

AGENDA

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

June 25, 2024

ADJOURNED MEETING:

5:30 p.m.

LAKWOOD EQUESTRIAN CENTER OPERATIONS -

WEINGART BALLROOM

With two options to consider, staff seeks a council decision regarding the future disposition of the Lakewood Equestrian Center.

OCALL TO ORDER

7:30 p.m.

INVOCATION: Reverend Mary Ann Pickard, Lakewood First United Methodist Church

PLEDGE OF ALLEGIANCE: Scout Troop 6925

ROLL CALL: Mayor Todd Rogers
Vice Mayor Cassandra Chase
Council Member David Arellano
Council Member Steve Croft
Council Member Jeff Wood

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 28, 2024

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 receive and file the report.

RI-5 MONTHLY REPORT OF INVESTMENT TRANSACTIONS - MAY 2024 - Staff recommends City Council receive and file the report.

RI-6 REAPPOINTMENT TO THE SOUTHEAST LOS ANGELES COUNTY WORKFORCE DEVELOPMENT BOARD - Staff recommends City Council approve reappointment of Michael Segura to Southeast Los Angeles County Workforce Development Board.

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ROUTINE ITEMS: - Continued

RI-7 CITY HALL OFFICE IMPROVEMENTS – PHASE 3 CHANGE ORDER - Staff recommends City Council authorize staff to negotiate and execute a change order to Empire Design and Build, in the amount not-to-exceed \$711,000; authorize staff to issue a purchase order to D & R office works for the additional furniture, in an amount not-to-exceed \$190,000; and authorize an additional project contingency of \$110,000.

RI-8 RESOLUTION NO. 2024-36; AWARD PUBLIC WORKS CONTRACT NO. 2024-8, ASPHALT IMPROVEMENTS TO THE EXISTING MAYFAIR PARKING LOT TO LOW BIDDER R.J. NOBLE UNDER UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT - Staff recommends City Council authorize the use of Proposition “C” funds in the amount of \$209,391 and appropriate the funds into a project account; adopt the working details for the subject project; and adopt the proposed resolution to award a contract for the project in the amount of \$209,391, to the low bidder R.J. Noble, and authorize the Mayor to sign the contract in a form approved by the City Attorney.

RI-9 AMENDMENT OF THE ANIMAL CONTROL AGREEMENT - Staff recommends City Council approve the amendment with SEAACA for animal control services for a period ending June 30, 2025, in an amount not to exceed \$ 857,595 per year, in a form approved by the City Attorney and authorize the signature by the Mayor.

RI-10 HEALTH AND SAFETY CONSULTING SERVICE AGREEMENT - Staff recommends City Council authorize the Mayor to execute an Amendment to the Agreement for Health and Safety Consulting Services with Pacific EH&S Service, Inc., subject to approval as to form by the City Attorney.

RI-11 PROFESSIONAL SERVICES AGREEMENT WITH HARRIS COMPUTER CORPORATION - Staff recommends City Council authorize the City Manager to enter into an agreement with Advanced Utility Systems in an amount not to exceed \$153,608 for the upgrade of the City’s utility billing software and extend the City’s Master Service Agreement with Harris Computer Corporation.

PUBLIC HEARINGS:

1.1 RESOLUTION NO. 2024-37; TO ESTABLISH RESIDENTIAL REFUSE RATES FOR FISCAL YEAR 2024-25 - Staff recommends City Council adopt the proposed resolution.

1.2 INTRODUCTION OF ORDINANCE NO. 2024-4; AMENDING THE LAKEWOOD MUNICIPAL CODE TO AUTHORIZE BACKYARD BEEKEEPING FOR HONEYBEES ON NO MORE THAN TEN LOTS AT ANYTIME CITYWIDE WITHIN BOTH THE R-1 (SINGLE FAMILY RESIDENTIAL) AND R-A (RESIDENTIAL AGRICULTURE) ZONING DISTRICTS SUBJECT TO DEVELOPMENT STANDARDS - Staff recommends City Council approve the Best Management Practices for Backyard Beekeeping in Lakewood; approve the associated CEQA exemption; and introduce the proposed ordinance. *[Continued from April 23, May 28, and June 11, 2024]*

LEGISLATION:

2.1 RESOLUTION NO. 2024-38; ESTABLISHING A REQUIREMENT FOR OBTAINING A PERMIT FOR SPECIAL EVENTS AT PROPERTIES OCCUPIED BY COMMERCIAL CAR WASHES AT PROPERTIES OCCUPIED BY COMMERCIAL CAR WASHES - Staff recommends City Council adopt proposed resolution.

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LEGISLATION: - Continued

2.2 RESOLUTION NO. 2024-39; APPROVING MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT BY AND BETWEEN COUNTY OF LOS ANGELES AND CITY OF LAKEWOOD, EFFECTIVE JULY 1, 2024 - Staff recommends City Council adopt proposed resolution.

REPORTS:

3.1 AMENDMENT TO AGREEMENT WITH SOUTHWEST PATROL, INC. FOR ADDITIONAL DEPLOYMENT OF PRIVATE SECURITY PATROLS - Staff recommends City Council approve an agreement amendment with Southwest Patrol, Inc. to add two daytime security guards for a period 60 days commencing June 27, 2024, and authorize the City Manager to sign the agreement in a form as approved by the City Attorney.

3.2 CORNER LOT DEVELOPMENT – ARCHITECT/ENGINEER (A/E) DESIGN SERVICES AGREEMENT - Staff recommends City Council authorize an appropriation of \$924,909 of Measure L; and authorize additional Architect/Engineer design services work to the existing on-call Architectural Services agreement for the Corner Lot Development per the Dahlin Group proposal dated June 17, 2024, in an amount not-to-exceed \$924,909.

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

Adjourned

COUNCIL AGENDA

June 25, 2024

TO: The Honorable Mayor and City Council

SUBJECT: Lakewood Equestrian Center Operations

INTRODUCTION

In March 2019, following direction from the 2018-2019 Park Development Committee, staff developed and advertised a Request for Proposals (RFP) to solicit an experienced and qualified equestrian center concessionaire to improve, operate, and maintain the Lakewood Equestrian Center (LEC). Five proposals were received, but a lessee to manage the property was not secured from this solicitation. The search for a long-term lessee continued and in May 2021, staff advertised a Request for Qualifying Information (RFQI) accompanied by a CityTV-produced video displaying the history of the LEC and its potential in the equestrian market place. While one late submission was received in response to the RFQI, the solicitation did not yield a qualified candidate to take on a lease agreement to manage and operate the LEC.

On November 1, 2020, SJ Equestrian, LLC, began coordinated equestrian activities, including boarding services for horses at the LEC as the Interim Caretaker. Under the Interim Caretaker Management Contract, the city received eight percent of the Caretaker's gross receipts. To support the equestrian activities at the LEC, the city provided the Interim Caretaker with a water truck, the potable water to fill the water truck, a water wagon for recycled water, recycled water, and a tractor to maintain the arenas and other areas throughout the LEC. The term of SJ Equestrian LLC's contractual agreement with the city ended on October 31, 2023, and was not extended. On November 1, 2023, the city assumed the maintenance and operations of all activities and services at the LEC.

STATEMENT OF FACT

City of Lakewood Management of the LEC

Since the assumption of management of the LEC on November 1, 2023, all maintenance and operations at the facility have remained the responsibility of city staff, inclusive of oversight of a contractor with advanced equestrian experience, Hacienda Sosegado LLC. The learning curve of managing a horse boarding and training facility has been short but intensive.

City staff are directly responsible for the following:

- Administrative Oversight – Contract management for equestrian trainers, boarders, third party services, and vendors; horse boarding stall management; security; and record retention
- Facility and Grounds Maintenance – Daily arena maintenance; weed and pest control; landscaping; irrigation; utility infrastructure; and general facility upkeep

- Office Administration – Customer service; accounting; record keeping; liability waivers; and service provider registration
- Facility Supervision – Enforcement of policy, procedure and safety measures; and affirming approved use of riding arenas
- Operational Expenses and Revenues – Procure equipment and supplies, including feed and shavings; utility and contract service payments; and accounts receivable for contracted services
- Internal and External Communications – Lead quarterly users meeting; direct communications with users; and distribution of a weekly facility work report

Joy D. Gould, owner of Hacienda Sosegado LLC, was brought in as an independent contractor when Lakewood assumed leadership of the LEC. Ms. Gould provides the technical support and horse care personnel to feed and care for horses in boarding at the LEC. Staff meets regularly with Ms. Gould and employs direct leadership to ensure that contracted services meet the standards outlined in the professional services agreement.

Hacienda Sosegado LLC is responsible for the following:

- Boarding Management and Horse Care – Point of contact and customer service for boarders; watering and feeding of horses; stall cleaning and maintenance; and on-site coordination with staff for horse-related emergencies
- Equestrian Trainer and Vendor Selection Support – Review applications and confirm suitability and expertise of services to be rendered; and point of contact for customers of trainers and vendors

LEC Expenses and Revenue

In Fiscal Year 2023-24, including data from November 1, 2023 through June 19, 2024, the city has expended \$756,419 and received \$571,954 in revenues. Payments from boarders due July 5, 2024, for boarding services provided in June 2024, are expected to add \$70,200 in additional revenues. Without part-time personnel expenses trending below final estimates, staff anticipates a net loss just over \$110,000 in Fiscal Year 2024. Operational expenses since November 1, are inclusive of a funding set-aside for start-up supplies, part-time staffing, feed and shavings for horses in boarding, contractual agreements, and supplies for in-house facility maintenance. Excluded in the expenses are full-time labor costs directly associated with LEC management. These costs are absorbed in the full-time allocation account assigned to the staff member based on their designated work assignment. Capital improvement projects charged to a dedicated Capital Improvement Fund (CIF) created in 2021 are also not included in the general fund expense. Revenues are represented by payments received from monthly horse boarding services, payments for horse feed and extra shavings, revenue share from the two vendors, and a monthly facility use fee paid by each of the three horse riding trainers.

A spreadsheet detailing line items for the above is included in this report as Addendum A.

For fiscal years 2024/25 and 2025/26, staff entered projections with an expense line of \$1,253,818 and revenues totaling \$976,000, for a net loss of \$277,818 in each fiscal year. Revenue estimates are conservative and does not account for those months when horse boarders request a stall hold of the boarding unit because they are taking their horse off property for months at a time. Stall holds reduce the monthly board fee to \$150 per month. Four horses are on a stall hold for the month of June 2024 resulting in a \$1,350 loss in revenue for the month, all while maintaining the same level of staffing on the facility.

While the budget allows for the continuance of horse boarding and riding activities, it does not provide funding for several capital improvement projects needing to be addressed at the LEC, nor a full-time allocation of dedicated facility personnel.

Private Horse Boarding, Horse Trailer and Boarder Residency Statistics

As of June 1, 2024, at the LEC there are 112 horses boarded in stalls on a monthly basis—six stalls are used for storage only with no horse boarded—and there are 72 vacant stalls. Four horses are boarded in dry lots, with 16 ponies in the Pony Pasture, and 23 horse trailers stored on site for a monthly fee. On November 1, 2023, at time of the management transfer, 132 stalls were said to be in use and 11 horses were accounted for in dry lots. Of the horse boarders currently at the facility, 16 represent a Lakewood address as their mailing address, with some addresses possibly serving as a business address versus an address of residency. A full table of statistics for horse boarding, horse trailer parking and boarder residency is included in this report as Addendum B.

Vendors and Horse Riding Trainers

The city maintains vendor agreements with contractors on site to provide horse riding training, pony rides, petting zoo and equine therapy. The agreements outline scope of services provided, terms of revenue paid to the city, insurance requirements and indemnification of the city for activities and services provided.

From November 1, 2023 and terminating in January 2024, Shoestring City Ranch provided equine therapy. The non-profit organization ceased operations at the LEC citing financial hardships. Currently, Wisdom of the Herd maintains a service agreement to provide equine therapy. Wisdom of the Herd operates in the southwest portion of the equestrian center and pays the city eight percent of gross receipts.

Barnyard Buddies offers birthday party packages, summer camps, field trip opportunities and a petting zoo and pony ride concession open to the public. Barnyard Buddies operates along the western section of the equestrian center and pays the city \$1,250 per month for use of the permitted area and for the care and feeding of horses and ponies in the dry lot plus eight percent of gross receipts for activities and services provided.

Three horse riding trainers currently operate at the LEC. Horse riding trainers specialize in one or more of the classic equestrian styles of riding and competition—Western, Hunter Jumper and

Dressage—and offer training for youth and adults. Trainers operate almost exclusively within certain riding arenas at the LEC. A facility use fee paid to the city by the trainers is based on seasonal participation and averages \$425 per month.

The following horse riding trainers maintain professional service agreements with the city:

- Sandie Mercer – Teaching Western and Hunter Jumper
- Stephanie Field – Teaching Dressage
- Michele Bloomquist – Teaching Western

Capital Improvement and Facility Condition

The LEC is a large, 19-acre facility with several factors contributing to the need for a long-term and significant capital investment to remain viable and competitive in the equestrian market. Since 2018, the city has completed several capital improvement projects at the LEC, expending \$593,600 in general funds and \$29,691 from the CIF. The table below represents projects completed in the current fiscal year along with the funding source.

The table below represents capital improvements since August 2023:

Project Date	Project	Scope of Work	Outlay
August 2023	North Arena Renovation	Install 6' wooden rail around north 100'x110' arena; included grading and addition of 2" of sand in arena	\$5,000 (CIF and General Fund)
October 2023	Trailer Demolition	A dilapidated staff trailer was demolished and grading and plumbing work completed the project	\$49,964 (General fund)
December 2023	Hay Storage Shelter	To receive bulk hay pricing, additional storage was needed, installed hay storage shelter	\$6,161 (CIF)
Winter 2024	Pot Hole Repair	Due to erosion from rain and weather, repaired dozens of pot holes using more than six tons of asphalt for safety and vehicle transit	\$5,660 (CIF)
May 2024	Shade Structure Renovation	Barnyard Buddies pony housing shelter was in disrepair; shade structure was renovated to provide safe cover for the ponies	\$7,986 (CIF)

The footing in the horse riding arenas (9) and turnouts (8) need significant improvement. Eight of the nine arenas have not been restored since 2019. As defined by many equestrian specialists, well-maintained arenas and turnouts provide the right amount of cushioning and traction for horses and help prevent injuries by keeping the surface leveled. Poorly maintained arenas can lead to uneven surfaces that increase the risk of trips and falls. Staff can restore the eight turnouts in-house with an allocation of funds for material and equipment. This work is estimated at approximately \$8,000.

An assessment of the nine arenas at the LEC is tabled below and details the square footage of the arena, the present condition and the contractual estimate for restoration. Seven of the nine arenas need immediate attention estimated at \$172,624; drainage systems for all nine arenas is estimated at \$250,000; and panel repairs for all arenas is estimated at \$12,000--a \$434,624 initial investment solely for arena maintenance.

Furthermore, an annual maintenance budget of approximately \$60,000 is recommended to maintain the footings in three arenas annually.

Arena Footing Assessment									
Arena	A	B	C	D	E	F	G	H	I
Square Ft.	41,250	13,000	21,250	6,000	12,000	19,800	11,475	7,000	13,200
Condition	POOR	GOOD	POOR	GOOD	POOR	POOR	POOR	POOR	POOR
Estimated Restoration Cost @ \$1.308/sq.ft.	\$53,955	\$17,000	\$27,795	\$7,848	\$15,696	\$25,900	\$15,009	\$9,156	\$17,265

The needs assessment completed as a component of the Lakewood Equestrian Master Plan (May 2021) identified the need for stormwater management facilities, facility security, improvements to access drives and drainage systems, and land use constraints on the section of the facility owned by Southern California Edison. To augment this report, staff contracted with Intelligent Systems & Engineering Services Corporation (ISES) to complete a Facility Condition Assessment (FCA), which took place on April 2, 2024. The findings of the report would help the city further identify maintenance and improvement needs of the facility as the city continues management. The following is a brief summary of the findings by ISES.

The FCA of LEC conducted by ISES evaluates specific areas requiring attention such as accessibility, electrical systems, exterior repairs, fire/life safety, health, HVAC, interiors, plumbing, and site improvements. The LEC consists of fifty-two (52) structures including four (4) buildings, one (1) hay barn, two (2) boarding stall barns, twenty (20) tack sheds, two (2) shelters, nineteen (19) stall structures, two (2) storage structures, two (2) wash racks, and thirteen (13) arenas ranging in size; these buildings were constructed between 1980 to 2024. Many of the existing facilities, including many barns, stalls, and tack sheds, were constructed in 1980 with other improvements happening in the years since. Recent upgrades include the installation of new office and restroom trailers in 2016, a newly constructed hay barn in 2020, and additional storage structures in 2021 and 2024. Since 2016, various electrical, lighting, and hardscape improvements have also been implemented to enhance the site's

infrastructure and usability. Twenty-five (25) fire extinguishers were also installed throughout the LEC in 2020 and continue to be inspected monthly and serviced by city staff.

The FCA provides a Facility Condition Needs Index (FCNI), which is a metric used to evaluate the overall condition of a facility relative to its replacement value. It is calculated by dividing the total cost of necessary repairs and maintenance by the current replacement value of the facility. The FCNI rating scale ranges from 0.10 (excellent) to greater than 0.6 (complete replacement required). In the case of the Lakewood Equestrian Center, the FCNI of 0.99, indicates the facilities are far beyond their useful life, are no longer cost-effective to repair, and should be completely replaced.

The FCA outlines costs associated with the facility's upkeep and like-for-like replacement, which are conservatively estimated at a value of \$6,204,904. This number does not include any modernization or improvements to the facility, but rather replacement or maintenance of existing assets. For comparison, a similar-sized facility, the Whittier Narrows Equestrian Center, was renovated in 2022, with similar amenities, and the improvements totaled approximately \$13 million. It is estimated that LEC would require a similar investment to bring the facility up to current standards.

Included in the identified \$6,204,904 renewal cost is a subset of recurring component replacement needs that include projected and deferred renewal expenses and total \$1,816,097. These expenses are primarily for routine maintenance and lifecycle replacements of components over ten years and include, but are not limited to, items such as painting, reroofing, and plumbing. The nonrecurring costs, estimated at \$4,388,807, encompass one-time projects aimed at addressing critical deficiencies, adapting to new regulations, and enhancing the overall functionality of the facility and site. The nonrecurring costs include but are not limited to, a stormwater management system, additional lighting, pavement for vehicle travel, and installation of an electrical grounding system.

Operational Needs for Continued City Management

Since November of last year, dozens of city staff, full- and part-time, from multiple departments have adapted work schedules and assignments to maintain, repair, and serve the LEC community. These adjustments have come at the expense of otherwise regular assignments within the defined scope of each employee's responsibilities. Continuing under this model of management is not sustainable to achieve expected outcomes at the LEC, nor throughout the city.

Staff have identified the staffing levels required to serve the LEC in an ongoing capacity, while allowing those staff temporarily assigned to LEC responsibilities to return to their normal course of duty in service to Lakewood residents. The personnel plan tabled below includes the expenses needed to onboard full-time benefitted positions and maintaining existing part-time staffing levels.

Position Title	# of Employees	Classification	Hourly Rate	Hours per Week	Annual Cost
Community Equestrian Supervisor	1	Full Time Benefitted	N/A	N/A	\$125,738
Senior Park Maintenance Worker	1	Full Time Benefitted	N/A	N/A	\$99,595
Park Maintenance Worker	1	Full Time Benefitted	N/A	N/A	\$93,683
Light Equipment Operator	1	Full Time Benefitted	N/A	N/A	\$101,653
Overtime Compensation	4	Full Time Benefitted	\$100 on Average	40 hours max/year	\$16,000
Maintenance Services Aide	4	Part-Time	\$20. 38	28	\$118,694
Community Services Leader III	4	Part-Time	\$19. 41	10	\$40,373
Maintenance Trainee	1	Part-Time	\$20. 15	20	\$20,956
Support Services Clerk I	1	Part-Time	\$23. 23	28	\$33,823
Total Payroll Costs					\$650,515
Equestrian Specialist and Horse Care – Contracted					\$260,076
Pest Management – Contracted					\$5,000
Total Personnel Costs					\$915,591

To continue to improve and provide efficient, manageable and accurate boarding services and horse vaccination records, while also providing Lakewood’s standard of legendary customer service, a software or web-based technology program will need to be researched and procured. Current systems have allowed staff to bridge the gap during transition, but the technology currently in use is less than efficient.

Further, in the next two fiscal years, the Southern California Edison (SCE) license for the central portion of the LEC will total over \$44,000 in FY2024-25 and over \$45,500 in FY2025-26. SCE is currently only renewing license agreements for five-year terms. The license increases annually by three percent and several discussions with SCE have determined this rate is not negotiable for the current use of the facility. Further, to invest the amounts estimated by the ISES FCA, securing a long-term commitment from SCE is necessary to secure a return on investment. This notion is also true in securing a long-term lessee willing to invest capital to improve the LEC.

Potential for New Business or Non-Profit Management

Though two proactive efforts made to secure a long-term lessee proved unsuccessful, staff has remained available to engage in discussion with any business or non-profit entity with the skills, knowledge and experience to lead operations at the LEC and the funding to support the purchase of equipment and supplies, insurance coverage, payroll and utilities, the SCE annual license fee and necessary facility improvements. In the estimation of staff, through research and practical application of data and experience, Addendum C, details the minimum criteria for which a business entity or non-profit organization must be able to demonstrate for consideration of a lease agreement to manage and operate the LEC.

Alternatives to Lakewood Equestrian Center Operations

Having demonstrated significant and ongoing investment at a cost to Lakewood taxpayers, alternatives to maintaining an equestrian center in Lakewood have been identified.

First, and important to note to existing horse boarders, regional opportunities for boarding horses remain present and accessible to those relocating their horses. Horse stables and equestrian facilities exist in both Los Angeles and Orange counties. Some of the most local options include B&B Stables in Cerritos, Rancho Verde Riding Club in Long Beach and King of Kings Equestrian Ranch in Paramount. While two of the largest and regionally respected facilities include Whittier Narrows Equestrian Center in Whittier and Huntington Central Park Equestrian Center in Huntington Beach. A listing of public and private equestrian facilities in Los Angeles and Orange counties is included with this report as Addendum D.

Additionally, while closure of horse boarding and training offerings would help to minimize the city's ongoing investment at a demonstrated net loss, there is an ability to maintain the petting zoo and pony ride concession. The land on which this facility conducts business belongs to the city. That is to say, the SCE license fee could be dramatically reduced to \$17,800 per year absent the equestrian business currently being conducted on its property.

Once again, the city can diminish the cost of the SCE license by allowing passive recreation on 9.63 acres of land owned by SCE. Further, staff is currently developing a Parks, Recreation and Community Services Long Range Plan, which is anticipated to be completed and published in December 2024. One portion of the project already completed is a community survey and needs assessment. From public surveys, pop-up community input events and community meetings with stakeholders, staff have received input for new recreation opportunities and facilities, which the community desires.

From this data and with consideration to maintain a petting zoo and pony ride concession, a contracted landscape architect has developed a broader alternate use plan, Addendum E, at the current equestrian site for longer term consideration. The sheer acreage of the facility lends itself to a wider variety of uses, including opportunities for a skate park and pump track; pickleball courts; play areas with nature-based themes; interpretive nature zones; a community building much like the facility at Monte Verde Park; and outdoor walking/running paths in a nature-based

environment—the paths would offer connectivity to both Lakewood’s Nature Trail, Rynerson Park, as well as the San Gabriel River bike path.

A facility of this type could enhance public access to the breadth of Lakewood’s residency. From fitness, to recreation, to family and group activities, and for visitors of all ages. A change to the type of use as noted above will obviously liken the facility to that of a Lakewood park. Based on comparisons to attendance at other park facilities it is estimated that a facility with the above noted amenities could attract upwards of 250,000 park visitors annually with a great representation of use by residents. Further, the design would provide opportunities for programs like contract classes, family special events, pickleball clinics and league play, skate boarding clinics and demonstrations, nature classes for youth, a picnic area and more.

CONCLUSION

The LEC has experienced great change since 2019 with significant tumult during the last five years. Management and oversight have changed hands three times in that span, with the current onus belonging to the city. To maintain the facility as an equestrian center, a significant ongoing investment and a budgetary deficit will be incurred by the city. If equestrian services and activities continue, it is imperative that a capital improvement plan be funded along with funding for full-time personnel dedicated to the management and maintenance of the LEC.

Of the 83 individual horse boarders, approximately 16 Lakewood residents make use of the horse-boarding services offered at the LEC. And while the pony rides and petting zoo facility realize between 2,000-3,000 visits monthly, the provision of horse boarding and horse riding lessons caters to a small demographic as all of the horses are privately owned and horse riding training is an undisclosed contractual agreement between the horse riding trainer and participant. Though the city receives a nominal revenue for each trainer’s use of the facility, this revenue stream does not cover the actual expense for daily and routine maintenance of the riding arenas used by the trainers for their horse riding lessons.

Through the Parks Recreation and Community Services Long Range Plan community engagement, staff have gleaned that there are several alternate uses that the facility could satisfy for Lakewood’s residency should equestrian use end, including maintaining the Pony Ride and Petting Zoo operations. Additionally, a change to the type of usage could greatly reduce the city’s financial obligation with regard to the SCE license agreement and better conform to SCE’s provision of five-year license agreements for use of their properties.

RECOMMENDATION

With two options to consider, staff seeks a council decision regarding the future disposition of the Lakewood Equestrian.

Option #1: Continue to maintain and coordinate equestrian activities at the Lakewood Equestrian Center to include private horse boarding, horse riding training, and equine therapy; along with a provision for a contracted vendor to provide a publicly accessible pony ride and petting zoo


Lakewood Equestrian Center Operations


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concession. Given this directive, staff seeks an additional budget appropriation to onboard four full-time, benefited city employees, funding annual arena restoration and a defined capital improvement plan to address necessary facility improvements including best management practices for stormwater runoff, arena restoration, roadway restoration and the replacement of horse boarding units and tack sheds that are deteriorated.

Option #2: Cease equestrian activities, specifically private horse boarding, horse riding training and equine therapy, on the 19-acre property referred to as the Lakewood Equestrian Center and explore options for the development of alternative recreation amenities for the greater public benefit.

Valarie Frost, Director 
Recreation & Community Services


Thaddeus McCormack
City Manager

Addendum A - Lakewood Equestrian Center Expenses and Revenues FY24, FY25 and FY26
Council Agenda – Lakewood Equestrian Center Operations - June 25, 2024

ACCOUNTS FOR: GENERAL FUND 1090 LAKEWOOD EQUESTRIAN CENTER	FY-2024	FY-2024	FY-2024	FY-2024	FY-2025	FY-2026
	ORIG BUD	REVISED BUD	ACTUAL at 6/19/24	FINAL ESTIMATE	PROPOSED	PROPOSED
REVENUES						
EQUESTRIAN REV-RENT	-	627,000	541,665	627,000	930,000	930,000
EQUESTRIAN CENTER REV-CONCESSION	-	30,500	30,289	30,500	46,000	46,000
EXPENSES						
SALARIES-REGULAR OVERTIME	-	-	-	-	2,500	2,500
SALARIES-PART TIME	-	168,862	97,250	168,850	-	-
SALARIES- PART TIME B	-	-	-	-	251,500	251,500
SALARIES-PART TIME OVERTIME	-	-	104	-	-	-
PERS BENEFIT	-	-	7,355	-	24,680	24,680
MEDICARE BENEFIT	-	-	1,411	-	3,700	3,700
HEALTH ACA SUBSIDY	-	-	72	100	300	300
ARS BENEFIT	-	-	310	-	-	-
CONTRACTUAL SERVICES	-	175,884	175,635	175,900	263,850	263,850
MANURE DISPOSAL	-	112,000	106,444	112,000	168,000	168,000
DISPOSAL SERVICE	-	7,000	7,000	7,000	10,500	10,500
RIGHT OF WAY LEASES	-	42,789	42,789	42,800	44,100	45,450
UTILITIES-ELECTRICITY	-	10,000	9,954	10,000	15,000	15,000
UTILITIES-WATER	-	24,800	19,779	24,800	39,804	39,804
MAINT-BUILDING STRUCTUR GROUND	-	13,993	12,972	14,000	21,000	21,000
COMMUNICATIONS	-	2,250	2,897	2,250	3,400	3,400
SPECIAL SUPPLIES	-	131,875	129,627	131,900	172,750	172,750
SPECIAL SUPPLIES-FEED	-	110,690	110,689	110,700	228,384	228,384
UNIFORMS	-	1,200	1,095	1,200	1,200	1,200
VEHICLE/EQUIPMENT MAINTENANCE	-	12,000	14,381	12,000	1,800	1,800
CAPITAL-MACH/EQUIP/FURN	-	18,000	16,656	18,000	-	-
NON-CAPITAL MACH/EQUIP/FURN	-	1,200	-	1,200	-	-
TOTAL REVENUES	-	657,500	571,954	657,500	976,000	976,000
TOTAL EXPENSES		832,543	756,419	832,700	1,252,468	1,253,818
TOTAL GAIN/(LOSS)		(175,043)	(184,465)	(175,200)	(276,468)	(277,818)

Addendum B – Horse Boarding, Horse Trailer Parking and Boarder Residency Statistics
 Council Agenda – Lakewood Equestrian Center Operations
 June 25, 2024

Horse Boarding and Horse Trailer Parking Statistics									
	Oct- 23	Nov- 23	Dec- 23	Jan- 24	Feb- 24	March- 24	April- 24	May- 24	June- 24
Horses in Stalls	132	122	122	122	119	116	115	114	112
Horse Stalls Used as Storage	Unknown	10	10	10	8	6	6	6	6
Vacant Horse Stalls	Unknown	56	57	58	63	68	69	70	72
Dry Lots (1, 2 and #3)	8	11	7	6	4	4	4	4	4
Pony Pasture	13	14	14	14	14	13	16	16	16
Horse Trailers	Unknown	23	24	22	23	22	22	22	23
Notes	SJ Equestrian Operations	One horse passed	Closed Dry Lot #2	Split Stall #114	Closed Dry Lot #1	Stall 16 and 25 no longer used as storage	One horse passed	One horse passed	
			Split Stall #141	One horse passed	Stall 12 and 21 no longer used as storage	One horse passed			
			One horse passed		One horse passed				

Addendum B – Horse Boarding, Horse Trailer Parking and Boarder Residency Statistics
 Council Agenda – Lakewood Equestrian Center Operations
 June 25, 2024

Boarder Residency Statistics									
City	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	March-24	April-24	May-24	June -24
Altadena	1	0	0	0	0	0	0	0	0
Anaheim	1	1	0	0	0	0	0	0	0
Buena Park	1	1	1	1	1	1	1	1	1
Cerritos	0	1	1	1	1	1	1	1	1
Compton	1	1	1	1	1	1	1	1	1
Cypress	5	5	5	6	6	6	6	6	6
Fullerton	1	1	1	1	1	1	1	1	1
Garden Grove	2	2	1	0	0	0	0	0	0
Huntington Beach	2	2	2	2	2	2	2	2	2
*Lakewood	17	17	18	18	18	17	17	16	16
Long Beach	36	37	36	37	36	36	34	33	33
Los Alamitos	7	9	9	9	8	8	8	8	8
Maywood	1	1	1	1	1	1	1	1	1
Newport Beach	1	1	1	1	1	1	1	1	1
Placentia	1	1	1	1	1	1	1	1	1
Rossmoor	3	2	2	2	2	2	2	2	2
Santa Fe Springs	1	0	0	0	0	0	0	0	0
Seal Beach	3	3	3	3	3	3	3	3	2
Torrance	1	1	1	1	1	1	1	1	1
Westminster	3	3	3	3	3	3	3	3	3
Wilmington	1	1	1	1	1	1	1	1	1
Total Individual Boarders	89	90	88	89	87	86	84	82	81

**The address provided to the city on four (4) boarder’s applications, differs from the address on their current driver’s license. Their “Lakewood” address was used for the statistics provided in the table above.*

If Business Entity

- An LLC or Corporation

If Non-profit Organization

- Tax-exempt under section 501(c)(3) of the Internal Revenue Code
- 51% of Executive Board must be residents of the City of Lakewood

Experience

- Equestrian center management including horse care, riding instruction and facility and grounds maintenance (minimum of 5 years)

Financial Capital

- Startup expenses for equipment and supplies (minimum \$200,000)
- Startup expenses for first month of operation, including personnel, contractual services, and utilities (minimum \$120,000)
- Investment for imperative facility improvements (minimum \$1,500,000)
- SCE License Fee for first year of agreement is \$51,141 (New five year license would be \$255,704.16.)

Insurance

The lessee is required to carry insurance coverages as detailed below.

- Commercial General Liability Insurance using Insurance Services Office “Commercial General Liability” policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits shall be no less than \$3,000,000 per occurrence for all covered losses and no less than \$5,000,000 general aggregate. (Estimated at \$8-10,000 annually)
- Commercial Equine General Liability Insurance shall be required should Commercial General Liability exclude equine operations. Coverage shall cover equestrian activities such as boarding, riding instruction and training. Coverage shall be extended to provide coverage for independent trainers or instructors while acting within the scope of their duties at the facility. Additionally, this coverage shall include these specific activities if included in the operation: guided trail rides, therapeutic riding, carriage rides, pony rides and petting zoos. Lessee shall procure and maintain, at its sole costs and expense, comprehensive Commercial Equine General Liability Insurance in the single limit minimum amount of \$2,000,000 per occurrence and an aggregate in the amount of \$4,000,000. (Estimated at \$2,000 annually as an umbrella policy to Commercial General Liability.)

Addendum C - Minimum Requirements for a Business Entity or Non-Profit Organization to Manage and Operate the Lakewood Equestrian Center
Council Agenda – Lakewood Equestrian Center Operations
June 25, 2024

- Care, Custody and Control Insurance. Lessee shall procure and maintain, at its sole cost and expense, a Care, Custody and Control (CCC) policy of insurance that specifically insures against damages resulting from the death, injury, illness, or theft of non-owned horses in the care, custody and control of lessee in an amount of \$300,000 per horse, with an aggregate limit of \$500,000. (Estimated at \$8,000 annually)
- Professional liability (errors & omissions) insurance. Contractor shall maintain professional liability insurance that covers the services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Contractor agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement. (Several determinations are needed in order to determine if this coverage is needed and how much coverage would cost for the types of services provided.)
- Horse Shows, Clinics or Equestrian Events Insurance. Lessee shall procure special event coverage in advance of horse shows, clinics or equestrian events that will provide coverage to include protection for lessee running the event and also protect the show officials and city. Coverage is provided for negligence that causes bodily injury or property damage to a third party. Coverage shall be in an amount that adequately protects both lessee and city from loss resulting from such events. (Estimate is based on size and scope of event and could be covered by liability coverage.)
- Worker's Compensation Insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses. (Estimated at \$22,000 annually for every \$100,000 in annual payroll expenses).
- Business Auto Coverage Insurance. Lessee shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of lessee arising out of or in connection with work to be performed, including coverage for any owned, hired, non-owned or rented autos, trucks and trailers, and other vehicles or equipment, to include loading and unloading, in an amount not less than \$2,000,000 combined single limit for each accident. If lessee owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If lessee or lessee's employees will use personal autos in any way. Lessee shall provide evidence of personal auto liability coverage for each such person. (Estimate is dependent on the quantity and type of vehicles to be covered.)

- Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a “drop down” provision with a maximum \$25,000 self-insured retention. Lessee will be required to fully indemnify and hold harmless city, its elected or appointed officers, agents, officials, employees, and volunteers, for any injury to person or property resulting from its operations.

- Commercial Property Insurance covering the facility, fixtures, equipment, building, all property situated in, on, or constituting a part of Facility and any improvements. Coverage shall be at least as broad as the Insurance Services Offices broad causes of loss form CP 10 20, and approved of in writing by city. Coverage shall be sufficient to insure 100% of the replacement value and there shall be no coinsurance provisions. The policy shall include an inflation guard endorsement, 100% rents coverage, contents coverage, coverage for personal property of others, ordinance or law and increased cost of construction coverage. City shall be included as an additional insured and as loss payee on any such insurance. City shall not be liable for any business income or other consequential loss sustained by lessee. City shall not be liable for any loss of lessee’s personal property even if such loss is caused by negligence of city, city’s employees or agents. (Estimate is based on the replacement costs of structures. For property limits totaling about \$4.5 Million, the estimated expense is about \$26,000 annually)

If providing youth programs

- Originating Agency Identifier (ORI) for background checks
- Develop and implement child abuse prevention policies and procedures which include (but are not limited to):
 - policies to ensure incidents of suspected child abuse are reported to the appropriate entities. Section 11165.9 of the California Penal Code
 - policies requiring the presence of at least two mandated reporters when employees and volunteers are in contact with or supervising children.

Addendum D – Equestrian Facilities in Los Angeles and Orange Counties
Council Agenda – Lakewood Equestrian Center Operations
June 25, 2024

Equestrian Facilities in Los Angeles County

B&B Stables (license agreement through Southern California Edison)
10730 Artesia Blvd, Cerritos, CA 90703
562-865-9012

Rancho Verde Riding Club (license agreement through Southern California Edison)
1000 West Carson Street, Long Beach, CA 90810

King of King's Equestrian Ranch (Privately owned)
7220 Century Blvd. Paramount, CA 90723
562-889-5100

Imperial Equestrian Center (Privately owned)
5543 Leeds Street, South Gate, CA 90280
562-260-9175

Whittier Narrows Equestrian Center (leased by Los Angeles County)
12191 Rooks Road, Whittier, CA 90601
(562) 355-5765

Schabarum Equestrian Center (leased by Los Angeles County)
17250 East Colima Road, Rowland Heights, CA 91748
(626) 854-5560

Marshall Canyon Equestrian Center (leased by Los Angeles County)
7000 Esperanza Dr, La Verne, CA 91750
909-593-8739

Bonelli Equestrian Center (leased by Los Angeles County)
100-114 Via Verde Drive, San Dimas, CA 91773
909-599-8411

Los Angeles Equestrian Center @ Griffith Park (leased by City of Los Angeles)
480 Riverside Dr, Burbank, CA 91506
818-840-9063

Peter Weber Equestrian Center (leased by City of Rolling Hills Estates)
26401 Crenshaw Boulevard, Rolling Hills Estates, CA 90274
310-541-9487

Palos Verdes Stables (leased by City of Palos Verdes Estates)
4057 Via Opata, Palos Verde Estates, CA 90274
310-493-2239

Addendum D – Equestrian Facilities in Los Angeles and Orange Counties
Council Agenda – Lakewood Equestrian Center Operations
June 25, 2024

San Pascual Stables (leased by City of South Pasadena)
221 San Pascual Ave, South Pasadena, CA 91030
323-551-6841

Arroyo Seco Stables (leased by City of South Pasadena)
118 Marmion Way, South Pasadena, CA 91030
626-437-1511

Sycamore Canyon Equestrian Center (leased by the City of San Dimas)
1525 Sycamore Canyon Rd., San Dimas 91773
909-599-9681

Shadow Hills Equestrian Center (Privately owned - residential)
10263 La Canada Way, Shadow Hills, CA 91040
213-761-0549

Greatheart Stables (Privately owned - residential)
648 S Mariposa St, Burbank, CA 91506
818-859-9801

Equestrian Facilities in Orange County

Huntington Central Park Equestrian Center (leased by City of Huntington Beach)
18381 Golden West St., Huntington Beach, CA 92648
714-848-6565

Peacock Hill Equestrian Center (leased by OC Parks)
1 Irvine Park Rd, Orange, CA 92869
714-997-7720

Equestrian Center at the OC Fair & Event Center (operated by 32nd District Agricultural
Association of the State of California)
88 Fair Drive, Costa Mesa, CA 92626
714-708-1652

El Rodeo Equestrian Center (Privately owned)
4449 Carbon Canyon Road, Brea, CA 92823
714-525-7510

Serrano Creek Ranch Equestrian (leased by the City of Lake Forest)
25200 Trabuco Rd, Lake Forest, CA 92630
949-768-5891

Addendum D – Equestrian Facilities in Los Angeles and Orange Counties
Council Agenda – Lakewood Equestrian Center Operations
June 25, 2024

Nellie Gail Ranch Equestrian Center (Privately owned)
25202 Nellie Gail Rd, Laguna Hills, CA 92653
949-425-1477

San Juan Capistrano Equestrian Center
26282 Oso Rd, San Juan Capistrano, CA 92675
949-661-1755

Rancho Sierra Vista
31441 Avenida De La Vista, San Juan Capistrano, CA 92675
949-661-3867

Santiago Equestrian Center (Privately owned)
18381 Santiago Canyon Rd, Silverado, CA 92676
949-858-0221

ADDENDUM E - FACILITY ALTERNATIVE USE PLAN
 COUNCIL AGENDA - LAKEWOOD EQUESTRIAN CENTER OPERATIONS - JUNE 25, 2024



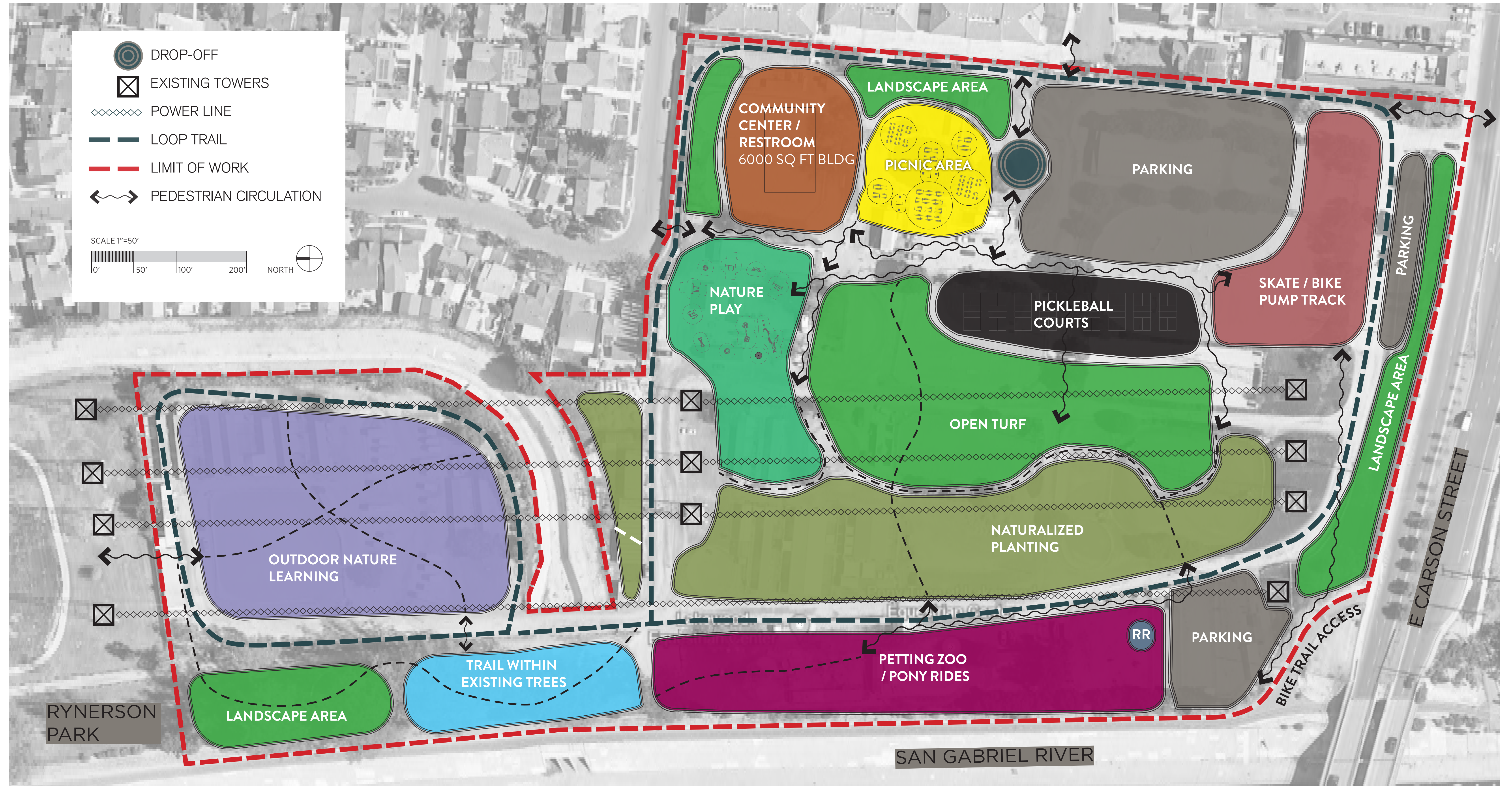
PICNIC AREA: LARGE



PICNIC AREA: SMALL



LANDSCAPE BUFFER AREA



PICKLEBALL



OUTDOOR NATURE LEARNING



COMMUNITY CENTER



NATURE PLAY



SKATEPARK / BIKE PUMP TRACK



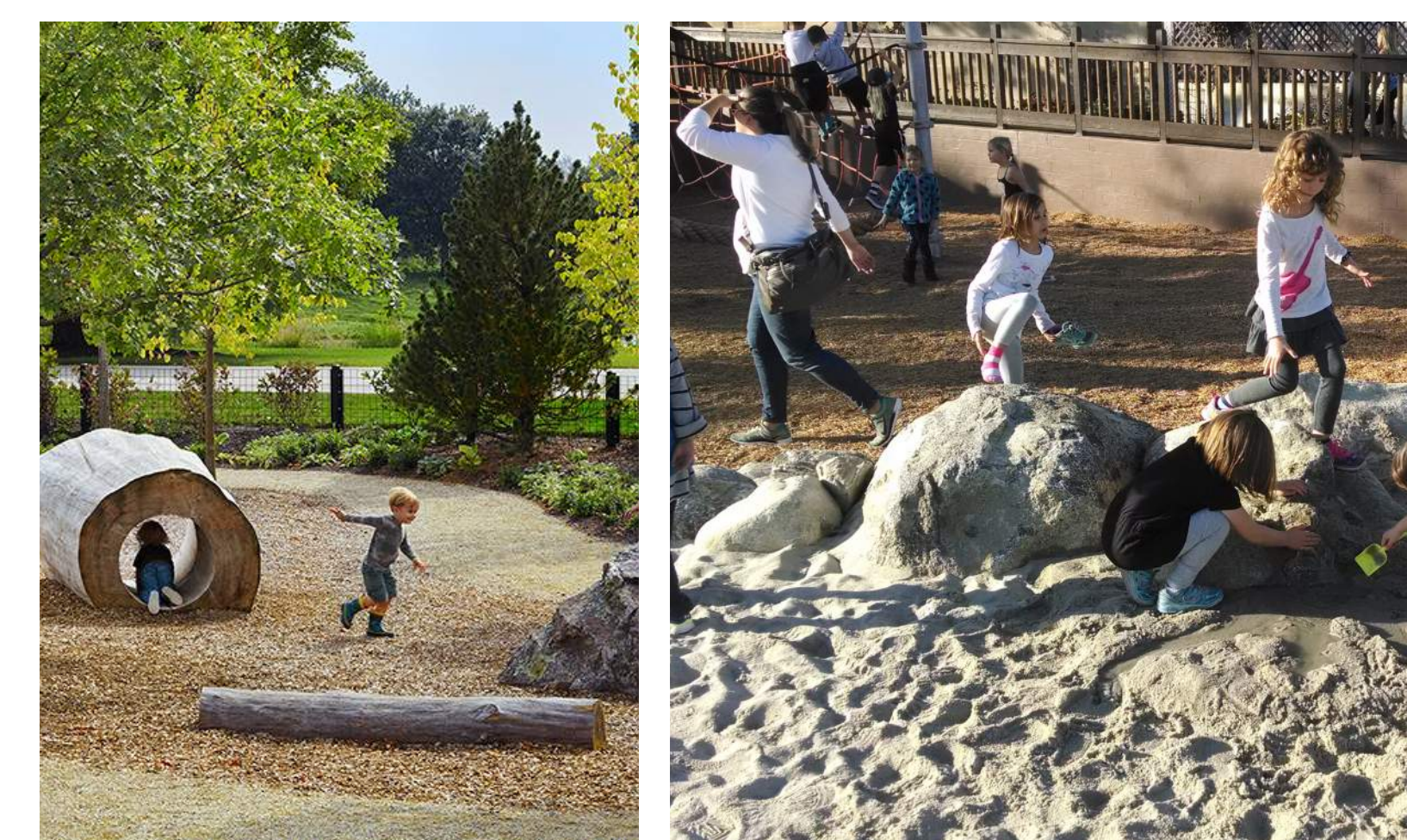
OUTDOOR NATURE LEARNING



COMMUNITY CENTER



COMMUNITY CENTER



NATURE PLAY



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Routine Items

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

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COUNCIL AGENDA

June 25, 2024

TO: The Honorable Mayor and City Council

SUBJECT: Report of Personnel Transactions

<u>Name</u>	<u>Title</u>	<u>Schedule</u>	<u>Effective Date</u>
FULL-TIME EMPLOYEES			
A. Appointments			
Armando Alvarez	Water Utility Worker	12A	06/10/2024
Matthew Padilla	Park Maintenance Worker	10A	06/09/2024
B. Changes			
None			
C. Separations			
None			
PART-TIME EMPLOYEES			
A. Appointments			
Christopher Greenwood	Community Services Specialist	B	06/10/2024
Eduardo Plascencia	Maintenance Trainee I	B	06/10/2024
B. Changes			
Alik Amoranto	Community Services Leader IV Community Services Specialist	B to B	06/09/2024
Robert Chapdelaine	Maintenance Trainee I Maintenance Trainee II	B to B	05/26/2024
C. Separations			
Crystal Garcia	Maintenance Services Aide IV	B	06/04/2024


Thaddeus McCormack
City Manager

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**CITY OF LAKEWOOD
FUND SUMMARY 6/6/2024**

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

1010	GENERAL FUND	795,628.40
1050	COMMUNITY FACILITY	21,517.39
1070	RETIREE BENEFITS	720.00
1090	LAKEWOOD EQUESTRIAN CENTER	22,093.74
1500	MISC-SPECIAL REVENUE FUND	9,315.00
1505	PLHA HOUSING GRANT	2,322.00
1621	LA CNTY MEASURE R	4,114.00
1622	LA CNTY MEASURE M	7,246.00
1640	BEV CONTAINER REC GRANT	1,213.75
3070	PROPOSITION "C"	3,698.15
5010	GRAPHICS AND COPY CENTER	817.09
5020	CENTRAL STORES	5,707.06
5030	FLEET MAINTENANCE	80,257.35
7500	WATER UTILITY FUND	28,229.11
8020	LOCAL REHAB LOAN	5,249.69
8030	TRUST DEPOSIT	10,915.89
		999,044.62

Council Approval

Date

City Manager

Attest

City Clerk

Director of Finance and Administrative Services

CITY OF LAKEWOOD SUMMARY CHECK REGISTER

CHECK DATE	VENDOR NAME	CHECK AMOUNT
06/06/2024	ASSOCIATION OF ENVIRONMENTAL	175.00
06/06/2024	A T & T CORP	372.82
06/06/2024	MARK. ADAM	529.20
06/06/2024	HEALTH AND HUMAN RESOURCES CENTER INC	688.36
06/06/2024	COASTAL OCCUPATIONAL MEDICAL GROUP	90.00
06/06/2024	ALL CITY MANAGEMENT SERVICES INC	11,444.57
06/06/2024	ALLIED REFRIGERATION INC	413.71
06/06/2024	AMAZON CAPITAL SERVICES INC	1,551.81
06/06/2024	AMERICAN TRUCK & TOOL RENTAL INC	944.52
06/06/2024	ATALLA, IBRAHIM	97.50
06/06/2024	B&K ELECTRIC WHOLESALE	500.05
06/06/2024	B&M LAWN AND GARDEN INC	3.23
06/06/2024	BIG STUDIO INC	1,112.15
06/06/2024	BIOMETRICS4ALL INC	70.50
06/06/2024	BISHOP COMPANY	40.78
06/06/2024	BOBCAT OF CERRITOS	7,530.84
06/06/2024	C A L E D	800.00
06/06/2024	CAL STATE AUTO PARTS INC	474.88
06/06/2024	CALIF. STATE DISBURSEMENT UNIT	650.86
06/06/2024	CALIF STATE FRANCHISE TAX BOARD	60.88
06/06/2024	CALIFORNIA ELECTRIC SUPPLY CO	549.97
06/06/2024	LONG BEACH LINCOLN MERCURY INC	323.97
06/06/2024	CINTAS CORPORATION	363.80
06/06/2024	CINTAS CORPORATION	132.12
06/06/2024	CAMERON WELDING SUPPLY	302.08
06/06/2024	COLLEY AUTO CARS INC	28,904.40
06/06/2024	CRAFCO INC	2,829.89
06/06/2024	D&J INTERNATIONAL INC	796.56
06/06/2024	DANIEL'S TIRE SERVICE INC	889.61
06/06/2024	DE LAGE LANDEN FINANCIAL SERVICES	394.81
06/06/2024	DELTA DENTAL OF CALIFORNIA	8,325.87
06/06/2024	DIAMOND ENVIRONMENTAL SERVICES LP	988.37
06/06/2024	DICKSON R F CO INC	103,483.82
06/06/2024	DIRECTV INC	46.25
06/06/2024	DUNRITE PEST CONTROL INC	260.00
06/06/2024	EAST LONG BEACH POOL SUPPLY	919.24
06/06/2024	ELITE SPECIAL EVENTS INC	2,700.00
06/06/2024	ELITE SPECIAL EVENTS INC	2,700.00
06/06/2024	EMPLOYMENT DEVELOPMENT DEPT	40.00
06/06/2024	FAIRWAY FORD SALES INC	189,427.85
06/06/2024	GOVERNANCE SCIENCES GROUP INC	9,900.00
06/06/2024	FULL SAIL ENTERPRISES INC	1,758.25
06/06/2024	GANAHL LUMBER COMPANY	38.70
06/06/2024	GATEWAY CITIES COUNCIL OF GOV'TS	2,322.00

**CITY OF LAKEWOOD
SUMMARY CHECK REGISTER**

CHECK DATE	VENDOR NAME	CHECK AMOUNT
06/06/2024	GOLDEN STATE WATER COMPANY	1,055.59
06/06/2024	GONSALVES JOE A & SON	4,526.00
06/06/2024	HACH COMPANY	46.37
06/06/2024	HACIENDA SOSEGADO LLC	10,836.50
06/06/2024	HARA M LAWNMOWER CENTER	2,156.94
06/06/2024	HAWK, TRUDY (FAHTIEM)	126.75
06/06/2024	HOME DEPOT	7,670.87
06/06/2024	J KIM ELECTRIC INC	31,745.22
06/06/2024	JHM SUPPLY INC	148.78
06/06/2024	JJS PALOMO'S STEEL INC	67.31
06/06/2024	KARTER, JANET	842.40
06/06/2024	KICK IT UP KIDZ LLC	15.60
06/06/2024	KILEY GREGORY THOMAS	3,750.00
06/06/2024	KIM, YVONNE	614.40
06/06/2024	KNOWBE4 LLC	3,510.00
06/06/2024	LAKEWOOD, CITY OF	100.00
06/06/2024	LOMBERA, RICKY	1,250.00
06/06/2024	LOPEZ, ADRIANA	9,315.00
06/06/2024	LEON MANUEL	3,460.00
06/06/2024	MERRIMAC PETROLEUM INC	23,425.94
06/06/2024	MIDAMERICA ADMIN & RETIREMENT	720.00
06/06/2024	NESTLE WATERS NORTH AMERICA	392.08
06/06/2024	O'REILLY AUTOMOTIVE STORES INC	431.31
06/06/2024	ODP BUSINESS SOLUTIONS LLC	1,759.43
06/06/2024	OFFUTT COMPANIES INC	245.84
06/06/2024	OPENGOV INC	26,265.25
06/06/2024	NICK BARBIERI TRUCKING LLC	885.48
06/06/2024	TAYLOR CORPORATION	234.94
06/06/2024	PHAIRAS, MATT	2,500.00
06/06/2024	PIERSON, CLAIRE L	1,574.81
06/06/2024	PIERSON, JEREMY L	425.47
06/06/2024	POLLARD JOSEPH G COMPANY INC	695.27
06/06/2024	LONG BEACH PUBLISHING CO	441.79
06/06/2024	FORREST L STORY	750.00
06/06/2024	PUN GROUP, THE LLP	4,000.00
06/06/2024	CENTAUR HOLDINGS UNITED STATES INC	4,030.74
06/06/2024	RAYVERN LIGHTING SUPPLY CO INC	270.77
06/06/2024	ROGERS, TODD	1,248.34
06/06/2024	ROMBERG MILLING INC	9,435.03
06/06/2024	S & J SUPPLY CO	4,747.38
06/06/2024	SALCEDA LUIS	260.00
06/06/2024	BARRY SANDLER ENTERPRISES	159.65
06/06/2024	SANTA MARGARITA FORD	99,168.73
06/06/2024	SECURITAS TECHNOLOGY CORPORATION	107,659.08

**CITY OF LAKEWOOD
SUMMARY CHECK REGISTER**

CHECK DATE	VENDOR NAME	CHECK AMOUNT
06/06/2024	SIGNAL HILL AUTO ENTERPRISES INC	616.52
06/06/2024	SITEONE LANDSCAPE SUPPLY LLC	6,287.03
06/06/2024	EPICENT LLC	2,400.00
06/06/2024	SMART & FINAL INC	98.83
06/06/2024	SO CALIF SECURITY CENTERS INC	59.24
06/06/2024	SOLID SURFACE CARE INC	4,174.60
06/06/2024	SOMERS ENTERPRISES INC	6,380.00
06/06/2024	SOUTHERN CALIFORNIA EDISON CO	82,277.67
06/06/2024	SOUTHLAND INDUSTRIES	2,826.84
06/06/2024	SPICERS PAPER INC	422.28
06/06/2024	STANDARD INSURANCE CO UNIT 22	2,125.10
06/06/2024	STANDARD INSURANCE CO UNIT 22	10,706.87
06/06/2024	MANCE, MIKE J	15,532.28
06/06/2024	STEIN, ANDREW T	7,515.87
06/06/2024	STEPHENS, ERIC	585.00
06/06/2024	ARIZONA MACHINERY LLC	1,553.34
06/06/2024	SYN-TECH SYSTEMS INC	4,749.06
06/06/2024	T2 SYSTEMS INC	2,539.73
06/06/2024	TENG, WHEA-FUN	216.70
06/06/2024	TGIS CATERING SVCS INC	598.00
06/06/2024	THE RINKS-LAKEWOOD ICE	163.80
06/06/2024	ULINE	3,957.90
06/06/2024	URBAN CONSTRUCTION AND DESIGN SOLUTIONS	9,199.75
06/06/2024	CELLCO PARTNERSHIP	5,372.63
06/06/2024	VISION SERVICE PLAN	4,472.44
06/06/2024	WAIT, STUART	3,324.00
06/06/2024	WALTERS WHOLESALE ELECTRIC CO	9,606.99
06/06/2024	WATERLINE TECHNOLOGIES INC	1,508.22
06/06/2024	WAXIE ENTERPRISES INC	958.32
06/06/2024	WESTERN EXTERMINATOR CO	158.70
06/06/2024	COMPREHENSIVE PRINT GROUP LLC	2,585.15
06/06/2024	WILLDAN ASSOCIATES	39,745.60
06/06/2024	ANDERSON, MELBA	96.00
06/06/2024	BRIGHT PLANET SOLAR	450.00
06/06/2024	BRYANT, NAPOLEON	775.00
06/06/2024	CIC	18.00
06/06/2024	FREEDOM FOREVER	100.65
06/06/2024	FREEDOM FOREVER	199.28
06/06/2024	FREEDOM FOREVER	199.28
06/06/2024	FREEDOM FOREVER	75.19
06/06/2024	KEM, ROSALIE	250.00
06/06/2024	MORENO, ANDRES	16.79
06/06/2024	SOCAL WINDOW PROS	5,231.69

**CITY OF LAKEWOOD
SUMMARY CHECK REGISTER**

**CHECK
DATE**

VENDOR NAME

**CHECK
AMOUNT**

Total:

999,044.62

**CITY OF LAKEWOOD
FUND SUMMARY 6/13/2024**

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

1010	GENERAL FUND	494,691.35
1020	CABLE TV	2,402.94
1030	CDBG CURRENT YEAR	3,225.00
1050	COMMUNITY FACILITY	5,247.31
1070	RETIREE BENEFITS	3,750.00
1090	LAKEWOOD EQUESTRIAN CENTER	9,171.11
1622	LA CNTY MEASURE M	1,232.25
1623	LA CNTY MEASURE W-REGIONAL	653.94
3015	ROAD MAINTC & REHAB ACCT	254,775.64
3070	PROPOSITION "C"	917.57
5010	GRAPHICS AND COPY CENTER	685.66
5020	CENTRAL STORES	1,860.38
5030	FLEET MAINTENANCE	4,245.59
7500	WATER UTILITY FUND	42,942.41
8020	LOCAL REHAB LOAN	57.00
8030	TRUST DEPOSIT	7,600.00
		833,458.15

Council Approval

Date

City Manager

Attest

City Clerk

Director of Finance and Administrative Services

**CITY OF LAKEWOOD
SUMMARY CHECK REGISTER**

CHECK DATE	VENDOR NAME	CHECK AMOUNT
06/13/2024	ACTUARIAL RETIREMENT CONSULTING LLC	3,750.00
06/13/2024	ADAMS-HILLERY SHARRON	3,225.00
06/13/2024	ADVANTAGE MAILING LLC	3,644.73
06/13/2024	AGRI-TURF DISTRIBUTING	1,178.19
06/13/2024	ALEX MACIAS DOG TRAINING LLC	390.00
06/13/2024	AMAZON CAPITAL SERVICES INC	1,470.74
06/13/2024	AMERICAN FLOOR MATS	256.71
06/13/2024	AMERICAN SOCCER COMPANY INC	1,585.96
06/13/2024	ANICETO SANDRA	848.25
06/13/2024	ROSS AVIATION INVESTMENT LLC	6,917.91
06/13/2024	N. HARRIS COMPUTER CORPORATION	31,607.01
06/13/2024	B.R. BREWER SIGN & GRAPHICS	137.81
06/13/2024	BACKSTREET SURVEILLANCE INC	13,254.76
06/13/2024	BEAR COMMUNICATIONS INC	982.33
06/13/2024	BEGINNERS EDGE SPORTS TRAINING LLC	5,768.75
06/13/2024	TWO SHELLS ENTERPRISES INC	238.00
06/13/2024	BLUEBEAM INC	5,340.00
06/13/2024	BOWMAN, RYAN	227.20
06/13/2024	BREA, CITY OF	43,106.50
06/13/2024	CINTAS CORPORATION	131.31
06/13/2024	CJ CONCRETE CONSTRUCTION INC	254,775.64
06/13/2024	CAMERON WELDING SUPPLY	152.26
06/13/2024	PHILIPS-GREEN NICOLE	2,209.00
06/13/2024	DANIEL'S TIRE SERVICE INC	383.29
06/13/2024	DATA TICKET INC	200.00
06/13/2024	DR OFFICE WORKS INC	239,324.07
06/13/2024	DUNRITE PEST CONTROL INC	990.00
06/13/2024	EDCO WASTE SERVICES LLC	453.69
06/13/2024	FIREWORKS & STAGE FX AMERICA	9,500.00
06/13/2024	FOGGIA INC	449.82
06/13/2024	FORTRA LLC	36,000.00
06/13/2024	FRONTIER CALIFORNIA INC	2,357.79
06/13/2024	GALLS PARENT HOLDINGS LLC	368.00
06/13/2024	GANAHL LUMBER COMPANY	594.31
06/13/2024	GARIBALDO'S NURSERY	432.18
06/13/2024	GOLDEN STATE WATER COMPANY	797.23
06/13/2024	GREEN HALO SYSTEMS INC	4,590.00
06/13/2024	HARBINGER HORIZON	1,000.00
06/13/2024	HOME DEPOT	6,499.97
06/13/2024	ISC SALES INC	382.17
06/13/2024	JHM SUPPLY INC	1,557.99
06/13/2024	KDC INC	4,725.00
06/13/2024	KLASSEN WOOD COMPANY	8,096.30
06/13/2024	LAKEWOOD, CITY OF	100.00

**CITY OF LAKEWOOD
SUMMARY CHECK REGISTER**

CHECK DATE	VENDOR NAME	CHECK AMOUNT
06/13/2024	LIFTECH ELEVATOR SERVICES INC	447.00
06/13/2024	LOMBERA, RICKY	1,250.00
06/13/2024	LONG BEACH CITY GAS & WATER DEPT	328.48
06/13/2024	LOS ANGELES CO DIST ATTORNEY	13,247.56
06/13/2024	MACAULAY CHRISTINA	275.00
06/13/2024	MAG-TROL INC	565.14
06/13/2024	MAGIC JUMP RENTALS INC	545.80
06/13/2024	LEON MANUEL	630.00
06/13/2024	MIDWEST MOTOR SUPPLY CO INC	416.28
06/13/2024	MIEIR-KING, RICHARD	364.00
06/13/2024	MORALES ALEJANDRO	1,542.40
06/13/2024	MOLONEY, ANN	56.47
06/13/2024	ODP BUSINESS SOLUTIONS LLC	709.26
06/13/2024	ORKIN SERVICES OF CALIFORNIA INC	258.75
06/13/2024	DY-JO CORPORATION	720.00
06/13/2024	JOYCE LOU INC	523.06
06/13/2024	POLLARD JOSEPH G COMPANY INC	736.29
06/13/2024	READWRITE EDUCATIONAL SOLUTIONS INC	1,180.40
06/13/2024	CERRITOS FORD INC	164.30
06/13/2024	SAFETY-KLEEN CORP	1,013.33
06/13/2024	SCMAF OFFICE	940.76
06/13/2024	SERVICWEAR APPAREL INC	160.14
06/13/2024	SIEGEL, THEODORE	175.00
06/13/2024	SITEONE LANDSCAPE SUPPLY LLC	1,905.07
06/13/2024	SMART & FINAL INC	237.76
06/13/2024	SNAP-ON INDUSTRIAL	1,326.10
06/13/2024	SO CALIF SECURITY CENTERS INC	70.18
06/13/2024	MWB COPY PRODUCTS INC	115.76
06/13/2024	SOLID SURFACE CARE INC	2,710.90
06/13/2024	COMPUTER & PERIPHERALS GROUP	116.43
06/13/2024	SOUTHERN CALIFORNIA EDISON CO	16,024.65
06/13/2024	SOUTHERN CALIFORNIA GAS CO	8,312.89
06/13/2024	SOUTHWEST PATROL INC	1,312.00
06/13/2024	CHARTER COMMUNICATIONS HOLDINGS LLC	10,478.42
06/13/2024	SPICERS PAPER INC	685.66
06/13/2024	SUNSTONE MANAGEMENT INC	6,000.00
06/13/2024	T2 SYSTEMS INC	95.00
06/13/2024	TERRA REALTY ADVISORS INC	1,311.25
06/13/2024	TGIS CATERING SVCS INC	4,631.60
06/13/2024	THURSTON ELEVATOR CONCEPTS INC	1,355.00
06/13/2024	TURF STAR	162.85
06/13/2024	TYLER BUSINESS FORMS	901.46
06/13/2024	ULINE	146.50
06/13/2024	UNDERGROUND SERVICE ALERT	176.25

**CITY OF LAKEWOOD
SUMMARY CHECK REGISTER**

CHECK DATE	VENDOR NAME	CHECK AMOUNT
06/13/2024	USPS-POC	6,672.00
06/13/2024	WALTERS WHOLESALE ELECTRIC CO	590.26
06/13/2024	WATERLINE TECHNOLOGIES INC	3,016.44
06/13/2024	WAXIE ENTERPRISES INC	142.25
06/13/2024	WEST COAST ARBORISTS INC	27,746.70
06/13/2024	WHITTIER, CITY OF	1,617.81
06/13/2024	WILLDAN ASSOCIATES	1,232.25
06/13/2024	WILSON, JOHN III	234.00
06/13/2024	JOHNSON, EULA	250.00
06/13/2024	KITZMILLER, MARYN	27.42
06/13/2024	MUKAI, ROBERT & RUBI	39.08
06/13/2024	OCAJ	9.50
06/13/2024	OCAJ	19.00
06/13/2024	OCAJ	9.50
06/13/2024	OCAJ	19.00
06/13/2024	PLAKS, ANITA	7,500.00
06/13/2024	TEAM CHAMBERLAIN	7.92
Total:		833,458.15

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COUNCIL AGENDA

June 25, 2024

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: Park Development, and Community Promotions committees.

STATEMENT OF FACT

On April 22, 2024, the Park Development Committee met and discussed:

A report was presented on the Monument Sign for the Howard L. Chambers Memorial Tennis Courts at Mayfair Park. The sign is proposed to be installed to the left of the main entrance of the tennis courts. Staff has reviewed the design details for the monument sign and received a proposal from Trader Signs of Anaheim for the manufacturing and placement of the monument sign at a total proposed cost of \$12,863. There may be associated site work to install a concrete mow strip and foundation for the monument sign. This associated site work is estimated to be no more than \$5,000, with formal quotes to be solicited from contractors on the city's CUPCAA list. There are adequate funds in FY24 approved budget for park projects to cover the purchase of the sign and associated site work.

At the CIP Committee meeting held on March 18, 2024, the Committee had no objection to the concept design of the proposed sign and believed the estimated cost for the sign to be reasonable.

The committee directed staff to present the Howard L. Chambers Memorial Tennis Court monument sign proposal to the full City Council and include a synopsis on how Howard Chambers contributed to the Lakewood community in his career as City Manager.

On April 22, 2024, the Community Promotions Committee met and discussed:

Director of Recreation and Community Services, Valarie Frost presented a report, supported with slides, on the request for a practice parade and sponsorship from 605 All-Star Band. The 605 All-Star Band comprises students from Artesia, Bellflower, Cerritos, Gahr, John Glenn, La Mirada, Mayfair and Norwalk high schools. The band has been invited to perform in the 136th Rose Parade and would like to do a practice/training parade locally in advance of the 5.5 mile-long Rose Parade.

Tom Phillips, the 605 All-Star Band's Director, who is also the Director at Mayfair High School, proposed a practice parade on Sunday, December 1, from 1:30 to 3:30 p.m., which would begin at Bellflower High School, south on Woodruff Ave., turning west on South St. and terminating at Mayfair Park. With support from Public Safety, Public Works, and Recreation and Community Services, it is estimated that staffing and supplies would cost the city approximately \$10,000.

Additionally, Mr. Phillips requested monetary support for approximately 150 of the students whom attend Lakewood high schools to assist with the \$572 expense per student to participate in the Rose Parade.

Staff received direction from the committee to:

- Communicate with the City of Bellflower to determine their contribution level toward the 605 All Star practice parade.
- Determine ways to assist the 605 All Star Band with marketing and promotion for the practice parade.

RECOMMENDATION

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



Thaddeus McCormack
City Manager

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COUNCIL AGENDA

June 25, 2024

TO: The Honorable Mayor and City Council

SUBJECT: Monthly Report of Investment Transactions – May 2024

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

Date	Amount at Cost	Investment	Transaction	Rate*
01-May-24	\$ 367.25	FNMA	Interest	0.565%
01-May-24	2,941.50	FNMA	Interest	4.755%
01-May-24	45,220.73	CORP	Maturity	0.981%
01-May-24	50,245.25	CORP	Maturity	0.981%
02-May-24	436,225.38	TREAS	Buy	1.250%
03-May-24	300,073.00	CORP	Buy	4.952%
03-May-24	2,972.50	CORP	Interest	2.900%
03-May-24	46,444.50	CORP	Sell	1.950%
03-May-24	88,244.55	CORP	Sell	1.950%
03-May-24	175,744.50	CORP	Sell	3.300%
03-May-24	229,475.61	CAMP POOL	Interest	5.430%
04-May-24	1,608.75	CORP	Interest	1.650%
13-May-24	3,268.22	CORP	Interest	5.600%
14-May-24	194,563.11	CORP	Buy	3.500%
14-May-24	191,050.83	CORP	Sell	1.050%
15-May-24	13.14	ABS	Interest	0.520%
15-May-24	876.71	ABS	Interest	3.970%
15-May-24	387.50	ABS	Interest	4.650%
15-May-24	366.00	ABS	Interest	3.660%
15-May-24	11,140.63	TREAS	Interest	2.875%

Monthly Investment Transactions
June 25, 2024
Page 2

Date	Amount at Cost	Investment	Transaction	Rate*
15-May-24	446.42	ABS	Interest	4.870%
15-May-24	1,583.33	ABS	Interest	5.000%
15-May-24	359.67	ABS	Interest	3.320%
15-May-24	862.00	ABS	Interest	4.310%
15-May-24	\$ 1,605.50	ABS	Interest	4.940%
15-May-24	375.83	ABS	Interest	4.510%
15-May-24	1,683.29	ABS	Interest	5.690%
15-May-24	518.92	ABS	Interest	4.790%
15-May-24	740.00	CORP	Interest	3.700%
15-May-24	501.21	ABS	Interest	5.230%
15-May-24	902.42	ABS	Interest	4.420%
15-May-24	1,284.17	ABS	Interest	4.600%
15-May-24	637.00	ABS	Interest	5.460%
15-May-24	2.37	ABS	Interest	0.340%
15-May-24	1,130.83	ABS	Interest	5.900%
15-May-24	850.00	CORP	Interest	1.700%
15-May-24	5,046.88	TREAS	Interest	2.375%
15-May-24	1,311.50	ABS	Interest	5.160%
15-May-24	2,027.70	FNMA	Interest	4.506%
15-May-24	47.60	ABS	Interest	0.500%
15-May-24	1,372.88	ABS	Interest	5.230%
15-May-24	833.38	ABS	Interest	3.390%
15-May-24	365.33	ABS	Interest	5.480%
15-May-24	2.89	ABS	Interest	0.380%
15-May-24	1.24	ABS	Interest	0.500%
15-May-24	1,221.21	ABS	Interest	5.530%
15-May-24	3,288.00	ABS	Paydown	0.380%
15-May-24	1,825.25	ABS	Paydown	0.340%
15-May-24	6,829.67	ABS	Paydown	3.970%
15-May-24	2,980.17	ABS	Paydown	0.500%
15-May-24	4,654.25	ABS	Paydown	0.520%
15-May-24	9,154.08	ABS	Paydown	0.550%
16-May-24	124,732.50	CORP	Buy	5.050%
16-May-24	3,500.00	CORP	Interest	3.500%
16-May-24	363.33	ABS	Interest	5.450%
16-May-24	90,188.18	CORP	Sell	4.650%
16-May-24	94,709.57	CORP	Sell	2.875%

Monthly Investment Transactions

June 25, 2024

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Date	Amount at Cost	Investment	Transaction	Rate*
16-May-24	800,000.00	CAMP POOL	Sell	5.430%
18-May-24	1,104.54	ABS	Interest	5.410%
18-May-24	186.50	ABS	Interest	3.730%
18-May-24	2,419.43	ABS	Paydown	3.730%
19-May-24	1,496.25	CORP	Interest	3.150%
20-May-24	\$ 200,089.62	CORP	Buy	5.017%
20-May-24	87,044.18	CORP	Sell	0.855%
20-May-24	104,530.62	CORP	Sell	3.950%
21-May-24	80,000.00	CORP	Buy	5.414%
21-May-24	250,000.00	CAMP POOL	Sell	5.430%
21-May-24	4,500,000.00	CAMP POOL	Buy	5.430%
23-May-24	234,025.28	CORP	Buy	3.100%
23-May-24	90,075.20	CORP	Sell	3.150%
23-May-24	141,171.64	CORP	Sell	4.850%
25-May-24	1,505.94	FNMA	Interest	4.819%
25-May-24	850.50	FNMA	Interest	4.860%
25-May-24	1,472.50	FNMA	Interest	4.650%
25-May-24	1,392.86	FNMA	Interest	4.377%
25-May-24	591.38	FNMA	Interest	5.069%
25-May-24	1,171.92	FNMA	Interest	3.430%
25-May-24	791.67	FNMA	Interest	5.000%
25-May-24	1,074.67	FNMA	Interest	3.224%
25-May-24	1,131.67	FNMA	Interest	4.850%
25-May-24	759.92	FNMA	Interest	3.347%
25-May-24	1,501.00	FNMA	Interest	4.470%
25-May-24	1,094.51	FNMA	Interest	3.243%
25-May-24	1,520.00	FNMA	Interest	4.800%
25-May-24	1,208.10	FNMA	Interest	4.777%
25-May-24	514.69	FNMA	Interest	2.745%
25-May-24	862.23	FNMA	Interest	2.653%
25-May-24	1,309.38	FNMA	Interest	4.190%
25-May-24	269.29	ABS	Interest	5.470%
25-May-24	194.67	FNMA	Paydown	4.777%
25-May-24	555.09	FNMA	Paydown	3.347%
25-May-24	312.12	FNMA	Paydown	4.377%
28-May-24	690.00	CORP	Interest	1.200%
30-May-24	250,302.50	CORP	Buy	5.504%

Date	Amount at Cost	Investment	Transaction	Rate*
30-May-24	187,048.62	CORP	Sell	4.550%
30-May-24	65,676.45	CORP	Sell	2.900%
31-May-24	14,500.00	TREAS	Interest	3.625%
31-May-24	1,687.50	TREAS	Interest	1.250%
31-May-24	1,875.00	TREAS	Interest	0.750%
31-May-24	4,875.00	TREAS	Interest	1.500%
31-May-24	\$ 1,050.00	TREAS	Interest	0.375%
31-May-24	4,650.00	TREAS	Interest	3.875%
31-May-24	8,531.25	TREAS	Interest	2.625%

* Rates shown for MMF, LAIF, and CAMP are distribution yields. All others are coupon rates.

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) Pool and Term

A Joint Powers Authority established in 1989 by the treasurers and finance directors of several California public agencies to provide an investment tool at a reasonable cost. Participation is limited to California public agencies. The Pool option offers daily liquidity with a variable rate of return. In recent years the Term option was added offering an investment tool for a fixed period (up to one year) and a fixed rate of return.

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.

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 United 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 2024.



Jose Gomez
Director of Finance & Administrative Services



Thaddeus McCormack
City Manager

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COUNCIL AGENDA

June 25, 2024

TO: The Honorable Mayor and City Council

SUBJECT: Southeast Los Angeles County Workforce Development Board (SELACO WDB)

INTRODUCTION

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

STATEMENT OF FACTS

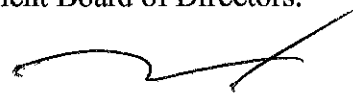
Michael Segura has been the Lakewood Business Representative serving on the Workforce Development Board since October of 2021. As required under the WDB Policy Board Agreement, the selected representative must be approved by the City Council.

Mr. Segura is the owner of a local branch of Farmers Insurance and meets all the requirements of the WIOA as a private sector representative on the Workforce Development Board. Michael currently serves on the Board of Directors for the Greater Lakewood Chamber of Commerce and is quite active in the community. He is a valuable asset on the SELACO WDB.

RECOMMENDATION

It is recommended that the City Council approve the reappointment of Michael Segura to the Southeast Los Angeles County Workforce Development Board of Directors.

Paolo Beltran *PB*
Deputy City Manager


Thaddeus McCormack
City Manager

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COUNCIL AGENDA

June 25, 2024

TO: The Honorable Mayor and City Council

SUBJECT: City Hall Office Improvements – Phase 3 Change Order

INTRODUCTION

Phase two of the City Hall Office Improvements is nearing completion. The first two phases of the project have improved 5,425 SF of office space in the Public Works, Community Development and Lobby areas with upgraded counters, floor plan layout modifications to enhance functionality, new paint, carpet, low voltage data, electrical, and furniture at the cost of approximately \$1,430,744. The 7-year CIP plan/budget adopted by Council in March 2024 has remaining appropriated budget of \$1,400,000 for the completion of City Hall office improvements.

STATEMENT OF FACT

Per the guidance received at the 4/22/2024 CIP Committee meeting, staff has been negotiating a change order with the current contractor, Empire Design and Build. This third phase of the project will include refreshing the office spaces for the RCS, City Clerk and Personnel departments at City Hall. The proposed improvements include demolition and abatement, the installation of new ADA compliant counter components, floor plan modifications to improve departmental functionality, carpet replacement, painting, and minor modifications to existing framing and suspended ceiling tile system to accommodate the proposed improvements. The contractor's proposed cost for the third phase building improvements is \$636,000 which is consistent with costs associated with the first two phases of construction as applied to the scope of the third phase.

The scope of the improvements includes the reconfiguration of interior walls, which necessitates modifications to the existing ceiling tile system. Rather than patch the ceiling tile system, staff is recommending replacement of the entire ceiling tile system in the phase 3 area to provide a better aesthetic product, increase office acoustic performance, and reduce future maintenance costs. The additional cost for replacement in lieu of patching is \$75,000, which will be charged to the "Facilities Renovation – Recurring" project budget as a means of supplementing the "City Hall Office Improvements" project budget.

In addition to the construction costs, staff estimates a cost of \$190,000 to furnish the renovated spaces with new office furniture. With a contingency of \$110,000, the estimated total cost for the third phase of construction is \$1,011,000.

Due to the need to relocate staff during construction, PIO and CM have not been included in this phase. The final phase is estimated to cost an additional \$650,000 which will result in an estimated total City Hall remodel cost of \$2,935,000, of which \$75,000 would be charged to “Facilities Renovation – Recurring” project budget.

No additional appropriation is necessary at this time as Council has approved a total project budget of \$3,030,664.50 consisting of:


\$2,578,760 in City Hall Office Refurbishment Project No. 70131 from Measure L,
\$173,142 in PW/CD Counter Replacement Project No. 70107 from Measure L, and
\$278,432 in PW/CD Counter Replacement Project Project No. 70107 from SB2.


On June 17, 2024 the CIP Committee concurred with staff’s recommendation to bring this item to the Council for approval.

RECOMMENDATION

Staff recommends that the City Council:

- (1) Authorize staff to negotiate and execute a change order to Empire Design and Build, in the amount not-to-exceed \$711,000;
- (2) Authorize staff to issue a purchase order to D & R office works for the additional furniture, in an amount not-to-exceed \$190,000;
- (3) Authorize an additional project contingency of \$110,000.

Kelli Pickler 
Director of Public Works


Thaddeus McCormack
City Manager

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COUNCIL AGENDA

June 25, 2024

TO: The Honorable Mayor and City Council

SUBJECT: Award of Informal Bid for Public Works Projects No. 2024-08; Asphalt Improvements at Mayfair Park Parking

INTRODUCTION

Mayfair Parking Lot requires paving improvements due to the aging condition of the lot. Staff completed an engineer’s estimate to repave and restripe the parking lot which resulted in an estimated project budget of \$198,015. The limit for informal bidding as established by CUPCCAA (California Uniform Public Construction Cost Accounting Act) is \$200,000. Although not currently in the 7-year CIP plan, staff recommends adding a project to the CIP Plan and budget for the “Asphalt Improvements to the Existing Mayfair Parking Lot” to address the condition. The project is eligible for the use of Prop C funds to address the parking lot condition, as DASH operations will be relocated there during Palms Construction. The RCS Department has received permission to utilize the funds as such.

STATEMENT OF FACT

Staff issued a Notice Inviting Informal Bids on May 31st, 2024 to three qualified bidders who are on the City’s Qualified Contractor’s List for asphalt and paving improvements. A pre-bid conference was held on Tuesday June 4th, 2024, and two contractors from the list attended. A bid opening was held on Tuesday June 11th, and both qualified contractors submitted a bid. The bid results are as follows:

RANK	BIDDER	BASE BID AMOUNT
1	RJ Noble	\$209,391.00
2	Onyx Paving	\$239,000.00

Both bids exceeded the engineer’s estimate, however, Section 22034 (d) of the Public Contract Code (PCC) states “ If all bids received are in excess of two hundred thousand dollars (\$200,000), the governing body of the public agency may, by adoption of a resolution by a four-fifths vote, award the contract, at two hundred twelve thousand five hundred dollars (\$212,500) or less, to the lowest responsible bidder, if it determines the cost estimate of the public agency was reasonable.”


Staff recommends awarding the project to RJ Noble at the lump sum price of \$209,391. Staff's engineer's estimate was a reasonable cost estimate based on recent unit pricing for the scope of work. If staff were to have to put the project out to bid formally with development of plans and specifications, there is expected to be significant cost impact due to design and administrative fees involved. Therefore, awarding to RJ Noble at this fee would result in the most cost savings for the City in order to complete the work. The tentative schedule for construction would be between July 22 and August 2.


On June 17, 2024 the CIP Committee concurred with staff's recommendation to bring this item to the Council for approval.

RECOMMENDATION

Staff recommends that the City Council:

- (1) Authorize the use of Proposition "C" funds in the amount of \$209,391 and appropriate the funds into a project account.
- (2) Adopt the working details for the subject project.
- (3) Adopt the Resolution to award a contract for the "Asphalt Improvements to the Existing Mayfair Parking Lot", Public Works Contract 2024-08, in the amount of \$209,391 to the low bidder R.J. Noble, and authorize the Mayor to sign the contract in a form approved by the City Attorney.

Kelli Pickler 
Director of Public Works


Thaddeus McCormack
City Manager

RESOLUTION NO. 2024-36

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD to TO AWARD BID OF THE PUBLIC WORKS CONTRACT NO. 24-08, ASPHALT IMPROVEMENTS TO THE EXISTING MAYFAIR PARKING LOT TO LOW BIDDER R.J. NOBLE UNDER UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT

THE CITY COUNCIL RESOLVES AS FOLLOWS:

WHEREAS, the City of Lakewood adopted the resolution to become subject to the California Uniform Public Construction Cost Accounting Act set forth in Public Contract Code §§ 22000, *et seq.*, on December 14, 2021; and

WHEREAS, the City of Lakewood adopted the informal bidding procedures under the California Uniform Public Construction Cost Accounting Act set forth in Public Contract Code §§ 22000, *et seq.*, establishing an informal bid threshold of under \$200,000; and

WHEREAS, the City of Lakewood has maintained a list of qualified contractors, identified according to categories of work, pursuant to Public Contract Code §§ 22034 (a), and has sent annual notice inviting qualified bidders to designated construction trade journals to apply for the list in 2022, 2023, and 2024; and

WHEREAS, staff developed a reasonable engineer's estimate for asphalt paving improvements for Mayfair Park in the amount of \$198,015 and determined the project to be within the informal bid limit and subject to California Uniform Public Construction Cost Accounting Act informal bid procedures; and

WHEREAS, staff invited three qualified contractors from the California Uniform Public Construction Cost Accounting Act list for the category of work on May 31st, 2024 to informally bid on the subject project; and

WHEREAS, two qualified contractors from the California Uniform Public Construction Cost Accounting Act list for the category of work attended the pre-bid conference held on June 4, 2024; and

WHEREAS, a bid opening was held on June 11,th 2024, and two qualified contractors from the California Uniform Public Construction Cost Accounting Act submitted a cost proposal in excess of \$200,000, with the low bid being from R.J. Noble in the amount of \$209,391; and

WHEREAS, per Section 22034 (d) of the Public Contract Code (PCC), “If all bids received are in excess of two hundred thousand dollars (\$200,000), the governing body of the public agency may, by adoption of a resolution by a four-fifths vote, award the contract, at two hundred twelve thousand five hundred dollars (\$212,500) or less, to the lowest responsible bidder, if it determines the cost estimate of the public agency was reasonable”; and

WHEREAS, the low bid is under the upper threshold of two hundred twelve thousand five hundred dollars (\$212,500) or less, and the cost estimate developed by staff is reasonable”; and

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

SECTION 1. The City Council of the City of Lakewood has hereby determined that the cost estimate of \$198,015 for the subject project and scope of work was reasonable.

SECTION 2. The City Council of the City of Lakewood elects by a four-fifths vote to hereby awards a contract for the “Asphalt Improvements to the Existing Mayfair Parking Lot”, in the amount of \$209,391 to the low bidder R.J. Noble, and authorizes the Mayor to sign the contract in a form approved by the City Attorney.

SECTION 3. The City Clerk is directed to certify the adoption of this resolution.

SECTION 4. *Electronic Signatures.* This Resolution may be executed with electronic signatures in accordance with Government Code § 16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

SECTION 5. The Mayor is hereby authorized to affix his signature to this Resolution signifying its adoption by the City Council of the City of Lakewood, and the City Clerk, or her duly appointed deputy, is directed to attest thereto.

SECTION 6. This Resolution will become effective immediately upon adoption.

ADOPTED AND APPROVED THIS 25TH DAY OF JUNE, 2024.

Mayor

ATTEST:

City Clerk

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TO: The Honorable Mayor and City Council

SUBJECT: Approve Amendment of the Animal Control Agreement

INTRODUCTION

In July 2014, the City entered into a five-year agreement with the Southeast Area Animal Control Authority (SEAACA) for animal control services, and the term of the agreement will expire June 30, 2024.

STATEMENT OF FACT

The proposed amendment includes an increase to the contract rate and a compulsory interest rate on delinquent payments, with all other terms remaining the same as the current five-year agreement.

Services provided under our agreement with SEAACA include returning wayward dogs to owners, handling barking dog complaints, pick-up of deceased animals from public right-of-ways and residences, conducting vaccination/licensing clinics, and responding to non-routine animal control incidents like animal hoarding and vicious animal complaints.

Staff has been satisfied with animal control services provided to Lakewood residents through a contract with Southeast Area Animal Control Authority (SEAACA). The contract has increased in cost by 5.5% from last year to \$857,595. The City has a guaranteed return from SEAACA of \$179,000 in licensing fees, with 50% of any amount that exceeds the guarantee offsetting the remaining contracted amount to \$678,595.


RECOMMENDATION

Staff recommends that the City Council:

1. Approve the amendment with SEAACA for animal control services for a period ending June 30, 2025, in an amount not to exceed \$ 857,595 per year, in a form approved by the City Attorney and authorize the signature by the Mayor.



Kelli Pickler *for*
Director of Public Works



Thaddeus MacCormack
City Manager

RENEWAL OF AGREEMENT FOR
ANIMAL CONTROL SERVICES
BETWEEN THE CITY OF LAKEWOOD AND
SEAACA

Per Section 5 of the Agreement dated July 1, 2009, the undersigned agree to extend the agreement for animal control services dated the 1st day of July 2009 under the same terms and conditions for one year commencing July 1, 2024, and ending June 30, 2025, except as further amended as follows:

1. Revise Section II, Item 2. a) - to establish a new contract rate not-to-exceed \$ 857,595. All other conditions of said section to remain the same.

The Agreement of July 1, 2009, as previously amended, is reaffirmed in all other aspects, except as amended herein. Dated the 25th day of June 2024.

SERVICE PROVIDER

CITY OF LAKEWOOD

SEAACA EXECUTIVE DIRECTOR

MAYOR

APPROVED AS TO FORM:

ATTEST:

CITY ATTORNEY

CITY CLERK

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COUNCIL AGENDA

June 25, 2024

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 2024-2025 Pacific EH&S, Inc. there will be a change to their hourly rate. The billing rate for the consultant's time and materials will be \$130.00 per hour. City staff has budgeted \$23,700 in the 2024-2025 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, 2024.

1. Section 2 of the Agreement is amended to extend the term for one year, commencing on July 1, 2024 and ending on June 30, 2025, 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 EH&S SERVICES, INC.

Mayor

Attest:

Title

City Clerk

Approved as to form

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COUNCIL AGENDA

June 25, 2024

TO: The Honorable Mayor and City Council

SUBJECT: Professional Services Agreement with Harris Computer Corporation

BACKGROUND

It has been over four years since the City took over utility billing operations from Fathom Water Management, Inc. (Fathom) following their sudden closure in late 2019. A major factor in the success of the transition was utilizing what the City termed as the “general contractor” model where the City entered into individual agreements with Fathom’s former vendors to provide services directly to the City similar to the previous Fathom model. The vendors had familiarity and possession of City data that facilitated a smoother transition for the City and utility customers.

At its December 10, 2019 meeting, the City Council authorized staff to enter into three (3) year agreements with the following five vendors that created the “general contractor” model. Attached is a diagram illustrating their role within the utility billing workflow:

<u>Vendor Name</u>	<u>Primary Task(s)</u>
• Advanced Utility Systems (AUS) / Harris	Customer Info System (CIS)/Billing
• WaterSmart	Customer Online Portal Interface
• Paymentus	On-line/Electronic Payments
• Utilitec	Print/Send Bills
• Neptune	Collect Meter Reads

After almost three years of successful operations, at its October 25, 2022 meeting the City Council authorized additional three (3) year agreements with the vendors (sans Utilitec who was replaced by InfoSend in 2021). This extended the “general contractor” model through December 2025.

While this latest set of agreements provides for services over the next 18 months, staff is allowing for this time to review the full needs of the utility billing and customer service division and make a recommendation to the Council that staff believes will more fully transition the City away from the model employed by Fathom and into the next phase of City-operated utility billing.

TRANSITION STATUS

While the City’s transition away from Fathom in 2019 required an all-hands collaborative effort, staff has been very pleased overall with the transition as it had a minimal impact on customers and has actually improved the service level the City is able to offer customers.

- **No mobile workforce management (MWM) solution** – During the transition, the City could not come to an agreement with Fathom’s workforce management software provider (CityWorks) due to cost. As a result, staff opted for a manual, paper-oriented system to process work orders. While this process works for staff, it remains highly inefficient, ripe for errors and overall challenging for staff. This inefficiency intensified following the implementation of State-mandated notification requirements in Senate Bill (SB) 998 that were implemented in 2023.
- **Non-integrated customer engagement portal** – Customers may access the City’s customer engagement portal (CEP) via WaterSmart where they are able to view and pay their bill, enroll in paperless billing, sign-up for leak alerts, or update their contact information. This information relies on an integration between the City’s CIS and the CEP to allow data to be shared between the two platforms. This integration however is not automated and requires City staff to manually generate, download, process, and then upload these data files. In addition to being time consuming for staff, the data shared between the two systems is delayed by 24 hours and is not updated over holidays, weekends, or overnight.

PROPOSED SOLUTION

Staff attended multiple industry conferences and trade shows, participated in various product demonstrations, and utilized independent software consultants to assist in the evaluation as part of its due diligence process. Subsequently, staff has been in discussions with Harris. Staff believes that with the current agreements set to expire in December 2025, now is an opportune time for the City to address these challenges by negotiating an extension to the current agreement.

The proposed upgrade has the following three key components:

- Upgrade the City’s CIS system from V3 to V5 (most current version).
- Implement a mobile workforce management system compatible with CIS.
- Implement a fully integrated customer engagement portal compatible with CIS.

An important part of the negotiations that greatly helps minimize the cost to the City is the proposed seven-year agreement with Harris. While staff is keenly aware of the term being relatively lengthy, it believes it will be to the benefit of the City for the following reasons:

- **Consistency and experience** – Harris has been providing utility billing software to the City for over four years with almost 30 years of overall experience in the software industry. Most other software providers cannot match the experience and stability offered by Harris. Following Fathom’s closure, these attributes are invaluable as one of the City’s primary objectives has been to reduce the impact on customers. This agreement is certainly in line.
- **Cost and scope** – Harris is offering to upgrade its software with no direct cost for it, in exchange for a longer-term agreement. Because utility billing software implementations are expensive, long, and disruptive endeavors, often taking 18-24 months to complete, there is little to no benefit for the City to frequently “shop” for a new software vendor.

- **Familiarity** – Harris helped guide the City during the period immediately following Fathom’s closure and that familiarity will help during a software upgrade as they are already familiar with the City’s processes post-Fathom.

The one-time cost to implement a mobile workforce management software, a new customer engagement portal, and upgrade to V5 is \$133,572. It is also prudent to include a 15% contingency (\$20,036), to be used only if needed. The combined amounts total \$153,608. Additionally, there are annual reoccurring support/maintenance costs for these enhancements that incrementally total \$125,493 above the current annual costs of \$401,344. This additional amount is included in the recently-adopted 2024-2026 Budget.

	One-Time	Current Annual	New Annual	Net Increase
CIS*	\$ 464,000	\$ 340,000	\$ 433,000	\$ 93,000
Customer Portal	78,000	61,344	41,400	(19,944)
Workforce Management	48,162	-	52,437	52,437
Additional Data Conv.**	7,410	-	-	-
Subtotal	\$ 133,572	\$ 401,344	\$ 526,837	\$ 125,493
Contingency (15%)	20,036	-	-	-
Total	\$ 153,608	\$ 401,344	\$ 526,837	\$ 125,493

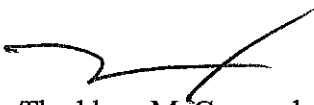
* Upgrade offered at no cost to the City in exchange for a seven-year agreement.
 ** Additional data conversion required by City retention policy

Overall, the proposed upgrade will more comprehensively complete the software transition away from Fathom that was initiated almost five years ago. Staff believes these enhancements will allow for an improved level of service offered to customers for the first time since Fathom’s closure. This item was presented to the Water Resources Committee at their June 10, 2024 meeting. They reviewed it and subsequently recommended approval by the City Council.

RECOMMENDATION

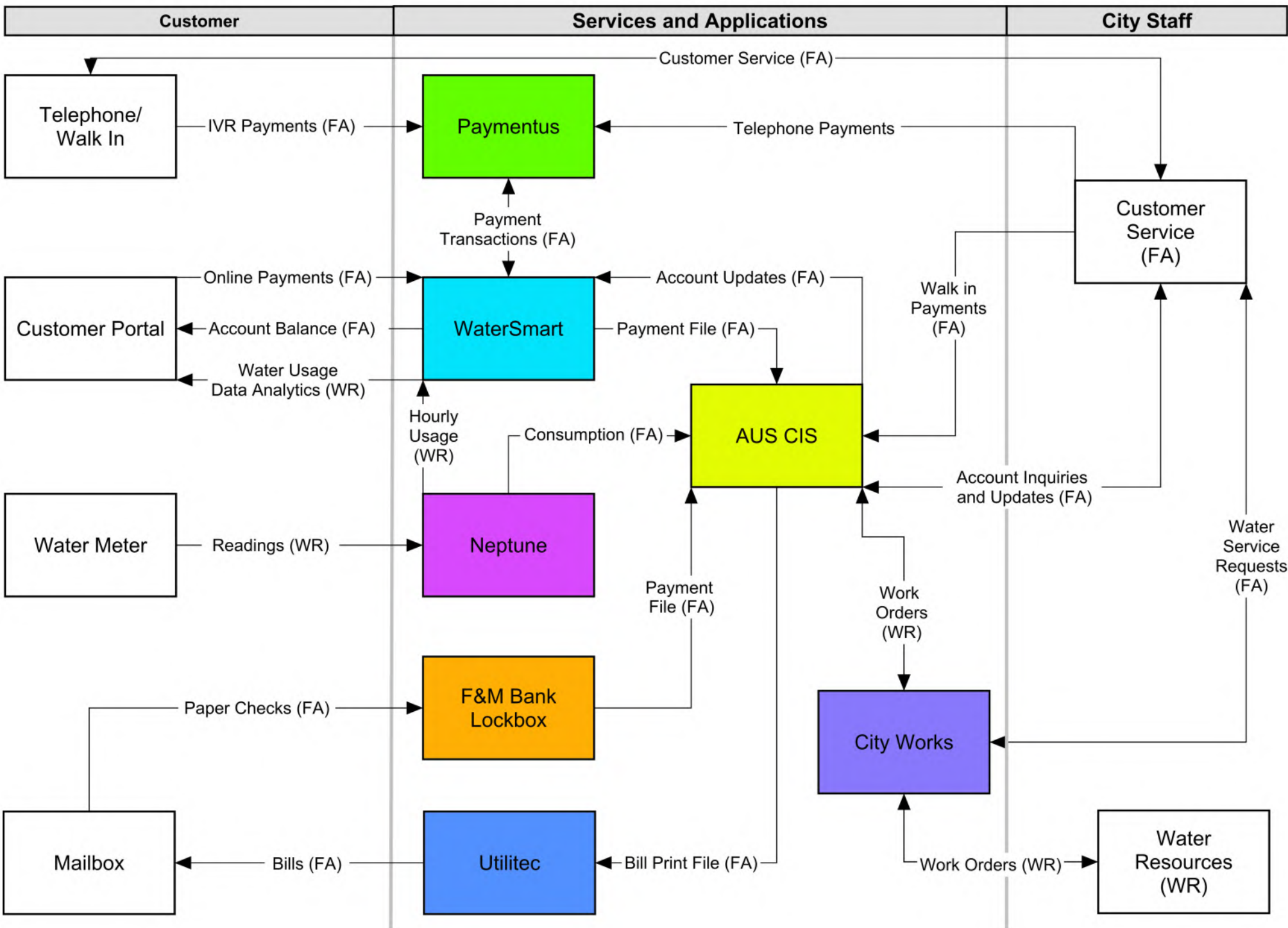
It is recommended that the City Council authorize the City Manager to enter into an agreement with Advanced Utility Systems in an amount not to exceed \$153,608 for the upgrade of the City’s utility billing software and extend the City’s Master Service Agreement with Harris Computer Corporation.


 Jose Gomez
 Director of Finance & Administrative Services


 Thaddeus McCormack
 City Manager

City of Lakewood - Utility Billing System Workflow

(WR) Water Resources
(FA) Finance Administration





**City of Lakewood, CA
Statement of Work
Infinity CIS V3 to V5 Upgrade
Including Customer Self-Service
Portal and Mobile Workforce
Management
(Hosted)**

Created: April 18, 2024
Valid Until: July 18, 2024

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SOW Version Control

Version Number	Purpose/Change	Author (s)	Date
1	Creation of SOW	Pav Sekhon	April 16, 2024
1.1	Change to 7 yrs of data conversion + addition of 15 MWM users + proration of annual fees.	Pav Sekhon	June 3, 2024

Introduction

The project is defined as the upgrade of Infinity CIS, by Advanced Utility Systems ("Advanced") for City of Lakewood, CA ("Lakewood") . The current Infinity CIS Version 3 ("V3") instance will be upgraded to Infinity CIS Version 5 ("V5"), delivered via the Infinity Cloud Platform and will replace the current Orion Hosted version of Infinity CIS.. Additionally, optional value-add software solutions including Accelerated Innovations (AI) MyMeter Customer Self-Serve portal (CSS) and Service-Link Mobile Workforce Management (MWM) will be deployed as a part of the scope of this project.

This document describes the Scope of Work ("SOW") to be delivered by Advanced, as well as defines the principal activities and deliverables of both Advanced and Lakewood for this project.

The project as outlined in this Scope of Work ("SOW") encompasses all aspects of Lakewood's Infinity CIS v5 upgrade, including but not limited to project management, requirements gathering, data integrity and clean up, data conversion, configuration including interfaces, and training.

Lakewood Points of Contact

Primary Point of Contact (POC) :

Name	Andrew Camacho
Title	Admin Services Manager
Organization	City of Lakewood
Address	5050 Clark Avenue, Lakewood
Phone	562-866-9771 Ext:2606
Email	acamacho@lakewoodcity.org
Website	https://www.lakewoodcity.org/Home

Project Scope

Advanced and Lakewood agree to cooperatively manage the cost, schedule, and scope of the project. Project scope is limited to the tasks and deliverables identified in this SOW and responses to the functional requirements attached to this document. Items not included in this SOW and its appendices are to be considered out of scope.

Advanced will provide the following services in regard to the Infinity CIS v5 to Lakewood:

1. Project Management.
2. Solution Overview Session:
 - a. Advanced and Lakewood will confirm and clarify requirements related to configurations, interfaces, and reports.
3. Data Integrity check and clean-up of Infinity CIS V3 data in Lakewood's upgrade environment.
4. Conversion:
 - a. Related to data from Infinity CIS Version 3 to Infinity CIS v5.
 - i. Advanced will convert up to seven (7) years of data from Infinity CIS V3.
 - b. Related to current Bill Print(s)/Notice(s)/Receipts formats from Crystal Reports XI to Crystal Reports 2013 (as confirmed during the Solution Overview session).
 - c. Related to Advanced created custom reports format from Crystal Reports XI to Crystal Reports 2013. Reports are summarized in "Appendix 2 - Reports" and will be confirmed during the Solution Overview session.
 - d. Related to interfaces as identified in Task 2.
 - e. Related to required billing formulas.
5. Data refreshes (Initial, Functional, ITC, UAT, Go-Live).
6. Software installation deployed
 - a. Software within scope of this project:
 - i. Advanced Infinity CIS V5, in a hosted Infinity Cloud environment
 - ii. Accelerated Innovation MyMeter Customer Self-Serve portal (CSS),
 - iii. Service-Link Mobile Workforce Management (MWM), in a hosted Infinity Cloud environment
 - iv. Advanced REST API.
7. Training:
 - a. Related to remote web-based Core Team system overview of new features and navigation of Infinity CIS V5,
 - b. Related to remote web-based End User Training on new features and navigation of Infinity CIS V5. Onsite delivery of this training is optional and available upon request at additional cost.
8. Technical Support.

Definitions

Name	Definition
Baseline Accounts	A cross selection of account types and services that are used for testing purposes the Infinity CIS solution.
BRD	Business Requirements Document created by Advanced that defines the requirements for software modification(s) and non-configurable interfaces required by Lakewood.
CIS	Customer Information and Billing System.
Cloud Platform	The underlying networking, storing, compute, security and monitoring infrastructure which provisions access to Infinity CIS
Infinity CIS	The Advanced Customer Information and Billing System.
CIS Solution	All Advanced licensed software (Infinity CIS) and related implementation services.
Lakewood Owned Control Forms	Configuration areas of the system that are the responsibility of the Lakewood (including but not limited to service orders, actions, letters, security, admin).
Configuration	Changes to the software that do not require source code or structural data model changes.
Core Team Training	Instructor-led training delivered remotely by Advanced to the identified Project Team members of Lakewood on the generic CIS Solution
Defect - High	<p>A code or configuration defect that makes a component of the CIS Solution unusable or inoperable. This error is a loss of the capability of the CIS Solution to perform an important business function.</p> <p>High defects include (i) loss of the capability of the CIS Solution to perform an important business function; (ii) a workaround does not exist, and testing this function cannot be performed until the problem has been corrected.</p>
Defect - Medium	A code or configuration defect that significantly limits the CIS Solution's ability to conform to the documentation. This limitation stops the user from performing the normal use of the CIS Solution; however, a mutually agreed upon workaround does exist. Testing can continue on a module of the CIS Solution with a workaround.
Defect - Low	A code or configuration defect that limits the capability of the CIS Solution but is cosmetic or minor in nature. There is a practical workaround, or the defect does not impact Lakewood's operation of the CIS Solution in any significant respect.

End User Training	Instructor led (remotely) of the CIS Solution delivered by Advanced in coordination with the Lakewood Core Team to Lakewood employee base utilizing specific areas of the system.
Modification	A change to the code base or a structural data model change.
CIS Infinity V3	Lakewood's current customer information and billing system to be replaced by Infinity CIS V5.

Roles and Responsibilities

The roles and responsibilities are summarized below and further detailed by task and subtask in "Appendix 1 - Table of Responsibilities" (Deliverables).

Advanced Responsibilities:

1. Advanced will maintain project communications with Lakewood's Project Manager.
2. Advanced will manage the efforts of the Advanced staff and coordinate Advanced activities with the Lakewood's Project Manager.
3. Advanced will conduct regular (e.g. weekly or as required) telephone status report conversations with the Lakewood's Project Manager.
4. Advanced will participate in weekly reviews with Lakewood's project team. Participation can be waived by mutual agreement.
5. Advanced will provide timely responses to critical issues raised by Lakewood's Project Manager.
6. Advanced will prepare and submit a status report that includes: the accomplishments of the previous month, activities planned for the current month and an update to the Project Schedule in Smartsheet format, as well as an update to the action item list.
7. Advanced will prepare and submit project change proposals to Lakewood's Project Manager as necessary.
8. Advanced will monitor the project to ensure that Advanced resources are available as scheduled.
9. Advanced will coordinate and oversee the installation of all Advanced licensed software.
10. Advanced will install all Advanced licensed software in one (1) production and one (1) test instance and will support the Advanced-hosted Infinity Cloud Production environment throughout the implementation, and both hosted environments after implementation and Go-Live.
11. Advanced will coordinate and oversee the implementation efforts of all modifications and interfaces identified in this SOW (exclusive to the Infinity CIS v5 side of the interface).
12. Advanced will monitor and support all testing phases, i.e., Functional, Integrated, and User Acceptance Testing. Application consultants will be available to answer questions and resolve issues generated during testing.

Lakewood Responsibilities:

1. Lakewood will provide the information required to configure and convert data into the CIS Solution.
2. Lakewood will establish a Project Team that is representative of the operational areas that will be affected by this project.
3. Lakewood will designate a Project Manager who will manage the efforts of Lakewood Project Team and/or staff and coordinate activities with the Advanced Project Manager.
4. Lakewood's Project Manager must ensure that Lakewood's personnel have the time, resources, and expertise to carry out their respective tasks and responsibilities to meet the project plan dates.
5. Lakewood's Project Manager or designee will participate in the scheduled (e.g. weekly or as required) status meetings with the Advanced Project Manager.
6. Lakewood will review current business practices, consider and/or adopt new business practices as needed.
7. Lakewood will provide timely responses to critical issues raised by the Advanced Project Manager.
8. If this project requires onsite presence, Lakewood will make available meeting spaces as required for project meetings. Meeting spaces should be equipped with a white board and markers, flip chart, LCD projector, conference phone and internet connection.
9. If this SOW requires on-site presence, Lakewood shall establish a training/testing room that will provide space, computers (with necessary software) and access to the software for the number of users specified in the contract. The training room will be equipped with a white board and markers, flip chart, LCD projector, conference phone and internet connections.
10. Lakewood will ensure mutually agreed upon Change Orders are approved and process in accordance with the Change Order Procedure.
11. Lakewood Staff will attend scheduled training sessions.
12. Lakewood will perform testing as required including functional testing, integration testing, and user acceptance testing and will provide the documented test cases and results to Advanced utilizing the Advanced Testing Tool (Smartsheet).
13. Lakewood will perform manual cutover tasks identified in the data conversion and the cutover plan.
14. With support from Advanced, Lakewood will be responsible to create, configure and test all Lakewood Owned Control Forms (including but not limited to service orders, actions, letters, security, admin). Optional training related to these activities is available upon request at additional cost.
15. Lakewood must update V5 control forms upon applying any changes to control forms in V3.
16. Lakewood must communicate and coordinate V3 rate changes with the Project Team.

Constraints and Assumptions

1. All prices are quoted in US dollars.
2. The anticipated duration of this project is estimated to be 10-14 months. The Advanced PM and the Lakewood PM will finalize the project schedule within 2 weeks of the Project Kickoff meeting. Any changes to the project timeline during the project are to be communicated and reviewed by the Project Sponsors of Lakewood and at Advanced. Changes affecting the overall scope of the project or project schedule may necessitate the use of a Scope of Work Amendment process. (See Change Control).
3. The Fixed Cost will be firm for the services identified herein throughout the project's duration. If circumstances occur that result in delays to the project or changes in scope, any extensions will be reviewed and managed via the Change Control Process.
4. Lakewood must update CIS Infinity V3 production environment to the recommended v3 release prior to project initiation.
5. Direct write access to the Infinity CIS database is not permitted. Any existing interfaces requiring write access to the database, including but not limited to those using stored procedures or database triggers must be modified to leverage REST, SOAP, or AIM-based technologies.
6. Lakewood recognizes that this is a project and not normal daily operations. All team members may not be accustomed to the demands of a project and will have to readily adjust to the needs of meeting deadlines and multi-tasking for this project to be successful.
7. Staffing issues will be resolved between Lakewood and the Advanced Project Managers. Both parties will make every reasonable effort to maintain stable project staffing for the life of the project and minimize disruption to the project.
8. Lakewood will strive to make a reasonable effort to minimize the impact of competing initiatives within the organization that may have a negative impact on the project. If this cannot occur:
 - a. Lakewood will define an escalation path that defines who can resolve resource allocation conflicts, determine the priority of the conflicting work, and communicate with the affected parties, including the Project Managers of both projects.
 - b. Advanced will make commercially reasonable efforts to work around any conflicting priorities. Depending on the length of time the resource is not available and task the conflict occurs on, this could result in a delay in the project schedule. If these delays result in extended project timelines, a Change Order will be issued to outline the impacts on schedule and cost.
 - c. Impacts and/or changes to project resources by either party are the responsibility of that same party to replace and provide knowledge transfer that will mitigate the risk of the resource loss.
9. Prompt decision-making and problem resolution will be required to achieve an on-time, on-budget project completion. It is expected most decisions and/or problems will be resolved within five (5) business days (or to a mutually agreed to timeframe). Reasonable efforts will be made to meet the requirements.
10. Lakewood will empower Lakewood's project team members to make decisions related to configuration and business processes. For some key decisions Lakewood team may be required to elevate the decision process to the executive team. Lakewood will work to minimize the escalation of

decisions to keep the decision process as streamlined and timely as possible.

11. Lakewood and Advanced will ensure their respective Project Team members are available for meetings, workshops, discussions and conference calls upon request by either organization with reasonable notice. All Project Team members will respond to information requests by either organization within five (5) Business Days unless otherwise agreed to, to minimize delays in the project.
12. Both parties agree to work a reasonable number of additional hours (when required) to help complete project deliverables and project timelines as agreed upon by both Project Managers.
13. All Lakewood and Advanced Project Team members are expected to take normal vacation and holiday days throughout the course of the project except during stages of the project where their presence is critical.
14. Lakewood is willing to consider and implement, when mutually acceptable, Advanced "Best Practices" to minimize the need for software modifications to the extent these practices meet the CIS Solution Requirements.
15. Advanced will recommend configurations and processes based on its industry experience and knowledge of the Advanced solution. Lakewood is willing to consider and implement, when mutually acceptable, Advanced' "Best Practices" to minimize the need for software modifications to the extent these practices meet the CIS Solution Requirements. This may not always be possible, but Lakewood will approach each opportunity from this perspective. In the event that Lakewood rejects any of Advanced Best Practices recommendations, Lakewood will be required to sign an acknowledgement of such decision. This document will describe Advanced's concerns about Lakewood's requested functionality, and Lakewood's acceptance that a subsequent reversal or modification of such functionality shall be considered an increase in project scope at the agreed upon hourly rate. Furthermore, this document shall describe any impact to Advanced's ability to provide ongoing support, including any impacts to the annual software subscription fee.
16. When onsite Advanced agrees to work within Lakewood standard business hours whenever possible with the understanding that travel days may impact onsite days. Additionally, it is important to note that there may be times in the project where key staff may be required to work extra hours or hours outside of the standard business hours. For example, cutover is typically done over the weekend.
17. Advanced will provide standard test cases based on standard product functionality. Lakewood is responsible for creating and executing any additional or custom test cases (as required).
18. Lakewood and Advanced will each assign a Project Manager to lead and guide their respective teams throughout this engagement.
19. Lakewood and Advanced will each secure the appropriate staff from their teams in a timely fashion in order to discuss or review the various materials produced when required.
20. Lakewood and Advanced agree to facilitate any required corporate logistics for the fulfillment of this agreement.
21. Lakewood and Advanced will provide access and support from their respective IT Groups and any other stakeholders, as deemed necessary by Customer and Advanced throughout this engagement.
22. Lakewood will provide the appropriate remote access to its network, facilities and systems, as may be required to perform activities from one of Advanced's locations. Advanced shall abide by all rules and directions of Lakewood when accessing networks,

facilities, or systems. Please note that multiple concurrent Advanced users must be allowed timely access to relevant client servers.

23. Advanced will work with Lakewood and all third-party vendors referenced in Task 2, Subtask 2.1 to ensure a successful project. However, Lakewood will secure, as required and in a timely fashion, the assistance and cooperation of third-party vendors to ensure a successful project. A change order may be created if the third-party vendor is unavailable or non-cooperative and, as such, results in an impact to the schedule or effort.
24. Any and all SLA credits are specific to the products and services for which fail to meet standards outlined in the SLA and apply to no other products or services.

Task 1 – Project Management

Project management occurs throughout the project. Advanced will have primary responsibility for the successful completion of this project as defined in the Scope of Work, including the management of all Advanced resources and tasks. Advanced will be responsible for conducting project-related administrative activities including the development and updates, as required, to the project schedule. The Advanced Project Manager (PM) will provide oversight and guidance to Advanced staff to ensure the successful completion of Advanced-led/assigned activities and related project tasks. Similarly, the Lakewood Project Manager ("PM") will provide oversight and guidance to Lakewood staff to ensure the successful completion of Lakewood led/assigned activities and related project tasks.

Subtask 1.1 – Project Planning

Advanced and Lakewood will partner together for successful project execution. Project Initiation will involve all members of the Advanced and Lakewood project team. Prior to the remote Project Kickoff meeting, Advanced and Lakewood will assemble their respective teams who will review this SOW in preparation of the Project Kickoff meeting. It is also highly recommended that the Lakewood review the Infinity CIS V5 upgrade documentation prior to the Project Kickoff meeting.

The Project Schedule for Lakewood identifies the activities, deliverables and resources required for the successful upgrade of Infinity CIS V5. The Advanced PM and the Lakewood PM will review the Project Schedule and internal project dates that may affect project milestones (for example, third-party delivery dates). Lakewood is responsible for managing the timelines and deliverables of any third-party vendor, to ensure they meet the requirements of the approved Project Schedule. The Advanced PM and the Lakewood PM will finalize the project schedule within 2 weeks of the Project Kickoff meeting.

Any changes to the project timeline during the project are to be communicated and reviewed by the Project Sponsors of Lakewood and at Advanced. Changes affecting the overall scope of the project or project schedule may necessitate the use of a Scope of Work Amendment process. (See Change Control).

Subtask 1.2 – Change Control Process

Advanced will coordinate a joint effort with Lakewood to document a Change Control process to manage project scope. The Change Control process will identify how changes are initiated and their impact on the project will be identified, documented and communicated to Lakewood. Appropriate sign-off channels will be developed for Change Order approval.

Subtask 1.3 – Status Reports

Status reporting provides a mechanism for monitoring and controlling the project progress.

Advanced will use various methods to communicate regularly with Lakewood including status reports and status meetings. Additional project

communications will be performed via E-mail and telephone on an as needed basis.

Advanced Project Manager will attend status meetings with Lakewood Project Manager either in person or via telephone conference call to focus on project status/progress, issues which could impact project schedule, technical or operational issues affecting the project and risk assessment. These meetings shall occur on a weekly basis.

Advanced will provide a weekly status report documenting work in progress compared to schedule, issues, actions, risks and budget. Advanced will also provide a monthly summary of project progress, including significant risks and issues resolved and significant risks and issues raised.

Subtask 1.3 - Deliverables

Subtask 1.3 Deliverables	<ul style="list-style-type: none">• Weekly Status Meeting and Report• Monthly Project Progress Summary
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Subtask 1.4 - Quarterly Sponsor Review

Advanced will prepare a Quarterly Sponsor Review to be attended by project management and project sponsor staff from both Lakewood and Advanced. The quarterly sponsor review meeting will review progress to date, future actions, and will validate, on a quarterly basis, that the Go Live date is still achievable for both parties. The dates for these meeting will be determined jointly by the Lakewood and the Advanced PM.

Subtask 1.4 - Deliverables

Subtask 1.5 Deliverables	<ul style="list-style-type: none">• Quarterly Sponsor Review
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Task 2 – Infinity CIS v5 Interfaces

This section delineates the integration of Advanced CIS Infinity V5 within the project's scope. It specifies the interfacing of Infinity CIS V5 with Lakewood's existing systems. Should these integrations necessitate development work on the interfaced systems, any related vendor costs will be borne by Lakewood and are outside this project's scope.

Advanced is responsible for documenting the progress of all development activities, irrespective of whether they are performed by Lakewood or by Advanced, in the weekly status reports.

Interfaces from Infinity CIS V3 will be migrated to the Infinity Cloud Platform version of Infinity CIS V5 unchanged, employing the same methods as previously used, assuming there are no direct database connections.

Subtask 2.1 – Infinity CIS V3 Interfaces

Subtask 2.1.1 – Neptune Meter Reading Interface

Infinity CIS V5 will support a two-way batch file interface between CIS and Neptune meter reading software.

The interface will support the export of account and meter details from CIS to Neptune, as well as the import from Neptune to CIS Infinity of the meter data reads used for billing purposes.

The interface will use the export and import file layouts configured in CIS V3.

Action	Responsible Party
Configure the meter reading export as per CIS V3 layout.	AUS
Configure the meter reading import as per CIS V3 layout.	AUS
Provide instruction on how to run the import and export processes in CIS V5	AUS
Test the meter reading export and import processes in CIS V5	Lakewood

Subtask 2.1.2 – Infosend Bill Print Interface

Infinity CIS V5 will support a one-way batch interface to export bill details from CIS to the bill print provider, Infosend, that will generate and mail out customer bills.

The layout of the bill print file (EBP) will be configured as per CIS V3.

Action	Responsible Party
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Configure the EBP file as per CIS V3	AUS
Provide instruction on how to generate the EBP file in CIS V5	AUS
Test the EBP file with the third-party bill print provider.	Lakewood

Subtask 2.1.3 – Meter Change Import Interface

Infinity CIS V5 will support a one-way batch file interface to import in CIS meter changes provided by a third-party solution.

The layout of the meter change file will be configured as per CIS V3.

Action	Responsible Party
Configure the meter change as per CIS V3 layout.	AUS
Provide instruction on how to run the meter change import process in CIS V5	AUS
Test the meter change import process in CIS V5	Lakewood

Subtask 2.1.4 – OCR Payment Import Interface

Infinity CIS V5 will support a one-way batch file interface to import utility customer payments coming from a configurable file.

The import file will be configured in CIS V5 using the layout associated with the CIS V3 'OCR Import' process.

Action	Responsible Party
Configure the OCR File Import interface as per CIS V3 'OCR Import' process.	AUS
Provide instruction on how to run the OCR File Import process in CIS V5	AUS
Test the OCR File Import process in CIS V5	Lakewood

Subtask 2.1.5 – Balance Adjustment Import Interface

Infinity CIS V5 will support a one-way batch file interface to import customer balance adjustments from a configurable file.

The import file will be configured in CIS V5 using the layout associated with the CIS V3 'OCR CIS3 Import' process.

Action	Responsible Party
Configure the Balance Adjustment Import interface as per CIS V3 'OCR CIS3 Import'.	AUS
Provide instruction on how to run the Balance Adjustment Import process in CIS V5	AUS
Test the Balance Adjustment Import process in CIS V5	Lakewood

Subtask 2.1.6 – Notices Interface

Infinity CIS V5 will support a one-way batch interface to export delinquent customer details from CIS to the notice print provider, Infosend, that will generate and mail out door hanger notices.

The layout of the door hanger notices file will be configured as per CIS V3.

Action	Responsible Party
Configure the door hanger notices file as per CIS V3	AUS
Provide instruction on how to generate the door hanger notices file in CIS V5	AUS
Test the door hanger notices file with the third-party notice print provider.	Lakewood

Subtask 2.1.7 – Collection Agency Interface

Infinity CIS V5 will support a one-way batch interface between CIS and Lakewood's collection agency.

The interface will export a file containing delinquent customer information from CIS, to be used by the collection agency.

The layout of the collection agency export file will be configured as per CIS V3.

Action	Responsible Party
Configure the collection agency export interface as per CIS V3.	AUS
Provide instruction on how to run the collection agency file export process in CIS V5	AUS
Test the collection agency file export process in CIS V5	Lakewood

Subtask 2.2 – Additional Interfaces & Modifications

For new interfaces added to scope, that are not currently in Infinity CIS V3, Advanced will create a Business Requirements Document (BRD) for each interface requiring development effort from Advanced (not applicable to existing Lakewood interfaces).

Subtask 2.2.1 – Paymentus Autopay Enrolment Import

Infinity CIS V5 will support a one-way batch file interface between CIS Infinity and Paymentus to import online customer autopay(ACH) enrolment from Paymentus to CIS.

Action	Responsible Party
Provide the Autopay Enrolment file layout	Lakewood
Complete the Autopay Enrolment file data mapping	AUS, Lakewood
Provide Autopay Enrolment Import BRD	AUS
Approve the Autopay Enrolment Import BRD	Lakewood
Configure the Autopay Enrolment Import.	AUS
Provide instruction on how to run the Autopay Enrolment Import	AUS
Test the Autopay Enrolment Import process in CIS V5	Lakewood

In the event that any additional modifications, interfaces, integrations not listed above are identified during the project implementation, the jointly developed Change Order process as defined in Subtask 1.2 will be followed.

Subtask 2.3 – Reports

As a part of Lakewood’s code and system audit, completed as a separate engagement, Advanced has identified 432 custom reports within Lakewood’s V3 system. Out of the 432 reports identified, 20 reports have been custom developed by Advanced, and 8 have been identified as no longer required by Lakewood. Included within the scope of this SOW, Advanced will convert 12 reports to CIS Infinity V5. Please refer to “Appendix 2 – Reports” for a complete list of the reports that will be converted as part of this engagement.

Should Lakewood require additional custom reports or modifications to current reports, requests will be managed through the Change Control process, as detailed in Subtask 1.2.

Task 3 - Implementation Approach

This task covers the implementation approach Advanced will take to upgrade and reimplement Lakewood’s CIS Solution. Advanced will implement a phased approach as described herein.

Subtask 3.1 - Phase 1 - Project Initiation

The Advanced PM will work with the Lakewood Project Manager and staff to organize project information for the preparation of the Project Schedule (see Task1). The Advanced PM will organize and present all the information required to start the project and will, at a minimum, address the following areas:

- Project Schedule,
- Software Provisioning on in the Advanced Infinity CIS Cloud Platform
- Core Team and End User Training Course Syllabus',
- Issues Tracking Tool set-up and overview,
- Access to CIS Infinity Entity Relationship Diagram and Data Dictionary,
- Project Team Contact List which includes users that need access to the Issues Tracking Tool,
- Overview of the operations of Infinity CIS V5 via online conference,
- Solution Overview Session agendas delivery and review.

The Advanced PM will oversee the daily activities of the project and work in conjunction with the Lakewood's Project Manager and staff to ensure effective management of staff resourcing, forward planning initiatives and day to day project deliveries.

Subtask 3.1 - Deliverables

Subtask 3.1 Deliverables	<ul style="list-style-type: none"> • Project Kickoff Meeting • Initial Project Schedule • Training Course Agenda • Issues Tracking Tool Overview • Project Team Contact List
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Subtask 3.1 - Entry Criteria

<u>Criteria</u>	<u>Responsible Party</u>
✓ Contracts signed	Advanced and Lakewood
✓ Transition discussion from Sales to Professional Services	Advanced and Lakewood
✓ Project Team identified	Advanced and Lakewood

Subtask 3.1 - Exit Criteria

<u>Criteria</u>	<u>Responsible Party</u>
✓ Infinity Cloud base environment provisioned and signed off	Advanced
✓ 3.1 Deliverables completed	Advanced

Subtask 3.2 - Phase 2 - Solution Overview

Advanced will review the Lakewood's Infinity CIS V3 configuration to provide an association between Lakewood's business practices and the required Infinity CIS v5 configuration.

The Solution Overview will be led by Advanced and will be the basis for how Advanced will configure and convert the items within the scope of the project.

Subtask 3.2.1 - Solution Overview Workshop

Advanced will conduct the Solution Overview to appropriately review and confirm all required information for the areas listed below. Advanced and Lakewood will identify the necessary Lakewood staff needed to attend these workshops two to four weeks in advance.

The Solution Overview will include:

- 1. Foundation:** Review of the Infinity CIS V3 basic system setup areas and logical business rules including but not limited to account types, services, and customer/account information.
- 2. Billing:** Review of the Infinity CIS V3 meter reading to billing process with a review of all processing and exceptions reporting.
- 3. Rates:** Review of the rate tariff, formulas, proration, and multipliers configured in Infinity CIS V3.
- 4. Cashiering:** Review of all payment types, interfaces, automated clearing house, endorsements, receipts, miscellaneous and unapplied payments processing configured in Infinity CIS V3.
- 5. Collections:** Review of all Infinity CIS V3 collections procedures, payment arrangements, exemptions, penalties, notices, disconnections, agency, add to tax/liens, tax certification, bankruptcy, and write-off processes including all applicable fees.
- 6. Infinity Cloud Platform Endpoint Connectivity**
Network connectivity between Lakewood's on-premise systems and the Infinity Cloud Platform requires Lakewood on Microsoft ExpressRoute, or an IPSEC VNET-to-VNET VPN tunnel. Here Advanced captures and reviews the networking details to permit connectivity between those client premise systems and the Infinity Cloud Platform.

Subtask 3.2.1 - Deliverables

Subtask 3.2.1 Deliverables	<ul style="list-style-type: none">• Solution Overview Workshop• Solution Overview Document
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Subtask 3.2.1 - Entry Criteria

<u>Criteria</u>	<u>Responsible Party</u>
✓ Solution Overview Workshop Agenda delivered.	Advanced

Subtask 3.2.1 - Exit Criteria

<u>Criteria</u>	<u>Responsible Party</u>
✓ Lakewood Core Team and/or SME's attendance at Solution Overview Workshop.	Lakewood
✓ Solution Overview Workshops conducted.	Advanced
✓ Solution Overview Document delivered.	Advanced
✓ Review and edits/Sign Off of Solution Overview Document 10 days from receipt of each iterative version.	Lakewood

Subtask 3.3 - Phase 3 - Interface Discovery

Advanced will conduct an Interface Discovery Analysis Workshop for interfaces listed in Task 2 - Subtask 2.2. Advanced will provide a Discovery Agenda for these sessions.

Lakewood will identify necessary Lakewood staff needed to attend this workshop two weeks in advance. Advanced will review with Lakewood all interfaces identified in Task 2 - Subtask 2.2, to be implemented in Infinity CIS V5.

Advanced will create a detailed Business Requirements Document (BRD) and a Use Case Document for each interface and modification listed in Task 2 - Subtask 2.2 for review and acceptance by Lakewood.

Advanced will review the documentation with Lakewood remotely and update as required.

Subtask 3.3 - Deliverables

Subtask 3.3 Deliverables	<ul style="list-style-type: none"> • Interface Discovery Agenda • Interface Discovery Workshop.
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Subtask 3.3 - Entry Criteria

<u>Criteria</u>	<u>Responsible Party</u>
✓ Interface Discovery Agenda delivered.	Advanced
✓ Interface file layout(s) and sample files provided for each interface.	Lakewood
✓ 3 rd Party Vendor participation secured (if applicable).	Lakewood

✓ Staff SME participation secured.	Lakewood
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Subtask 3.3 - Exit Criteria

<u>Criteria</u>	<u>Responsible Party</u>
✓ Interface Discovery Workshop complete.	Advanced
✓ SME attendance and 3 rd Party Vendor (if applicable) attendance at Interface Discovery Workshop.	Lakewood
✓ Business Requirements Document(s) delivered.	Advanced
✓ Review and Sign Off of Business Requirements Documents within ten (10) days from receipt of each iterative version.	Lakewood

Subtask 3.4 - Phase 4 - Other Discoveries

The following Discovery Workshops will be completed as part of this project:

Subtask 3.4.4 - Accelerated Innovations (AI) MyMeter Customer Self-Serve portal (CSS) Discovery

Accelerated Innovation (AI) is a subcontractor of Advanced and their terms and conditions can be found at Appendix 2. Advanced and AI will conduct a CSS Discovery Workshop. This workshop will be led by Advanced and AI and will review Lakewood's customer portal configuration requirements including a detailed review of Lakewood's business rules and technical environment.

Prior to the start of the workshop, Lakewood will complete the CSS Checklist provided by Advanced.

Advanced will deliver a CSS Discovery Document that will include the Technical Checklist..

Subtask 3.4.4 - Deliverables

Subtask 3.4.4 Deliverables	<ul style="list-style-type: none"> • CSS Discovery Workshop • CSS Technical Checklist • CSS Discovery Document
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Subtask 3.4.4 - Entry Criteria

<u>Criteria</u>	<u>Responsible Party</u>
✓ CSS Technical Checklist delivered	Advanced
✓ CSS Technical Checklist complete and returned 2 weeks prior to Discovery Workshop	Lakewood
✓ CSS Discovery Agenda delivered	Advanced

Subtask 3.4.4 - Exit Criteria

<u>Criteria</u>	<u>Responsible Party</u>
✓ Infinity CEP Discovery Workshop conducted	Advanced
✓ SME attendance at Discovery Workshop	Lakewood
✓ Infinity CEP Discovery Document delivered	Advanced
✓ Infinity CEP Discovery Document reviewed and signed off 10 days from receipt	Lakewood

Subtask 3.4.5 - ServiceLink Mobile Workforce Management (MWM) Discovery

Advanced and ServiceLink will conduct a MWM Discovery Workshop. This workshop will be led by Advanced or a partner and will review Lakewood's mobile service order requirements including a detailed review of Lakewood's business rules and technical environment.

Prior to the start of the MWM workshop, Lakewood will complete the Infinity MWM Checklist provided by Advanced. Advanced will deliver an MWM Discovery Document that will include the Technical Checklist.

Subtask 3.4.5 - Deliverables

Subtask 3.4.5 Deliverables	<ul style="list-style-type: none"> • MWM Discovery Workshop • MWM Checklist • MWM Discovery Document
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Subtask 3.4.5 - Entry Criteria

<u>Criteria</u>	<u>Responsible Party</u>
• MWM Checklist delivered	Advanced
• MWM Checklist complete and returned 2 weeks prior to Discovery Workshop	Lakewood
• MWM Discovery Agenda delivered	Advanced

Subtask 3.4.5 - Exit Criteria

<u>Criteria</u>	<u>Responsible Party</u>
• MWM Discovery Workshop conducted	Advanced
• SME attendance at Discovery Workshop	Lakewood
• MWM Discovery Document delivered	Advanced
• MWM Discovery Document reviewed and signed off within ten (10) days from receipt	Lakewood

Subtask 3.4.6 - SmartVX (Welcome Videos)

SmartVX is a Harris platform for generating personalized video from templates with customer-specific content. It provides tailor-made experience to customers viewing the video.

By integrating with SmartVX, Infinity CIS can provide the ability to generate videos for billing and onboarding. These videos can be embedded in different forms of communication, such as emails, ebills and letters, that you send to your customers. They can also be embedded on your customer facing web portal to enhance your customers' experience.

Subtask 3.4.6 Deliverables

- SmartVX Discovery Workshop for Welcome Videos
- SmartVX Technical Checklist.
- SmartVX Discovery Document.

Subtask 3.4.6 - Entry Criteria

Action	Responsible Party
SmartVX Technical Checklist delivered.	Advanced (with help from SmartVX)
Discover SmartVX features that client will use (e.g. Billing Video, Welcome Video)	Advanced (with help from SmartVX)
Provide logo, contacts, links to be embedded in the videos	Client
Create video templates and configure SmartVX dashboard	Advanced
Configure Infinity CIS to integrate with SmartVX	Advanced
Training on embedding SmartVX video in customer emails, letters, etc.	Advanced

Subtask 3.4.6 - Exit Criteria

Action	Responsible Party
SmartVX Discovery Workshop conducted.	Advanced (with help from SmartVX)
Discover SmartVX features that client will use (e.g. Billing Video, Welcome Video)	Advanced (with help from SmartVX)
Provide logo, contacts, links to be embedded in the videos	Client
Create video templates and configure SmartVX dashboard	Advanced
Configure Infinity CIS to integrate with SmartVX	Advanced
Training on embedding SmartVX video in customer emails, letters, etc.	Advanced

Subtask 3.5 - Phase 5 - Data Integrity Check/Clean-Up & Initial Data Conversion/Configuration

The following activities related to data integrity validation, clean-up, data conversion, and configuration will be completed as part of this project:

Subtask 3.5 - Version 3 Data Integrity Check and Clean-up

Prior to the Infinity CIS V5 upgrade conversion, the V3 Integrity Check will be run by Advanced in coordination with Lakewood within the V3 Upgrade Environment. The V3 Upgrade Environment must be refreshed from production by Lakewood prior to running the V3 Integrity Check. The V3 Integrity Check will report on data integrity issues within the V3 database, which, if not resolved, will prevent the successful upgrading of the V3 database to the Infinity CIS V5 database.

The V3 Data Integrity Check will find and report on data integrity issues, such as missing links (orphaned records), code lookups and unpopulated required fields, Advanced staff will analyze issues reported by the Integrity Check and prepare SQL scripts as required to resolve data issues and to review with the Lakewood team via a Data Discovery session. Data fixes will be applied by Advanced in the upgrade environment. Lakewood will review data fixes and once approved, Lakewood will run scripts and make data changes in V3 Production Environment.

Subtask 3.5 - Deliverables

<p>Subtask 3.5 Deliverables</p>	<ul style="list-style-type: none"> • Run V3 Integrity Check on CIS Infinity V3 upgrade environment (Refreshed), • Identify, resolve and update data changes into CIS Infinity V3 upgrade Environment prior to the initial conversion of the V3 database to Infinity CIS V5, • Initial software configurations, • Develop and run V3 data clean up scripts in the V3 upgrade environment prior to the initial conversion of the V3 database to Infinity CIS V5, • Refresh V3 upgrade environment from V3 Production environment.
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Subtask 3.5 - Entry Criteria

<u>Criteria</u>	<u>Responsible Party</u>
✓ New data cut that includes 100% of the agreed upon data from CIS V3 and provided no later than two (2) weeks prior to Initial Rollout.	Lakewood
✓ Data Validation parameters finalized.	Advanced and Lakewood
✓ Functional Discovery Document signed off per timelines outlined in project schedule and no later than two (2) months prior to scheduled rollout.	Lakewood
✓ Baseline Accounts established, documented and provided to Advanced.	Lakewood

Subtask 3.5 - Exit Criteria

<u>Criteria</u>	<u>Responsible Party</u>
✓ Initial Configuration complete to include no less than 70% of the total configuration requirements outlined in the Functional Discovery Document, excluding all configurable interfaces.	Advanced
✓ Data Validation reviewed jointly and anomalies under investigation by both parties.	Advanced and Lakewood
✓ All generic testing documents delivered including conversion and end-to-end testing.	Advanced
✓ Review of Issues Tracking Tool.	Advanced
✓ Commencement of conversion testing against Baseline Accounts.	Lakewood

Subtask 3.6 - Infinity CIS v5 Initial Upgrade Conversion, Data Validation and Testing

Once the V5 data integrity and cleanup process is complete Advanced will convert Lakewood's V3 data and load into Lakewood's Infinity CIS V5 environment.

Advanced will supply a data validation report confirming both Version 3 and Infinity CIS v5 systems are in balance and will release the system for testing by Lakewood.

The initial Infinity CIS v5 Upgrade Conversion will average one to two days. The length of time necessary for conversion is dependent on several key factors including the size of the current database and number of years of data being converted.

NOTE: The upgrade conversion routine does not automate the upgrade of interfaces, Lakewood security settings, hyperlinks, saved reporting criteria, information bars, billing formulas, bill prints, notices & receipts and custom reports. Advanced and Lakewood will need to configure these manually as identified below.

Advanced is responsible for converting/configuring the following:

- All billing formulas required by Lakewood in Infinity CIS V5,
- Current receipts,
- Bill Print(s) Notices,
- Endorser,
- Reports identified in "Appendix 2 - Reports",
- Generic Information Bars,

- Interfaces (Delivered at Integration Testing).

Lakewood is responsible for converting/configuring the following:

- User security,
- Hyperlinks,
- Configuration of security is required for the Integration Testing phase.

Prior to the completion of the Initial Upgrade Conversion Lakewood will select a group of Baseline Accounts. Baseline Accounts provide Lakewood's staff with a point of reference when completing testing. The Baseline Accounts represent a cross-section of account types and include accounts handled differently than "normal" accounts. For example, a sample of an account for each rate code, an account with automatic withdrawal, accounts with multiple meters, and account with compound meters are all examples of accounts that should be included in Lakewood's Baseline Accounts, as applicable.

As part of the Initial Upgrade Conversion, Lakewood will undertake testing of the Infinity CIS V5 Upgrade conversion. Lakewood's project manager will coordinate the completion of the Infinity CIS V5 Upgrade conversion testing and submit any issues identified in Team Support. This testing will provide Advanced with information relating to upgrade conversion anomalies to be corrected. Re-testing of identified conversion issues will be necessary.

During Initial Upgrade Conversion testing (and subsequent test phases), Advanced will access Lakewood's server in order to upload data corrections, with the assistance of Lakewood's technical staff. The users will re-test anomalies based on initial test results and established Baseline Accounts.

Subtask 3.6 Deliverables	<ul style="list-style-type: none"> • Advanced Convert CIS Infinity Version 3 database to Infinity CIS V5 database • Advanced Deliver Data Validation Report which validates conversion accuracy between V3 and V5, • Advanced Review and deliver initial V5 data conversion load with Lakewood, • Advanced Time the process to convert and load data, • Advanced Configure generic Information Bars, • Lakewood Review and approve the Data Validation Report, • Lakewood Run reports currently used by Lakewood for balancing system in V3 and V5 to confirm versions are in balance,
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- | | |
|--|---|
| | <ul style="list-style-type: none">• Lakewood Load refreshed Infinity CIS V5 test database onto hosted secure storage (required for troubleshooting and billing formula conversion),• Lakewood Identify Baseline Accounts for testing,• Lakewood Create test scripts and share with Advanced,• Lakewood Run Infinity CIS V5 Data Validation Tool to compare and validate V3 data. |
|--|---|

Subtask 3.7 - Phase 6 - Customer Training

Advanced will provide 2 weeks of Customer Training conducted remotely via WebEx

The Customer Training sessions will include:

- Core Team Training:
 - Training designed to train users on the new user interface (UI) and changes in key functional areas including AccountView, Main Menu, User Task Inquiry, New Services, Moves, Cash, Billing, Collections, Filters/Criteria, Service Orders, Letters, Email Management. Core Team training assumes users are familiar with Version 3 and Lakewood's business processes and does not include introductory or basic training to users unfamiliar with Version 3 functionality and processes.
- Reports Training,
- Security Training,
- End User Training.

Onsite training is available upon request at additional cost and will be managed according to the Change Order process as defined in Subtask 1.2.

Subtask 3.7 - Deliverables

Subtask 3.6 Deliverables	<ul style="list-style-type: none"> • Standard Infinity CIS V5 Training Agendas • Completion of Instructor-Led remote Customer Training
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Subtask 3.7 - Entry Criteria

<u>Criteria</u>	<u>Responsible Party</u>
✓ Agenda delivered	Advanced
✓ Where applicable, Training Room/workstations/software/participants available for training	Lakewood
✓ Infinity CIS V5 System QA'd and prepared for Training	Advanced

Subtask 3.7 - Exit Criteria

<u>Criteria</u>	<u>Responsible Party</u>
✓ Instructor-Led remote Training delivered	Advanced
✓ 90% Attendance rate from Customer at all sessions	Lakewood

Subtask 3.8 - Phase 7 - Reports Development and Delivery

Reports in Infinity CIS V3 identified during Reports Discovery will be converted to Infinity CIS V5 system for review and acceptance by Lakewood.

Any custom reports identified in "Appendix 2 - Reports" will be developed and delivered by Advanced by ITC1. Custom reports unidentified in "Appendix 2 - Reports" will be recognized as out of scope and follow the Change Order Process.

Subtask 3.8 - Deliverables

Subtask 3.8 Deliverables	<ul style="list-style-type: none"> • Reports are ready for Lakewood to test
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Subtask 3.8 - Entry Criteria

<u>Criteria</u>	<u>Responsible Party</u>
✓ TeamSupport Tickets created for each report identified in "Appendix 2 - Reports".	Advanced

Subtask 3.8 - Exit Criteria

<u>Criteria</u>	<u>Responsible Party</u>
✓ Delivery of reports identified in "Appendix 2 - Reports"	Advanced

Subtask 3.9 - Phase 8 - Interface Delivery

Once an interface has been implemented, unit tested and tested internally by Advanced, Lakewood will be notified that the interface is ready to be released and available for testing or Lakewood will be notified that the interface is ready to be released and deployed in Lakewood's environment through an executable or build.

Subtask 3.9 - Deliverables

Subtask 3.8.1 Deliverables	<ul style="list-style-type: none"> • Interfaces are ready for Lakewood to test
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Subtask 3.9 - Entry Criteria

<u>Criteria</u>	<u>Responsible Party</u>
✓ TeamSupport Tickets are created for each interface identified in Subtask 2.	Advanced
✓ 3 rd Party Vendor participation in Interface testing (if applicable).	Lakewood

Subtask 3.9 - Exit Criteria

<u>Criteria</u>	<u>Responsible Party</u>
✓ Interfaces are configured and ready for testing in Lakewood's environment.	Advanced
✓ Testing of interfaces with 3 rd party vendor participation (if applicable) completed.	Lakewood

Subtask 3.10 - Phase 9 - Software Testing

Advanced will support all software testing through possible combinations of onsite support, remote support and video conferencing online support. Validated testing criteria will be used to determine if the testing phase is complete and the system is ready for the next cycle of testing. The Advanced PM will provide Lakewood with generic test scripts. Modification of test scripts to match Lakewood's specific business scenarios is the responsibility of Lakewood. From the test scripts Lakewood will create an ITC Plan (Integration Testing Cycle), and User Acceptance Test (UAT) Plan.

At the start of each test cycle, a full data conversion using a fresh data extract will be performed to exercise the data conversion process and to update any required data fixes that are found through testing. Data Conversion is an iterative process and will require fixes throughout all testing phases based on the outcomes of each testing phase.

With each data conversion Advanced will provide and Lakewood will verify all balancing metrics that were agreed upon in the Data Conversion Discovery. Deficiencies found during the Software Testing Phase will be entered into the Issues Tracking Tool for the correction of configuration, data conversion and/or system deficiencies. Deficiencies will be entered into the Issues Tracking Tool by Lakewood. The Issues Tracking Tool maintains a history of analysis and problem resolution.

The Issues Tracking Tool will be managed and maintained by the Advanced PM and will be reviewed with both Advanced and Lakewood staff to ensure the issues are being actively worked and tested. The Advanced PM will be proactive in the resolution of items logged in the Issues Tracking Tool so that they will be resolved within a timely manner. The Advanced PM or designate will document to the Lakewood Project Manager (in detail) the issue or defect, the resolution or workaround alternative, if applicable.

Advanced will provide a technical point of contact during all testing phases, Advanced will provide responses that include justification and mitigation plans, where applicable.

Lakewood will provide Advanced with evidence through Test Cases utilizing the Advanced Testing Tool (Smartsheet) and various other methods of testing documentation that testing is being done and progressing through the test phases.

The software testing phase is divided into the following test cycles:

Subtask 3.10.1 - Functional Testing

Functional testing will utilize the Baseline Accounts to confirm that the data conversion and basic functions in the system are working as expected. Individual accounts will be reviewed and will run through a meter to cash process.

Functional Testing is modular and does not test the system end-to-end utilizing interfaces.

Subtask 3.10.1 - Functional Testing Deliverables

Subtask 3.10.1 Deliverables	<ul style="list-style-type: none"> • Functional Test Data Conversion Refresh and Validation Report.
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Subtask 3.10.1 - Entry Criteria

<u>Criteria</u>	<u>Responsible Party</u>
✓ Configuration complete in accordance to the requirements outlined in the Solution Overview Document and excluding all interfaces and modifications.	Advanced
✓ Data Refresh timelines recorded for the data cut, conversion and load.	Advanced and Lakewood
✓ Customized Testing Documents designed, and functional test cases created in Advanced Testing Tool.	Lakewood
✓ Executed Contract with Payment Processor.	Lakewood

Subtask 3.10.1 - Exit Criteria

<u>Criteria</u>	<u>Responsible Party</u>
✓ Testing of all applicable functional modules using customized test documents and test cases, reporting any anomalies in Issues Tracking Tool.	Lakewood
✓ Retesting of fixed conversion items, testing of conversion additions and report anomalies in Issues Tracking Tool.	Lakewood
✓ Functional Data Validation jointly reviewed and anomalies under investigation by both parties.	Advanced and Lakewood
✓ Rates Testing Completion and anomalies reported in Issues Tracking Tool.	Lakewood
✓ Successful resolution of 70% of critical configuration type tickets reported no less than 15 days from scheduled ITC Refresh start date.	Advanced
✓ Backup and Restore Site Failover Testing.	Advanced

✓ Connectivity validated between CIS platform test instance and dependent systems.	Advanced
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Subtask 3.10.2 - Integration Testing Cycle (ITC)

ITC will utilize test scripts/cases customized by Lakewood to confirm that the data conversion and business processes are functioning as expected.

ITC is intended to exercise full scale testing of the system incorporating the testing of interfaces and modifications scheduled for ITC. It includes testing of all end-to-end processes and all Lakewood Owned Control Forms (including but not limited to service orders, actions, filter/criteria, letter generation, security admin).

Subtask 3.10.2 - Integration Testing Deliverables

Subtask 3.10.2 Deliverables	<ul style="list-style-type: none"> • ITC Data Conversion Refresh and Validation Report • ITC Build Release for Interfaces/Integrations and Modifications
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Subtask 3.10.2 - Entry Criteria ITC

<u>Criteria</u>	<u>Responsible Party</u>
✓ Completion of testing of all applicable functional modules using customized test documents and test cases and anomalies reported in Issues Tracking Tool.	Lakewood
✓ Customized Testing Documents designed, and ITC test cases created in Advanced Testing Tool.	Lakewood
✓ Successful retesting of fixed conversion items and testing of remaining conversion additions. Anomalies reported in Issues Tracking Tool.	Lakewood
✓ ITC Data Validation reviewed jointly and anomalies under investigation by both parties.	Advanced and Lakewood
✓ Rates Testing Completed and any anomalies reported in Issues Tracking Tool.	Lakewood
✓ Successful resolution of 70% of critical path configuration type tickets reported no less than ten (10) days from ITC Refresh start date.	Advanced
✓ Interfaces completed.	Advanced
✓ Lakewood Owned Control Forms 60% completed which must include Service Order Types.	Lakewood
✓ CSS configuration/GUI commencement.	Advanced
✓ MWM configuration.	Advanced

✓ Lakewood AUS Preferred Payment Processor set up complete and ready for integration testing with Infinity CIS V5 and CSS.	Advanced
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Subtask 3.10.2 - Exit Criteria ITC

<u>Criteria</u>	<u>Responsible Party</u>
✓ Technical and training daily support for initial week of ITC Testing.	Advanced
✓ Build Release(s) (if applicable) applied for Interfaces.	Advanced
✓ Testing of interfaces with 3 rd party vendor participation (if applicable) and anomalies reported in Issues Tracking Tool.	Lakewood
✓ Successful resolution of 80% of critical path configuration type tickets reported no less than ten (10) days from scheduled UAT Refresh start date.	Advanced
✓ Successful resolution of 80% of conversion type tickets reported no less than 10 days from scheduled UAT Refresh start date.	Advanced
✓ Reports Testing Complete and anomalies reported in Issues Tracking Tool.	Lakewood
✓ Bill Print testing, Cycle Bills, Final Bills, Manual Bill and Prorated bills.	Lakewood
✓ Cycle Billing Testing Complete and anomalies reported in Issues Tracking Tool.	Lakewood
✓ Lakewood Owned Control Forms 80% complete.	Lakewood
✓ CSS configuration/GUI completed and ready for UAT.	Advanced
✓ CSS Testing completed and any anomalies reported in Issues Tracking Tool.	Lakewood
✓ MWM testing and anomalies reported in Issues Tracking Tool.	Lakewood
✓ MWM configuration/GUI completed and ready for UAT.	Advanced
✓ AUS Preferred Payment Processor configuration completed and ready for UAT.	Advanced

Subtask 3.10.3 - User Acceptance Testing (UAT)

The final phase of testing is UAT and starts with a code freeze. Only critical path items will be altered during this phase as agreed upon by both parties after analyzing the risk of introducing these changes. Once complete, the UAT constitutes acceptance of the system as ready for Go Live. In combination with staff training readiness and organization readiness, the UAT

and its acceptance help to drive the Go/No Go criteria that lock down the live date of the software.

Advanced will coordinate with Lakewood to select the integration test scripts that will be used during UAT.

The Advanced PM will work with Lakewood to ensure that test results for each testing phase provide evidence that Infinity CIS V5 capabilities have been properly integrated and tested in Lakewood's test environment. Advanced will work with Lakewood to support performance tests.

Subtask 3.10.3 - User Acceptance Testing Deliverables

Subtask 3.10.3 Deliverables	<ul style="list-style-type: none"> • UAT Data Conversion Refresh and Validation Report • UAT Acceptance Criteria
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Subtask 3.10.3 - Entry Criteria

<u>Criteria</u>	<u>Responsible Party</u>
✓ UAT Data Validation reviewed jointly and anomalies under investigation by both parties.	Advanced and Lakewood
✓ Retested interfaces and modifications with 3 rd party vendor participation (if applicable) and anomalies reported in Issues Tracking Tool.	Lakewood
✓ Successful resolution of 90% of critical path configuration type tickets reported no less than ten (10) days from scheduled UAT Refresh start date.	Advanced
✓ Successful resolution of 90% of conversion type tickets reported no less than ten (10) days from scheduled UAT Refresh start date.	Advanced
✓ Reports Testing completed.	Lakewood
✓ Bill Print Testing completed with 3 rd party vendor participation (if applicable).	
✓ System Code Freeze.	Advanced
✓ Final review of Lakewood Owned Control Forms.	Lakewood
✓ CSS Issues reported not less than ten (10) days from scheduled UAT Refresh fixed.	Advanced/Lakewood
✓ MWM Issues reported not less than ten (10) days from scheduled UAT Refresh fixed.	Advanced/Lakewood

Subtask 3.10.3 - Exit Criteria

<u>Criteria</u>	<u>Responsible Party</u>
✓ Successful testing of all end-to-end processes.	Lakewood

✓ Successful resolution of all critical path conversion and configuration type tickets.	Advanced
✓ Successful completion of all Lakewood Owned Control Forms.	Lakewood
✓ Regression and stress test executed successfully.	Lakewood
✓ Successful testing of Payment Processor.	Lakewood
✓ Successful testing of CSS.	Lakewood
✓ Successful testing of MWM.	Lakewood

Subtask 3.11 - Phase 10 - End User Training

Advanced will provide 1 week of Infinity CIS V5 End User training to Lakewood to secure a working knowledge of Infinity CIS V5. As part of the Training Plan, Advanced will work with Lakewood to jointly create the appropriate Training Matrices (part of the Training Plan) that will identify classes and the Advanced and Lakewood staff attendance needs. End User training assumes users are familiar with V3 and Lakewood's business processes and does not include introductory or basic training to users unfamiliar with V3 functionality and processes.

End User Training will be conducted by a combination of instructor led sessions in accordance with the Training Matrix and with Lakewood availability to answer participant questions pertaining to Lakewood business practices.

Each End User training session will have an attendance sheet that matches the End User training schedule. Once each session is complete, Lakewood will sign-off on a Training Session Sign-off Form signifying that the training session has been completed.

Subtask 3.11 - Deliverables

Subtask 3.10 Deliverables	<ul style="list-style-type: none"> • Completion of Instructor Led End User Training, • Training Session Attendance Report, • Training Session Signoff form.
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Subtask 3.11 - Entry Criteria

<u>Criteria</u>	<u>Responsible Party</u>
✓ End User Training Plan Matrix delivered.	Advanced
✓ End User Training Plan Matrix completed.	Lakewood
✓ End User Training Schedule created.	Advanced and Lakewood

Subtask 3.11 - Exit Criteria

<u>Criteria</u>	<u>Responsible Party</u>
✓ All End User Training sessions required for Go-Live complete.	Advanced
✓ End Users absent or requiring additional assistance/training from End User Training identified.	Advanced
✓ Additional training plan developed and provided to End Users identified as requiring additional assistance/training complete for Go-Live.	Lakewood

Subtask 3.12 - Phase 11 - Provision and Technical Validation of Production Instance

During this phase Advanced will provision and validate the technical features of Infinity Cloud Platform. Advanced will lead and work with the client to conduct a regional failover test, and a backup and restore test. Network connectivity between the Infinity CIS production instance, on-premise, and/or 3rd Party services will also be validated in this phase.

1. Failover Testing

Advanced will simulate a system failover to a different region of the cloud infrastructure. Advanced will be responsible for a smoke test of the site during failover and failback. To ensure proper testing of such failover, the following steps will be executed:

1. Advanced to simulate a server outage
2. Lakewood to accept system is accessible and functional after failover
3. Lakewood to ensure system is functional after failback

Failover testing will happen after Functional Testing and requires six (6) hours of effort. This effort is included within the scope of this project and corresponding pricing. Additional effort will be subject to a change order.

2. Restoration Testing

Advanced will simulate a system data recovery from backup to cloud infrastructure. Advanced will be responsible for a smoke test of the site during restoration. To ensure proper testing, the following steps will be executed:

1. Advanced to simulate a data restore using the point-in-time restore backup
2. Lakewood to ensure system is functional after restoration

Restoration testing will happen after Functional Testing and requires six (6) hours of effort. . This effort is included within the scope of this project and corresponding pricing. Additional effort will be subject to a change order.

Subtask 3.13 - Phase 12 - Cut-Over Plan/Go/No Go Criteria

Lakewood will assist Advanced in the construction of Go/No-Go criteria. These criteria shall be used to determine whether or not to proceed to "Phase 12 - Transition to Live". Criteria shall be measured on a weekly basis starting no later than the commencement of User Acceptance Testing. When all criteria are met, Lakewood shall issue formal authorization to proceed with the Cut-Over Plan to production.

The Advanced PM will develop a Cut-Over Plan throughout the lifecycle of the project in preparation for a final transition to live. This plan details the steps and responsibilities for Advanced and Lakewood to transition Infinity CIS to Lakewood's production (live) environment. The Cut-Over Plan will include but not be limited to the following items:

- Full emergency contact information,
- Detailed steps and communications of when data extract is obtained, and data conversion is returned,
- Ordered steps for ensuring balancing of the system,
- Determination of whether a test system is refreshed at the same time as production for any required process testing,
- Post-cut-over checklist,
- Criteria that determine when the system will be turned over to end user staff,
- A formal release from Advanced that documents that the system has been handed to Lakewood in full balance.

Subtask 3.13 - Cut-Over Plan/Go/No Go Deliverables

Subtask 3.12 Deliverables	<ul style="list-style-type: none"> • Go/No Go Criteria, • Cut-Over Plan, • Formal Lakewood Authorization to Transition to Live.
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Subtask 3.13 - Entry Criteria

<u>Criteria</u>	<u>Responsible Party</u>
✓ System is in a readiness state for all critical path items	Advanced and Lakewood
✓ Lakewood has invoked Change Management plan (employees, customers, vendors)	Lakewood
✓ End Users trained	Advanced or Lakewood

Subtask 3.13 - Exit Criteria

<u>Criteria</u>	<u>Responsible Party</u>
✓ Cut-Over Plan finalized	Advanced and Lakewood
✓ Organizational Readiness Plan finalized	Advanced and Lakewood

✓ Go/No Go Meeting	Advanced and Lakewood
✓ Authorization to Go Live	Lakewood
✓ Post Cut-Over List of Tasks	Advanced and Lakewood

Subtask 3.14 - Phase 13 - Transition to Live

The cutover to live will occur over a weekend and will be coordinated by the Advanced Project Manager and Lakewood staff.

The transition to live will have a new and final data conversion in which the data validation parameters, bill codes, rate mapping and transaction codes will all be approved by Lakewood and the Advanced Project Manager.

Subtask 3.14 - Deliverables

Subtask 3.13 Deliverables	<ul style="list-style-type: none"> • Final Cut-Over Plan Report, • Final Release Data Conversion Refresh and Validation Report, • AR Balancing Report, • Year and month active confirmation, • AR Summary Details Report, • Transaction Code Report, • Rates Report.
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Subtask 3.14 - Entry Criteria

<u>Criteria</u>	<u>Responsible Party</u>
✓ Execution of Cut-Over Plan.	Advanced and Lakewood
✓ End Users trained.	Advanced and Lakewood
✓ 3 rd Party Vendors communicated and on board.	Lakewood
✓ Execution of Organizational Readiness Plan.	Advanced and Lakewood
✓ Connectivity validated between the Infinity CIS production instance and dependent systems.	Advanced

Subtask 3.14 - Exit Criteria

<u>Criteria</u>	<u>Responsible Party</u>
✓ Go Live Signed Off.	Lakewood
✓ Post Live Items identified.	Advanced

Subtask 3.15 - Phase 14 - Post Go Live

Lakewood will receive one (1) month of standard post Go-Live support. Advanced will assist Lakewood throughout the post live implementation phase to identify and respond to any needs and concerns. During the Post Go-Live period, Advanced will supply, as per the agreement, remote communications, and online support through video conferencing to ensure a smooth transition to Customer Success. During this phase of the project, the following items will be supplied to Lakewood:

- Weekly Project Manager and technical staff meetings to review all high-priority items,
- Remote communications and video conference customer support,
- Introduction and transition to Support.

Throughout the Post Go-Live period, the Advanced Project Manager will continue to act as primary resource for all issues. Upon completion of the Post live support period, Lakewood will transition to the Advanced Customer Success Team as per the Support and Maintenance agreement. Additional support (remote or onsite) is available at an additional cost.

Subtask 3.15 - Deliverables

Subtask 3.13 Deliverables	<ul style="list-style-type: none"> • Monthly Post Live Support Log, • Transition to Support.
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Subtask 3.15 - Entry Criteria

<u>Criteria</u>	<u>Responsible Party</u>
✓ Go-Live Signed Off.	Lakewood
✓ Post Live Punch List Items Identified.	Advanced

Subtask 3.15 - Exit Criteria

<u>Criteria</u>	<u>Responsible Party</u>
✓ Post Live Punch List Items resolved.	Lakewood and Advanced
✓ Project Completion documented.	Advanced
✓ Transition to Customer Success Group.	Advanced

Schedule 1 – Fees and Payments

Fees

Professional Services Fees	
Line Item	Price
Services related to Infinity CIS V3 to V5 upgrade <ul style="list-style-type: none"> • Project Management • Installation • Configuration • Data Integrity • Conversion <ul style="list-style-type: none"> o Including Advanced created reports • Training • Integrations • Go-Live support • Post Go-Live support 	\$464,208
CIS Upgrade Discount	-\$464,208
Additional 2 yrs of data conversion (total of 7)	\$7,410
Services related to REST API	\$20,000
REST API Discount	-\$20,000
Services related to Infinity CIS V5 cloud hosting setup	\$18,000
Infinity CIS V5 cloud hosting setup Discount	-\$18,000
Services related to SmartVX (Welcome package)	\$15,000
SmartVX Discount	-\$15,000
Services related to Infinity CEP (AI MyMeter)	\$78,000
Services related to Infinity MWM CEP (ServiceLink)	\$48,162
Total	\$133,572

Annual Recurring Fees*	
Line Item	Price
Infinity CIS V5 Platform Cloud hosting Fee <ul style="list-style-type: none"> • Concurrent Users and up to 29,000 accounts 	\$93,000
SmartVX (Welcome Video) Subscription Fee	\$1,995
SmartVX (Welcome Video) Discount	-\$1,995
Infinity CEP (AI MyMeter) Subscription Fee <ul style="list-style-type: none"> • Unlimited concurrent users and up to 29,000 AMR/AMI meters 	\$41,400
Infinity Infinity MWM (ServiceLink) Subscription Fee <ul style="list-style-type: none"> • 20 Named Users 	\$52,437
Total	\$186,837*

*Above fees will be added to existing recurring fees

Estimated Travel Expenses	
Line Item	Price
Travel Expenses - AUS Available on request	Billed as incurred per rates outlined in MSA

Pricing Assumptions

1. Additional recurring fees in this SOW outlined above will be in addition to existing 2024 recurring fees, pro-rated for the remainder of the year to align with annual invoicing, and invoiced immediately.
2. Annual recurring fees are subject to an annual price increases.
3. Additional services required by Lakewood through the end of Post Live and approved through the Change Control Process (e.g. requirement changes or changes to the project scope) will be billed at a rate of \$250/hour. Services required after that period will be billed in accordance with the Support and Maintenance Agreement.
4. Additional Subscription Fees that exceed maximum account/meter allowance as follows: CIS platform hosting fee at \$2.50 per account per year, and CSS (CEP) at \$1.00 per meter account per year.
5. Hosting data storage and corresponding pricing:
 - a. Data Storage Limit: 1024 GB¹ (data held in the database)
 - ¹ Any additional data stored will be charged at \$5.52/32GB per month or the then current rate and will be invoiced monthly and due upon receipt.
 - b. Data Export Limit: 100 GB² (data exported from the Infinity Cloud Platform)
 - ² Any additional data exported \$0.13/GB per month or the then current rate and will be invoiced monthly and due upon receipt.
 - c. Document Storage Limit: 250 GB³ (binary files or documents stored in the application).
 - ³ The organization has up to 250GB of Document Storage Limit per month available. Any additional artifact storage will be charged at \$0.03/GB per month or the then current rate and will be invoiced monthly and due upon receipt.
6. All charges are exclusive of out of pocket expenses for Professional Services performed. Charges for actual and reasonable out-of-pocket expenses including, but not limited to, travel and lodging expenses will be billed monthly as incurred. Lapsed payments may lead to denial of access to the Service. Delayed payments are subject to an interest charge at a rate per annum that is equal to the prime lending rate set by the Bank of Canada plus 2.5% compounded monthly (or the prime lending rate set by the Federal Reserve plus 2.5% compounded monthly in the case that Organization is located in the United States), or the highest amount permitted by applicable law, whichever is lower.
7. Additional Professional Services may be provided on-site or via the telephone. Additional Professional Services work provided via telephone is billed at the rate of two hundred and fifty (\$250) per hour. Additional Professional Services work performed on-site does not include travel, lodging and per diem expenses. Professional Services performed one year or more after the execution date of this Agreement shall be billed at the then current Advanced Professional Services rates. Help line support and Support Services do not include training or other Professional Services. Customer shall incur a seven-hundred fifty dollar (\$750) daily surcharge for any Professional Services provided on weekends or Advanced recognized holidays; plus the corresponding standard Professional Services fees and any applicable travel charges.

Payment Milestones

Professional Services:

- 50% on signature of SOW
- 25% on installation of software
- 15% on start of Core Team Training
- 10% 30 days Post Go-Live

License Fees:

- 100% due on SOW signature

Annual Fees:

- Infinity CIS V5 Platform Cloud hosting Fee:
 - o 100% on signature of SOW.
- Infinity CEP (AI MyMeter) Subscription Fee
 - o 100% due upon the start of the CIS v3 - v5 Upgrade Project Kickoff Meeting.
- Infinity Infinity MWM (ServiceLink) Subscription Fee
 - o 100% due upon the start of the CIS v3 - v5 Upgrade Project Kickoff Meeting.

Termination

Unless Advanced and/or Lakewood exercises its right to terminate this SOW due to material breach or default, Advanced must provide, and Lakewood must purchase, services from Advanced for the items defined within this SOW.

It is specifically understood that Advanced is providing \$464,208 worth of Infinity CIS Professional Services at no additional cost to Lakewood for an in consideration of its continued use of the other services and products hereunder for its entire term of 60 months. The value of these services is therefore being credited to Lakewood at the rate of \$7,736.80 per month. Should Lakewood terminate for this SOW for any reason, the pro rated value of these services shall be immediately due and owing for the remainder of the term.

If Lakewood and/or Advanced exercises its right to terminate this SOW due to material breach or default, or Customer and/or Advanced terminates this SOW without cause,

Lakewood's obligation includes the following:

1. Provide notice of 10 calendar days for termination without cause;
2. Return the software to Advanced and certify, under the hand of a duly authorized officer of the Organization, that all copies of the software or any part thereof, in any form, within the possession or control of the Organization have been returned to Advanced (if applicable).
3. Complete payment for services performed and expenses incurred prior to termination including:
 - a. Any amounts previously invoiced but unpaid;
 - b. Fees for services performed through the termination date which has not been invoiced; and
 - c. Any approved travel and living costs.

Advanced's obligation includes the following:

1. Provide notice of 10 calendar days for termination without cause.

Under no circumstances shall Advanced be liable for any special, indirect, consequential, punitive or incidental damages of any kind and shall not be liable for loss of profits, works stoppage, system failure or malfunction, loss of data or any other damages or losses in connection with this statement of work, even if Advanced has been advised of the possibility of such damages. In any event, Advanced shall not be liable to pay any amount, in the aggregate, that is greater than the fees received by Advanced under this statement of work.

Except as otherwise expressly set forth herein, this SOW is performed pursuant to the terms and conditions of "Lakewood, CA Advanced Master Subscription Agreement - Cloud Hosted" between the parties.

Approvals

IN WITNESS WHEREOF the parties hereto have duly executed this Scope of Work to be effective as of the execution date below.

N. HARRIS COMPUTER CORPORATION

Per:

Name:

Title: Executive Vice President

Date:

City of Lakewood, CA

Per:

Name:

Title:

Date:

Appendix 1 – Table of Responsibilities (Deliverables)

Del #	Task Per SOW	Subtask Per SOW	Name	Deliverable Description/Definition	Deliverable Lead
1	1	1.2	Weekly and Monthly Status Meetings & Reports	Project meetings to be attended by Advanced and Lakewood. Project core team members to discuss work in progress, issues, risks, actions, near-term planned activities and associated resource commitments. Status reports to document project progress.	Advanced
2	1	1.3	Quarterly Sponsor Meeting	Meeting attended by Advanced and Lakewood Project Manager and Project Sponsors to review project status.	Advanced
3	3	3.1	Environment ready for Software Provisioning	Application and database server (production and test) provisioned, and the operating system and database software have been loaded.	Advanced/ Lakewood
4	3	3.1	Project Kick-Off Meeting	Kick-off meeting held with the project team.	Advanced
5	3	3.1	Draft Project Schedule	Initial draft Project Schedule delivered at project kickoff meeting. Project Schedule updates performed throughout the project. The schedule is updated for refinements to tasks, and percent complete inclusive of resource updates and timeframe updates. Both parties will commit to staffing and resources to meet a rolling 3-month window.	Advanced
6	3	3.1	Risk Management Plan	Plan that defines how project risks will be logged, prioritized, assigned and managed to closure using a jointly agreed resolution strategy. Risk Log will be reviewed at project status meetings.	Advanced
7	3	3.1	Communication Plan	Plan that defines the Project Strategy for communicating internally within the Project Team.	Advanced
8	3	3.1	Change Management Plan	Plan that defines the strategy for communicating with employees and externally.	Lakewood
9	3	3.1	Change Control Process	Process that defines how changes to project scope will be logged, approved, and managed as agreed to by both parties.	Advanced
10	3	3.1	Training Plan	Plan that defines Lakewood resources to be trained, the courses to be delivered, materials, locations, facilities and other resources.	Advanced
11	3	3.1	Test Plan	Plan that defines Lakewood's testing approach.	Advanced
12	3	3.1	Infinity CIS v5 Server Provisioning	Provisioning of Infinity CIS V5 on Infinity Cloud Platform	Advanced
13	3	3.1	Access Training	Access to client instances in Infinity Cloud Platform training for technical personnel.	Advanced
15	3	3.1	Training Courses Syllabus	Document that outlines the duration, prerequisites and topics	Advanced

				to be covered during the Advanced delivered standard training courses.	
16	3	3.1	Project Team Contact List	Project listing of all Advanced and Lakewood project team members' contact information.	Advanced
17	3	3.1	System Overview	Infinity CIS V5 system overview demonstration	Advanced
18	3	3.1	Issues Tracking Tool Overview and Set up	Advanced will provide Lakewood with and overview of the Issues Tracking Tool, the online tool for documenting and tracking issues as part of the overall implementation. Lakewood users will be provided with user ids and passwords which also provide access to the Software Entity relationship diagrams and the Data Dictionary.	Advanced
19	3	3.1	Solution Overview Workshop Agenda	Documents that outline the business and conversion processes to be discussed during the Solution Overview Workshop(s).	Advanced
21	3	3.2.1	Solution Overview Workshop	Sessions that will assist Advanced in learning Lakewood business processes and educating Lakewood about the features and limitations of the software. Advanced will lead the sessions with Lakewood business process experts participating.	Advanced
22	3	3.2.1	Solution Overview Document	Document that captures all learning and understanding gained in the Solution Overview Session Analysis Workshops. Document will serve as a template for configuring the software.	Advanced
23	3	3.3	Interface/Enhancements Discovery Workshop Agendas	Documents that outline the items to be discussed during the Interface/Enhancement Discovery Workshop.	Advanced
24	3	3.3	Interfaces/Enhancements Workshop	Session that will aid Advanced in understanding modification requirements and the third-party systems' interfacing capabilities to determine the best approach for interfacing with the identified third party systems.	Advanced
25	3	3.3	Business Requirements Document	BRD and/or Use Case Documentation for interfaces/Enhancements identified in Task 2.2. Test Case Documentation for interfaces identified in Subtask 2.2.	Advanced
27	3	3.4.1	Reports Analysis Spreadsheet	"Appendix 2 - Reports"	Advanced
28	3	3.4.3	CSS Discovery Workshop	Session that will assist Advanced in learning how Lakewood will deploy CSS service orders and educating Lakewood about the features and limitations of the software. Advanced will lead the sessions with Lakewood business and technical experts participating.	Advanced
29	3	3.4.3	CSS Discovery Document	Document that captures all learning and understanding gained in the Discovery Workshop. Document will serve as a template for configuring CSS.	Advanced

30	3	3.4.4	MWM Discovery Workshop	Session that will assist Advanced in learning how Lakewood will deploy MWM and educating Lakewood about the features and limitations of the software. Advanced will lead the sessions with Lakewood business and technical experts participating.	Advanced
31	3	3.4.4	MWM Discovery Document	Document that captures all learning and understanding gained in the Discovery Workshop. Document will serve as a template for configuring MWM.	Advanced
32	3	3.5.1	Initial Data Conversion Load	Loading of initial conversion by Advanced on Lakewood's system.	Advanced
33	3	3.5.1	Baseline Accounts	Lakewood, with Advanced's assistance will identify Baseline Accounts to be used for testing.	Lakewood
34	3	3.5.1	Data Validation Results	Report that documents the results of the agreed upon conversion validation parameters for both the source and target data.	Advanced
35	3	3.5.1	Initial System Configuration Rollout	Configuration of the control forms and rates by Advanced based on the Solution Overview Session document.	Advanced
36	3	3.5.2	Initial CIS Upgrade Conversion, Data validation Testing	Advanced will convert Lakewood's V3 data load into Lakewood's Infinity CIS environment. Advanced will supply data a data validation report confirming both V3 and Infinity CIS V5 are in balance and will release the system for testing by Lakewood	Advanced
37	3	3.6	Training Agendas	Standard Training Agenda for each training course identified in the Training Plan.	Advanced
38	3	3.6	Core Team Training	Execution and completion of Core Team training per the Training Plan. Training will include the Issues Tracking Tool training.	Advanced
39	3	3.7	Custom Reports Delivery	Delivery of custom reports identified in "Appendix 2 - Reports".	Advanced
40	3	3.8.1	Interface Configuration, Testing and Rollout	Configuration, testing, and rollout of configuration type interfaces that have been identified in Task 2.2 of this SOW.	Advanced
41	3	3.9.1	Functional Test - Data Conversion Data Load & Validation	Loading of conversion data by Advanced on Lakewood's system. Includes audit report that documents the results of the agreed upon conversion validation parameters for both the source and target data.	Advanced
42	3	3.9.1	Generic Test Scripts	Generic Integration Test scripts provided by Advanced to test system functionality.	Advanced
43	3	3.9.1, 3.9.2, 3.9.3.	System Testing	Lakewood to conduct testing as outlined in the Test Plan, document test results (pass/fail) and log any issues in the Issues Tracking Tool for resolution by Advanced.	Lakewood
44	3	3.9.2	Build Releases (ITC)	Installation of new builds on Lakewood's system which include Lakewood's modified software and interfaces.	Advanced
45	3	3.9.2	Integration Test - Data Conversion	Loading of conversion data by Advanced on Lakewood's system. Includes audit report that	Advanced

			Data Load & Validation	documents the results of agreed upon conversion validation parameters.	
46	3	3.9.3	User Acceptance Test - Data Conversion Data Load & Validation	Loading of conversion data by Advanced on Lakewood's system. Includes audit report that documents the results of the agreed upon conversion validation parameters for both the source and target data.	Advanced
47	3	3.10	End User Training, Signoff and Attendance Report	Execution and completion of End-User training per the Training Plan. Each training session will have an Attendance Report.	Advanced
48	3	3.11	Go/No Go Criteria Document	Document that identifies the criteria that will be adhered to enable cutover to Production to proceed. It includes metrics to evaluate project management readiness, business solution testing readiness, business readiness, IT infrastructure readiness and reorganization/people readiness.	Advanced
49	3	3.11	Go / No Go Decision Document approved for Go Live	Document that defines the outcomes of application readiness based on the defined Go/No Go Criteria document and Cutover Plan defined. The result will be a decision to Go-live or to identify issues that will need to be resolved prior to Go-Live or can be deferred to post go-live. The decision to transition to Go Live will be approved when the items defined in the Cut-Over and readiness assessment has been successfully achieved and there are no significant agreed upon issues that will impact transition to Production.	Advanced
50	3	3.11	Cutover Plan	Document that defines steps and responsibilities of Advanced and Lakewood during transition to Production. Includes steps to achieve system balance and includes a conversion cutover plan.	Advanced
51	3	3.12	Go-Live - Data Conversion Data Load & Validation	Loading of conversion data by Advanced on Lakewood's system. Includes audit report that documents the results of the agreed upon conversion validation parameters for both the source and target data.	Advanced
52	3	3.12	Go-Live	System is operating and being used. Balancing of legacy and Advanced CIS has been validated and signed-off by Lakewood.	Advanced
53	3	3.13	Completion of Post Live Support	Conclusion of Post live support period, which includes remote and online video conferencing.	Advanced
54	3	3.13	Customer Success Transition Meeting	A transition meeting to transfer from the project implementation phase to the support phase of the contract.	Advanced

Appendix 2 – Reports

Complete list of all 432 custom reports identified in Infinity CIS V3 through the code and system audit:

Report Name	Report Description
Meter Read Sheet	A4365
Batch Summary by Transaction and Date	Batch Summary by Transaction and Date
ADV - Bills for specified number of Days	Bills By Number of Days (filtered as follows)
LKWD - Accounts by Cycle	Accounts By Cycle
ADV Water Meter by Cycle	Water Meter by Cycle
epa tets	Block Summary
Transaction Code Multi Company/Division	Transaction Code Listing
Online Payments over 5000	A5209
letter history table	Letter History
WEB003	
Lakewood Accounting Monthly report	Monthly Transaction History Detail
Lakewood Monthly GL summary	Transaction Daily Summary
Lakewood Bill Detail	A319869
Tawny Unbilled report	A319891
Lakewood Billed Consumption	
LKWD -Vacant Account Usage	Vacant Account Usage in Gallons
ADV-Lakewood Extra bin	R319900
LKWD - Arrearage TransactionsCodes	A319999
Detail Test	Transaction Daily Summary
Cave Creek Consumption Report	R75
Transaction Detail Report	Transaction Daily Summary
Water Meter by Cycle Copied 020207	Water Meter by Account
Hydrant Deposit Transaction Report	Transaction Daily Summary
Cave Creek Meter Report	Customer Count based on Active Meters
Cave Creek Consumption AIAC	R231
Unbilled Revenue	A201
All Consumption	Total Consumption February
AR Reconciliation (Debit)	R287
WVWC MANUAL READS	
SC/PV METER CONSUMPTION	Customer Count based on Active Meters
Billing with all Transaction	R350
Billing Batch	R350
Test Summary Report	Block Summary
Billing with Consumption	R350
Billing Testing	R350
Payment Summary	R289

Service Orders Not Printed	Service Order Cancelled
WMC Meter AIAC	Monthly Meter Sales & Meter AIAC Detail Report
After Hours Establishment & Reconnect Revenue	Establishment and Reconnect Revenue
Meter Read Sheet for Excel	A4365
Reconnection Count	R563
After Hour - Connection	R446
Penalties	R368
Service Order Created	Service Order Cancelled
SO Cxl	R562
Bad Debt	R464
Katherine's Collection Status	R405
Negative Consumption	
High Usage Exception Report *	Over 40,000 gallons
Lakewood - Book 12	R319849
Lakewood-Move-Ins	R319853
Lakewood-Last billed accounts	R319854
Meter Data	
Lakewood-Extra Bin	R319900
LKWD WAVE Move In	R319911
Paymentus Payment Plan	
Move-Out Dates (Lakewood)	R5464
Lakewood-Number of Payments	R319894
Lakewood Total Payments	R319930
Lakewood - Customer balance \$500	R319934
Lakewood-# of Water Accounts	R319944
Lakewood-Testing Meters	R319945
Valley collections	R319946
Valley Collections 2	R319947
Lakewood-Bill Print Status	R319927
LKWD-No Return Envelope	
LWKD-IL Emails	R319961
MP Batch Totals	
Menlo Park- Consumption	R5377
MP- Consumption by Batch ID	
Move in Dates (Lakewood)	R5464
Read MGT Report	
Read MGT Report 2	
Read MGT Report 3	
Read MGT Report 4	
old reference number	
tor mailing address	

Payment Arrangements	
Service_Carmelle	R4867
VAU	
Billed customers for ebills	R4893
Pending Research_CR	R5028
Exempt - Notices/Penalties	R5028
Complaints_Account Notes	
Forced Comments_GV	Customer Account Comments
SLA_SO's_Metrics	R5400
LW Read History	
Updated Date/Time	
LW EBILLS	R5524
test	SC/PV CUSTOMER CONSUMPTION REPORT FEBRUARY 2007
Adjustment Report	Adjustment Report
valencia reconnects	R589
contact reasons willow valley	A275
DeeAnnas Testing Report	R4846
Lakewood Active Accounts	R319927
LAKEWOOD RES BALANCE > \$500	R319932
Lakewood Balance	
Lakewood - Extra Bin	R319943
Lakewood Exempt No WAVE	R319950
Lakewood Paperless Billing	
LAKEWOOD MOVE OUT	R319975
Lakewood Walk In Payments	R319979
12/20/19TOTAL	
Lakewood Payment Report- Detail	R319893
Lakewood Payment Report- Summary	R319894
Lakewood Payment Service Breakdown	R319895
Lakewood- Paymentus	
Lakewood Bill and Consumption Report	R319913
Lakewood Payments	R319957
Lakewood Outstanding Balance	R319974
Water/Sewer	
ESTIMATE READS	
READ TYPE BY CYCLE	R333
METER INVENTORY	R334
Batch Totals	R375
Collections Status	R405
Service Address	R432
Old account number	
Service Address by Book	R480
Meter Installs	R481

NEW METER INSTALL REPORT	R482
LKWD - Customer Name	R484
Disconnected Accounts - Weekly	
Posted Payment Report	
Pending Disconnects	R515
Move-out by cust #	
Recycled accounts	R565
Removed Services	
Read Type	R591
Reco Deposit	R597
Service Address	
Disconnected Customers	
SSN AND DL	
Manual Notices	
Meter install date	R665
LKWD - Incoming Customers	R675
Open SO's Billing and Collections	Service Order Cancelled
Job Run History	
For Disco Final	Service Order Completed
Billing and Collections	Service Order Cancelled
Manual Read List Data	R4647
Sewer Code Audit	
Weekly B&C	
Disco Finals	
Final Bills	R4694
MP All BFI	
Not active new accounts	
DAILY_SO_METRIC	R4993
Pending Read Report	R5002
Move-out date aging	R5003
Daily SO Management Report	R5043
Notices	
Pending Notices	R5033
Cycle Bill Reconciliation	R5007
Payment Method	
DAILY_SO_METRIC	R4993
DAILY_SO_METRIC	R4993
Mailing Addresses	R5096
Move-out dates	R5103
Pending Bills	R5007
SCPV DISCO's	
Pending Bills with Cust ID	R5007
GWRI Open	R5216
GWRI Completed	R5216

Kennedale SO Metrics	
Previous Reads	R5254
Notices for MTD	R5033
No bill accounts	R5253
Pending Reads	
FBSO closed before move-out	R5301
Structure type	R5353
Owner address	R5359
AMR repair and BFI	R5406
Missed Reads	
GWRI AMR AND METX	R5414
MP VAU	
Processed Notices	
Lakewood Move in/out report	R5482
INSTALLATION AND EXCHANGE	
Meter table	R5491
Read Status and Usage	R5493
Usage and Status	R5494
Usage and Bills	R5231
Read Status and Bills	R5269
Notes	R5505
Read History	R5508
UT Ebill Emails	R5524
METER EXCHANGE	
Remote ID	R5527
Due date extensions	R5546
Read import	
Read status	R319788
Everett billed zero consumption	R4778
Service Addresses	Service Addresses
SOPAS OPEN	
X Y Coordinates	R5315
Rates & Proration profile	
Service Order Created	Service Order Pending
Pending Bill w/Consumption	R5007
Completed and by user	
Pending Final Bill Service Orders	R5088
Bill Codes and Rates	R5555
Implementation Rates	R319758
manual reads	R7
ccwc feb 2007	
DiscoFinal	
RRU Open SO's	
Grass Valley Contacts	R5011

GV Contacts (CIS)	
Posted Payments CC	
Red Rock Open SO's	
SC/PV CONSUMPTION BY METER	R156
Global Water Rate Increases Report by A/R	
Menlo Park Billed Consumption Report	R4778
MP SUR2	
MP SUR2	
Red Rock Open Service Orders	
EPA Report - September Consumption	
Previous Read Prior to 09/08/10	
Red Rock Last Payment Received	
WUNS Meter Charges	
Cycle 3 Billing	
Pulte Potable & Reclaimed Report	
Pulte Report	
Pulte R & R Report	
Proration Issue	R4826
Proration Issue	R4827
Maricopa Sewer Connections 2009	
SCPV Notice 1 Report	
Pulte Report	R4838
SCPV Not Yet Billed Cycle3	
No Sewer	
Red Rock Open S/O's	R4844
Lakewood Posted Payments	R4846
Torrance Book 2373 30/60 Day Bills	
Disconnect Exemptions	
Torrance Accounts w/ Previous Read	R4860
Torrance Previous Reads	
Torrance Read Types	
Red Rock Active Customer Addresses	R4880
Torrance Bill/ May Due Date	
Vacant Account Usage Report	
MP Late Fees	
Sewer Report for Chad P	R4889
GV Billed Customers	R4893
Red Rock Proration Error Financial Impact	R4894
Torrance Due Dates & Notice Dates	R4907
GV Cycle 1 & 2	
GV Cycle 1 & 2 Read Report	R4914
Torrance Read & Bill Dates	
SCPV Cycles 4-6 Mailing Addresses	R4942

GV Route 1 Mailing Addresses	R4953
Torrance Oct Due Dates	
Torrance Notes	
TOR \$50K Cancelled Bill	R4962
Torrance Due Dates for Ashley	R4963
MP Meters w/ Location	
GV Door Hangers	R4985
MP Read Detail	
GV Comments	R5079
GV Bill Dates	
Monthly Meter Sales & AIAC Detail	Monthly Meter Sales & Meter AIAC Detail Report
Sales Tax Report	Monthly Sales Tax Detail Report
Santa Cruz Annual Consumption	R156
No Deposit on Account	R441
Bankruptcy A/R Customer / Account Listing	R464
Disconnected w/ No Collection Activity	Disconnected Accounts with Status No Collection Ac
Disconnect Notices Sent	R632
Contact Reason	Contact Mgmt
Collections Status Search	
Meter Size	
Service Order Summary- Open CSR ONLY	R561
Contact Reason RRU	A275
FBSO Incoming Search	
Completed Disconnects KMD	R563
Menlo Park Open SOs	
Contact Reason Menlo Park	A275
EPA	R4775
Katherine's Test Report	
Katherine's Test Report 2	
KMD Test	
Cash Batch Search	Bill Pay Error Tracking
Daily Account Notes	R4988
Refunds	R523
Meter and EP Query	
Service Order Summary-Created w-Account #	R564
Service Order Summary-Created-Account #	
Service Order Summary-CXL w-Account #	
Final Bills	
Meter Installed	
Cash Security Deposit Transactions	R81

Billing Security Deposit Transaction	R115
Hydrant Meter Deposit Transactions	R120
AR Reconciliation (Credit)	R287
AR Reconciliation	R289
AR Reconciliation	R292
Re-read Revenue	R321
Construction Billing	
Pending Read	R365
New Report	
New Report	
Billing Consumption Report	R383
New Start	
Billing by Billing Code/Company	R439
New Connection	R446
Meter AIAC Balance	R479
Meter Installed Date	R535
Book	R536
Detail Transaction	
Meters installed for SC	R626
Valencia Sewer Payable	R4565
Valencia Sewer Adjustment	
Cusomter Refund Report	R4613
Billing Detail	R4614
Deposit Report	
Hydrant Deposit	R4702
By Book	Block Summary By Cycle
By Account	Block Summary
Torrance Billed Accounts	R4614
Global Billed Accounts	R4614
Billed Accounts	R4614
Services	R319832
New KMD Report	R632
082710 Report for rate case	
Cancelled Bill Report	R4839
Read History and Meter	
Torrance Books	
GV Re-Read	R4984
Batch Summary by Transaction and Date Copy	Batch Summary by Transaction and Date
Meter Read Sheet v2	A4365
ADV - Billing Details	R4614
Service Order Test	
Total Accounts (Lakewood)	0.5

Consumption By Structure Type (Lakewood)	R5151
Cycle09 Read History-Lakewood	R5508
Cycle 06 Read History-Lakewood	R5508
	Service Order Pending
Lakewood Service Orders	R319909
SCPV Notice 1 Sent	R4829
SCPV 4-6 Notice 1 Listing	
ADV - Block Summary Detail	ADV - Block Summary Detail
TISHA'S OPEN SERVICE ORDER REPORT	
LW - VAU Service Orders	R4580
Meters -By Cycle	
METER REPORT FOR MANUAL READS	
Nicks Meter Report	R4688
CC Service Order Report	R5307
Kennedale Reco Report	
Visalia Cancelled Bills	Visalia Cancelled Bills
Visalia Finalled	
Bills per Account	R5421
Bill Pay Detail Report	Bill Pay Detail Report
Total Bills per Client	Total Bills per Client
Bill Pay Mailing Addresses	
Cash App Processing Detail Report	Bill Pay Detail Report
credit card echeck payment report	Bill Pay Detail Report
Camden Block lot list	Camden Block Lot List
Open Service Orders - Carissa	R570
Maricopa - Open Service Orders	R600
Service Order Summary - Open	R561
Service Order Summary - Created	R564
Service Order Summary - Completed	R563
Service Order Summary - Cxl	R562
Month End - 77100.0000	Transaction Monthly Summary
Month End - 77102.0000	Transaction Monthly Summary
Month End - 77901.0000	Transaction Monthly Summary
Month End - 76101.0000	Transaction Monthly Summary
Month End - 76103.0000	Transaction Monthly Summary
Month End - 76104.0000	Transaction Monthly Summary
Month End - 76109.0000	Transaction Monthly Summary
Month End - Palo Verde	Transaction Monthly Summary
Month End - 10353.0000	Transaction Monthly Summary
Misc GL Lookup	After Hours Revenue
Red Rock Open SO's	R561
Red Rock SO - Created	R561
Red Rock SO - Completed	R561

Red Rock SO - Open	R561
Notices Sent	R4655
RRU SO's - CXL	R562
Payment Arrangements	R405
Payment Arrangements	R4675
Disco Cxl	R564
VWC Multi Family	R4614
MP Bill Detail	R4614
Customer Notes_CR	R4730
EPA Monthly Consumption	R4739
Maricopa Open Service Orders 12.12.13	
123113 so report	
Lakewood Audit	
Lakewood Audit Move in Out	
Lakewood Current Balance	R319873
Lakewood Service Accounts	R319878
LKWD Audit Bill Date Tawny	
LWKD Extra Bin Estimate	
Lakewood - Audit Bill Dates	
LK - Vacant Account Listing	
LKWD Mailing Addresses	
LKWD - Service Address	R319966
Tawny - Extra Bin	R319969
LKWD - Mailing Addresses	R319970
LKWD - Testing Service Address	
LKWD - Testing Service Address	
LKWD TEST PAPERLESS	R319988
LKWD - Meter Charges on Active Accts	R319989
LKWD - Accounts with Bill Code	
LKWD - # of bills	
LKWD WAVE Move Out	R319911
LKWD - Vacant Account Listing	Vacant Account Usage in Gallons
LKWD - All accounts not active	R319996
LKWD - Extra Bins Multiplier	R319997
LKWD COVID ARREARAGE LIST	
LKWD - Account Type Listing	
LKWD - Account by Book	R320004
LKWD Trash Multiplier	Customer by Bill Code Detail
LKWD - WRD Report for Vacant Accounts	
LKWD - Account Type	
LKWD - Account UUT Tax Status	
LKWD - Recent Billed Usage	
LKWD - Bills by date range	

LKWD - Accounts Billed for Trash	
Adjustment by Company/Adj Code	R625
Block Summary Detail	R1183
Customer Revenue by Location	Customer Revenue Report by Location
New Customer Report	

Out of 20 V3 Advanced created custom reports, Advanced will convert 12 of these reports identified with a 'Y' in the list below.

Report Name	Report Description	Used Y/N - To be completed by Lakewood
Meter Read Sheet	A4365	N
Batch Summary by Transaction and Date	Batch Summary by Transaction and Date	Y
ADV - Bills for specified number of Days	Bills By Number of Days (filtered as follows)	Y
LKWD - Accounts by Cycle	Accounts By Cycle	Y
ADV Water Meter by Cycle	Water Meter by Cycle	Y
epa tets	Block Summary	N
Transaction Code Multi Company/Division	Transaction Code Listing	N
		N
Online Payments over 5000	A5209	N
letter history table	Letter History	N
WEB003		N
Lakewood Accounting Monthly report	Monthly Transaction History Detail	Y
Lakewood Monthly GL summary	Transaction Daily Summary	Y
Lakewood Bill Detail	A319869	Y
	A319885	N
Tawny Unbilled report	A319891	Y
Lakewood Billed Consumption		Y
LKWD -Vacant Account Usage	Vacant Account Usage in Gallons	Y
ADV-Lakewood Extra bin	R319900	Y
LKWD - Arrearage TransactionsCodes	A319999	Y

Appendix 3 – MyMeter Utility License

This MyMeter Utility License Agreement ("Agreement") is a legal agreement between the Jupiter ("Utility") who purchased the MyMeter software and related services from an authorized reseller, and Accelerated Innovations, LLC ("AI") regarding the provision of, license to, access to, and use of the MyMeter software and related services (the "Services"). In this Agreement, "we", "us" and "our" refer collectively to AI.

IMPORTANT:

THIS AGREEMENT DOES NOT ALTER THE RIGHTS OR OBLIGATIONS AS BETWEEN UTILITY AND THE RESELLER FROM WHICH UTILITY PURCHASED THE RIGHT TO ACCESS AND USE THE SERVICES ("RESELLER"), PURSUANT TO ANY WRITTEN AGREEMENT BETWEEN UTILITY AND RESELLER REGARDING THE SERVICES. THIS AGREEMENT INSTEAD SETS FORTH ADDITIONAL TERMS DIRECTLY BETWEEN UTILITY AND AI, AND UTILITY MAY OTHERWISE SEEK RIGHTS OR REMEDIES FROM RESELLER PURSUANT TO UTILITY'S AGREEMENTS WITH RESELLER.

UTILITY AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT UPON SIGNING A RESELLER AGREEMENT REGARDING THE SERVICES .

1. CERTAIN DEFINITIONS. In addition to other terms that are defined as set forth in this Agreement, the following terms shall have the following definitions:

1.1. "Device" means any Utility or Utility's User's computer, tablet, smartphone, or any other electronic device.

1.2. "Intellectual Property" means any and all of the following in any jurisdiction throughout the world and all rights in, arising out of, or associated therewith: (a) patents, utility models, and applications therefor, and all reissues, divisions, re-examinations, renewals, extensions, provisionals, continuations and continuations-in-part thereof, and equivalent or similar rights anywhere in the world in inventions and discoveries, including invention disclosures; (b) all trade secrets, inventions (whether or not patentable and whether or not reduced to practice), and other rights in know-how and confidential or proprietary information; (c) all mask works, works of authorship and copyrights, registrations and applications therefor, and all other rights corresponding thereto (including moral rights), throughout the world; (d) rights in software (including without limitation APIs, source code, object code, and mark-up language); (e) rights of publicity, personality, identification, or similar personal or group attributes; (f) trade names, logos, common law trademarks and service marks, trade dress, trademark and service mark registrations, and applications therefor and any goodwill associated therewith; and (g) any similar, corresponding, or equivalent rights to any of the foregoing and any other intellectual property or proprietary rights throughout the world.

1.3. "Modifications" means additional or modified functionality, updates, enhancements, security updates and patches, and upgrades to the

Services or to remove or terminate the functionality of any Services in accordance with the termination provisions of this Agreement.

1.4. "Users" means each individual user of the Services.

2. LICENSE SUBJECT TO THIS AGREEMENT. Unless otherwise noted in this Agreement, and to the fullest extent allowed under any applicable laws, all terms and conditions of this Agreement apply to the license and Utility's accessing and using of any and all Services and provision of the Services to its customer Users, as otherwise granted pursuant to a written agreement with Reseller. Furthermore, Utility's license, access and use of any and all the Services and provision of the Services to its customer Users is contingent on the remittance of payment by the Reseller under the Reseller Agreement executed between AI and Reseller ("Reseller Agreement"). Utility's license rights to the Services are subject to Utility's compliance with this Agreement and are also expressly limited to the rights granted by Reseller to Utility, which are in turn are limited by the rights granted by AI to Reseller to resell to Utility a license to access and use the Services and to allow its customer Users to access and use the Services (hereinafter, those rights and licenses Reseller is authorized to resell to Utility being "Rightfully Granted Licenses").

2.1. THIRD PARTY SOFTWARE. Utility acknowledges that AI may have incorporated into the Services Intellectual Property created by third parties ("Third Party Intellectual Property"), and Utility agrees that Utility's right to use the Services containing Third Party Intellectual Property may be subject to the rights of third parties and limited by agreements with such third parties.

2.2. TITLE AND OWNERSHIP OF THE SERVICES. Title to and ownership of the Services and all copies thereof remain with AI and any other licensor(s) of the same, regardless of the form or media in or on which they may exist, and Utility agrees to protect all of AI's ownership interests therein. Utility is granted no implied licenses to any other Intellectual Property rights other than pursuant to Rightfully Granted Licenses. Utility acknowledges that the Services contain trade secrets of AI, its suppliers, or licensors, including but not limited to, the specific internal design and structure of individual programs and associated interface information, databases and database structures, regulatory compilations, and other Content accessed within the Services. All rights not expressly granted in this Agreement or pursuant to Rightfully Granted Licenses are reserved by AI and its licensors.

3. RESTRICTIONS ON USE. Utility may use the Services only for purposes expressly permitted within the Services, pursuant to the terms of this Agreement, and pursuant to Rightfully Granted Licenses. As a condition of Utility's use of AI's Services, Utility warrants to AI that Utility will not use the Services for any purpose that is unlawful or prohibited by these terms, conditions, and notices. For example, Utility may not (and may not authorize any party to) do the following, except as allowed under Rightfully Granted Licenses: (i) co-brand the Services, (ii) frame the Services, without the express prior written permission of an authorized representative of AI, (iii) transfer, assign or sublicense Utility's login information or right to use the Services to another person or entity and Utility acknowledges that any attempted transfer, assignment, sublicense or use shall be void; (iv) make error corrections to, or otherwise modify or adapt, the Services or create derivative works based upon the Services, or permit third parties to do the same; (v) reverse engineer or decompile, decrypt, disassemble or otherwise reduce the Services to human-readable form, except to the extent otherwise expressly

permitted under applicable law notwithstanding this restriction; (vi) disclose, provide, or otherwise make available trade secrets contained within the Services in any form, to any third party without the prior written consent of AI; (vii) use AI's Intellectual Property to develop any software application or products and services similar to the Services; or (ix) perform, display, or otherwise access or use the Services for the benefit of others outside of the scope of the Rightfully Granted Licenses granted to Utility. For purposes of this Agreement, "co-branding" means to display a name, logo, trademark, or other means of attribution or identification of any party in such a manner as is reasonably likely to give a User the impression that such other party has the right to display, publish, or distribute the Services or any Content accessible within the Services. In addition, Utility may not use Services in any manner which could disable, overburden, damage, or impair the Services or interfere with any other party's use and enjoyment of the Services. Utility may not obtain or attempt to obtain any materials, Content, or information through any means not intentionally made available or provided through the Services. Utility may not use scrapers, bots, spiders, or other automated tools to collect or index the Content of the Services without our express permission.

4. MONITORING OF USE AND ADDITIONAL RESTRICTIONS. Utility acknowledges and agrees that AI reserves the right to remotely prevent access to and/or use of the Services, with or without notice to Utility, including without limitation in the event that (i) AI becomes aware, from Utility or otherwise, of unauthorized access or use of the Services by any third party using any user name, password, or other login credentials of Utility or its Users, or in the event of a security concern related to the Services, or (ii) Utility's violation of any term or condition of this Agreement. AI reserves the right, but does not have the obligation, to monitor use of Services to determine compliance with this Agreement. The types of information, such as Devices used to access the Services, may also be tracked by AI (such as via Internet Protocol address and other log information regarding the Device, its operating system, browser, and other information regarding the User) to identify the Device and locate where on the Internet that computer is located, as well as Utility's use of the Services. It is be Utility's responsibility to administer the use, distribution and security and of its and its Users' passwords. Utility shall immediately notify AI in the event that such passwords are compromised or being used by unauthorized users. AI may use and disclose Utility's and its Users' information, including without limitation Identity Content, in special instances when AI has reason to believe disclosing this information is necessary to investigate, identify, contact, or bring legal action against someone who may be causing injury to or interfering with AI's rights or property, other Service Users, or anyone else. AI may disclose information when subpoenaed, if ordered or otherwise required by a court of law, arbitrator, or other similar proceeding or the rules governing such a proceeding, for government investigations, with government agencies if required by law, to exercise, establish, or defend AI's or Reseller's rights, to protect AI's vital interests or those of any other third party, and when AI otherwise believes in good faith that any applicable law requires it.

5. UTILITY RESPONSIBILITIES. The Services need to pull certain data from the Utility's systems in order populate the databases used in the Services. This requires that the software data loader program be placed on the Utility's systems computer to pull data. The Utility shall be responsible for supplying and maintaining all computer hardware at its site. The computer hardware shall meet the following requirements: computer connected to the internet with at least a 15 MB internet bandwidth capacity, internal computer storage of 12 GB ram, and 150 GB disc space, and computer must be accessible by AI through

secured internet connection. The Utility shall provide the data to AI in accordance with the file specifications to be provided to the Utility. The Utility is responsible for the content of any use or privacy policy to be included on the Utility's website. Said policy shall be made available to AI as a hyper link for inclusion on the web site for MyMeter. AI is not responsible for damages resulting from the web site privacy or use policy supplied by the Utility.

6. ADDITIONAL REPRESENTATIONS BY UTILITY. Utility represents and warrants that (a) Utility is the owner or authorized user of any information or content of any type provided by Utility in conjunction with the Services; and (b) Utility shall use the Services only for lawful purposes, and will comply at all times with all applicable federal, state, and local laws and regulations applicable to the use of the same.

7. PROPRIETARY INFORMATION. The material and content accessible through the Services including without limitation all Intellectual Property in or related thereto, whether software (whether in object code, source code, or mark-up language form), photos or other images, video, audio, text, or otherwise (the "Content"), whether provided by AI or its licensors, is the proprietary information of AI or the party that provided or licensed the Content to AI, whereby such providing party retains all right, title, and interest in the Content. Accordingly, the Content may not be copied, distributed, republished, uploaded, posted, or transmitted in any way outside of the normal functionality of the Services without the prior written consent of AI. Modification or use of the Content except as expressly provided in this Agreement violates AI's Intellectual Property rights or the rights of its licensors. Neither title nor Intellectual Property rights to Content are transferred to Utility by access to the Services.

8. PROPRIETARY NOTICES. Utility agrees to maintain and reproduce all copyright, patent, trademark and other proprietary notices on all copies, in any form, of the Services and its Content, in the same form and manner that such copyright and other proprietary notices are included on the Services, whether they are AI notices or those of third parties including without limitation any other User.

9. UTILITY DATA OWNERSHIP. As between AI and Utility, "Identity Content" given to AI by Utility under this Agreement shall at all times remain the property of Utility and shall be Utility Confidential Information under Section 10 below. AI shall have no rights in the Identity Content other than the limited right to use such for the purposes of providing the Services or those expressly set forth in this Agreement. For the purposes of this Agreement, "Identity Content" shall mean any and all data received from the Utility that is identifiable as data from that Utility or data identifiable to a specific individual person.

10. CONFIDENTIAL INFORMATION. The Services, including, but not limited to, source and object code, logic and structure, database structure, and any and all copies of the foregoing, regardless of the form or media in or on which any of them may exist (all together, the "AI Confidential Information") constitute valuable trade secrets, are the Intellectual Property and confidential information of AI and any other of their licensor(s), and are protected by copyright and Intellectual Property laws, international treaty provisions, and applicable laws of the country in which such AI Confidential Information is being used. AI Confidential Information additionally includes non-public information disclosed by AI if it is clearly and conspicuously marked as

"confidential" or with a similar designation at time of disclosure or non-public information disclosed by AI if, by its nature, would generally be considered by AI to be confidential. Utility's confidential information is any passwords used in connection with the Software and information that Utility specifically designates as confidential. Neither AI Confidential Information nor Utility Confidential Information shall include information which: (i) is or becomes public knowledge through no fault of receiving party; (ii) was in receiving party's possession before receipt from the disclosing party; (iii) is rightfully received by receiving party from a third party without any duty of confidentiality; (iv) is disclosed to a third party by the disclosing party without a duty of confidentiality on the third party; (v) is independently developed by the receiving party; or (vi) is disclosed with the prior written approval the disclosing party. Each party may only disclose the other party's confidential information to those individuals who are participating in the performance of this Agreement and who need to know such confidential information for purposes of receiving and/or using such confidential information in a way expressly permitted by this Agreement, and neither party may use the confidential information of the other party for any purpose except as authorized under this Agreement. AI Confidential Information nor Utility Confidential Information may be disclosed in response to a valid court order or other legal process only to the extent required by such order or process and only after the party making such response has given the other party written notice, if legally allowed, of such court order or other legal process promptly and the opportunity for that other party to seek a protective order or confidential treatment of such confidential information, at that other party's expense, with reasonable cooperation by the responding party. Each party shall retain all ownership of its confidential information including without limitation all Intellectual Property rights in that confidential information. Subject to the licenses granted in this Agreement, Utility agrees, both during the term of the Agreement and after the termination of the Agreement to hold AI Confidential Information in confidence and to protect the disclosed AI Confidential Information by using the same degree of care to prevent the unauthorized use, dissemination or publication of the AI Confidential Information as Utility uses to protect Utility's own confidential information of a like nature, but in no event with less than reasonable care. Utility shall be responsible and liable under the terms of this Agreement for any violation of the confidentiality requirements of this Section committed by Utility's employees, agents, representatives, or independent contractors.

11. MAINTENANCE AND UPGRADES. Any Modifications provided to Utility shall be subject to the rights and obligations, including without limitation the applicable license terms and license restrictions, set forth in and referenced by this Agreement.

12. TERMINATION. The licenses granted by AI under this Agreement may be terminated in accordance with the terms of the Reseller Agreement or any written agreement between Utility and Reseller regarding the Services. The licenses granted by AI under this Agreement immediately terminate upon any breach by Utility of this Agreement. Upon termination of a license from AI under this Agreement for any reason, Utility shall immediately cease using the Confidential Information of AI, and Utility shall (i) cease accessing and using the Services, and any access or use of the Services by Utility's Users, subject to the terminated license, (ii) return AI's Confidential Information to Reseller or destroy it, at Reseller's election, and (iii) at AI's request, provide AI and Reseller with certification from a principal officer of Utility's organization that Utility has complied in full with the requirements of this Section. The provisions of this Agreement shall survive any termination of this Agreement or

any license rights granted to Utility by AI except for those provisions granting from AI to Utility any license or rights in relation to the Services.

13. FEEDBACK. Utility may provide feedback to AI with respect to the Services. Notwithstanding any provision of the Agreement to the contrary, AI may use such feedback for any purpose without obligation of any kind. To the extent a license is required to make use of such feedback, Utility hereby grants to AI an irrevocable, non-exclusive, perpetual, royalty-free, transferrable license, with right to sublicense through multiple levels, to such feedback in connection with AI's business (and the business of its parent, subsidiary, sister, and otherwise affiliated businesses), including without limitation for the enhancement of the Services. Utility represents and warrants that (i) Utility owns or otherwise controls all of the rights in and to the feedback and can grant the license set forth in this Agreement, (ii) Utility has no obligations under law or contract, such as an employment or independent contractor agreement, that would interfere with the rights granted by Utility under this Agreement or would be interfered with by Utility's grant of such rights, and (iii) the feedback Utility supplies is accurate, not misleading, and otherwise in accordance with the terms of this Agreement, and such feedback does not infringe or misappropriate the Intellectual Property of any third party.

14. DISCLAIMER. AI does not assume any responsibility or risk for Utility's use of the Internet. The Content is not necessarily complete and up-to-date and should not be used to replace any written reports, statements, or notices provided by AI or any third party.

ANY WARRANTIES REGARDING THE SERVICES ARE BETWEEN UTILITY AND THE RESELLER, AND NONE ARE GRANTED DIRECTLY TO UTILITY BY AI.

UTILITY'S AND ITS USERS' USE OF THE SERVICES IS AT UTILITY'S AND THOSE USERS' OWN RISK. THE SERVICES AND ITS CONTENT ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, FROM AI. AI DISCLAIMS ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT IN RELATION TO THE SERVICES AND THE CONTENT. AI DOES NOT WARRANT THAT THE FUNCTIONS OR CONTENT CONTAINED IN THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICES OR THE SERVER THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. AI DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING USE, OR THE RESULT OF USE, OF THE SERVICES OR CONTENT IN TERMS OF ACCURACY, RELIABILITY, OR OTHERWISE. THE CONTENT MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS, AND AI MAY MAKE CHANGES OR IMPROVEMENTS AT ANY TIME. SOME STATES MAY NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES OR TO SELL A CONSUMER PRODUCT "AS-IS," SO THIS EXCLUSION MAY NOT APPLY TO UTILITY.

15. LIMITATION ON LIABILITY. TO THE FULLEST EXTENT ALLOWED BY LAW AI AND ITS RESPECTIVE SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OWNERS, SHAREHOLDERS, MEMBERS, OFFICERS, AND DIRECTORS, BUT EXCLUDING RESELLER WHOSE LIABILITY SHALL INSTEAD BE GOVERNED BY UTILITY'S AGREEMENT WITH THE RESELLER, WILL NOT BE LIABLE FOR ANY DIRECT, INCIDENTAL, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING LOSS OF REVENUE, INCOME, PRODUCTION, USE, BUSINESS, OR PROFIT, OR LOSS OF DATA OR DIMINUTION IN VALUE, OR SIMILAR DAMAGES, EVEN IF AI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE COLLECTIVE LIABILITY OF AI AND ITS RESPECTIVE SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OWNERS,

SHAREHOLDERS, MEMBERS, OFFICERS, AND DIRECTORS TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED THE GREATER OF \$100 OR THE MINIMUM AMOUNT ALLOWED BY LAW. UTILITY EXPRESSLY UNDERSTANDS AND AGREES THAT ALL OF UTILITY'S RIGHTS AND REMEDIES RELATED TO OR ARISING OUT OF THE SERVICES ARE STRICTLY AND SOLELY BETWEEN UTILITY AND RESELLER. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. AS A RESULT, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO UTILITY.

16. INDEMNITY. Utility will, to the fullest extent permitted by law, and excluding any claim to the extent due to the gross negligence or intentional acts of AI, indemnify, defend, and hold AI and its respective subsidiaries, affiliates, licensors, content providers, service providers, employees, agents, owners, shareholders, members, officers, directors, and contractors (the "Indemnified Parties") harmless from: (1) any breach of this Agreement by Utility, including without limitation any use of Services and its Content other than as expressly authorized in this Agreement; (2) any claims brought by third parties arising out of Utility's or its Users' use of the Services, including without limitation any Content or information accessed from the Services; (3) personal injury, wrongful death or damage to tangible personal property caused by the products and/or services promoted, sold or distributed by Utility; (4) defective products promoted, sold or distributed by Utility; or (5) representations or claims made about products or services promoted, sold or distributed by Utility. Utility agrees that the Indemnified Parties will have no liability in connection with any of the above, and Utility agrees to indemnify against any and all resulting loss, damages, judgments, awards, costs, expenses, and attorneys' fees (collectively "Losses") of the Indemnified Parties in connection therewith.

17. TRADEMARKS AND COPYRIGHTS. Trademarks, service marks, logos, and copyrighted works appearing in the Services are the property of AI or the party that provided the trademarks, services marks, logos, and copyrighted works to AI. AI and any party that provided trademarks, service marks, logos, and copyrighted works to AI retain all rights with respect to any of their respective trademarks, service marks, logos, and copyrighted works appearing in the Services. Utility agrees that AI may identify Utility as a client and for such purpose use Utility's name and logo in connection with referencing AI clients in any publication, web site or press release.

18. MISCELLANEOUS. This Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), and Utility's use of the Services (collectively a "Dispute"), shall be governed by, and enforced in accordance with, the internal laws of the State of Minnesota, including its statutes of limitation and excluding its conflicts of law rules. Utility's use of the Services may also be subject to other local, state, national, or international laws. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of Minnesota in each case located in the city of Minneapolis and County of Hennepin, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

Notwithstanding the foregoing, in lieu of or addition to any other remedies

available to AI, AI may seek injunctive or other relief in any state, federal, or national court of competent jurisdiction for (i) any actual or alleged infringement of AI's or any third party's intellectual property or proprietary rights; or (ii) any breach of the confidentiality provisions in this agreement. Utility hereby irrevocably consents to the exclusive jurisdiction and venue of the state and federal courts of the State of Minnesota with respect to any such injunctive or other relief. Utility further acknowledges that AI's rights in its intellectual property and confidential information are of a special, unique, extraordinary character, giving those rights peculiar value, the unauthorized use, disclosure, or loss of which cannot be readily estimated and may not be adequately compensated for in monetary damages.

If any part of this Agreement is unlawful, void, or unenforceable, that part will be deemed severable, shall be modified by a court of competent jurisdiction or arbitrator to reflect to the maximum extent possible the original intention of the parties as dictated by the original wording, and will not affect the validity and enforceability of any remaining provisions.

This Agreement shall be legally binding upon and inure to the benefit of AI and Utility, and our respective successors and permitted assigns.

If there is any waiver of a breach or failure to enforce any of the provisions contained herein, it shall not be deemed as a future waiver of said terms or a waiver of any other provision of this Agreement.

No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each party.

Utility agrees that no joint venture, partnership, employment, or agency relationship exists between Utility and AI as a result of this agreement or use of AI's Services.

The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or extent of such section or in any way affect such section.

This Agreement constitutes the entire agreement among the parties relating to this subject matter and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written between Utility and AI with respect to the Services.

Notwithstanding the foregoing, any additional terms and conditions within the Services will govern the items to which they pertain.

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Public Hearings

COUNCIL AGENDA

June 25, 2024

TO: The Honorable Mayor and City Council

SUBJECT: Residential Refuse Rate Adjustment

INTRODUCTION

In accordance with Proposition 218, the City notifies every resident, in writing, regarding proposed adjustments in refuse collection and disposal fees, and the date for a public hearing before the City Council can take action. This requirement was met by mailing notices earlier this spring advising residents of tonight's public hearing.

STATEMENT OF FACT

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

On March 11, 2024, the Environmental Management Committee reviewed materials and recommended that the City Council approve a proposed 6.28% rate increase effective July 1, 2024 to account for annual operating cost modifications. This amounts to an increase of \$1.67 per month, raising the monthly rate from \$26.60 to \$28.27 per month.

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

RECOMMENDATION

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



Jose Gomez
Director of Finance & Administrative Services



Thaddeus McCormack
City Manager

RESOLUTION NO. 2024-37

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAKEWOOD TO ESTABLISH RESIDENTIAL REFUSE
RATES FOR FISCAL YEAR 2024-25

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

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

1. The City contracts with EDCO Disposal for residential refuse removal; each year
their contract is adjusted based on a blended rate using the Consumer Price Index
for the Los Angeles area for the month of January and the average tipping rates in
the area.
2. In order to maintain the current residential services, the current rate must be
adjusted in accordance with the increase in contractor and city operational costs.
3. The rate will be adjusted July 1, 2024, which will be for services starting on or
after July 1, 2024. The monthly rate will be adjusted to \$28.27 from \$26.60.

ADOPTED AND APPROVED THIS 25TH DAY OF JUNE, 2024.

Mayor

ATTEST:

City Clerk

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COUNCIL AGENDA

June 25, 2024

TO: Honorable Mayor and City Council

SUBJECT: 2024 Beekeeping Ordinance

INTRODUCTION.

On March 7, 2024, the Planning and Environment Commission (PEC) conducted a public hearing regarding the 2024 Beekeeping Ordinance and recommended approval of the proposed ordinance to the City Council along with the related categorical exemption.

On June 11, 2024, the City Council conducted a study session on the proposed 2024 Beekeeping Ordinance and provided direction to staff to revise the proposed ordinance, limiting beekeeping operations as follows: 1) no more than ten (10) are to be allowed citywide at any time, and 2) backyard beekeeping is allowed only on R-1 and R-A lots that have a single addressed dwelling unit (this precludes lots with an Accessory, Junior Accessory or SB9 second dwelling unit.)

City Council also directed the Community Development Director to prepare two annual reports regarding the status of the beekeeping program implementation, including any problems. These reports are to include the number of registered beekeeping operations in Lakewood as of January 2026 and January 2027 as listed by the Agricultural Commissioner. Upon receiving the reports, the City Council may choose to keep the ordinance as adopted, modify it, or repeal it.

STATEMENT OF FACTS

ALLOWED ZONES. Currently, the Lakewood Municipal Code (LMC) allows commercial agricultural activities, including apiaries, to be established only on the two lots currently zoned A (Agricultural). Any proposed apiaries in this district are subject to regulations that require beehives to be located more than fifty (50) feet from the property boundary of any public park, school, street, or highway upon which the property fronts or any property zoned for residential purposes.

The proposed ordinance extends the ability to establish a maximum of ten (10) backyard apiaries city wide to residential lots within the R-1 zone and R-A zone. The proposed ordinance will offer these property owners the opportunity to participate in the apicultural hobby of backyard beekeeping, subject to proposed location and operational standards as listed and required within the R-1 and R-A zoning districts.

BEEHIVE STANDARDS. The proposed ordinance defines the locational and operational standards for backyard beekeeping in the allowed zoning districts, and a requirement for an approved site plan review. In addition, it authorizes the proposed “Best Management Practices for Backyard Beekeeping in Lakewood.” The proposed beehive standards are:

Registration and Identification.

- Annual registration of each hive with the LA County Agriculture Commissioner.
- Each hive permanently identified with owner name, address, email, and phone number.
- Number of Hives. One hive per 1,500 square feet of lot area and no more than four.
- Hive Location.
 - No hive shall be located within fifty (50) feet of any public street or highway, any public park, any school, or any residence otherwise not allowed to have an apiary.
 - No hive shall be located in the front, side or rear yard setback areas of a lot.
 - No hive shall be located within four (4) feet of any property line.
 - Hives shall not be readily visible from a public right-of-way.
 - Hives shall be located between any residence and the rear property line.
 - Hives shall be in a secure quiet location that is dark during nighttime hours.
 - Hive entrances shall be oriented to the south or west and a minimum ten (10) feet away from any entrance to a structure located on neighboring properties.
 - Multiple hives may be located together.
- Hive Design/Storage. The beehive design shall incorporate the following:
 - Hives shall be painted a light color to assist in keeping hive cooler in the hot sun.
 - Hives shall have removable frames to facilitate maintenance transfers and inspections.
 - Hive materials and equipment shall be stored in a sealed container or an enclosed building.
- Flight Paths. Honeybees shall be encouraged to fly up and away from the property by:
 - Locating hives, a minimum of eight (8) feet above the adjacent ground level, or
 - Locating hives, a minimum four (4) feet away from a minimum six (6) foot tall perimeter solid wall, fence or dense hedge located on or adjacent to the property line.
- Water. Beehives shall have an adequate on-site continually clean, fresh, and circulating water source that does not become a breeding ground for mosquitoes.
- Hive Maintenance. Beekeepers shall maintain apiaries in compliance with the City approved guidelines titled “Best Management Practices for Backyard Beekeeping in Lakewood.” These guidelines include recommendations regarding regular inspections, proper record keeping, swarm prevention, overcrowding reduction, disease control, deterrents to bee nectar robbing, and the need for periodic queen replacement.
- Food Production. Regulate food production (*honey*) if sold as a cottage food enterprise.

PUBLIC NUISANCE BEES. This ordinance defines when a bee colony becomes an enforceable public nuisance. Honeybees in an appropriate zone and in an approved, properly maintained and operated beehive that has a current and valid permit issued by the LA County Agricultural Commissioner annually are acceptable, as long as the bee colony remains docile and productive. Otherwise, honeybees and other flying insects identified as wasps, hornets, and yellow jackets are subject to enforcement, as follows:

- **Quantity and Duration.** It is unlawful for any property owner to have, allow to remain, or maintain on their lot for more than 48 consecutive hours any group of the flying insects listed above in a cluster that exceeds a 12-inch circumference or 4-inch diameter (*e.g. softball size*) or collectively has more than 500 of such flying insects on a lot. This shall include any hive, comb, nest, swarm, colony, breeding ground or a group of flying insects commonly known as bees, wasps, hornets, or yellow jackets. Included are the following:
 - Any colony of flying insects that are not in an approved and properly permitted beehive.
 - Any group of flying insects including honeybees that exhibit aggressive or overly defensive behavior, or that otherwise interferes with the quiet and normal use of residential property.
 - An abandoned, unmaintained, or otherwise non-conforming beehive.
 - Any beekeeping activities that do not comply with locational and operational standards.
 - Any bee colony or beehive requiring relocation, extermination or destruction, as determined necessary by a beekeeping professional or service.
- **Maintenance.** It is unlawful to intentionally or unintentionally maintain or fail to maintain any property, including any building, device, or vegetation in such a manner that it allows and encourages such insects to remain and thrive on the property in any life stage and/or to return to the property once removed, or the failure to remove any such nest, hive, colony or swarm within ten (10) days of notification of such failure in writing or by email by the City.

CEQA

This Ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3). This Ordinance has no impact on the physical environment as it will only modify administrative procedures.

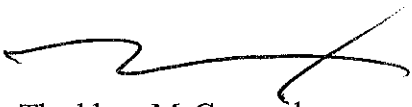
PUBLIC NOTICE

Pursuant to Section 9422 of the Lakewood Municipal Code and State Law, notice of the public hearing for this amendment was posted on the City's webpage on April 10, 2024, posted in three public places on April 10, 2024, and published in the Press Telegram newspaper on April 10, 2024, pursuant to Section 9422, et seq., of the Lakewood Municipal Code and State Law. The proposed ordinance hearing has been continued to a specific date and time several times since the original official public notification.

RECOMMENDATION

It is the recommendation of the Planning and Environment Commission as stated in PEC Resolution 3-2024, that the City Council introduce the proposed 2024 Beekeeping ordinance, approve the "Best Management Practices for Backyard Beekeeping in Lakewood" and approve the associated CEQA exemption.


Abel Avalos
Director of Community Development


Thaddeus McCormack
City Manager



BEST MANAGEMENT PRACTICES FOR BACKYARD BEEKEEPING IN LAKEWOOD

(Revised March 7, 2024)

Good Neighbor Practices

Future Backyard Beekeeper, you are planning to bring several thousand stinging insects into close proximity of your neighbors' backyards. Being a good neighbor requires that you inform your neighbors of your intentions to do backyard beekeeping of domesticated docile honeybees.

Beekeepers need to educate their neighbors as to the advantages of domesticated beekeeping. Furthermore, you need to assure them that your beekeeping practices and your hives are located in a manner that will minimize impacts on their normal outdoor activities. They need to understand that you will do everything possible to assure that your beekeeping hobby will not become a nuisance or a potential threat of harm to them, their family members, or their pets.

They also need to understand that honeybee swarming is a natural occurrence in bee biology to manage overcrowding of your beehive colony and to expand the bee population. Just like human households, the teenage bees have grown up and are moving out to fulfill their independent lives in new homes. If swarming happens, it should not last more than 48 hours as the bees search for a new hive to establish a new colony. Honeybee swarming is normally not a threatening activity, as the bees are very docile in this temporary transition traveling mode as they search for a new home with a new queen. It is an interesting phenomenon that should be observed and appreciated.

Beekeeper, you need to assure your neighbors that you will manage your bee colony properly by splitting your hive before swarming occurs. If swarming does occur, you need to assure your neighbors that you will have the bees rescued and removed by a professional bee control service or eliminated before they establish a new colony on an adjacent property.

Beekeepers need to learn of any potential health threats to their neighbors that may be present due to known severe allergic reactions to bee stings. This knowledge should be a factor in your decision to establish or not establish a new backyard beekeeping activity. It may take some explaining and educating, but once people understand more about honeybees, their minds can be changed. Conflicts with neighbors are not good for you or other beekeepers and could result in the City increasing beekeeping regulations or prohibiting beekeeping totally.

Best Management Practices for Backyard Beekeeping in Lakewood

(Revised 03/07/2024)

Education

Any resident considering backyard beekeeping as a hobby should first educate themselves on basic principles and guidelines. A basic understanding of honeybee biology, foraging habits, and hive management is essential.

- Take a class.

Cal Poly Pomona – Extended University Girl Next Girl
Next Door (girlnextdoorhoney.com)
Beekeeping organizations (all listed below offer courses)

- Join a local beekeeping club or group.

Beekeepers Association of Southern CA (beekeepersassociationofsoutherncalifornia.org)
The Orange County Beekeepers Association (ocbeekeepers.org)
Los Angeles County Beekeepers Association (losangelescountybeekeepers.com)
OC Backyard Bees (backyardbees.net)

- Seek out additional on-line knowledge.

Scientificbeekeeping.com
American Beekeeping Federation (abfnet.org)
American Bee Journal (americanbeejournal.com)

- Read a book.

The Beekeeper's Handbook by Alphonse Avitabile & Diana Sammataro (2006)
First Lessons in Beekeeping by Keith S. Delaplane (2007)
Natural Beekeeping: Organic Approaches to Modern Apiculture by Ross Conrad (2007)
The Hive and the Honeybee by L.L. Langstroth (1853)
The Backyard Beekeeper: An Absolute Beginner's Guide by Kim Flottum (2010)
The ABC & XYZ of Bee Culture: An Encyclopedia Pertaining to the Scientific and Practical Culture of Honeybees
Beekeeping: A Practical Guide by Richard E. Bonney (1993)
Biology of the Honeybee by Mark L. Winston (1991)

- Find an experienced beekeeping mentor.

- Follow this guideline: "Best Management Practices for Backyard Beekeeping in Lakewood."

Considerate Hive Management

Beekeepers should remember that weather conditions influence bee behavior and should only work with their bees only when conditions are cool and favorable. Beekeepers should open their hives when their neighbors are not working or playing outdoors. Beekeepers should also be mindful to perform hive manipulations as quickly as possible with minimum disturbance to the bees and neighbors.

Extended hive manipulations, particularly when removing honey, should be carefully planned to accommodate and not disturb the surrounding neighbors' outdoor activities. Smoke should be used when working with the bee colonies in the hives. Hive entrances should be smoked before conducting landscape mowing or trimming activities in the area near the bee hives. Clippings and exhaust should be directed away from hive entrances, so as to not disturb the bees.

Recommended Standards

- a. **Apiary Registration Required.** This is required to allow hive health inspections and to protect backyard beekeeping activities when Los Angeles County Vector Control conducts pesticide spraying. The beekeeper shall register with the Los Angeles County Department of Agriculture Commissioner within 30 days of establishing a new apiary and shall reregister each January of every year thereafter while in possession of the apiary pursuant to California Food and Agricultural Code Sections 29040-29056.
- b. **Permission of Landowners.** Any person wishing to place or keep an apiary, or cause or allow an apiary to remain on land not owned or possessed by such person should first obtain permission to do so from the owner or person lawfully in possession of such land.
- c. **Maximum Hives.** The number of hives will depend on the size of the property, the buffer space you have between you and your neighbor, the size of hives you have, and the types of bees you keep. Beekeepers using proper management skills will split hives to prevent swarming and combine hives when they naturally shrink over the course of a year, varying the number of hives they have in an apiary. Be a good neighbor and limit the amount of hives on a lot to no more than one hive for every 2,500 square feet of lot area. The hives may be located together.
- d. **Inspectable.** All bee colonies should always be kept in an inspectable condition, and the hives should have removeable frames. Removable frames in hives allow inspection for size, brood, food, disease, and status of the queen. Two common examples of removable frame hives are the Langstroth hive and a Top Bar hive. Hives should not be kept in trees, walls, attics, or meter boxes where they cannot be managed. Hives in those places should be removed by the property owner or a professional bee removal company.
- e. **Hive Color.** All hive components should be painted using a light color to reduce the heat being absorbed during the summer months. This will ensure bees are kept in a cooler environment and this will reduce swarming tendencies.

Operational Standards

- a. **Food Production.** Any production of honey, wax, or related product shall be subject to the home occupation and cottage food requirements of the Lakewood Municipal Code and all applicable County of Los Angeles Health Department cottage food requirements.
- b. **Reduce Overcrowding.** The Beekeeper should continually manage each hive to provide adequate living space for their resident honeybees to prevent swarming.
- c. **Requeen Hive.** Hives should be requeened at least once every two years to prevent swarming and should be requeened in any instance in which a colony exhibits unusually aggressive characteristics by stinging or attempting to sting without due provocation or exhibits an unusual disposition towards swarming. It should be the duty of the beekeeper to requeen the colony in such instances. Queens should be selected from stock bred for gentleness and non-swarming characteristics.
- d. **Water Source.** Bees use substantial amounts of water to hydrate and cool their hive. A fresh, shallow, and consistent water source for bees should always be provided on the property where the bees are kept. This will discourage bee visitation at swimming pools, fountains, hose bibs, and other water sources on adjacent public or private property. The water should be kept fresh and clean so as not to become a breeding ground for mosquitoes.
- e. **Apiary Equipment Storage.** Hive maintenance materials or equipment shall be stored in a sealed container or placed within a building or other bee-proof enclosure.

Location Criteria

Hive Location. Hives should be placed in a quiet area and not directly against a neighboring property line unless a solid fence or dense plant barrier of six feet or higher forms the property boundary. Hives should be located and maintained as far away as possible from roads, sidewalks, and rights of way.

Flight Paths. Hive flight paths (generally six-ten feet in front of the hive entrance) should remain within the apiary owner's lot, although barriers (e.g., fencing, and tall shrubs) can sometimes be used to redirect the bees' flight pattern. Care should be taken so this flight pattern does not cross sidewalks, driveways, playgrounds, or other public areas.

- a. Hives shall be located between the residence and the rear property line.
- b. Hives shall not be visible from a public right-of-way.
- c. Hives shall be in a dark location when the sun goes down as bees are attracted to light. Avoid placing a hive where a light will attract the bees to create a nuisance.
- d. Hive location shall be secured from unauthorized access and vandalism.
- e. Hives shall either be screened so that the bees must fly over a six-foot barrier, which may be vegetative, before leaving the property, or be placed at least eight feet above the adjacent ground level.

Swarm Prevention

Swarming is natural honeybee behavior, but the beekeeper should actively work to prevent or minimize swarming. Primary causes of swarming are old queens, overcrowding and/or overheating in the hive. Beekeepers should do the following to avoid the bee colony tendency to swarm.

- a. Replace old or failing queens, because as queen bees age, their queen pheromone fades reducing their control of the hive, which then triggers the bee colony to swarm to get a new queen.
- b. Appropriately time additions of supers for increases in brood rearing and honey storage.
- c. Colony division (splitting a hive) into two separate hives.
- d. Brood chamber manipulation.
- e. Use a screened bottom board.

When a swarm occurs, efforts should be made to collect the swarm or call a bee removal company to do the collection. Swarms captured from areas where the origin of the bees may be questionable, should be monitored frequently for abnormal defensiveness.

Queens

Queens should only be obtained from reliable sources. Queen breeders are preferred to reduce the chances of introducing Africanized bees and to ensure that the new queen is well suited to the climate. Beekeepers should ensure that their new queens are young (less than two years old) and in vigorous layers. Each beekeeper should evaluate their queens monthly for performance and hive gentleness. Any colony exhibiting unusually defensive behavior, or an excessive swarming tendency should be re-queened as soon as possible. Desirable genetic characteristics for a queen should include:

- Gentle Disposition
- Quick Colony Build Up
- Good Honey and Pollen Collectors
- Low Swarming Instinct

Robbing Behavior

When nectar is scarce, honeybees may rob nectar from other hives. When they do, they tend to appear more defensive. Under such conditions, beekeepers should work hives for only short periods of time and only if necessary. Exposing honey can encourage robbing. Open hives can entice robbing thus stirring up the hive. Be a thoughtful conscientious neighbor. All honey and sugar water spills should be cleaned up immediately. Areas used for honey extraction should be bee-proofed to prevent robbing.

Disease Control

Any hive found to be diseased should be dealt with in the appropriate manner. There are several honeybee diseases and pests. It is critical that beekeepers be educated to recognize and respond to honeybee disease. A disease like American Foulbrood has spores which can remain viable for three or more decades and is extremely contagious. The only recourse with this disease is burning the equipment or placing it in a sealed bag to be taken to a landfill. When evidence of disease is found, the hive should be treated and/or have the equipment removed promptly to avoid spreading the disease to neighboring hives. For this reason, beekeepers should be extremely cautious about mixing hive equipment and purchasing used equipment. It is incumbent on beekeepers to manage all disease and pests, including parasitic mites, to ensure colony health and honey quality.

Recordkeeping and Time Management

Beekeeping requires time to inspect and manage a hive properly, keep it healthy, and keep it at an optimum size for honey production without swarming. Ideally, hives should generally be inspected once a week for food, queen behavior, disease, pests, and spacing.

Good recordkeeping should be a priority for all beekeepers and keeping a written record of colony manipulation and observations for each hive is an especially useful tool. The beekeeper colony management log should include a catalog of the equipment used, a record of inspections and findings, and a history of actions (e.g., adding / removing honey supers), and any relevant observations regarding the hive.

Glossary

Apiary: Single location where one or more beehives are kept.

Bee: Any stage of the common domestic honeybee (*Apis Mellifera species*).

Bee Box, Brood Box or Honey Supers: A professional beekeeping hive box with removable frames that have no top or bottom which allow the beekeeper to expand or condense the hive, as necessary.

Beehive: Structure for the housing of a honeybee colony.

Beekeeper: A person who keeps honeybees and manages beehives.

Beekeeping: The keeping or maintenance of an apiary in a hive as a primary or accessory use.

Brood: The eggs, larvae, and pupa of the honeybee prior to emerging as an adult bee.

Colony Collapse Disorder (CCD): The phenomenon that occurs when a majority of worker bees in a colony disappear and leave behind a queen, plenty of food and a few nurse bees to care for the remaining immature bees and the queen.

Frame: A hive component where bees build their honeycomb.

Hive: A colony of bees with one queen. This can be from a few hundred to many thousands of bees.

Honeycomb: Beeswax cells where the honey pollen and the brood are stored.

Langstroth Hive: A beehive box designed with removable frames that allow a beehive to be inspected and then expanded or contracted as determine necessary for a healthy colony population.

Best Management Practices for Backyard Beekeeping in Lakewood
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Pollination: The process of collecting pollen from one flower and depositing it on another flower.

Removable Frame: A frame designed to be removed from a hive box for inspection purposes.

Requeen: Replacing the queen bee in a colony with a new, younger queen, to prevent bees swarming, increase brood and honey production or reduce hive defensiveness.

Robbing: Bees trying to steal honey from a hive that is not their own.

Smoker: A tool used by a beekeeper to produce smoke to calm the bees

Swarm: Group of bees in a transitional state leaving their original hive/colony, clustering and then leaving again to establish a new hive/colony.

RESOLUTION NO. 3-2024

A RESOLUTION OF THE LAKEWOOD PLANNING AND ENVIRONMENT COMMISSION RECOMMENDING TO THE CITY COUNCIL APPROVAL OF A PROPOSED ORDINANCE OF THE CITY OF LAKEWOOD AMENDING THE LAKEWOOD MUNICIPAL CODE TO AUTHORIZE BACKYARD BEEKEEPING OF HONEYBEES WITHIN BOTH THE R-1 (SINGLE FAMILY RESIDENTIAL) AND RA (RESIDENTIAL AGRICULTURE) ZONING DISTRICTS FOR THOSE LOTS ADJACENT TO AREAS ZONED EITHER AS A (AGRICULTURE) OR OS (OPEN SPACE), IN WHICH APIARIES ARE PROPOSED TO BE ALLOWED USES, PROVIDED THEY ARE NOT A SCHOOL OR A PUBLIC PARK.

THE PLANNING AND ENVIRONMENT COMMISSION OF THE CITY OF LAKEWOOD DOES FIND, RESOLVE, AND DETERMINE AS FOLLOWS:

SECTION 1. The Planning and Environment Commission (“Commission”) conducted on the 7th day of March 2024, a public hearing in the City Council Chambers, 5000 Clark Avenue, Lakewood, California, following proper notice of the hearing as to the time and manner as required by law. The public hearing considered an ordinance proposing to amend the Lakewood Municipal Code (LMC) to authorize backyard beekeeping on lots within the R-1 (Single Family Residential) and RA (Residential Agriculture) zoning districts for lots adjacent to areas zoned as A (Agriculture) and OS (Open Space) in which apiaries are also proposed as allowed uses, provided they are not a school or a public park.

The Commission finds that the City needs to review and modify existing local regulations from time to time and in this instance, it is to amend regulations of the Lakewood Municipal Code to authorize beekeeping of honeybees on lots within the R-1 (Single Family Residential) and RA (Residential Agriculture) zoning districts for lots adjacent to areas zoned as A (Agriculture) and OS (Open Space) in which apiaries are also proposed as allowed uses, provided they are not a school or a public park. This is to allow beekeeping on the specified lots, subject to regulations regarding the establishment and operation of apiaries in these zone districts.

The Commission hereby submits its report, findings, and recommendation to the City Council regarding this ordinance. A summary of the hearing is set forth in the attached Minutes of the Commission and is hereby made a part hereof. The Secretary of the Commission is directed to attach the Minutes of the hearing to the Resolution, when prepared, and forward those to the City Council for review and consideration, whether or not first approved by the Commission.

SECTION 2. This ordinance is not subject to CEQA review pursuant to CEQA Guidelines Section 15061(b) (3) which is the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. CEQA does not apply where it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment.

This Ordinance has no impact on the physical environment as it will only modify administrative procedures and not result in any changes to the physical environment.

SECTION 3. Based on the aforementioned findings, the Planning and Environment Commission recommends to the City Council that the City Council adopt the attached ordinance, after holding a public hearing.

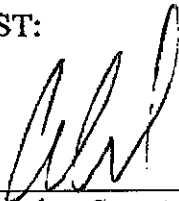
ADOPTED AND APPROVED this 7th day of March 2024, by the members of the Planning and Environment Commission voting as follows:

AYES:	Commissioners:	Stuckey, Samaniego & Baca
NOES:	Commissioners:	n/a
ABSENT:	Commissioners:	Cole & Ung
ABSTAIN:	Commissioners:	n/a



Bill Baca, Chairperson

ATTEST:



Abel Avalos, Secretary

ORDINANCE NO. 2024-4

AN ORDINANCE OF THE CITY OF LAKEWOOD AMENDING THE LAKEWOOD MUNICIPAL CODE TO AUTHORIZE BACKYARD BEEKEEPING FOR HONEYBEES ON NO MORE THAN TEN LOTS AT ANYTIME CITYWIDE WITHIN BOTH THE R-1 (SINGLE FAMILY RESIDENTIAL) AND R-A (RESIDENTIAL AGRICULTURE) ZONING DISTRICTS SUBJECT TO DEVELOPMENT STANDARDS

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

SECTION 1. PURPOSE. The purpose of this ordinance is to allow no more than ten single-addressed residential lots at any time citywide to establish, operate and properly maintain backyard beekeeping operations for honeybees. Such operations shall be subject to restrictions as listed for lots within the R-1 (Single Family Residential) and R-A (Residential Agricultural) zoning districts and for such lots also have a portion zoned as OS (Open Space). Areas zoned as A (Agriculture) shall continue to have apiaries, as an allowed use. Currently, the Lakewood Municipal Code ("LMC") only allows beekeeping within apiaries established as an approved land use on properties within the A (Agricultural) zoning district, subject to the regulations of that district that limit the location of apiaries to be more than fifty (50) feet from the property boundary of any public park, school, street, or highway upon which the property fronts.

SECTION 2. INTENT. The City of Lakewood wants to enable resident hobbyists to have an opportunity to pursue backyard beekeeping safely and successfully in a manner that does not impact surrounding properties, and in such a manner that it promotes a pleasurable, economically, culturally, and agriculturally beneficial activity within the City of Lakewood. The City finds that the addition of a maximum of ten apiaries as an allowed use on lots within R-1 and R-A zone districts is a reasonable accommodation to allow such backyard beekeeping activities.

Honeybees are critical to humankind by providing agriculture, fruit, and garden pollination services, and by furnishing honey and other useful apicultural products. California is among the leading states in honey production and the use of honeybee pollination services. The city recognizes that the occasional swarming of honeybees is a normal, natural, and non-threatening occurrence within the lifecycle of a honeybee population. Such events reduce overpopulation of individual hives and allow healthy expansion of the honeybee population through the creation of new hives. However, the city still remains concerned about the public nuisance created by swarms of other flying insects and the colonization of all flying insects, including honeybees, when they are not in an approved, properly maintained, inspected, and annually permitted beehive.

Furthermore, the City Council wants to monitor the implementation of this ordinance for two full calendar years of operation. Therefore, the Community Development Director is instructed to prepare and present a report to the Council regarding any experiences implementing this ordinance both positive and negative, including the number of backyard beekeeping operations issued permits annually by the Los Angeles County Agricultural in January of both 2026 and 2027. City Council may choose to either continue, modify or terminate the ordinance as adopted.

SECTION 3. Subsection 4323. P. of the Lakewood Municipal Code regarding property nuisances being defined as public nuisances per se is hereby amended to read as follows:

P. BEES, WASPS, HORNETS, AND YELLOW JACKETS.

It is unlawful for any property owner to have, allow to remain, or maintain on any lot for more than 48 consecutive hours any group of the flying insects listed below in a cluster that exceeds a 12-inch circumference or 4-inch diameter (*e.g. softball size*) or collectively has more than 500 of such flying insects on a lot. This shall include any hive, comb, nest, swarm, colony, breeding ground or a group of flying insects commonly known as bees, wasps, hornets, or yellow jackets, except as allowed by this code for honeybees (*Apis mellifera*) within the R-1, R-A, A, and O-S zoning districts. Such unlawful activity is hereby declared to be a public nuisance per se.

Furthermore, except as authorized by this code, it is unlawful to maintain or fail to maintain such property in such a manner that it allows and encourages such insects to remain and thrive on the property in any life stage and/or to return to the property once removed or eliminated. The removal, collection, extraction, and relocation of honeybees to an approved location is an allowed and encouraged activity to be done by a professional beekeeper or beekeeping service. The following applies:

1. Regulated Species. Specifically regulated are those flying insects that are within the biological order of Hymenoptera and suborder *Apocrita* (bees, wasps, and ants) but shall not include any ant species and shall include the following and any similar types of insects, as determined appropriate by the Community Development Director:

a) **Bees.** All *Apoidea* super family species including, but not limited to, Honeybees (*Apis mellifera*), except as allowed in the R-1, R-A, A, and O-S zoning districts.

b) **Wasps, Hornets, and Yellow Jackets.** All *Vespula* family species, including but not limited to, *Vespula pensylvanica* (Western Yellowjacket) and *V. Mischocyttarus flavitarsus* (Common Paper Wasps.)

2. Prohibited Actions. Except as allowed by this code on properties zoned R-1, R-A, A, or O-S this prohibition includes:

a) The intentional possession and maintenance of such insects in any life stage in any comb, hive, swarm, colony, or any structure or device containing therein a group of such insects in any life stage, and any material deposited by such insects.

b) The unintentional possession of such insects inside a building, other device, or vegetation on the property and/or the failure to remove any such nest, hive, colony or swarm within ten (10) days of notification of such in writing or by email by the City.

c) Furthermore, this prohibition includes honeybees (*Apis mellifera*) that are located on any lots zoned R-1, R-A, A, or O-S, but that are not located or maintained in compliance with the required development standards for beehive location and operation. All such honeybee colonies shall be housed in an approved properly maintained beehive that is validly permitted annually by the Los Angeles County Agricultural Commissioner in January of every calendar year. This prohibition includes bee colonies that are:

- 1) Occupying beehives that are not validly permitted,
- 2) Not complying with development standards for location and operation,
- 3) Improperly maintained or are abandoned,
- 4) Interfering with the normal and peaceful use of any residential property,
- 5) Required to be relocated or exterminated as determined by a professional bee service due to observed colony behaviors that are overly aggressive, hostile or defensive, or

- 6) Required to be destroyed by a bee specialist in order to protect other bee populations from extensive disease or damage caused by pestilences, pests and/or pesticides.

SECTION 4. Subsection 9320 A.8 of the Lakewood Municipal Code, regarding adding apiaries as an allowed land use in the R-1 (Single Family Residential) zoning district is added to read as follows:

9320. USES PERMITTED.

- A. One or two single-family dwelling units of a permanent character placed in permanent locations, including the following accessory uses and buildings:

...

8. Apiaries. An apiary for private backyard beekeeping of honeybees (*Apis mellifera*) with no more than four (4) hives is allowed on a lot at the rate of not more than one hive per 1,500 square feet of lot area, provided the lot has only one addressed dwelling unit. A lot with a beekeeping operation may not also have an ADU, JADU or second primary dwelling unit as otherwise allowed by state law. A site plan approved by the Community Development Director or designee is required to indicate the location and number of hives proposed and to inform a potential residential backyard beekeeper that the proposed beekeeping activities comply with all of the following:

a) **Registration and Identification.** The beekeeper shall register each hive with the Los Angeles County Agriculture Commissioner within 30 days of establishing a hive and reregister each hive annually in January of every year thereafter, pursuant to California Food and Agricultural Code Sections 29040-29056. Each beehive shall be identified with the beehive owner's name, phone number, address, and email address that is stenciled or otherwise marked permanently and attached to the hive. There shall not be more than ten (10) such registrations allowed annually citywide in any zone district.

b) **Hive Location.** No hive shall be located within fifty (50) feet of any public street or highway, any public park, or any school (public or private). The following beehive locational standards shall apply:

- i) No hive shall be located in the front, side or rear yard setback areas of a lot.
- ii) No hive shall be located within four (4) feet of any property line.
- iii) Hives shall not be readily visible from a public right-of-way.
- iv) Hives shall be located between any residence and the rear property line.
- v) Hives shall be in a secure quiet location that is dark during nighttime hours.
- vi) Hive entrances shall be oriented to the south or west and a minimum ten (10) feet away from any entrance to a structure located on neighboring properties.
- vi) Multiple hives may be located together.

c) **Flight Paths.** Honeybees shall be encouraged to fly up and away from the property by locating beehives as follows:

- i) A minimum of eight (8) feet above the adjacent ground level, or
- ii) A minimum four (4) feet away from a minimum six (6) foot tall perimeter solid wall, fence or dense hedge located on or adjacent to the property line.

d) **Water.** Beehives shall have an adequate on-site continually clean, fresh, and circulating water source that does not become a breeding ground for mosquitoes.

e) Hive Maintenance. Beekeepers shall maintain apiaries in compliance with the guidelines titled “Best Management Practices for Backyard Beekeeping in Lakewood.” The Community Development Director is hereby authorized to maintain and update the guidelines from time to time, as necessary. The guidelines include recommendations regarding regular inspections, proper record keeping, swarm prevention, overcrowding reduction, disease control, deterrents to bee nectar robbing, and the need for periodic queen replacement.

f) Beehive Design/Storage. Hives shall be painted a light color to assist in keeping hive cooler in the hot sun. Hives shall have removable frames to facilitate maintenance, regular inspections, and transfers and expansions. Hive maintenance materials and equipment shall be stored in a sealed container or placed within an enclosed building.

g) Food Production. Apiary food production (*e.g., honey, etc.*) for sale shall be subject to regulations regarding cottage food enterprises and home-based businesses, and in compliance with Los Angeles County Public Health Department regulations.

SECTION 5. Subsection 9326 A.8. of the Lakewood Municipal Code, regarding beekeeping as an allowed land use in the Residential Agricultural (R-A) zoning district is added to read as follows:

9326. USES PERMITTED.

A. One or two single-family dwelling units of a permanent character placed in permanent locations, including the following accessory uses and buildings:

...

8. Apiaries. An apiary for private backyard beekeeping of honeybees (*Apis mellifera*) with no more than four (4) hives is allowed on a lot at the rate of not more than one hive per 1,500 square feet of lot area, provided the lot has only one addressed dwelling unit. A lot with a beekeeping operation may not also have an ADU, JADU or second primary dwelling unit as otherwise allowed by state law. A site plan approved by the Community Development Director or designee is required to indicate the location and number of hives proposed and to inform a potential residential backyard beekeeper that the proposed beekeeping activities comply with all the R-1 zone provisions listed in Section 9320. A.8., related to the location and operation of beekeeping activities.

SECTION 6. Subsections 9338 A and D.2. of the Lakewood Municipal Code, regarding apiaries as an allowed land use in the Agricultural (A) zoning district is amended to read as follows:

A (AGRICULTURE) ZONE REGULATIONS

9338. USES PERMITTED.

A. Any use permitted in the R-A zone subject to the same conditions except as hereinafter provided. The number of animals that may be maintained in an A zone in connection with agricultural pursuits shall be as follows. However, it shall be unlawful to keep or maintain in any A zone any hog, pig, goat, or sheep, unless otherwise permitted by this code.

...

D. Property in an A zone may be used for the following light agricultural uses in addition to the uses herein specified, provided that any accessory building, outhouse, corral, coop, hatch, pen, beehive, private shop, garage, stable, storage shed, or structure used or to be used in connection therewith be located not closer than 50 feet from any public park or any school (public or private) or any street or highway upon which such property fronts, or any area in any residential zone, unless such residentially zoned property is allowed to have an apiary:

...
2. **Commercial Greenhouses, Aviaries, and Apiaries.** All operated in compliance with state and local laws and any local regulations, standards and administrative procedures including those of the Los Angeles County Agricultural Commissioner regarding the design, operation, location, number, density, and any required annual registration of such commercial agricultural facilities.

SECTION 7. Subsection 9441. J. of the Lakewood Municipal Code, regarding uses permitted in the Open Space (OS) zoning district is hereby added to read as follows:

J. Commercial Greenhouses, Aviaries, and Apiaries. All operated in compliance with state and local laws and any local regulations, standards and administrative procedures including those of the Los Angeles County Agricultural Commissioner regarding the design, operation, location, number, density, and any required annual registration of such commercial agricultural facilities. Apiaries shall only be allowed on a lot with an OS zone district that is split with a R-1 or R-A zoning district and that has a single addressed dwelling unit with an approved backyard beekeeping operation, which complies with all the R-1 zone provisions listed in Section 9320. A.8., related to the location and operation of beekeeping activities.

SECTION 8. CEQA. This Ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b) (3). This Ordinance has no impact on the physical environment as it will only modify administrative procedures.

SECTION 9. SEVERABILITY. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent authority, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 10. CONTINUITY. To the extent the provisions of the Lakewood Municipal Code as amended by this Ordinance are substantially the same as the provisions of that Code as they read immediately prior to the adoption of this Ordinance, then those provisions shall be construed as continuations of the earlier provisions and not as new enactments.

SECTION 11. CERTIFICATION. The City Clerk shall certify the adoption of this Ordinance and shall post a certified copy of this Ordinance, including the vote for and against same, in the Office of the City Clerk, in accordance with Government Code Section 36933. The City Council hereby finds and determines there are no newspapers of general circulation both published and circulated within the City and, in compliance with Section 36933 of the Government Code, directs the City Clerk to cause the ordinance within 15 days after its passage to be posted in at least three (3) public places within the City as established by Ordinance.

SECTION 12. EFFECTIVE DATE. This Ordinance shall be posted or published as required by law and shall take effect thirty (30) days after its adoption.

ADOPTED AND APPROVED this ____ day of _____, 2024, by the following roll call vote:

	AYES	NAYS	ABSENT
Council Member Wood	_____	_____	_____
Council Member Croft	_____	_____	_____
Council Member Arellano	_____	_____	_____
Vice Mayor Chase	_____	_____	_____
Mayor Rogers	_____	_____	_____

Mayor

ATTEST:

City Clerk

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Legislation

COUNCIL AGENDA

June 11, 2024

TO: Honorable Mayor and City Council

SUBJECT: Commercial Car Washes – Special Events Permits

INTRODUCTION

In October 2023, Neighborhood Preservation Officers issued citations to a commercial car wash for operating beyond the allowed hours of operation. The car wash was hosting a nightly for-profit Halloween themed car wash event. Despite repeated citations, the car wash continued to operate beyond the allowed hours of operation.

In May 2024, the City Council increased the fines for such violations to deter car washes from operating outside normal hours. In addition to the increased fines, staff would like to utilize special events permits for such events to regulate the types of events that could cause negative impacts to adjacent residential zones.

STATEMENT OF FACTS


The Lakewood Municipal Code (LMC) prohibits commercial car washes from operating before 7:00 a.m. and after 8:00 p.m. Over the past two years, Lakewood has experienced an increase in commercial car washes hosting special themed events operating outside their normal hours of operation prompting noise and traffic concerns. These events, which usually are themed around holidays such as Halloween and Christmas, draw many patrons, including families with young children.

Car washes can operate within commercial zones with a Conditional Use Permit (CUP). A CUP is used to place specific conditions on a business to minimize potential conflicts and negative impacts on surrounding residential and commercial zones. Requiring a car wash to obtain a permit for these special events would help to ensure that they comply with a CUP with respect to scope or nature of activity, physical use of the property, or that exceeds the maximum hours of operation set forth in the LMC.

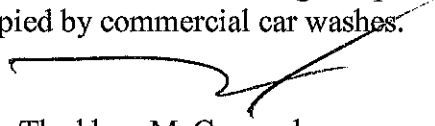
Under the proposed Resolution, the City's Director of Finance and Administrative Services, or his/her designee, shall be authorized to issue the Special Event Permit, and shall be authorized to impose conditions and restrictions on the Permit as he/she deems necessary and appropriate, including but not limited to: (1) The posting of a bond which would be forfeited in the event of violation of the conditions of the Permit; (2) requirement of approval/concurrence of residential neighbors; (3) the submittal of a traffic plan; (4) the provision of contracted traffic management during the Event; and (5) reimbursement for staff costs in the case of violations of the Permit, including costs of staff time required to document and report violations.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution establishing a requirement for obtaining a permit for special events at properties occupied by commercial car washes.



Abel Avalos
Director of Community Development



Thaddeus McCormack
City Manager

RESOLUTION NO. 2024-38

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD ESTABLISHING A REQUIREMENT FOR OBTAINING A PERMIT FOR SPECIAL EVENTS AT PROPERTIES OCCUPIED BY COMMERCIAL CAR WASHES

THE CITY COUNCIL OF THE CITY OF LAKEWOOD HEREBY RESOLVES AS FOLLOWS:

SECTION 1. On any property at which a commercial car wash operates pursuant to Section 9350(B)(13)(b) of the Lakewood Municipal Code, it shall be necessary to obtain a "Special Event Permit" (the "Permit") from the City for any activity that exceeds the authority of that property's Conditional Use Permit with respect to scope or nature of activity or physical use of the property, or that exceeds the maximum hours of operation set forth in said LMC section. The City's Director of Finance and Administrative Services, or his/her designee (the "Director"), shall be authorized to issue the Permit, and shall be authorized to impose conditions and restrictions on the Permit as he/she deems necessary and appropriate, including but not limited to: (1) The posting of a bond which would be forfeited in the event of violation of the conditions of the Permit; (2) requirement of approval/concurrence of residential neighbors; (3) the submittal of a traffic plan; (4) the provision of contracted traffic management during the Event; and (5) reimbursement for staff costs in the case of violations of the Permit, including costs of staff time required to document and report violations.

SECTION 2. A decision by the Director on an application for the Permit may be appealed by the applicant to the City's License and Permit Hearing Board (the "Board"). Any such appeal must be filed with the City Clerk, in writing, not later than five days after the Director provides the applicant with a notice of decision on the application. The Board's decision on such appeal shall be final.

SECTION 3. The application fee for the Permit shall be \$500.00. The fee for appealing the Director's decision shall be \$100.00.

SECTION 4. Pursuant to Section 4900, et seq., of the Lakewood Municipal Code, the City Council hereby sets the amount of the administrative fine for each violation of the requirements of this Resolution, or of the conditions of any Permit issued pursuant to this Resolution, to be **\$1,000.00**.

SECTION 5. This Resolution is intended to and shall amend all prior City Council resolutions pertaining to the establishment of the amounts of administrative fines, which resolutions shall otherwise remain in full force and effect.

SECTION 6. 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 7. The City Clerk shall certify to the adoption of this Resolution.

ADOPTED AND APPROVED THIS 25TH DAY OF JUNE, 2024.

Mayor

ATTEST:

City Clerk

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COUNCIL AGENDA

June 25, 2024

TO: Honorable Mayor and City Council

SUBJECT: Municipal Law Enforcement Services Agreement with Los Angeles County

INTRODUCTION

Lakewood has contracted with Los Angeles County for various municipal services since the city's incorporation in April 1954, thereby creating the Lakewood Plan. Law enforcement services, through the Sheriff's Department, have been provided for over the past 70 years under the Plan. Currently, 42 cities in Los Angeles County contract for law enforcement services through the Sheriff's Department.

STATEMENT OF FACT

The current Municipal Law Enforcement Services Agreement (MLESA) between Lakewood and the County is set to expire on June 30, 2024. In preparation, a new five-year agreement has been drafted, with the next term starting on July 1, 2024, and concluding on June 30, 2029.

Over the past year, a subcommittee from the California Contract Cities Association (CCCA), consisting of City Managers, collaborated with the County and Sheriff's Department (LASD) to negotiate and revise the MLESA. The County and the CCCA subcommittee mutually agreed upon the revisions.

Revisions to the MLESA include several changes based on the contract cities' negotiations which are beneficial to the City. The changes include:

- **Performance will be by Service Unit Rather than Overall** – Agreement performance standard changes from one measure overall to several measures at the service unit level. As the MLESA performance is based on service minutes, the number of deputies and civilians procured by a city are translated into available minutes. This allows the County to mix and match minutes to achieve their 98-102% target but can lead to unintended consequences to underperform in areas like traffic, special assignment, or motor units.
 - **Benefit:** The change would set the 98-102% performance target for each specific unit – patrol, motor, special assignment deputies increasing accountability to cities receiving the level of service expected when procuring specific resources. As an example, overages in patrol minutes cannot be made up by reducing service levels of another deputy service unit and vice versa.

- **Retaining Vehicle of Deleted Service Unit** – When a city adds a new resource that requires a vehicle (i.e. new deputy), the city incurs a significant first-year expense for the additional vehicle required for this new deputy. The maintenance and replacement costs of the vehicle are already integrated into the annual charge to the city if the city keeps the new deputy. While the LASD has a practice on this, the language of the MLESA was not explicit to protect a city from losing a deputy temporarily and then paying another new vehicle cost when the city restored the deputy. The MLESA adds language that a city can regain access to a vehicle procured with a new deputy service unit when the unit is deleted and restored within 24 months.
 - Benefit: This codifies the language and extends it from 12 to 24 months giving more flexibility for a city to avoid incurring a new vehicle cost.
- **Transfer of City Property to County** – Agreement requires separate written agreements managed at the LASD contract city stations to govern items purchased by the City and temporarily transferred to the County. Additionally, the County must maintain a detailed and regularly updated inventory of all non-vehicle City equipment in its possession, including descriptions, serial numbers (if applicable), condition upon receipt, and location.
 - Benefit: This language increases transparency and accountability in the handling of the City's assets where the MLESA was previously silent.
- **Equipment Replacement after Extended Maintenance and Repair** – Agreement requires that the County will make best efforts to provide a temporary replacement if the original equipment takes more than 60 days to be returned.
 - Benefit: The language strengthens the required effort the County must undertake to provide a replacement. A best effort would require the LASD to be more diligent in providing a replacement.
- **Continue Negotiations on Indemnity Agreements** – Agreement includes a provision which acknowledges indirectly the continued negotiations between the County and contract cities related to concerns that cities bear the full cost of liability for contract activities when the County should share in such liability. A Letter of Understanding between the County and the California Contract Cities Association outlines how both parties will work towards addressing concerns in several areas raised by contract cities.
 - Benefit: The language does not guarantee a change, but it recognizes a mutual interest in ensuring the long-term viability of the Liability Trust Fund and controlling the increasing burden placed on cities for activities a city does not control. The County controls aspects of law enforcement operations (i.e. training, supervision, hiring, discipline, etc.) and to some extent should incur some of the liability, such as when there is gross negligence not controllable by a city. Further negotiations are a positive step.

The revisions to the MLESA will not impact the city's number or cost of Deputy Sheriff Service Units. Allocations for contracted and supplemental law enforcement services for FY 2024-2025 and FY 2025-2026 are included in the respective approved budgets.

At their regularly scheduled meeting of June 19, 2024, the Public Safety Committee received a presentation detailing the revisions to the Municipal Law Enforcement Services Agreement and recommended the City Council adopt a Resolution approving the agreement for a 5-year term of July 1, 2024 through June 30, 2029.


RECOMMENDATION

Staff recommends the City Council adopt the attached Resolution approving the Municipal Law Enforcement Services Agreement with Los Angeles County commencing July 1, 2024 through June 30, 2029.

Joshua Yordt
Public Safety Director



Thaddeus McCormack
City Manager



RESOLUTION NO. 2024-39

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD APPROVING MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT BY AND BETWEEN COUNTY OF LOS ANGELES AND CITY OF LAKEWOOD, EFFECTIVE JULY 1, 2024

WHEREAS, the City of Lakewood and the County of Los Angeles by and through their respective legislative bodies on April 16, 1954, upon the incorporation of the City of Lakewood entered into an agreement whereby the County of Los Angeles through the Sheriff thereof agreed to provide law enforcement services within the City of Lakewood; and

WHEREAS, said agreement marked the birth of the Lakewood Plan for contractual services and has been renewed from time to time to and including the present time; and

WHEREAS, the City of Lakewood and the County of Los Angeles and the many cities that subsequently have joined in this Plan have provided the County with a strong law enforcement agency while eliminating duplicating costs and efforts; and

WHEREAS, in this seventieth (70th) year of the City of Lakewood's incorporation, the City Council of the City of Lakewood proudly renews this agreement.

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

SECTION 1. That certain agreement, to be dated in the year 2024, entitled, "Municipal Law Enforcement Services Agreement, by and between the County of Los Angeles and the City of Lakewood" providing basic law enforcement services to the City of Lakewood, is hereby accepted and approved by the City Council of the City of Lakewood by and on behalf of the City of Lakewood.

SECTION 2. This agreement shall be effective July 1, 2024, when ratified and approved by the Board of Supervisors of the County of Los Angeles and shall remain in effect until June 30, 2029.

SECTION 3. The Mayor and the City Clerk are authorized and directed to execute said agreement by and on behalf of the City of Lakewood.

SECTION 4. The City Clerk shall certify to the adoption of this Resolution and forward a certified copy of this Resolution along with three original signed copies of said agreement to the Chief Administrative Officer for the County of Los Angeles.

ADOPTED AND APPROVED THIS 25TH DAY OF JUNE, 2024.

Mayor

ATTEST:

City Clerk

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Reports

COUNCIL AGENDA

June 25, 2024

TO: Honorable Mayor and City Council

SUBJECT: Approval of Agreement Amendment with Southwest Patrol, Inc. for Additional Deployment of Private Security Patrols

INTRODUCTION

Since April 2022, overnight private security patrol service have been component of Lakewood's overall public safety model to increase our capacity to deter criminal activity and improve the safety and security of our community. Recent daytime residential burglaries and other crime uptick warrants deploying private security during daytime hours on a trial basis.

STATEMENT OF FACT

Current private security patrols include four (4) unarmed, uniformed guards performing vehicle patrols 10:00 p.m. – 6:30 a.m., 7 days a week. Three guards are assigned a geographic patrol beat to conduct grid pattern patrols in all residential neighborhoods and adjacent commercial areas. The fourth guard is assigned as a rover to provide more concentrated saturation patrol throughout the city to address any upticks of crime or other activity. Through this deployment plan, the entire city receives patrol coverage.


With recent daytime residential burglary activity and other criminal activity that has occurred during daytime hours, staff is recommending a 60-day pilot deployment of two additional guards during the hours of 9a.m. and 3p.m., seven days a week. Each guard will be assigned to patrol one-half of the city, providing coverage for the entire city. They will be responsible to patrol methodically throughout all neighborhoods and adjacent commercial centers areas, being highly visible and conspicuous in their patrol vehicle, spending time near entry/exit points to neighborhoods and keeping a keen eye for any suspicious persons and vehicles, communicating their observations to the Sheriff's Department. The guards will regularly receive crime data to focus their patrols based on any crime trends. As with the overnight security guards, the daytime guards would visit community organization fireworks booths to have a visible patrol and check in with the booth operators.


The estimated cost for the two guard daytime deployment for 60 days is \$29,600 and could begin as early as June 27, 2024.

Staff presented the proposal for the daytime private security guard deployment to the Public Safety Committee at their June 19, 2024 meeting. The Committee supported the proposal, for two guards for a 60-day pilot and recommended the City Council approve the additional deployment.

RECOMMENDATION

Staff recommends the City Council approve an agreement amendment with Southwest Patrol, Inc. to add two daytime security guards for a period 60 days commencing June 27, 2024, and authorize the City Manager to sign the agreement in a form as approved by the City Attorney.


Joshua Yordt
Director of Public Safety


Thaddeus McCormack
City Manager

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COUNCIL AGENDA

June 25, 2024

TO: The Honorable Mayor and City Council

SUBJECT: Corner Lot Development – Architect/Engineer (A/E) Design Services Agreement

INTRODUCTION

Staff previously received direction to begin design development on the dirt corner lot of the Civic Center. To date, staff has issued an RFP for architectural/engineering design services, received, reviewed and evaluated proposals, conducted interviews with the short-listed firms and negotiated pricing with the consensus top-ranked proposal team.

STATEMENT OF FACT

To select the Architect/Engineer (A/E) team to recommend to City Council for award, City staff together with Ardurra, the City's on-call consulting team, developed a comprehensive, open, and competitive process. This included development of a very robust and detailed Request For Proposals (RFP) that was issued to several qualified consultants as well as posted on the City's website for any firm(s) to search, determine their interest and qualifications, and submit a proposal for consideration. In all, the City received six (6) proposals from the following teams (listed in alphabetical order including the Architecture Firm and Engineering Firm):

1. Dahlin/David Evans Associates (DEA)
2. Formation Association/KPFF
3. RJM/FBA
4. Studio 111/Fusco
5. Tait (A/E services in house)
6. Tighe/BKF

During the RFP solicitation process, there was the opportunity for prospective proposers to submit questions. The City received several questions, and consistent with the notification contained in the RFP, provided responses to those questions.

Following receipt of the six (6) proposals, a team consisting of three City staff members (Kelli Pickler, Kevin Yamakawa, and Sam Chambers) and two Ardurra staff members (Mark Lewis and Ken Rosenfield) reviewed each proposal individually and separately from each other. Once completed with their individual reviews, the five (5) member review team met together to discuss the proposals and determine a short list of firms that would be asked to meet for an in person interview. The RFP specifically identified that the field of proposing teams to be interviewed would be limited to three (3). As such, the firms that were invited to the interview process included the following (list in alphabetical order):

1. Dahlin/David Evans Associates (DEA)
2. Studio 111/Fusco
3. Tait (A/E services in house)

All firms were scheduled for a one hour time slot that provided for a 20 minute presentation followed by a 30-35 minute Q & A session concluded by a 5 minute wrap up by the proposing team. Upon conclusion of the interview process, the review team determined that the firm with which to begin negotiations on final scope and fee would be the team of Dahlin/DEA.

Dahlin has provided a comprehensive scope of work that addresses the requirements of the RFP, and incorporates the vision developed by Randy Meyer with input and direction from the City Council while also providing some creative approaches to enhance the project for the City. Their proposed schedule to complete all the required elements for the preliminary design, environmental clearance, and final design package that will be the center point for releasing bids to contractors for construction is estimated to 11-months upon issuance of the Notice-To-Proceed.

Dahlin's proposed fee is \$870,129 with an additional \$30,000 in reimbursable fees. While the RFP defined the project area to be that of the dirt lot consisting of approximately 2.25 acres of land along Del Amo Blvd. between Clark Ave. and Civic Center Way, discussions have developed regarding the inclusion of the additional 0.65 acres to the north of the dirt lot along Clark Ave. In its existing condition, the lot is asphalt-paved and serves as the host site for a weekend farmer's market as well as over-fill parking for events at the Centre and City Hall. Both parking and the farmer's market usage would be maintained in the future project. Incorporating the additional property into the scope of the Corner Lot project provides an opportunity to optimize connectivity and cohesiveness to the Centre and City Hall as well as leverage Safe Clean Water (Measure W) funds in an amount between \$1M and \$3M as previously adopted and identified as "Measure W Local Projects" in the 7-year CIP plan. Dahlin's proposed fee for the additional design scope associated with the added project area is \$24,780.


Staff included a copy of our standard consulting services agreement in the RFP. However, since Dahlin and the City have an existing on-call Architectural Services agreement in place, staff will issue task orders in a phased approach with Phase 1, consisting of conceptual and schematic design, to initiate the CEQA process and have a better understanding of site and project constrictions. The total fee for Phase 1 is \$326,600. Phase 2 includes final design, construction documents and bid preparation and is estimated at \$426,501 but could be reduced after Phase 1 is completed and the initial uncertainty of scope is refined by the first phase studies/assessments (such as geotechnical studies and CEQA). The third phase is estimated at \$117,418, which consists of construction administration (design services during construction) and project closeout.

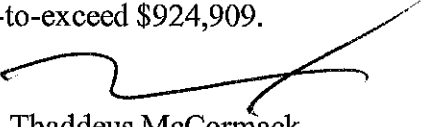
On June 17, 2024 the CIP Committee concurred with staff's recommendation to bring this item to the Council for approval.

RECOMMENDATIONS

Staff recommends that the City Council:

- (1) Authorize an appropriation of \$924,909 of Measure L to the account 10109922-58800-70003.
- (2) Authorize additional Architect/Engineer design services work to the existing on-call Architectural Services agreement for the Corner Lot Development per the Dahlin Group proposal dated June 17, 2024, in an amount not-to-exceed \$924,909.

Kelli Pickler 
Director of Public Works


Thaddeus McCormack
City Manager

Project Hours by Phase
 Thank you for your time in reviewing our scope and feedback proposal. We would welcome the opportunity to discard our scope thoughts and review the fees with your team.

Total Professional Fees \$ 870,129
 Estimated Reimbursible Costs \$ 30,000

Project Budget Estimated Professional Fees	Phase 1					Phase 2			Phase 3		PROJECT TOTALS	
	KICKOFF, PROGRAMMING & CONCEPTUAL DESIGN	SCHEMATIC DESIGN	PHASE 1 TOTAL	DESIGN DEVELOPMENT	CONSTRUCTION DOCUMENTS & PERMITTING	BIDDING	PHASE 2 TOTAL	CONSTRUCTION ADMINISTRATION & CLOSEOUT	PHASE 3 TOTAL	TOTAL (HIGH END)	TOTAL-LOW	
Architecture, Design and Project Management	\$40,445	\$50,823	\$90,268	\$29,349	\$47,933	\$5,200	\$82,882	\$38,060	\$53,060	\$20,010	\$185,000	
CEQA	\$44,275	\$44,275	\$88,550	\$0	\$0	\$0	\$0	\$0	\$0	\$88,550	\$88,550	
Structural	\$3,450	\$3,450	\$6,900	\$11,500	\$16,000	\$1,150	\$28,750	\$5,750	\$5,750	41,400	\$85,000	
Mechanical/Plumbing	\$0	\$1,564	\$1,564	\$1,564	\$3,228	\$230	\$4,922	\$1,564	\$1,564	8,050	\$8,050	
Cost Estimator	\$13,800	\$13,800	\$27,600	\$7,250	\$23,000	\$0	\$40,250	\$0	\$0	67,850	\$67,850	
Electrical	\$0	\$13,800	\$13,800	\$13,800	\$46,000	\$1,150	\$60,950	\$13,800	\$13,800	88,550	\$75,000	
Landscape	\$40,073	\$90,073	\$130,146	\$93,509	\$41,886	\$8,325	\$183,770	\$16,628	\$16,628	160,532	\$140,000	
Civil	\$23,692	\$23,692	\$47,382	\$53,093	\$53,093	\$10,293	\$118,278	\$41,690	\$41,690	207,290	\$200,250	
Signage	\$0	\$0	\$0	\$2,300	\$4,600	\$0	\$6,900	\$0	\$0	6,900	\$6,900	
Total Professional Fees	\$155,735	\$170,475	\$326,210	\$163,464	\$236,699	\$26,398	\$526,651	\$117,418	\$117,418	\$70,129	\$807,600	
Total Professional Fees by Phase	\$10,000	\$226,209	\$326,209	\$426,601	\$426,601	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$30,000	

Expanded Scope - Including Farmer's Market Parking Lot		Phase 1	Phase 2	Phase 3	TOTAL
Architecture / Project Management	\$1,540	\$500	\$1,960	\$2,000	\$3,960
Landscape	\$1,725	\$4,725	\$2,995	\$2,995	\$5,989
Civil	\$328	\$328	\$3,594	\$3,594	\$7,488
CEQA	\$0	\$0	\$0	\$0	\$0
Total Professional Fees by Phase	\$5,3146	\$517,137	\$17,418	\$17,418	\$24,780

These are optional services that were noted in the proposal but this will depend on the selected design, budget and agency requests. and fees for these services can be provided upon request.

While not specifically identified in the RFP, overall City branding may be something we want to look at incorporating into this project as it will be a prominent gateway piece for the City.

Optional Additional Services

Additional Survey

Grant Researcher / Writer

Optional Services

Branding