred to City for the exercise by City, at its option, of providing such equipment or service under its direction and with its personnel. Any charge City shall impose for said service, other than the Audiovisual Processing Fee as described in Section 12 (F), shall belong to City and Concessionaire shall not charge or receive any consideration for the same. Nothing herein contained shall be deemed to require City to provide any of the aforementioned services or equipment in connection with any catering or concession services provided by Concessionaire, it being acknowledged that the aforementioned equipment and trained City personnel to operate the same has been acquired and maintained for the general public use and benefit and that this public use and benefit is primary.

City further reserves the right in its sole discretion to elect at any time not to provide any or all of the aforementioned equipment or personnel in connection with any concession or catering agreement. If City should elect not to provide in whole or in part any of the aforementioned equipment or services, Concessionaire may not provide any of the aforementioned equipment or services or authorize anyone else to provide any of the aforementioned equipment or services except upon the written approval of City which will not be unreasonably withheld

- 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 and 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 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 City, and the public and patrons in the Civic Center facilities. 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, color, religion, sex (including pregnancy, sexual orientation, or gender identity) national origin, age, disability or genetic information (including family medical history)...
- 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 tenants and patrons.
- 7. **Pricing of Products and Services**. The Centre 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 Centre users, to its reputation, to the potential for future bookings, and ultimately, to Concessionaire. Therefore, the pricing of the products and services provided by Concessionaire is of considerable importance to 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 City in writing, for City's approval annually, 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 Concessionaire at Concessionaire's own expense and made available to prospective patrons of the Centre facility. City intends that the aforementioned standard menu items be considered as the minimum food and beverage items offered by Concessionaire. It is not intended to be an all-inclusive listing. 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 and food and beverage service.

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

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

A. When not in use for City sponsored events, The Centre facilities, as hereinafter described, are available to Concessionaire for food and beverage bookings. Concessionaire may not book any event more than eighteen (18) months in advance without prior written approval of City.

- B. All scheduled catered uses, of any concession area shall be entered in records maintained by Concessionaire and retained in the possession of Concessionaire during the term of this Agreement. Said records shall be available for City inspection at any time during Concessionaire's regular office hours.
- C. As set forth previously, City has first right and priority to schedule and use any or all of the Concession Area except the concession office, Room 105, Kitchen Room 215, Food Preparation Room 205, and Bar Room 203, for public purposes of City and City-sponsored events
- D. Notwithstanding Section C, the Concession Area shown on Exhibit "A" as Activity Room 107 and commonly known as the Maple Room Dance Studio, shall be governed by the following booking and priority procedures and otherwise subject to all of the terms and provisions of this Section 8.
- (1) Said Maple Room was designed primarily for recreational uses and City shall, without giving any notice thereof as required under this Agreement, have the right to use said studio for recreational purposes Monday through Thursday, except the month of December.
- (2) This arrangement contemplates that Concessionaire may book and schedule use of the Maple Room when not so used by City if approval is given by City.

E. In the case of an emergency event, natural disaster, technological event or other large scale event—regardless of cause, size or complexity—which requires the activation of City's Emergency Operations Center (EOC), City reserves the right to use the entirety of The Centre facility, except as set forth below. Activity Room 107 and commonly known as the Maple Room Dance Studio shall serve as the primary EOC. City will inform Concessionaire with as much advance notice of activation of the EOC as is practicable. Should activation of the EOC cause cancellation of Concessionaire's contractual services with clients, City will act in good faith to postpone, reschedule and/or refund as appropriate as a result of cancelled services. Pending scope of emergency event, City shall use only those Concession Areas needed in response to event. City may use any or all of the Concession Area except the Concession Office Room 105, Food Preparation Room 205, and Bar Room 203.

9. <u>Non-concession Areas</u>. As provided in Section 2A, Concessionaire shall have no right to use those areas in the Centre marked non-concession areas, except Concessionaire may use those non-concession areas designated as Theater Council Chambers Room 145, Lobby and Restrooms, Conference Room 146, Reception Area 152, all or part of that portion of The Centre commonly known as the "Council Wing" provided Concessionaire complies with the terms and provisions of this Agreement and in addition with the following:

A. City reserves the right to use and program these rooms, areas and spaces at any time for any City function, event or program. These rooms and facilities shall be available to Concessionaire only upon prior written approval of City.

B. With City's permission given in advance, Concessionaire may provide concession services in the Council Chamber lobby area, Executive Board Room, and the lobby thereof.

C. Concessionaire shall not use the exterior areas of The Centre without the advance, written consent of City.

10. **Management.**

A. The City Manager or his or her authorized representative shall represent City in the administration of any City functions required hereunder and in the supervision of the performance of this Agreement. The term "City Manager," as used in this Agreement, shall include and mean the City Manager and his or her authorized representative. The City Council hereby authorizes the City Manager, and Concessionaire does hereby acknowledge and agree to comply therewith, the power and authority to prepare in writing and to deliver in writing Concessionaire Rules and Regulations pertaining with the use of The Centre 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 area. 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 Concessionaire at least ten (10) days in advance of the effective date of said rule or regulation. Concessionaire shall be bound by such rule and regulation, unless 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 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. Concessionaire shall provide City with a monthly operation schedule for office staff to help ensure best customer service practices. 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 Centre or on 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 Concessionaire to act on its behalf and to fulfill all contractual and other obligations in the day-by-day operation of the concession.
- 11. <u>Cash Deposit</u>. Concessionaire shall maintain a deposit with City in the sum of Seventy Five Thousand Dollars (\$75,000.00) as security for payments owed to City pursuant to Section 14 of this Agreement and for the refund of any advance payment received by Concessionaire from any customer or person for catering or concession services. Said deposit shall be maintained and subject to the following:

A. 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, City shall advise Concessionaire in writing that it will, within five (5) days of delivery of said written notice to 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, City shall exercise reasonable discretion. City agrees that it does not have the right to act on behalf of Concessionaire to resolve disputes. If Concessionaire has a dispute with a client, the Concessionaire will be allowed to resolve said disputes utilizing proper legal remedies as provided for in its contract with said customers.

B. City agrees to deposit said funds in City's Trust Fund as Concessionaire Customer Deposit Account. City agrees to credit to this account 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.

C. Concessionaire shall provide a monthly report to the Director of Recreation and Community Services all advance deposits and payments received 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. 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 Concessionaire from any person or customer.
- E. Concessionaire agrees to maintain said cash deposit with a balance of not less nor more than Seventy-Five Thousand Dollars (\$75,000.00) and to replenish said fund to so maintain said balance within fifteen (15) days of written notice from City.
- F. Within thirty (30) days after the termination of the Concession Agreement, Concessionaire shall receive from City in a Cashier's Check the balance of said Seventy-Five Thousand Dollars (\$75,000.00) plus interest to the date of termination remaining after deduction therefrom any payment made by 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 Concessionaire Area into the same condition as existed as of the commencement of the term of this Concessionaire's occupancy of Concessionaire Area. On termination, Concessionaire will provide satisfactory evidence to City that all obligations of 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, Concessionaire may authorize 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. <u>Consideration</u>. Concessionaire agrees, in consideration of the exclusive privilege herein granted, to pay to 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 & D below, for the five (5) years of the Agreement.
 - A. Gross sales of alcoholic beverages.
 - B. Gross sales of food and non-alcoholic beverages.
- C. Concessionaire's share of gross sales of any vending machine. No vending machines shall be installed without the written permission of City.
- D. Gross fees for any room use fee, set up fee and all other products or services not covered in Section 12, A, B & C.
- E. Concessionaire agrees to collect the Audiovisual Equipment and Services fees and the Audiovisual Processing Fee.

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

G. Fifteen percent (15 %) of gross sales of any and all off-premises sales of food, non-alcoholic beverages and alcoholic beverages. "Off premises sales" shall include any off-premises service as well as the sales of liquor and food, generated and booked by The Centre Concessionaire's office at The Centre and where said liquor and food is delivered by Concessionaire for consumption off of the premises for any City of Lakewood event.

H. Computer /Information Systems. Concessionaire acknowledges City has purchased and installed computers, printers and software for Concessionaire's use and interconnection with City employees and officers. On the expiration or termination of this Agreement said equipment shall belong to City. Furthermore, Concessionaire shall use this technology to prepare all required and requested reports in a computerized format compatible with City's software. Concessionaire further agrees to pay City a monthly fee of Eighty-five Dollars (\$85.00) per Concessionaire computer connected to City's computer network. The Director of Finance and Administrative Services may adjust this fee annually to be effective on July 1 of each year based on City's actual prorata cost for the computer network. Concessionaire will be notified in writing of the adjusted fee. Said payment shall reimburse City for its expenses in maintaining its local area computer network. Concessionaire shall pay any charges arising from negligent use on a time and material basis.

13. **Room Set-Up.**

A. In connection with all events booked by 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 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 is sold. 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, City agrees to determine, in advance in writing, the appropriate gross sales category for Concessionaire's computation of the consideration required to be paid to 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 City, gross sales price of products, services or rental of space charged by 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, & G. 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 Concessionaire to its customer, where the customer pays the entire amount for the purchase, rental, arrangement or other thing, secured by 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-two percent (22 %). Changes in the service charge must be submitted to City in writing, for City's approval, which shall not be withheld unreasonably.
- D. The consideration payable by Concessionaire to 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 15th falls on a nonbusiness day for City, such payment shall be due the next working business 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 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 City for the expense of a solvency review should 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 City to deduct any unpaid monthly consideration payable by Concessionaire to 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 Finance and 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 Finance and 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 Finance and Administrative Services. Concessionaire shall, in addition, categorize all sales and rentals by 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. **Off-site catering**. Concessionaire may only use property owned by it as well as City property except as follows:
- A. When said property is not needed for any concession service scheduled in The Centre.
- B. And provided Concessionaire has notified City in writing in advance of the off-site catering use describing the personal property, furnishing or equipment that must be used off site.
- 17. **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 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.
- Agreement, all changes, alterations, additions, repairs or improvements to or upon said premises by Concessionaire shall become the property of 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 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.

19. **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 five (5) 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 Concessionaire and shall maintain said records for a period of at least five (5) years.

C. The Director of Finance and 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 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 City or at Concessionaire's place of business. If City should have an audit made for any portion of the term of this Agreement and the gross sales and business transacted shown by Concessionaire's statement for such period should be found to be understated by more than five percent (5%), Concessionaire shall immediately pay to 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 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.

20. <u>Use of Premises</u>. 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 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 shall, at its sole expense, obtain and pay for all necessary telephone equipment and services.

- C. 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.
- D. 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 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.
- E. Concessionaire shall comply with all laws concerning the premises, or 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 City.
- F. 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 City; or in securing compliance with the provisions of this Agreement. Such entry may be made without the knowledge or consent of 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.
- G. 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 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.
- 21. **<u>Kitchen Equipment, Dinnerware And Silverware.</u>** City owns all kitchen equipment, dinnerware and silverware located at The Centre. City shall replace or repair City owned items which need to be replaced or repaired due to normal wear-and-tear; Concessionaire shall reimburse City for the cost of repairing or replacing City owned items which need to be

replaced or repaired due to improper maintenance or misuse, within thirty (30) days of invoicing by City. Concessionaire shall exercise all reasonable care in its use of City-owned property or equipment, and shall notify City promptly of any items which need to be replaced or repaired, whether or not due to normal wear- and-tear.

22. **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 City. Prior to the erection, construction or placing of any signs or advertising matter upon the concession premises, Concessionaire shall submit to City, for its approval in writing to the Director of Recreation and Community Services, the drawings, sketches, design, dimensions, type and character of the sign or advertising manner. Any conditions, restrictions or limitations with respect to the use of these signs, stated by City in its written approval, shall become conditions of the contract as if specifically set forth herein.

B. City may from time to time modify or change its signs, its signage policy, or signs of identification. In that event City agrees to consult with Concessionaire on a timely basis so that Concessionaire can contribute to and discuss with City any future signing, changes, or modification thereof.

23. 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 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 or heating and cooling systems within the concession premises or elsewhere in the facilities. Concessionaire shall not obstruct, or cause to be obstructed, any portion of the sidewalks, loading docks, entries, passageways, vestibules, halls, elevators, 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 The Centre, including the concession premises. 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 The Centre and the Civic Center, as well as all personal property including tables, chairs, dollies and racks used by Concessionaire. 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, City will provide adequate advanced notice of said maintenance and repair schedules. If appropriate, 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 balcony areas. In addition, the kitchen floor and service elevator may not be cleaned using a hose or any other method where the water is not able to be contained.

I. Concessionaire agrees to not use any part of the balcony as a storage area for equipment.

24. 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 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 Concessionaire shall, at all times, be neatly and cleanly uniformed. City shall approve the style and colors of uniforms for employees.

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 on site at all times.

E. 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.

F. 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 City or employee upon reasonable demand as to the amounts so withheld.

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

H. 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.

I. Nondiscrimination. In connection with the execution of this Agreement, "Concessionaire shall not discriminate against any employee or applicant for employment because of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity) national origin, age, disability or genetic information (including family medical history). Concessionaire shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, color, religion, sex (including pregnancy, sexual orientation, or gender identity) national origin, age, disability or genetic information (including family medical history). 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.

25. **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.

26. **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 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) \$2,000,000 (general aggregate) \$4,000,000; Commercial auto liability at least as broad as ISO CA 0001 (per accident) \$2,000,000.

B. All insurance policies, shall be in form and content satisfactory to City, copies of which shall be submitted to 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 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 City, its officers, employees, and agents for fires, floods, earthquakes, civil disturbances, regulation of any public authority, and other causes beyond the their control. Concessionaire shall not charge results of "acts of God" to City, its officers, employees, or agents.
- G. Concessionaire waives any right of recovery against 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 City, its officers, employees, or agents seek recovery against Concessionaire.
- 27. <u>Liability and Indemnification</u>. Concessionaire agrees to reimburse, defend or indemnify and save 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 tort feasor.

Nothing herein contained shall be construed to relieve 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 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 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 Concessionaire, its agents, employees or subcontractors or agents, invitees or guests.
- B. The loss or damage arises out of the failure of Concessionaire to perform any duty or obligation bestowed on it by this Agreement.

28. <u>Taxes.</u> 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 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.

- 29. <u>Time of the Essence</u>. Time is of the essence of each and all of the terms and provisions of this Agreement, 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 requirements in this Agreement shall extend to and bind any assigns of Concessionaire.
- 30. <u>Independent Contractor</u>. It is expressly understood and agreed that Concessionaire is an independent contractor as distinguished from an employee or agent of City in the performance of services hereunder. Concessionaire acknowledges the independent contractual relationship and releases 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 workers' 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.

31. <u>Assignment Prohibited</u>. Concessionaire shall not mortgage, hypothecate or otherwise encumber or assign its right, privileges or obligations, pursuant to the provisions of this Agreement, nor shall Concessionaire sublet or sublease the concession premises in whole or

in part without the written consent of 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 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.

32. 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.

33. Additional Conditions.

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

B. <u>Facility Reservation Technology</u>. Concessionaire will be required to use the provided facility scheduling system, a shared client management database system and related computer hardware and network equipment for event booking.

C. <u>Health Department Rating</u>. 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. 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

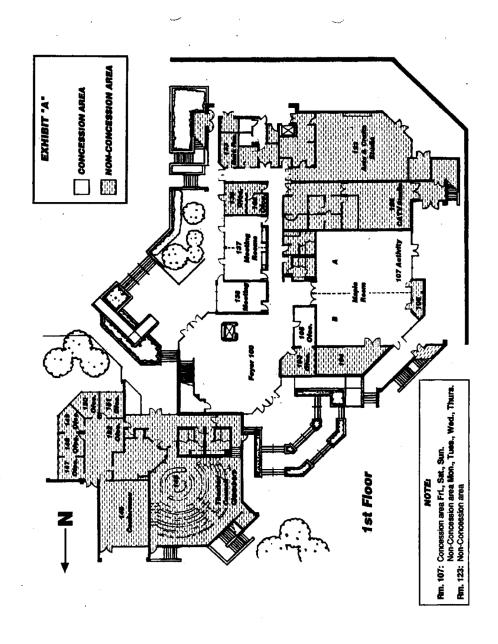
or remedy any issue that prevents an "A" grade. Failure to restore an "A" grade rating within a period of thirty (30) days shall constitute a "material" breach of this Agreement.

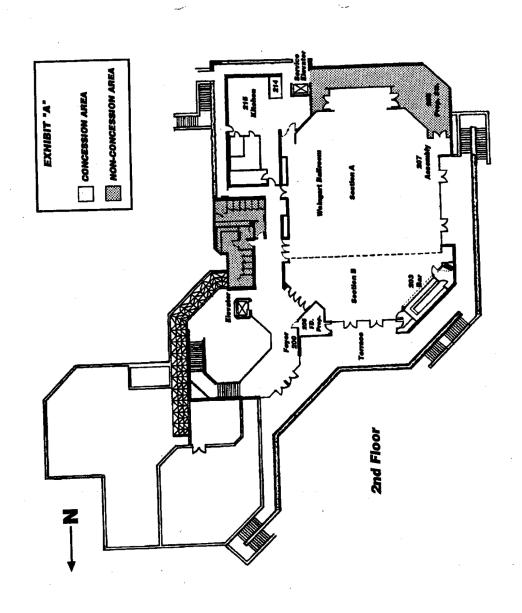
D. Quarterly Performance Evaluation. Concessionaire acknowledges that City shall have the right to conduct a quarterly performance evaluation of Concessionaire's compliance and performance under this Agreement. Concessionaire agrees to cooperate in the preparation of said report and to make available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

E. <u>Alcohol Management</u>. Concessionaire shall demonstrate at all times to 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 corresponds to event alcohol sales.
- 2. Demonstrate strict controls for alcohol inventory storage.
- 3. Establish an agreed-upon set of specifications for "pour" amounts for beer, wine and spirits.
- 4. Ensure that all bartenders /servers have been educated/certified via an approved alcohol-training course as mandated by the State of California.
- 34. 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, Lakewood, California 90712 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.
- 35. <u>Waiver</u>. 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 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 City and Concessionaire.

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





DATED:	, 2021	CITY OF LAKEWOOD
		By MAYOR
ATTEST:		
CITY CLERK		
DATED:	, 2021	By:
APPROVED AS TO FORM:		
CITY ATTORNEY		

SHEEF

Housing Successor

CITY OF LAKEWOOD SUCCESSOR AGENCY - HOUSING FUND SUMMARY 6/17/2021

In accordance with section 2521 of the Lakewood Municipal Code there is presented herewith a summary of obligations to be paid by voucher 408 through 408. Each of the following demands has been audited by the Director of Administrative Services and approved by the City Manager.

3901

HOUSING SUCCESSOR AGENCY

			6,493.32
Council Approval			
	Date	City Manager	
Attest	City Clerk	Director of Administrative S	Services

6,493.32

CITY OF LAKEWOOD SUCCESSOR AGENCY - HOUSING SUMMARY CHECK REGISTER

CHECK AMOUNT	DISC.	GROSS	VENDOR NAME	VEND#	CHECK DATE	CHECK #
0 6,493.32	0.00	6,493.32	PARSLEY. KENNETH AND ERICA	3699	06/17/2021	408
<u>6,493.32</u>	0.00	<u>6,493.32</u>	Totals:			