

Barry Waite, Mayor
Bill Uphoff, Mayor Pro Tem
James Gazeley, Council Member
Cindy Segawa, Council Member
Mark A. Waronek, Council Member



LOMITA CITY HALL
COUNCIL CHAMBERS
24300 Narbonne Avenue
Lomita, CA 90717
Phone: (310) 325-7110
Fax: (310) 325-4024

Next Resolution No. 2022-38
Next Ordinance No. 841

**AGENDA
REGULAR MEETING
LOMITA CITY COUNCIL
TUESDAY, DECEMBER 20, 2022
6:00 P.M.
24300 NARBONNE AVENUE, LOMITA, CA 90717
UPSTAIRS ASSEMBLY ROOM/HYBRID CITY COUNCIL MEETING**

PURSUANT TO AB-361, THE PUBLIC AND COUNCIL MAY PARTICIPATE IN THIS MEETING VIA TELECONFERENCE AS SOCIAL DISTANCING MEASURES ARE RECOMMENDED BY STATE AND COUNTY OFFICIALS.

To participate in the meeting via a computer or smart device log in to ZOOM at the following link:
<https://us02web.zoom.us/j/86900028998>.

You may enter your name when prompted to do so. If you wish to provide public comment at either the beginning of the meeting or for a particular item, you may either (a) contact the City Clerk's Office before the meeting and provide your name or (b) utilize the "raise hand" option located under the participant's name. Once you click on this option you will be in the rotation to make a public comment.

Please note, if you do not have the audio feature on your device you will need to call (669) 900-6833 and enter ZOOM Meeting ID: 869 0002 8998 then press pound (#). When prompted to enter the participation ID number press pound (#) again. To make a public comment enter "*9". The Clerk's office will be notified, and you will be announced to make a public comment.

Written materials distributed to the City Council within 72 hours of the City Council meeting are available for public inspection immediately upon distribution via the City of Lomita website or by contacting the Deputy City Clerk at l.abbott@lomitacity.com.

In compliance with the Americans with Disabilities Act (ADA) if you need special assistance to participate in this meeting, you should contact the office of the City Clerk at (310) 325-7110 (voice) or the California Relay Service. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to assure accessibility to this meeting.

This meeting will be conducted in compliance with CDC guidelines and applicable orders of the Los Angeles County Health Officer.

No meeting of the Lomita Public Financing Authority will be held on this date.

1. OPENING CEREMONIES

- a) Call Meeting to Order
- b) Flag Salute
- c) Invocation – Council Member Segawa
- d) Roll Call

2. APPROVAL OF AGENDA

3. PRESENTATIONS

4. ORAL COMMUNICATIONS

Persons wishing to speak on Consent Agenda items or subjects other than those scheduled are requested to do so at this time. In order to conduct a timely meeting, a three-minute time limit per person has been established. Government Code Section 54954.2 prohibits the Council from discussing or taking action on a specific item unless it appears on a posted agenda.

5. ORAL COMMUNICATIONS AND MEETING ATTENDANCE REPORTS FROM THE CITY COUNCIL

The City Council may discuss and act upon items described under Council comments; however, items which are not on the agenda will be limited to Council reports, announcements, requests for clarification or factual information, or placement of matters on the agenda for a future meeting.

6. CITY MANAGER’S REPORT (information only)

7. CONSENT AGENDA

All items under the Consent Agenda are considered by the Council to be routine and will be enacted by one motion in the form listed below. There may be separate discussions of these items prior to the time the Council votes on the motion. Specific items may be removed from the Consent Agenda at the request of any Council Member or staff.

RECOMMENDED ACTION: That Consent Agenda Items 7a-o be approved.

- a. Motion to Waive Full Reading of Ordinances and that They be Read in Title Only

RECOMMENDED ACTION: Approve motion.

- b. Warrants/Payroll Register

RECOMMENDED ACTION: Approve and file Warrants/Payroll Register.

- c. Monthly Report for the Administrative Services Department

RECOMMENDED ACTION: Receive and file the report.

- d. Monthly Report for the City Manager’s Department

RECOMMENDED ACTION: Receive and file the report.

- e. Monthly Report for the Community and Economic Development Department

RECOMMENDED ACTION: Receive and file the report.

- f. Monthly Report for the Recreation and Facilities Division

RECOMMENDED ACTION: Receive and file the report.

- g. Monthly Report for the Public Works Department

RECOMMENDED ACTION: Receive and file the report.

- h. October 2022 Treasury & Investment Report

RECOMMENDED ACTION: Receive and file the report.

- i. Authorizing Virtual City Council Meetings as Well as Virtual Meetings for All Other City Commissions and Committees Pursuant to AB 361

RECOMMENDED ACTION: Authorize remote teleconference/virtual meetings of all City of Lomita legislative bodies, including all City commissions and committees, in accordance with Assembly Bill 361 (“AB 361”), by finding that: (1) a statewide state of emergency is currently in place; (2) state and local officials have imposed or recommended measures to promote social distancing in connection with COVID-19.

- j. Amendment to Agreement with Project Partners for Public Works Staffing Support

RECOMMENDED ACTION: 1) Approve the First Amendment to Agreement 2021-47 with Project Partners for engineering services related to capital projects and staff support for a total amount not to exceed \$217,000; and 2) Authorize the City Manager and City Clerk to execute the Agreement.

- k. Professional Services Agreement with David Evans and Associates, Inc. for Design of Narbonne Avenue South Water Main Replacement and Street Rehabilitation

RECOMMENDED ACTION: 1) Approve a Professional Services Agreement with David Evans and Associates for Engineering Design Services of Narbonne Avenue Water Main Replacement and Street Rehabilitation in the amount of \$173,861 plus a 15% contingency amount of \$26,079; and 2) Authorize the City Manager and City Clerk to execute the Agreement.

- I. Professional Services Agreement with 4LEAF, Inc. for Augmented Code Enforcement Services

RECOMMENDED ACTION: Authorize the City Manager to execute a Professional Services Agreement (“PSA”) with 4LEAF, Inc. (“4LEAF”) for augmented code enforcement services.

- m. ARPA Business Assistance Program Applications for Façade Improvement and Job Creation Programs

RECOMMENDED ACTION: 1) Approve five (5) applications under the City’s ARPA Business Assistance Programs; and 2) Make a finding that Jing's CA Acupuncture & Wellness Center qualifies for funding under the “Office” category of eligible uses under the program guidelines; and 3) Approve the draft Façade Improvement and Job Creation agreements, authorize the City Manager to make minor amendments as may be necessary with approval of the City Attorney, and authorize the City Manager to execute agreements with approved applicants for funding.

- n. Resolution Approving and Authorizing the City Manager to Execute the Transfer Agreement with the Los Angeles County Flood Control District

RECOMMENDED ACTION: 1) Adopt Resolution No. 2022-38, approving and authorizing the City Manager to execute the Transfer Agreement No. 2022RPSSMB01, Safe, Clean Water Program, Regional Program with the Los Angeles County Flood Control District; and 2) Authorize the City Manager to approve non-substantive edits to the Agreement in a form approved by the City Attorney.

RESOLUTION NO. 2022-38 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE TRANSFER AGREEMENT NO. 2022RPSSMB01, SAFE, CLEAN WATER PROGRAM – REGIONAL PROGRAM WITH THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

- o. Professional Services Agreements with Stephen Doreck Equipment Rentals, Inc. and Valverde Construction, Inc. to Provide As-Needed Water Services

RECOMMENDED ACTION: Authorize the City Manager to execute a five-year agreement, with two one-year renewal options, with Stephen Doreck Equipment Rentals, Inc. and Valverde Construction, Inc. to provide professional as-needed electrical services.

8. SCHEDULED ITEMS

- a. **DISCUSSION AND CONSIDERATION OF THE ACCEPTANCE OF THE CITY’S AUDIT REPORT FOR FISCAL YEAR 2021-2022**

Presented by Susan Kamada, Administrative Services Director

RECOMMENDED ACTION: Receive and file the Fiscal Year 2021-2022 Annual Comprehensive Financial Report (ACFR) and the Single Audit Report on Schedule of Expenditures of Federal Awards.

b. DISCUSSION AND CONSIDERATION OF A RESOLUTION APPROVING AMENDMENT NO. 4 TO THE CITY MANAGER EMPLOYMENT AGREEMENT

Presented by Trevor Rusin, City Attorney

RECOMMENDED ACTION: Adopt Resolution 2022-39 approving Amendment No. 4 to the January 27, 2016, City Manager Employment Agreement (as previously amended).

RESOLUTION NO. 2022-39 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, APPROVING AMENDMENT NO. 4 TO THE CITY MANAGER'S EMPLOYMENT AGREEMENT

9. PUBLIC HEARINGS

a. DISCUSSION AND CONSIDERATION OF ADOPTING AN ORDINANCE AMENDING LOMITA MUNICIPAL CODE TITLE V, CHAPTER 9 "LOW IMPACT DEVELOPMENT IMPLEMENTATION"

Presented by Carla Dillon, Public Works Director

RECOMMENDED ACTION: 1) Conduct a public hearing; and 2) After City Attorney reads the title, introduce on first reading Ordinance No. 841, an ordinance amending Lomita Municipal Code Title V, Chapter 9, Section 5-9.020 (Scope of chapter), Section 5-9.030, (Definitions), Section 5-9.060 (Stormwater pollution control and design standards for best management practices (BMPs)), and Section 5-9.180 (Site-specific mitigation requirements for new development and redevelopment with potential adverse impacts on post-development stormwater quality).

ORDINANCE NO. 841 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, AMENDING LOMITA MUNICIPAL CODE TITLE V, CHAPTER 9, "LOW IMPACT DEVELOPMENT IMPLEMENTATION"

b. DISCUSSION AND CONSIDERATION TO ADOPT PROPOSED ORDINANCE ADOPTING BY REFERENCE THE 2022 LOS ANGELES COUNTY BUILDING CODES

Presented by Brianna Rindge, Community and Economic Development Director

RECOMMENDED ACTION: 1) Conduct public hearing, and after the City Attorney reads the title, adopt urgency Ordinance No. 842U making other revisions thereto and declaring the urgency thereof; and 2) Introduce on first reading Ordinance No. 843. and direct staff to schedule a public hearing for the second reading and adoption of the ordinance for the January 17, 2023, City Council meeting. This procedure is in accordance with California government code, section 50022.3.

ORDINANCE NO. 842U - AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, CODE AMENDMENT NO. 2022-03 ADOPTING BY REFERENCE THE LOS ANGELES COUNTY CODE AMENDING LOMITA MUNICIPAL CODE SECTIONS 10-1 (BUILDING CODE), 10-2 (ELECTRICAL CODE), 10-3 (PLUMBING CODE), 10-4 (MECHANICAL CODE), 10-7 (RESIDENTIAL CODE), 10-8 (GREEN BUILDING STANDARDS), AND 10-9 (EXISTING BUILDING CODE)

INCORPORATING THE CALIFORNIA BUILDING CODE, 2022 EDITION; TITLE 26 OF THE LOS ANGELES COUNTY CODE ADOPTING THE CALIFORNIA BUILDING CODE, 2022 EDITION; TITLE 27 OF THE LOS ANGELES COUNTY CODE INCORPORATING THE CALIFORNIA ELECTRICAL CODE, 2022 EDITION; TITLE 28 OF THE LOS ANGELES COUNTY CODE INCORPORATING THE CALIFORNIA PLUMBING CODE, 2022 EDITION; TITLE 29 OF THE LOS ANGELES COUNTY CODE INCORPORATING THE CALIFORNIA MECHANICAL CODE, 2022 EDITION; TITLE 30 OF THE LOS ANGELES COUNTY CODE INCORPORATING THE CALIFORNIA RESIDENTIAL CODE, 2022 EDITION; TITLE 31 OF THE LOS ANGELES COUNTY CODE INCORPORATING THE CALIFORNIA GREEN BUILDING STANDARDS CODE, 2022 EDITION; AND TITLE 33 OF THE LOS ANGELES COUNTY CODE INCORPORATING THE CALIFORNIA EXISTING BUILDING CODE, 2022 EDITION; WITH CERTAIN CHANGES AND MODIFICATIONS, AND MAKING OTHER REVISIONS THERETO AND DECLARING THE URGENCY THEREOF

ORDINANCE NO. 843 - AN ORDINANCE OF THE CITY OF LOMITA, CALIFORNIA, CODE AMENDMENT NO. 2022-03 ADOPTING BY REFERENCE THE LOS ANGELES COUNTY CODE AMENDING LOMITA MUNICIPAL CODE SECTIONS 10-1 (BUILDING CODE), 10-2 (ELECTRICAL CODE), 10-3 (PLUMBING CODE), 10-4 (MECHANICAL CODE), 10-7 (RESIDENTIAL CODE), 10-8 (GREEN BUILDING STANDARDS), AND 10-9 (EXISTING BUILDING CODE) INCORPORATING THE CALIFORNIA BUILDING CODE, 2022 EDITION; TITLE 26 OF THE LOS ANGELES COUNTY CODE INCORPORATING THE CALIFORNIA BUILDING CODE, 2022 EDITION; TITLE 27 OF THE LOS ANGELES COUNTY CODE INCORPORATING THE CALIFORNIA ELECTRICAL CODE, 2022 EDITION; TITLE 28 OF THE LOS ANGELES COUNTY CODE INCORPORATING THE CALIFORNIA PLUMBING CODE, 2022 EDITION; TITLE 29 OF THE LOS ANGELES COUNTY CODE INCORPORATING THE CALIFORNIA MECHANICAL CODE, 2022 EDITION; TITLE 30 OF THE LOS ANGELES COUNTY CODE INCORPORATING THE CALIFORNIA RESIDENTIAL CODE, 2022 EDITION; TITLE 31 OF THE LOS ANGELES COUNTY CODE INCORPORATING THE CALIFORNIA GREEN BUILDING STANDARDS CODE, 2022 EDITION; AND TITLE 33 OF THE LOS ANGELES COUNTY CODE INCORPORATING THE CALIFORNIA EXISTING BUILDING CODE, 2022 EDITION; WITH CERTAIN CHANGES AND MODIFICATIONS, AND MAKING OTHER REVISIONS THERETO

- c. DISCUSSION AND CONSIDERATION OF ZONING TEXT AMENDMENT NO. 2022-02, AN ORDINANCE AMENDING LOMITA MUNICIPAL CODE SECTION 11-1.27.12 TO MODIFY SIGN REGULATIONS OF THE 24000 CRENSHAW BOULEVARD SPECIFIC PLAN ZONE, AND FINDING THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT**

Presented by Brianna Rindge, Community and Economic Development Director

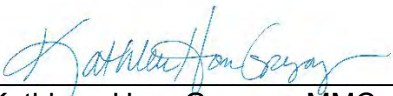
RECOMMENDED ACTION: 1) Introduce on first reading an ordinance modifying Lomita Municipal Code Section 11-1.27.12 and finding the project is categorically exempt from the California Environmental Quality Act, and 2) Direct staff to schedule a public hearing for the second reading and adoption of the ordinance for the January 17, 2023, City Council meeting.

ORDINANCE NO. 844 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, APPROVING ZONE TEXT AMENDMENT 2022-02 AMENDING LOMITA MUNICIPAL CODE SECTION 11-1.27.12, MODIFYING SIGN REGULATIONS FOR THE 24000 CRENSHAW BOULEVARD SPECIFIC PLAN ZONE AND A DETERMINATION THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA).

10. ADJOURNMENT

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted not less than 72 hours prior to the meeting at the following locations: Lomita City Hall lobby and outside bulletin board, Lomita Parks and Recreation, and uploaded to the City of Lomita website <https://lomitacity.com/agendas-minutes/>.

Date Posted: December 16, 2022



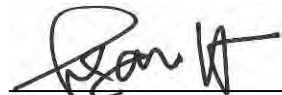
Kathleen Horn Gregory, MMC, City Clerk

TO: Honorable Mayor and City Council
FROM: Administrative Services Department
DATE: December 20, 2022
SUBJECT: WARRANT REGISTER
PAYROLL REGISTER

December 20, 2022	TOTAL WARRANTS ISSUED:	\$525,669.60
	Wires Transfers:	10766-10770
	Prepay:	529866-529868
	Check Numbers:	529869-529957
	Total Pages of Register:	14

December 2, 2022	TOTAL PAYROLL ISSUED:	\$119,333.65
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I hereby certify that the demands or claims covered by the checks listed on pages 1 to 14 inclusive of the check register are accurate and funds are available for payment thereof:



Susan Kamada
Administrative Services Director



Lomita, CA

Warrant Register

By Vendor Name

Payment Dates 12/7/2022 - 12/20/2022

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount	
Vendor: 12526 - Access						
529869	12/20/2022	Access	9838748	Shred Records	240.00	
					Vendor 12526 - Access Total:	240.00
Vendor: 7353 - ACE Whatever It Takes						
529870	12/20/2022	ACE Whatever It Takes	5544	Q-Connect Faucet Set	4.40	
529870	12/20/2022	ACE Whatever It Takes	5544	5 Pieces Brass Coupling Set	29.76	
529870	12/20/2022	ACE Whatever It Takes	5563	Classic Cut 8 in. Steel Bypass Pr...	59.51	
529870	12/20/2022	ACE Whatever It Takes	5563	Padlock Combination 2"	22.04	
529870	12/20/2022	ACE Whatever It Takes	5563	Cable Steel 3/8 X 15 Flex	29.76	
529870	12/20/2022	ACE Whatever It Takes	5564	Multi-Purpose Half Face Respira...	36.37	
529870	12/20/2022	ACE Whatever It Takes	5564	Gloves Impact	44.08	
529870	12/20/2022	ACE Whatever It Takes	5565	Slotted Screwdriver Kit 6 pc	25.35	
529870	12/20/2022	ACE Whatever It Takes	5565	Compact Tape Measure 1-Pk	25.35	
529870	12/20/2022	ACE Whatever It Takes	5565	Fluorescent Green Spray Paint ...	7.71	
529870	12/20/2022	ACE Whatever It Takes	5565	Fluorescent Red-Orange Spray ...	7.70	
529870	12/20/2022	ACE Whatever It Takes	5565	Misc. Fasteners	0.99	
529870	12/20/2022	ACE Whatever It Takes	5565	Slated Steel Machine Screws 6-...	2.19	
529870	12/20/2022	ACE Whatever It Takes	5566	Misc. Fasteners	0.66	
529870	12/20/2022	ACE Whatever It Takes	5566	Brush & Caddy Bowl 16.8"	7.71	
529870	12/20/2022	ACE Whatever It Takes	5566	Eyebolt W/Ring 3/8 X 3 5/8	7.92	
529870	12/20/2022	ACE Whatever It Takes	5566	Iron Out Rust Remover 76 oz	17.63	
529870	12/20/2022	ACE Whatever It Takes	5566	Misc. Fasteners	1.19	
529870	12/20/2022	ACE Whatever It Takes	5566	Clorox Cleaner Bleach 32 oz	6.60	
529870	12/20/2022	ACE Whatever It Takes	5566	Misc. Fasteners	1.01	
529870	12/20/2022	ACE Whatever It Takes	5567	Cable 3/16" 7 X 19	1.09	
529870	12/20/2022	ACE Whatever It Takes	5567	Ferrule/Stops 3/16" CD2	3.08	
529870	12/20/2022	ACE Whatever It Takes	5567	Gas Cap Key	5.92	
529870	12/20/2022	ACE Whatever It Takes	5567	LED Bulb Daylight 60 Watt	11.01	
529870	12/20/2022	ACE Whatever It Takes	5567	5.5 in. 60 W Clamp Light	13.22	
529870	12/20/2022	ACE Whatever It Takes	5568	Cable 1/8" 7 X 7	0.87	
529870	12/20/2022	ACE Whatever It Takes	5568	Liquid Hand Soap 11 oz	3.96	
529870	12/20/2022	ACE Whatever It Takes	5568	Padlock Comb 2-1/4" Reset	55.10	
529870	12/20/2022	ACE Whatever It Takes	5568	Padlock 7/8" Brass 2-Pk	17.63	
529870	12/20/2022	ACE Whatever It Takes	5569	Red Prim Gal	248.03	
529870	12/20/2022	ACE Whatever It Takes	5577	Gloves Latex	5.50	
529870	12/20/2022	ACE Whatever It Takes	5577	Mini Paint Roller Cover	7.71	
529870	12/20/2022	ACE Whatever It Takes	5577	Jumbo Mini Paint Roller Kit	15.43	
529870	12/20/2022	ACE Whatever It Takes	5577	Better 2 in. Angle Paint Brush	19.82	
529870	12/20/2022	ACE Whatever It Takes	5577	Mini Paint Roller Cover 5-PK	22.03	
529870	12/20/2022	ACE Whatever It Takes	5577	8 oz Canvas Drop Cloth 1 pk	24.24	
529870	12/20/2022	ACE Whatever It Takes	5579	Paint Gal	165.35	
					Vendor 7353 - ACE Whatever It Takes	Total: 957.92
Vendor: 4015 - AFLAC						
529871	12/20/2022	AFLAC	Nov 22	Emp Life/Accid Ins. November ...	145.03	
529871	12/20/2022	AFLAC	Nov 22	Emp Life/Accid Ins. November ...	66.49	
529871	12/20/2022	AFLAC	Nov 22	Emp Life/Accid Ins. November ...	22.36	
529871	12/20/2022	AFLAC	Nov 22	Emp Life/Accid Ins. November ...	51.01	
					Vendor 4015 - AFLAC	Total: 284.89
Vendor: 6664 - Alliant Insurance Services						
529872	12/20/2022	Alliant Insurance Services	2150618	Tree lighting Insurance	1,812.00	
					Vendor 6664 - Alliant Insurance Services	Total: 1,812.00

Warrant Register

Payment Dates: 12/7/2022 - 12/20/2022

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
Vendor: 0545 - Allied Waste Transfer Services (BFI Falcon TS)					
529873	12/20/2022	Allied Waste Transfer Services (... 4404-000021450		Dump Fee	715.92
				Vendor 0545 - Allied Waste Transfer Services (BFI Falcon TS) Total:	715.92
Vendor: 12155 - Amazon Capital Services					
529874	12/20/2022	Amazon Capital Services	11H4-XYFF-RJ1C	Spiral Stretchy Spring Coil Strap...	12.46
529874	12/20/2022	Amazon Capital Services	13CF-D4T7-HM7X	Otterbox Defender Series Case ...	61.73
529874	12/20/2022	Amazon Capital Services	13CF-D4T7-HM7X	Defender Case Compatible W/S...	39.68
529874	12/20/2022	Amazon Capital Services	1CHH-QDRM-4CHG	Medium Roast Ground Coffee 3...	25.96
529874	12/20/2022	Amazon Capital Services	1CHH-QDRM-4CHG	Stir Sticks/Straws 100-Ct	7.71
529874	12/20/2022	Amazon Capital Services	1CHH-QDRM-4CHG	Paper Mate Erasers Pink Pearl ...	5.51
529874	12/20/2022	Amazon Capital Services	1CHH-QDRM-4CHG	Flashlight 2-Pk	20.94
529874	12/20/2022	Amazon Capital Services	1FGQ-R4XX-QQ3L	Otterbox Defender Series Case ...	-61.73
529874	12/20/2022	Amazon Capital Services	1FVV-XDH9-3XYY	Christmas Scratch Off Cards 60-...	13.22
529874	12/20/2022	Amazon Capital Services	1P14-9TTT-YJDN	30-Pk 16" X 6.5" X 3" Cookie Bo...	21.76
529874	12/20/2022	Amazon Capital Services	1QTL-VJKH-3RR6	Fabric Christmas Fireplace The...	26.45
529874	12/20/2022	Amazon Capital Services	1RWK-3K99-3M9P	Microsoft Surface Pro, Touchscr...	1,189.60
529874	12/20/2022	Amazon Capital Services	1RWK-3K99-3M9P	Microsoft Surface Pro Keyboard	145.76
529874	12/20/2022	Amazon Capital Services	1TCP-71C1-WGTH	International Property Mainten...	68.82
529874	12/20/2022	Amazon Capital Services	1TJK-HTDW-G63R	Logitech Wireless Trackball Mo...	54.01
529874	12/20/2022	Amazon Capital Services	1XCV-GD14-QDTC	Defender Case Compatible W/S...	-39.68
529874	12/20/2022	Amazon Capital Services	1YTV-3JKT-4T44	Otterbox Defender Series Cas fo...	61.52
529874	12/20/2022	Amazon Capital Services	1YTV-3JKT-4T44	Samsung Galaxy S20 Case	39.68
				Vendor 12155 - Amazon Capital Services Total:	1,693.40
Vendor: 12257 - Aramsco Inc.					
529875	12/20/2022	Aramsko Inc.	S5537737.001	Black Liner B60 X H 36 X 58 100...	418.27
529875	12/20/2022	Aramsko Inc.	S5537737.001	Reclaimed White Terry Cloth T...	266.73
529875	12/20/2022	Aramsko Inc.	S5537737.001	Nitrile Black Gloves 100-Box	153.98
529875	12/20/2022	Aramsko Inc.	S5553662.001	Empire Mop Head	60.18
				Vendor 12257 - Aramsco Inc. Total:	899.16
Vendor: 12775 - Ashley Bicanek					
529876	12/20/2022	Ashley Bicanek	2003926.001	Refund-Picnic Shelter Deposit-R...	40.00
				Vendor 12775 - Ashley Bicanek Total:	40.00
Vendor: 6609 - AT&T					
529877	12/20/2022	AT&T	19180927	City Hall and Park November 22	468.94
529877	12/20/2022	AT&T	19180927-01	Water November 22	46.49
529877	12/20/2022	AT&T	19180929	Railroad Museum November 22	24.04
529877	12/20/2022	AT&T	19181331	CH November 22	17.87
				Vendor 6609 - AT&T Total:	557.34
Vendor: 4020 - Automatic Data Processing					
10767	12/09/2022	Automatic Data Processing	620581791	Workforce Time and Attendance	675.84
10767	12/09/2022	Automatic Data Processing	620581791	Workforce Time and Attendance	225.28
10768	12/09/2022	Automatic Data Processing	620582212	Workforce HCM	563.36
10768	12/09/2022	Automatic Data Processing	620582212	Workforce HCM	187.79
10769	12/09/2022	Automatic Data Processing	620582272	Payroll Processing-P/End 10/28...	1,848.04
10769	12/09/2022	Automatic Data Processing	620582272	Payroll Processing-P/End 10/28...	616.01
				Vendor 4020 - Automatic Data Processing Total:	4,116.32
Vendor: 3334 - Autozone, Inc.					
529878	12/20/2022	Autozone, Inc.	2859489663	Air Freshener	9.17
529878	12/20/2022	Autozone, Inc.	2859489663	10W-30 Motor Oil	5.93
529878	12/20/2022	Autozone, Inc.	2859491700	All Original Protectant Wipes	6.66
529878	12/20/2022	Autozone, Inc.	2859491700	Deep Crystal Car Wash	8.71
529878	12/20/2022	Autozone, Inc.	2859491700	22" Wiper Blade	61.14
529878	12/20/2022	Autozone, Inc.	2859495503	10W-30 Motor Oil	25.10
529878	12/20/2022	Autozone, Inc.	2859495503	Multi-Purpose Funnel	2.15
				Vendor 3334 - Autozone, Inc. Total:	118.86
Vendor: 7477 - Best Best & Krieger, LLP					
529879	12/20/2022	Best Best & Krieger, LLP	953725	Legal Services November 22	5,136.80
529879	12/20/2022	Best Best & Krieger, LLP	953725	Legal Services November 22	906.50

Warrant Register

Payment Dates: 12/7/2022 - 12/20/2022

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
529879	12/20/2022	Best Best & Krieger, LLP	953726	Prosecution/Code Enforcement...	4,687.42
529879	12/20/2022	Best Best & Krieger, LLP	953727	Special Services November 22	262.90
				Vendor 7477 - Best Best & Krieger, LLP Total:	10,993.62
Vendor: 7413 - Bryan King					
529880	12/20/2022	Bryan King	2003930.001	Refund-Softball Diamond Depos...	100.00
				Vendor 7413 - Bryan King Total:	100.00
Vendor: 7319 - California State Disbursement Unit					
529866	12/12/2022	California State Disbursement ...	121622-1622	Employee Garnishment P/Date ...	230.76
529881	12/20/2022	California State Disbursement ...	123022-1622	Employee Garnishment P/Date ...	230.76
				Vendor 7319 - California State Disbursement Unit Total:	461.52
Vendor: 0655 - California Water Service					
529882	12/20/2022	California Water Service	6984422222-112822	PV Dr. No. Rolling Vista Medians	293.63
529882	12/20/2022	California Water Service	8594422222-112822	Landscape Maint District #1	363.35
				Vendor 0655 - California Water Service Total:	656.98
Vendor: 12396 - Carolina Lopez					
529883	12/20/2022	Carolina Lopez	2003933.001	Refund-Picnic Shelter-Hourly R...	100.00
				Vendor 12396 - Carolina Lopez Total:	100.00
Vendor: 12726 - Christopher Moya					
529884	12/20/2022	Christopher Moya	121322	Reimbursement for Three Pairs ...	184.06
				Vendor 12726 - Christopher Moya Total:	184.06
Vendor: 12774 - Chun Sammi Cheng-Jamias					
529885	12/20/2022	Chun Sammi Cheng-Jamias	2003927.001	Refund-Hourly Rental Fee-Non-...	30.00
529885	12/20/2022	Chun Sammi Cheng-Jamias	2003936.001	Refund-Picnic Shelter Deposit-...	75.00
				Vendor 12774 - Chun Sammi Cheng-Jamias Total:	105.00
Vendor: 3561 - CivicPlus, LLC					
529886	12/20/2022	CivicPlus, LLC	247524	Municode Electronic Updates	1,601.00
				Vendor 3561 - CivicPlus, LLC Total:	1,601.00
Vendor: 6934 - Clinical Laboratory of San Bernardino, Inc.					
529887	12/20/2022	Clinical Laboratory of San Berna...	2201668	Water Quality Report October ...	1,572.00
				Vendor 6934 - Clinical Laboratory of San Bernardino, Inc. Total:	1,572.00
Vendor: 6751 - Conico Roro, Inc.					
529888	12/20/2022	Conico Roro, Inc.	11302022	Parking Enforcement	120.82
529888	12/20/2022	Conico Roro, Inc.	11302022	Facilities	131.36
529888	12/20/2022	Conico Roro, Inc.	11302022	Park	160.32
529888	12/20/2022	Conico Roro, Inc.	11302022	PW-Street	866.44
529888	12/20/2022	Conico Roro, Inc.	11302022	Water	951.92
				Vendor 6751 - Conico Roro, Inc. Total:	2,230.86
Vendor: 7371 - Corporate Payment Systems					
529889	12/20/2022	Corporate Payment Systems	C. Dillon 112522	Cisco Meet Plan	7.50
529889	12/20/2022	Corporate Payment Systems	C. Dillon 112522	Cisco Meet Plan	7.50
529889	12/20/2022	Corporate Payment Systems	C. Villa 112522	Tree Lighting Supplies	52.92
529889	12/20/2022	Corporate Payment Systems	C. Villa 112522	Tree Lighting Supplies	176.11
529889	12/20/2022	Corporate Payment Systems	C. Villa 112522	Tree Lighting Supplies	21.12
529889	12/20/2022	Corporate Payment Systems	C. Villa 112522	Tree Lighting Supplies	239.57
529889	12/20/2022	Corporate Payment Systems	C. Villa 112522	Tree Lighting Supplies	351.96
529889	12/20/2022	Corporate Payment Systems	C. Villa 112522	Tree Lighting Supplies	186.60
529889	12/20/2022	Corporate Payment Systems	D. Dixon 112522	Amtrak Transportation-J. Ibarra	-9.00
529889	12/20/2022	Corporate Payment Systems	D. Dixon 112522	Staff Coffee and Donut Day	15.95
529889	12/20/2022	Corporate Payment Systems	D. Dixon 112522	Respiratory Training-PW Emplo...	29.00
529889	12/20/2022	Corporate Payment Systems	D. Dixon 112522	B.D Celebration	91.57
529889	12/20/2022	Corporate Payment Systems	D. Dixon 112522	Staff Coffee & Donut Day	27.72
529889	12/20/2022	Corporate Payment Systems	D. Dixon 112522	Staff Coffee and Donut Day	500.00
529889	12/20/2022	Corporate Payment Systems	G. Sugano 112522	Zoom Video	14.99
529889	12/20/2022	Corporate Payment Systems	G. Sugano 112522	Acrobat Pro	441.74
529889	12/20/2022	Corporate Payment Systems	G. Sugano 112522	Azure Active Directory & Office ...	1,298.38
529889	12/20/2022	Corporate Payment Systems	G. Sugano 112522	Azure Active Directory & Office ...	432.80
529889	12/20/2022	Corporate Payment Systems	H. Edwards 112522	Baseball Fence Guard	401.25

Warrant Register

Payment Dates: 12/7/2022 - 12/20/2022

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount	
529889	12/20/2022	Corporate Payment Systems	H. Edwards 112522	Mass Mobile Apps	99.00	
529889	12/20/2022	Corporate Payment Systems	H. Edwards 112522	Halloween Game Rentals	199.20	
529889	12/20/2022	Corporate Payment Systems	H. Edwards 112522	Sublimated Plate Mounted on B...	25.86	
529889	12/20/2022	Corporate Payment Systems	H. Flores 11252022	Online Respiratory Medical Eval...	261.00	
529889	12/20/2022	Corporate Payment Systems	H. Flores 112522	Online Pest Control Training	195.00	
529889	12/20/2022	Corporate Payment Systems	H. Flores 112522	Mower Repair and Parts	161.87	
529889	12/20/2022	Corporate Payment Systems	H. Flores 112522	Safety Light Bracket for Truck	85.17	
529889	12/20/2022	Corporate Payment Systems	K. Gregory 112522	Legislative Tour Registration-W....	625.00	
529889	12/20/2022	Corporate Payment Systems	K. Gregory 112522	Daily Breeze Subscription	10.00	
529889	12/20/2022	Corporate Payment Systems	K. Gregory 112522	Water	10.88	
529889	12/20/2022	Corporate Payment Systems	K. Gregory 112522	Flash Drive	15.64	
529889	12/20/2022	Corporate Payment Systems	K. Gregory 112522	6 X 6 Satin Tiles with Logo (20)	325.00	
529889	12/20/2022	Corporate Payment Systems	K. Gregory 112522	Dropbox	19.99	
529889	12/20/2022	Corporate Payment Systems	L. Hernandez 112522	Mailing Service	10.20	
529889	12/20/2022	Corporate Payment Systems	Lomita Park 112522	Canva Subscription	12.99	
529889	12/20/2022	Corporate Payment Systems	Lomita Park 112522	Daily Breeze Subscription	10.00	
529889	12/20/2022	Corporate Payment Systems	Lomita Park 112522	Hay for Halloween	220.39	
529889	12/20/2022	Corporate Payment Systems	Lomita Park 112522	Tree Lighting Supplies	180.62	
529889	12/20/2022	Corporate Payment Systems	Lomita Park 112522	Candy Canes for Tree Lighting	126.00	
529889	12/20/2022	Corporate Payment Systems	Lomita Park 112522	Tree Lighting Supplies	15.14	
529889	12/20/2022	Corporate Payment Systems	Lomita Park 112522	Tree Lighting Supplies	11.44	
529889	12/20/2022	Corporate Payment Systems	Lomita Park 112522	Halloween Supplies-Partially Re...	-15.42	
529889	12/20/2022	Corporate Payment Systems	M. Andersen 112522	Backflow Tester Course	1,010.00	
529889	12/20/2022	Corporate Payment Systems	M. Andersen 112522	Ford F550-Smog Test	110.00	
529889	12/20/2022	Corporate Payment Systems	M. Sansbury 112522	Lumber 5' X 5' 2-Pc	210.55	
529889	12/20/2022	Corporate Payment Systems	M. Sansbury 112522	Plants	361.62	
529889	12/20/2022	Corporate Payment Systems	M. Sansbury 112522	Light Bulbs for Railroad Museum	275.51	
529889	12/20/2022	Corporate Payment Systems	R. Smoot 112522	Legislative Tour Airfare-B. Waite	264.96	
529889	12/20/2022	Corporate Payment Systems	R. Smoot 112522	Legislative Tour Airfare-R. Smoot	264.96	
529889	12/20/2022	Corporate Payment Systems	R. Smoot 112522	Legislative Tour Registration-L. ...	625.00	
529889	12/20/2022	Corporate Payment Systems	R. Smoot 112522	Legislative Tour Registration-B. ...	625.00	
529889	12/20/2022	Corporate Payment Systems	R. Smoot 112522	Legislative Tour Airfare-B. Rind...	207.95	
529889	12/20/2022	Corporate Payment Systems	S. Kamada 112522	Employee Appreciation Gift Car...	1,000.00	
529889	12/20/2022	Corporate Payment Systems	S. Kamada 112522	Employee Appreciation Gift Car...	1,000.00	
529889	12/20/2022	Corporate Payment Systems	S. Kamada 112522	GFOA Membership Dues-S. Ka...	225.00	
529889	12/20/2022	Corporate Payment Systems	S. Kamada 112522	South Bay LA/Central LA Chapte...	35.00	
529889	12/20/2022	Corporate Payment Systems	S. Kamada 112522	CSMFO-Management-S. Kamada	125.00	
529889	12/20/2022	Corporate Payment Systems	S. Kamada 112522	South Bay LA/Central LA Chapte...	35.00	
529889	12/20/2022	Corporate Payment Systems	W. Lawson 112522	Property Report	61.91	
529889	12/20/2022	Corporate Payment Systems	W. Lawson 112522	National Convening Registration..	54.67	
529889	12/20/2022	Corporate Payment Systems	W. Lawson 112522	Gas	70.00	
529889	12/20/2022	Corporate Payment Systems	W. Lawson 112522	Code Enforcement Subscription	25.95	
				Vendor 7371 - Corporate Payment Systems	Total:	13,480.73

Vendor: 12721 - Cory Zedler

529890	12/20/2022	Cory Zedler	120222	Mileage Reimbursement	10.56
				Vendor 12721 - Cory Zedler Total:	10.56

Vendor: 6828 - Creative Software Solutions

529891	12/20/2022	Creative Software Solutions	CINV-025580	DAR November 22	451.67	
				Vendor 6828 - Creative Software Solutions	Total:	451.67

Vendor: 7284 - CSI Services, Inc.

529892	12/20/2022	CSI Services, Inc.	11639	Harbor Hills-Field Evaluation an...	2,450.00
				Vendor 7284 - CSI Services, Inc. Total:	2,450.00

Vendor: 7522 - Damian Martinez

529893	12/20/2022	Damian Martinez	072722.2INV	Level 1 Water Loss Audit Validat...	1,600.00	
				Vendor 7522 - Damian Martinez	Total:	1,600.00

Vendor: 6757 - Dataprose, Inc.

529894	12/20/2022	Dataprose, Inc.	3P67315	Water Customer Notification In...	317.20
529894	12/20/2022	Dataprose, Inc.	DP2205255	Water Bills	2,660.14

Warrant Register

Payment Dates: 12/7/2022 - 12/20/2022

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
529894	12/20/2022	Dataprose, Inc.	DP2205255	Customer Notification Inserts	59.13
				Vendor 6757 - Dataprose, Inc.	Total: 3,036.47
Vendor: 12704 - David Evans & Associates, Inc.					
529895	12/20/2022	David Evans & Associates, Inc.	521535	Engineering Design-Street Reco...	4,936.00
				Vendor 12704 - David Evans & Associates, Inc. Total:	4,936.00
Vendor: 7438 - Duke Service Center, Inc.					
529896	12/20/2022	Duke Service Center, Inc.	5152	PW-PK	891.70
529896	12/20/2022	Duke Service Center, Inc.	5152	PW	841.14
				Vendor 7438 - Duke Service Center, Inc. Total:	1,732.84
Vendor: 12290 - Duncan's Soo Bahk Do, LLC					
529897	12/20/2022	Duncan's Soo Bahk Do, LLC	113022	Recreation-Karate Class Instruc...	2,160.20
				Vendor 12290 - Duncan's Soo Bahk Do, LLC Total:	2,160.20
Vendor: 7027 - E.H. Wachs					
529898	12/20/2022	E.H. Wachs	INV211435	Valve Turning Machine Controll...	4,632.90
				Vendor 7027 - E.H. Wachs Total:	4,632.90
Vendor: 4055 - Franchise Tax Board					
529867	12/12/2022	Franchise Tax Board	121622-6478	Employee Garnishment P/Date ...	507.84
529899	12/20/2022	Franchise Tax Board	123022-6478	Employee Garnishment P/Date ...	507.84
				Vendor 4055 - Franchise Tax Board Total:	1,015.68
Vendor: 6718 - Graffiti Protective Coatings Inc.					
529900	12/20/2022	Graffiti Protective Coatings Inc.	7031-1122	Graffiti Removal November 22	300.00
				Vendor 6718 - Graffiti Protective Coatings Inc. Total:	300.00
Vendor: 7118 - Gruber and Lopez, Inc.					
529901	12/20/2022	Gruber and Lopez, Inc.	4466	FY 21-22 Audit Final Billing	7,525.00
529901	12/20/2022	Gruber and Lopez, Inc.	4466	FY 21-22 Audit Final Billing	7,525.00
				Vendor 7118 - Gruber and Lopez, Inc. Total:	15,050.00
Vendor: 6946 - Hach Company					
529902	12/20/2022	Hach Company	13356210	Ammonia Salicylate 100-Pk	262.41
529902	12/20/2022	Hach Company	13358232	Smple Cell, 25 X 60MM 6-Pk	70.55
				Vendor 6946 - Hach Company Total:	332.96
Vendor: 7144 - Hazen and Sawyer, P.C.					
529903	12/20/2022	Hazen and Sawyer, P.C.	20007-010-0000025	Consulting Services-CWPF	5,010.00
				Vendor 7144 - Hazen and Sawyer, P.C. Total:	5,010.00
Vendor: 3241 - Hinderliter, De Llamas & Associates					
529904	12/20/2022	Hinderliter, De Llamas & Associ...	SIN023358	Measure L Tax	600.00
529904	12/20/2022	Hinderliter, De Llamas & Associ...	SIN023358	Sales Tax	4,784.59
529904	12/20/2022	Hinderliter, De Llamas & Associ...	SIN023439	Sales Tax	1,291.92
				Vendor 3241 - Hinderliter, De Llamas & Associates Total:	6,676.51
Vendor: 12743 - Holiday Outdoor Decor					
529905	12/20/2022	Holiday Outdoor Decor	INV5178	Sales Tax-Holiday Tree Pole & C...	-1,232.46
529905	12/20/2022	Holiday Outdoor Decor	INV5178	Holiday Tree Pole Mount 2.5ftX...	5,546.68
529905	12/20/2022	Holiday Outdoor Decor	INV5178	4ft Candy Cane, 64 C7 LED Bulbs	9,069.78
				Vendor 12743 - Holiday Outdoor Decor Total:	13,384.00
Vendor: 3052 - Home Depot Credit Services					
529906	12/20/2022	Home Depot Credit Services	2012842	Wood Handle Aluminum Scoop ...	97.74
529906	12/20/2022	Home Depot Credit Services	2012842	30 Gal Trash Can	148.74
529906	12/20/2022	Home Depot Credit Services	2012842	Slidelock Bracket Kit 2-Pack	50.08
529906	12/20/2022	Home Depot Credit Services	2012842	White Vinyl Pyramid Fence Post...	24.70
529906	12/20/2022	Home Depot Credit Services	2012842	3 ft. H x 8 ft. W White Vinyl Fen...	178.51
529906	12/20/2022	Home Depot Credit Services	2012842	Test Smart Lock Pro Slim Duplex...	21.23
529906	12/20/2022	Home Depot Credit Services	2012842	Red Comfort Grip Soil Ripper	88.16
529906	12/20/2022	Home Depot Credit Services	2012842	Shipping Packing Tape (2 Rolls w...	18.72
529906	12/20/2022	Home Depot Credit Services	2014809	Lumber Fee	1.23
529906	12/20/2022	Home Depot Credit Services	2014809	4 in. x 4 in. x 8 ft. Premium #2 D...	124.46
529906	12/20/2022	Home Depot Credit Services	2044108	Bottle Water	10.98
529906	12/20/2022	Home Depot Credit Services	2044108	Water Botte Deposit	2.40

Warrant Register

Payment Dates: 12/7/2022 - 12/20/2022

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount	
529906	12/20/2022	Home Depot Credit Services	2044108	12' X 16' Heavy Duty Silver/Bro...	100.01	
529906	12/20/2022	Home Depot Credit Services	2044108	3/4 " x 48" Raw Wood Round D...	3.29	
529906	12/20/2022	Home Depot Credit Services	2044108	2 X 4-12 ft Treated Lumber	24.65	
529906	12/20/2022	Home Depot Credit Services	2044108	Lumber Fee	0.47	
529906	12/20/2022	Home Depot Credit Services	2044108	15/32 2 X 4 BCX Plywood	26.22	
529906	12/20/2022	Home Depot Credit Services	5096164	Toilet Paper 18 Mega Plus Rolls	29.75	
529906	12/20/2022	Home Depot Credit Services	5096164	Paper Towels 12 Double Plus Ro...	35.81	
529906	12/20/2022	Home Depot Credit Services	5096164	Empty Propane Tank Exchange	151.51	
529906	12/20/2022	Home Depot Credit Services	6101026	169 oz Lavender All-Purpose Cl...	11.55	
529906	12/20/2022	Home Depot Credit Services	6101026	Cleaning Vinegar 64 oz	6.35	
529906	12/20/2022	Home Depot Credit Services	6101026	Toilet Bowl Cleaner 2-Pk	7.70	
529906	12/20/2022	Home Depot Credit Services	6101026	169 oz Lavender All-Purpose Cl...	8.80	
529906	12/20/2022	Home Depot Credit Services	6101026	144 oz All-Purpose Cleaner	40.62	
529906	12/20/2022	Home Depot Credit Services	6101026	121 oz Concentrated Liquid Ble...	21.10	
529906	12/20/2022	Home Depot Credit Services	6101026	144 oz All Purpose Multi-Surfac...	16.96	
529906	12/20/2022	Home Depot Credit Services	6101026	75 oz. Original Scent Dishwashi...	13.75	
529906	12/20/2022	Home Depot Credit Services	6101026	Hand Soap 128 oz	11.00	
529906	12/20/2022	Home Depot Credit Services	7100560	1/4" MIP X 1.5" Nipple Brass	12.68	
529906	12/20/2022	Home Depot Credit Services	7100560	1/4" MIP X 1/4" Fip Coupling	30.54	
529906	12/20/2022	Home Depot Credit Services	7100560	1/4" MIP X 2" Nipple Brass	27.21	
529906	12/20/2022	Home Depot Credit Services	7146711	20-Volt MAX Cordless Brushless...	439.90	
529906	12/20/2022	Home Depot Credit Services	7146711	Metal Cut-Off Disc with Type 27...	28.63	
529906	12/20/2022	Home Depot Credit Services	7146711	Turbo Rim Diamond Blade for ...	27.52	
529906	12/20/2022	Home Depot Credit Services	7146711	Modular Right Angle Attachment	22.02	
529906	12/20/2022	Home Depot Credit Services	7146711	Utility Blades 100-Piece	17.61	
529906	12/20/2022	Home Depot Credit Services	7146711	Multi-Material Drill Bit	14.96	
529906	12/20/2022	Home Depot Credit Services	7146711	2-Cutter SDS-PLUS Carbide Drill...	11.54	
529906	12/20/2022	Home Depot Credit Services	7146711	4 in. Folding Knife	9.89	
529906	12/20/2022	Home Depot Credit Services	7146711	Screwdriving Set 35-Piece	22.02	
529906	12/20/2022	Home Depot Credit Services	8015273	Stanley 6" Adjustable Wrench	7.68	
529906	12/20/2022	Home Depot Credit Services	8015273	Husky 14" Aluminum Pipe Wren...	28.97	
529906	12/20/2022	Home Depot Credit Services	8015273	Husky 18" Heavy Duty Pipe Wr...	28.96	
529906	12/20/2022	Home Depot Credit Services	8015273	Crescent 12" Self-Adjusting Pipe...	25.32	
529906	12/20/2022	Home Depot Credit Services	8015273	60 ft 14/3 Extension Cord Stora...	87.60	
529906	12/20/2022	Home Depot Credit Services	8015273	Kwik Bolt Expansion	47.63	
529906	12/20/2022	Home Depot Credit Services	8015273	Screw Eye Zinc 3/8 X 4-1/2 1-Pc	15.21	
529906	12/20/2022	Home Depot Credit Services	8015273	4 Outlet 3 ft Cord Power Surge	13.17	
529906	12/20/2022	Home Depot Credit Services	8015273	EZ Twist-N-Lock 75 4-Pk	2.18	
529906	12/20/2022	Home Depot Credit Services	8015273	Bucket	5.49	
				Vendor 3052 - Home Depot Credit Services	Total:	2,203.22
Vendor: 12505 - Integrated Media Systems						
529907	12/20/2022	Integrated Media Systems	46747	City Council Chambers Audio/Vi...	33,552.46	
				Vendor 12505 - Integrated Media Systems Total:	33,552.46	
Vendor: 7420 - JFS Care						
529908	12/20/2022	JFS Care	November 22	Services-Lifeline November 22	741.00	
				Vendor 7420 - JFS Care	Total:	741.00
Vendor: 12776 - Julio Garcia						
529909	12/20/2022	Julio Garcia	11212022	Reimbursement for Work Boots	200.00	
529909	12/20/2022	Julio Garcia	112122	Reimbursement for One Pair of ...	25.34	
				Vendor 12776 - Julio Garcia Total:	225.34	
Vendor: 12635 - Kiley & Associates, LLC						
529910	12/20/2022	Kiley & Associates, LLC	LO 221201	Consulting Services, Legislative ...	3,333.33	
				Vendor 12635 - Kiley & Associates, LLC Total:	3,333.33	
Vendor: 12772 - Koven Video Productions						
529911	12/20/2022	Koven Video Productions	0172	State of the City Video Coverage..	500.00	
				Vendor 12772 - Koven Video Productions Total:	500.00	

Warrant Register

Payment Dates: 12/7/2022 - 12/20/2022

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
Vendor: 3048 - L.A. County Sheriff's Department					
529912	12/20/2022	L.A. County Sheriff's Department	231222LL	Traffic Enforcement October 22	1,337.06
				Vendor 3048 - L.A. County Sheriff's Department Total:	1,337.06
Vendor: 7541 - LAE Associates, Inc.					
529913	12/20/2022	LAE Associates, Inc.	22-825	CM, Inspection, and Materials T...	683.63
529913	12/20/2022	LAE Associates, Inc.	22-825	CM, Inspection, and Materials T...	951.43
529913	12/20/2022	LAE Associates, Inc.	22-825	CM, Inspection, and Materials T...	1,036.29
529913	12/20/2022	LAE Associates, Inc.	22-825	CM, Inspection, and Materials T...	1,048.65
				Vendor 7541 - LAE Associates, Inc. Total:	3,720.00
Vendor: 3054 - Linde Gas & Equipment Inc.					
529914	12/20/2022	Linde Gas & Equipment Inc.	32547701	WTR-Acetylene Torch Rental	61.34
				Vendor 3054 - Linde Gas & Equipment Inc. Total:	61.34
Vendor: 5010 - Lomita Chamber of Commerce					
529915	12/20/2022	Lomita Chamber of Commerce	1861	Lemonade Day 2023 Sponsorsh...	5,000.00
529916	12/20/2022	Lomita Chamber of Commerce	121222	Installation and Sponsorship 20...	1,000.00
				Vendor 5010 - Lomita Chamber of Commerce Total:	6,000.00
Vendor: 3903 - Lomita City Employees Association					
529917	12/20/2022	Lomita City Employees Associat...	120122	December 22	660.00
				Vendor 3903 - Lomita City Employees Association Total:	660.00
Vendor: 3317 - Lomita Obedience Training Club					
529918	12/20/2022	Lomita Obedience Training Club	120522	Dog Obedience Instructor	3,899.00
				Vendor 3317 - Lomita Obedience Training Club Total:	3,899.00
Vendor: 3095 - Lomita Railroad Museum Foundation					
10770	12/12/2022	Lomita Railroad Museum Foun...	121222	Museum Foundation Revenues...	578.48
				Vendor 3095 - Lomita Railroad Museum Foundation Total:	578.48
Vendor: 3069 - M & N Trophies					
529919	12/20/2022	M & N Trophies	4573	Plaques	22.05
529919	12/20/2022	M & N Trophies	4573	Plaques	98.82
529919	12/20/2022	M & N Trophies	4573	Name Plates	55.13
				Vendor 3069 - M & N Trophies Total:	176.00
Vendor: 3085 - Mark's Lock & Safe, Inc.					
529920	12/20/2022	Mark's Lock & Safe, Inc.	0000036062	Maintenance July-September 22	300.00
529920	12/20/2022	Mark's Lock & Safe, Inc.	0000036115	Maintenance October-Decembe..	300.00
529920	12/20/2022	Mark's Lock & Safe, Inc.	0000036116	Rekey, Masterkey Cylinders	54.00
529920	12/20/2022	Mark's Lock & Safe, Inc.	0000036116	Rekey Gate Lock-Labor	105.00
529920	12/20/2022	Mark's Lock & Safe, Inc.	0000036116	Schlage Latch	120.17
				Vendor 3085 - Mark's Lock & Safe, Inc. Total:	879.17
Vendor: 3344 - Metropolitan Water District					
529921	12/20/2022	Metropolitan Water District	48561	Annual Metro Park Lease	25.00
				Vendor 3344 - Metropolitan Water District Total:	25.00
Vendor: 3338 - Michael Sansbury					
529922	12/20/2022	Michael Sansbury	113022	Wellness Reimbursement	150.00
				Vendor 3338 - Michael Sansbury Total:	150.00
Vendor: 4509 - Mike Estes					
529923	12/20/2022	Mike Estes	113022	Basketball Officials Training	200.00
				Vendor 4509 - Mike Estes Total:	200.00
Vendor: 7465 - MSW Consultants, Inc.					
529924	12/20/2022	MSW Consultants, Inc.	553	Constulting Services-SB 1383	585.00
				Vendor 7465 - MSW Consultants, Inc. Total:	585.00
Vendor: 12636 - Nabb Construction, Inc.					
529925	12/20/2022	Nabb Construction, Inc.	235511	CDBG Residential Rehab Progr...	15,000.00
				Vendor 12636 - Nabb Construction, Inc. Total:	15,000.00
Vendor: 7496 - Numa Networks					
529926	12/20/2022	Numa Networks	33405	Agenda Management Service M...	525.00
529926	12/20/2022	Numa Networks	33407	Lomita Park & Cypress-New ISPs	131.25
529926	12/20/2022	Numa Networks	33407	Lomita Park & Cypress-New ISPs	131.25

Warrant Register

Payment Dates: 12/7/2022 - 12/20/2022

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
529926	12/20/2022	Numa Networks	33455	IT Services December 22	3,944.67
529926	12/20/2022	Numa Networks	33455	IT Services December 22	3,944.66
				Vendor 7496 - Numa Networks	Total: 8,676.83
Vendor: 6594 - Office Depot Business Solutions, LLC					
529927	12/20/2022	Office Depot Business Solutions,..	27876346001	Writing Pads, 8-1/2" x 11-3/4" ...	7.93
529927	12/20/2022	Office Depot Business Solutions,..	27876346001	Copy Paper	79.47
529927	12/20/2022	Office Depot Business Solutions,..	278791710001	Writing Pads, 8-1/2" x 11-3/4" ...	7.93
				Vendor 6594 - Office Depot Business Solutions, LLC Total:	95.33
Vendor: 3446 - Pacific Coast Glove & Safety, Inc.					
529928	12/20/2022	Pacific Coast Glove & Safety, Inc.	10080227	Windbreaker Orange	76.39
529928	12/20/2022	Pacific Coast Glove & Safety, Inc.	10080228	Logo Printing Fee	9.92
529928	12/20/2022	Pacific Coast Glove & Safety, Inc.	10080228	Shirt Orange	99.19
529928	12/20/2022	Pacific Coast Glove & Safety, Inc.	10080229	Logo Printing Fee	13.23
529928	12/20/2022	Pacific Coast Glove & Safety, Inc.	10080229	Shirt Orange	132.26
529928	12/20/2022	Pacific Coast Glove & Safety, Inc.	10080256	Lime Jacket	71.66
529928	12/20/2022	Pacific Coast Glove & Safety, Inc.	10080262	Embroidery Custom	37.79
529928	12/20/2022	Pacific Coast Glove & Safety, Inc.	10080262	Truckers Cap Black Flex Fit	66.15
529928	12/20/2022	Pacific Coast Glove & Safety, Inc.	10080263	Embroidery Custom	47.24
529928	12/20/2022	Pacific Coast Glove & Safety, Inc.	10080263	Truckers Cap Black Flex Fit	82.69
				Vendor 3446 - Pacific Coast Glove & Safety, Inc. Total:	636.52
Vendor: 12773 - PCH Walnut LLC					
529929	12/20/2022	PCH Walnut LLC	120222	Business License Fee Renewal R...	1,424.00
529929	12/20/2022	PCH Walnut LLC	120222	Business License Fee Renewal R...	1.91
529929	12/20/2022	PCH Walnut LLC	120222	Business License Fee Renewal R...	95.50
529929	12/20/2022	PCH Walnut LLC	120222	Business License Fee Renewal R...	177.00
529929	12/20/2022	PCH Walnut LLC	120222	Business License Fee Renewal R...	18.00
				Vendor 12773 - PCH Walnut LLC Total:	1,716.41
Vendor: 9052 - Pixel Graphic Design					
529930	12/20/2022	Pixel Graphic Design	1029	Sponsorship Package Flyer-Page...	125.00
				Vendor 9052 - Pixel Graphic Design	Total: 125.00
Vendor: 12173 - Race Communications					
529931	12/20/2022	Race Communications	RC793210	Internet Access SBCOG Decemb...	1,530.00
529931	12/20/2022	Race Communications	RC793210	Internet Access SBCOG Decemb...	1,530.00
				Vendor 12173 - Race Communications Total:	3,060.00
Vendor: 12771 - Rachel Bucklew					
529932	12/20/2022	Rachel Bucklew	113022	Wellness Reimbursement	150.00
				Vendor 12771 - Rachel Bucklew Total:	150.00
Vendor: 4532 - Rafael Mendoza					
529933	12/20/2022	Rafael Mendoza	2003931.001	Refund-Tom Rico Center Deposi...	200.00
				Vendor 4532 - Rafael Mendoza	Total: 200.00
Vendor: 12754 - Recap Advisors, LLC					
529934	12/20/2022	Recap Advisors, LLC	0090542	Consulting Svcs-RAD Reposition...	1,843.75
				Vendor 12754 - Recap Advisors, LLC Total:	1,843.75
Vendor: 3134 - S & J Supply Co., Inc.					
529935	12/20/2022	S & J Supply Co., Inc.	S100202681.001	2" X 6" Grooved X Threaded Gal...	132.30
529935	12/20/2022	S & J Supply Co., Inc.	S100203553.001	Meter Lid Lifter 36" Long	101.76
529935	12/20/2022	S & J Supply Co., Inc.	S100203553.001	6" Hydrant Break Off B&N Set	82.69
529935	12/20/2022	S & J Supply Co., Inc.	S100203553.001	6" X 6" Hydrant Extension Riser	496.02
				Vendor 3134 - S & J Supply Co., Inc.	Total: 812.77
Vendor: 7394 - Sharmone P. La Rose					
529936	12/20/2022	Sharmone P. La Rose	112822	Gentle Yoga Class Instructor	493.50
				Vendor 7394 - Sharmone P. La Rose	Total: 493.50
Vendor: 12780 - Shelly R. Green					
529937	12/20/2022	Shelly R. Green	121322	Dial-A-Ride Refund	15.00
				Vendor 12780 - Shelly R. Green Total:	15.00

Warrant Register

Payment Dates: 12/7/2022 - 12/20/2022

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
Vendor: 5050 - Southern California Edison Co.					
529868	12/12/2022	Southern California Edison Co.	700006214310-120122	Park	672.63
529868	12/12/2022	Southern California Edison Co.	700006214310-120122	Street Lights	28.10
529868	12/12/2022	Southern California Edison Co.	700006214310-120122	Traffic Signals	30.71
529868	12/12/2022	Southern California Edison Co.	700008444906-120822	Traffic Signals	636.92
529868	12/12/2022	Southern California Edison Co.	700016714053-120822	Lomita Park	2,249.79
529868	12/12/2022	Southern California Edison Co.	700016714053-120822	Western Pedestrian Crosswalk	16.21
529868	12/12/2022	Southern California Edison Co.	700016714053-120822	Appian Way	89.61
529868	12/12/2022	Southern California Edison Co.	700025877624-120122	Street Lights	494.81
529868	12/12/2022	Southern California Edison Co.	700025957042-120122	Street Lights	220.26
529868	12/12/2022	Southern California Edison Co.	700315793648-120122	Street Lights	157.11
529868	12/12/2022	Southern California Edison Co.	700420008832-120722	Cypress Reservoir	236.67
529938	12/20/2022	Southern California Edison Co.	700006910888-120822	Railroad Museum	148.00
529938	12/20/2022	Southern California Edison Co.	700007178650-121222	Narbonne Pedestrian Crosswalk	69.84
529938	12/20/2022	Southern California Edison Co.	70049254416-121222	Hathaway Park	66.82
Vendor 5050 - Southern California Edison Co.				Total:	5,117.48
Vendor: 5040 - Southern California Gas Co.					
529939	12/20/2022	Southern California Gas Co.	07370472008-120522	Park Facilities	346.95
529939	12/20/2022	Southern California Gas Co.	07380495007-120522	City Hall Facility	1,786.37
529939	12/20/2022	Southern California Gas Co.	11360471004-120522	Railroad Museum	14.99
Vendor 5040 - Southern California Gas Co.				Total:	2,148.31
Vendor: 12456 - Sportball					
529940	12/20/2022	Sportball	121222	Comprehensive Sports Class Ins...	1,308.30
Vendor 12456 - Sportball				Total:	1,308.30
Vendor: 3045 - Staples Advantage					
529941	12/20/2022	Staples Advantage	8068330924	Tape 6-Pk	10.46
529941	12/20/2022	Staples Advantage	8068330924	Copy Paper 5 Case	245.25
529941	12/20/2022	Staples Advantage	8068330924	Bic Round Stic Med Blue 1 Dozen	10.97
529941	12/20/2022	Staples Advantage	8068330924	Bic Round Stic Med Black	13.73
529941	12/20/2022	Staples Advantage	8068330924	Quick Note Desk 22 X 17	130.25
Vendor 3045 - Staples Advantage				Total:	410.66
Vendor: 6172 - State Water Resources Control Board					
529942	12/20/2022	State Water Resources Control ...	SW-0243192	Annual Permit Fee July 22-June ...	10,602.00
529942	12/20/2022	State Water Resources Control ...	WD-0214068	Sewers Annual Permit July 22-J...	3,453.00
529942	12/20/2022	State Water Resources Control ...	WD-0214775	Drinking Water Annual Permit J...	794.00
Vendor 6172 - State Water Resources Control Board				Total:	14,849.00
Vendor: 6890 - Stephen Doreck Equipment Rentals Inc.					
529943	12/20/2022	Stephen Doreck Equipment Ren...	22MS43-01	247th Woodward-Emergency ...	6,394.44
529943	12/20/2022	Stephen Doreck Equipment Ren...	22MS43-01	247th Woodward-Emergency ...	8,899.29
529943	12/20/2022	Stephen Doreck Equipment Ren...	22MS43-01	247th Woodward-Emergency ...	9,693.08
529943	12/20/2022	Stephen Doreck Equipment Ren...	22MS43-01	247th Woodward-Emergency ...	9,808.70
Vendor 6890 - Stephen Doreck Equipment Rentals Inc.				Total:	34,795.51
Vendor: 6393 - Sully-Miller Contracting Co.					
529944	12/20/2022	Sully-Miller Contracting Co.	3015502	Asphalt	611.19
Vendor 6393 - Sully-Miller Contracting Co.				Total:	611.19
Vendor: 7478 - Susan Kamada - Petty Cash					
529945	12/20/2022	Susan Kamada - Petty Cash	10312022	Recreation Petty Cash October ...	21.88
529945	12/20/2022	Susan Kamada - Petty Cash	103122	Human Resources Petty Cash O...	16.00
Vendor 7478 - Susan Kamada - Petty Cash				Total:	37.88
Vendor: 6085 - Thompson Building Materials					
529946	12/20/2022	Thompson Building Materials	IV-141456	2% Fuel Surcharge	5.83
529946	12/20/2022	Thompson Building Materials	IV-141456	Sir Mix Pallet Depositi	40.79
529946	12/20/2022	Thompson Building Materials	IV-141456	Sir Mix 90 lb Concrete Mix	250.82
529946	12/20/2022	Thompson Building Materials	IV-141473	Returning Sir Mix Pallet	-33.08
529946	12/20/2022	Thompson Building Materials	IV-141473	Sir Mix 90 LB Concrete Mix	250.83
529946	12/20/2022	Thompson Building Materials	IV-141473	Sir Mix Pallet Deposit	40.79
529946	12/20/2022	Thompson Building Materials	IV-141473	2% Fuel Surcharge	5.17
529946	12/20/2022	Thompson Building Materials	IV-141547	Sir Mix 60 lb Concrete Mix	257.20

Warrant Register

Payment Dates: 12/7/2022 - 12/20/2022

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
529946	12/20/2022	Thompson Building Materials	IV-I41547	Sir Mix Pallet Deposit	40.79
529946	12/20/2022	Thompson Building Materials	IV-I41547	2% Fuel Surcharge	5.96
529946	12/20/2022	Thompson Building Materials	IV-I41548	Returning Pallet	-33.08
529946	12/20/2022	Thompson Building Materials	IV-I41639	Safety Vest	32.39
529946	12/20/2022	Thompson Building Materials	IV-I41639	2% Fuel Surcharge	1.84
529946	12/20/2022	Thompson Building Materials	IV-I41639	Caution Tape 3 X 100 Yellow/Bl...	10.79
529946	12/20/2022	Thompson Building Materials	IV-I41639	Baron Bag 14 X 26 Ply Gag	48.79
529946	12/20/2022	Thompson Building Materials	IV-I41666	Sunset Red Die Skin 510/510/Pa...	178.61
529946	12/20/2022	Thompson Building Materials	IV-I41666	Sir Mix 90 lb Concrete Mix	100.33
529946	12/20/2022	Thompson Building Materials	IV-I41666	2% Fuel Surcharge	6.92
529946	12/20/2022	Thompson Building Materials	IV-I41666	Spec Mix Type S Mortar 94 lb	24.59
529946	12/20/2022	Thompson Building Materials	IV-I41666	7 X 3 Pointing Trowel	42.42
				Vendor 6085 - Thompson Building Materials Total:	1,278.70
Vendor: 12170 - T-Mobile					
529947	12/20/2022	T-Mobile	112022	City Mobile Internet-PK 6594	24.76
529947	12/20/2022	T-Mobile	112022	City Mobile Internet-Water 4043	29.40
529947	12/20/2022	T-Mobile	112022-01	City Mobile Internet-Recreation...	29.40
529947	12/20/2022	T-Mobile	112022-02	City Mobile Internet-Managem...	1.97
529947	12/20/2022	T-Mobile	112022-02	Samsung GS20, Phone	540.21
529947	12/20/2022	T-Mobile	112022-02	City Mobile Internet-Code Enfor...	4.38
				Vendor 12170 - T-Mobile Total:	630.12
Vendor: 12228 - Toshiba					
529948	12/20/2022	Toshiba	32944059	Copier Lease November 22	535.16
				Vendor 12228 - Toshiba Total:	535.16
Vendor: 7451 - TPX Communications					
529949	12/20/2022	TPX Communications	164774308-0	Internet and Phone December ...	1,033.64
529949	12/20/2022	TPX Communications	164774308-0	Internet and Phone December ...	1,033.65
				Vendor 7451 - TPX Communications Total:	2,067.29
Vendor: 9100 - Tripepi Smith and Associates					
529950	12/20/2022	Tripepi Smith and Associates	9145	Citywide Communication & Eng...	96.40
529950	12/20/2022	Tripepi Smith and Associates	9145	Citywide Communication & Eng...	2,573.78
				Vendor 9100 - Tripepi Smith and Associates Total:	2,670.18
Vendor: 3123 - Underground Service Alert/SC					
529951	12/20/2022	Underground Service Alert/SC	1120220413	46 Dig Alerts & Monthly Mainte...	88.75
529951	12/20/2022	Underground Service Alert/SC	22-2301859	California State Fee	27.83
				Vendor 3123 - Underground Service Alert/SC Total:	116.58
Vendor: 4115 - United Way Campaign					
529952	12/20/2022	United Way Campaign	120122	Emp Contributions July-Decem...	924.00
				Vendor 4115 - United Way Campaign Total:	924.00
Vendor: 6878 - Urban Feet Inc.					
529953	12/20/2022	Urban Feet Inc.	LOM 120122	Work Boots-W. Ibarra	200.00
529953	12/20/2022	Urban Feet Inc.	LOM 120122	Jacket Lime	65.69
				Vendor 6878 - Urban Feet Inc. Total:	265.69
Vendor: 7373 - Wells Fargo Vendor Financial Services					
529954	12/20/2022	Wells Fargo Vendor Financial Se...	5022857441	MX-C304W Printer Lease Dece...	86.01
529954	12/20/2022	Wells Fargo Vendor Financial Se...	5022864672	MX-5070V Copier Lease Decem...	400.69
				Vendor 7373 - Wells Fargo Vendor Financial Services Total:	486.70
Vendor: 3044 - West Basin Municipal Water District					
10766	12/08/2022	West Basin Municipal Water Dis...	WB5996	October 22	253,146.00
				Vendor 3044 - West Basin Municipal Water District Total:	253,146.00
Vendor: 7063 - Westfield Electric					
529955	12/20/2022	Westfield Electric	3030	Microphone Connections-Labor	1,680.00
529955	12/20/2022	Westfield Electric	3030	Gang Low Voltage Cut in Ring	28.50
529955	12/20/2022	Westfield Electric	3031	Install Vandal Proof Stainless Bo...	420.00
529955	12/20/2022	Westfield Electric	3031	Vandal Proof Stainless Box Cover	405.50
529955	12/20/2022	Westfield Electric	3037	Relocate Plug Outlet-Labor	315.00
529955	12/20/2022	Westfield Electric	3037	Relocate Plug Outlet-Materials	60.00

Warrant Register

Payment Dates: 12/7/2022 - 12/20/2022

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
529955	12/20/2022	Westfield Electric	3038	Install Plug Outlets for A/V Equi...	210.00
529955	12/20/2022	Westfield Electric	3038	20 AMP Duplex Receptacle	38.00
529955	12/20/2022	Westfield Electric	3046	125Wat Directional Corn Light	2,850.00
529955	12/20/2022	Westfield Electric	3046	Lomita Park-Security Lighting-L...	630.00
				Vendor 7063 - Westfield Electric	Total: 6,637.00
Vendor: 12250 - William D. Uphoff					
529956	12/20/2022	William D. Uphoff	120722	Reimbursement for Legislative ...	162.00
				Vendor 12250 - William D. Uphoff Total:	162.00
Vendor: 7282 - Williams Data Management					
529957	12/20/2022	Williams Data Management	0598886	File Storage November 22	118.97
				Vendor 7282 - Williams Data Management	Total: 118.97
Grand Total:					525,669.60

Report Summary

Fund Summary

Fund	Payment Amount
100 - General Fund	150,853.16
205 - State Gas Tax	11,865.73
207 - Measure R Local Return	9,850.72
209 - Measure M	10,729.37
211 - Measure W	10,602.00
215 - Community Development Block Grant	15,741.00
220 - Proposition A Local Return	466.67
245 - Landscape Maintenance District #1	363.35
255 - Park Athletic	225.86
311 - Street Improvement	17,361.33
510 - Water Operations	292,021.93
520 - Water Capital	5,010.00
720 - Railroad Museum Foundation	578.48
Grand Total:	525,669.60

Account Summary

Account Number	Account Name	Payment Amount
100-000-2210.000	Sales Tax Withholding	-1,232.46
100-000-2285.000	Employee Association Du...	660.00
100-000-2424.000	Management Trust	1,000.00
100-000-2508.000	Garnishment	1,477.20
100-000-2525.000	United Way	924.00
100-000-2535.000	Accident Insurance	145.03
100-000-4215.000	Business License Tax	1,424.00
100-000-4416.000	Technology Fees	1.91
100-000-4420.000	Planning and Zoning Fees	95.50
100-000-4510.000	Park Rentals	545.00
100-000-4615.000	Business License Fee	177.00
100-000-4616.000	CASP Fee	18.00
100-110-5430.000	Conferences and Meetings	1,051.96
100-120-5305.000	Legal Services	10,087.12
100-125-5345.000	Contractual Services	5,858.48
100-125-5415.000	Communications	1.97
100-125-5430.000	Conferences and Meetings	889.96
100-125-5435.000	Training and Education	-9.00
100-125-5755.000	Special Department Suppl...	1,574.51
100-130-5410.000	Advertising	10.00
100-130-5505.000	Office Supplies and Expen...	161.03
100-130-5750.000	Contributions to Agencies	5,000.00
100-130-5755.000	Special Department Suppl...	3,388.44
100-210-5310.000	Auditors	7,525.00
100-210-5340.000	Professional Services	6,676.51
100-210-5345.000	Contractual Services	3,087.24
100-210-5425.000	Dues and Memberships	225.00
100-210-5430.000	Conferences and Meetings	195.00
100-210-5505.000	Office Supplies and Expen...	34.98
100-230-5755.000	Special Department Suppl...	1,241.24
100-330-5320.000	Sheriff Contract	1,337.06
100-333-5340.139	Professional Services	14.99
100-335-5505.000	Office Supplies and Expen...	22.66
100-335-5720.000	Fuel	120.82
100-410-5340.000	Professional Services	61.91
100-410-5345.000	Contractual Services	418.97
100-410-5415.000	Communications	544.59
100-410-5430.000	Conferences and Meetings	832.95
100-410-5435.000	Training and Education	54.67
100-410-5505.000	Office Supplies and Expen...	129.44

Account Summary

Account Number	Account Name	Payment Amount
100-410-5720.000	Fuel	70.00
100-410-5755.000	Special Department Suppl...	25.95
100-440-5345.000	Contractual Services	9,827.54
100-440-5415.000	Communications	1,520.45
100-440-5525.000	Equipment Under \$5k	1,389.37
100-440-5605.000	Rents and Leases	1,021.86
100-440-5825.000	Equipment Over \$5k	33,552.46
100-605-5345.000	Contractual Services	3,460.50
100-605-5420.000	Mileage Reimbursement	10.56
100-710-5405.000	Utilities	1,786.37
100-710-5705.000	General Maintenance	7,205.50
100-710-5720.000	Fuel	131.36
100-730-5205.000	Health Insurance	66.49
100-730-5345.000	Contractual Services	7,861.00
100-730-5410.000	Advertising	10.00
100-730-5415.000	Communications	29.40
100-730-5420.000	Mileage Reimbursement	21.88
100-730-5505.000	Office Supplies and Expen...	410.66
100-730-5755.000	Special Department Suppl...	99.00
100-735-5460.000	Insurance - Liability and V...	1,812.00
100-735-5755.000	Special Department Suppl...	1,765.65
100-735-5755.118	Founder's Day	125.00
100-740-5205.000	Health Insurance	22.36
100-740-5405.000	Utilities	3,336.19
100-740-5415.000	Communications	24.76
100-740-5435.000	Training and Education	195.00
100-740-5510.000	Small Tools	59.51
100-740-5515.000	Uniform Expense	1,061.86
100-740-5605.000	Rents and Leases	25.00
100-740-5705.000	General Maintenance	15,661.84
100-740-5710.000	Equipment Maintenance	189.12
100-740-5720.000	Fuel	1,052.02
100-750-5405.000	Utilities	162.99
100-750-5415.000	Communications	24.04
100-750-5705.000	General Maintenance	1,062.79
205-610-5405.000	Utilities	1,947.59
205-610-5515.000	Uniform Expense	282.14
205-610-5705.000	General Maintenance	759.25
205-610-5710.000	Equipment Maintenance	91.10
205-610-5720.000	Fuel	1,707.58
205-810-5806.367	Street Reconstruction-Zo...	7,078.07
207-810-5806.367	Street Reconstruction-Zo...	9,850.72
209-810-5806.367	Street Reconstruction-Zo...	10,729.37
211-347-5773.000	EWMP/CIMP Implementat...	10,602.00
215-540-5845.000	CDBG Grant Construction/...	15,000.00
215-550-5345.000	Contractual Services	741.00
220-000-4705.000	Dial-A-Ride Fares	15.00
220-340-5345.000	Contractual Services	451.67
245-720-5405.000	Utilities	363.35
255-760-5345.000	Contractual Services	200.00
255-760-5506.000	Sport Supplies	25.86
311-810-5806.367	Street Reconstruction-Zo...	10,857.35
311-810-5806.368	Street Reconstruction - Z...	4,936.00
311-810-5806.380	Sidewalk Improvement Pr...	1,567.98
510-120-5305.000	Legal Services	906.50
510-220-5310.000	Auditors	7,525.00
510-220-5345.000	Contractual Services	1,029.08
510-220-5505.000	Office Supplies and Expen...	2,660.14

Account Summary

Account Number	Account Name	Payment Amount
510-440-5345.000	Contractual Services	6,038.71
510-440-5415.000	Communications	1,033.65
510-630-5205.000	Health Insurance	51.01
510-630-5336.000	Permit & Assessment Fees	794.00
510-630-5338.000	Underground Service Alert	116.58
510-630-5339.000	Water Quality - Clinical Lab	1,572.00
510-630-5340.000	Professional Services	6,623.78
510-630-5345.000	Contractual Services	7.50
510-630-5405.000	Utilities	89.61
510-630-5411.000	Customer Notifications	376.33
510-630-5415.000	Communications	75.89
510-630-5435.000	Training and Education	1,010.00
510-630-5440.000	Water Purchases - MWD	253,146.00
510-630-5442.000	Utilities - CWPF	236.67
510-630-5443.000	Water Production Supply -..	332.96
510-630-5505.000	Office Supplies and Expen...	13.38
510-630-5510.000	Small Tools	116.28
510-630-5525.000	Equipment Under \$5k	4,632.90
510-630-5705.000	General Maintenance	2,510.90
510-630-5710.000	Equipment Maintenance	171.14
510-630-5720.000	Fuel	951.92
520-840-5821.365	CWPF Upgrades Project	5,010.00
720-990-5998.000	Transfer to Railroad Muse...	578.48
	Grand Total:	525,669.60

Project Account Summary

Project Account Key	Payment Amount
None	475,640.11
205 Street Reconstruction	7,078.07
207 Street Reconstruction	9,850.72
209 Street Reconstruction-Zone C & F	10,729.37
311 Street Reconstruction	10,857.35
3118105806368	4,936.00
Cypress Water Production	5,010.00
Sidewalk Improvement Program	1,567.98
	Grand Total:
	525,669.60



CITY OF LOMITA CITY COUNCIL REPORT

TO: City Council **Item No. 7c**

FROM: Ryan Smoot, City Manager

PREPARED BY: Susan Kamada, Administrative Services Director

MEETING DATE: December 20, 2022

SUBJECT: Monthly Report for the Administrative Services Department

RECOMMENDATION

Receive and file the monthly report for the Administrative Services Department.

BACKGROUND

Accounting Activities:

- Staff participated in CalPERS “Proposed CalPERS Regulations on Post Retirement Employment and Active Member Temporary Upgrade Appointments” Webinar
- Staff participated in Liebert & Cassidy’s “Managing the Marginal Employee” Webinar
- Staff attended the State of the City
- Staff completed the annual California JPIA Annual Payroll Exposure Report (2021)
- Staff participated in the CalPERS ‘Limited Duration Discussion” Webinar

Department activity levels for the month of November 2022 are provided below:

<i>Journal Entries/Adjustments</i>	6
<i>Payroll Updates/Maintenance Changes</i>	55 / 3 New Hires
<i>Purchase Orders Issued</i>	3
<i>Purchase Orders Paid</i>	18
<i>Invoices Processed for Payment</i>	230
<i>Checks Processed (Demands & Manual)</i>	172
<i>Payroll Checks Processed</i>	167
<i>Business Licenses Issued (New / Renewals)</i>	30/40
<i>Water Utility Bills Mailed/Late Notices Issued</i>	Water Utility Bills Mailed 3942
<i>Service Orders Issued (for Water Accounts)</i>	78

OPTIONS:

None. Information only. Receive and file.

FISCAL IMPACT

None. Information only. Receive and file.

Reviewed by:



Gary Y. Sugano
Assistant City Manager

Approved by:



Ryan Smoot
City Manager

Prepared by:



Susan Kamada
Administrative Services Director



CITY OF LOMITA CITY COUNCIL REPORT

TO: City Council **Item No. 7d**
FROM: Ryan Smoot, City Manager
PREPARED BY: Gary Y. Sugano, Assistant City Manager
MEETING DATE: December 20, 2022
SUBJECT: Monthly Report for the City Manager's Department

RECOMMENDATION

Receive and file the monthly report for the City Manager's Department.

BACKGROUND

Information Technology

Numa Networks is currently on-site one day per week to provide as-needed IT support. During the month of November, Numa Networks assisted with a total of 523 trouble tickets.

Council Chamber AV Upgrade Project

Steady progress is being made on the Council Chamber AV project. Cameras and microphones have been placed, control room rack has been installed, dual monitors have been hung and cabling including other electrical upgrades have been completed. The new control room has also been setup and testing and calibration is on-going. Tentatively, it is anticipated that the Council will be able to return to the Chambers for the January 17, 2023 meeting. Progress photos on the next page.



Human Resources/Risk Management

The City currently has two (2) recruitments open in the Recreation and Facilities Division; Recreation Leader in the Recreation Division and Recreation Leader in the Railroad Museum. The City recently closed recruitments for Assistant Planner and Planning Intern in the Community and Economic Development Department, and Water Service Technician I in the Public Works Department. The most qualified candidates will be invited to participate in an interview process.

Brianna Rindge, the City's new Community and Economic Development Director, began work on Monday, November 14, 2022. William Ibarra accepted the position of Maintenance Worker II in the Public Works Department and began work November 14, 2022.

Training: Juan Ibarra, Administrative Analyst, in the City Manager Department attended the CJPIA Management Academy in Paso Robles, CA from November 19th through December 1st. Two staff members attended a Liebert Cassidy Whitmore virtual workshop on November 10, 2022. The workshop discussed Managing the Marginal Employee. HR staff attended a two-day Ergonomics Certification training on November 15th and 16th, 2022 at JPIA in La Palma, CA and was certified to conduct ergonomic assessments. Upcoming Training: Public Works staff have 3 training sessions scheduled during the month of December; Respirator Certification and Silica Dust

Training are scheduled for December 13, 2022, and Traffic Control and Flagger Operations are scheduled for December 20, 2022.

The City's staff holiday party is scheduled for Thursday, December 8, 2022, at Dave & Busters in Torrance, CA.

Emergency Management

In response to the COVID-19 pandemic, the City Council ratified the Director of Emergency Services' proclamation of a local emergency in the City of Lomita on March 17, 2020, and the Emergency Operations Center was activated virtually at the lowest level (functions are being coordinated away from the EOC to comply with physical distancing orders). The City Council approved reopening City Hall and City facilities to the public effective July 1, 2021, in accordance with public health guidelines. Most recently the City Council has extended the emergency measures for the 11th time since the declaration to assist and protect the Lomita community. On June 21, the City Council adopted a resolution to resume late fees and water shut offs on delinquent accounts beginning with the August 2022 billing. All other emergency measures extended by the City Council on March 15, 2022, will remain in place and be brought back to the City Council until the City can proclaim termination of the local emergency or as necessary should there be a significant setback in the containment of the virus and the State and County impose restrictions or changes to their Health Officer Orders that do not align with the City's emergency measures. Staff purchased additional COVID-19 home test kits and reviewed inventory of face masks and hand sanitizer for an anticipated winter surge. Governor Newsom recently announced that the COVID-19 State of Emergency will end on February 28, 2023. Staff will monitor and bring new information for the City Council's consideration as appropriate.

The City was awarded a FEMA Hazard Mitigation Assistance Grant in the amount of \$63,525.65 and an agreement was executed with Dudek to provide consultant services for the preparation of a comprehensive Safety Element update. The City Council adopted the Safety Element Update on December 21, 2021. Staff submitted all grant close-out documentation to CalOES on June 3, 2022. As of June 21, 2022, the closeout package has been reviewed and signed by CalOES and sent to FEMA for processing. It can take 3-4 months to receive the final notice of closure, however FEMA appears to be very far behind in processing out grants and a new quarterly report was submitted on October 4, 2022, indicating that the work is 100% complete.

The City was awarded a FEMA Hazard Mitigation Assistance Grant in the amount of \$1,124,884.50 for the 247th Street Area Water Main Replacement Project. Staff submitted an updated Quarterly Report and the Reimbursement Request Form for this project to CalOES on October 4. Staff also submitted a letter requesting a time extension to complete the project. Plans were submitted to the City of Los Angeles and CalTrans for review in early 2022. Review from external agencies has taken much longer than anticipated significantly putting the project behind schedule. Staff submitted a revised project schedule and budget to CalOES to confirm our progress on the grant so far. A time extension was granted for an additional year on December 1, 2022 to complete the project. The next end date for this project is March 18, 2024.

Staff submitted a Notice of Interest (NOI) to update the City's Local Hazard Mitigation Plan (LHMP) to the California Governor's Office of Emergency Services (Cal OES) under the Hazard Mitigation Grant Program (HMPG). The NOI was approved and the City was invited to submit a full subapplication. Staff worked with a grant writer to submit the subapplication on April 8. Cal OES sent a Request for Information (RFI) and the information was provided. It is anticipated FEMA will award projects in 2023.

Staff attended the first in-person Area G meeting since the COVID shutdown on November 17. The Pre-Positioned Antibiotics Plan was updated and the semi-annual inventory submitted to the County along with handling other emergency management follow items resulting from the meeting.

Lomita Manor

The Lomita Manor property management company, HumanGood, has continued CDC-recommended physical distancing protocols. Some social activities and classes have resumed with limited participants following safety guidelines and protocols. The property management team including the maintenance manager and property manager continue to serve the community on site while all practice physical distancing and additional sanitization precautions.

Community Development Block Grant Programs

Residential Rehabilitation: For Fiscal Year 2022-23, a total of two projects are scheduled to be completed before June 30. Contract walk-throughs and inspections occurred in late August. Projects are scheduled to be completed by December 31st.

Lifeline: The Lifeline program provides emergency response service for a total of 18 subscribers now currently enrolled. The program is accepting applications from Lomita residents who are at least 55 years old or disabled.

Small Business Grant Program: The Small Business Grant Program open application period was February 28 - March 4, 2022. The grant program will assist local businesses that have been economically impacted by the COVID-19 pandemic by providing grants of \$10,000. The program is managed by Los Angeles County Development Authority (LACDA). During the initial application period, a significantly larger number of applications were received relative to available funding. Since the City has not received interest in the current Job Creation and Business Incentive (JCBI) loan program (with potential funds lapsing on June 30, 2022, if unused), the \$82,807 original JCBI allocation will be reallocated to the Small Business Grant Program so that an additional 8 businesses can be awarded the grant. LACDA has awarded 23 grants to Lomita businesses and is currently in the process of awarding the last grant application, concluding the Small Business Grant Program.

City Clerk's Office

- Staff met with grant writer regarding opportunities for improving the City's Dial-A-Ride Program
- Clerk attended Management Seminar on November 10
- Attended meeting with Public Work's Director and consultant to discuss working on best practices for records keeping
- Completed records destruction of 30 boxes of obsolete records
- Clerk attended the City Clerk's New Law Seminar in Monterey, December 7-9
- Continued working with OneMeeting and Swagit teams for onboarding of new agenda management and streaming platforms
- Staff coordinated annual holiday open house on December 15

Administrative staff continues to provide customer service and support related to processing water payments, parking tickets, Dial-a-Ride, business licenses, and COVID-19 updates.

City Clerk activity for the month of November/December

Council Meeting Agenda & Minutes Prepared	7/4
Council Resolutions Adopted & Processed	5
Housing Authority Agenda & Minutes Prepared	1/1
Contracts/Agreements Processed	4
Ordinances Adopted & Published	0
Certificates Prepared	8
Public Records Requests Processed	18
Dial-a-Ride New Cards Issued	11
Dial-a-Ride Payments Processed	55
Dial-a-Ride Assistance-Phone/Counter	132
Administrative Parking Appeals Reviewed & Processed	61
Parking Citations Issued & Processed	798
Parking Citations Assistance – Phone/Counter	91
Planning Commission Meeting Agenda & Minutes Prepared	1/1
Planning Commission Resolutions Processed	2
Public Safety & Traffic Commission Agenda & Minutes Prepared	0/0
Technical Traffic Advisory Committee Agenda & Minutes Prepared	0/0
Scanned & Indexed Documents	33
Water Billing Payments and Assistance- Phone/Counter	210

OPTIONS:

None. Information only. Receive and file.

FISCAL IMPACT

None. Information only. Receive and file.

ATTACHMENTS

None.

Prepared by:

Gary Sugano

Gary Sugano
Assistant City Manager

Approved by:

Ryan Smoot

Ryan Smoot
City Manager



CITY OF LOMITA CITY COUNCIL REPORT

TO: City Council **Item No. 7e**

FROM: Ryan Smoot, City Manager

PREPARED BY: Brianna Rindge, Community & Economic Development Director

MEETING DATE: December 20, 2022

SUBJECT: Monthly Report for the Community & Economic Development Department

RECOMMENDATION

Receive and file the Community & Economic Development Department monthly report.

DISCUSSION

Planning

- The Planning Commission meeting scheduled for January 9, 2023 is cancelled due to no complete applications.
- Planning Commission held a meeting on November 14, 2022 and the following items were presented/considered:
 1. **CONDITIONAL USE PERMIT NO. 322**, a request to allow a smog shop to operate at an existing 1,000 ft² service bay at 1800 Lomita Boulevard in the M-C (Light Manufacturing-Commercial) Zone. The project is categorically exempt from the California Environmental Quality Act (CEQA) per Section 15301 (Existing Facilities).

APPLICANT: Klaus Woelke, 25027 Oak Street, Lomita, CA 90717

New Hires & Staff Augmentation

- Staff conducted two rounds of interviews of multiple candidates for the open Assistant Planner position. The selected candidate will likely begin working in January.

- Staff conducted two rounds of interviews of multiple candidates for the open Planning Intern position. The selected candidate will likely begin working in January.
- Staff interviewed multiple companies for augmentation to the City’s code enforcement services. The Public Services Agreement with the selected company is on the December 20, 2022 City Council agenda for consideration.

Code Enforcement

- There are 109 open cases as of November 30, 2022. Staff closed 24 cases and opened 27 new cases in November. Among the 24 rectified cases, the most common violations include illegal street vending, businesses operating without required certificates or licenses, unpermitted construction, and site maintenance.
- Graffiti was removed from 2 locations and illegal dumping addressed at 19 locations in November.

OPTIONS

None. Information only. Receive and file.

FISCAL IMPACT

None. Information only. Receive and file.

Reviewed by:



Gary Y. Sugano
Assistant City Manager

Approved by:



Ryan Smoot
City Manager

Prepared by:



Brianna Rindge
Community & Economic Development Director



CITY OF LOMITA CITY COUNCIL REPORT

TO: City Council **Item No. 7f**

FROM: Ryan Smoot, City Manager

PREPARED BY: Michael M. Sansbury, Recreation & Facilities Manager

MEETING DATE: December 20, 2022

SUBJECT: Monthly Report for the Recreation and Facilities Division

RECOMMENDATION

Receive and file the monthly report for the Recreation and Facilities Division.

RECREATION SERVICES

- Administrative Clerk updated Recreation and Facilities monthly finances.
- Winter registrations started on December 1st for Lomita Resident, starting at 9:00am and December 15th for Non-Residents at 9:00 am.
- Our Youth Basketball program has returned for the first time since 2019.
- The City had another successful 'State of the City' event in partnership with the Lomita Chamber of Commerce.
- Despite the rain, the annual Tree Lighting event had a wonderful community turnout with (3) local school groups performing, (4) food vendors, and (14) vendor booths. Santa was provided by the Lomita Sheriff's Department, and we also had a snowbank, which generated a lot of happy families.
- Staff is conducting interviews for Recreation Leaders at Lomita Park, and the Lomita Railroad Museum.
- The Lomita Railroad Museum staff assisted the Lomita Railroad Foundation during their annual Santa Event on December 11th; they had a wonderful turn out despite the rain.
- Staff has begun to work on reintroducing the Lomita Teen Program for the Summer of 2023.
- Staff is continuing to work with the Chamber of Commerce during Farmers Market each Sunday.
- Staff is continuing to work on the installation of one Pickleball court on our outside basketball court.
- Staff is working with the Lomita Sheriff's station to conduct another catalytic converter event next year.

YOUTH SPORTS

- Youth Co-Ed Volleyball and Flag Football concluded on December 9th.
- Lomita Park sent a volleyball team to this year's SCMAF Volleyball tournament which was held at Artesia High school in the City of Lakewood.
- Staff held its annual Parents vs Staff Volleyball game, which one of our current Commissioners Colbert helped Referee.
- Signups for Non-Residents for Youth Basketball started on December 15th.
- Staff is also preparing for the upcoming Youth Basketball season, for the 1st time since 2019.
- Staff is beginning the scheduling and preparation for winter basketball leagues.

ADULT SPORTS

- Preparing for the highly anticipated upcoming Adult Basketball Leagues starting January 2023.

MAINTENANCE AND FACILITIES

- Replaced two relays on one of the furnaces on the HVAC system at City Hall.
- Staff cleared out the drains in the kitchen and women's restroom in the Stephenson Center at Lomita Park.
- Replaced metal door frame on the Recreation Office in preparation of access card to be added to door.
- Replaced broken deadbolt on the back storage door to the Hathaway restrooms
- Staff decorated the interior and exterior of City Hall & Railroad Museum for the holidays.
- The security cameras were serviced at City Hall (cleaning, adjusting, etc.).
- Replaced (3) existing fluorescent light fixtures with new LED 4'long strip lights at the Marc Fosnaugh Gymnasium stage area.
- Replaced the timer at Downtown Lomita for time clock controlling plugs. (Decorations on poles) on Narbonne Ave South of Lomita Blvd light pole outlets.
- Exterior lights and outlets were added to the security lights in the front of City Hall.
- Installed new carpet in office & hallway in Council Chambers.
- Staff color matched and painted numerous areas in the Council Chambers.
- Remove approximately (10) drawers in the Council Chambers to have cut down and re-assembled to make room for new equipment on the dais.
- Managed and directed many ongoing upgrades and modifications in the Council Chambers.
- Purchased and installed a new drinking fountain/water filling in the lounge/offices at the City Yard.
- Preparing and planning to have the Marc Fosnaugh Gymnasium floors refinished in the first part of December.

PARK ADMINISTRATION PROJECTS

PROJECTS COMPLETED:

- Continued participating in Capital Improvement Project planning sessions with Public Works Department. Attended regular triweekly meeting on 11/14/2022.
- Completed and submitted design options for Irene Lewis Park to Public Works Director.
- Updated City information on Los Angeles County Regional Park and Open Space District grant management system.
- Assisted Recreation Supervisor in planning youth basketball training and league formation. Provided input to enhance girls' basketball program partnership with the City of Torrance.
- Meet with Lomita Park Basketball Camp Director for initial planning of 2023 Summer Camps. Dates June 26-30 and July 24-28.

PROJECTS IN PROGRESS

- Researching project funding options for Irene Lewis Park. Communicating with Los Angeles County Regional Park and Open Space Grants Section Assistant Manager to confirm grant funding accrual date deadlines and to determine eligibility of pre-project ADA improvements.
- Researching project options for Stephenson Center restroom renovation. Examining Notice Inviting Bids, and project plans and specifications from similar projects in Hermosa Beach and Glendora. Examining marketing materials from restroom construction specialty companies.
- Working in conjunction with Public Works Superintendent to plan positioning and purchase of table and benches for Hathaway and Lomita Parks using cooperative government purchasing options.
- Developing scope of work for roofing projects at Railroad Museum and Stephenson Center. Communicating with private roofing companies and researching cooperative government purchasing options.
- Monitoring information regarding updates and meetings pertaining to the City's allotment from LA County Measure A.
- Overseeing department intern program for part-time staff, recording and reporting hours worked, and providing input on performance.

OPTIONS:

None. Information only. Receive and file.

FISCAL IMPACT

None. Information only. Receive and file.

Reviewed by:



Gary Y. Sugano
Assistant City Manager

Approved by:



Ryan Smoot
City Manager

Prepared by:



Michael M. Sansbury
Recreation & Facilities Manager

Prepared by:



Emma Kelley
Recreation Manager



CITY OF LOMITA CITY COUNCIL REPORT

TO: City Council **Item No. 7g**
FROM: Ryan Smoot, City Manager
PREPARED BY: Carla Dillon, P.E., Director of Public Works
MEETING DATE: December 20, 2022
SUBJECT: Monthly Report for the Public Works Department

RECOMMENDATION:

Receive and file the monthly report for the Public Works Department.

BACKGROUND:

Water Division Updates

Cypress Water Production Facility (CWPF) and Distribution System Update

Well No. 5 remains offline due to the detection of benzene and the construction project to upgrade the CWPF. The State's Division of Drinking Water (DDW) and the Los Angeles Regional Water Quality Control Board (RWQCB) have been investigating possible sources of benzene, and information is available at <https://www.lomitawater.com/news/>.

In November 2022, the City pumped 0.0 acre-feet of groundwater from Well No. 5. All drinking water was supplied with imported water from West Basin MWD. In November 2022, the City imported 144.3 acre-feet from West Basin MWD. Monthly water reports can be found at www.lomitawater.com/oversight/water-quality-reports/.

To protect the water system, all backflow devices within the service area are required to be tested once per year. In Lomita's water system there are approximately 150 backflow devices, and in July letters and backflow test forms were sent to these customers requiring the devices be tested by August 15. Second notification letters were sent out on October 14. The City has received 97% of the test results. If testing is not completed following the third notification, water shutoff of those accounts/connections will be necessary to protect the water system.

During Summer 2022, the City resumed water tours at the Cypress Water Production Facility after a two year hiatus. The tour on November 29 had six attendees.

Water Division Performance Measures:

Main Breaks/Leak Repairs	1
Service Connection Breaks/Leaks	1
Water Outages	0
Water Service Requests	10
USA Dig-Alert Tickets	15
Dead-end Fire Hydrant Flushing	6
Meter Maintenance	1
Inspection of Water Facilities	Daily
Water Quality Complaints	0

Engineering/PW Administration Division Updates

Cypress Water Production Facility (CWPF) Upgrade Project

The City's contractor RC Foster, with the oversight of the contract manager, AKM Consulting Engineers, is progressing on construction. Hazen and Sawyer continues to provide submittal and request for information (RFI) review as well as documentation and support for the permitting with the Division of Drinking Water (DDW). Project completion is expected in February 2023.

Progress	As of November 30, 2022
Percent Project completion	98%
Overall Project, invoiced/approved	\$4,026,851
Overall Project budget	\$3,000,000

The City shares project updates on <https://www.lomitawater.com/> as new information is available. In addition, a short video describing the GAC project and treatment process is available here: <https://www.lomitawater.com/infrastructure/granular-activated-carbon/>.

Street Reconstruction – Zone C & F Project

This project consists of overlaying and reconstructing certain streets in Zones C & F (just north and south of Lomita Blvd and west of Eshelman Ave), as detailed in the Pavement Management Program (PMP). This project includes significant repairs and resurfacing of streets where slurry seal would not be sufficient to extend the life of the street.

Construction was awarded to Sequel Contractors in March 2022 and construction activity began in April 2022. Construction of the Project was completed in August 2022 and the contractor is finishing items on the punch list. In addition, the designer needs to complete the as-built drawings, which is pending review and approval by the designer of a contract Assignment due to an acquisition.

Progress	As of November 30, 2022
Percent Project completion	98%
Overall Project, invoiced/approved	\$2,603,632
Overall Project budget	\$3,192,672

Street Reconstruction – Zone G

This project consists of overlaying and reconstructing certain streets in Zones G (just north and south of Lomita Blvd and east of Eshelman Ave), as detailed in the Pavement Management Program (PMP). This project includes significant repairs and resurfacing of streets where slurry seal would not be sufficient to extend the life of the street.

Design of the project was awarded to David Evans and Associates in July 2022 and is scheduled to be completed in the first half of 2023. Construction of the project is programmed for Spring 2024.

Progress	As of November 30, 2022
Percent Project completion	5%
Overall Project, invoiced/approved	\$4,936
Overall Project budget	\$1,200,000

247th Street Area Watermain Project

This project consists of abandoning a watermain that runs north and south within private properties crossing 246th Street, 247th Street, 247th Place, and 248th Street. The age of the water main makes it particularly at risk for main breaks and leaks, especially as a result of an earthquake. The proposed new water main will extend from 246th Street beyond the City boundaries, looping within the City of Los Angeles right of way and along Western Avenue (which is Caltrans right of way), and connecting back to the City of Lomita along 247th Street, 247th Place, 248th Street and Lomita Blvd. This project consists of constructing approximately 3,300 linear feet of 6-inch PVC water pipeline and appurtenances (fire hydrants, valves, services, and fittings). The existing pipeline located in private property will be abandoned.

Design of the project was awarded to Onward Engineering in November 2021. Design is currently underway but obtaining the necessary permits from the City of Los Angeles is taking longer than expected. The permit from Caltrans was approved in September 2022. The design of the project is expected to be completed in January 2023 once the permit from the City of Los Angeles is secured.

Progress	As of November 30, 2022
Percent Project completion	20%
Overall Project, invoiced/approved	\$101,442
Overall Project budget	\$1,499,916

Emergency Generator

This project consists of the selection and design of an emergency generator that will be capable of servicing the Appian Way Pump Station as needed. The design of this project was awarded to AEPC Group in July 2022 and is scheduled to be completed in December 2022. Construction of the project is scheduled for Spring 2023.

For the month of November 2022, AEPC Group provided the preliminary design plans for the project. Following a review from the City, AEPC Group will send the 90% design plans and specifications in December.

Progress	As of November 30, 2022
Percent Project completion	20%
Overall Project, invoiced/approved	\$14,048
Overall Project budget	\$76,365

Encroachment Permit Review/Approval

For the month of November 2022, staff received and reviewed eight encroachment permit applications from various utility companies and contractors. Five encroachment permits were issued.

Over the past several months, Public Works staff has been working with OpenGov to develop its on-line form for permitting, and is now available at <https://lomitaca.viewpointcloud.com/categories/1081>.

Public Safety and Traffic

Public Safety and Traffic Commission (PS&TC) did not meet in November 2022. The Public Works Department received 1 new traffic investigation request in November 2022, and a total of 7 requests were being evaluated by the Technical Traffic Advisory Committee.

New requests for traffic issue investigations are accepted through the on-line OpenGov portal and may be submitted here: <https://lomitaca.viewpointcloud.com/categories/1081>

Sidewalk Inspections

In November 2021, the Council approved a sidewalk inspection program. Public Works staff has inspected 100% of City sidewalks, and as of November 2022, 137 locations have been repaired.

Public Works Field Operations Division (Parks/Street/Trees) Updates

Streets and Trees Division:

Trees Trimmed (by Crew)	15
Trees/Stumps Removed	1
Graffiti Locations Cleaned	88
Sidewalk Maintenance	137
Curb/Gutter Maintenance	16
City Drains Cleaned	4
Street Signs Replaced or Repaired	13
Potholes Filled / Patches	25
New work order requests	12
Backlog of work orders	15

Parks Division:

Mowed Park Grounds, number of times	21
Playground Safety Inspections	10
Raised Median/Planter Weeding	9
Park Grounds Fertilize	0
Museum/City Hall Grounds Maintenance	8
Sprinkler Repair/Replacement	19
Trimmed Hedges/Trees (City grounds)	9

Reviewed by:



Gary Y. Sugano
Assistant City Manager

Approved by:



Ryan Smoot
City Manager

Prepared by:



Carla Dillon, PE
Public Works Director



CITY OF LOMITA CITY COUNCIL REPORT

TO: City Council **Item No. 7h**

FROM: Ryan Smoot, City Manager

PREPARED BY: Susan Kamada, Administrative Services Director

MEETING DATE: December 20, 2022

SUBJECT: October 2022 Treasury and Investment Report

RECOMMENDATION

Receive and file the Treasury and Investment Report.

BACKGROUND

Pursuant to Section 41004 of the Government Code of the State of California, the City Treasurer is required to submit a monthly report of all receipts, disbursements and fund balances. The first page of the report provides a summary of the beginning balance, total receipts, total disbursements, ending balance for all funds, and a listing, by fund, of all month end fund balances. The second page of the report summarizes the investment activity for the month and distribution by type of investment, held by the City. The third page lists all investments with original maturities exceeding one year as of the month ended October 31, 2022.

In summary, all investments of the City of Lomita are in compliance with both the Government Code and our Investment Policy. In addition, the City has sufficient liquidity to meet its expenditure requirements for the ensuing six months.

18.29% of the City's funds are with the State of California Local Agency Investment Fund (LAIF). The remaining funds of the City of Lomita are in active checking accounts, money market funds, U.S. Treasuries, Federal Agency Securities, Corporate Bonds, and FDIC-insured Negotiable Certificates of Deposit that are in compliance with the California Government Code and the City's Investment Policy. The current value of each account is obtained from actual monthly statements for the period ending October 31, 2022.

OPTIONS:

None, information only.

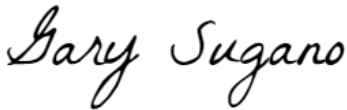
FISCAL IMPACT

None.

ATTACHMENT

1. Treasury and Investment Report for October 2022

Reviewed by:



Gary Y. Sugano
Assistant City Manager

Approved by:



Ryan Smoot
City Manager

Prepared by:



Susan Kamada
Administrative Services Director



City of Lomita Investment Portfolio Report October 31, 2022

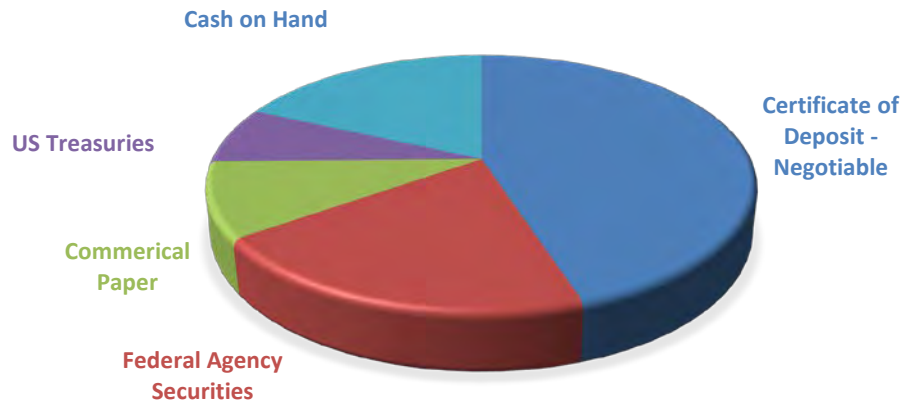
Summary of Investments	Book Value	Market Value	Interest Earned	Gain (Loss) on Investment
Local Agency Investment Fund (LAIF)	4,710,023.14	4,710,023.14	0.00	0.00
Certificate of Deposit - Negotiable	9,470,000.00	8,668,145.53	17,109.78	0.00
Federal Agency Securities	4,250,000.00	3,895,775.00	6,193.75	0.00
Commerical Paper	2,000,000.00	1,694,280.00	3,875.00	0.00
US Treasuries	1,500,000.00	1,471,445.00	0.00	0.00
Total Pooled Investments	21,930,023.14	20,439,668.67	27,178.53	0.00
City of Lomita General Account DDA	3,826,666.45	3,826,666.45	0.00	0.00
Total Cash	3,826,666.45	3,826,666.45	0.00	0.00
Total Cash & Investments	25,756,689.59	24,266,335.12	27,178.53	0.00

City of Lomita

Distribution of Pooled Cash

	Book Value	% Split
Local Agency Investment Fund (LAIF)	4,710,023.14	18.29%
Certificate of Deposit - Negotiable	9,470,000.00	36.77%
Federal Agency Securities	4,250,000.00	16.50%
Commerical Paper	2,000,000.00	7.76%
US Treasuries	1,500,000.00	5.82%
Cash on Hand	3,826,666.45	14.86%
Total Cash & Investments	25,756,689.59	81.71%

	Month to Date & Fiscal Year to Date	
	Interest Earned/ Gain (Loss) on Total Investments	
	MTD	YTD
Jul-22	9,063.33	9,063.33
Aug-22	23,738.87	32,802.20
Sep-22	47,967.12	80,769.32
Oct-22	27,178.53	107,947.85
Nov-22	-	107,947.85
Dec-22	-	107,947.85
Jan-23	-	107,947.85
Feb-23	-	107,947.85
Mar-23	-	107,947.85
Apr-23	-	107,947.85
May-23	-	107,947.85
Jun-23	-	107,947.85
	107,947.85	107,947.85





City of Lomita
Investment Portfolio Report October 31, 2022

Table with columns: Account/ Investment Title & Description, Account # CUSIP, Settlement Date, Maturity Date, Yield to Maturity, Beginning Face Amount/Shares, Beginning Market Value, Buy Principal, Sell Principal, Change in Market Value, Ending Market Value, Ending Face Amount/Shares, Interest Earned / (Accrued), Realized Gain /(Loss) On Investment. Includes sections for Local Agency Investment Fund (LAIF), Certificate of Deposit - Negotiable, and Federal Agency Securities.



**City of Lomita
Investment Portfolio Report October 31, 2022**

Account/ Investment Title & Description	Account # CUSIP	Settlement Date	Maturity Date	Yield to Maturity	Beginning Face Amount/Shares	Beginning Market Value	Buy Principal	Sell Principal	Change in Market Value	Ending Market Value	Ending Face Amount/Shares	Interest Earned / (Accrued)	Realized Gain /(Loss) On Investment
Federal Home LN MTG	3134GXQ23	08/25/22	08/25/27	4.250%	250,000.00	245,770.00	-	-	(1,332.50)	244,437.50	250,000.00		
Federal Farm Credit Bank	3133ENC00	11/30/21	10/27/25	1.040%	500,000.00	450,630.00	-	-	(1,700.00)	448,930.00	500,000.00	2,600.00	
Federal Farm Credit Bank	3133EMB76	05/26/21	05/26/26	0.950%	500,000.00	441,425.00	-	-	(2,200.00)	439,225.00	500,000.00	-	-
Sub Total / Average				2.383%	4,250,000.00	3,916,497.50	-	-	(20,722.50)	3,895,775.00	4,250,000.00	6,193.75	-
Commercal Paper													
Bank of America Corp A2	06048WM31	05/28/21	05/28/26	1.250%	1,000,000.00	854,900.00	-	-	(8,110.00)	846,790.00	1,000,000.00	-	
Goldman Sachs Corp A2	38150AFK6	04/30/21	04/30/26	1.550%	500,000.00	444,650.00	-	-	(13,415.00)	431,235.00	500,000.00	3,875.00	
JPMorgan Chase & Co	48128G4R8	08/17/21	08/17/26	1.150%	500,000.00	418,165.00	-	-	(1,910.00)	416,255.00	500,000.00		
Sub Total / Average				1.317%	2,000,000.00	1,717,715.00	-	-	(23,435.00)	1,694,280.00	2,000,000.00	3,875.00	-
U.S. Treasuries													
US Treasury Note	06048WM31	07/28/22	07/31/23	1.250%	1,000,000.00	975,820.00	-	-	(740.00)	975,080.00	1,000,000.00		
US Treasury Note	9128284D9	07/28/22	03/31/23	2.500%	500,000.00	496,760.00	-	-	(395.00)	496,365.00	500,000.00	-	
Sub Total / Average				1.875%	1,500,000.00	1,472,580.00	-	-	(1,135.00)	1,471,445.00	1,500,000.00	-	-
Total / Average - Investments				1.73%	21,905,279.19	20,561,806.56	15,972.13	-	(138,110.02)	20,439,668.67	21,930,023.14	27,178.53	-
Demand Deposit Account (DDA)													
Pacific Western - General Account	XXXX259	N/A	N/A	0.000%	3,879,109.43	N/A	N/A	N/A	N/A	3,879,109.43	3,879,109.43	N/A	N/A
(Outstanding Checks)		N/A	N/A		(52,442.98)	N/A	N/A	N/A	N/A	(52,442.98)	(52,442.98)	N/A	N/A
Sub Total / Average				0.000%	3,826,666.45					3,826,666.45	3,826,666.45	-	-
Total /Cash & Investments					25,731,945.64	20,561,806.56	15,972.13	-	(138,110.02)	24,266,335.12	25,756,689.59	27,178.53	-



City of Lomita Investment Portfolio Report October 31, 2022

Previous Balance	\$ 3,816,664.39
Deposits	2,398,965.26
Disbursements	(2,317,703.88)
Adjustments	(18,816.34)
Current Balance	3,879,109.43

GENERAL LEDGER CASH BALANCES		
General Fund - City Operations		
General Fund - City Operations including LAIF and Investments	100	5,702,887.53
Sub Total - General Fund - City Operations including LAIF and Investments		5,702,887.53
Special Revenue Funds		
OPEB Trust Fund - Retiree Health Care	201	251,296.06
Pension Stabilization Fund	202	1,319,077.98
Economic Development	203	746,506.98
General Plan Update	204	200,000.00
Gas Tax Fund - Street Maintenance	205	828,987.99
Measure R Local Fund - Street Projects	207	493,003.04
Measure R Highway Fund - Street Projects	208	(106,536.84)
Measure M Fund - Street Projects	209	511,612.65
Economic Stabilization	210	500,000.00
Measure W Fund - Safe Clean Water Program	211	16,454.45
American Rescue Plan	212	3,400,324.00
CDBG Fund - Housing Programs	215	(11,461.71)
Lomita Housing Authority - Housing Programs	217	-
Proposition A Fund - Transportation Projects	220	305,262.57
Proposition C Fund - Transportation Projects	225	2,096,987.40
Transportation Development Act Article 3- Transportation Projects	230	(13,537.51)
Air Quality Fund - Air Quality Projects	235	49,298.94
Landscape Maintenance Fund - Landscape Maintenance District	245	2,390.62
Park Facilities Fee Fund - Quimby Funds	250	452,993.07
Park Athletic Fund - Park Athlete Programs	255	86,067.08
Park Grant Fund - Park Improvement Programs	257	(0.06)
Lomita Manor Fund - Federal Housing Program	260	197,505.04
CA Law Enf. Equip. Program (CLEEP) Fund - Public Safety Equip.	276	6,221.38
Sub Total - Special Revenue Funds		11,332,453.13
Capital Improvement Funds		
Capital Improvement Fund - Capital Improvement Projects	310	184,572.79
Street Improvement Fund - Street Improvement Projects	311	1,302,168.01
Facilities Improvement Fund - Facilities Improvement Projects	312	317,744.23
Stephenson Center Fund - Facilities Improvement Projects	313	85,744.47
Sub Total - Capital Improvement Funds		1,890,229.50



City of Lomita Investment Portfolio Report October 31, 2022

Previous Balance	\$	3,816,664.39
Deposits		2,398,965.26
Disbursements		(2,317,703.88)
Adjustments		(18,816.34)
Current Balance		3,879,109.43

Proprietary Funds		
Water Operations Fund - Water Operations	510	3,578,953.88
Water Capital Fund - Water Capital Projects	520	739,742.28
Rate Stabilization - Cypress Reservoir Bond	530	125,000.00
Internal Service Fund - Equipment Replacement	610	1,185,275.47
PK Equipment Replacement Fund	611	680,338.02
Sewer Replacement Fund	612	500,000.00
Sub Total - Proprietary Funds		6,809,309.65
Trust and Agency Funds		
Museum Foundation Fund - Railroad Museum Programs	720	22,219.53
Tom Rico Memorial Fund - Park Program Scholarships	730	(409.75)
Sub Total - Trust & Agency Funds		21,809.78
Total		25,756,689.59
Pooled Cash	999	(21,877,580.16)
Grand Total		3,879,109.43



CITY OF LOMITA CITY COUNCIL REPORT

TO: City Council **Item No. 7i**

FROM: Trevor Rusin, City Attorney, and Ryan Smoot, City Manager

MEETING DATE: December 20, 2022

SUBJECT: Authorizing Virtual City Council Meetings as Well as Virtual Meetings for All Other City Commissions and Committees Pursuant to AB 361

RECOMMENDATION

Authorize remote teleconference/virtual meetings of all City of Lomita legislative bodies, including all City commissions and committees, in accordance with Assembly Bill 361 (“AB 361”), by finding that: (1) a statewide state of emergency is currently in place; (2) state and local officials have imposed or recommended measures to promote social distancing in connection with COVID-19.

ANALYSIS AND OPTIONS

All meetings of the City’s legislative bodies are subject to the Ralph M. Brown Act (Gov. Code §§ 54950 *et seq.*) and must be open and public so that any member of the public may attend and participate in the meetings. Commencing in March of 2020, Governor Newsom issued a series of executive orders aimed at preventing the spread of a respiratory disease that came to be known as the novel coronavirus, “COVID-19.” Among these were Executive Orders (“EO”) N-25-20, N-29-20, and N-35-20 (collectively, the “Brown Act Orders”) that waived the teleconferencing requirements of the Brown Act to allow legislative bodies to meet virtually.

On June 11, 2021, the Governor issued EO N-08-21 which rescinded these Brown Act Orders that had allowed remote meetings to occur, effective September 30, 2021. To replace those orders, on September 16, 2021, Governor Newsom signed AB 361, which became effective October 1, 2021, and amended the Brown Act to allow legislative bodies to meet virtually, without following the Brown Act’s standard teleconferencing rules, provided that the legislative body makes specific findings, which include the following: (1) a statewide state of emergency is currently in place and (2) State or local officials have imposed or recommended measures to promote social distancing in connection with COVID-19 and/or (3) meeting in person would present imminent risks to the health or safety of attendees.

To comply with AB 361 the City Council must make these findings at least every 30 days. All three findings under AB 361 can be made given the current circumstances. The Governor has proclaimed a state of emergency in response to the ongoing COVID-19 pandemic and the state of emergency currently remains in effect. Further, State officials, including the California Department of Public Health, have recommended measures to promote social distancing in connection with COVID-19, which are currently in place. Similarly, local officials, including the County Public Health Officer, have also recommended measures to promote social distancing in connection with COVID-19. In a recommendation dated September 28, 2021, the County Public Health Officer stated that “utilizing teleconferencing options for public meetings is an effective and recommended social distancing measure to facilitate participation in public affairs and encourage participants to protect themselves and others from the COVID-19 disease.” Finally, the City has determined that meeting in person would present imminent risks to the health or safety of attendees. Accordingly, all of the above-referenced AB 361 findings currently exist.

By taking the recommended action the current virtual meeting procedures may continue. If the City Council does not make the findings pursuant to AB 361, the City would have to conduct its public meetings for the City Council and other commissions in person.

FISCAL IMPACT

There is no fiscal impact associated with the recommended action.

Prepared by:



Trevor Rusin
City Attorney



CITY OF LOMITA CITY COUNCIL REPORT

TO: City Council **Item No. 7j**

FROM: Ryan Smoot, City Manager

PREPARED BY: Carla Dillon, P.E., Public Works Director

MEETING DATE: December 20, 2022

SUBJECT: Amendment to Agreement with Project Partners for Public Works Staffing Support

RECOMMENDATION

1) Approve the First Amendment to Agreement 2021-47 with Project Partners for engineering services related to capital projects and staff support for and for a total amount not to exceed \$217,000 inclusive of previously approved funding; and 2) Authorize the City Manager and City Clerk to execute the Amendment.

BACKGROUND

The Public Works department is currently working on projects in the City's five-year Capital Improvement Plan. The number of projects far exceeds the workload in past years, with 23 active projects in Fiscal Year 22-23. While the Engineering Division recently on-boarded an engineer, it is expected that another employee will be taking extended leave. To continue executing projects as well as review, issuance, inspection and coordination of encroachment permits, development right of way project review, processing fire flow requests, and water meter requests, temporary staff support will be needed to fill the gap. It is essential that the City continue to provide these services in a timely manner for both residents and developers.

The City released a request for proposals (RFP) in November 2021 and four proposals were submitted. Project Partners ranked the highest and has been providing similar services for the public sector for 25 years.

Services were provided through September, and approximately \$102,000 of the approved \$175,000 was expended in total over the period. This amendment would extend the term of the agreement through January, 2024 and add additional funds of \$42,000 bringing the

contract total to \$217,000 to allow for engineering services to continue as needed and for projects and programs to continue uninterrupted.

FISCAL IMPACT

This contract will be charged to accounts according to actual time spent on each project. The sources of funding include 209-810-5806 (Measure M projects), 225-810-5806 (Proposition C Projects), 230-348-5345 (Transportation Development Act), and 520-840-5821 (Water projects), and 100-605-5105 (encroachment permits and development).

OPTIONS

1. Approve staff's recommendation.
2. Provide alternative direction.

ATTACHMENTS

1. First Amendment
2. Exhibit A

Reviewed by:



Gary Y. Sugano
Assistant City Manager

Approved by:



Ryan Smoot
City Manager

Prepared by:



Carla Dillon, P.E.
Public Works Director / City Engineer

**First Amendment to Agreement between
Project Partners, Inc. and the City of Lomita**

This First Amendment to the Agreement is made and entered into between the **City of Lomita** (“City”) and **Project Partners, Inc.**, (“Consultant”). The City and Contractor mutually agree to amend the existing Agreement entered into on December 21, 2021, as follows:

RECITALS

- A. On December 21, 2021, the City entered into an Agreement with Contractor for various engineering services (“Agreement”).
- B. The City and Contractor now desire to amend the Agreement, listed as **Exhibit A**, to extend the term until January 31, 2024.
- C. The City and Contractor now desire to amend the Agreement compensation by increasing the pay by \$42,000 for a total compensation not to exceed \$217,000.

NOW THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

- 1. **TERM OF AGREEMENT.** Section 7 is amended to read as follows:
 - 7. TERM OF AGREEMENT. The term of this Agreement shall commence upon execution by both parties and shall expire on January 31, 2024 unless earlier termination occurs under Section 11 of this Agreement or extended in writing in advance by both parties.
- 2. **CONSIDERATION AND COMPENSATION.** Section 1.C is amended to read as follows:
 - C. As additional Consideration, CITY agrees to pay CONSULTANT an amount not to exceed \$217,000 for CONSULTANT's services, unless otherwise specified by written amendment to this Agreement.
- 1. **NO OTHER CHANGES.** All terms, conditions, and other provisions of the Agreement, including all exhibits, not affected by this Second Amendment shall remain in full force and effect.
- 2. **ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES.** The Parties agree that this First Amendment to the Agreement will be considered signed when the signature of a party is delivered by facsimile transmission, scanned and delivered via electronic mail, or delivered using digital signature technology approved by CITY. Such facsimile or electronic signatures will be treated in all respects as having the same effect as an original signature.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment on the 20th day of December 2022, at Lomita, California.

City of Lomita

Project Partners, Inc.

By _____
Ryan Smoot, City Manager

By _____
Kimo Look, Principal

Attest:

Approved as to Form:

Kathleen Horn Gregory, MMC, City Clerk

Trevor Rusin, City Attorney

DRAFT



Exhibit A
Agree No 2021-47

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF LOMITA AND PROJECT PARTNERS, INC.**

This AGREEMENT for ENGINEERING SERVICES is entered into this 21st day of December 2021, by and between the CITY OF LOMITA, a general law city and municipal corporation ("CITY") and Project Partners, Inc. ("CONSULTANT").

RECITALS

- A. CITY does not have the personnel able and/or available to perform the services required under this agreement.
- B. Therefore, CITY desires to contract out for various engineering services.
- C. CONSULTANT warrants to CITY that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.
- D. CITY desires to contract with CONSULTANT to perform the services as described in **Exhibit A** of this Agreement.

NOW, THEREFORE, based on the foregoing recitals, CITY and CONSULTANT agree as follows:

1. CONSIDERATION AND COMPENSATION.

- A. As partial consideration, CONSULTANT agrees to perform the work listed in the SCOPE OF SERVICES, attached as **Exhibit A**;
- B. As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement;
- C. As additional consideration, CITY agrees to pay CONSULTANT an amount not to exceed \$175,000, for CONSULTANT's services, unless otherwise specified by written amendment to this Agreement.
- D. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager or his designee.
- E. CONSULTANT shall submit to CITY, by not later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the previous month. CITY shall pay CONSULTANT all uncontested amounts set forth in the

CONSULTANT'S bill within 30 days after it is received.

2. **SCOPE OF SERVICES.**

A. CONSULTANT will perform the services and activities set forth in the SCOPE OF SERVICES attached hereto as **Exhibit A** and incorporated herein by this reference. If any part of **Exhibit A** is inconsistent with the terms of this Agreement, the terms of this Agreement shall control.

B. Except as herein otherwise expressly specified to be furnished by CITY, CONSULTANT will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space, and facilities necessary or proper to perform and complete the work and provide the professional services required of CONSULTANT by this Agreement.

3. **PAYMENTS.** For CITY to pay CONSULTANT as specified by this Agreement, CONSULTANT must submit an invoice to CITY which lists the reimbursable costs, the specific tasks performed, and, for work that includes deliverables, the percentage of the task completed during the billing period.

4. **TIME OF PERFORMANCE.** The services of CONSULTANT are to commence upon receipt of a notice to proceed from CITY and shall continue until all authorized work is completed to CITY's reasonable satisfaction, in accordance with the schedule incorporated in "**Exhibit A,**" unless extended in writing by CITY.

5. **FAMILIARITY WITH WORK.** By executing this Agreement, CONSULTANT represents that CONSULTANT has (a) thoroughly investigated and considered the scope of services to be performed; (b) carefully considered how the services should be performed; and (c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

6. **KEY PERSONNEL.** CONSULTANT's key person assigned to perform work under this Agreement is Kimo Look. CONSULTANT shall not assign another person to be in charge of the work contemplated by this Agreement without the prior written authorization of CITY.

7. **TERM OF AGREEMENT.** The term of this Agreement shall commence upon execution by both parties and shall expire on December 30, 2022 unless earlier termination occurs under Section 11 of this Agreement or extended in writing in advance by both parties.

8. **CHANGES.** CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONSULTANT and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with written agreement between the parties.

9. **TAXPAYER IDENTIFICATION NUMBER.** CONSULTANT will provide CITY with a Taxpayer Identification Number.

10. **PERMITS AND LICENSES.** CONSULTANT will obtain and maintain during the term of this Agreement all permits, licenses, and certificates that may be required by local, state and federal laws in connection with the performance of services under this Agreement, including a business license as specified in Title VI, Chapter 2 of the Lomita Municipal Code.

11. **Laws and Regulations; Employee/Labor Certification.** CONSULTANT shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. CONSULTANT shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for CITY to terminate the Agreement for cause.

12. **TERMINATION.**

A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause. Notice of termination shall be in writing.

B. CONSULTANT may terminate this Agreement. Notice will be in writing at least 30 days before the effective termination date.

C. In the event of such termination, CONSULTANT shall cease services as of the date of termination, all finished or unfinished documents, data, drawings, maps, and other materials prepared by CONSULTANT shall, at CITY's option, become CITY's property, and CONSULTANT will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination.

D. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.

13. **INDEMNIFICATION.**

A. CONSULTANT shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of CITY'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of CITY. Should CITY in its sole discretion find CONSULTANT'S legal counsel unacceptable, then CONSULTANT shall reimburse CITY its costs of defense, including without limitation reasonable

attorneys fees, expert fees and all other costs and fees of litigation. CONSULTANT shall promptly pay any final judgment rendered against CITY (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

B. The requirements as to the types and limits of insurance coverage to be maintained by CONSULTANT as required by Section 17, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

14. **ASSIGNABILITY.** This Agreement is for CONSULTANT's professional services. CONSULTANT's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.

15. **INDEPENDENT CONSULTANT.** CITY and CONSULTANT agree that CONSULTANT will act as an independent CONSULTANT and will have control of all work and the manner in which it is performed. CONSULTANT will be free to contract for similar service to be performed for other employers while under contract with CITY. CONSULTANT is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONSULTANT as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT will follow the direction of the CITY as to end results of the work only.

16. **AUDIT OF RECORDS.**

A. CONSULTANT agrees that CITY, or designee, has the right to review, obtain, and copy all records pertaining to the performance of this Agreement. CONSULTANT agrees to provide CITY, or designee, with any relevant information requested and will permit CITY, or designee, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this Agreement. CONSULTANT further agrees to maintain such records for a period of three (3) years following final payment under this Agreement.

B. CONSULTANT will keep all books, records, accounts and documents pertaining to this Agreement separate from other activities unrelated to this Agreement.

17. **CORRECTIVE MEASURES.** CONSULTANT will promptly implement any corrective measures required by CITY regarding the requirements and obligations

of this Agreement. CONSULTANT will be given a reasonable amount of time as determined by CITY to implement said corrective measures. Failure of CONSULTANT to implement required corrective measures shall result in immediate termination of this Agreement.

18. INSURANCE REQUIREMENTS.

A. CONSULTANT, at CONSULTANT's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:

1. Workers Compensation Insurance as required by law. CONSULTANT shall require all subconsultants similarly to provide such compensation insurance for their respective employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against CITY, its officers, agents, employees, and volunteers for losses arising from work performed by CONSULTANT for CITY.
2. General Liability Coverage. CONSULTANT shall maintain commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
3. Automobile Liability Coverage. CONSULTANT shall maintain automobile liability insurance covering bodily injury and property damage for all activities of CONSULTANT arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
4. Professional Liability Coverage. CONSULTANT shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from CONSULTANT'S operations under this Agreement, whether such operations be by CONSULTANT or by its employees, subconsultants, or subconsultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis. When coverage is provided on a "claims made basis," CONSULTANT will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement and will cover CONSULTANT for all claims made by CITY arising out of any errors or omissions of CONSULTANT, or its officers, employees or agents during the

time this Agreement was in effect.

- B. Endorsements. Each general liability, automobile liability and professional liability insurance policy shall be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California, or which is approved in writing by CITY, and shall be endorsed as follows. CONSULTANT also agrees to require all CONSULTANTS, and subconsultants to do likewise.
1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONSULTANT, including materials, parts, or equipment furnished in connection with such work or operations."
 2. This policy shall be considered primary insurance as respects CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by CITY, including any self-insured retention CITY may have, shall be considered excess insurance only and shall not contribute with this policy.
 3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
 4. The insurer waives all rights of subrogation against CITY, its elected or appointed officers, officials, employees, or agents.
 5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its elected or appointed officers, officials, employees, agents, or volunteers.
 6. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' written notice has been received by CITY.
- C. CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against CONSULTANT arising out of the work performed under this agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.
- D. Any deductibles or self-insured retentions must be declared to and approved by CITY. At CITY's option, CONSULTANT shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- E. CONSULTANT shall provide certificates of insurance with original endorsements to CITY as evidence of the insurance coverage required herein.

Certificates of such insurance shall be filed with CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with CITY at all times during the term of this Agreement.

- F. Failure on the part of CONSULTANT to procure or maintain required insurance shall constitute a material breach of contract under which CITY may terminate this Agreement pursuant to Section 11 above.
- G. The commercial general and automobile liability policies required by this Agreement shall allow CITY, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the CONSULTANT (as the named insured) should CONSULTANT fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. CONSULTANT understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONSULTANT as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should CITY pay the SIR or deductible on CONSULTANT'S behalf upon CONSULTANT'S failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, CITY may include such amounts as damages in any action against CONSULTANT for breach of this Agreement in addition to any other damages incurred by CITY due to the breach.
19. **USE OF OTHER CONSULTANTS.** CONSULTANT must obtain CITY's prior written approval to use any CONSULTANTs while performing any portion of this Agreement. Such approval must include approval of the proposed CONSULTANT and the terms of compensation.
20. **FINAL PAYMENT ACCEPTANCE CONSTITUTES RELEASE.** The acceptance by the CONSULTANT of the final payment made under this Agreement shall operate as and be a release of CITY from all claims and liabilities for compensation to the CONSULTANT for anything done, furnished or relating to the CONSULTANT'S work or services. Acceptance of payment shall be any negotiation of CITY'S check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by CITY shall not constitute, nor be deemed, a release of the responsibility and liability of CONSULTANT, its employees, sub-CONSULTANTs and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by CITY for any defect or error in the work prepared by CONSULTANT, its employees, sub-CONSULTANTs and agents.
21. **CORRECTIONS.** In addition to the above indemnification obligations, the CONSULTANT shall correct, at its expense, all errors in the work which may be disclosed during CITY'S review of CONSULTANT'S report or plans. Should the

CONSULTANT fail to make such correction in a reasonably timely manner, such correction shall be made by CITY, and the cost thereof shall be charged to CONSULTANT. In addition to all other available remedies, CITY may deduct the cost of such correction from any retention amount held by CITY or may withhold payment otherwise owed CONSULTANT under this Agreement up to the amount of the cost of correction.

- 22. NON-APPROPRIATION OF FUNDS.** Payments to be made to CONSULTANT by CITY for services preformed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that CITY does not appropriate sufficient funds for payment of CONSULTANT’S services beyond the current fiscal year, the Agreement shall cover payment for CONSULTANT’S only to the conclusion of the last fiscal year in which CITY appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.
- 23. NOTICES.** All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

CITY	CONSULTANT
<u>City of Lomita</u> <u>24300 Narbonne Avenue</u> <u>Lomita, CA 90717</u> <u>ATTN: City Manager</u>	<u>Project Partners, Inc.</u> <u>23195 La Cadena Dr., Suite 101</u> <u>Laguna Hills, CA 92653</u> <u>KLook@ProjectPartners.com</u> <u>ATTN: Kimo Look</u>

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph. Courtesy copies of notices may be sent via electronic mail, provided that the original notice is deposited in the U.S. mail or personally delivered as specified in this Section.

- 24. SOLICITATION.** CONSULTANT maintains and warrants that it has not employed nor retained any company or person, other than CONSULTANT’s bona fide employee, to solicit or secure this Agreement. Further, CONSULTANT warrants that it has not paid nor has it agreed to pay any company or person, other than CONSULTANT’s bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONSULTANT breach or violate this warranty, CITY may rescind this Agreement without liability.
- 25. THIRD PARTY BENEFICIARIES.** This Agreement and every provision herein is generally for the exclusive benefit of CONSULTANT and CITY and not for the

benefit of any other party. There will be no incidental or other beneficiaries of any of CONSULTANT's or CITY's obligations under this Agreement.

26. **INTERPRETATION.** This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.
27. **ENTIRE AGREEMENT.** This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written.
28. **RULES OF CONSTRUCTION.** Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.
29. **AUTHORITY/MODIFICATION.** The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment with signatures of all parties to this Agreement. CITY's city administrator, or designee, may execute any such amendment on behalf of CITY.
30. **ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES.** The Parties agree that this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission, scanned and delivered via electronic mail, or delivered using digital signature technology approved by CITY. Such facsimile or electronic signatures will be treated in all respects as having the same effect as an original signature.
31. **FORCE MAJEURE.** Should performance of this Agreement be impossible due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.
32. **TIME IS OF ESSENCE.** Time is of the essence to comply with dates and schedules to be provided.
33. **ATTORNEY'S FEES.** The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.
34. **STATEMENT OF EXPERIENCE.** By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality,

fitness and capacity to perform the Agreement in a manner satisfactory to CITY. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private CONSULTANTS, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.

35. DISCLOSURE REQUIRED. (CITY and CONSULTANT initials required at one of the following paragraphs)

By their respective initials next to this paragraph, CITY and CONSULTANT hereby acknowledge that CONSULTANT is a "CONSULTANT" for the purposes of the California Political Reform Act because CONSULTANT'S duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18700.3(a)(2) or otherwise serves in a staff capacity for which disclosure would otherwise be required were CONSULTANT employed by CITY. CONSULTANT hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the CITY'S Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to CONSULTANT commencing services hereunder, the City's Manager shall prepare and deliver to CONSULTANT a memorandum detailing the extent of CONSULTANT'S disclosure obligations in accordance with the CITY'S Conflict of Interest Code.

City Initials _____

CONSULTANT Initials _____

OR

By their initials next to this paragraph, CITY and CONSULTANT hereby acknowledge that CONSULTANT is not a "CONSULTANT" for the purpose of the California Political Reform Act because CONSULTANT'S duties and responsibilities are not within the scope of the definition of CONSULTANT in Fair Political Practice Commission Regulation 18700.3(a)(2) and is otherwise not serving in staff capacity in accordance with CITY'S Conflict of Interest Code.

City Initials DA

CONSULTANT Initials kl

[Signatures on the following page]

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF LOMITA

CONSULTANT

Ryan Smoot

Ryan Smoot, City Manager

By:

Kimo Look

Kimo Look, Principle

ATTEST:

Kathleen Horn Gregory

Kathleen Horn Gregory, City Clerk

33-0736965

Taxpayer ID No.

APPROVED AS TO FORM:

Trevor Rusin

Trevor Rusin, City Attorney

Project Partners Proposal



Proposal to Provide Engineering Support Services for the City's Public Works Department for the City of Lomita

Prepared for:

City of Lomita

December 9th, 2021

Project Partners
23195 La Cadena Dr.
Suite 101
Laguna Hills, CA 92653

phone **949.852.9300**
fax **949.852.9322**



December 9th, 2021

Carla Dillon
City of Lomita
Public Works Department
24300 Narbonne Ave
Lomita, CA 90717

Re: Proposal to Provide Engineering Support Services

Dear Ms. Dillon,

Project Partners is pleased to submit this Proposal for Engineering Support Services. We are the ideal firm for the City of Lomita, as not only do we specialize in the exact services and scope of work the City is requesting, but our expertise lies in providing unmatched engineering support to public agencies throughout Southern California for 25 years. We are undoubtedly the right firm for the City. We are submitting our proposal to provide services for the following Categories:

Category I: Project Support

Category II: Engineering Support for the Planning / Land Development Process

Why Select Project Partners?

Though there are a multitude of reasons to select Project Partners to partner with the City, these are at the top of the list:

Outstanding Proposed Staff - Project Partners' proposed staff are true public works professionals with decades of experience in municipal public organizations. Combined with years of management expertise, our proposed staff are the ideal candidates for the City. Additionally, Project Partners understands that retired public sector professionals are an extremely valuable resource to public organizations like yours. Our professional staff's deep understanding of public sector processes and procedures, means that Project Partners has an extensive arsenal of highly experienced professionals that can hit the ground running to help your agency meet its goals effectively & efficiently.

Unique Pool of Retired Public Professionals

Public Sector Experts that Keep the City Safe – As the City embraces a contract program for public works support services, we believe it clearly understands the importance of being in compliance with all CalPERS rules. With CalPERS stating it will increase the number of annual audits performed over the next few years, it is imperative that the City hire a firm that understands California labor laws and has a comprehensive operations and client training program to ensure the City is safely in compliance. Project Partners is that firm.

CalPERS Experts To Keep the City Safe

Proven Track Record of Providing Engineering Professionals to Support Municipalities – For the last 25 years, Project Partners has provided on-site project and engineering support staff to hundreds public agencies throughout the region. The fact that over 80% of our clients are repeat clients, who have returned to our firm again and again, is strong proof of our abilities to deliver successful staff. We are the go-to engineering firm for several Southern California municipalities.



Cost-Effective Solution with Significant Cost Savings – Project Partners is an exceptionally effective organization with drastically low overhead, resulting in billing rates at a fraction of typical consultant rates. This translates to greater efficiency in project budgets & significant cost savings to the City.

*Billing Rates at a Fraction
of Typical Consultant Rates*

Project Partners is a California Corporation and its Principal, Mr. Kimo Look, P.E., will be the primary contact for questions regarding this RFP response. The Project Partners' staff proposed in this Proposal are to date, available and unencumbered by current client project commitments.

In conclusion, we believe that Project Partners is the clear choice for the City of Lomita. In addition to the reasons listed above, we have a long list of projects from municipal references that demonstrate how Project Partners has helped Public Works departments across the region deliver on projects similar to those that City is requesting. The following Proposal will expand on these qualifications in greater detail.

Should you have any questions or need further clarifications, please do not hesitate to give us a call.

Sincerely,

A handwritten signature in black ink, appearing to read "Kimo Look".

Kimo Look, P.E.

Principal
Project Partners, Inc.
23195 La Cadena Drive
Suite 101
Laguna Hills, Ca 92653
Ph: 949-852-9300
KLook@ProjectPartners.com



Table of Contents

Cover Letter

Section 1	Qualifications & Experience	
	1.1 Background	1-1
	1.2 Categories Specializing In	1-1
	1.3 Why Select Project Partners?	1-1
	1.4 Keeping the City Safe.....	1-2
	1.5 Firm's Financial Statement	1-2
	1.6 Proven Track Record on Similar Public Contracts	1-2
	1.7 Recent Public Sector References.....	1-3
	1.8 Summary.....	1-6

Section 2	Proposed Key Personnel	
	2.1 Our Unique Staffing Solution	2-1
	2.2 Public Retirees with Decades of Engineering Expertise	2-1
	Why Our Retirees Are Invaluable	2-1
	2.3 A Cost-Effective Solution.....	2-2
	2.4 Proposed Personnel.....	2-3
	2.5 Organization Structure.....	2-8
	2.6 Conclusion.....	2-8

Appendix A Cost Proposal & Fee Schedule

Appendix B Resumes

Robert Garcia

James Martin, P.E.

Hossein (Amir) Modarresi, P.E.

Harry Corder



Project Partners
23195 La Cadena Dr.
Suite 101
Laguna Hills, CA 92653
phone **949.852.9300**
fax **949.852.9322**

Section 1

Qualifications & Experience



1 Qualifications & Experience

1.1 OVERVIEW

Established in Laguna Hills in 1996 as a California Corporation, Project Partners has quickly become a leading provider of civil engineering professionals for Southern California public agencies. Because of our specialization in onsite & engineering support, Project Partners is the go-to firm for many public works agencies to solve peak workload issues and project support. As such, many Southern California agencies have turned to Project Partners to help complete more projects repeatedly. Our proven ability to provide quality CalPERS-compliant technical solutions at affordable rates has been our winning formula for 25 years.

Our proposed staff Public Works & Utilities professionals with the proven experience to effectively support a myriad of City projects. Project Partners is the ideal firm for the City of Lomita, as our staff specialize in the full scope of work that the City requests.

1.2 CATEGORIES SPECIALIZING IN

Our services for this Proposal will be focused on providing our highly qualified staff specializing in the following of the requested Categories:

- **Category I: Capital Improvement Programs**
- **Category II: Engineering Support for the Planning and Land Development Process**

1.3 WHY SELECT PROJECT PARTNERS?

Project Partners is a unique civil engineering firm that provides the exact Engineering Support Services that the City is seeking with these advantages:

- **Highly Experienced Staff Specializing in Water Engineering, Transportation Projects and Development Support**
- **Proven History of Completing Over 50 Similar Projects in the Region**
- **Experts Who Keep Your City Safe and CalPERS Compliant**
- **Billing Rates that are a Fraction of Typical Consultant Rates**



1.4 KEEPING THE CITY SAFE

As a firm that has been providing project support to the Public Sector for over two decades, we know one of the biggest risk with on-site project support programs is CalPERS penalties and fines. Professional liability (E&O) is typically not a significant issue — CalPERS compliance is. For over 20 years, Project Partners has worked closely with top legal firms to develop a comprehensive understand California pension law and then establish a service model that allows retired public engineers to work onsite providing engineering support while being in compliance with CalPERS rules. This model has been validated as for the past 20 years we have never been fined or even hinted by CalPERS of being in violation of the any rules. We are undoubtedly experts in this field who know how to keep the City of Lomita safe while providing our specialized engineering services and support.

1.5 FIRM'S FINANCIAL STATEMENT

Project Partners has been in business for over two decades and we are in a sound financial position. There are no bankruptcies, office closures, prior or pending litigations in our past or present. There are no judgments, liens, federal or civil actions pending. There are no outstanding or pending complaints as determined by the Better Business Bureau or State of California Department of Consumer Affairs. We are a highly profitable organization that places a high value on our clients and employee staff. The requested financial documents are considered confidential materials, however our firm is willing to answer any specific questions that the City may have regarding our firm's financial condition upon further request.

1.6 PROVEN TRACK RECORD ON SIMILAR PUBLIC CONTRACTS

Providing engineering support to public agencies is all that Project Partners does. Being a highly sought-after firm, we have provided this exact service through hundreds of contracts over the past 20 years. Within the last 5 years alone, we have fulfilled over 50 contracts with local municipal agencies.

Over 50 Municipal Contracts for Engineering Staff throughout the last 5 years

1	City of Santa Ana	Engineering, Technical and Administrative Support	\$3,500,000
2	City of Ontario	As-Needed Contract, Professional Engineering Services	\$1,100,000
3	City of El Monte	Engineering and Water Operations Support	\$903,315
4	City of Corona	On-Call Engineering and Professional Services	\$750,000
5	City of Santa Ana	Engineering, Technical, and Administrative Support	\$500,000
6	City of Corona	On-Call Engineering and Consulting	\$500,000
7	City of Santa Ana	Engineering and Technical Support	\$500,000
8	City of San Gabriel	Engineering Inspection and Technical Support	\$481,192
9	City of Oceanside	As-Needed Project Management Services	\$471,000
10	City of South Gate	Water Utility Engineering	\$430,000



11	City of El Monte	Water Operations Support Services	\$310,000
12	City of Newport Beach	Engineering and Inspection Support Services	\$300,000
13	City of Diamond Bar	Engineering Project Management Services	\$277,960
14	City of Corona	Staff Augmentation Contract	\$250,000
15	City of Anaheim	Temp Services Contract	\$200,000
16	City of South Gate	Public Works Project Management Services	\$200,000
17	City of Victorville	Engineering Project Management Services	\$159,800
18	City of Torrance	Sidewalk Inspection	\$150,072
19	City Of San Marcos	On-Call Project Management Services	\$150,000
20	City of Hemet	Temp Services	\$150,000
21	City of Pico Rivera	Water Management Assistance	\$134,500
22	City of Buena Park	Interim PW Director/City Engineer Support	\$130,000
23	City of Lancaster	Project Management Support Services	\$125,000
24	City of Encinitas	Principle Engineering Support Services	\$125,000
25	City of San Gabriel	Project Management	\$121,800
26	City of Newport Beach	On-Call Professional Services	\$120,000
27	City of San Juan Capistrano	Temporary Engineering Support Services	\$120,000
28	City of Santa Clarita	Project Management Support Services	\$115,000
29	City of Long Beach	Transportation Project Management Support	\$99,000
30	City of San Clemente	Staff Augmentation	\$95,000
31	City of San Gabriel	Development Engineering Support	\$93,000
32	City of Oceanside	Building Inspection Service	\$90,710
33	City of Ontario	As-Needed PM/CM Services	\$89,000
34	City of Fullerton	Staff Augmentation	\$85,000
35	City of Lancaster	Traffic Technician Support Services	\$84,000
36	City of Signal Hill	Public Works Deputy Director Services	\$79,560
37	City of Orange	Plan Check Services	\$78,000
38	City of Escondido	Project Engineering Support Services	\$63,720
39	City of El Monte	Water Operations Support	\$60,000
40	City of Indio	On-Site Technical Support	\$60,000
41	City of Ontario	Pretreatment Inspection Services	\$60,000
42	City of Lawndale	Interim PW Director Support Services	\$58,500
43	City of Covina	Interim Utilities Manager	\$58,000
44	City of Santa Clarita	As-Needed Staff Augmentation	\$50,000
45	City of Fullerton	PSA Water Engineering Support	\$49,000
46	City of Torrance	Sidewalk Assessment and Support	\$48,800
47	City of Covina	Public Works Operations Manager Support	\$45,500
48	City of Dana Point	Facility Improvement PM/CM Support	\$35,000
49	City of El Monte	Water Operations Supervisor	\$30,000
50	City of Buena Park	Inspection Services	\$29,600
51	City of Huntington Beach	SCADA Coordinator	\$29,500
52	City of Pico Rivera	Operations Consulting	\$25,000
53	City of Pasadena	Project Management Staff Augmentation	\$24,900
54	City of Pico Rivera	Engineering Support	\$24,265
55	City Of San Marcos	Temp Services Contract	\$20,000

1.7 RECENT PUBLIC SECTOR REFERENCES

In the following section we provide three detailed references for clients we have provided public works civil engineering support staff in the last 5 years. These agencies include three local municipalities:

City of Santa Ana

City of Anaheim

City of El Monte



City of Santa Ana

Project Partners has been serving the City of Santa Ana since 2000. As the second largest city in Orange County, they had significant projects they were tasked to complete. They clearly felt the fluctuation of Public Works workloads and understood the need to reduce the impact on City staff. As a solution, Santa Ana hired Project Partners to provide a variety engineering services and staff to both the Water Utility and Public Works Departments to provide a better workload balance. Together with the City staff, Project Partners' assigned project managers helped complete a number of projects including include water pipeline and street improvement design, resolution of numerous residential traffic concerns, expansion of the City's NPDES and MS4 Permit response and expanded plan checking services. As a result, the City was able to meet all of their goals under their intended budgets and deadlines.



William Galvez
City Engineer

Civic Center Plaza
Santa Ana, CA
(714) 647-5659

wegalvez@santa-ana.org

Water Utility Support Services

- Water Systems Plan Review
 - Review and Redline Development Plans
- Water System Pipeline Design
 - Development of Plans and Specs
 - Develop Engineers Estimates
 - Bid Documents Development

Public Works Engineering Services

- CIP Project Management
 - Scoping and Budget Development
 - RFQ/RFP Development
 - Design Consultant Coordination
 - Contract Management
- CIP Construction Management
 - Field Inspection
 - Change Order Management
 - Review/Process Contractor Payments
 - Project Closeout
- NPDES Storm Water Program Support
 - MS4 Permit Compliance Support
 - Field Compliance Inspection
 - Develop Documents and Reports
- Traffic Engineering Support
 - Investigate Traffic Issues
 - Conduct Collision Analysis
 - Respond and Resolve Citizen Complaints
- Parking Program Support
 - Management of Permit Parking Program

Project Partner Positions Provided

Water Utilities Department

- Senior Water Project Manager
- Water CIP Design Engineer
- Water System CAD Designer

Public Works Department

- Senior CIP Engineer
- Storm Water Engineer
- Assistant Traffic Engineers
- Junior Engineers
- Engineering Technician
- Parking Permit Technician
- Construction Inspector



City of Anaheim

Like most cities, Anaheim was hit by the converging factors of reduced engineering staff from retirements and hiring restrictions from pension concerns. To address Water Utility and Public Works needs, Anaheim turned to Project Partners to provide PM/CM and other Civil Engineering Services. With bill rates a fraction of most consulting firms, Project Partners supported multiple areas within both departments as shown below. This winning combination proved highly effective and allowed the City to continue to effectively meet its project completion deadlines easily within its designated budget.



Michael Moore
Assistant General Manager
200 South Anaheim Blvd
Anaheim, CA
(714) 765-4956
mrmoores@anaheim.net

Water Utility Support Services

- CIP Project Management
 - Scoping and Budget Development
 - RFQ / RFP Development
 - Design Consultant Coordination
 - Contract Management
- CIP Construction Management
 - Field Inspection
 - Change Order Management
 - Review / Process Contractor Payments
 - Project Closeout
- Water Planning Service
 - Water Supply Evaluation
 - Masterplan Development and Maintenance
 - Water Use / Drought Management
 - Treatment Process Assessment
- Water Systems Plan Review
 - Review and Redline Development Plans
 - Hydraulic Report Evaluation
 - Interdepartmental Plan Review Coordination
- Water Conservation Program Support
 - Water Conservation Inspections
 - Development of Public Educational Outreach

Project Partners Positions Provided

- Water Utilities Department
- ✔ Sr. Water Planning Engineer
 - ✔ Sr. Water CIP Project Manager
 - ✔ Water Plan Check Engineer
 - ✔ Water Construction Inspection
 - ✔ Water Conservation Technician
- Public Works Department
- ✔ Senior CIP Project Manager
 - ✔ CIP Construction Manager
 - ✔ Traffic Plan Check Engineer
 - ✔ Development Plan Checkers
 - ✔ Engineering Technician
 - ✔ Real Property Analysts

Public Works Engineering Services

- Development Permit / Counter Support
 - Building Permit Processing and Issuance
 - Plan Review and Inspection
 - Records Maintenance and Filing
- On-Site Public Works Plan Check Service
 - Review and Redline Development Plans
 - Code Interpretations / Develop Inquiry Response
 - Interdepartmental Coordination
- Real Estate Project Management
 - Right of Way Activity Management
 - Schedule and Communication Management



City of El Monte

As a small city, the City of El Monte has a smaller engineering department. As a result, it feels the impacts of engineering workload fluctuations on its department. Having responsibilities in both water and public works, the City needed project support in a variety of specialties. Project Partners was brought in to due to our proven staff and cost effective bill rates. We immediately tackled several key projects including major transportation projects such as City-Wide Street Resurfacing & Reconstruction, several Safe Route to School projects, Groundwater Mitigation Operable Unit implementation, maintenance department large equipment purchases, and other Water Utility Department projects. Our economical solutions allowed the City to cost effectively undertake and complete more projects.



Braden Yu
Director of Public Works
11333 Valley Blvd
El Monte, CA
(626) 580-2055
BYu@elmonteca.gov

Water Utility Support Services

- Water Operations Management Support
 - Quarterly/Annually Water Quality Report Submission
 - Safety Training Program Development
 - Water Maintenance Project Operations
- Water Operator Support

Public Works Engineering Services

- CIP Project Management
 - Scoping and Budget Development
 - RFQ/RFP Development
 - Design Consultant Coordination
 - Contract Management
- CIP Construction Management
 - Field Inspection
 - Change Order Management
 - Review/Process Contractor Payments
 - Project Closeout

Project Partner Positions Provided

Water Utilities Department

- Sr. Water Utility Manager
- Sr. Water Superintendent
- Senior Water Operator

Public Works Department

- City Engineer
- CIP Engineer
- CIP Construction Manager
- Construction Inspector

1.8 SUMMARY

Our firm is uniquely qualified to serve the City of Lomita, not only due to the quality & knowledge of our dedicated personnel but equally due to our reasonable billing rates. With a history of providing excellent, experienced civil engineers to public agencies throughout Southern California, Project Partners is a specialized firm proud to have served every county in the region. In the following section, we highlight our proposed personnel, who are public sector professionals with the exact experience required to serve within the roles and projects that the City requests. We highlight their extensive careers spanning several decades in local public works and utilities agencies throughout the region.



Project Partners
23195 La Cadena Dr.
Suite 101
Laguna Hills, CA 92653
phone **949.852.9300**
fax **949.852.9322**

Section 2

Proposed Key Personnel



2 Proposed Key Personnel

2.1 OUR UNIQUE STAFFING SOLUTION

All of the proposed staff in the Project Partners team are proven professionals with decades of public works experience behind them. This experience allows them to seamlessly fuse into the City and deliver exceptional work. These individuals have the precise experience to get your projects done while providing flexibility and expertise to complete critical projects on time. Their abilities and experience are presented in subsection 2.4 along with their accompanying resumes.

2.2 PUBLIC RETIREES WITH DECADES OF ENGINEERING EXPERTISE

Project Partners understands that retired public sector professionals are an extremely valuable resource to public organizations like yours.

Therefore, Project Partners recently implemented a unique and powerful recruiting tool: a job site specifically to recruit public sector retirees who are ready to contribute to public agencies. Through this website, PublicRetireeJobs.com, we attract and retain more public retirees than any other organization and offer them to our clients as a truly invaluable resource.

We invite you to visit PublicRetireeJobs.com and see for yourself how we attract and retain key retirees for you to access.

Why Our Retirees Are Invaluable:

Decades of Engineering Knowledge and Experience – Our staff has not years, but decades of public engineering experience. Experience that is needed to effectively tackle the wide variety of projects and problems that hit engineering departments daily. Experience that can also be used to mentor staff and build future staff.

Effective from Day One – Our experienced retirees already have a deep understanding of the public sector process and use their knowledge to be effective public works civil engineers. Because of their experience, our retirees are able to enter into a role and start making a difference from day one.



Truly Flexible Resource – Our staff is flexible in terms of schedule and location. Should it be more effective to have our staff work on-site at City offices, they can easily adapt to the City’s needs. Alternatively, should the City want our staff to work remotely we can accommodate that as well. Equally so, as retirees, our staff can truly be an as-needed resource who can easily meet workload fluctuations through truly flexible schedules.

All this means that Project Partners has an extensive arsenal of experienced public works professionals who can be added as-needed to help support City staff in unforeseen situations. No matter what issues arise, the City can rest assured that Project Partners will be able to provide flexibility to keep projects on schedule and on budget.

Strong, experienced staff makes successful engineering projects happen. In order for the City to get more projects done, highly experienced professionals with proven skills are needed. Luckily, Project Partners has been providing retirees to public agencies for over 20 years to help them get projects done efficiently and effectively. The flexible schedule of a retiree means they are truly as-needed help. Even more valuable is their experience in the field, as our highly qualified public retirees already have a deep understanding of the public sector civil engineering processes & requirements.

Our retirees are able to enter into a role and start being productive from day one. All of the proposed staff in the Project Partners team are true professionals with years of public works experience behind them. This experience allows them to seamlessly jump into the City’s projects and deliver results to move projects forward through completion. These individuals have the precise experience to get your projects done.

2.3 A COST-EFFECTIVE SOLUTION

We operate differently than most consulting firms: we are specifically designed to provide support to public agencies. Our operation is extremely efficient and requires less overhead to deliver our staff. This results in substantially lower billing rates. Many consulting firms, due to their large overheads and often expensive executive management structure, have rates up to 50% greater than ours. We are truly the right solution for the City.

Our Rates Are at a Fraction of Typical Consulting Rates



2.4 PROPOSED PERSONNEL

Project Partners has set a high bar for providing the very best professional talent for our clients' projects, and we aim to out-do ourselves with every new request. Our ability to consistently deliver exceptional public works professionals is the reason we are our clients' first call when staffing needs or issues arise. All of our staff have the following skills & experience:



Experience is critical in consistently delivering successful public works projects. All of our staff are proven professionals with decades of public experience.



Communication is essential in providing quality staff support services to our clients. All proposed staff are skilled in written & verbal communication.



Our senior level staff possess the solid technical skills needed to deliver your public works projects. They all have experience working on various technical projects.

Our proposed staff are retired public engineers with extensive, specialized experience in three specific areas—Water, Transportation, and Development Services:

Staff	Area of Expertise	Proposed Category
Richard Garcia	Transportation, and Development Services	<i>Category I & II</i>
James Martin, P.E.	Water Support Services	<i>Category I</i>
Amir Modarressi, P.E.	Water, Transportation, and Development Services	<i>Category I & II</i>
Harry Corder	Transportation, and Development Services	<i>Category I & II</i>

Of the above personnel, Mr. Richard Garcia & Mr. James Martin are currently unencumbered by current assignment therefore available to serve immediately. Mr. Amir Modarressi & Mr. Harry Corder are currently on assignment, but have limited availability. The following pages are a brief summary of each staff member; complete details can be found in their resumes included in the Appendix.



Richard Garcia

30 Years of Experience in Engineering Support

Engineering Design, Construction, Commercial & Residential Planning Expertise

Education

BS Civil Engineering
California State Polytechnic University, Pomona

Summary

Retired Project Manager, Richard Garcia has specialized in Real Property and Right-Of-Way Acquisition for the City of Anaheim. Prior to that, he was Project Manager on CIP as well as commercial & residential development. Within his 30 years of service to the City of Anaheim, Mr. Garcia has cultivated professional experience within the City's Public Works experience spanning Transportation and other public works projects in addition to Development services support.

Associated Public Agencies

City of Anaheim
City of Chino

Position Titles

Real Property Analyst
Project Manager
Associate Engineer

Project Experience

- Manage and monitor outside consultants for the acquisition of real property by settlement agreement or by eminent domain/condemnation process for the City's Capital Improvement Program (CIP).
- Manage and develop all right-of-way certifications and clearances for State and Federal funded projects in conjunction with Local Assistance and Caltrans standards, including the conveyance of City right-of-way. Provide right-of-way and cost estimates for the application(s) of CIP transportation funding for Measure M1, M2 and other special projects.
- Coordinated multiple projects with consultants, planning, internal departments, engineering, public and private utilities, Caltrans, Edison (SCE), railroad enterprises, Flood Control District, Water Districts, OCTA, private developers, and other government municipalities and agencies as required.
- Reviewed plats, legal descriptions, land development plans, grading plans, plot plans, environmental report review, and street improvement plans.



James Martin, P.E.

44 Years of Water Engineering Experience

*Project Management,
Design, Construction,
Inspection Expertise*

Registration

Registered Professional
Engineer RCE# C28078

Education

MS Civil & Sanitary
Engineering
Virginia Polytechnic
Institute and State
University

Summary

Retired Principal Water Engineer, James Martin has several decades of experience in Project Management, Planning, Inspection, Design and Construction phases in Public Utilities Agencies, Water Treatment and Distribution Systems. Extensive experience in planning, design and management of water treatment and distribution systems.

Associated Public Agencies

Metropolitan Water District of Southern California
Sanitation Districts of Los Angeles County

Position Titles

Principal Water Engineer
Senior Project Manager
Senior Civil Engineer

Project Experience

- Project Manager for the Lake Perris Pollution Prevention Program and the Lake Perris Hypolimnetic Oxygenation Facility.
- Responsible for project management including scheduling and budgeting of water treatment plants, pipelines, hydropower plants, reservoirs, and oxidation retrofit facilities.
- Assisted in preparation of technical report on State Water Project Facility Reliability.
- Led multi-disciplinary teams to achieve project objectives and coordinated projects with consultants and outside agencies.
- Managed the Robert B. Diemer East Washwater Tank Relining project including preparation of plans and specifications.
- Reviewed and approved design and cost estimates for the Diemer plant alum/ferric jet mix retrofit. Developed the Master Schedule for Design and Construction and prepared detailed project schedules and cost estimates.



Hossein (Amir) Modarressi, P.E.

**25 Years of Civil
Engineering
Experience**

*Capital Improvement
Project Budget &
Management
Expertise*

Registration

Registered Professional
Engineer RCE# C57479

Education

BS Civil Engineering &
Engineering Operation
*Iowa State University of
Science & Technology*

Summary

Retired Principal Engineer, Amir Modarressi has extensive experience of over 25 years at the City of Indio. His specialties include CIP budget & project management from design to construction phases as well as serving on its Planning & Transportation Commissions. He also has experience in Development Services.

Associated Public Agencies

City of Indio
City of Corona
City of Buena Park

Position Titles

Director of Engineering & Building Services
City Engineer
Principal Engineer
Senior Project Manager

Project Experience

- Plan, direct, set goals and implement City engineering projects; direct, administer and enforce City engineering standards and specifications, and all City codes and ordinances relative to engineering.
- Provide leadership and direction in the development of short and long-range plans and projects; participate in contract negotiations relative to new and existing capital improvement projects; administer engineering and construction contracts and resolve issues associated with contract compliance.
- Serve as policy advisor to the City Manager and City Council on matters related to engineering and building services; prepare and present strategies and recommendations to the City Council, boards and commissions, and community groups.
- Manage the development of short and long-range plans and projects; develops negotiation strategies and participate in contract negotiations relative to new and existing capital improvement projects; administer engineering and construction contracts and resolve issues associated with contract compliance.



Harry Corder

40 Years of Water Engineering Experience

Public Works Construction Management and Capital Improvement Plan Check Expertise

Education

BS Civil Engineering,
University of Houston

Summary

Retired Project Manager, Harry Corder has four decades of experience in Construction Management in Public Works. He has several years of Project Management and Construction experience at the City of Oceanside and the City of Santa Clarita within their Capital Improvement Divisions.

Associated Public Agencies

City of Santa Clarita
City of Oceanside

Position Titles

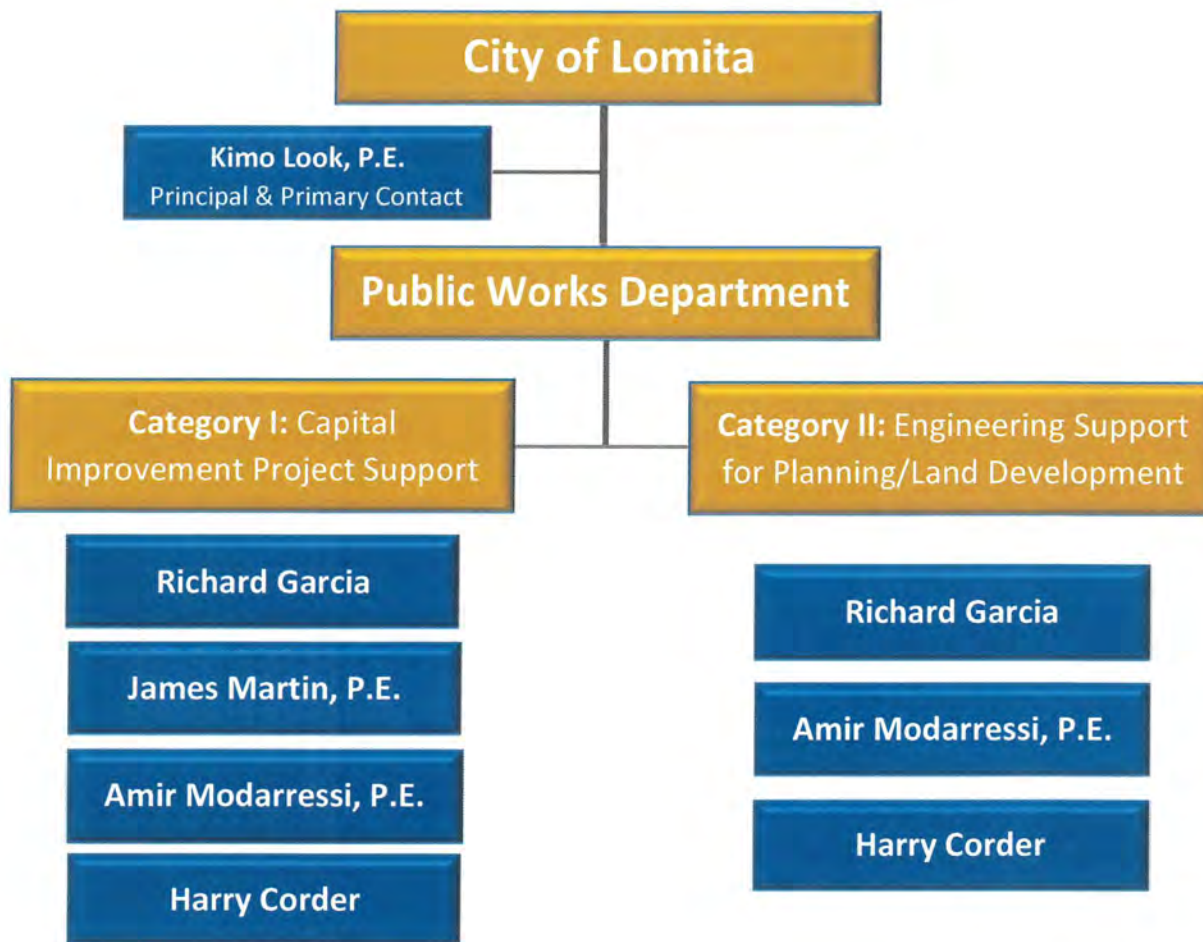
Senior Project Manager
Senior Plan Check Engineer

Project Experience

- Responsible for all phases of construction projects including pre-design, design/pre-bid, bid, construction, and post-construction; experience in government contract administration. Provided oversight to the Capital Improvement projects administration, construction management, safety, documentation, estimating, and scheduling.
- Responsible for checking tract maps, plans of preliminary grading, precise grading, public improvements, private improvements, erosion control and construction changes for private development and City CIP projects.
- Responsible for checking final tract maps, street plans, sanitary sewer plans and grading plans to ensure that projects conform to City Ordinances, planning requirements and engineering standards. Responsible for checking map closures, checking legal descriptions, approving tract boundaries and preparing staff reports to City Council for tract map approval.
- Improvement plans checked included: paving, water lines, sanitary sewer lines, storm drain and supporting engineering reports. Duties include checking and approval of Parcel Maps, Final Maps and related Subdivision Documents.



2.4 ORGANIZATION STRUCTURE



2.5 CONCLUSION

In summary, within this Proposal our firm has distinctly demonstrated that:

- Our proposed staff has decades of the exact experience the City seeks
- Our bill rates are a fraction of typical consulting rates
- Our expertise on CalPERS rules helps keep the City safe
- Our track record on similar project is unmatched

To conclude, we believe that we are the perfect option to provide the City with Engineering Support Services in Categories I and II.



Project Partners
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Suite 101
Laguna Hills, CA 92653
phone **949.852.9300**
fax **949.852.9322**

Appendix

Resumes



**Project
Partners**

Partners in Building Engineering Careers and Teams

Summary of Qualifications

Richard Garcia

Project Level

Sr. Project Manager | *Public Works & Water*

Qualifications

- *Retired Professional Engineer with Over 30 Years of Public Works Experience with the City of Anaheim*
- *Experience in RFP/RFQ Bid Preparation, Review of Consultant Design PS&E's and Preparation of Engineering Studies and Environmental Impact Reports*
- *Surveyed and Inspected Project Locations and Coordinated Public Works and Water Utility Activities with Other City Departments*
- *Proficient in Right-Of-Way Acquisitions, Negotiations, Engineering Design, Construction of Commercial and Residential Planning*
- *Strong Knowledge of Compliance to City and Code Requirements*

Relevant Experience

City of Anaheim (1988 - 2018)

Real Property Analyst, Department of Public Works (1997 - 2018)

- *Managed and administered the Right of Way Acquisition and Sale of Real Property program, Right-of-Way Engineering for the Design Division – Public Works Department.*
- *Managed and monitored outside consultants for the acquisition of real property by settlement agreement or by eminent domain/condemnation process for the City's Capital Improvement Program (CIP).*
- *Collaborated with consultants in right-of-way negotiations to acquire property(s) by easement or in fee.*
- *Prepared and recommended request for proposal for real property and engineering consultants.*
- *Developed and negotiated contracts and property leases.*
- *Reviewed and administered property rights agreements, offers, appraisals, title reports and underlying documents, encroachments, leases, right-of-entry, licenses and issuance of permits.*
- *Collaborated with business partners, private developers, cross-functional project teams, peers and management for development of projects.*
- *Reviewed plats, legal descriptions, land development plans, grading plans, plot plans, environmental report review, and street improvement plans.*
- *Coordinated multiple projects with consultants, planning, internal departments, engineering, public and private utilities, Caltrans, Edison (SCE), railroad enterprises,*

Project Partners

Richard Garcia

Summary of Qualifications

Page 2

Flood Control District, Water Districts, OCTA, private developers, and other government municipalities and agencies as required.

- Experience in handling and resolving political and sensitive situations and negotiating with both internal and external stakeholders.
- Performed site inspections and evaluation of property sites for property impacts and valuation.
- Developed and managed grading plans, documents and permits necessary for the demolition and clearance of structures.
- Managed relocation plans and assistance for the relocation of property owners, tenants and businesses under: the Relocation Law, Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (The Uniform Act), California Code of Regulations, Title 25, Chapter 6 (Department of Housing and Community Development (HCD), 49 Code of Federal Regulations Part 24 (Department of Transportation).
- Attended, conducted and participated in community outreach meeting to introduce and update local communities, residents, citizens, school districts, businesses, City Council and organizations on impacts due to major CIP project(s).
- Managed and performed grievances and appeals process submitted by displaced tenant(s) and/or owner(s) governed under a Relocation Appeals Board.
- Able to communicate effective, both orally and in writing, resource and project planning to obtain results.
- Provided final funding reports to various government agencies and provided assistance in balancing budget reports.
- Provide right-of-way and engineering data and cost estimates for the application(s) of CIP transportation funding for Measure M1 and M2 projects and other special assessment funds.
- Managed and administered the disposal of surplus properties for future developments and non-buildable sales.
- Provided support and recommendations to Construction Administration for property rights and construction claims and issues.
- Managed and developed all right-of-way certifications and clearances for State and Federal funded projects in conjunction with Local Assistance and Caltrans standards, including the conveyance of City right-of-way.

Associate Engineer, Department of Public Works (1992 - 1997)

- Responsible for the design of street improvements, storm drain, sewer, and landscaping and irrigation, demolition, striping and signage, utilities and drainage plans for the Capital Improvement Program (CIP) for the Public Works Department.
- Participated in the selection of private consulting engineering services; prepared proposals; conducted interviews and reviewed consultant qualifications; provided recommendations in the selection of consulting engineers.
- Prepared bid documents and provide administration for maintenance, repair, and emergency work for the field.
- Prepared engineering studies and reports including initial environmental impact reports.
- Reviewed entitlements and plans to ensure conformance with City Standards.

Project Partners

Richard Garcia

Summary of Qualifications

Page 3

- Responded to questions and inquiries from the general public, developers, contractors, engineering professionals, City Departments and staff regarding engineering and development projects.
- Surveyed and inspected project locations; analyzed project documentation including maps, drawings, and specifications; meet and confer with city staff and outside agency staff/project managers.
- Reviewed right-of-way layouts, drainage reports, soil reports, water quality plans, pavement structural section design, and cost estimates to ensure conformance with City requirements and industry standards.
- Coordinated public works and water utility activities with other City Departments, Divisions, sections and outside agencies.
- Prepared draft and final agreements with developers and engineering consultants for approval.
- Managed cost expenditures and contracts for outside consultant contracts.
- Confer with architects, engineers, and consultants in the collection of data to prepare cost and construction estimates, legal descriptions, plats, and plans for engineering projects.
- Reviewed work of private engineers and plan check staff for compliance with City standards and practices; review shop drawings submitted by construction contractors; determine engineering requirements for new developments; review and provide recommendations for processing change orders requested by contractors.
- Monitored, managed and supervised various design teams and outside engineering consultant firms for daily activities for the design and finalization of plans, specifications and estimates for construction of public improvements through public bidding.
- Prepared and monitored financial status of each project. Prepared final reports, cost estimates, agreements and recommendations for the City Council.
- Assisted higher-level engineers and project managers on large and complex development projects and/or public works construction projects.
- Attended and participated in professional group meetings; stay abreast of new trends and innovations in the field of civil engineering, traffic engineering, and surveying/mapping.

Assistant Engineer, Department of Public Works (1988 - 1992)

- Assisted in the design of street improvement plans, specifications and estimates.
- Coordinated all design plans with all internal departments, public utilities and other governmental agencies for finalization of plans and specifications.
- Reviewed preliminary and final grading and engineering plan, studies, cost estimates, subdivision plans, standard, specifications; evaluated compliance with laws and ordinances, reviewed legal descriptions and deeds for easements, right of entry(s) and rights-of-way(s). Coordinated all design plans with all internal departments, public utilities and other governmental agencies for finalization of plans and specifications.
- Provided counter support for developers, engineers, citizens and residents. Provided assistance in the issuance of permits.
- Assisted in planning, prioritizing, and reviewing the work of project staff and/or outside consultants.

Project Partners

Richard Garcia

Summary of Qualifications

Page 4

- Analyzed field data pertaining to grades, alignments and topographical features.
- Checked final subdivision maps to determine the accuracy of professional engineering design computations and existence of adequate street, sewer and storm drainage plans.
- Reviewed and updated engineering standard drawings, specifications and design criteria and prepared staff reports for the City Council.

City of Chino (1985 - 1988)

Engineering Technician, Department of Public Works

- Assisted Associate and Assistant Engineers in the preparation of engineering plans of capital improvement projects.
- Involved in assuring conformance of established plans, plan checked, and performed complex mathematical computations.
- Prepared and checked legal descriptions and plats for related projects.
- Surveyed sites for capital improvement projects, prepared improvement plans and inspected workmanship on public works projects.
- Analyzed engineering and land development plans for compliance to City and code requirements.
- Assisted in the issuance of right-of-way construction permits.
- Plan checked private engineering and architectural plans for residential development.

Education

BS Cal Poly Pomona
Civil Engineering

Rio Hondo College
Architectural / Mechanical Design

Software

Knowledgeable in use of Microsoft Office Suite and other Project Management programs.



Partners in Building Engineering Careers and Teams

Summary of Qualifications

James Martin, P.E.

Project Level

Sr. Project Manager | *Water*

Qualifications

- *Registered Principal Water Engineer with Over 44 Years of Experience*
- *Extensive Experience in Project Management and Design and Construction Inspection*
- *Proficient In Planning and Design and Management of Water Treatment and Distribution Systems*

Relevant Experience

Metropolitan Water District of Southern California – Los Angeles, California (1988 - 2014)
Engineer, Imported Supply Unit, Water Resource Management Branch

Imported Supply Unit, Water Resource Management Branch. Prepared technical information and reports on large, complex projects and agreements including the Colorado River Quantification Settlement Agreement. Project Manager for the Lake Perris Pollution Prevention Program and the Lake Perris Hypolimnetic Oxygenation Facility. Assisted in preparation of a technical report on State Water Project Facility Reliability. Led multi-disciplinary teams to achieve project objectives and coordinated projects with consultants and outside agencies. Developed and maintained working relationships with outside entities. Responsible for project management including scheduling and budgeting of water treatment plants, pipelines, hydropower plants, reservoirs, and oxidation retrofit facilities. Managed the Robert B. Diemer East Washwater Tank Relining project including preparation of plans and specifications. Reviewed and approved design and cost estimates for the Diemer plant alum/ferric jet mix retrofit. Developed the Master Schedule for Design and Construction and prepared detailed project schedules and cost estimates. Prepared letters to Board of Directors for project authorization and funding. Assisted in preparation of business plans. Mentored other employees in scheduling, Board letter process, Capital Investment Program and usage of Metropolitan's business applications.

U.S. Army Corps of Engineers

Civil Engineer; Chief, Management Information Section

Responsible for project management of flood control and coastal projects including review of plans and specifications and contract administration. Performed design and construction inspection for Mission Bay, San Diego Revetment Repairs and Maintenance Dredging projects. Coordinated Mission Bay project with all Federal, State and local agencies including the U. S. Fish and Wildlife Service, the California Department of Fish and Game, the California Coastal Commission and the City of San Diego.

Project Partners

James Martin, P.E.

Summary of Qualifications

Page 2

Boyle Engineering Corporation, Newport Beach, California *Civil Engineer*

Prepared technical reports on statewide water issues. Developed water and sewer master plans, summaries of reclamation projects, water conservation studies, water rate analyses, water management plans, feasibility studies and cost estimates. Performed computer simulations of water systems.

The Irvine Company, Newport Beach, California *Senior Engineer*

Responsible for infrastructure planning and design for development of the 80,000-acre Irvine Ranch. Reviewed water, sewer and irrigation master plans. Coordinated planning, design and construction of the 24" ductile iron Back Bay Sewer adjacent to critical environmental area (upper Newport Bay). Received an award from the company President for coordination with the Friends of the Bay, the City of Newport Beach, the California Coastal Commission, the Orange County Sanitation District, The Irvine Ranch Water District, and the County of Orange. Administered contracts with consulting engineers and reviewed tentative tract maps and easements.

Los Angeles County Sanitation Districts, Whittier, California *Engineering Associate III*

Prepared facilities plans and environmental impact reports for seven wastewater treatment plants. Developed computer model of Sanitation Districts' Joint Outfall sewer system. Inspected chemical process industries to determine compliance with Industrial Wastewater Ordinance.

Education

- BS** **Virginia Polytechnic Institute and State University**
Chemical Engineering

- MS** **Virginia Polytechnic Institute and State University**
Civil, Sanitary Engineering

- MBA** **California State University at Pomona**
Business Administration

Professional Registration/Certification

Professional Engineer – California (No. C28078)
Grade 4 Water Treatment Plant Operator – California (No. 22733)



**Project
Partners**

Partners in Building Engineering Careers and Teams

Summary of Qualifications

Hossein (Amir) Modarressi, P.E.

Project Level

Sr. Project Manager | *Public Works & Water*

Qualifications

- *Registered California Civil Engineer with Over 25 Years of Experience*
- *Former Principal Engineer & Deputy Director of Public Works at The City of Indio*
- *Extensive CIP Budget & Project Management Experience*

Relevant Experience

City of Buena Park (Project Partners Contract Assignment - 2019)

Assistant City Engineer Consultant

- Assist the Director of Public Works to plan, direct, set goals and implement City engineering projects.
- Manage the City's Capital Improvements Program including design and construction of public works projects.
- Represent Public Works Department on the Planning Commission and Transportation Commission.
- Prepare new development review and conditions of approval for new developments.
- Perform plan check for the new development proposals.

City of Corona (2018 - 2019)

Public Work Consultant

- Prepare Public Works development reviews/conditions of approval for new developments
- Perform engineering plan check

City of Indio (1978 - 2007)

Director of Engineering and Building Services/City Engineer

- Plan, direct, set goals and implement City engineering and building projects; direct, administer and enforce City engineering and building standards and specifications, Uniform Building Code and all City codes and ordinances relative to engineering and building; serve as City Building Official, City Engineer and City Traffic Engineer.
- Provide leadership and direction in the development of short and long-range plans and projects; develops negotiation strategies and participate in contract negotiations relative to new and existing capital improvement projects; administer engineering and construction contracts and resolve issues associated with contract compliance.

Project Partners

Hossein Modarressi, P.E.

Summary of Qualifications

Page 2

- Resolve complex and sensitive customer service issues and resolve disputes; enforce local ordinances and interpret City codes and master plans.
- Serve as policy advisor to the City Manager and City Council on matters related to engineering and building services; prepare and present strategies and recommendations to the City Council, boards and commissions, and community groups.
- Manage staff and operations of the Department; develop and administer annual operating budget; direct implementation of department goals, objectives, policies and procedures; manage acquisition of grants and other external funding to supplement the City's Capital Improvements Program budget. Direct, supervise and participate in approving engineering and building plans for projects including but not limited to construction of buildings, roads, bridges, water mains and water facilities systems, traffic signals and street lighting; perform plan checks and field engineering and construction staking; determine work procedures, prepare work schedules and expedite workflow.

Deputy Director of Public Works/City Engineer

- Assist the Director of Public Works to plan, direct, set goals and implement City engineering projects; direct, administer and enforce City engineering standards and specifications, and all City codes and ordinances relative to engineering; serve as City Engineer and City Traffic Engineer.
- Manage the development of short and long-range plans and projects; develops negotiation strategies and participate in contract negotiations relative to new and existing capital improvement projects; administer engineering and construction contracts and resolve issues associated with contract compliance.
- Resolve complex and sensitive customer service issues and resolve disputes; enforce local ordinances and interpret City codes and master plans.
- Serve as policy advisor to the Director of Public Works on matters related to engineering services.
- Manage the daily operations of the engineering division; manage acquisition of grants and other external funding to supplement the City's Capital Improvements Program budget. Supervise and participate in approving engineering plans for projects including but not limited to construction of roads, bridges, water mains and water facilities systems, traffic signals and street lighting; perform plan checks and field engineering and construction staking; determine work procedures, prepare work schedules and expedite workflow.

Principal Civil Engineer

- Plan, direct, set goals and implement City engineering projects; direct, administer and enforce City engineering standards and specifications, and all City codes and ordinances relative to engineering; serve as City Engineer and Traffic Engineer.
- Manage the development of short and long-range plans and projects; develops negotiation strategies and participate in contract negotiations relative to new and existing capital improvement projects; administer engineering and construction contracts and resolve issues associated with contract compliance.
- Resolve complex and sensitive customer service issues and resolve disputes; enforce local ordinances and interpret City codes and master plans.

Project Partners

Hossein Modarressi, P.E.

Summary of Qualifications

Page 3

Education

BS Iowa State University of Science and Technology
Civil Engineering & Engineering Operation (Double Major)

Professional Certification

- Professional Engineer – State of California (No. 57479)
- Transportation Planning for Air Quality, UCR
- Nuclear Surface Moisture-Density gauge

Professional Affiliation

- Member of Transportation Advisory Committee at Riverside County Transportation Commission
- Member of Technical Transportation Advisory Committee at Coachella Valley Association of Governments
- Member of NPDES Task Force for the eastern Riverside County
- Member of PM10 Technical Working Group at Coachella Valley Association of Governments
- Member of American Public Works Association
- Member of American Water Works Association

Professional Skills

- Broad experience in technical and/or management positions for implementing local, state and federal codes and standards.
- Ability to work with people and professional communities to achieve common goals. Served as chairman to Technical Transportation Advisory Committee at Coachella Valley Association of Governments.
- Experience in managing and resolving difficult and sensitive citizen inquiries and complaints.
- Ability to prepare a department budget that is conducive to the overall City's fiscal responsibility.
- Applied technical and management experience in all facets of development of commercial and residential projects.



Summary of Qualifications

Harry Corder

Project Level

Sr. Project Manager | *Public Works*

Qualifications

- *Over 46 Years Civil Engineering Experience, with 25 years of Public Works Construction Management Experience in Both Horizontal and Vertical Construction*
- *Over 4 Years of Plan Checking Experience for Oceanside and Santa Clarita*
- *Proven Experience in Several Plan Checking Areas*

Related Experience

City of Santa Clarita – Santa Clarita, CA (1999 – Retired 2018)
Senior Engineer, Capital Improvement Division and Engineering Division

Worked for the Capital Improvement Division in the Public Works Department as Senior Civil Engineer for 17 years. Responsible for all phases of construction projects including pre-design, design/pre-bid, bid, construction, and post-construction; experience in government contract administration. Provided oversight to the Capital Improvement projects including constructability reviews of the design, contract administration, construction management, safety, documentation, estimating, and scheduling. Possess experience with Federal-Aid programming, constructions, and over-site. Responsible for checking tract maps, plans of preliminary grading, precise grading, public improvements, private improvements, erosion control and construction changes for private developments and City projects (CIP). Improvement plans checked included: paving, water lines, sanitary sewer lines, storm drain and the supporting engineering reports. Duties included checking and approval of Parcel Maps, Final Maps and related Subdivision Documents. Worked with other City Departments to ensure development projects conform to city specifications and ordinances. Worked for the Engineering Division in the Public Works Department for 2 years responsible for checking final tract maps, street plans, sanitary sewer plans and grading plans to ensure that projects conform to City Ordinances, planning requirements and engineering standards. Responsible for checking map closures, checking legal descriptions, approving tract boundaries and preparing staff reports to City Council for tract map approval.

City of Oceanside – Oceanside, CA (March 1989 – February 1999)
Contract position in both Engineering Services and Capital Improvements Divisions

Plan Checker for 2 years for the Engineering Division. Subdivision Section. Responsible for checking tract maps, plans of preliminary grading, precise grading, public improvements, private improvements, erosion control and construction changes for private development

Project Partners

Harry Corder

Summary of Qualifications

Page 2

and City CIP projects. Improvement plans checked included: paving, water lines, sanitary sewer lines, storm drain and supporting engineering reports. Duties include checking and approval of Parcel Maps, Final Maps and related Subdivision Documents. Worked with other City Departments to ensure development projects conform to Project Management for 8 years for the Engineering Division, Capital Improvement Section. Responsible for the planning, design, construction and maintenance of Capital Improvement Projects. Projects included new city buildings, renovating existing city buildings, streets, drainage projects and Harbor District projects. The construction projects were as follows: a new fire station, two active use city parks, remodeling of park buildings, reconstructing historical buildings, and harbor slip renter restrooms, parking lots with landscaping, harbor rip-rap projects, downtown streetscape projects with landscaping, and seismic retrofit projects. As project manager, Mr. Corder made presentations to City Council, Special Districts and public meetings.

Crosby Mead Benton & Associates, Carlsbad, CA (May 1988 – January 1989)

Project Manager

Responsible for Engineering Support for the Aviara Development in Carlsbad. Duties included tracking conditions of approval for the final map, determining open space compliance for Coastal Development permit, developing Builder information for land sales and estimating the construction cost for developer's Performa.

American Surveying, Dallas, TX (Oct. 1985 – Dec. 1987)

Regional Manager and Resident Surveyor

In charge of the operating, marketing, and profit of four land surveying offices. The offices were located in Dallas, Fort Worth, Austin and San Antonio, Texas. Managed a staff of 30 field, technical and administrative personnel. Also was responsible for the activity of three other offices with staffing of 20 to 30 personnel each. Surveying activities consisted of residential title surveys, lot staking, surveying commercial tracts, construction staking and the preparation of tract maps. I prepared tract maps, wrote legal descriptions for easements, performed field surveys for boundary surveys and construction staking and prepared boundary surveys. I supervised, trained and motivated the field and office staff.

Hunt Properties, Inc., Dallas, TX (May 1981 – Oct. 1985)

Senior Engineer

In charge of Land Development for single family, multi family, retail shopping centers, office park developments and the maintenance of existing building. Duties included performing engineering feasibility studies, administering of engineering and construction contracts, negotiating and supervising construction contracts for paving and utilities, coordinating with public utility companies for services and obtaining acceptance of improvements. I was responsible for the approval and recording of tract maps, writing legal descriptions for easement, the boundary surveys for land sales and the construction staking for capital improvement projects.

Superior Homes, Inc., Houston, TX (Oct. 1979 - May 1981)

Vice President

Project Partners

Harry Corder

Summary of Qualifications

Page 3

In charge of Land Development for single family subdivisions, multifamily projects, commercial centers and facilities maintenance. Activities included performing engineering and financial feasibility studies for proposed projects, administering of engineering, construction and maintenance contracts for new and existing developments. The facilities maintenance activities included the daily maintenance of home building plant facilities, commercial shopping centers, residential community parks and private sanitary sewer plants. I was responsible for the approval and recording of tract maps, writing legal descriptions for easement, the boundary surveys for land sales and the construction staking for capital improvement projects.

Winslow and Associates, Inc., Houston, TX (April 1977 – Oct. 1979)

Project Manager

In charge of Land Development. Worked with developers in developing single family, multifamily and commercial land development projects. Responsible for the creation of Water Districts, Environmental Impact Statements, land planning and platting, design of water plants, design of sanitary sewer plants and design of underground utilities. Worked with governmental agencies in obtaining approval of construction plans and improvements for new subdivisions. I was responsible for the approval and recording of tract maps for land developments, writing legal descriptions for water and sanitary sewer easement and the construction staking for capital improvement projects.

Charles R. Halle Associates, Houston, TX (July 1972 - March 1977)

Project Engineer for Municipal and Land Development Projects

Duties included designing and supervising of the construction of underground utilities and paving for capital improvements and single-family projects. Responsible for the master water and sanitary sewer plans for the cities of Hitchcock and Alta Loma. Design Engineer on water and sanitary sewer lines for the City of Houston, the City of Bellaire, the City of Texas City, and the City of Dayton, Texas. Duties Included managing a survey crew, performing field surveys, performing office survey calculations, preparing tract maps, writing legal descriptions and performing map research for land development and CIP projects.

United States Navy Reserves, Civil Engineer Corps, Navy Seabee's

Rank: Lieutenant Commander (Aug. 1966 – Aug. 1993)

Civil Engineering Officer

Responsible for the management of personnel, materials and equipment for various types of maintenance and new construction projects. The Navy Seabee's is the construction and shore facilities branch of the Navy. As a Reserve Civil Engineering Officer, I managed various construction projects at Naval Air Station Dallas and Reserve, Centers throughout Texas.

Education

BS **University of Houston**
Civil Engineering

4 Scope of Work

The City of Lomita Public Works Department requests support services to accomplish the necessary work of the City. In response to the RFP, the Consultant will provide key personnel services, their related experience, and qualifications. Proposers may propose on one (1) or more of the Categories, which include Category I: Project Support, Category II: Engineering Support for the Planning / Land Development Process, Category III: As Needed, Engineering Support Services. The City may award more than one contract to meet its needs.

Category I: Project Support

Project support primarily involves preparation of engineering documents and oversight of capital projects. Expectations include

1. Performance of mathematical computations and estimates.
2. Simultaneously handling several tasks and reestablishing priorities.
3. Clear, concise, and tactful communication with others, orally and in writing.
4. Ability to establish and maintain effective team relationships with all internal and external customers.
5. Ability to operate Microsoft Office.
6. Ability to perform in indoor and outdoor environments with exposure to the elements. May be required to work in inclement weather.
7. Ability to adapt to changing technologies and learn functionality of new equipment and systems.
8. Must maintain a valid California Driver License.
9. May be requested to work in excess of 40 hours a week and/or work irregular hours, particularly during emergency situations or construction activities.
10. Typical works hours are Monday through Friday, 7:30 a.m. to 5:30 p.m. Monday through Thursday and 8:00 a.m. to 5:00 p.m. every other Friday.
11. Civil Engineering education or related field of study.
12. On-site work and field work.
13. Preparation of RFP/RFQ for design and Construction Management and Inspection (CMI) services.
14. Preparation of and/or oversees design Plans, Specifications, & Estimates (PS&E).
15. Preparation of and lead project bid processing, writes council agenda report, and executes contract.
16. Oversee CMI services.
17. Prepare Caltrans required submittals and coordinates review process.
18. Perform minor drafting, computing, and checking field operations as related to the layout and construction of pavement, curbs, gutters, sidewalk, traffic, utilities and other CIP.
19. Perform LA Metro required project reporting, reimbursement process, etc.
20. Interpret and applies GREENBOOK, Caltrans Standards, City Standards, and other laws and regulations relating to CIP projects.

Upcoming CIP projects include:

1. Prepare scope of work and oversee the development of the sewer master plan.

2. Prepare scope of work and oversee implementation of an emergency generator for a water facility.
3. Prepare scopes of work for multiple projects to support transportation and mobility improvements.
4. Prepare a scope of work and oversee a corridor planning project.
5. Support the development of the City's CIP master plan through construction cost estimating.
6. Prepare scopes of work for water main replacement projects.
7. The role may include project management of the projects if the duration of this contract extends to design and construction phases.



**Project
Partners**

Project Partners' 2021 Standard Rate Schedule

CLASSIFICATION

HOURLY BILLING RATE

Proposed Sr. Project Managers for the City of Lomita.....\$120

Estimated Annual Reimbursable Expenses (Approved Mileage) - \$2,000

Billing Rates for Other Positions

Engineering

Entry Level Engineer.....	\$70
Assistant Engineer.....	\$75
Associate Engineer.....	\$80
Staff Engineer.....	\$85
Project Engineer.....	\$90

Project Management

Associate Project Manager.....	\$100
Project Manager.....	\$110
Sr. Project Manager I.....	\$120
Sr. Project Manager II.....	\$130
Sr. Project Manager III.....	\$140

Engineering Analyst

Engineering Analyst I.....	\$65
Engineering Analyst II.....	\$75
Engineering Analyst III.....	\$80

Engineering Technician

Engineering Technician I.....	\$65
Engineering Technician II.....	\$70
Engineering Technician III.....	\$80
Sr. Engineering Technician.....	\$90

CAD

CAD Technician.....	\$65
Sr. CAD Technician.....	\$80
CAD Designer.....	\$95
Sr. CAD Designer.....	\$110

Specialist Engineer

Specialist Engineer I.....	\$145
Specialist Engineer II.....	\$155
Specialist Engineer III.....	\$165

Standard Billing Rates subject to change on January 1st of each year



CITY OF LOMITA CITY COUNCIL REPORT

TO: City Council **Item No. 7k**

FROM: Ryan Smoot, City Manager

REVIEWED BY: Carla Dillon, P.E., Public Works Director

PREPARED BY: Mondher Saïed, P.E., Senior Civil Engineer

MEETING DATE: December 20, 2022

SUBJECT: Professional Services Agreement with David Evans and Associates, Inc. for Design of Narbonne Avenue South Water Main Replacement and Street Rehabilitation

RECOMMENDATION

1) Approve a Professional Services Agreement with David Evans and Associates for Engineering Design Services of Narbonne Avenue Water Main Replacement and Street Rehabilitation in the amount of \$173,861 plus a 15% contingency amount of \$26,079; and 2) Authorize the City Manager and City Clerk to execute the Agreement.

BACKGROUND

The Narbonne Avenue Water Main Replacement & Street Rehabilitation Project was included as part of the City of Lomita CIP Master Plan 2022-2027. The project limit extends on Narbonne Avenue from Pacific Coast Highway (PCH) to the southern end of the City of Lomita, which is bordering with the City of Rolling Hills Estates.

Narbonne Avenue south of PCH has two water mains: a 12-inch water main built in 1966 and a 6-inch/8-inch water main built in 1928. This existing 6-inch/8-inch diameter water main, which was constructed in 1928, has exceeded its useful life and will need to be replaced. This project consists of constructing approximately 1,600 linear feet of new water pipeline on Narbonne Avenue from PCH to the southern end of the City of Lomita. This new water main will replace the existing 1928 6-inch/8-inch water main which will be abandoned in place. This project will also include installation of fire hydrants, service laterals, valves, blow-offs, air release valves, and other associated water appurtenances (valves, services, and fittings).

In addition, this segment of Narbonne Avenue south of PCH is badly broken up and has a poor Pavement Conditions Index (PCI) of 22. This project calls for rehabilitating the pavement by removing the top layer of asphalt by grinding and overlaying with new asphalt concrete and asphalt rubber hot mix. The project also includes upgrading all curb ramps to current Americans with Disabilities Act (ADA) standards, minor sidewalk and driveway repairs, and tree planting. The project also calls for evaluation of revised roadway striping to reflect the same striping on Narbonne Avenue north of PCH, which consists of a single lane in each direction, center turn lanes, bicycle lanes, and parking lanes. The consultant will make recommendations for final striping plans for Council Approval prior to award of a construction contract.

On November 7, 2022, staff issued a Request for Proposal (RFP) to twenty-one (21) qualified civil engineering firms specializing in the design of watermain and street improvement projects. Three (3) engineering design companies responded with proposals. After a review of the engineering team qualifications, experience with similar projects, and recent relevant project experience from the proposing firms, staff conducted interviews with the three (3) companies to determine which company can best provide the requested services.

David Evans and Associates, Inc. (DEA) received the highest rankings, as they possessed the best overall scope of work and understanding of the City's needs for this project as outlined in the RFP. DEA is a multi-disciplinary firm, providing engineering and surveying services. They provide design and management of transportation, land development, water resources, and energy projects. They also provide marine survey and land surveying. Founded in 1976, they have about 875 employees located in 30 offices, including six in southern California. They have completed similar street improvement and water main replacement projects for many different municipalities including Costa Mesa, Los Angeles, Tustin, and Lakewood. Their staff are well experienced in project design in both full-depth street reconstruction and asphalt concrete overlay installation, as well as watermain replacement. Their sub-consultant LaBelle Marvin (Geotechnical Engineering & Pavement Evaluation) is well experienced in their discipline and have worked on several projects in the City of Lomita.

Based on their proposal and project needs, staff negotiated a final scope and fees with DEA in the amount of \$173,861 for Engineering Design Services for the project. Staff recommends approval of a 15% contingency, in the amount of \$26,079, which will be added to the total design budget and included in the agreement.

The design of the project is scheduled to start in January 2023 and is expected to be completed in four months.

FISCAL IMPACT

The design and construction of this project is planned to be funded as follows in the FY22-24 Budget:

FUND	FY 22-23 FUND AMOUNT	FY23-24 FUND AMOUNT
Gas Tax Fund (Fund 205)	\$ 300,000	\$ 300,000
Measure M Local Return (Fund 209)	\$ 300,000	\$ 300,000
Water Capital (Fund 520)	\$ 1,245,000	\$ 705,000
Federal Community Grant	\$ 200,000	\$ 740,000
Total	\$ 2,045,000	\$ 2,045,000

Construction of this project is planned to begin in summer of 2023 and carry over into the following year. As described in the previous section, the total budget for Engineering Design Services with DEA is estimated to be \$199,940 (\$173,861 and a 15% contingency \$26,079). Based on these fees, sufficient funds are available within the approved two-year budget to fund the design of the project. This project also has a federally awarded Community Grant made possible through Representative Maxine Waters' Office.

OPTIONS

1. Approve staff's recommendation.
2. Provide alternative direction.

ATTACHMENTS


1. Professional Services Agreement with David Evans and Associates

Reviewed by:



Gary Y. Sugano
Assistant City Manager

Approved by:



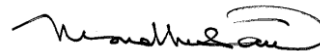
Ryan Smoot
City Manager

Reviewed by:



Carla Dillon, P.E.
Public Works Director

Prepared by:



Mondher Saied, P.E.
Senior Civil Engineer



**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF LOMITA AND ENGINEERING DESIGN SERVICES**

This AGREEMENT for Engineering Design Services is entered into this 20th day of December, 2022, by and between the CITY OF LOMITA, a general law city and municipal corporation (“CITY”) and David Evans and Associates, Inc. (“CONSULTANT”).

RECITALS

- A. CITY does not have the personnel able and/or available to perform the services required under this agreement.
- B. Therefore, CITY desires to contract out for Engineering Design Services for the Narbonne Avenue Water Main Replacement & Street Rehabilitation Project
- C. CONSULTANT warrants to CITY that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.
- D. CITY desires to contract with CONSULTANT to perform the services as described in **Exhibit A** of this Agreement.

NOW, THEREFORE, based on the foregoing recitals, CITY and CONSULTANT agree as follows:

1. CONSIDERATION AND COMPENSATION.

- A. As partial consideration, CONSULTANT agrees to perform the work listed in the SCOPE OF SERVICES, attached as **Exhibit A**.
- B. As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement.
- C. As additional consideration, CITY agrees to pay CONSULTANT an amount not to exceed \$199,940, for CONSULTANT’s services, unless otherwise specified by written amendment to this Agreement.
- D. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager or his designee.
- E. CONSULTANT shall submit to CITY, by not later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the previous

month. CITY shall pay CONSULTANT all uncontested amounts set forth in the CONSULTANT'S bill within 30 days after it is received.

2. SCOPE OF SERVICES.

A. CONSULTANT will perform the services and activities set forth in the SCOPE OF SERVICES attached hereto as **Exhibit A** and incorporated herein by this reference. If any part of **Exhibit A** is inconsistent with the terms of this Agreement, the terms of this Agreement shall control.

B. Except as herein otherwise expressly specified to be furnished by CITY, CONSULTANT will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space, and facilities necessary or proper to perform and complete the work and provide the professional services required of CONSULTANT by this Agreement.

3. PAYMENTS. For CITY to pay CONSULTANT as specified by this Agreement, CONSULTANT must submit an invoice to CITY which lists the reimbursable costs, the specific tasks performed, and, for work that includes deliverables, the percentage of the task completed during the billing period.

4. TIME OF PERFORMANCE. The services of CONSULTANT are to commence upon receipt of a notice to proceed from CITY and shall continue until all authorized work is completed to CITY's reasonable satisfaction, in accordance with the schedule incorporated in "**Exhibit A**," unless extended in writing by CITY.

5. FAMILIARITY WITH WORK. By executing this Agreement, CONSULTANT represents that CONSULTANT has (a) thoroughly investigated and considered the scope of services to be performed; (b) carefully considered how the services should be performed; and (c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

6. KEY PERSONNEL. CONSULTANT's key person assigned to perform work under this Agreement is Marie Marston, PE. CONSULTANT shall not assign another person to be in charge of the work contemplated by this Agreement without the prior written authorization of CITY.

7. TERM OF AGREEMENT. The term of this Agreement shall commence upon execution by both parties and shall expire upon completion of the work, unless earlier termination occurs under Section 12 of this Agreement or extended in writing in advance by both parties.

8. CHANGES. CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized

in writing, executed by CONSULTANT and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with written agreement between the parties.

9. **TAXPAYER IDENTIFICATION NUMBER.** CONSULTANT will provide CITY with a Taxpayer Identification Number.
10. **PERMITS AND LICENSES.** CONSULTANT will obtain and maintain during the term of this Agreement all permits, licenses, and certificates that may be required by local, state and federal laws in connection with the performance of services under this Agreement, including a business license as specified in Title VI, Chapter 2 of the Lomita Municipal Code.
11. **PREVAILING WAGES.**
 - A. **Prevailing Wage.** CONSULTANT is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, CONSULTANT agrees to fully comply with such Prevailing Wage Laws. Upon request, CITY shall provide CONSULTANT with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. CONSULTANT shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the services available to interested parties upon request and shall post copies at the CONSULTANT'S principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and CONSULTANT shall therefore comply with such Labor Code sections to the fullest extent required by law. CONSULTANT shall defend, indemnify and hold the CITY, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.
 - B. **Registration/DIR Compliance.** If the services are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, CONSULTANT and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). CONSULTANT shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be CONSULTANT'S

sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against CONSULTANT or any subconsultant that affect CONSULTANT'S performance of services, including any delay, shall be CONSULTANT'S sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered CONSULTANT caused delay and shall not be compensable by CITY. CONSTRUCTION shall defend, indemnify and hold CITY, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against CONSULTANT or any subconsultant.

- C. Labor Certification. By its signature hereunder, CONSULTANT certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code and agrees to comply with such provisions before commencing the performance of the Services.
- D. Employment of Apprentices. CONSULTANT and all subconsultants shall comply with the requirements of Labor Code sections 1777.5 and 1777.6 in the employment of apprentices. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.
- E. CONSULTANT or subconsultants may not perform work on a public works project with a subconsultant who is ineligible to perform work on a public project pursuant to Labor Code section 1777.1 or 1777.7. Any contract on a public works project entered into between CONSULTANT and a debarred subconsultant is void as a matter of law. A debarred subconsultant may not receive any public money for performing work as a subconsultant on a public works contract. Any public money that is paid or may have been paid to a debarred subconsultant by CONSULTANT on the project shall be returned to CITY. CONSULTANT shall be responsible for the payment of wages to workers of a debarred subconsultant who has been allowed to work on the Project.
- F. CONSULTANT agrees to bind every subconsultant to the terms of the Agreement as far as such terms are applicable to subconsultant's portion of the work. CONSULTANT shall be as fully responsible to CITY for the acts and omissions of its subconsultants and of persons either directly or indirectly employed by its subconsultants, as CONSULTANT is for acts and omissions of persons directly employed by CONSULTANT. Nothing contained in these Agreement shall create any contractual relationship between any subconsultant and CITY.

12. TERMINATION.

- A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause. Notice of termination shall be in writing.
- B. CONSULTANT may terminate this Agreement. Notice will be in writing at least 30 days before the effective termination date.
- C. In the event of such termination, CONSULTANT shall cease services as of the date of termination, all finished or unfinished documents, data, drawings, maps, and other materials prepared by CONSULTANT shall, at CITY's option, become CITY's property, and CONSULTANT will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination.
- D. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.

13. INDEMNIFICATION.

- A. CONSULTANT shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of CITY'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of CITY. Should CITY in its sole discretion find CONSULTANT'S legal counsel unacceptable, then CONSULTANT shall reimburse CITY its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. CONSULTANT shall promptly pay any final judgment rendered against CITY (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.
 - i. If CONSULTANT'S obligation to defend, indemnify, and/or hold harmless arises out of CONSULTANT'S performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, CONSULTANT'S indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, and, upon CONSULTANT obtaining a final adjudication by a court of competent jurisdiction, CONSULTANT'S liability for such claim, including the cost to defend, shall not exceed CONSULTANT'S proportionate percentage of fault.

B. The requirements as to the types and limits of insurance coverage to be maintained by CONSULTANT as required by Section 18, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

14. **ASSIGNABILITY.** This Agreement is for CONSULTANT's professional services. CONSULTANT's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.

15. **INDEPENDENT CONSULTANT.** CITY and CONSULTANT agree that CONSULTANT will act as an independent CONSULTANT and will have control of all work and the manner in which it is performed. CONSULTANT will be free to contract for similar service to be performed for other employers while under contract with CITY. CONSULTANT is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONSULTANT as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT will follow the direction of the CITY as to end results of the work only.

16. **AUDIT OF RECORDS.**

A. CONSULTANT agrees that CITY, or designee, has the right to review, obtain, and copy all records pertaining to the performance of this Agreement. CONSULTANT agrees to provide CITY, or designee, with any relevant information requested and will permit CITY, or designee, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this Agreement. CONSULTANT further agrees to maintain such records for a period of three (3) years following final payment under this Agreement.

B. CONSULTANT will keep all books, records, accounts and documents pertaining to this Agreement separate from other activities unrelated to this Agreement.

17. **CORRECTIVE MEASURES.** CONSULTANT will promptly implement any corrective measures required by CITY regarding the requirements and obligations of this Agreement. CONSULTANT will be given a reasonable amount of time as determined by CITY to implement said corrective measures. Failure of CONSULTANT to implement required corrective measures shall result in immediate termination of this Agreement.

18. **INSURANCE REQUIREMENTS.**

A. CONSULTANT, at CONSULTANT's own cost and expense, shall procure and

maintain, for the duration of the contract, the following insurance policies:

1. Workers Compensation Insurance as required by law. CONSULTANT shall require all subconsultants similarly to provide such compensation insurance for their respective employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against CITY, its officers, agents, employees, and volunteers for losses arising from work performed by CONSULTANT for CITY.
 2. General Liability Coverage. CONSULTANT shall maintain commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
 3. Automobile Liability Coverage. CONSULTANT shall maintain automobile liability insurance covering bodily injury and property damage for all activities of CONSULTANT arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
 4. Professional Liability Coverage. CONSULTANT shall maintain professional liability insurance for protection against claims to the extent arising out of the negligent acts, errors, or omissions which may arise from CONSULTANT'S operations under this Agreement, whether such operations be by CONSULTANT or by its employees, subconsultants, or subconsultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis. When coverage is provided on a "claims made basis," CONSULTANT will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement and will cover CONSULTANT for all claims made by CITY arising out of any negligent acts, errors or omissions of CONSULTANT, or its officers, employees or agents during the time this Agreement was in effect.
- B. Endorsements. Each general liability, automobile liability and professional liability insurance policy shall be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California, or which is approved in writing by CITY, and shall be endorsed as follows. CONSULTANT also agrees to require all CONSULTANTS, and subconsultants to do likewise.

1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to the commercial general liability and automobile liability arising out of work performed by or on behalf of the CONSULTANT, including materials, parts, or equipment furnished in connection with such work or operations."
 2. The commercial general liability and automobile liability policy shall be considered primary insurance as respects CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by CITY, including any self-insured retention CITY may have, shall be considered excess insurance only and shall not contribute with this policy.
 3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
 4. The insurer waives all rights of subrogation against CITY, its elected or appointed officers, officials, employees, or agents.
 5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its elected or appointed officers, officials, employees, agents, or volunteers.
 6. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits to not meet the requirements of this Agreement except after thirty (30) days' written notice has been received by CITY.
- C. CONSULTANT agrees to provide prompt notice to CITY of any claim or loss against CONSULTANT arising out of the work performed under this agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.
- D. Any deductibles or self-insured retentions must be declared to and approved by CITY. At CITY's option, CONSULTANT shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- E. CONSULTANT shall provide certificates of insurance with original endorsements to CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with CITY at all times during the term of this Agreement.
- F. Failure on the part of CONSULTANT to procure or maintain required insurance

shall constitute a material breach of contract under which CITY may terminate this Agreement pursuant to Section 11 above.

G. The commercial general and automobile liability policies required by this Agreement shall allow CITY, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the CONSULTANT (as the named insured) should CONSULTANT fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. CONSULTANT understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONSULTANT as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should CITY pay the SIR or deductible on CONSULTANT'S behalf upon CONSULTANT'S failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, CITY may include such amounts as damages in any action against CONSULTANT for breach of this Agreement in addition to any other damages incurred by CITY due to the breach.

19. **USE OF OTHER CONSULTANTS.** CONSULTANT must obtain CITY'S prior written approval to use any CONSULTANTs while performing any portion of this Agreement. Such approval must include approval of the proposed CONSULTANT and the terms of compensation.
20. **FINAL PAYMENT ACCEPTANCE CONSTITUTES RELEASE.** The acceptance by the CONSULTANT of the final payment made under this Agreement shall operate as and be a release of CITY from all claims and liabilities for compensation to the CONSULTANT for anything done, furnished or relating to the CONSULTANT'S work or services. Acceptance of payment shall be any negotiation of CITY'S check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by CITY shall not constitute, nor be deemed, a release of the responsibility and liability of CONSULTANT, its employees, sub-CONSULTANTs and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by CITY for any defect or error in the work prepared by CONSULTANT, its employees, sub-CONSULTANTs and agents.
21. **CORRECTIONS.** In addition to the above indemnification obligations, the CONSULTANT shall correct, at its expense, all errors in the work which may be disclosed during CITY'S review of CONSULTANT'S report or plans. Should the CONSULTANT fail to make such correction in a reasonably timely manner, such correction shall be made by CITY, and the cost thereof shall be charged to CONSULTANT. In addition to all other available remedies, CITY may deduct the cost of such correction from any retention amount held by CITY or may withhold payment

otherwise owed CONSULTANT under this Agreement up to the amount of the cost of correction.

22. NON-APPROPRIATION OF FUNDS. Payments to be made to CONSULTANT by CITY for services preformed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that CITY does not appropriate sufficient funds for payment of CONSULTANT’S services beyond the current fiscal year, the Agreement shall cover payment for CONSULTANT’S only to the conclusion of the last fiscal year in which CITY appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

23. NOTICES. All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

CITY	CONSULTANT
<u>City of Lomita</u> <u>24300 Narbonne Avenue</u> <u>Lomita, CA 90717</u>	<u>David Evans and Associates, Inc.</u> <u>2100 S River Parkway, Suite 100</u> <u>Portland, OR 97201</u>
<u>ATTN: City Manager</u>	<u>ATTN: RA Plummer,</u> <u>Senior Vice President</u>

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph. Courtesy copies of notices may be sent via electronic mail, provided that the original notice is deposited in the U.S. mail or personally delivered as specified in this Section.

24. SOLICITATION. CONSULTANT maintains and warrants that it has not employed nor retained any company or person, other than CONSULTANT’s bona fide employee, to solicit or secure this Agreement. Further, CONSULTANT warrants that it has not paid nor has it agreed to pay any company or person, other than CONSULTANT’s bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONSULTANT breach or violate this warranty, CITY may rescind this Agreement without liability.

25. THIRD PARTY BENEFICIARIES. This Agreement and every provision herein is generally for the exclusive benefit of CONSULTANT and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONSULTANT’s or CITY’s obligations under this Agreement.

26. **INTERPRETATION.** This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.
27. **ENTIRE AGREEMENT.** This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written.
28. **RULES OF CONSTRUCTION.** Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.
29. **AUTHORITY/MODIFICATION.** The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment with signatures of all parties to this Agreement. CITY's city administrator, or designee, may execute any such amendment on behalf of CITY.
30. **ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES.** The Parties agree that this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission, scanned and delivered via electronic mail, or delivered using digital signature technology approved by CITY. Such facsimile or electronic signatures will be treated in all respects as having the same effect as an original signature.
31. **FORCE MAJEURE.** Should performance of this Agreement be impossible due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.
32. **TIME IS OF ESSENCE.** Time is of the essence to comply with dates and schedules to be provided.
33. **ATTORNEY'S FEES.** The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.
34. **STATEMENT OF EXPERIENCE.** By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. CONSULTANT represents that its financial resources, surety and insurance

experience, service experience, completion ability, personnel, current workload, experience in dealing with private CONSULTANTS, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.

35. DISCLOSURE REQUIRED. (CITY and CONSULTANT initials required at one of the following paragraphs)

By their respective initials next to this paragraph, CITY and CONSULTANT hereby acknowledge that CONSULTANT is a “CONSULTANT” for the purposes of the California Political Reform Act because CONSULTANT’S duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18700.3(a)(2) or otherwise serves in a staff capacity for which disclosure would otherwise be required were CONSULTANT employed by CITY. CONSULTANT hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the CITY’S Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to CONSULTANT commencing services hereunder, the City’s Manager shall prepare and deliver to CONSULTANT a memorandum detailing the extent of CONSULTANT’S disclosure obligations in accordance with the CITY’S Conflict of Interest Code.

City Initials _____

CONSULTANT Initials _____

OR

By their initials next to this paragraph, CITY and CONSULTANT hereby acknowledge that CONSULTANT is not a “CONSULTANT” for the purpose of the California Political Reform Act because CONSULTANT’S duties and responsibilities are not within the scope of the definition of CONSULTANT in Fair Political Practice Commission Regulation 18700.3(a)(2) and is otherwise not serving in staff capacity in accordance with CITY’S Conflict of Interest Code.

City Initials _____

CONSULTANT Initials _____

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF LOMITA

CONSULTANT

Ryan Smoot, City Manager

By:

RA Plummer

ATTEST:

Kathleen Horn Gregory, City Clerk

Taxpayer ID No.

APPROVED AS TO FORM:

Trevor Rusin, City Attorney

Proposal to Provide Design Services for

Narbonne Avenue Water Main Replacement and Street Rehabilitation



PROPOSAL PREPARED FOR:

City of Lomita
City Clerk's Office
24300 Narbonne Avenue
Lomita, CA 90717

PREPARED BY:

David Evans and Associates, Inc.
17542 17th Street, Suite 150
Tustin, CA 92780
714.665.4500

December 14, 2022



Table of Contents

<u>Section</u>	<u>Description</u>	<u>Page</u>
Section 1.	Cover Letter	1
Section 2.	Qualifications and Experience	2
	References	4
	Project Team	8
	Previous Experience working with Subconsultants.....	8
Section 3.	Scope of Work and Project Approach	9
	Project Understanding	9
	Scope of Work.....	11
	Quality Assurance / Quality Control.....	16
	Document Control.....	16
	Project Schedule.....	17
Appendix	LaBelle Marvin's Scope of Work	



SECTION 1: COVER LETTER



December 14, 2022

City of Lomita

City Clerk's Office
Bureau of Street Services
24300 Narbonne Avenue
Lomita, CA 90717

Re: Proposal to Provide Design Services for Narbonne Avenue Water Main Replacement and Street Rehabilitation

Dear Selection Committee:

David Evans and Associates, Inc. (DEA) is pleased to submit our proposal to the City of Lomita (City) to provide professional consulting services for the design and preparation of construction documents for improvements to Narbonne Avenue consisting of pavement rehabilitation and waterline replacement. DEA understands the City is seeking a qualified team to perform, coordinate, and manage the completion of all scope tasks and deliver a project on time and within budget – **DEA is that team!**

DEA understands the importance of this project for the City and the community. Our project approach reflects our recent project experience with the City, our knowledge of pavement and waterline design, and our knowledge of both City and Caltrans procedures and standards. We are very familiar with City processes and have developed a collaborative working relationship with City staff. Additionally, our project manager has worked on projects within Caltrans District 7 jurisdiction and requiring Caltrans processes since the early 1980s. Our team has prepared a responsive proposal that delivers the following benefits:

- **A Consistent Partner** – Having worked previously with both the City and Caltrans District 7, DEA provides intimate procedural knowledge to deliver a comprehensive approach to project completion.
- **A Proven Project Manager** – We have assigned a project manager with over 40 years of extensive experience in planning and designing street improvement projects in southern California. She also formerly worked in Caltrans District 7 and has worked on projects with Caltrans involvement since that time. From this extensive experience, our project manager brings to this project the qualifications, lessons learned, and history of successful roadway improvement projects. Our project manager and primary contact for this proposal is:

Marie Marston, PE, QSD/QSP

17342 E. 17th Street, Suite 150, Tustin, CA 92780
Phone: 714.665.4561, Email: marie.marston@deainc.com.

- **A Highly Qualified Technical Team** – our project manager is supported by our principal-in-charge, Sean Haeri, a former City of Los Angeles Department of Transportation Division Manager, who brings institutional and technical knowledge to the project. Additionally, our assigned engineers, Suzanne Moubayed and Francois Zugmeyer have previously worked on similar City projects.
- **A Highly Experienced Sub-Consultant for the Pavement Investigation and Analysis** - DEA is teaming with LaBelle Marvin who specializes in this expertise and with whom we have previously worked on similar City projects.
- **Recent and Relevant Project Experience** – DEA through the acquisition of Civil Works Engineers has experience working on pavement rehabilitation projects with the City as well as other southern California cities. Also, we have a water group that is experienced with many types of water system projects, including waterline replacements and they will develop plans for the replacement. Finally, we bring an incredible amount of experience working with Caltrans to the project.
- **Project Work Plan** – Our proposed work plan and schedule are based on our experience working on this type of project with municipalities including the City of Lomita. Additionally, we have spent the time to review the project site and we identified specific project elements needing to be considered and addressed up front in the project schedule for inclusion in the construction documents.

We appreciate this opportunity to be of service to the City. If you have any questions, please call me at directly at 714.665.4561.

Sincerely,

DAVID EVANS AND ASSOCIATES, INC

A handwritten signature in black ink that reads 'Marie Marston' in a cursive script.

Marie Marston, PE
Program Manager

SECTION 2: QUALIFICATIONS AND EXPERIENCE

Over the course of more than 46 years, David Evans and Associates, Inc. (DEA) has completed a wide range of projects. We have always endeavored to find the best solutions for our clients, bringing forward innovation and creativity that not only meet our clients' schedules and budgets, but gives back to the greater community in which our clients operate. In all that we do, we are guided by our core purpose. As a firm, we strive to improve the quality of life while demonstrating stewardship of the built and natural environments. The following projects provide a sample of our work.

Agency	Agency Contact	Project Name	Work Completed	Start/End Date	Completed on Budget
City of Lomita	Mondher Saied (310) 325-7110 x110 m.saied@lomitacity.com 24300 Narbonne Avenue Lomita, CA 90717	Street Reconstruction Project Zone G	Pavement rehabilitation design	2022/Ongoing	N/A
City of Lomita	Mondher Saied (310) 325-7110 x110 m.saied@lomitacity.com 24300 Narbonne Avenue Lomita, CA 90717	Street Reconstruction Project Zones C & F	Pavement rehabilitation design	2020/2022	Yes
City of Costa Mesa	Seung Yang (714) 754-5633 Seung.yang@costamesaca.gov 77 Fair Drive Costa Mesa, CA 92626	Newport Boulevard Pavement Rehabilitation	Pavement rehabilitation design, Caltrans permit	2021/Ongoing	N/A
City of Temecula	Amer Attar, PE (951) 694-6411 amer-attar@cityoftemecula.org 43200 Business Park Temecula, CA 92589	Diaz Road Expansion	Road widening, median modifications, sidewalk, drainage, and traffic improvements	2020/Ongoing	N/A
City of Los Angeles	Gerardo Hernandez (213) 485-4970 gerardo.hernandez@lacity.org 1149 S. Broadway St., Ste. 750 Los Angeles, CA 90015	Soto Street Widening	Mobility improvements, street widening, significant agency coordination	2017/2021	Yes
City of Los Angeles	Armando Medina (213) 847-1210 armando.medina@lacity.org 1149 S. Broadway St., Ste. 750 Los Angeles, CA 90015	Various Street Improvements	Upgrade of existing curb ramps, curb and gutter, improvements to bikeway facilities, enhanced pedestrian crosswalks	2020/2022	Yes
City of Laguna Niguel	Jacki Scott (949) 362-4377 jscott@cityoflagunaniguel.org 30111 Crown Valley Parkway Laguna Niguel, CA 92677	Alicia Parkway and Marina Hills Drive Resurfacing	Pavement rehabilitation design, Sidewalk Reconstruction, ADA Compliance, Traffic Signal Modifications, Specs, Cost Estimate	2021/Ongoing	N/A
City of Tustin	Joann Wu (714) 573-3157 jwu@tustinca.org 300 Centennial Way Tustin, CA 92780	2021-2022 Maintenance for Roadway and Sidewalk - Zone 3 (64 Streets)	Pavement rehabilitation design, Sidewalk Reconstruction, ADA Compliance, Specs, Cost Estimate	2021/2022	Yes
City of Newport Beach	Andy Tran (949) 644-3315 atran@city.newport-beach.ca.us 100 Civic Center Drive, Newport Beach, CA 92660	MacArthur Boulevard and University Drive Pavement Rehabilitation	Pavement rehabilitation design, Caltrans permit	2018/2020	Yes

Agency	Agency Contact	Project Name	Work Completed	Start/End Date	Completed on Budget
City of Temecula	Amer Attar, PE (951) 694-6411 amer-attar@cityoftemecula.org 43200 Business Park Temecula, CA 92589	Old Town Front Street Storm Drain	Pavement rehabilitation design, water and sewer lines	2017/2019	Yes
City of Victorville	Shah Nawaz (760) 243-6353 14343 Civic Drive Victorville, CA 92392	SCLA Reservoir, Pump Station, and Pipeline Project	Water pipeline design	2021/Ongoing	N/A
Western Municipal Water District	Karl Francis (951) 571-7287 14205 Meridian Pkwy., Riverside, CA 92518	Well No. 7 Pump Station and Pipeline Project	Water pipeline design	2021/Ongoing	N/A
City of La Habra	Albert Mendoza, PE (562) 383-4153 110 E La Habra Blvd. La Habra, CA 90631	Hacienda Pump Station Project	Design of waterline and connection. Preliminary analyses, final design, and construction support services for the new pumping facility	2022/Ongoing	N/A
City of San Diego	Debbie Van Martin (619) 533-7413 202 C Street San Diego, CA 92101	Otay 1st-University Heights Water Line Replacement	Waterline replacement, community outreach	2018/2020	Yes
Tualatin Valley Water District	Nicholas Augustus (971) 327-6292 1850 SW 170th Ave., Beaverton, OR 97006	SW 198th Waterline Relocation	Complex analysis and connection designs of two waterlines.	2018/2020	Yes
City of Lakewood	Ian Black (253) 588-4423 PO Box 99729 Lakewood, WA 98499	Arrowhead Estates Water Main Replacement, Phases 1, 2, and 3	Replacement of asbestos cement water main with 12- and 8-inch diameter PVC pipe	2018/2020	Yes



References

The following projects are examples of our relevant experience with water main replacement and street rehabilitation projects. We encourage you to contact the following references for their insight on the professional services of the DEA team.

STREET REHABILITATION PROJECT EXPERIENCE

Street Reconstruction Project Zone G, for the City of Lomita, California

DEA is currently providing design services on a street reconstruction project in the City of Lomita. The project consists of removal and replacement of existing AC pavement, removal of unsuitable base material, new base preparation, milling for specified area and asphalt concrete overlay of twenty street segments within the City, a total of 2.35 miles of reconstruction. It also includes construction of thirty-six curb ramps in compliance to ADA Standards and Codes.

Reference: City of Lomita, 24300 Narbonne Avenue, Lomita, CA 90717 | Mondher Saied | (310) 325-7110 x110

Street Reconstruction Project Zones C & F, for the City of Lomita, California

DEA (through the acquisition of Civil Works Engineers, Inc.) provided pavement rehabilitation and reconstruction design services for 20 streets (2.2 miles) within the City of Lomita (City). The 20 streets, located primarily in Zones C and F, are residential and commercial areas of the City. The project also included 77 curb ramp reconstructions. DEA studied aesthetic upgrade alternatives at Lomita Boulevard/Narbonne Avenue intersection including landscape planting options, street furniture, decorative streetlights, bike racks, and hardscape. We also reviewed two locations with existing flooding issues reviewing past hydrology work and existing storm drain design, one at Lomita Boulevard/Narbonne Avenue and Moon Avenue/247th Street intersections. Other project services included field review, surveying, geotechnical investigations, pavement analysis, geotechnical report, utility adjustments, striping, presentation at City council meeting, final PS&E, bidding document preparation, and construction support.

Reference: City of Lomita, 24300 Narbonne Avenue, Lomita, CA 90717 | Mondher Saied | (310) 325-7110 x110

Citywide Pavement Rehabilitation Program, for the City of Temecula, California

This pavement rehabilitation project involved five separate projects for the City of Temecula as part of their annual Pavement Management Program. DEA prepared separate street improvement plans, technical specifications, and construction cost estimates for each project. In total, the five projects spanned approximately five-miles and displayed varying levels of pavement deterioration. Each project required unique considerations due to the various types of roadway classifications, locations, existing utilities, neighboring land uses, traffic levels, roadway users, and a multitude of other design considerations. Specific project components included conducting a comprehensive field survey; utility research and coordination; site reconnaissance; geotechnical evaluation; preparation of street improvement, signing and striping, erosion control, and traffic control plans; preparation of a Water Quality Management Plan (WQMP); technical specifications; and construction cost estimates.

Reference: City of Temecula, 43200 Business Park, Temecula, CA 92589 | Amer Attar, PE | (951) 694-6411

MacArthur Boulevard and University Drive Pavement Rehabilitation, for the City of Newport Beach, California



The City of Newport Beach (City) desired to improve the wearing surface of MacArthur Boulevard and University Drive and identified the project through their Pavement Management Program indications. The rehabilitation extended on MacArthur Boulevard from Ford Road / Bonita Canyon Drive to the SR-73 (4,050') and on University Drive from Jamboree Road to the east side of the SR-73 northbound ramps (2,450'). MacArthur Boulevard is a heavily traveled eight-lane street in this section and University Drive is a four-lane street leading to the University of California, Irvine. The City also desired to reconstruct deteriorated concrete flatwork, upgrade pedestrian facilities to ADA and restripe using the new 6" stripes with a slightly changed cross section.

After preparation of the Pavement Investigation Reports, the agreed upon pavement rehabilitation strategy on MacArthur Boulevard was 2" asphalt rubber hot mix (ARHM) over 4" base for a 10-15 year service life for the section from Bison to SR-73 and 2" ARHM over 1.5" base from Ford Road to Bison. On University Drive, the original approach was to include a test pilot program using fiber for a portion of the length, however, that was revised to traditional overlay due to cost. Most of the section will be 2" ARHM over 1.5" base providing a 20-year design life. Portions of this section were completely reconstructed as well.

DEA (through the acquisition of Civil Works Engineers, Inc.) prepared typical cross sections, 50' cross sections, plan and profile and striping. We also prepared traffic handling and staging plans. Signs were also inventoried, and plans were prepared for new signs with greater retroreflectivity. **DEA coordinated with Caltrans for an encroachment permit for the stage construction within the SR-73.**

Reference: City of Newport Beach, 100 Civic Center Drive, Newport Beach, CA 92660 | Andy Tran | (949) 644-3315

Jefferson Boulevard Complete Streets Project - Vermont to Western Avenue, for the City of Los Angeles, California



DEA provided civil engineering design services to the City of Los Angeles on the Jefferson Boulevard Complete Streets project. The project design included an evaluation of the existing roadway improvements to determine the necessary replacement and modifications that will provide the improved access and mobility. The street evaluation included preparation of technical reports, exhibits, and budgetary costs to implement the City’s Complete Street programs for Jefferson Boulevard. The final design included civil engineering plans and profile drawings, landscape architecture plans, traffic signal and striping plans, construction specifications, bid documents, and engineer’s cost and quantity estimates. DEA designed the final PS&E bid package in accordance with the City’s standard design documents and manuals.

Reference: City of Los Angeles, 1149 S. Broadway, Suite 700, Los Angeles, CA 90015 | Fadi Abboud | (213) 485-2057

Century Boulevard – Jordan Downs Redevelopment Project, Los Angeles, California



DEA provided civil engineering services for the design of Century Boulevard from Grape Street to Alameda Street (approximately 2,600 feet) as part of the Jordan Downs Redevelopment Project. Century Boulevard was undeveloped in this area, and DEA prepared new street improvement plans and profile drawings, sewer plans, water plans, streetlight plans, and traffic signal plans for the intersections of Century Boulevard and Alameda Street. In addition, DEA prepared signing and striping plans, storm drain improvement plans, and planting and irrigation plans; coordinated for dry utility plans; prepared plans for conduits for future utilities; and incorporated “green” elements and structures.

The project was critical to the redevelopment of the Jordan Downs Community and required close coordination with multiple agencies. These agencies included LABOE, the Housing Authority of the City of Los Angeles, CD 15, the Mayor’s Office, the Emergency Management Department, the General Education Development Department, the SED, Social Security Disability Department, Bureau of Street Lighting, Bureau of Street Services (BSS), LADOT, Los Angeles Bureau of Sanitation, and the Los Angeles Department of Water and Power (LADWP). In addition, DEA coordinated community outreach efforts that were critical to communicating the proposed design with the local community and keeping them informed of the project status. **This project won an ENR California’s Best Projects 2019 Award of Merit.**

Reference: City of Los Angeles, 1149 S. Broadway St #750, Los Angeles, CA 90015 | Gerardo Hernandez | (213) 485-4970

Soto Street Widening from Multnomah Street to Mission Road, Los Angeles, California



DEA was selected by the City of Los Angeles Bureau of Engineering to provide alternative analysis through final design for the Soto Street Widening from Multnomah Street to Mission Road. The objective is to widen Soto Street from two lanes to four lanes to relieve traffic congestion, especially in the southbound direction, and improve safety by implementing the retaining wall to help keep hillside debris off the roadway. The project will also include retaining wall design east of the roadway to facilitate the widening. The project will include a wider sidewalk and bicycle lanes and will greatly improve vehicular and bicycle mobility in the corridor. The retaining wall will be built on the east side of Soto Street and is approximately 1,500 feet in length with a varying height ranging from 8 to 34 feet. The retaining wall system proposed in the 65% plans is a soldier pile system consisting of a cast-in-drilled-hole (CIDH) concrete piling below ground and a HP steel pile above ground, precast concrete panels and shotcrete facing. Tieback anchors are utilized to reduce the demands of the soldier piles for retained heights over 18 feet.

Reference: City of Los Angeles, 1149 S. Broadway St #750, Los Angeles, CA 90015 | Gerardo Hernandez | (213) 485-4970

Diaz Road Expansion, for the City of Temecula, California

Under a contract with the City of Temecula, DEA engineers and surveyors were tasked to prepare plans, specifications, cost estimates (PS&E), and related planning, environmental and right-of-way documents to improve Diaz Road from Rancho California Road to Cherry Street. In addition to extending Diaz Road, the project will also include improvements to

existing segments of the road, including widening and modification to medians, sidewalks, drainage, and traffic signals. To aid in the design, DEA conducted a thorough survey investigation to capture an accurate and complete portrayal of the existing conditions of the project. Record data from information obtained was used to establish horizontal and the City bench information was used to vertical control. Research was conducted at the City of Temecula and Riverside County for existing centerline and right of way files including intersection ties sheets and available cadastral records. GPS was utilized to establish control components at the intersections involved and throughout the project. DEA field crews supplemented the aerial topographic map by performing surveys in the field to accurately locate surface features such as edge of payment, berms, curbs, fences, walls, trees, driveways, ramps, and other features within the project area. Drainage channels entering Murrieta Creek were also surveys upstream and downstream.

Reference: City of Temecula, 43200 Business Park, Temecula, CA 92589 | Amer Attar, PE | (951) 694-6411

Old Town Front Street Storm Drain, for the City of Temecula, California



DEA contracted with the City of Temecula to resolve an undesirable drainage condition along Old Town Front Street. The project replaced a concrete cross-gutter in Old Town Front Street with multiple inlets and a below ground storm drain system, and bundled the work with a simultaneous pavement rehabilitation project in the same vicinity as the storm drain system. DEA prepared comprehensive bid documents for both projects which included plans, specifications, and cost estimates which the City used for bidding the project. While spanning less than 300-feet, the below ground storm drain system crossed numerous existing utilities including an 8-inch Eastern Municipal Water District (EMWD) sewer, 6-inch and 10-inch EMWD forcemains, a 20-inch Rancho Cordova Water District water line, a 30-inch Metropolitan Water District (MWD) blow-off discharge line, telecommunications, and gas lines. In addition, the system ran within an MWD easement, and between MWD San Diego Pipeline 4 (97-inch) and 5 (99-inch). To avoid relocation of, or conflicts with, any existing utilities, a dual/parallel pipe system was specified allowing for smaller diameter pipes to be used. Due to the proximity to the MWD San Diego Pipeline 4 and 5, fusion welded High-Density Polyethylene (HDPE) pipe was specified in order to achieve a watertight joint.

Reference: City of Temecula, 43200 Business Park, Temecula, CA 92589 | Amer Attar, PE | (951) 694-6411

WATERLINE PROJECT EXPERIENCE

SCLA Reservoir, Pump Station, and Pipeline Project, for the City of Victorville, California

DEA is preparing final engineering design package for the project which includes a new 1 million gallon recycled water concrete reservoir, a pumping station, and their associated pipeline system. The proposed project is located at the Southern California Logistics Airport (SCLA) in the City of Victorville, and includes design and construction of approximately 1300-ft of new 8-in PVC C900 DR 14 pipeline and its connections.

Reference: City of Victorville, 14343 Civic Drive, Victorville, CA 92392 | Shah Nawaz | (760) 243-6353

Well No. 7 Pump Station and Pipeline Project, for Western Municipal Water District, Riverside County, California



DEA is providing survey and final engineering design services for WMWD's new Well No 7 and its connection. Project includes the design and installation of approximately 2500-ft of new 12-in PVC C900 DR 14 in a residential neighborhood in the City of Riverside. Extensive coordination with residents, as well as Magnolia Presbyterian Church was required during the preliminary design of the project.

Reference: Western Municipal Water District | 14205 Meridian Pkwy, Riverside, CA 92518 | Karl Francis, Deputy Director of Engineering | 951.571.7287

Hacienda Pump Station Project, for the City of La Habra, California

DEA is providing survey and final engineering design services for City of La Habra's new Hacienda Pump Station and associated pipeline. Project includes preliminary analyses, final design, and construction support services for the new pumping facility which will replace two existing pump stations that currently serve the Foothill Zone of the City's water system. As part of this project, DEA is designing approximately 3000-ft of new 12-in PVC C900 DR 14 waterline and connection to an existing 30-in CML&C pipe.

Reference: City of La Habra | 110 E La Habra Blvd, La Habra, CA 90631 | Albert Mendoza, PE, City Engineer | 562.383.4153

Otay 1st-University Heights Water Line Replacement, for the City of San Diego, California



The City of San Diego awarded the design and construction of the Otay 1st University Heights project to the design-build team of DEA and El Cajon Grading & Engineering under the Multiple Award Construction Contracts program. The project involved the replacement in place of approximately 5,000 linear feet of 30-inch cast iron cement lined pipe with 16-inch polyvinyl chloride potable water piping on Polk Avenue and the alley, west of 42nd Street to the intersection of Polk Avenue and 33rd Street. A component of the project included jacking the new pipe through an existing 30-inch transmission main across Edison Elementary School which required phasing the work overnight and after hours. Public involvement was also critically important to project success and DEA worked closely with the project team for community presentation meetings and preparation of the community relations plan.

Reference: City of San Diego, 202 C St. San Diego, CA 92101 | Debbie Van Martin | (619) 533-7413

SW 198th Waterline Relocation, for Tualatin Valley Water District, Washington County, Oregon



DEA designed the relocation of more than 1,000 linear feet of 16-inch and 8-inch waterlines on SW 198th Avenue. The project included complex analysis and connection designs of the two waterlines on two new bridge

structures crossing Butternut Creek and Celebrity Creek. Other project elements included cathodic protection design, thrust block analysis, and design and incorporation of various water fittings and assemblies (blow off assemblies, combination air release/air vacuum valve assemblies, hydrant assemblies, gate valves, and butterfly valves). Deliverables included design and construction plans, specifications, and cost estimate at 30%, 99%, and 100% design stages. The project was an emergency, fast-track project that was completed less than six weeks from notice to proceed.

Reference: Tualatin Valley Water District, 1850 SW 170th Ave., Beaverton, OR 97006 | Nicholas Augustus | (971) 327-6292

Arrowhead Estates Water Main Replacement, Phases 1, 2, and 3, for the City of Lakewood, Washington

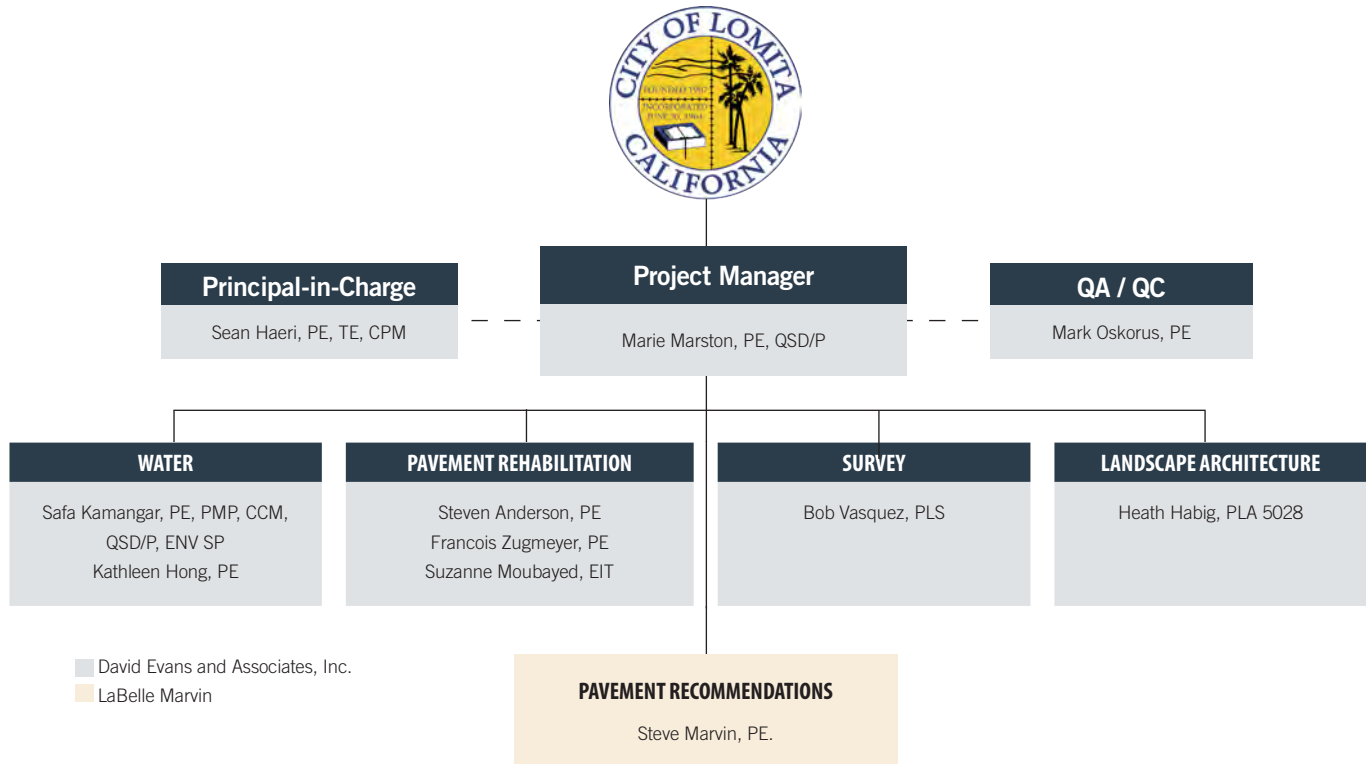


DEA prepared plans, project specifications, and construction cost estimates for all three phases of the Arrowhead Estate Main Replacement. The project consisted of the replacement of asbestos cement water main with 12- and 8-inch diameter PVC pipe in an area known for corrosive soils. Phase 1 was completed in 2017 and consisted of the replacement of 8,310 feet of main. Phase 2 was completed in 2019 and replaced 6,470 feet of main. Phase 3 was completed in 2020 and replaced 6,100 feet of main. Due to property owners using the right-of-way between the property line and the street as their own with landscaping including decorative retaining walls and fences, the water main replacement had to be installed in the street.

Reference: Lakewood Water District, PO Box 99729, Lakewood, WA 98499 | Ian Black | (253) 588-4423

Project Team

As illustrated in the organization chart below, the **David Evans and Associates, Inc.** (DEA) team has expertise and depth to deliver this project. Each teaming partner has a strategic role and provides value to the City of Lomita (City). Marie Marston, PE, will serve as DEA's project manager coordinating the engineering efforts. She has over 40 years of experience with public works projects including street and site planning, design, and construction. Additionally, our team has numerous talented professionals from which to draw, and we have structured our team to have resources available to address urgent needs as they arise.



Since its founding in 1976 in Portland, Oregon, DEA has become a recognized leader for progressive and sustainable design and management solutions for complex transportation, traffic, transit, structures, and roadway improvement projects nationwide. DEA's multi-disciplinary teams partner with clients to tailor solutions to meet the unique needs of each project. We have 30 offices in 11 states and employ approximately 900 people firm wide. DEA staff includes professional engineers, surveyors, planners, landscape architects, and natural resources scientists. We are an employee-owned corporation and consistently rank among ENR's Top 100 Pure Design firms in the U.S. DEA staff are committed to improving the quality of life, while demonstrating stewardship of the built and natural environments.

We are familiar with the City's design standards having provided similar services to the City on our current Street Reconstruction project for Zone G. Additionally, we worked on the 2020-2021 Street Reconstruction Project - Zones C & F (20 Streets) providing pavement rehabilitation design, ADA compliance, specifications, and cost estimates.

The work for this contract will be managed and performed in the Tustin office, with support provided from our Ontario office. Our local Tustin office is located at 17542 17th Street, Suite 150, Tustin, CA 92780.



LaBelle Marvin, Inc. (LMI) is a distinguished full-service pavement engineering firm situated in southern California, with over 46 years of experience in all pavement related projects serving local, state, and national clients. LMI offers the latest in pavement engineering services with their innovative techniques utilized to test, analyze and design all pavement related projects with their investigative services both in the field and in the laboratory by the utilization of their Falling Weight Deflectometer (FWD), Ground Penetrating Radar (GPR), materials laboratory and their certified technical and engineering staff. LMI is currently assisting the DEA team on the Street Reconstruction project for Zone G for the City of Lomita.

Resumes

The experience and qualifications of key personnel assigned to this project are detailed in the following resumes.

SECTION 3: SCOPE OF WORK AND PROJECT APPROACH

Project Understanding



The City of Lomita intends to construct improvements on Narbonne Avenue from Pacific Coast Highway (PCH) to the southern city limit with Rolling Hills Estates consisting of replacement of the year 1928 6"/8" waterline with an 8-inch PVC waterline and improvement of the asphalt concrete (AC) pavement structural section through grinding and overlay of 2.5" of asphalt rubber hot-mix overlay of this same roadway section. The length of this segment is approximately 1,610 feet. The street curb to curb width is approximately 60 feet with the overall right of way width from back of walk to back of walk at approximately 76 feet.

Narbonne Avenue is a four-lane arterial with parking on both sides of the street. Land use along this segment is predominantly residential with the County Sheriff's headquarters at the southern end and commercial uses at the intersection with PCH. Numerous utilities exist along the street including underground electrical (Southern California Edison), telephone (AT&T), cable (Time Warner), water (City), and sewer (City). Additionally, there are streetlights on both sides of the street. The street parkway has occasional trees throughout the length. This segment is posted as a bike route however, no bike lanes are striped. Two curb opening drainage inlets exist, one on each side of the street opposite from each other about mid-way through this segment.

The existing pavement is in poor shape with significant alligating, utility line cuts and patching, ruts, and cracking. Based on our field review, replacement of many areas of the street, rather than limiting to 2.5" grind and overlay may be determined to be needed.

AC reconstruction will extend from curb-to-curb. Alternative treatments such as conventional hot mix asphalt (HMA), asphalt rubberized hot mix (ARHM), cold in place recycling, base reconstruction, etc. could be analyzed following the field review and testing. Pavement repair strategies and methods will be evaluated to recommend an appropriate and cost-effective alternative for each street segment. The pavement investigation and report will be prepared to address the street segment and determine appropriate potential reconstruction alternatives. From this information, we will prepare a memo summarizing the alternatives and associated costs for the City to evaluate repair options. Following the City's review and approval of the preferred reconstruction approach, we will prepare design PS&E.

The street improvements will also address the following:

- Adjustments to grade of manholes and utility valve covers
- Replacement of traffic signal loop detectors at the intersection with Pacific Coast Highway
- Replacement of striping, pavement markings and pavement markers
- Improvement of some driveways to provide ADA accessibility along the sidewalk; note that there are over 30 driveways that are not compliant and it is our understanding not all of these would be upgraded as part of the project
- Two curb ramp improvements at the intersection with PCH to comply with ADA
- Concrete curb, gutter, and sidewalk replacement due to existing damage

As the street curb and gutter is not expected to be altered, it is not anticipated that street profiles would need to be modified.

The City has also identified within the RFP that they may want to consider traffic calming measures and tree planting in areas where there are empty tree wells or open parkway space. The speed limit within this segment of Narbonne Avenue is 35 mph. Because the southern end of the street is at a higher elevation than PCH, the natural gradient of the street contributes to vehicles exceeding the 35-mph limit.

The existing 6"/8" water line is part of the City's Zone II System and is located on the west side of the Narbonne Avenue, approximately 8.5' from the existing westerly curb face. It begins as a 6" CI pipe from its connection point to approximately 1,100-ft south and turns into an 8" CI pipe from that point on. The City's 2012 Atlas Map shows the existing 6" pipe to be connected to an existing 8" CI pipe on PCH; however, we understand that this pipe has recently been replaced with a 10" DIP. We have assumed that the proposed 8" PVC pipe will be connected to the existing 10" DIP on PCH. There is an existing 8" sewer pipe on Narbonne Avenue that is located immediately to the east of the existing water line, within approximately 1.5-ft. CA Division of Drinking Water (DDW) Title 22 requires new pipes carrying potable water to be installed a minimum of 10' horizontally from any existing sewer facilities. Based on our preliminary review, the new pipe can be installed along the center line of Narbonne Avenue, in compliance with this requirement. If during the final design it is determined that there is not enough space for the new pipe installation in accordance with the DDW requirements, the DEA team will prepare the required waiver application and will assist the City with submittal to DDW.

DEA landscape architects in collaboration with City staff and our team of engineers will determine where existing trees will be affected and where additional trees might make for a more visually consistent and attractive corridor. A site assessment will be conducted to review existing conditions and to conceptualize a layout of additional trees. At this time, and until we would determine how many trees will be placed, we have excluded the preparation of irrigation plans but can provide a scope and fee once we determine the limits of work. We also do not anticipate the addition of decorative tree grates or biofiltration (or similar) efforts at this time. Tree planting details and a tree planting specification will also be provided. Please note that we have not included an arborist on our team at this time.

Key Project Concerns to Address

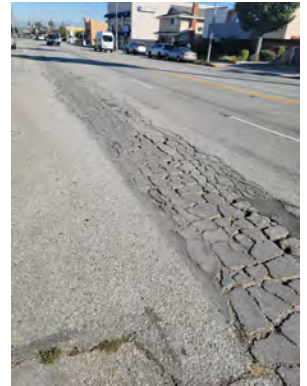
Pavement Determination Approach



Challenge: Due to visual signs of extensive pavement distress, the existing condition may require full depth reclamation due to extent and severity of damage. See photos. The City will be interested in an efficient and economical solution for the future design life.

Solution: Based on sampling from our field investigation, we will evaluate conventional pavement sections with varying combinations of thicknesses of AC over aggregate base as well as full depth asphalt. Based on the extent of existing roadway damage, other remediation strategies may become more viable and cost effective and therefore, we will consider full-depth reclamation (FDR) and cold central plant recycling (CCPR) which would be a beneficial

environmental approach to make use of existing material. Following the identification of possible structural sections, we will perform value engineering and confer with the City for the appropriate design to meet the Traffic Index requirements.



Caltrans Encroachment Permit

Challenge: PCH is under the jurisdiction of Caltrans and to make the waterline connection from the new main to tie into the existing main, work within Caltrans right of way will be required. As such an encroachment permit from Caltrans will need to be secured.

Solution: As part of the scope, we will need to prepare the encroachment permit application to Caltrans. This will necessitate the preparation of traffic control plans for the waterline construction work within their right of way. They will also require a cost estimate for the work within their right of way, Water Pollution Control Program, and Water Pollution Control Plans as we assume there would be less than one acre of disturbed soil area within Caltrans right of way. The WPCP will need to be prepared using the Caltrans Access template. These documents would be submitted to Caltrans along with the encroachment permit application. We will work closely with the City on the encroachment permit application and documents. We will set up a pre-permit application meeting with Caltrans. Caltrans may request other documents be provided such as the pavement report, Narbonne Avenue plans, etc. which we can provide upon their request.

Traffic Calming

Challenge: The City's RFP expressed interest in the consultant investigating traffic calming opportunities.

Solution: Because the street has a wide cross section and a significant profile grade particularly at the southern end of the segment, vehicles likely exceed the 35-mph limit. Incoming from Rolling Hills Estates, Palos Verdes Drive E (Narbonne Avenue) is a two-lane road with horizontal curves. On the north side of PCH, Narbonne Avenue is a three-lane cross section with one lane in each direction and a center turning lane along with Class II bike lanes and parking. This three-lane section has the same curb to curb width as the project segment. Being that the through volume traffic is one lane in each direction on both ends of the project segment, from a traffic volume perspective, the project segment could likely also be reduced to one lane in each direction with a center turning lane, bike lanes, and on-street parking while still maintaining acceptable traffic operations. As the street cross section would be perceived by a driver as being narrowed, it should result in traffic calming. We will proceed with this approach.

Scope of Work

Based on the RFP and field review of the project site, the following scope of services is presented for the PS&E.

- Task 1 Pre-Design Meeting
- Task 2 Analysis and Preliminary Design
- Task 3 Pavement Investigation and Analysis
- Task 4 Field Survey
- Task 5 Engineering Design
 - Task 5.1 Preliminary Submittal 60% PS&E
 - Task 5.2 Pre-Final Submittal 90% PS&E
 - Task 5.3 Final Submittal 100% PS&E
 - Task 5.4 Caltrans Encroachment Permit
 - Task 5.5 City of Rolling Hills Estates Permit
- Task 6 Bidding and Construction Support
- Task 7 As Built Preparation



Task 1 – Pre-Design Meeting

We will attend the project pre-design meeting as the project kickoff. This meeting will review overall coordination and progress of the project, establishment of project direction, scope, budget details, and schedule. We may also discuss specific issues and exchange information. An agenda will be prepared in advance and meeting minutes will be prepared following the meeting.

Task 2 – Analysis and Preliminary Design

We will perform a field review of the site. We anticipate City staff may want to join us on this site walk. The purpose of the site walk is to look at specific locations of pavement and concrete disrepair to determine direction for the project, by examining the existing pavement, visible utilities, driveways, and trees.

During this task, we will perform a utility investigation. We anticipate sending out the notices using the Dig Alert listing of potential utility owners. As discussed above, we have identified, electrical, gas, cable, telephone, water, and sewer currently exist, although there may be others. We will send letters to the electrical and gas companies on City letterhead to avoid the fees those owners require to non-agency requestors. When the utility information is obtained, we will review the provided facility maps and verify the alignment (and depths, if provided) of the overhead and underground utilities within the project limits. We will prepare a map of the utility facilities in a layer for the base map. After obtaining the project base map, we will prepare a probable utility relocation cost for each utility conflict. The utility investigation will also include the area on PCH where the waterline tie-in will be. Based on what is found in PCH, we will determine at that time if potholing is needed. We have provided an optional task to perform potholing.

Following the project kickoff, we will update the project schedule as presented in this proposal. We will include all the tasks, begin and end dates, task durations and dependencies. The schedule will include City review periods, the Caltrans encroachment permit process, and the City of Rolling Hills Estates permitting.

We will work with the City on determining what adjacent businesses and property owners we should coordinate with regarding the proposed improvements.

Task 3 – Pavement Investigation and Analysis

The development of comprehensive rehabilitation or resurfacing recommendations will require a thorough investigation of the existing structural capacity of the existing pavement utilizing a combination of in-place pavement strength testing, by Falling Weight Deflectometer (CTM 356), combined with as-built verification testing by coring method and laboratory testing.

All testing services shall be performed by LaBelle Marvin, Inc.'s Caltrans certified staff and AASHTO accredited materials Laboratory. LMI will utilize professional traffic control working in strict coordination with City staff and the Caltrans Encroachment Permit process to limit the time of testing and potential disruption to the residents and travelling public. No use of outside materials laboratories or subconsultants shall be utilized during this pavement investigation

Street Name	Limits	# Total Cores	FWD Tests
Narbonne Avenue	PCH (HWY 1) to South City Limits	8 Cores	~60+ Tests

Task 3.1 In-Place Deflection Testing and Analysis

Non-Destructive Pavement Deflection (CTM 356) data shall be gathered from the right wheel tracks of the existing travel lanes using LaBelle Marvin Inc.'s JILS Falling Weight Deflectometer (FWD) equipment, imposing a series of 9,000-pound loads per CTM 356. LaBelle Marvin will provide FWD testing equipment, operator, and recording.

- a. Data obtained will include ten (10) sensor readings recorded within the deflection basin at each test point. Pavement deflection sensors are generally spaced 6" to 12" on center, defining the specific pavement deflection basin under loading. During deflection testing operations, notes of visual pavement conditions and/or distress, cross streets, presence or absence of curb and gutter, and other such observations shall be logged. Correlating data will include pavement temperature and GPS documentation at each test location.
 - JILS Falling Weight Deflectometer Equipment and Operator
 - Right Wheel Tracks of the existing travel lanes.
 - Maximum 100' test intervals. Testing hours and traffic control shall comply with the City's No fee encroachment permit.
 - Professional Traffic Control shall be provided per WATCH/MUTCD standards.
- b. Data Analysis shall provide a typed tabulation of all deflection measurements and field notes locating cross streets, pertinent landmarks, field conditions, etc., shall be included within the final report. The tabulation shall include the reading of all sensors, as well as an equivalent Traveling Deflectometer deflection at the loading point.

Task 3.2 Pavement Coring and Soil Boring

A total of eight pavement core locations shall sample the existing asphalt concrete layers, ARHM layers, fabric layer(s), if present, Portland Cement Concrete layer, where encountered, aggregate base, and the sampling of the underlying soils for further analysis. Sample specimens shall be measured, labeled, and transported back to LMI's Caltrans certified and AASHTO accredited laboratory for further analysis.

- All sampling operations shall comply with the City's No Fee encroachment permit requirements.
- Professional Traffic Control shall be provided per MUTCD standards.
- Underground Service Alert (USA Dig-Alert) will be notified and a meeting held, if requested, with concerned utilities to relocate test sites as necessary.
- A core log and core location plan shall be included in the final report.

Existing cross slopes, taken by digital smart level, shall be obtained at select locations in the field during coring operations.

Task 3.3 Ground Penetrating Radar AC Thickness Scanning

Non-Destructive GPR scanning is proposed, supplementing proposed pavement coring, along the existing travel lanes, intersections, parking lanes and roadway edges. The additional thickness data reduces risks to the City where planned pavement milling is anticipated during construction.

Ground Penetrating Radar measures the pavement layer, up to 24" depth, in a continuous path without disruption to traffic, conflicts with buried utilities, reduces encroachment permit requirements, and is a fast and safe method of measuring the pavement thickness every linear foot throughout the project limits. The data will be mapped by depth and location, supplementing the proposed pavement coring services. GPR data shall be analyzed, and limits of buried PCC shall be located, where feasible.

Task 3.4 Caltrans Certified and AASHTO Accredited Laboratory Testing

Subgrade soil samples taken in the field will be identified, labeled, and measured during the sampling process. Data developed during the laboratory testing will be utilized to project probable field support conditions during construction and highlight where appropriate special care may be required during roadway preparation.

Evaluation of the present pavement thicknesses utilizing component analysis with R-value data will be combined with future traffic estimates (based on Traffic Index provided by City) for design and development of suitable, alternative replacement sections.

Laboratory tests included within this investigation are as follows:

- a. Moisture Content Tests (CTM 226): Subgrade soil samples taken in the field will be visually classified and the in-situ moisture content will be determined per sample location.
- b. 2 R-Value Tests (CTM 301): Representative sample(s) will be selected and tested for R-Value (soil strength) determinations on the subgrade.

Task 3.5 Visual Site Evaluations

Conditions shall be recorded for the purposes of compiling the recommendation plan(s) and report. Compare field conditions with thickness data obtained during core sampling. Compare field conditions with component analysis based on laboratory subgrade strength testing and in place FWD deflection testing.

Task 3.6 Cost Effective Structural Designed Rehabilitation Alternatives

We will incorporate results of the materials testing with observed pavement conditions. Engineered recommendations for alternate methods of pavement rehabilitation, resurfacing, and/or reconstruction, (where conditions dictate) inclusive of a pulverization alternative, where feasible, shall

be developed based of the materials investigation. Pavement will be designed in accordance with the City's design standards and California Design Manual for Flexible Pavement and Roadway Rehabilitation.

- Designs shall be based on City provided Traffic Index.
- Pavement designs shall be based on City provided Design Life Criteria (i.e., 20-yr).
- Minimum 3 Rehabilitation Design Alternatives, where feasible.
- Full Replacement Section Alternatives
- Final rehabilitation concept plans of each strategy shall be created and produced onto color media 11" x 17", suitable for conveying each alternative method of improvement.

Task 3.7 Final Report

A final report shall be provided inclusive of all data developed during the investigation with cost effective design rehabilitation and/or resurfacing alternatives, structural replacement sections for areas of reconstruction, material specifications, field and laboratory test data.

The final report will be stamped and signed by a California Registered Civil Engineer. All services will be supervised by the Civil Engineer, with over 49+ years specializing in the evaluation and design of pavement systems.

Task 4 - Field Survey

Horizontal and Vertical control will be established to support the topographic ground surveying and mapping. The survey control will be tied into the North American Datum of 1983 (NAD83) and the North American Vertical Datum of 1988 (NAVD88), unless specified otherwise by the client prior to ground survey mobilization.

Topographic field surveys will be performed to collect cross sectional information at 100-foot intervals along Narbonne Avenue between Pacific Coast Highway and the city boundary line. Features to be collected will include curb and gutter, road pavement, sidewalk, drainage features such as manholes and catch basins, utilities with right of way including pull boxes, cabinets, and other surface visible utilities. Manholes for storm drain and sewer purposes will be dipped to obtain the invert elevation of the subsurface pipes as well as the direction of flow, if ascertainable without the need to enter the confined space. The topographic field surveys will be used to prepare a 20-scale topographic map. A digital terrain model will be prepared.

The street centerlines and record rights of way for Narbonne Avenue will be computed from publicly available record maps. Research will be conducted at the County of Los Angeles for existing centerline and right-of-way files and/or available cadastral records. Key centerline monuments will be tied into the horizontal survey control established for this project and utilized in the analysis of the existing centerline and right of way. The centerline and right-of-way limits will be calculated only within the limits of the project.

Street centerline intersection points will be recovered to perpetuate the location of those monuments that could be destroyed during the street rehabilitation efforts. Once the monuments have been recovered and the data processed, Corner Records will be prepared and submitted to the County Surveyor's Office for review and filing. Corner Records will be signed and sealed by a California Licensed Land Surveyor.



Task 5 - Engineering Design

During this task the engineering design will be performed and the construction documents prepared. The construction documents will include the following:

- Project Plans
- Traffic Control Plans on PCH for Caltrans Encroachment Permit
- Project Specifications
- Project Cost Estimate
- Caltrans Encroachment Permit
- City of Rolling Hills Estates Permit

This task includes the preparation of construction plans. We have assumed we will prepare one set of plans including both the waterline replacement and the pavement rehabilitation. Traffic control plans will be separately prepared for the purpose of the Caltrans encroachment permit and will only be prepared for the work on PCH. No traffic control plans will be prepared for the work on Narbonne Avenue.

The plans related to pavement reconstruction will be prepared on 24" by 36" sheets using AutoCad. The plan set is expected to include the following sheets..

- Title Sheet (1 sheet)
- Typical Sections (1 sheet)
- Layout Plans at 1" = 40' (2 sheets) - including centerline and public right of way line
- Waterline Plan, Profile, and Details (4 sheets)
- Curb Ramp Detail Sheet at 1" = 10' (1 sheet)

- Driveway Detail Sheet (1 sheet)
- Signing and Striping plans at 1" = 40' (2 sheets) - includes signing, striping, pavement marking, pavement markers, painted curb length, and loop detectors
- Traffic Control Plans (2 sheets)

Curb and gutter profiles are not typically prepared for a pavement rehabilitation project. Although full reconstruction may be needed for these streets, it is not anticipated that curb and gutter would need to be replaced and therefore, no roadway profiles are included in this proposal. Should the City opt to include a raised landscaped median, curb profiles would be needed for the median curb.

The two non-ADA curb ramps, based on our field review observation, are excluded from the project per discussions with the City. No plan sheets for curb ramps will be prepared.

The roadway plans will include removals, pavement rehabilitation improvements and utility adjustments. No improvements are expected to the concrete portions of the roadways, i.e., curb and gutter, sidewalk, etc. excepting if the City identifies locations for repair. The design of new facilities will be ADA compliant.

Striping sheets will be prepared to replace the striping following the pavement rehabilitation. Changes from the existing striping will be considered if the City desires to replace similar to Narbonne Avenue north of PCH, otherwise, the existing striping layout would be restored. Additionally, loop detector replacements will be shown on the striping sheets. Existing signing will be inventoried during our field review for ease in re-creation on the plans. Modifications to signs are not anticipated.

Pipeline plans will include plan and profile sheets of the new pipe in 1"=20' horizontal and 1"=4' vertical scales. Additionally, required details for the pipe construction will be provided, including but not limited to, trench detail, pipe zone backfill, trench backfill, hydrant and service installations, and connection details.

We will prepare technical specifications at the 90% and 100% submittals in Word in conformance to the latest editions of the Standard Specifications for Public Works Construction (Greenbook), City Standard plans, Standard Plans for Public Works Construction, State of California Department of Transportation (Caltrans) Standard Plans and Specifications, California Manual on Uniform Traffic Control Devices (CA MUTCD), incorporating City general conditions.

The engineer's quantity and cost estimate will be prepared in Excel spreadsheet at 60%, 90%, and 100% level of completion. The cost estimate informs the City of the upcoming financial obligation and will show quantities and unit prices for each work item along with appropriate mobilization and contingency costs including utility adjustments, tie out and resetting of survey monuments, record and filing of corner records for the monuments. We will research the latest unit prices available and consult with the City on specific prices and use our own information from other recent bids as well as City of Lomita and other city's cost data as available to ensure the unit prices are current.

We anticipate submittals of the plans at the 60%, 90%, and 100% level of completion. Review comments from the previous submittal will be addressed and responses will be provided with the latest submittal.

Task 5.1 Preliminary Submittal 60% PS&E

For the 60% submittal, we will submit the plans and a cost estimate. The plans will include the waterline replacement and pavement rehabilitation.

Following the submittal, we will hold a meeting with the City to discuss the design and confirm the direction for the final construction documents.

Task 5.2 Pre-Final Submittal 90% PS&E

Based on the direction received from the 60% PS&E, we will proceed with the 90% PS&E development. This submittal will include the contract bid package which includes the plans and technical specifications and the engineer's estimate. For the 90% submittal, we will submit the plans and a cost estimate. The plans will include the waterline replacement, pavement rehabilitation, and PCH traffic control.

Following the City's review of the 90% submittal, we will hold a meeting with the City to discuss any loose ends to be incorporated into the final next submittal.

Task 5.3 Final Submittal 100% PS&E

We will incorporate City's comments from the 90% for this final submittal and bring all aspects of design to 100% completion. We will submit the 100% PS&E to the City for review. At this time, we will also submit the appropriate portions of the package to Caltrans along with the encroachment permit application.

Using the cost estimate as a basis, we will determine which items in the cost estimate will be included as contract items in the bid list. We have found an essential part of the PS&E is preparing a bid list which references the specific Contractor's payment clause. By doing this, we ensure that all bid items have a clear manner of payment. We cross check the construction plans, cost estimate and bid item list to ensure all items of work have a means of payment and are accounted for in the bid and quantity estimate even if some bid items include multiple items as it is possible that the engineer's cost estimate and bid proposal may not list items in the same manner. It is also important to coordinate the method of payment, such as final pay items, partial pay items, lump sum items, etc.

Task 5.4 Caltrans Encroachment Permit

For the waterline tie-in work within PCH, we will need an encroachment permit to perform construction contract work within Caltrans District 7 right of way. We will prepare an encroachment permit application, Caltrans Form TR-0154 and submit to the Permits Unit at Caltrans. This will require a number of items as detailed in this Form to be submitted along with the application. The list of items is presented below. We have preliminarily filled in with X's if something will be needed, or if City provided, or if not applicable. Caltrans will allow one meeting with the Permits unit to discuss the project in advance of our submittal which we have included.

DOCUMENTS	ATTACHED?		AVAILABLE?		N/A
	YES	NO	YES	NO	
Completed and Signed Standard Encroachment Permit Application	X				
ADA / DIB 82 Compliance	X				
Construction Cooperative Agreement					X
DTM Approved TMP	X				
DTM Closure Hours	X				
Encroachment Exception and Utility Exception Approval					X
Environmental Documentation	City				
Design Standard Decision Document (DSDD)					X
Final Stamped Project Plans	X				
Maintenance Agreement					X
Payment / Performance Bond(s) or Liability Insurance	City				
Design Engineering Evaluation Report (DEER)					X
Project Delivery Agreement (Co-op/HIA/CUPA etc.)					X
Project Initiation Document (PSR, PR/PSR, PSR-PDS, PSSR)					X
Quality Management Plan (QMP) (Construction Manual)					X
Right-of-Way Air Space Agreement / Site License Agreement					X
Right-of-Way Certification					X
Source Inspection Quality Management Plan (SIQMP) (Construction Manual)					X
Special Provisions / Specifications	X				
Stormwater Design (SWDR)					X
Stormwater Construction (SWPPP/WPCP/WDID No.)	Contractor				
Stormwater NPDES (Dewatering Plan/WDID No.)					X
DIB 91 Compliance - Form CEM-1302	X				
Notice to Owner (RW-1304)					X
Letter of Authorization	City				
Vertical/Horizontal Clearance or Bridge Weight Rating Changes (Forms TR-0019, TR-0029, or TR-0020)					X

Task 5.5 City of Rolling Hills Encroachment Permit

We will coordinate with the City of Rolling Hills to determine their process for an encroachment permit as the southern end of the project will require the contractor to place advance signing notice for the construction within Rolling Hill's right of way.

Task 6 - Bidding and Construction Support

We will provide professional support during bidding process and construction activities. We will perform the following activities as requested.

- Provide answers and information to bid questions or inquiry (2 bid addenda)
- Attend pre-bid meeting (agenda and minutes by others)
- Attend pre-construction meeting (agenda and minutes by others)
- Review construction submittals (shop drawing review) – assume 8 submittals
- Respond to Request for Information (RFI) – assume 6 RFIs
- Attend construction meetings (2 max, agenda and minutes by others)
- Assist in cost estimate and analysis for Contract Change Order (CCO) – assume 2 CCOs

Task 7 - As-Built Plans

On a monthly basis, DEA will work with the construction manager to verify that as-built drawings are maintained by the contractor so that the actual work performed is accurately and comprehensively recorded. DEA will coordinate the construction manager to obtain the final as-built drawings from the contractor and update the design plans to reflect the final field conditions. Our team will stamp, sign and provide mylars if necessary.

Optional Tasks

Optional Task #1 - Design for Traffic Calming other than Restriping to Match Narbonne Avenue north of PCH

Optional Task #2 - Landscaping Design and/or Raised Median Design

Optional Task #3 - Utility Potholing

Exclusions from Scope of Work

- Roadway Profiles
- Curb Ramp Design
- Drainage Study and Report
- Right of Way Engineering
- Utility Modification or Relocation Design (other than adjustments to grade)
- Street Light Design
- Utility Potholing
- Mix Design for CSPB or CIR
- Traffic Study and Report
- Water Quality Documentation
- Environmental Services
- Traffic Signal Modification Design (temporary or permanent)
- Plan Check / Permit Fees Cost
- Structure Modifications Design
- Private Property Owner Coordination and Meetings other than the Sheriff Station
- Construction Meeting Minutes

Quality Assurance/Quality Control

In adherence to DEA's Quality Assurance Program, the Project Managers and the team will work closely with DEA's Quality Control Manager to implement the QA/QC plan tailored specifically to these projects. The QA/QC plan will define the timing and procedures for technical peer reviews, draft plan and document checks, and technical editing of written documentation such as the pavement investigation. Typical for municipal projects, documents will go through an accuracy check, and design documents will include an interdisciplinary and constructability review. For the 60% documents, a constructability review will be performed to mitigate impacts to the surrounding area and ease acceptance by stakeholders. These review procedures will have a quality stamp attesting to the name and date of the person providing the review documents, the reviewer, the back checker, and the verifier.

A DEA construction engineer with recent and relevant project experience in water main and pavement rehabilitation projects will review the project design plans and documents, while LaBelle Marvin will be required to provide an internal team member to review elements based on their expertise. The DEA QA/QC Manager will meet with the project team on a monthly basis to review plan design, and discuss quality reviews of plan preparation, utility information, details, and accuracy of the design. We will provide any comments received from the QA/QC process to the City upon request and will include them in the final set of deliverables.

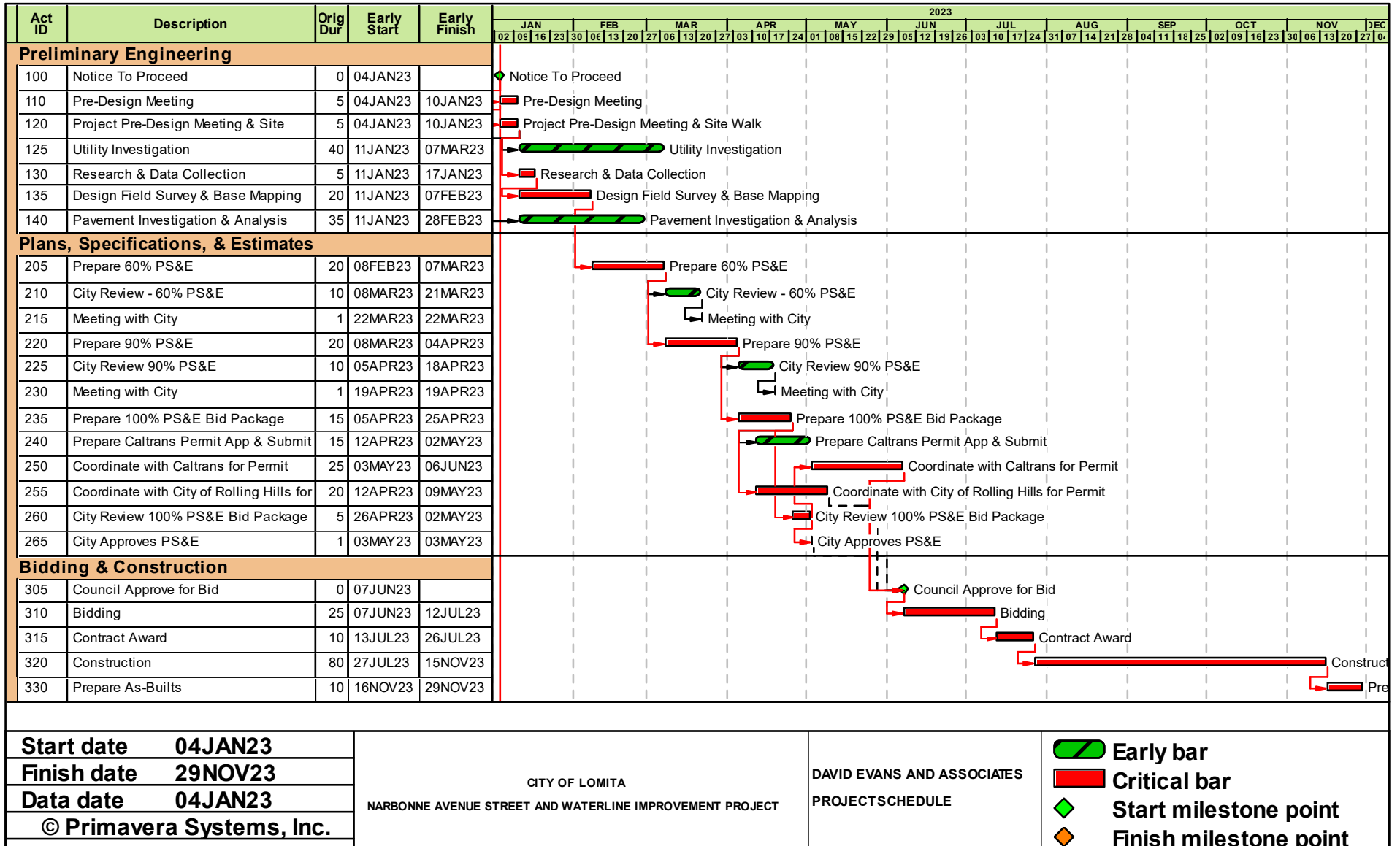
DEA has a design excellence requirement that mandates we have all of the reviews of deliverables described above in place and that verifies we are following our QA/QC process. We routinely audit projects to make sure that these project management and quality procedures are followed for all of our projects.

Document Control

From the outset of the project, DEA will provide a FileShare system if requested. All formal submittals will receive a transmittal declaring the phase and deliverables, and all meetings will have agendas and minutes for reference.

DEA will coordinate the documents submitted from the contractor to the appropriate team member for their prompt review and approval, and forward all items requiring input from the City. DEA will use the document tracking system to prepare an overall submittal and RFI register, pending logs, late logs, and to generate reminder notices to the contractor as appropriate.

Project Schedule



Marie Marston, PE | David Evans and Associates, Inc.

Project Manager



Education	B.S. in Civil Engineering, 1980, Oregon State University		
	M.B.A., 1988, University of California, Irvine		
Registrations/Licenses	Professional Civil Engineer, California (38798), 1984		
Years of Experience	42	Availability	35%

Marie has 42 years of professional civil engineering experience providing services for general infrastructure and public works improvement projects. She has experience working with both the public and private sector including cities, counties, state agencies, federal agencies, school districts, universities, and developers. She will serve as the project manager.

RELEVANT EXPERIENCE

Street Reconstruction Project Zone G, for the City of Lomita, California. Project Manager. Marie is serving as project manager for the design services on a street reconstruction project in the City of Lomita. The project consists of removal and replacement of existing AC pavement, removal of unsuitable base material, new base preparation, milling for specified area and asphalt concrete overlay of twenty street segments within the City, a total of 2.35 miles of reconstruction. It also includes construction of thirty-six curb ramps in compliance to ADA Standards and Codes.

Alicia Parkway and Marina Hills Drive Resurfacing Project, City of Laguna Niguel, California. Principal in Charge/QC Manager. Pavement rehabilitation and reconstruction design services for Alicia Parkway (7,100') from Highland Avenue to Crown Valley Parkway and Marina Hills Drive (6,550') from Niguel Road to Golden Lantern.

2021-2022 Annual Maintenance for Roadways and Sidewalks, City of Tustin, California. Principal in Charge/QC Manager. Pavement rehabilitation and reconstruction design services for 64 streets (9.4 miles) and sidewalk, driveway, and drainage improvements.

2020-2021 Street Reconstruction Project, Zones C & F, City of Lomita, California. Principal in Charge/QC Manager. Pavement rehabilitation and reconstruction design services for 20 streets (2.2 miles) within the City including 37 curb ramp reconstructions.

MacArthur Boulevard & University Drive Pavement Rehabilitation, Caltrans District 12, City of Newport Beach, California. Principal in Charge / QC Manager. This rehabilitation design project extends on MacArthur Boulevard from Ford Road / Bonita Canyon Drive to the SR-73 and on University Drive from Jamboree Road to the SR-73 northbound ramps.

Great Streets Project 2017-19, City of San Gabriel, California. Principal in Charge/QC Manager. Pavement rehabilitation and reconstruction design services for 18 streets (3.6 miles) over two phases/construction document packages.

Neighborhood Street Rehabilitation, City of La Mirada, California. Principal in Charge /QC Manager. Prepared final construction plans, specifications, bid list and construction estimate for rehabilitation work for 38 residential streets including parkway repair and storm drain rehabilitation.

Dover Drive Improvements, Caltrans District 12, City of Newport Beach, California. Principal in Charge/QC Manager. Rehabilitation design and new landscaped center medians and widening of existing landscaped center medians, curb ramp improvements, traffic signal upgrades, catch basin upgrades, and new irrigation and landscaping.

Kass Drive/Thomas Street/Page Street Pavement Rehabilitation, City of Buena Park, California. Principal in Charge/QC Manager. Prepared the rehabilitation design for three severely deteriorated industrial area streets.

I-605 Southbound Beverly Boulevard Interchange, LA Metro, Caltrans District 7, Pico Rivera, California. Project Manager. Responsible for the preparation of a Project Report and PS&E for an interchange reconfiguration in Pico Rivera. The existing configuration consists of a collector-distributor road with a loop off-ramp, loop on-ramp, and a direct on-ramp. The short weaving distance between the two loop ramps was identified as a congestion hot spot having a significantly higher accident rate than average. The Project Report and Environmental Document examined two build alternatives, a diamond configuration and a modified diamond with a loop on-ramp. Both alternatives propose to remove the collector-distributor road. The project involves preparation of a project report, geometrics, design standard decision documents (fact sheets), drainage study, storm water data report (SWDR), a modified access report (MAR), right of way data sheet, utility study, railroad study, life cycle cost analysis (LCCA), landscape, geotechnical investigation, surveys, cost estimates, initial site assessment (ISA), traffic study (TOAR), transportation management plan (TMP), construction staging, and coordination with Caltrans who prepared the environmental documentation. A portion of the existing soundwall will be reconstructed. Two retaining walls will be constructed. Striping on Beverly Boulevard allows for a future Class II bike lane to be added. The storm water BMPs include four bioswales and a detention basin. A portion of Beverly Boulevard will include an asphalt overlay. Both ramps will be concrete pavement. The Project Report was finalized in March 2020 and are currently preparing the final construction plans, specifications and estimates (PS&E). The project is an early action project by Metro.

SEAN HAERI, PE, TE, CPM | David Evans and Associates, Inc.

Principal in Charge



Education	MS, Computer Engineering, 1992, California State University
	BS, Engineering, 1988, California State University
	Graduate Certificate, Project Management, Keller Graduate School of Management, 2003
Registrations/Licenses	Professional Traffic Engineer, California (TR-1687), 1993
	Professional Civil Engineer, California (C-53275), 1995
Years of Experience	33

Sean is an experienced manager, self-motivated, high performer and action-oriented with strong administrative and technical abilities. Effective communicator and collaborator with executive and governmental audiences, other departments and outside organizations, as well as providing coaching, strategic-thinking, technical and administrative staff support. A proven leader with over 30 years of professional experience in City government; as well as, 22 years of academic background as a college Professor in Project Management, Program Development and Management Information Systems.

RELEVANT EXPERIENCE

Development of Capital Improvement Program (CIP), City of Los Angeles, California. As the Program Manager for the CIP Division at the City of Los Angeles, Sean led the development of the five-year program which consisted of roadway widening, bridge retrofitting, bridge replacement, bike path construction, sidewalk resurfacing, street resurfacing and new roadway constructions throughout the City. Sean further coordinated with other City Departments to consolidate the proposed projects and formed agreements with adjacent City's to solidify grant funding applications with multi-jurisdictional support and endorsements. During his five years as the Division Manager, Sean secured more than \$50 million in grant funds, which led to the completion of 14 projects citywide. Sean managed various projects from inception to completion including bridge widenings, grade separations, bus lanes, reversible lanes, arterial widening, and bus speed improvement projects.

Valley Boulevard Grade Separation, City of Los Angeles, California. This project included construction of multiple bridges to create a grade separation between the roadways and the railroad tracks. The project required coordination with neighboring cities and the Los Angeles County, as well as the rail operators. Additionally, an extensive and all-inclusive outreach effort was made to consult and work with the affected communities, to solicit their input for the best approach to providing them with a safe and livable community. The stated goal of the project was to eliminate the conflict between rail traffic and other forms of transportation, as well as implementation of a quiet-zone. As the lead designer, Sean lead the development of an alternatives analysis that factored in local community member's input and needs and maximized the functionality and efficiency of the rail operations.

Lincoln Boulevard/Ballona Creek, City of Los Angeles, California. This project is to remove the existing bridge on Lincoln Blvd over Ballona Creek and replace it with a new and modern bridge, twice as wide. Currently, this bridge is a bottleneck along Lincoln Blvd where northbound lanes have to merge before the bridge, there are no Pedestrian Sidewalks or

bike lanes across the bridge. This project will create continuity in both the pedestrian and bikeway facilities in addition to additional travel lanes to remove the existing bottleneck. The project also provides enough width for the future center-running Bus Rapid Transit which is part of the Westside Mobility Study's proposed complete streets program. Sean's role in this project was to initiate the concept, design the layout, secure funding and oversee the environmental impact studies for both CEQA and NEPA clearances.

Culver Boulevard at Lincoln Boulevard, City of Los Angeles, California. This project is to remove the existing bridge on Culver Blvd over Lincoln Blvd and replace it with a new and modern bridge, which has a much wider space between its footings to accommodate the widening of Lincoln Blvd passing below. Currently, this bridge brackets the Lincoln Blvd where northbound lanes have to merge before the bridge. This project will also provide both pedestrian and bikeway facilities in addition to additional travel lanes. The project will accommodate additional widening of Lincoln Blvd for the future center-running Bus Rapid Transit which is part of the Westside Mobility Study's proposed complete streets program. Sean's role in this project was to initiate the concept, design the layout, secure funding and oversee the environmental impact studies for both CEQA and NEPA clearances.

Sepulveda Boulevard Widening and Renovation Project between Centinela and Lincoln Boulevard, City of Los Angeles, California. The scope of this project included widening of Sepulveda Blvd to include 3 full time lanes and an additional 10 foot space for full-time on-street parking. Also, based on extensive public outreach efforts, elements of streetscape and sidewalk improvements were added to the scope, to meet the community's requirement of creating an esthetically pleasing and pedestrian friendly corridor through this Westchester commercial district. Sean's role as the Project Manager was to oversee and participate in all public outreach meetings, work with the community members to develop an acceptable design concept, and oversee the implementation phase.

Steven M. Anderson, PE, LEED AP, ENV SP, LSIT, PMP | David Evans and Associates, Inc.

Pavement Rehabilitation Design Lead



Education	MBA, 2017, University of California, Los Angeles BS, Mechanical Engineering, 2005, Columbia University BA, Management Engineering, 2003, Claremont McKenna College		
Registrations/Licenses	Professional Civil Engineer, California (73460), 2008 USGBC LEED Accredited Professional, 2008 Project Management Professional #2177347, 2018 Land Surveyor-in-Training, California (7776), 2008 Envision Sustainability Professional (ENV SP), 2017		
Associations	American Society of Civil Engineers – EWRI, member		
Years of Experience	14	Availability	55%

Steven has 14 years of civil design experience, the majority developing civil improvements for public works programs. For the last 10 years, Steven has been developing street improvements for the City of Los Angeles from the planning and conceptual phase to PA/ED through to final design and construction support services. He has a strong background in understanding the City's bureaucratic structure, coordinating projects with council districts, LADOT, every bureau of Public Works and the Mayor's office. His 10 years of project management experience provide the City with a budget and schedule compliance, in addition to tracking and performance metrics for any reporting the City PM may require.

RELEVANT EXPERIENCE

Jefferson Blvd., Vermont to Western Complete Street Program, City of Los Angeles, California. Steven served as project manager for this project in the City of Los Angeles. DEA provided civil engineering services to the City of Los Angeles on the Jefferson Boulevard Complete Streets project. The project design included an evaluation of the existing roadway improvements to determine the necessary replacement and modifications to provide the improved access and mobility to the project. The street evaluation also included preparation of technical reports, exhibits and budgetary costs to implement the City's Complete Street programs for Jefferson Boulevard. The final design included civil engineering plan and profile drawings, landscape architecture plans, traffic signal and striping plans, construction specifications, bid documents, and engineers cost and quantity estimates. The final PS&E bid package was designed in accordance with the City standard design documents and manuals.

TOS 53 Various Street Projects, City of Los Angeles, California. Steven is the project manager for the design of seven street improvement projects in the City of Los Angeles. The project designs include an evaluation of the existing roadway, sidewalk, curb and gutter, striping, drainage, and landscape architecture improvements to determine the necessary replacement and modifications to provide the improved access, safety, and mobility to the project sites. The project improvements include replacement and upgrade of the existing curb ramps, sidewalk, curb and gutter, driveways, bicycle lanes and facilities, utility mapping, retaining walls, improving fire access, enhanced pedestrian crosswalks, drainage improvements, storm water treatment inlets and other street improvements. Responsibilities include coordinating and tracking the status for a large list of deliverable, providing updated scheduling, value engineering, pre-design development and verifying all quality control procedures have been performed.

Soto Street Widening, City of Los Angeles, California. Steven served as lead engineer for the Soto Street Widening from Multnomah Street to Mission Road project. The objective included widening Soto Street from two lanes to four lanes to relieve traffic congestion, improve safety by implementing a retaining wall to help keep hillside debris off the roadway,

and to beautify the corridor. The project will include new sidewalk and street trees on both sides of Soto Street, and a Class IV protected bikeway which will greatly improve vehicular and bicycle mobility and safety. The project requires coordination with the Los Angeles Department of Transportation (LADOT), Los Angeles Department of Water and Power (LADWP), Council District 14 for community outreach, and with the recently completed Soto Mission Bridge removal project and pending Soto Valley bridge widening and street improvement project. The retaining wall to be built on the east side of Soto Street and is approximately 2,150 feet in length with a varying height ranging from 8 to 40 feet. The retaining wall system proposed will consist of cantilevered soldier pile design and tie back support anchors.

Sidewalk Repair Program, City of Los Angeles, California. Steven served as project manager for the \$1.4 billion project to fix sidewalks and upgrade walkways and ramps to comply with current ADA requirements. He was responsible for developing flow charts, informational sheets, and summaries on the operational use of the program. Steven also provided project support for the Environmental Impact Report, and assisted the environmental engineers in the classifications of improvements on the project, typical environmental impacts, technical memo reviews, and project descriptions.

Exposition West Bikeway – Northvale Segment, City of Los Angeles, California. Steven served as lead engineer for the 0.75 mile Class I and Class II bike path through a residential neighborhood in Cheviot Hills, Los Angeles. Work included 50% design and constructability review, researched existing titles and easements for land acquisition, delivered exhibits and presented to Design Excellence Committees on the potential project solutions, and performed workshops with the client to develop site-specific solutions. He assisted the City project manager in presenting the project to the City Council. Prior to 50% design, he supported the client by developing the required site maps, information materials, and answering questionnaires for the Urban Greening Grant. In addition, Steven attended meetings with City Council staff to provide assistance on the information required from city staff to submit the grant on time.

Safa Kamangar, PE, PMP, CCM, QSD/P, ENV SP | David Evans and Associates, Inc.

Water Pipeline Design Lead



Education	MS, Civil Engineering, 2000, University of Tehran B.S., Civil Engineering, 1997, Azad University, Iran		
Registrations/Licenses	Professional Civil Engineer, California (C70118), 2006		
Associations	American Society of Civil Engineers – EWRI, member		
Years of Experience	14	Availability	45%

Safa has joined DEA's Tustin office as the California Water/Wastewater Group Leader in our growing Water and Wastewater Infrastructure Practice. Safa brings 25 years of combined experience in civil engineering and construction management with a focus on water, wastewater, and stormwater infrastructure planning, design, and project management. Local agencies and municipalities have looked to Safa's expertise in guiding a project from initial concept through the design process to construction and commissioning. In addition to being a licensed professional civil engineer, Safa holds a number of other professional certifications that honor his breadth of knowledge and experience, including PMP, CCM, QSD/P, and ENV SP. Safa specializes in the design and construction management of water, sewer and stormwater pipelines, pump stations and reservoirs.

RELEVANT EXPERIENCE

SCLA Reservoir, Pump Station, and Pipeline Project, City of Victorville, California. Engineering Manager. DEA Team is preparing final engineering design package for the project which includes a new 1 million gallon recycled water concrete reservoir, a pumping station, and their associated pipeline system. The proposed project is located at the Southern California Logistics Airport (SCLA) in the City of Victorville, and includes design and construction of approximately 1300-ft of new 8-in PVC C900 DR 14 pipeline and its connections.

Well No. 7 Pump Station and Pipeline Project, Western Municipal Water District, Riverside County, California. Engineering Manager. DEA Team is providing survey and final engineering design services for WMWD's new Well No 7 and its connection. Project includes the design and installation of approximately 2500-ft of new 12-in PVC C900 DR 14 in a residential neighborhood in the City of Riverside. Extensive coordination with residents, as well as Magnolia Presbyterian Church was required during the preliminary design of the project.

Hacienda Pump Station Project, City of La Habra, California. Engineering Manager. DEA Team is providing survey and final engineering design services for City of La Habra's new Hacienda Pump Station and associated pipeline. Project includes preliminary analyses, final design, and construction support services for the new pumping facility which will replace two existing pump stations that currently serve the Foothill Zone of the City's water system. As part of this project, DEA is designing approximately 3000-ft of new 12-in PVC C900 DR 14 waterline and connection to an existing 30-in CML&C pipe.

PCH Waterline Design, City of Lomita, California. Project included installation of two separate mile long 8-inch DI Pipelines on PCH, including traffic control plan and coordination and encroachment permit from Caltrans.

Lincoln Avenue 12" Waterline Replacement, City of Anaheim, California. Safa served as the Project Manager. Included installing approximately 3,000 linear feet of new 12-inch-diameter DIP water main in Lincoln Avenue between La Plaza and State College Boulevard to improve the fire flow in the portion of the City's 335 Pressure Zone.

Hawthorne/Crenshaw Waterline Improvements, City of Torrance, California. Project Manager for the design of a mile-long pipeline on Hawthorne Blvd including bore and jacking under PCH (Caltrans crossing). Project included installation of new services, fire hydrants, and several tie-ins to adjacent streets.

Washington Bridge Waterline Relocation Project, City of Colton, California. Safa served as the Project Manager responsible for project management. Former firm provided design services for construction of a new 18" CML&C pipe within the proposed Caltrans bridge over Washington avenue in City of Colton. New bridge was designed with vertical curvature preventing the installation of a casing per Caltrans requirements. The former engineering firm's innovative design provided a curved pipeline to match the bridge profile and included a structural CIPP liner within the bridge for extended durability. Design variance documents were submitted to Caltrans headquarters and were approved as the new acceptable design method for Caltrans projects.

Colinas Bridge Waterline Relocation, Moulton Niguel Water District, California. Project Manager for the preliminary and final design of waterline relocations at the Paseo de Colinas Bridge in the City of Laguna Niguel. Work consisted of investigating and preparing plans, specifications, and cost estimate (PS&E) for relocating the District's existing 20-inch gravity outfall and existing 12-inch waterline including relocation of existing electrical conduits, control panel, and existing vault sump pump discharge lines into the existing sewer system. The two waterlines were in conflict with the seismic retrofit of the Paseo de Colinas Bridge.

Waterline Projects, City of Corona, California. Project Manager in charge of design and developing plans, specifications and engineering cost estimates for 3 different pipeline projects in City.

Downtown Watermain Replacement Project, City of Huntington Beach, California. Project Engineer in charge of preparing final contract drawings, technical specifications and engineering cost estimate for replacing old waterlines in alleys in downtown area in various locations and street rehabilitations.

François Zugmeyer, PE | David Evans and Associates, Inc.

Roadway Civil Design Lead



Education	Civil Engineering Degree from E.N.S.A.I. Strasbourg, France. 1972		
Registrations/Licenses	Professional Civil Engineer, California (31046), 1979		
Associations	American Society of Civil Engineers – EWRI, member		
Years of Experience	45	Availability	50%

Francois has over 40 years of experience in public works projects and site development including transportation, hydrology, hydraulics, storm water, and grading. His experience in surface water and drainage projects includes hydrology, hydraulics, flood plain analyses, flood control, reservoir operation, storm drain design, runoff treatment, and water resources planning. His experience in transportation projects is for both the planning and design phases and includes local city street projects and freeway and interchange projects. The city street projects have included roadway widening, pavement rehabilitation, and intersection improvements.

RELEVANT EXPERIENCE

Street Reconstruction Project Zone G, City of Lomita, California.

Project Engineer. Francois is providing civil design on a street reconstruction project in the City of Lomita. The project consists of removal and replacement of existing AC pavement, removal of unsuitable base material, new base preparation, milling for specified area and asphalt concrete overlay of twenty street segments within the City, a total of 2.35 miles of reconstruction. It also includes construction of thirty-six curb ramps in compliance to ADA Standards and Codes.

2020-2021 Street Reconstruction Project, Zones C & F, City of Lomita, California. Senior Civil Engineer. Provided pavement rehabilitation and reconstruction design services for 20 streets (2.2 miles) within the City including 37 curb ramp reconstructions.

MacArthur Boulevard & University Drive Pavement Rehabilitation, Caltrans District 12, City of Newport Beach, California. Senior Manager / Project Engineer. This pavement rehabilitation project is to extend on MacArthur Boulevard from Ford Road / Bonita Canyon Drive to the SR-73 (4,050') and on University Drive from Jamboree Road to the east side of the SR-73 northbound ramps (2,450') CWE prepared plans for pavement rehabilitation including 50' cross sections and plan and profile.

Residential Street Pavement and Parkway Rehabilitation, City of Costa Mesa, California. Senior Civil Engineer. Responsible for the preparation of final design plans for pavement rehabilitation of existing residential streets and repair of damaged curb and gutter, sidewalk, cross gutters, driveways, and curb ramps. Prepared detailed report of final parkway repairs and atlas maps for pavement rehabilitation to be included in the project specifications.

Pacific Coast Highway (SR-1) and Huntington Street Intersection Improvements, Caltrans District 12, City of Huntington Beach, California. Senior Engineer. Design services included the preparation of street improvement plans, detail plans, signing and striping plans, pedestrian detour plans, construction cost estimate, specifications, and coordination with Caltrans.

Kass Drive/Thomas Street/Page Street Pavement Rehabilitation, City of Buena Park, California. Project Engineer. These industrial area streets were highly deteriorated. Pavement rehabilitation involved three different

methods – overlay, removal and reconstruction and reconstruction by cement treatment of existing base materials. Included curb ramp construction and parkway repair. Prepared pavement rehabilitation plans, striping plans, traffic handling plans, specifications and estimate.

Wilson Street Pavement Rehabilitation, for the City of Costa Mesa, California. Project Engineer. Preparation of final design and construction documents for pavement rehabilitation from Fountain Way East to Harbor Boulevard. This two-lane street with a center turning lane is located in a busy commercial and residential area. For this 1/4 mile length, the pavement is in disrepair and reconstruction was recommended. We prepared a field survey, geotechnical investigation, pavement reconstruction plans, specifications and estimates, and traffic engineering. We also prepared the paperwork required by the Caltrans Local Assistance Procedures Manual for federal funding. This included the Preliminary Environmental Study, the Request for Authorization for Construction, the Roadway Data Form, the PS&E Certification Form, the R/W Certification Form, the Finance Letter, and the Construction Form.

I-605 Southbound Beverly Boulevard Interchange, Caltrans District 7, Metro, City of Pico Rivera, California. Senior Engineer. The project includes the preparation of a Project Report and PS&E for an interchange reconfiguration in Pico Rivera, CA. The existing configuration consisted of a collector-distributor road with a loop off-ramp and loop on-ramp and a direct on-ramp. The short weaving distance between the two loop ramps was identified as a congestion hot spot having a higher accident rate than average. The project examined two build alternatives, a diamond configuration and a modified diamond with a loop on-ramp and removed the collector-distributor road. The project involved preparation of a project report, geometrics, fact sheets, drainage study, storm water data report, traffic study, TMP, construction staging, coordination with Caltrans who prepared the environmental documentation, modified access report, right of way, utilities, life cycle cost analysis, landscape, geotechnical investigation, surveys, and cost estimates. Responsible for geometrics, preparation of fact sheets, the drainage report and support for the team.

Suzanne Moubayed, EIT | David Evans and Associates, Inc.

Roadway Civil Design



Education	BS, Civil Engineering, 2013, California State University MS, Civil Engineering, 2015, California State University		
Registrations/Licenses	Engineer-in-Training, California # 149180		
Years of Experience	9	Availability	50%

Suzanne has nine years of structural and civil engineering experience. Her responsibilities include preparation of project development reports, plan development, feasibility study analysis, structures design, roadway design, alternative development and analysis, quantities and cost estimating, roadway geometrics, ADA requirements, identification of right-of way needs and utility impacts. She is proficient in various softwares such as MicroStation, AutoCAD, InRoads, GEOPAK, OpenRoads Designer, and Excel.

RELEVANT EXPERIENCE

Street Reconstruction Project Zone G, City of Lomita, California. Designer. Suzanne is providing civil design on a street reconstruction project in the City of Lomita. The project consists of removal and replacement of existing AC pavement, removal of unsuitable base material, new base preparation, milling for specified area and asphalt concrete overlay of twenty street segments within the City, a total of 2.35 miles of reconstruction. It also includes construction of thirty-six curb ramps in compliance to ADA Standards and Codes.

MacArthur Boulevard & University Drive Pavement Rehabilitation, Caltrans District 12, City of Newport Beach, California. Civil Designer. This pavement rehabilitation project is to extend on MacArthur Boulevard from Ford Road / Bonita Canyon Drive to the SR-73 (4,050') and on University Drive from Jamboree Road to the east side of the SR-73 northbound ramps (2,450') CWE prepared plans for pavement rehabilitation including 50' cross sections and plan and profile.

I-605 SB Beverly Boulevard Interchange, Caltrans District 7, Metro, California. Engineering Designer. Preparation of a project report, geometrics, design standard decision documents (fact sheets), drainage study, SWDR, guard rails design, MAR, right of way data sheet, utility study, railroad study, life cycle cost analysis, landscape, geotechnical investigation, surveys, cost estimates, ISA, traffic study, TMP, construction staging, and coordination with Caltrans. A portion of the existing soundwall and two retaining walls will be constructed.

I-405 improvement Project (SR-73 to I-605), Caltrans District 12, OCTA, Los Angeles, County, California. Engineering Designer. OCTA in cooperation with Caltrans is widening the I-405 between SR-73 and I-605. The project will improve 16 miles of I-405 between the SR-73 in Costa Mesa and I-605 near the Los Angeles. County line. The project includes adding one regular lane in each direction between Euclid Street and I-605 and making improvements to freeway entrances, exits and bridges. In addition, the project will add the 405 Express Lanes, incorporating the existing carpool lanes and a new lane in each direction between SR-73 and I-605. The 405 Express Lanes will give solo drivers the choice to

speed up their commute for a toll and give options for carpoolers to use the lanes for free. When the express lanes open, two-person carpools will pay a toll only during peak hours and carpools of three or more will be free at all times. Responsibilities include reviewing sound wall reports as a consultant to Caltrans.

I-5 Widening Project, Segment 2 PS&E (Oso Parkway to Alicia Parkway), for OCTA, Mission Viejo and Laguna Hills, California. Engineering Designer. This ongoing project includes reestablishing existing auxiliary lanes, complete interchange reconstruction, constructing new auxiliary lanes and bridge widening and structure replacement. Segment 2, the largest central segment in the 6.6-mile corridor, extends from South Oso Parkway to south of Alicia Parkway. Primary responsibilities included completion of both structures and roadway tasks including retaining wall cost estimates and cross sections, assist with stage construction and traffic handling concepts and plans, roadway plan preparation, roadway cost estimates, as well as providing support for utility relocation design and design exception fact sheets development.

SR-91 PA/ED (SR-57 to SR-55), Caltrans District 12, OCTA, Orange County, California. Engineering Designer. This project proposes to improve traffic operations on State Route 91, State Route, and on State Route in the cities of Anaheim, Fullerton, Orange, and Placentia in Orange County, California, a distance of approximately 5.6 miles. The proposed improvements would include the SR-91 mainline widening, primarily in the eastbound direction, and modifications to various interchanges, connectors, ramps, and intersections. Responsibilities include support for the alternatives analysis and support for completion of the feasibility study. As well as completion of tasks for the design of the Lakeview interchange and development of quantities and other data to assist in report completion, development of Stage construction and traffic handling concepts and plans, as well as roadway construction cost estimates.

Heath Habig, PLA 5028 | David Evans and Associates, Inc.

Landscape Architect



Education	BS, Landscape Architecture, 1996, California State Polytechnic University, Pomona		
Registrations/Licenses	Professional Landscape Architect, California (#5028) 2005		
Years of Experience	25	Availability	35%

Heath is a senior landscape architect within DEA's land development business unit with 25 years of landscape architectural design experience at all phases of the project delivery process including schematic design, design development, construction documentation and construction support. Heath has worked on a wide variety of projects during his career and continues to pull from this experience while leading and coordinating with design staff on city parks and streetscapes, single family housing developments, senior living facilities and small commercial sites. He is also an experienced project manager and is involved in business development.

RELEVANT EXPERIENCE

Elden Elms and Path Villas, City of Los Angeles, California. Lead Landscape Architect. DEA is developing complete street solutions to two neighborhoods in western Los Angeles, the Elden Elms and Path Villas areas. These projects received state funding for sustainable community development, requiring various street improvements within the City right-of-way. Heath is currently serving as the landscape architecture lead. His duties include providing oversight of the preparation of tree plans and specifications, on-site tree reviews, cost estimation and project coordination with the civil engineering team. He also attends in-person meetings with urban forestry personnel and project meetings with city design managers.

Diaz Road Expansion, City of Temecula, California. Senior Landscape Architect. DEA landscape architects are providing plans, specifications and cost estimates for the installation of trees, shrubs and groundcover plantings along an existing two mile stretch of Diaz Road in the city of Temecula. DEA civil engineers are laying out various realignments of Diaz Road in addition to adding new medians and upgrading intersections which will then be planted and irrigated in accordance with city guidelines and standards. Heath serves as the project manager for the landscape design.

Jefferson Boulevard Complete Street Project, City of Los Angeles, California. Senior Landscape Architect. DEA landscape architects provided plans, specifications and cost estimates for the installation of trees along a one mile stretch of Jefferson Boulevard in the city of Los Angeles. DEA civil engineers coordinated with several agencies to narrow the boulevard down from four lanes to two lanes by adding additional striping, curbing and bike lanes. The landscape design team is in charge of selecting site furnishings, signage and decorative rock along the reworked sidewalks, driveways and intersections in addition to selecting appropriate street trees. Heath served as the lead for the landscape design.

SR-18 / Apple Valley Road Intersection Realignment, Town of Apple Valley, California. Landscape Architect. DEA landscape architects provided plans, specifications and cost estimates for new planters associated with the intersection realignment at the corner of SR-18 and Apple Valley Road in the Town of Apple Valley (Town). Intensive

coordination between the Town, Caltrans, and the existing commercial development were key to the success of the project. Heath served as the project manager for the landscape design.

I-605 Soundwall, Caltrans District 7, City of Long Beach, California. Senior Landscape Architect / Project Manager. DEA landscape architects provided planting and irrigation plans for a quarter mile stretch of open slope area alongside a new Caltrans soundwall. The new soundwall will be constructed along the northbound shoulder of I-605 as it makes its way through the City of Long Beach. Heath served as the project manager for the landscape design.

Irrigation Upgrade Project, North Orange County Community College District, Anaheim, California. Senior Landscape Architect. DEA provided final construction documents for new planting and irrigation design at the existing Anaheim campus of the school district. Approximately 45,000 square feet of existing turf areas and planters are proposed to be replaced with drought tolerant species incorporating a dry streambed with decorative boulders and cobbles. Updated irrigation equipment to meet state water use requirements are also being provided as part of the design plans. Heath served as the lead for the landscape design.

Senior Care Facility, Morningstar / Confluent Development, Mission Viejo, California. Senior Landscape Architect. DEA landscape architects are providing plans, specifications and cost estimates for a multi-story senior living center in the city of Mission Viejo. The landscape design is complementing the Spanish-style architecture and providing an array of amenities within 2 interior courtyards including putting greens, a dog run, barbecue areas and a pool. In addition, trees, shrubs and groundcover plantings will be provided along the street frontage, building drop-off and perimeter and on a large slope at the rear of the property. Heath is serving as the lead for the landscape design.

Bob Vasquez, PLS | David Evans and Associates, Inc.

Survey Task Lead



Education	Certificate, Surveying and Mapping, Rancho Santiago College Project and Business Management Courses, University of California Riverside Management Leadership Academy, National University
Registrations/Licenses	Professional Land Surveyor, California (7300), 1996
Years of Experience	35

Bob has 35 years of experience in the field of land surveying serving in many positions from managing projects, field crews, office support teams, 3D laser scanning to developing a new service for subsurface 3D utility mapping. Bob's background is well versed in all types of field and office survey functions. His past experience in the public sector, coupled with his broad range of recent experience with DEA, adds to his overall knowledge of understanding of various rail, airport, highway, land development, flood control, water and some unique projects like moving the Space Shuttle Endeavour through the streets of Los Angeles. He is knowledgeable in the preparation of subdivision, rights-of-way and record of survey maps, jurisdictional boundary changes, land adjustments, legal description documents and exhibits, right-of-way engineering, construction surveying, quality control surveying, 3D laser scanning, topographic field and boundary survey mapping, and Subsurface Utility Locating and Mapping.

RELEVANT EXPERIENCE

Cesar Chavez Roundabout Right-of-way Mapping, City of Los Angeles, California. DEA provided right-of-way mapping services for the Cesar Chavez Roundabout project for the City of Los Angeles. Survey tasks included verification of centerlines and right-of-ways provided by the City for streets and the adjacent owners affected by the roundabout design and monument perpetuation. The final deliverable was created in AutoCAD and provided to the City for use in the acquisition process. Bob served as survey project manager for this effort.

LAX Landside Terminals and Connector Roads - 3D Laser Scanning, City of Los Angeles, California. As project manager, Bob was responsible for coordinating the field and office effort, including performing quality control checks on the deliverables to Parsons Brinkerhoff. The 3D mobile laser scanning of the approach, departures, inner roads, buildings and terminal facades, overhead bridges and structures, is all in support of the upcoming People Mover Project. Careful coordination with airport police and LAWA landside operations was performed to prevent any undo security challenges during collection. Final deliverables will include a comprehensive quality control report and laser scan point clouds for use on upcoming projects.

Highland/Redlands Regional Connector, City of Highland, California. DEA provided surveying and mapping support services for this project which involved a non-motorized transportation route along 4.7 contiguous miles of street and easements in the city of Highland and Redlands. DEA was tasked to provide aerial control (horizontal and vertical) to establish the aerial mapping. Supplemental topographic field surveys were performed to collect cross section information and clearances along the planned bike route and at bridges crossing the Santa Ana River. A digital terrain model was prepared for portions of the bike trail that passed through the river. Bob served as DEA's project manager overseeing the surveying services on this project.

Monterey Avenue Improvements, City of Rancho Mirage, California. DEA provided design and construction surveying services on this street rehabilitation improvements project for two miles of six-lane arterial roadway that included curb and gutter, sidewalk, parkway, and medians. The project ran from Country Club Drive to Gerald Ford Drive and it involved the modification of three intersections and traffic signals. Survey work tasks included aerial photography, design surveys, construction surveys, mapping and utility coordination. This project was identified as a Measure A, CVAG regional transportation project. Bob served as a project surveyor.

I-10 Pepper Avenue Interchange, SBCTA, City of Colton, California. DEA provided construction surveying services. Located on Interstate 10 in the city of Colton, the Pepper Avenue Interchange provides freeway access to and from both commercial and residential communities, most notably is the Arrowhead Regional Medical Center. This project involves constructing a five-lane bridge over the I-10 and improvements to ramps and drainage for better circulation on and off the freeway. Funding for this project is a mix of local, State and Federal funds. The City of Colton, County of San Bernardino, and SBCTA have partnered to provide a \$10 million funding package for the necessary improvements along the busiest corridor in San Bernardino County. Bob served as the survey project manager.

IVDA 3rd Street Widening, City of San Bernardino, California. DEA provided topographic base mapping, right-of-way plans, utility mapping, legal descriptions, plats, and construction staking for the pavement reconstruction and street widening/improvement of approximately one mile of 3rd Street between Victoria Avenue and Palm Avenue. Project improvements included curb and gutter, sidewalk, street lighting, and storm drain improvements. Bob served as DEA's project manager overseeing the surveying services on this project.



DAVID EVANS
AND ASSOCIATES INC.

www.deainc.com



DAVID EVANS
AND ASSOCIATES INC.

December 14, 2022

City of Lomita
City Clerk's Office
Bureau of Street Services
24300 Narbonne Avenue
Lomita, CA 90717

Re: Cost Proposal for Narbonne Avenue Water Main Replacement and Street Rehabilitation

Dear Selection Committee:

David Evans and Associates, Inc. (DEA) hereby proposes to provide professional services for the above referenced project as outlined in our proposal dated December 14, 2022. The project will be billed on a percent complete basis with a Not-to-Exceed fee amount of \$161,801.00. The fee includes the cost of administration, courier services, mileage/reimbursements, overhead, project site visits, attendance at meetings, and reproduction costs. Details of the fees and breakdowns are attached on the following Cost Proposal Spreadsheet.

We appreciate this opportunity to be of service to the City of Lomita. If you have any questions, please call me at directly at 714.665.4561.

Sincerely,

David Evans and Associates, Inc.

Marie Marston, PE
Project Manager

COST PROPOSAL WORKSHEET - SCOPE

COMPANY: David Evans and Associates	DATE: 12/14/22	REV: 1
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Project:
Narbonne Avenue Waterline and Street Rehabilitation

Task	Scope of Work Description	Sean Haeri	Mark Oskorus	Marie Marston	Lead Civil	Roadway Engineer	Jr Roadway Engineer	Tech Assistant	2 Person Survey Crew	Survey Asst	Survey CADD	Survey Analyst	Survey Manager	Sr. Waterline PM	Project Waterline Engineer	Waterline Engineering Designer	Landcap e Architect	TOTAL DEEA HOURS	TOTAL DEEA COST	Subconsultants	TOTAL Subs COST	% of Total Labor Fee	Total Amount	
		PIC	QC	PM												LaBelle Marvin	Potholing Contractor							
		\$300.00	\$300.00	\$267.00	\$231.00	\$141.00	\$110.00	\$110.00	\$350.00	\$125.00	\$150.00	\$160.00	\$255.00	\$310.00	\$170.00	\$150.00	\$185.00							
1	Pre Design Meeting																							
	Kickoff Meeting (1), Agenda, Minutes			3	2	2								2	2				11	\$2,505			2%	\$2,505
2	Analysis and Preliminary Design																							
	Site Investigation					5											5		10	\$1,630		\$0	1%	\$1,630
	Project Schedule Prep and Updates			6														6	\$1,602		\$0	1%	\$1,602	
	Research & Review Ex, Info													2	2	6		10	\$1,860		\$0	1%	\$1,860	
	Utility Research, Mapping			1		8	12								2			23	\$3,055		\$0	2%	\$3,055	
	Utility Matrix			1		2	8											11	\$1,429		\$0	1%	\$1,429	
	Tree Concept																12	12	\$2,220		\$0	1%	\$2,220	
	Coordinate with Caltrans (1 mtg, 1 submittals w/ 1 revision max)			2		6												8	\$1,380		\$0	1%	\$1,380	
	Coordinate with Rolling Hills			1		5												6	\$972		\$0	1%	\$972	
	Coordinate with Adjacent Owners (led by City)			1		8												9	\$1,395		\$0	1%	\$1,395	
3	Pavement Investigation and Analysis																							
	Field Work, Testing, Report			2		4												6	\$1,098	\$31,325	\$31,325	20%	\$32,423	
4	Field Survey																							
	Field Work								16	1	6	1						24	\$6,940		\$0	4%	\$6,940	
	Mapping			1		1		2		1	16	16	4					41	\$6,733		\$0	4%	\$6,733	
	Monumentation											10	2					12	\$2,110		\$0	1%	\$2,110	
5	Engineering Design																							
	Quality Control		16															16	\$4,800		\$0	3%	\$4,800	
	Invoicing & Monthly Reporting			4				16										20	\$2,828		\$0	2%	\$2,828	
	Coordination with City/Project Management	4		24		8												36	\$8,736		\$0	5%	\$8,736	
5.1	Preliminary Submittal 60%																							
	Title Sheet (1)						6											6	\$660		\$0	0%	\$660	
	Typical Section (1)			1		8	2											11	\$1,615		\$0	1%	\$1,615	
	Layout Plan (2)			1		36												37	\$5,343		\$0	3%	\$5,343	
	Waterline Plan			1										4	26	48		79	\$13,127		\$0	8%	\$13,127	
	Construction Details - Driveways (1)			1	8	8	4											21	\$3,683		\$0	2%	\$3,683	
	Signing and Striping (2)			1		8	8											17	\$2,275		\$0	1%	\$2,275	
	Cost Estimate			1		8	8											17	\$2,275		\$0	1%	\$2,275	
	Submittal Review Meeting			1		1								1	1			4	\$888		\$0	1%	\$888	
5.2	Pre-Final Submittal 90%																							
	Title Sheet (1)			1			2											3	\$487		\$0	0%	\$487	
	Typical Section (1)			1		8	2											11	\$1,615		\$0	1%	\$1,615	
	Layout Plan (2)			1		18												19	\$2,805		\$0	2%	\$2,805	
	Waterline Plan			1										2	16	32		51	\$8,407		\$0	5%	\$8,407	
	Construction Details - Driveways (1)			1	8	8	4											21	\$3,683		\$0	2%	\$3,683	
	Signing and Striping (2)			1		8	8											17	\$2,275		\$0	1%	\$2,275	
	Traffic Control Plans			2		8	8											18	\$2,542		\$0	2%	\$2,542	
	Cost Estimate			1		8	8											17	\$2,275		\$0	1%	\$2,275	
	Draft Specifications			4		16												20	\$3,324		\$0	2%	\$3,324	
	Submittal Review Meeting			1		1												2	\$408		\$0	0%	\$408	



CITY OF LOMITA CITY COUNCIL REPORT

TO: City Council **Item No. 71**

FROM: Ryan Smoot, City Manager

PREPARED BY: Brianna Rindge, Community & Economic Development Director

MEETING DATE: December 20, 2022

SUBJECT: Professional Services Agreement with 4LEAF, Inc. for Augmented Code Enforcement Services

RECOMMENDATION

BACKGROUND

For a number of years, the City has discussed increasing its ability to enforce its existing municipal code regulations and standards, and recently, the City added a dedicated Code Enforcement Officer as an initial step in those efforts. As part of those discussions, and with an appreciation for the financial constraints of the organization, the City Council has discussed the possibility of future expansions to our Code Enforcement and Community Preservation programs for specific issues or concerns. To further the City's efforts in enforcement of land use, zoning, and property maintenance standards, as well as to assist with monitoring and regulation of specific uses (massage establishments, for example), the City explored the possibility of contract services to supplement its efforts and allow internal City staff to focus on existing caseload.

To that end, the City released a Request for Proposals ("RFP") on October 17, 2022 with a due date of November 10, 2022 for project-based code enforcement services. Staff emailed the RFP to multiple known consultants and advertised on the City's website. The City received timely responses from three companies: Willdan Engineering, CSG Consultants, and 4LEAF, Inc.

DISCUSSION

After reviewing the proposals and conducting interviews, Staff recommends moving forward with 4LEAF, a California "C" Corporation established in 1999 that has grown to more than 300 personnel throughout California, Washington, Nevada, and New England. The company's goal is to "set the industry standard for excellent customer service". The 4LEAF team provided the best communication, presented directly related experience in

the types of projects the City foresees the consultant completing and even offered suggestions on how to improve upon the City's intended initiatives.

The pool of individuals 4LEAF offers to the City maintain PC 832 California peace officer certification, International Code Council inspector certification, and California Association of Code Enforcement Officers membership. 4LEAF can fulfill requests immediately upon request, including same-day, as the company maintains a wealth of available local code enforcement officers ready to serve and maintains practice doing so for multiple jurisdictions throughout California. If needed, 4LEAF will provide the City with part-time or full-time services as needed and upon request. Additionally, 4LEAF maintains staff designated to tracking legislation to ensure the City continues to follow state regulations and is aware of upcoming legislation that may affect the code enforcement program.

The hourly rates of CSG are ~25% higher than those of 4LEAF while the availability, enthusiasm, and communication of the more robust 4LEAF proposal were readily apparent. Willdan did not propose staff with direct experience working on the specific projects for which the City seeks assistance.

The team at 4LEAF reviewed the PSA with the City and finds the terms acceptable.

OPTIONS:

1. Authorize the City Manager to execute the agreement.
2. Do not authorize the City Manager to execute the agreement.
3. Provide staff with further direction.

FISCAL IMPACT

The hourly rate for a 4LEAF officer is \$75-\$95 per hour and \$105 per hour for a senior officer, on the lower end compared to the other two companies, plus mileage. The need for on-call services will vary and will be mutually agreed based upon changing circumstances. Staff proposes an initial not-to-exceed amount of \$50,000 per year budgeted for the augmented services and will monitor expenditures over the term. Any necessary adjustments will be brought to the Council for consideration. The proposed agreement is for two-years with the option to extend for one additional year. If approved, a budget appropriation of \$50,000 will be added to 100-410-5340.000 for both Fiscal Years 2022/2023 and 2023/2024.

ATTACHMENTS

1. Professional Services Agreement

Reviewed by:



Gary Y. Sugano
Assistant City Manager

Approved by:



Ryan Smoot
City Manager

Prepared by:



Brianna Rindge
Community & Economic Development Director



**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF LOMITA AND 4LEAF, INC.**

This AGREEMENT for code enforcement services is entered into this 20th day of December 2022 by and between the CITY OF LOMITA, a general law city and municipal corporation (“CITY”) and **4LEAF, INC.** (“CONSULTANT”).

RECITALS

- A. CITY does not have the personnel able and/or available to perform the services required under this agreement.
- B. Therefore, CITY desires to contract out for augmented code enforcement services.
- C. CONSULTANT warrants to CITY that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.
- D. CITY desires to contract with CONSULTANT to perform the services as described in **Exhibit A** of this Agreement.

NOW, THEREFORE, based on the foregoing recitals, CITY and CONSULTANT agree as follows:

1. CONSIDERATION AND COMPENSATION.

- A. As partial consideration, CONSULTANT agrees to perform the work listed in the SCOPE OF SERVICES, attached as **Exhibit A**;
- B. As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement;
- C. As additional consideration, CITY agrees to pay CONSULTANT an amount not to exceed \$100,000.00, for CONSULTANT’s services, unless otherwise specified by written amendment to this Agreement.
- D. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager or his designee.
- E. CONSULTANT shall submit to CITY, by not later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the

previous month. CITY shall pay CONSULTANT all uncontested amounts set forth in the CONSULTANT'S bill within 30 days after it is received.

2. **SCOPE OF SERVICES.**

A. CONSULTANT will perform the services and activities set forth in the SCOPE OF SERVICES attached hereto as **Exhibit A** and incorporated herein by this reference. If any part of **Exhibit A** is inconsistent with the terms of this Agreement, the terms of this Agreement shall control.

B. Except as herein otherwise expressly specified to be furnished by CITY, CONSULTANT will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space, and facilities necessary or proper to perform and complete the work and provide the professional services required of CONSULTANT by this Agreement.

3. **PAYMENTS.** For CITY to pay CONSULTANT as specified by this Agreement, CONSULTANT must submit an invoice to CITY which lists the reimbursable costs, the specific tasks performed, and, for work that includes deliverables, the percentage of the task completed during the billing period.

4. **TIME OF PERFORMANCE.** The services of CONSULTANT are to commence upon receipt of a notice to proceed from CITY and shall continue until all authorized work is completed to CITY's reasonable satisfaction, in accordance with the schedule incorporated in "**Exhibit A**," unless extended in writing by CITY.

5. **FAMILIARITY WITH WORK.** By executing this Agreement, CONSULTANT represents that CONSULTANT has (a) thoroughly investigated and considered the scope of services to be performed; (b) carefully considered how the services should be performed; and (c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

6. **KEY PERSONNEL.** CONSULTANT's key person assigned to perform work under this Agreement is Director of Code Enforcement Pete Roque. CONSULTANT shall not assign another person to be in charge of the work contemplated by this Agreement without the prior written authorization of CITY.

7. **TERM OF AGREEMENT.** The term of this Agreement shall commence upon execution by both parties and shall expire on December 31, 2024, unless earlier termination occurs under Section 11 of this Agreement, or extended in writing in advance by both parties.

8. **CHANGES.** CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONSULTANT and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with written agreement between the parties.

9. **TAXPAYER IDENTIFICATION NUMBER.** CONSULTANT will provide CITY with a Taxpayer Identification Number.
10. **PERMITS AND LICENSES.** CONSULTANT will obtain and maintain during the term of this Agreement all permits, licenses, and certificates that may be required by local, state and federal laws in connection with the performance of services under this Agreement, including a business license as specified in Title VI, Chapter 2 of the Lomita Municipal Code.
11. **Laws and Regulations; Employee/Labor Certification.** CONSULTANT shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. CONSULTANT shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for CITY to terminate the Agreement for cause.
12. **TERMINATION.**
 - A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause. Notice of termination shall be in writing.
 - B. CONSULTANT may terminate this Agreement. Notice will be in writing at least 30 days before the effective termination date.
 - C. In the event of such termination, CONSULTANT shall cease services as of the date of termination, all finished or unfinished documents, data, drawings, maps, and other materials prepared by CONSULTANT shall, at CITY's option, become CITY's property, and CONSULTANT will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination.
 - D. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.
13. **INDEMNIFICATION.**
 - A. CONSULTANT shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees, and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of CITY'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of CITY. Should CITY in its sole discretion find CONSULTANT'S legal counsel unacceptable, then CONSULTANT shall reimburse CITY its costs of defense, including without limitation reasonable

attorneys' fees, expert fees and all other costs and fees of litigation. CONSULTANT shall promptly pay any final judgment rendered against CITY (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

B. The requirements as to the types and limits of insurance coverage to be maintained by CONSULTANT as required by Section 17, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

14. **ASSIGNABILITY.** This Agreement is for CONSULTANT's professional services. CONSULTANT's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.

15. **INDEPENDENT CONSULTANT.** CITY and CONSULTANT agree that CONSULTANT will act as an independent CONSULTANT and will have control of all work and the manner in which it is performed. CONSULTANT will be free to contract for similar service to be performed for other employers while under contract with CITY. CONSULTANT is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONSULTANT as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT will follow the direction of the CITY as to end results of the work only.

16. **AUDIT OF RECORDS.**

A. CONSULTANT agrees that CITY, or designee, has the right to review, obtain, and copy all records pertaining to the performance of this Agreement. CONSULTANT agrees to provide CITY, or designee, with any relevant information requested and will permit CITY, or designee, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this Agreement. CONSULTANT further agrees to maintain such records for a period of three (3) years following final payment under this Agreement.

B. CONSULTANT will keep all books, records, accounts and documents pertaining to this Agreement separate from other activities unrelated to this Agreement.

17. **CORRECTIVE MEASURES.** CONSULTANT will promptly implement any corrective measures required by CITY regarding the requirements and obligations of this Agreement. CONSULTANT will be given a reasonable amount of time as

determined by CITY to implement said corrective measures. Failure of CONSULTANT to implement required corrective measures shall result in immediate termination of this Agreement.

18. INSURANCE REQUIREMENTS.

A. CONSULTANT, at CONSULTANT's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:

1. Workers Compensation Insurance as required by law. CONSULTANT shall require all subconsultants similarly to provide such compensation insurance for their respective employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against CITY, its officers, agents, employees, and volunteers for losses arising from work performed by CONSULTANT for CITY.
2. General Liability Coverage. CONSULTANT shall maintain commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
3. Automobile Liability Coverage. CONSULTANT shall maintain automobile liability insurance covering bodily injury and property damage for all activities of CONSULTANT arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
4. Professional Liability Coverage. CONSULTANT shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from CONSULTANT'S operations under this Agreement, whether such operations be by CONSULTANT or by its employees, subconsultants, or subconsultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis. When coverage is provided on a "claims made basis," CONSULTANT will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement and will cover CONSULTANT for all claims made by CITY arising out of any errors or omissions of CONSULTANT, or its officers, employees or agents during the time this Agreement was in effect.

- B. Endorsements. Each general liability, automobile liability and professional liability insurance policy shall be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California, or which is approved in writing by CITY, and shall be endorsed as follows. CONSULTANT also agrees to require all CONSULTANTS, and subconsultants to do likewise.
1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONSULTANT, including materials, parts, or equipment furnished in connection with such work or operations."
 2. This policy shall be considered primary insurance as respects CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by CITY, including any self-insured retention CITY may have, shall be considered excess insurance only and shall not contribute with this policy.
 3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
 4. The insurer waives all rights of subrogation against CITY, its elected or appointed officers, officials, employees, or agents.
 5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its elected or appointed officers, officials, employees, agents, or volunteers.
 6. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' written notice has been received by CITY.
- C. CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against CONSULTANT arising out of the work performed under this agreement. CITY assumes no obligation or liability by such notice but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.
- D. Any deductibles or self-insured retentions must be declared to and approved by CITY. At CITY's option, CONSULTANT shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- E. CONSULTANT shall provide certificates of insurance with original endorsements to CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with CITY on or before

commencement of performance of this Agreement. Current certification of insurance shall be kept on file with CITY at all times during the term of this Agreement.

- F. Failure on the part of CONSULTANT to procure or maintain required insurance shall constitute a material breach of contract under which CITY may terminate this Agreement pursuant to Section 11 above.
 - G. The commercial general and automobile liability policies required by this Agreement shall allow CITY, as additional insured, to satisfy the self-insured retention (“SIR”) and/or deductible of the policy in lieu of the CONSULTANT (as the named insured) should CONSULTANT fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. CONSULTANT understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONSULTANT as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should CITY pay the SIR or deductible on CONSULTANT’S behalf upon CONSULTANT’S failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, CITY may include such amounts as damages in any action against CONSULTANT for breach of this Agreement in addition to any other damages incurred by CITY due to the breach.
19. **USE OF OTHER CONSULTANTS.** CONSULTANT must obtain CITY’s prior written approval to use any CONSULTANTS while performing any portion of this Agreement. Such approval must include approval of the proposed CONSULTANT and the terms of compensation.
20. **FINAL PAYMENT ACCEPTANCE CONSTITUTES RELEASE.** The acceptance by the CONSULTANT of the final payment made under this Agreement shall operate as and be a release of CITY from all claims and liabilities for compensation to the CONSULTANT for anything done, furnished or relating to the CONSULTANT’S work or services. Acceptance of payment shall be any negotiation of CITY’S check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by CITY shall not constitute, nor be deemed, a release of the responsibility and liability of CONSULTANT, its employees, sub-CONSULTANTS and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by CITY for any defect or error in the work prepared by CONSULTANT, its employees, sub-CONSULTANTS and agents.
21. **CORRECTIONS.** In addition to the above indemnification obligations, the CONSULTANT shall correct, at its expense, all errors in the work which may be disclosed during CITY’S review of CONSULTANT’S report or plans. Should the CONSULTANT fail to make such correction in a reasonably timely manner, such

correction shall be made by CITY, and the cost thereof shall be charged to CONSULTANT. In addition to all other available remedies, CITY may deduct the cost of such correction from any retention amount held by CITY or may withhold payment otherwise owed CONSULTANT under this Agreement up to the amount of the cost of correction.

22. NON-APPROPRIATION OF FUNDS. Payments to be made to CONSULTANT by CITY for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that CITY does not appropriate sufficient funds for payment of CONSULTANT'S services beyond the current fiscal year, the Agreement shall cover payment for CONSULTANT'S only to the conclusion of the last fiscal year in which CITY appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

23. NOTICES. All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

CITY	CONSULTANT
City of Lomita 24300 Narbonne Avenue Lomita, CA 90717	4LEAF, Inc. 5140 Birch Street Newport Beach, CA 92660
ATTN: City Manager	ATTN: Pete Roque

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph. Courtesy copies of notices may be sent via electronic mail, provided that the original notice is deposited in the U.S. mail or personally delivered as specified in this Section.

24. SOLICITATION. CONSULTANT warrants that it has not employed nor retained any company or person, other than CONSULTANT's bona fide employee, to solicit or secure this Agreement. Further, CONSULTANT warrants that it has not paid nor has it agreed to pay any company or person, other than CONSULTANT's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONSULTANT breach or violate this warranty, CITY may rescind this Agreement without liability.

25. THIRD PARTY BENEFICIARIES. This Agreement and every provision herein is generally for the exclusive benefit of CONSULTANT and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONSULTANT's or CITY's obligations under this Agreement.

26. **INTERPRETATION.** This Agreement was drafted and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.
27. **ENTIRE AGREEMENT.** This Agreement and its Attachments sets forth the entire understanding of the parties. There are no other understandings, terms, or other agreements expressed or implied, oral or written.
28. **RULES OF CONSTRUCTION.** Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.
29. **AUTHORITY/MODIFICATION.** The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment with signatures of all parties to this Agreement. CITY's city administrator, or designee, may execute any such amendment on behalf of CITY.
30. **ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES.** The Parties agree that this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission, scanned and delivered via electronic mail, or delivered using digital signature technology approved by CITY. Such facsimile or electronic signatures will be treated in all respects as having the same effect as an original signature.
31. **FORCE MAJEURE.** Should performance of this Agreement be impossible due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.
32. **TIME IS OF ESSENCE.** Time is of the essence to comply with dates and schedules to be provided.
33. **ATTORNEY'S FEES.** The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.
34. **STATEMENT OF EXPERIENCE.** By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload,

experience in dealing with private CONSULTANTS, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.

35. DISCLOSURE REQUIRED. (CITY and CONSULTANT initials required at one of the following paragraphs.)

By their respective initials next to this paragraph, CITY and CONSULTANT hereby acknowledge that CONSULTANT is a "CONSULTANT" for the purposes of the California Political Reform Act because CONSULTANT'S duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18700.3(a)(2) or otherwise serves in a staff capacity for which disclosure would otherwise be required were CONSULTANT employed by CITY. CONSULTANT hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the CITY'S Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to CONSULTANT commencing services hereunder, the City's Manager shall prepare and deliver to CONSULTANT a memorandum detailing the extent of CONSULTANT'S disclosure obligations in accordance with the CITY'S Conflict of Interest Code.

City Initials _____ CONSULTANT Initials _____

OR

By their initials next to this paragraph, CITY and CONSULTANT hereby acknowledge that CONSULTANT is not a "CONSULTANT" for the purpose of the California Political Reform Act because CONSULTANT'S duties and responsibilities are not within the scope of the definition of CONSULTANT in Fair Political Practice Commission Regulation 18700.3(a)(2) and is otherwise not serving in staff capacity in accordance with CITY'S Conflict of Interest Code.

City Initials _____ CONSULTANT Initials _____

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF LOMITA

CONSULTANT

Ryan Smoot, City Manager

By:

Pete Roque, Director of Code Enforcement

ATTEST:

Kathleen Horn Gregory, City Clerk

Taxpayer ID No.

APPROVED AS TO FORM:

Trevor Rusin, City Attorney



Exhibit A

SCOPE OF SERVICES CODE ENFORCEMENT OFFICER

The selected firm shall provide qualified personnel to perform code enforcement inspections in a lawful manner that respects the reasonable expectations of privacy and security of persons and their properties. The inspections conducted by the selected firm will determine if property conditions are in compliance with the Lomita Municipal Code and other applicable regulations and the firm will be responsible for achieving code compliance with those in violation. The selected firm shall be qualified to do the following:

- Perform inspections for violations of City ordinances;
- Research properties for prior approvals, permits, and general information relating to violations;
- Investigate, document, and take necessary action when a violation of Lomita Municipal Code or other applicable codes exists, including notices of violation and citations to credibly establish at the administrative level that violations of law exist;
- Determine when voluntary compliance is not forthcoming from property owners, business owners, or responsible parties;
- Maintain files, databases, and records related to citations and violations;
- Confer and coordinate code enforcement activities and inspections with other departments and agencies;
- Prepare a variety of written reports, inspection warrants, memoranda, and correspondence;
- Track statistical data for monthly reports and other correspondence;
- Coordinate and conduct follow-up abatement or revocation procedures including preparation of additional correspondence and administrative records;
- Notify the responsible parties of other agency approvals when necessary prior to closing a code enforcement action;
- Work cooperatively with members of the general public, City staff, and other responsible parties on a regular basis as needed;
- Work with legal counsel to assist in the successful prosecution of code enforcement cases utilizing a hearing officer or in criminal or civil court when necessary; and
- Perform other related duties in support of code enforcement program objectives.



CITY OF LOMITA CITY COUNCIL REPORT

TO: City Council **Item No. 7m**

FROM: Ryan Smoot, City Manager

PREPARED BY: Juan Ibarra, Administrative Analyst

MEETING DATE: December 20, 2022

SUBJECT: ARPA Business Assistance Program Applications for Façade Improvement and Job Creation Programs

RECOMMENDATION

1) Approve five (5) applications under the City’s ARPA Business Assistance Programs; and 2) Make a finding that Jing’s CA Acupuncture & Wellness Center qualifies for funding under the “Office” category of eligible uses under the program guidelines and 3) Approve the draft Façade Improvement and Job Creation agreements, authorize the City Manager to make minor amendments as may be necessary with approval of the City Attorney, and authorize the City Manager to execute agreements with approved applicants for funding.

BACKGROUND

On November 1, 2022, City Council approved amendments to the City’s Business Assistance Programs that provide relief related to fiscal impacts incurred by small businesses due the COVID-19 pandemic and assist local businesses in the recovery process.

The City Council approved and allocated ARPA funds to the following programs:

Program	Original Allocation	Remaining Funding (Pending Application Approvals)
Job Creation & Business Incentive Program	\$ 500,000	\$ 480,000
Façade Improvement Program	\$ 250,000	\$ 100,000
Workforce Development (SWIB)	\$ 100,000	N/A
Total	\$ 850,000	\$ 480,000

As currently approved by City Council, the Job Creation & Business Incentive (JCBI) program awards up to \$10,000 for the creation of a new job in a qualifying business. The Façade Improvement program awards up to \$25,000 for eligible façade improvements.

Discussion

Approval of Applications and Agreements:

Staff recommends approving the following applications which have been deemed to be eligible and complete:

- Still Got It Fitness (Façade Improvement Program)
- Hi-Fi Infant Center & Afterschool Preschool Childcare Center (Façade Improvement Program)
- Burnin Daylight (Façade Improvement Program)
- Offset Coffee (Job Creation Program)

With the approval of the Council, City staff will coordinate with each of the applicants to assist through design and permitting of the improvements in accordance with the City's approved codes, guidelines, and procedures. Once staff confirms that the applicants have met all approved codes, guidelines, and procedures, applicants will sign an agreement for the respective program (Façade Improvement or Job Creation). Staff request that City Council give the flexibility to the City Manager to make amendments to the Façade Improvement and Job Creation agreements with approval from the City Attorney's office.

Still Got It Fitness is Lomita's only fitness/gym designed for people who are 50+ that can receive high-quality fitness and nutrition programs. Still Got It Fitness is located in downtown Lomita. The business has been open since 2016. With the help of the Façade Improvement Program, Still Got It Fitness plans to install a new sign that will complement Lomita's Downtown feel and conduct other building improvements such as wall coverings and a mural.

Hi-Fi Infant Center & Afterschool Preschool childcare center opened its doors in September 2016 and provides first-rate education to bring out the best in its students. The preschool is located on Narbonne Avenue, a short distance from the City's downtown district. The Preschool program includes art, gym, music, ballet, taekwondo, and cooking class. The preschool is planning on renovating its facility by replacing cracked windows, patching up its parking lot that has cracked concrete, replacing its outdated faded sign, painting the building's handicapped sign, and changing out the facility's lights.

Burnin Daylight is a family-owned and operated brewpub located in the heart of Lomita's downtown district. Burnin daylight has an existing temporary canopy on the east side of their business building. With the help of the Façade Improvement Program, Burning Daylight will replace its temporary canopy with a permanent canopy that will include pull-down shades and metal railing with fabric panels. The new permanent canopy would match the existing storefront awning and will result in a more attractive look for the business building. Due to the nature of the request, Burnin Daylight will require approval from Planning Commission, and as with all application approvals, funding is ultimately

contingent upon receipt of all necessary entitlements. Staff recommends approving Burnin Daylight's application on a conditional basis pending the approval from the Planning Commission on the proposed improvements.

Offset Coffee is a local coffee shop located in Lomita that offers a variety of drinks, such as lattes, espressos, flat whites, teas, breakfast, lunch, and pastries. With the help of the Job Creation program Offset Coffee plans on hiring and retaining two part time positions that will support their operations and plans on expanding their business.

Discussion and Approval of Jing's CA Acupuncture & Wellness Center

Jing's CA Acupuncture & Wellness Center specializes in acupuncture and herbal medicine and is located in the City's mixed-used overlaid zone. The business is managed by Dr. Jing Shu Zheng who has over thirty years of experience in acupuncture. The Façade Improvement program's current guidelines currently identify established businesses with an office setting as eligible under the program, but do not specifically identify medical offices as eligible. The City's Municipal Code Section 11-1.58.04, however, allows for "office, professional and medical" as an allowable use within the zone, and it is recommended that the City Council make a finding that this use qualifies under the eligible uses under the program guidelines.

Jing's CA Acupuncture & Wellness Center is requesting funds to make upgrades to the building, which include replacing the business' main sign, painting the building, and replacing the roof and doors. As it currently stands, the building will significantly benefit from a façade improvement, resulting in an improved storefront.

As the Façade Improvement program is amended from time to time as recommended by the Committee, staff may propose future amendments to further clarify program guidelines and encourage broader participation in the program overall.

Authorize City Manager to Execute Agreements with Past Approved Applicants

On November 1, 2022, City Council approved three applications under the City's ARPA Business Assistance Program. Well Worn Art and Lomita Kiwanis Foundation were approved for the Façade Improvement Program and BBQ Element for the Job Creation Program. Staff has met with the applicants and assisted through design and permitting of the improvements in accordance with the City's approved codes, guidelines, and procedures related to the façade improvements. These business' are ready to sign agreements for funding under the program, and the City attorney has drafted agreements for the Council's approval. With the Councils approval and authorization, the City Manager will work with the applicants to execute the agreements so the projects can move forward.

OPTIONS:

1. Approve staff's recommendation
2. Provide alternative direction

FISCAL IMPACT

The funds received for the American Rescue Plan will be utilized to complete these approved programs.

ATTACHMENTS:

1. Attachment 1 – Façade Improvement Agreement
2. Attachment 2 – Job Creation Agreement

Reviewed by:



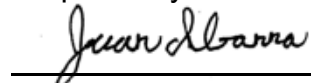
Gary Y. Sugano
Assistant City Manager

Approved by



Ryan Smoot
City Manager

Prepared by:



Juan Ibarra
Administrative Analyst

CITY OF LOMITA
Façade Improvement Program
Agreement

THIS FAÇADE IMPROVEMENT PROGRAM AGREEMENT (“AGREEMENT”) entered into this _____ day of _____ 2022 (“Effective Date”), to improve certain real property (“Property”) described below between the City of Lomita, California (“City”) and the following Lessee and Owner:

Owner Name: _____

Lessee's Name: _____

Name of Business: _____

Business Tax ID#/Social Security#: _____

Address and APN of the Property
to be improved: _____

OWNER’S Address for Notices if different from Property Address:

WITNESSETH:

WHEREAS, the City of Lomita has established a Façade Improvement Program for application within the City; and

WHEREAS, said Façade Improvement Program is administered by the City with the approval of the City Council and is funded by the American Rescue Plan Act of 2021 (ARPA) for the purposes of enabling the City and the community to recover from the COVID-19 pandemic and improving long-term resiliency by addressing key priority areas.

WHEREAS, pursuant to the Façade Improvement Program, the City has agreed to participate, subject to its sole discretion in reimbursing owners/lessees for the cost of eligible exterior improvements to commercial establishments within the City up to a maximum of \$25,000; and

WHEREAS, the Owner/Lessee’s property is located within the City, and the Owner/Lessee desires to participate in the Façade Improvement Program pursuant to the terms and provisions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements obtained herein, the City and the Owner/Lessee do hereby agree as follows:

SECTION 1 FAÇADE IMPROVEMENT OVERVIEW

With respect to the façade improvements (the “Improvements”) to the Property, the Owner/Lessee shall pay all costs of construction, and the City shall not be obliged to pay any costs
City of Lomita Façade Improvement Agreement

for developing or constructing the Improvements. Upon the completion of this Agreement, the City shall reimburse the Owner/Lessee for the cost of improvements costs up to a maximum amount of \$25,000.

The actual total reimbursement amounts per this Agreement shall not exceed (**Insert Amount**) for façade improvements (the “Loan”). The improvement costs, which are eligible for City reimbursement, include all labor, materials, equipment, and other contract items necessary for the proper execution of the work as shown on the plans, design drawings, specifications, and estimates approved by the City. Such plans, design drawings, specifications, and estimates are attached hereto as EXHIBIT A.

The OWNER represents and warrants that it possesses a fee simple interest in the Property as of the date of the execution of this Agreement.

SECTION 2. LOAN CONDITIONS, RATES AND TERMS

The Loan shall be evidenced by a promissory note (the “Note,” attached as Exhibit “__”), signed by all business owners. The Loan will accrue interest at the rate of 1% per annum simple interest and does not require monthly payments. There is no pre-payment penalty, and the Owner/Lessee may repay the loan at any time within two years from the Effective Date.

At the conclusion of two years from the Effective Date of this Agreement Owner/Lessee shall be entitled to a full credit of any principal and interest due on the Loan, provided that they have complied with all Façade Improvement Program requirements (the “Requirements,” attached hereto as Exhibit “__”) and are in compliance with the Agreement.

The City will generally follow the rules of the Small Business Administration as to qualification of guarantors:

- a. Active Management with any ownership equity in borrower must guaranty
- b. Shareholders/owners of 20% or more equity in borrower must guaranty regardless of active involvement in management

Guarantees may be secured or unsecured as determined by the Loan Review Committee (LRC). While collateral is not a mandatory requirement, it is intended that any available collateral from the borrower and/or guarantor(s) will be required, as well as a first lien position on any assets purchased with any Program loan funds. Junior liens on real property will be required at the discretion of the LRC. However, it will be the policy that all collateral required for loan approval will be of material value. Caution will be used whenever taking a junior lien position on collateral where there is a substantial senior lien. It shall be at the discretion of the LRC whether to waive a collateral position when available.

Titled motor vehicles, when taken as collateral, must show the City as mortgagee/lienholder on the certificate of title, and held in safekeeping by the LRC. In all cases, a UCC-1 and security agreement will be taken against all business assets acquired with Program funding.

The Loan, accrued interest, and any other amounts due under this Agreement is due upon the earlier of:

- a. The Owner/Lessee's cessation of business at the site. The term "cessation of business" shall mean when the site is no longer used as the principal place of business for Owner/Lessee's business. Owner/Lessee shall give City written notice not less than thirty (30) days prior to cessation of business. If Owner/Lessee should cease business at the site, Owner/Lessee shall pay to the City, in cash, within fifteen (15) days of the Owner/Lessee receipt of written notification from the City of the balance due on the Note; or
- b. The sale, conveyance, transfer, hypothecation of the security, or any part thereof, or any interest therein, or divestment of title or any interest therein in any manner or way, whether voluntarily or involuntarily, without the prior written consent of the City being first had and obtained; or
- c. Failure to adhere to the provisions of the this Agreement or Requirements; or
- d. Failure to perform any obligation under the Deed of Trust securing the Note, or any other Deed of Trust encumbering the security.

The Loan is not assumable except under the limited circumstances listed below, which are subject to LRC review and approval. The following allowable assumptions shall not be construed as a transfer under the provisions of this Program, provided that all obligations of the Loan and Note are assumed in writing by the transferee and approval is received from the LRC prior to any proposed changes:

- a. The transfer of the business or business property to the surviving spouse by devise, descent or operation of the law, on the death of an owner;
- b. A transfer where the spouse becomes an owner of the business or business property;
- c. A transfer resulting from a decree of dissolution of marriage, legal separation or from an incidental property settlement agreement by which the spouse becomes an owner of the business or business property;
- d. A transfer of a business owner's interest to an existing co-owner.

SECTION 3. SALES OF BUSINESS DURING PROGRAM TERM

Any business receiving Program funding shall disclose the information and details of the loan upon sale or transfer of the business to any subsequent owner.

In the case of sale of a participating business during the one-year Program term, in order to avoid loan default, the new buyer must provide a complete application and written agreement to the City affirming assumption of all conditions of the grant for the remainder of the term.

SECTION 4. LOAN SUBORDINATION

If an existing loan is being refinanced and Program loan subordination is requested, then

the refinance cannot increase the amount of the then outstanding debt against the property except to cover the usual and customary fees related to the refinance. All subordination requests are subject to LRC review and approval.

SECTION 5. LOAN DEFAULT

Should the Owner/Lessee not meet any of the obligations as required in the Loan Agreement, loaned funds plus any interest and other costs will be due to the City. The City will pursue any and all remedies allowed by regulation or law until a resolution is attained. The following occurrences shall warrant LRC investigation and potential follow up action:

- a. Delinquent payment- whenever the terms of the Promissory Note are not being met in a timely manner (delinquent by more than 30 days);
- b. Violation of the Program Loan Agreement
- c. Receipt of a bankruptcy notice;
- d. Filing of a "Notice of Default" by another lienholder on real property;
- e. Legal Service, such as Writs of Attachment, Tax Liens, Subpoenas for records;
- f. Death of a debtor or guarantor;
- g. Notice of significant legal action against borrower/guarantor;
- h. Returned mail from borrower's address by Post Office;
- i. A "Skip Trace" inquiry from another creditor.

Unpaid loan demands will be moved to a non-accrual status at the 90-day delinquency point unless otherwise directed by the Program Manager, or designee. Rewriting the entire Note in an effort to provide relief to the borrower should be considered after the LRC or their designee performs a detailed analysis of the financial condition of the borrower and their prospects for timely payment. The Note should only be rewritten if the outcome of that detailed analysis supports that the borrower will be able to repay on the modified terms. Separately, the LRC will review and provide a written determination regarding the acceptability of any re-structured Program Loan with reference to the detailed analysis discussed above.

SECTION 6. PRO-RATED FOR PARTIAL COMPLIANCE

If a participating business fails to meet the two-year tenancy stability requirement, a pro-rated credit may be applied for those quarters which were completed and in full compliance with the Agreement. Credit will be given for completed three-month terms at a rate of 25% of the program amount. Quarters (three-month periods) with only partial compliance will not receive credit.

SECTION 7. UNDESIRABLE CONDITIONS

Utilizing the guidelines developed by the Small Business Administration and the Department of Housing and Urban Development, the following are undesirable conditions. In the absence of mitigating circumstances, determined in the sole discretion of the LRC, the applicant will be ineligible for the loan if any of the following conditions exist:

- a. Requests for credit to repay existing creditors
- b. Loans to restricted membership or discriminatory groups/organizations
- c. Loans to uses with complete access restrictions based on age, gender, or handicap
- d. Lack of sufficient equity, or highly leveraged situations as determined by the LRC
- e. Felony convictions, dishonorable discharge or "Bad Conduct" discharge from military service (each situation will be independently evaluated)
- f. A business engaged in any unlawful activity

SECTION 8. COMPLETION OF IMPROVEMENT

No improvement work shall be undertaken until the applicant submits plans, design, drawings, specifications, and estimates to the City, and the City has approved the application. Following approval, the Owner/Lessee shall contract for the work and shall commence and complete all such work within a two (2) year period from the date of such approval.

SECTION 9. CITY RECOMMENDED FAÇADE IMPROVEMENTS

The City reserves the right to amend any plans, design, drawings, and specifications provided by the Owner/Lessee, and condition the loan approval upon the applicant constructing based on those amendments. The City may recommend specific façade improvements to the OWNER existing property.

SECTION 10. REVIEW PROGRESS AFTER AUTHORIZATION

The City shall periodically review the progress of the contractor's work on the façade improvements pursuant to the Agreement. Such inspections shall not replace any required permit inspection by the Building Inspectors. All work which is not in conformance with the approved plans, design drawings, and specifications shall be immediately remedied by the Owner/Lessee and deficient or improper work shall be replaced and made to comply with the approved plans, design drawings, and specifications and the terms of this Agreement.

SECTION 11. CONTRACTOR STATEMENT REQUIREMENT

Upon completion of the improvements and upon their final inspection and approval by the City, the Owner/Lessee shall submit to the City a properly executed and notarized contractor statement showing the full cost of the work as well as each separate component amount due to the contractor and each and every subcontractor involved in furnishing labor, materials, or equipment necessary to complete the façade improvement related work. In addition, the Owner/Lessee shall submit to the City proof of payment of the contract cost pursuant to the contractor's statement and final lien waivers from all contractors and subcontractors. The Owner/Lessee shall also submit to the City a copy of the architect's statement of fees for professional services for preparation of plans and specifications for the façade improvements. The City shall, within forty-five (45) days of receipt of the contractor's statement, proof of payment, and lien waivers, and the architect's statement, issue a check to the contractor as reimbursement in the total grant amount stated in SECTION 1 of this Agreement.

SECTION 12. FAILURE TO COMPLETE APPROVED SPECIFICATIONS

If the Owner/Lessee or the Owner/Lessee's CONTRACTOR fails to complete the improvement work provided for herein in conformity with the approved plans, design drawings, and specifications and the terms of this Agreement, then upon written notice being given by the City to the Owner/Lessee, by certified mail to the address listed above, this Agreement shall terminate and the financial obligation on the part of the City shall cease and become null and void.

SECTION 13. ADDITIONAL REQUIREMENTS

Recipients must abide by all applicable laws and regulations, including but not limited to the following requirements:

- a. Coronavirus State and Local Fiscal Recovery Funds, 26786 Fed. Reg. 26,786 (May 17, 2021) and 31 CFR Part 35, including required portions of 2 CFR Part 200.
- b. American Rescue Plan Act, Public Law No: 117-2.
- c. Federal Register Part II; Code of Federal Regulations Title 24, Housing and Urban Development and Title 42, Public Health, and OMB Regulations.
- d. Asbestos Compliance Per NESHAP (40 CFR Part 61), Cal OSHA Rule 1529, and South Coast AQMD Rule 1403. All applicable asbestos related regulations per Federal, State and local requirements must be adhered to.
- e. Lead-based Paint Compliance. Per 24 CFR 35, Cal OSHA Rule 1532.1, and 40 CFR Part 745. All applicable lead-based paint regulations and requirements must be adhered to.
- f. Environmental Review Commercial/Industrial Rehabilitation: Per 24 CFR Part 58, the National Environmental Policy Act (NEPA) of 1969 – Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities must be complied with.
- g. Prevailing Wage Labor Compliance. Federal Prevailing Wage requirements of the Davis-Bacon and Related Acts (DBRA) and the Federal Labor Standards Provisions (FLSP) apply to construction projects.

Additional requirements, including reporting requirements, may be communicated prior to executing a loan agreement.

SECTION 14. OWNER/CONTRACTOR REQUIREMENTS

The Owner/Lessee agrees to comply with all the requirements now in force, or which may hereafter be in force, of all municipal, county, state and federal laws, pertaining to the development and use of the Property and construction of the facade improvements, as well as operations conducted on the Property. The Owner/Lessee agrees that the City shall not be liable for, and covenants and agrees to indemnify and hold harmless the City and its officials, officers, employees, and agents from and against any and all losses, claims, damages, liabilities, or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from noncompliance with all municipal, county, state and federal laws. The Owner/Lessee will require City of Lomita Façade Improvement Agreement

any CONTRACTOR to comply with cited Local, State and Federal Laws, and will require compliance with such laws in any written agreement between the Owner/Lessee and a CONTRACTOR.

SECTION 15. INDEMNIFICATION

The Owner/Lessee releases the City from, and covenants and agrees that the City shall not be liable for, and covenants and agrees to indemnify and hold harmless the City and its officials, officers, employees, and agents from and against any and all losses, claims, damages, liabilities, or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from or in any way connected with directly or indirectly with the façade improvement(s). The Owner/Lessee further covenants and agrees to pay for or reimburse the City and its officials, officers, employees, and agents for any and all costs, reasonable attorney's fees, liabilities, or expenses incurred in connection with investigating, defending against or otherwise in connection with any such losses, claims, damages, liabilities, or causes of action. The City shall have the right to select legal counsel and to approve any settlement in connection with such losses, claims, damages, liabilities, or causes of action. The provisions of this section shall survive the completion of said façade improvement(s).

SECTION 16. NONDISCRIMINATION

The Owner/Lessee shall not discriminate against any employee or applicant for employment because of age, sex, marital status, race, handicap, color, religion, creed, ancestry, or national origin in the construction of the Improvements.

SECTION 17. INSURANCE

Owner/Lessee agrees to procure and maintain liability and property damage insurance throughout the term of the Agreement and any extension thereof in the following minimum limits:

Bodily Injury	\$ 500,000	each person
	\$1,000,000	each occurrence
	\$1,000,000	aggregate products & complete operations
Property Damage	\$ 200,000	each occurrence
	\$ 500,000	aggregate

A combined single limit policy with aggregate limits in the amount of \$1,000,000 will be considered equivalent to the required minimum limits.

The Owner/Lessee shall procure and maintain, at his sole expense, Worker's Compensation Insurance in such amounts as will fully comply with the laws of the State of California or obtain Certificates of Insurance evidencing the above insurance coverage from all contractors. The Certificate of Insurance shall provide that said insurance may not be amended or canceled by the carrier, for nonpayment of premiums or otherwise, without ten (10) days prior written notice of amendment or cancellation to Owner/Lessee.

SECTION 18. NOTICES AND COMMUNICATIONS BETWEEN THE PARTIES

Notices, demands and communications between the City and the Owner/Lessee shall be deemed sufficiently given if dispatched by registered or certified mail, postage prepaid, return receipt requested, to the principal offices of the City and the Owner/Lessee. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate by mail as provided in this Section.

SECTION 19. CONFLICTS OF INTEREST

No member, official or employee of the City or the Agency shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement that is prohibited by law.

SECTION 20. WARRANTY AGAINST CONSIDERATION FOR AGREEMENT

The Owner/Lessee warrants that it has not paid or given, and will not pay or give, to any third person, any money or other consideration for obtaining this Agreement, other than normal costs of conducting business and costs of professional services such as architects, engineers and attorneys.

SECTION 21. WARRANTY AGAINST COLLUSION WITH PAID PARTIES

The Owner/Lessee warrants that it has not, nor will not in connection with this Project, enter into any agreement whereby a paid party that OWNER requests Consideration from City returns to Owner/Lessee some portion of said payment in any manner whatsoever.

SECTION 22. NONLIABILITY OF AGENCY AND CITY OFFICIALS

No member, official or employee of the Agency or the City shall personally be liable to the Owner/Lessee, or any successor in interest of the Owner/Lessee, in the event of any default or breach by the City or for any amount which may become due to the Owner/Lessee or successor or on any obligation under the terms of this Agreement.

SECTION 23. ENFORCED DELAY EXTENSION OF TIMES OF PERFORMANCE

In addition to specific provisions of this Agreement, delay in performance by either party hereunder shall not be a default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; unusually severe weather; or any other causes beyond the control or without the fault of the party claiming an extension of time to perform. An extension of time for any such cause shall only be for the period of the enforced delay, which period shall commence to run from the time of the commencement of the cause. If, however, notice by the party claiming such extension is sent to the other party more than thirty (30) days after the commencement of the cause, the period shall commence to run only thirty (30) days prior to the giving of such notice.

SECTION 24. APPROVALS BY CITY AND OWNER

Wherever this Agreement requires the City and the Owner/Lessee to approve any contract, document, plan, proposal, specification, drawing or other matter, such approval shall not unreasonably be withheld.

SECTION 25. PLANS AND DATA

Where the Owner/Lessee does not proceed with the construction of the Improvements, and when this Agreement is terminated with respect thereto for any reason, the City shall be entitled to retain any and all plans and data pertaining thereto which are in the possession of the City to the extent such plans and data are not confidential or contain proprietary information.

SECTION 26. DEFAULTS

In the event of an alleged default under this Agreement, the non-defaulting party shall provide the defaulting party written notice. The defaulting party shall be deemed to have received such written notice at the time the notice is postmarked. If the defaulting party does not begin cure of the default within 10 days after receipt of the notice of default, the non-defaulting party may terminate this Agreement and all amounts due under the Note shall become due and payable.

SECTION 27. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS

The Agreement is executed in duplicate originals, each of which is deemed to be an original. This Agreement, together with all attachments and exhibits hereto, constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. Any waiver or modification of any provision of this Agreement must be in writing and signed by the party to be charged.

SECTION 28. UNRELATED FAÇADE IMPROVEMENTS

Nothing herein is intended to limit, restrict, or prohibit the Owner/Lessee from undertaking any other work in or about the subject premises, which is unrelated to the façade improvement provided for in this Agreement.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date first appearing above.

PROPERTY OWNER

CITY OF LOMITA

Name

City Administrator

Signature

Signature

LESSEE

Name

Signature

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other office completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of California)
) SS.
County of _____)

On _____, 20__, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other office completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of California)
) SS.
County of _____)

On _____, 20__, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

CITY OF LOMITA
Job Creation Program Agreement

THIS JOB CREATION PROGRAM AGREEMENT (“Agreement”), entered into this ____ day of _____ 2022 (“Effective Date”), between the City of Lomita, California (“City”) and the following Owner.

Owner Name: _____

Name of Business: _____

Business Tax ID#/Social Security#: _____

Address of Business: _____

WITNESSETH:

WHEREAS, the City of Lomita has established a Job Creation Program for application within the City; and

WHEREAS, said Job Creation Program is administered by the City with the approval of the City Council and is funded by the American Rescue Plan Act of 2021 (ARPA) for the purposes of enabling the City and the community to recover from the COVID-19 pandemic and improving long-term resiliency by addressing key priority areas.

WHEREAS, pursuant to the Job Creation Program, the City has agreed to participate, subject to its sole discretion in reimbursing business owners up to a maximum of \$10,000 for the creation of one permanent full-time equivalent position for low-income persons and

WHEREAS, the business is located within the City, and the business Owner desires to participate in the Job Creation Program pursuant to the terms and provisions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements obtained herein, the City and the business Owner do hereby agree as follows:

SECTION 1 JOB CREATION PROGRAM OVERVIEW

For purposes of this Agreement, “Owner” shall mean all owners of the business receiving a loan under this agreement, and “Owner(s)” and “Participant(s)” are used interchangeably. The Owner shall agree to employ one permanent full-time equivalent position for low-income persons the City shall reimburse the Owner for the creation of one permanent full-time equivalent position up to a maximum amount of \$10,000.

The actual total loan amounts per this Agreement shall not exceed \$10,000 for the Job Creation Program (the “Loan”). The position must remain in effect for one year after the initial start in employment, barring any labor laws regarding termination or other separation. After the one-year employment period, funds loaned any accumulated interest will be forgiven, provided that all other terms and conditions stated in this Agreement are met.

SECTION 2. EMPLOYMENT TERMS

The Loan is conditioned upon the creation of a new employment position for one or more low-income persons. Income levels are based on the most current data set from the Los Angeles County Area Income Limits Documentation System and adjusted for household size. The Loan Review Committee (LRC) or their designee will determine if income eligibility requirements are met of Owners's new employee. The prospective employee must be willing to submit documentation of income and household size for verification. The Owner shall provide this information to the LRC. Non-compliance with these requirements constitute a breach of the Agreement.

The following additional policies apply for new employment positions:

- a. Multiple part-time positions may be converted to full-time equivalents (i.e., two new part-time positions each working 20 hours per week would be considered 1 full-time equivalent).
- b. Only permanent positions count—temporary jobs may not be included.
- c. All permanent jobs created by the activity must be counted even if the activity has multiple sources of funding.
- d. Jobs indirectly created by an assisted activity (i.e., trickle-down jobs) may not be counted.

SECTION 3. PROGRAM PARTICIPATION PERIOD AND EMPLOYMENT START DATE

The required period of time for program compliance and loan forgiveness is one-year (the "Participation Period"), the start date is determined by the following:

- a. In cases where the business is a new business, the Participation period will begin on the business opening date or the date of the first Program eligible job created, whichever is later.
- b. If Program funds are used for the rehabilitation of an existing business, the notice of completion date will begin the Participation Period, or the date of the first Program eligible job created, whichever is later.

SECTION 4. FULL-TIME EQUIVALENT (FTE) DEFINED

For the purposes of this program, Full-Time Equivalent (FTE) is defined as forty (40) hours of paid full-time work in a seven-day period.

SECTION 5. LOAN CONDITIONS, RATES AND TERMS

The maximum loan amount obtainable under the program is \$10,000, which shall be used in accordance with the provisions of a signed Program Loan Agreement between the City and the Participants in conformance with all requirements of the City of Lomita American Rescue Plan Act – Business Assistance Program (the "Requirements"). The Loan shall be evidenced by a promissory note (the "Note," attached as Exhibit "__"), signed by the Owners, meaning all

business owners. The Loan will accrue interest at the rate of 1% per annum simple interest and does not require monthly payments. There is no pre-payment penalty, and the Owners may repay the loan at any time within the Program year.

At the conclusion of the Participation Period, Owner shall be entitled to a full credit of any principal and interest due on the Program Loan, provided that they have complied with all Requirements and are in compliance with the Agreement.

The City will generally follow the rules of the Small Business Administration as to qualification of guarantors:

- a. Active Management with any ownership equity in borrower must guaranty
- b. Shareholders/owners of 20% or more equity in borrower must guaranty regardless of active involvement in management

Guarantees may be secured or unsecured as determined by the Loan Review Committee (LRC). While collateral is not a mandatory requirement, it is intended that any available collateral from the borrower and/or guarantor(s) will be required, as well as a first lien position on any assets purchased with any Program loan funds. Junior liens on real property will be required at the discretion of the LRC. However, it will be the policy that all collateral required for loan approval will be of material value. Caution will be used whenever taking a junior lien position on collateral where there is a substantial senior lien. It shall be at the discretion of the LRC whether to waive a collateral position when available.

Titled motor vehicles, when taken as collateral, must show the City as mortgagee/lienholder on the certificate of title, and held in safekeeping by the LRC. In all cases, a UCC-1 and security agreement will be taken against all business assets acquired with Program funding.

The Program loan, accrued interest, and any other amounts due under the Program Loan Agreement is due upon the earlier of:

- a. The Owner's cessation of business at the site. The term "cessation of business" shall mean when the site is no longer used as the principal place of business for Participant's business. Participant shall give City written notice not less than thirty (30) days prior to cessation of business. If Participant should cease business at the site, Participant shall pay to the City, in cash, within fifteen (15) days of the Participant's receipt of written notification from the City of the balance due on the Note; or
- b. The sale, conveyance, transfer, hypothecation of the security, or any part thereof, or any interest therein, or divestment of title or any interest therein in any manner or way, whether voluntarily or involuntarily, without the prior written consent of the City being first had and obtained; or
- c. Failure to adhere to the provisions of the Program Loan Agreement or Program requirements; or
- d. Failure to perform any obligation under the Deed of Trust securing the Note, or any other Deed of Trust encumbering the security.

The Program Loan is not assumable except under the limited circumstances listed below, which are subject to LRC review and approval. The following allowable assumptions shall not be construed as a transfer under the provisions of this Program, provided that all obligations of this Agreement and Note are assumed in writing by the transferee and approval is received from the LRC prior to any proposed changes:

- a. The transfer of the business or business property to the surviving spouse by devise, descent or operation of the law, on the death of an owner;
- b. A transfer where the spouse becomes an owner of the business or business property;
- c. A transfer resulting from a decree of dissolution of marriage, legal separation or from an incidental property settlement agreement by which the spouse becomes an owner of the business or business property;
- d. A transfer of a business owner's interest to an existing co-owner.

SECTION 6. SALES OF BUSINESS DURING PROGRAM TERM

Any business receiving Program funding shall disclose the information and details of the loan upon sale or transfer of the business to any subsequent owner.

In the case of sale of a participating business during the one-year Program term, in order to avoid loan default, the new buyer must provide a complete application and written agreement to the City affirming assumption of all conditions of the grant for the remainder of the term. Such application and agreement must be approved by the City in order to take effect, and such approval shall not be unreasonably withheld.

SECTION 7. LOAN SUBORDINATION

If an existing loan is being refinanced and Program loan subordination is requested, then the refinance cannot increase the amount of the then outstanding debt against the property except to cover the usual and customary fees related to the refinance. All subordination requests are subject to LRC review and approval.

SECTION 8. LOAN DEFAULT

Should the Owner not meet the obligations as required in the Loan Agreement, loaned funds plus any interest and other costs will be due to the City immediately, provided that the Owner shall have a 30 day opportunity to cure any default. The City will pursue any and all remedies allowed by regulation or law until a resolution is attained. The following occurrences shall warrant LRC investigation and potential follow up action:

- a. Delinquent payment- whenever the terms of the Note are not being met in a timely manner (delinquent by more than 30 days);
- b. Violation of this Agreement
- c. Receipt of a bankruptcy notice;

- d. Filing of a "Notice of Default" by another lienholder on real property;
- e. Legal Service, such as Writs of Attachment, Tax Liens, Subpoenas for records;
- f. Death of a debtor or guarantor;
- g. Notice of significant legal action against borrower/guarantor;
- h. Returned mail from borrower's address by Post Office;
- i. A "Skip Trace" inquiry from another creditor.

Unpaid loan demands will be moved to a non-accrual status at the 90-day delinquency point unless otherwise directed by the Program Manager, or designee. Rewriting the entire Note in an effort to provide relief to the borrower should be considered after the LRC or their designee performs a detailed analysis of the financial condition of the borrower and their prospects for timely payment. The Note should only be rewritten if the outcome of that detailed analysis supports that the borrower will be able to repay on the modified terms. The LRC will review and provide a determination regarding the acceptability of any re-structured Loan with reference to the detailed analysis discussed above.

SECTION 9. UNDESIRABLE CONDITIONS

Utilizing the guidelines developed by the Small Business Administration and the Department of Housing and Urban Development, the following are undesirable conditions justifying rejection of an application in the absence of mitigating circumstances, as determined by the LRC:

- a. Requests for credit to repay existing creditors
- b. Requests for funding for businesses which do not meet the criteria specified in Section 6 A through C
- c. Loans to restricted membership or discriminatory groups/organizations
- d. Loans to uses with complete access restrictions based on age, gender, or handicap
- e. Lack of sufficient equity, or highly leveraged situations as determined by the LRC
- f. Felony convictions, dishonorable discharge or "Bad Conduct" discharge from military service (each situation will be independently evaluated)
- g. A business engaged in any unlawful activity

SECTION 10. ADDITIONAL REQUIREMENTS

Recipients must abide by all applicable laws and regulations, including but not limited to the following requirements:

- a. Coronavirus State and Local Fiscal Recovery Funds, 26786 Fed. Reg. 26,786 (May 17, 2021) and 31 CFR Part 35, including required portions of 2 CFR Part 200.
- b. American Rescue Plan Act, Public Law No: 117-2.
- c. Federal Register Part II; Code of Federal Regulations Title 24, Housing and Urban Development and Title 42, Public Health, and OMB Regulations.

- d. Asbestos Compliance Per NESHAP (40 CFR Part 61), Cal OSHA Rule 1529, and South Coast AQMD Rule 1403. All applicable asbestos related regulations per Federal, State and local requirements must be adhered to.
- e. Lead-based Paint Compliance. Per 24 CFR 35, Cal OSHA Rule 1532.1, and 40 CFR Part 745. All applicable lead-based paint regulations and requirements must be adhered to.
- f. Environmental Review Commercial/Industrial Rehabilitation: Per 24 CFR Part 58, the National Environmental Policy Act (NEPA) of 1969 – Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities must be complied with.
- g. Prevailing Wage Labor Compliance. Federal Prevailing Wage requirements of the Davis-Bacon and Related Acts (DBRA) and the Federal Labor Standards Provisions (FLSP) apply to construction projects.

Additional requirements, including reporting requirements, may be communicated prior to executing a loan agreement.

SECTION 11. NO PERSONAL LIABILITY

No member, official, agent, legal counsel or employee of the City shall be personally liable to the Participant, or any successor in interest in the event of any default or breach by the City or for any amount which may become due to Owner or successor or on any obligation under the terms of this Agreement.

SECTION 12. INDEMNIFICATION

The Owner releases the City from, and covenants and agrees that the City shall not be liable for, and covenants and agrees to indemnify and hold harmless the City and its officials, officers, employees, and agents from and against any and all losses, claims, damages, liabilities, or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from or in any way connected with directly or indirectly with the façade improvement(s). The Owner further covenants and agrees to pay for or reimburse the City and its officials, officers, employees, and agents for any and all costs, reasonable attorney's fees, liabilities, or expenses incurred in connection with investigating, defending against or otherwise in connection with any such losses, claims, damages, liabilities, or causes of action. The City shall have the right to select legal counsel and to approve any settlement in connection with such losses, claims, damages, liabilities, or causes of action. The provisions of this section shall survive the completion of said Job Creation Program.

SECTION 13. BODILY INJURY AND PROPERTY DAMAGE INSURANCE.

Participant shall obtain and maintain such liability insurance as the City may require which shall protect Participant, City from claims for such damages. The insurance required by this Agreement shall include a commercial general liability policy with policy limits of not less than Two Million Dollars (\$2,000,000.00) combined single limit, including contractual liability. Such insurance shall be maintained until the repayment by Participant of City's Loan. City may terminate this Agreement and demand payment of all amounts outstanding due under the Loan if the above insurance

is not maintained.

Participant shall furnish an original certificate of insurance countersigned by an authorized agent of the insurance carrier on a form of the insurance carrier setting forth the general provisions of the insurance coverage. This countersigned certificate for the liability policies named above shall name the City as additional insureds under the policy. The certificate by the insurance carrier shall contain a statement of obligation on the part of the carrier to notify City by certified mail of any material change, cancellation or termination of the coverage at least thirty (30) days in advance of the effective date of any such material change, cancellation or termination. Coverage provided hereunder by Participant shall be primary insurance and not contributing with any insurance maintained by City, and the policy shall contain such an endorsement. The insurance policy or the certificate of insurance shall contain a waiver of subrogation for the benefit of City. The required certificate shall be furnished by Participant within ten (10) days following City's execution of this Agreement.

SECTION 14. LOCAL EMPLOYMENT

To the greatest extent possible, Participant shall employ lower income residents of the City or area in its operations at the Site. (Section 3, Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 et. sec.).

SECTION 15. NONDISCRIMINATION

The Owner shall not discriminate against any employee or applicant for employment because of age, sex, marital status, race, handicap, color, religion, creed, ancestry, or national origin.

SECTION 16. ENFORCED DELAY: EXTENSION OF TIMES OF PERFORMANCE

In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to war; insurrections; strikes; lock-outs; riots, floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; litigation (including unlawful detainer actions and condemnation actions); unusually severe weather; inability to secure necessary labor, materials and tools; delays of any contractor, subcontractor or supplier; acts of the other party; acts or failure to act of the City or any other public or governmental entity (other than that acts or failure to act of City shall not excuse performance by City) or any other causes beyond the control or without the fault of the party claiming an extension of time to perform. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by City and Participant.

SECTION 17 ENTIRE AGREEMENT.

This Agreement contains the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date first appearing above.

BUSINESS OWNER

CITY OF LOMITA

Name

City Administrator

Signature

Signature

BUSINESS OWNER

Name

Name

Signature

Signature



CITY OF LOMITA CITY COUNCIL REPORT

TO: City Council **Item No. 7n**

FROM: Ryan Smoot, City Manager

PREPARED BY: Carla Dillon, P.E., Public Works Director

MEETING DATE: December 20, 2022

SUBJECT: Resolution Approving and Authorizing the City Manager to Execute the Transfer Agreement with the Los Angeles County Flood Control District

RECOMMENDATION

1) Adopt Resolution No. 2022-38, approving and authorizing the City Manager to execute the Transfer Agreement No. 2022RPSSMB01, Safe, Clean Water Program, Regional Program with the Los Angeles County Flood Control District; and 2) Authorize the City Manager to approve non-substantive edits to the Agreement in a form approved by the City Attorney.

BACKGROUND

In 2018, voters approved Measure W (Safe, Clean Water (SCW) Program), authorizing property fees for regional water quality and capture to reduce reliance on imported water. There are three elements to the program: Administration, Municipal, and Regional. The Transfer Agreement will allow Lomita to receive direct funding via the Regional Program for design of the Downtown Lomita Multi-Benefit Stormwater Project ("Project"). The Regional Program focuses on the implementation, O&M, and administration of watershed-based Projects and Programs.

The purpose of the Project is to capture and divert 5.6 acre-feet of stormwater from three County storm drains in the downtown area of Lomita to an infiltration gallery and a series of drywells. Additional features include bioretention areas, pervious pavement, and the planting of vegetation with drought-tolerant, native plants along Lomita Boulevard.

Pursuant to Los Angeles County's Flood Control District Code, Chapters 16 and 18, the Los Angeles County Flood Control District (the "District") administers the SCW Program. Under the SCW Program, projects such as the Project are eligible for certain funding to increase stormwater and urban runoff capture and reduce stormwater and urban runoff

pollution in the District’s jurisdiction. The District is willing to enter into a Safe Clean Water Program Municipal Transfer Agreement with the City (a copy of which is attached as Attachment 2 to this staff report) (the “Agreement”).

The Resolution would authorize the City Manager to execute the Agreement, and further authorize the City Manager to take any other action required to effectuate the Agreement.

OPTIONS:

1. Approve staff’s recommendation.
2. Take no action. The City will be ineligible to receive funding from the District for the Project.

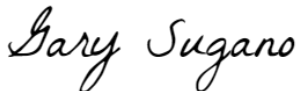
FISCAL IMPACT

Funding from the Agreement will provide for approximately 50% of the expenses of the design of the Downtown Lomita Multi-Benefit Stormwater Project. The full cost of design is expected to be \$898,800. The remaining 50% is intended to be funded using local Municipal Safe Clean Water funds.

ATTACHMENTS

1. Resolution
2. Agreement No. 2022RPSSMB01

Reviewed by:



Gary Y. Sugano
Assistant City Manager

Approved by:



Ryan Smoot
City Manager

Prepared by:



Carla Dillon, PE
Public Works Director

RESOLUTION NO. 2022-38

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE TRANSFER AGREEMENT NO. 2022RPSSMB01, SAFE, CLEAN WATER PROGRAM – REGIONAL PROGRAM WITH THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

WHEREAS, District, pursuant to the Los Angeles Region Safe, Clean Water (SCW) Program ordinance (Chapter 16 of the Los Angeles County Flood Control District Code) and the SCW Program Implementation Ordinance (Chapter 18 of the Los Angeles County Flood Control District Code), administers the SCW Program for the purpose of funding Projects and Programs to increase stormwater and urban runoff capture and reduce stormwater and urban runoff pollution in the District; and

WHEREAS, Recipient proposes to implement a Funded Activity (as hereafter defined) that is eligible for funding under the SCW Program; and

WHEREAS, the Funded Activity is included in a Stormwater Investment Plan (SIP) that has been approved by the County of Los Angeles Board of Supervisors; and

WHEREAS, the Board approved a standard template Agreement as required by and in accordance with Section 18.09 of the Los Angeles County Flood Control District Code.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOMITA AS FOLLOWS:

SECTION 1. The City Council hereby approves and authorizes the City Manager to execute the Safe Clean Water Program Municipal Transfer Agreement with the Los Angeles County Flood Control District, in the form attached to this Resolution as **Exhibit “1,”** and to take any further action required to effectuate the Safe Clean Water Program Municipal Transfer Agreement.

SECTION 2. The City Clerk shall certify to the adoption of this Resolution and shall cause the same to be processed in the manner required by law.

PASSED, APPROVED, AND ADOPTED this 20th day of December 2022.

Barry Waite, Mayor

ATTEST:

Kathleen Horn Gregory, CMC, City Clerk

APPROVED AS TO FORM:

Trevor Rusin, City Attorney

**TRANSFER AGREEMENT BETWEEN
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
AND
City of Lomita
AGREEMENT NO. 2022RPSSMB01
SAFE, CLEAN WATER PROGRAM – REGIONAL PROGRAM**

This Transfer Agreement, hereinafter referred to as "Agreement," is entered into as of November 21, 2022 by and between the Los Angeles County Flood Control District, hereinafter referred to as "District," and City of Lomita for Downtown Lomita Multi-Benefit Stormwater Project, hereinafter referred to as "Recipient."

WHEREAS, District, pursuant to the Los Angeles Region Safe, Clean Water (SCW) Program ordinance (Chapter 16 of the Los Angeles County Flood Control District Code) and the SCW Program Implementation Ordinance (Chapter 18 of the Los Angeles County Flood Control District Code), administers the SCW Program for the purpose of funding Projects and Programs to increase stormwater and urban runoff capture and reduce stormwater and urban runoff pollution in the District;

WHEREAS, Recipient proposes to implement a Funded Activity (as hereafter defined) that is eligible for funding under the SCW Program;

WHEREAS, the Funded Activity is included in a Stormwater Investment Plan (SIP) that has been approved by the County of Los Angeles Board of Supervisors;

WHEREAS, the Board approved a standard template Agreement as required by and in accordance with Section 18.09 of the Los Angeles County Flood Control District Code;

NOW, THEREFORE, in consideration of the promises, mutual representations, covenants and agreements in this Agreement, the District and the Recipient, each binding itself, its successors and assigns, do mutually promise, covenant, and agree as follows:

I. DEFINITIONS

The definitions set forth in Sections 16.03 and 18.02 of the Los Angeles County Flood Control District Code shall apply to this Agreement. In addition, the following definitions shall also apply:

"Activity Completion" means that the Funded Activity is complete to the reasonable satisfaction of the District based on review of reports and other documentation as deemed appropriate by the District. If the Funded Activity is an Infrastructure Program Project on District Right-of-Way a separate use and maintenance agreement is required.

"Activity Costs" means the total costs necessary to achieve Activity Completion. The Activity Costs for the Funded Activity are described in Exhibit A.

"Agreement" means this Transfer Agreement, including all exhibits and attachments hereto.

“Budget Plan” means a Recipient’s plan for funding Activity Completion, including a description of all sources of funds for Activity Costs and a description of how the SCW Program Contribution will be allocated among the tasks identified in the Scope of Work within each fiscal year. Recipient's Budget Plan is described in Exhibit A.

“Days” means calendar days unless otherwise expressly indicated.

“Fiscal Year” means the period of twelve (12) months terminating on June 30 of any year.

“Funded Activity” means the Infrastructure Program Project, or Scientific Study described in Exhibit A – Scope of Work, including the Stakeholder and Community Outreach Plan and all other tasks and activities described in Exhibit A.

“Safe Clean Water (SCW) Program Contribution” means the portion of the Activity Costs to be paid for with Regional Program funds provided by the District from the SCW Program as described in the Budget Plan.

“Year” means calendar year unless otherwise expressly indicated.

I. PARTY CONTACTS

The District and the Recipient designate the following individuals as the primary points of contact and communication regarding the Funded Activity and the administration and implementation of this Agreement.

Los Angeles County Flood Control District		Recipient:	
Name:	Melanie Morita	Name:	Carla Dillon
Address:	11th Floor, PO Box 1460, Alhambra, CA 91802-1460	Address:	24300 Narbonne Ave., Lomita, CA 90717
Phone:	(626) 300-2380	Phone:	310-325-7110 x124
Email:	mmorita@dpw.lacounty.gov	Email:	c.dillon@lomitacity.com

Either party to this Agreement may change the individual identified above by providing written notice of the change to the other party.

II. EXHIBITS INCORPORATED BY REFERENCE

The following exhibits to this Agreement, including any amendments and supplements hereto, are hereby incorporated herein and made a part of this Agreement:

EXHIBIT A – SCOPE OF WORK

EXHIBIT B – GENERAL TERMS AND CONDITIONS

EXHIBIT C – SPECIAL CONDITIONS

EXHIBIT D – ADDENDUM TO AGREEMENT

EXHIBIT E – NATURE-BASED SOLUTIONS (Best Management Practices)

EXHIBIT F – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT

III. ACTIVITY COMPLETION

- A. The Recipient shall implement and complete the Funded Activity in accordance with the work schedule described in Exhibit A,
- B. The Recipient shall comply with the terms and conditions in Exhibits A, B, C, D, E, and F of this Agreement, and all applicable provisions of Chapters 16 and 18 of the Code.
- C. The Recipient shall fulfill all assurances, declarations, representations, and commitments made by the Recipient in its application for SCW Program Contributions, accompanying documents, and communications filed in support of its application for SCW Program Contributions.

IV. SCW PROGRAM FUNDING FOR FUNDED ACTIVITY

- A. The District shall disburse the SCW Program Contribution for the 2022-2023 Fiscal Year as described in the corresponding approved Stormwater Investment Plan (SIP) within 45-days of the execution of this Agreement by the last party to sign.
- B. If the Funded Activity is included in a duly approved SIP for a subsequent Fiscal Year, the parties shall enter into an addendum to this Agreement, in the form attached as Exhibit D, regarding the disbursement of the SCW Program Contribution for that subsequent Fiscal Year. The Recipient expressly acknowledges and agrees that the District is not obligated to disburse any SCW Program Contributions to Recipient for any Fiscal Year beyond the 2022-23 Fiscal Year unless the Funded Activity is included in a duly approved SIP for a subsequent Fiscal Year, the Recipient has complied with the provisions related to the California Environmental Quality Act in Exhibit C, and the parties have duly executed an addendum to this Agreement for that Fiscal Year.
- C. Notwithstanding any other provision of this Agreement, no disbursement shall be made at any time or in any manner that is in violation of or in conflict with federal, state, County laws, policies, or regulations.
- D. All disbursements shall be subject to and be made in accordance with the terms and conditions in this Agreement and Chapters 16 and 18 of the Code.
- E. The Recipient shall submit the scope of work described in Exhibit A 45-days after receipt of this Agreement. If the Funded Activity is included in a duly approved SIP for a subsequent Fiscal Year, subsequent Exhibit A – Scope of Work will be required 45-days after receipt of the addendum to this Agreement.

V. Execution of Agreement

This Agreement may be executed simultaneously or in any number of counterparts, including both counterparts that are executed manually on paper and counterparts that are in the form of electronic records and are executed electronically, whether digital or encrypted, each of which shall be deemed an original and together shall constitute one and the same instrument.

The District and the Recipient hereby agree to regard facsimile/electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on this Agreement and on any addenda or amendments thereto, delivered or sent via facsimile or electronic mail or other electronic means, as legally sufficient evidence that such original signatures have been affixed to this Agreement and any addenda or amendments thereto such that the parties need not follow up facsimile/electronic transmissions of such documents with subsequent (non-facsimile/electronic) transmission of "original" versions of such documents.

Further, the District and the Recipient: (i) agree that an electronic signature of any party may be used to authenticate this Agreement or any addenda or amendment thereto, and if used, will have the same force and effect as a manual signature; (ii) acknowledge that if an electronic signature is used, the other party will rely on such signature as binding the party using such signature, and (iii) hereby waive any defenses to the enforcement of the terms of this agreement based on the foregoing forms of signature.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

South Santa Monica Bay

City of Lomita

Downtown Lomita Multi-Benefit Stormwater Project

By: _____

Name:

Title:

Date: _____

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT:

By: _____

Name: Carolina T Hernandez

Title: Assistant Deputy Director

Date: _____

EXHIBIT A – SCOPE OF WORK

A-1. Budget Plan

The Recipient shall submit a detailed Budget Plan for all eligible expenditures for all phases and tasks included in the work schedule for the Funded Activity. The Recipient shall include a summary of leveraged funds and in-kind services for the Funded Activity. For a Funded Activity that will be performed over more than one Fiscal Year, the Budget Plan must clearly identify the amount of SCW Program Contribution for each Fiscal Year.

A-1. Consistent with SCW Program Goals

By signing this Agreement, the Recipient shall provide certification that the Budget Plan is consistent with SCW Program Goals as described in Chapter 18.04 of the Code.

The Recipient shall include a summary of how the identified SCW Program Goals are expected to be achieved through the Funded Activity, including quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters.

A-2. Estimated Reasonable Total Activity Cost

The Recipient shall submit a detailed estimate total Activity Cost for all phases and tasks included in the work schedule for the Funded Activity.

A-3. Funded Activity Description and Scope of Work

The Recipient shall provide a general description of the Funded Activity and a detailed scope of work. The scope of work may include:

1. Project Management, including required reporting
2. General Compliance Requirements/Project Effectiveness and Performance
3. Permitting and Environmental Compliance
4. Planning, Design, and Engineering
5. Stakeholder and Community Outreach/Engagement Activities
6. Right of Way Acquisition
7. Construction and Implementation
8. Operation and Maintenance

A-4. Operations and Maintenance (O&M) Plan

Where the Funded Activity is an Infrastructure Program Project, the Recipient shall submit a plan describing the activities that are expected to be necessary to perform O&M for the Infrastructure Program Project to ensure it remains in good working order throughout the useful life of the Infrastructure Program Project using SCW Program Contributions. The O&M plan shall address the activities described in Exhibit F to the greatest extent feasible and in as much detail as possible based on the completeness of the Project design and construction. The Recipient shall update the O&M plan in connection with each Addenda until completion of the Infrastructure Program Project and the submittal of a final O&M plan.

The Recipient shall specifically identify the entity that will be performing the O&M for the lifetime of the Project. If this is not the Recipient, the Recipient shall submit a letter of commitment from the entity that will be performing the O&M (See Exhibit F, for example activities). The letter of commitment shall include details demonstrating how the provider is qualified and capable of providing the necessary ongoing O&M services.

The Recipient may elect to request the local Municipality or District to provide O&M for the useful life of the Infrastructure Program Project using SCW Program Contributions. If the Recipient does not elect to seek the District's services or if the District is unable to provide the services as requested, the Recipient shall include in the letter of commitment reference to the above details demonstrating how the provider is qualified and capable of providing the necessary ongoing O&M services.

A-5. Post-Construction Monitoring

Where the Funded Activity is an Infrastructure Program Project, stormwater quality monitoring data shall be collected and reported in a manner consistent with the SWRCB database, the CEDEN for a period of three years. The Recipient shall submit a post-construction monitoring plan when the design phase is complete. The post-construction monitoring plan will evaluate the effectiveness of stormwater treatment facilities and include the project description; quality objectives; sampling design; sampling procedures; quality control; data management verification, and reporting; data quality assessment; and data analysis procedures.

A-6. Sustainability Rating

Where the Funded Activity is an Infrastructure Program Project that has applied for Institute for Sustainable Infrastructure (ISI) verification, the Recipient shall submit the final score and Envision award level.

A-7. Stakeholder and Community Outreach/Engagement Plan

The Recipient shall submit a Stakeholder and Community Outreach/Engagement Plan for Infrastructure Program Projects and include a discussion of how local NGOs or CBOs will be involved, if applicable, and if not, why. Additional outreach/engagement

activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach. The plan shall, at a minimum include:

1. Community outreach activities to provide information to residents and information about upcoming meetings or other engagement activity event is scheduled. Outreach methods used should be appropriate in scale and type to the community being served. Outreach methods include but are not limited to: Online Media Outreach (email blasts, social media, publication on a website) Local Media Outreach (newsletters, local and regional newspapers, and local radio and television) and/or Grassroots Outreach (door-to-door canvassing, phone banking, surveys and focus groups, and distribution of flyers or other printed materials). The District will support outreach efforts through web-based platforms if requested at least four weeks prior to the requested publish date. The District should be included in all social media outreach and notified of all meetings and other engagement events.
1. Community engagement activities solicit, address and seek input from community members for Funded Activities. These events may occur as part of any public meeting with multiple agenda items such as council, commission or committee meetings where public input is invited; or at festivals, fairs, or open houses where a table or booth may be set up.
2. Stakeholder and Community Outreach/Engagement Plan requirements:

Stakeholder and Community Outreach/Engagement Plan activities should occur at the onset of the project, during the design phase, and during construction.

Infrastructure Program Project Funds	Required Activity 1	Required Activity 2
Up to \$2 M	Outreach or Engagement	
Up to \$10 M	Outreach	≥1 Engagement
Over \$10 M	Outreach	≥ 2 Engagements

3. If the Funded Activity is for the O&M of an Infrastructure Program Project Stakeholder and Community Outreach/Engagement Plan activities should occur biennially to remind communities of the SCW Program Contribution.
4. Activities and measures to mitigate against displacement and gentrification. This includes, as applicable, an acknowledgment that the Funded Activity will be fully subject to and comply with any County-wide displacement policies as well as with any specific anti-displacement requirements associated with other funding sources.

A-8. Tracking Infrastructure Program Project Benefits

The Recipient shall submit an overview of the benefits achieved upon the Activity Completion. SOW shall include quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters.

A-9. Work Schedule and Completion Date

The Recipient shall submit a detailed schedule, including start and completion dates for all phases and tasks of the scope of work for the Funded Activity. For Funded Activities that will be performed over more than one Fiscal Year, the work schedule must clearly identify the phases and tasks that will be performed in each Fiscal Year.

EXHIBIT B – GENERAL TERMS AND CONDITIONS

B-1. Accounting and Deposit of Funding Disbursement

1. SCW Program Contributions distributed to the Recipient shall be held in a separate interest-bearing account and shall not be combined with other funds. Interest earned from each account shall be used by the Recipient only for eligible expenditures consistent with the requirements of the SCW Program.
1. The Recipient shall not be entitled to interest earned on undisbursed SCW Program Contributions; interest earned prior to disbursement is property of the District.
2. The Recipient shall operate in accordance with Generally Accepted Accounting Principles (GAAP).
3. The Recipient shall be strictly accountable for all funds, receipts, and disbursements related to all SCW Program Contributions made to the Recipient.

B-1. Acknowledgement of Credit and Signage

The Recipient shall include appropriate acknowledgement of credit to the District for its support when promoting the Funded Activity or using any data and/or information developed under this Agreement. When the Funded Activity involves the construction phase of an Infrastructure Program Project, signage shall be posted in a prominent location at Project site(s) or at the Recipients headquarters and shall include the Safe, Clean Water Program color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Los Angeles County Flood Control District's Safe, Clean Water Program." At a minimum the sign shall be 2' x 3' in size. The Recipient shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

When the Funded Activity involves a scientific study, the Recipient shall include the following statement in the study report: "Funding for this study has been provided in full or in part from the Los Angeles County Flood Control District's Safe, Clean Water Program." The Recipient shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

B-2. Acquisition of Real Property – Covenant

Any real property acquired in whole or in part with SCW Program funds shall be used for Projects and Programs that are consistent with the SCW Program Goals and with the provisions of Chapter 16 and 18 of the Code.

Any Recipient that acquires the fee title to real property using, in whole or in part, SCW Program funds shall record a document in the office of the Registrar-Recorder/County Clerk containing a covenant not to sell or otherwise convey the real property without the

prior express written consent of the District, which consent shall not be unreasonably withheld.

B-3. Amendment

Except as provided in Section II of the Agreement, no amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral or written understanding or agreement not incorporated in this Agreement is binding on any of the parties.

B-4. Assignment

The Recipient will not assign this Agreement without the prior consent of the District.

B-5. Audit and Recordkeeping

1. The Recipient shall retain for a period of seven (7) years after Activity Completion, all records necessary in accordance with Generally Accepted Accounting Principles to determine the amounts expended, and eligibility of Projects implemented using SCW Program Contributions. The Recipient, upon demand by authorized representatives of the District, shall make such records available for examination and review or audit by the District or its authorized representatives. Records shall include accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files, including documentation covering negotiated settlements, invoices, and any other supporting evidence deemed necessary to substantiate charges related to SCW Program Contributions and expenditures.
1. The Recipient is responsible for obtaining an independent audit to determine Funded Activity compliance with the terms and conditions of this Agreement and all requirements applicable to the Recipient contained in chapters 16 and 18 of the Code promptly upon Activity Completion. For a Funded Activity that will be performed over the course of a period exceeding three years, the District may also perform an interim independent audit every three (3) years until Activity Completion. Audits shall be funded with Regional Program funds.
2. Recipient shall file a copy of the Activity Completion audit report with the District by the end of the ninth (9th) month from Activity Completion. Recipient shall file a copy of all interim audit reports by the ninth (9th) month from the end of each three (3) year period. Audit reports shall be posted on the District's publicly accessible website.

End-of-Activity		Every Third Fiscal Year		
<u>Projected End Date</u>	<u>Audit Report Due to District</u>	<u>SIP Fiscal Year</u>	<u>Audit Period</u>	<u>Audit Report Due to District</u>
1/15/2024	No later than 10/31/2024	2022-24	7/1/2022 to 6/30/2025	No later than 3/31/2026

3. Upon reasonable advanced request, the Recipient shall permit the Chief Engineer, at the District's cost and expense, to examine the Funded Activity. The Recipient shall permit the authorized District representative, including the Auditor-Controller, at the District's cost and expense, to examine, review, audit, and transcribe any and all audit reports, other reports, books, accounts, papers, maps, and other records that relate to the Funded Activity.
4. Expenditures determined by an audit to be in violation of any provision of Chapters 16 or 18 of the Code, or of this Agreement, shall be subject to the enforcement and remedy provisions of Section 18.14 of the Code.

If at any time the Funded Activity cannot fulfill the provisions outlined in Exhibit A, the accounts and books of the Recipient may be reviewed or audited by the District.

B-6. Availability of Funds

District's obligation to disburse the SCW Program Contribution is contingent upon the availability of sufficient funds to permit the disbursements provided for herein. If sufficient funds are not available for any reason including, but not limited to, failure to fund allocations necessary for disbursement of the SCW Program Contribution, the District shall not be obligated to make any disbursements to the Recipient under this Agreement. This provision shall be construed as a condition precedent to the obligation of the District to make any disbursements under this Agreement. Nothing in this Agreement shall be construed to provide the Recipient with a right of priority for disbursement over any other recipient. If any disbursements due the Recipient under this Agreement are deferred because sufficient funds are unavailable, it is the intention of the District that such disbursement will be made to the Recipient when sufficient funds do become available, but this intention is not binding. If this Agreement's funding for any fiscal year is reduced or deleted by order of the Board, the District shall have the option to either cancel this Agreement with no liability occurring to the District or offer an amendment to the Recipient to reflect the reduced amount.

1. The Recipient will not seek disbursement of any Activity Costs that will be disbursed or reimbursed from other funding sources.
1. The Recipient agrees that it will not request a disbursement unless that cost is allowable, reasonable, and allocable.

B-7. Choice of Law

The laws of the State of California govern this Agreement.

B-8. Claims

Any claim of the Recipient is limited to the rights, remedies, and claims procedures provided to the Recipient under this Agreement. Recipient expenditures of a SCW Program Contribution that involves the District shall utilize a separate and specific agreement to that Project that includes appropriate indemnification superseding that in this Agreement.

B-9. Completion of Funded Activity by the Recipient

The Recipient agrees to pay any and all Activity Costs in excess of the SCW Program Contribution necessary for Activity Completion. The Recipient expressly acknowledges and agrees that if the SCW Program Contribution is not sufficient to pay the Activity Costs in full, the Recipient shall nonetheless complete the Funded Activity and pay that portion of the Activity Costs in excess of the SCW Program Contribution, subject to the provisions of Exhibit C, as applicable.

B-10. Compliance with Law, Regulations, etc.

The Recipient shall, at all times, comply with and require its contractors and subcontractors to comply with all applicable County, state and federal laws, rules, guidelines, regulations, and requirements. Without limitation of the foregoing, the Recipient agrees that, to the extent applicable, the Recipient shall comply with the Code.

B-11. Competitive Bidding and Procurements

The Recipient's contracts with other entities for the acquisition of goods and services and construction of public works with SCW Program Contributions must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Recipient does not have a written policy to award contracts through a competitive bidding or sole source process, the State Contracting Manual rules must be followed and are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting#@ViewBag.JumpTo>

B-12. Continuous Use of Funded Activity; Lease or Disposal of Funded Activity

Where the Funded Activity involves an Infrastructure Program Project, the Recipient shall not abandon, substantially discontinue use of, lease, or dispose of all or a significant part or portion of the Funded Activity during the useful life of 30 years of the Funded Activity without prior written approval of the District. Such approval may be conditioned as determined to be appropriate by the District, including a condition requiring repayment of pro rata amount of all disbursed SCW Program Contributions together with interest on

said amount accruing from the date of abandonment, substantial discontinuance, lease or disposal of the Project.

B-13. Default Provisions

The Recipient will be in default under this Agreement under any of the following circumstances:

1. The Recipient has made or makes any false warranty, representation, or statement with respect to this Agreement, any addendum or the application filed to obtain this Agreement;
1. The Recipient materially breaches this Agreement or any addendum, including but not limited to:
 - a. Fails to operate or maintain Project in accordance with this Agreement;
 - b. Fails to submit timely Quarterly Progress/Expenditure Reports.
 - c. Fails to remain in Good Standing (see Section B-34, below).
 - d. The Recipient fails to maintain reasonable progress toward SCW Program Goals as described in Section 18.04 of the Code, following an opportunity to cure.
 - e. The Recipient fails to maintain reasonable progress toward Project Completion.
 - f. Use of SCW Program Contributions for ineligible expenses and/or activities not consistent with the Agreement.
 - g. Inappropriate use of SCW Program Contributions, as deemed by the District

Should an event of default occur, the District shall provide a notice of default to the Recipient and shall give the Recipient at least ten calendar days or such longer period as the District, in its reasonable discretion, may authorize, to cure the default from the date the notice is sent via first-class mail to the Recipient. If the Recipient fails to cure the default within the time prescribed by the District, the District may do any of the following:

1. Declare the SCW Program Contribution be immediately repaid, with interest, which shall be equal to the State of California general obligation bond interest rate in effect at the time of the default.
1. Terminate any obligation to make future payments to the Recipient.
2. Terminate the Agreement.

3. Take any other action that it deems necessary to protect its interests.

The Recipient shall not be in default under this Agreement as a result of any breach of this Agreement by the Recipient that is the direct result of the District's failure to make a SCW Program Contribution for any Fiscal Year. Under these circumstances the District may, in its reasonable discretion, terminate this Agreement by providing the Recipient with a written notice of termination. If this Agreement is terminated pursuant to this paragraph, the parties shall thereafter have no further obligations to each other in connection with the Funded Activity except that the Recipient's indemnification obligations shall survive the termination of this Agreement and continue in full force and effect.

B-14. Disputes

Should a dispute arise between the parties, the party asserting the dispute will notify the other parties in writing of the dispute. The parties will then meet and confer within 21 calendar days of the notice in a good faith attempt to resolve the dispute.

If the matter has not been resolved through the process set forth in the preceding paragraph, any party may initiate mediation of the dispute. Mediation will be before a retired judge or mediation service mutually agreeable to the parties. All costs of the mediation, including mediator fees, will be paid one-half by the District and one-half by the Recipient. SCW Program Contributions shall not be used to pay for any costs of the mediation.

The parties will attempt to resolve any dispute through the process set forth above before filing any action relating to the dispute in any court of law.

B-15. Final Inspection and Certification of Registered Professional

Where the Funded Activity is an Infrastructure Program Project, upon completion of the design phase and before construction, the Recipient shall provide certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist) that the design has been completed.

Where the Funded Activity is an Infrastructure Program Project, upon completion of the Project, the Recipient shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist), that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Agreement.

B-16. Force Majeure.

In the event that Recipient is delayed or hindered from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials not related to the price thereof, riots, insurrection, war, or other reasons of a like nature beyond the control of the Recipient, then performance of such acts shall be

excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

B-17. Funded Activity Access

When the Funded Activity involves an Infrastructure Program Project the Recipient shall, upon receipt of reasonable advance notice from the District, ensure that the District or any authorized representative of the foregoing, will have safe and suitable access to the site of the Funded Activity at all reasonable times through Activity Completion.

B-18. Funding Considerations and Exclusions

1. All expenditures of the SCW Program Contribution by Recipient must comply with the provisions of Chapters 16 and 18 of the Code, including but not limited to the provisions regarding eligible expenditures contained in Section 16.05.A.2 and the provision regarding ineligible expenditures contained in Section 16.05.A.3.
2. SCW Program Contributions shall not be used in connection with any Funded Activity implemented as an Enhanced Compliance Action ("ECA") and/or Supplemental Environmental Project ("SEP") as defined by State Water Resources Control Board Office of Enforcement written policies, or any other Funded Activity implemented pursuant to the settlement of an enforcement action or to offset monetary penalties imposed by the State Water Resources Control Board, a Regional Water Quality Control Board, or any other regulatory authority; provided, however, that SCW funds may be used for a Funded Activity implemented pursuant to a time schedule order ("TSO") issued by the Los Angeles Regional Water Quality Control Board if, at the time the TSO was issued, the Funded Activity was included in an approved watershed management program (including enhanced watershed management programs) developed pursuant to the MS4 Permit.

Recipient certifies that: (a) the Funded Activity is not being implemented as an ECA or SEP; (b) the Funded Activity is not being implemented pursuant to the settlement of an enforcement action or to offset monetary penalties imposed by the State Water Resources Control Board, a Regional Water Quality Control Board, or any other regulatory authority; and (c) the Funded Activity is not being implemented pursuant to a TSO issued by the Los Angeles Regional Water Quality Control Board unless, at the time the TSO was issued, the Funded Activity was included in an approved watershed management program (including enhanced watershed management programs) developed pursuant to the MS4 Permit.

B-19. Indemnification

The Recipient shall indemnify, defend and hold harmless the District and their elected and appointed officers, agents, and employees from and against any and all liability and expense arising from any act or omission of the Recipient, its officers, employees, agents, or subconsultants or contractors in conjunction with Recipient's performance under or pursuant to this Agreement, including defense costs, legal fees, claims, actions, and

causes of action for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury, or property damage.

B-20. Independent Actor

The Recipient, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the District.

The Recipient shall not contract work with a contractor who is in a period of debarment from any agency within the District. (LACC Chapter 2.202)

B-21. Integration

This is an integrated Agreement. This Agreement is intended to be a full and complete statement of the terms of the agreement between the District and Recipient, and expressly supersedes any and all prior oral or written agreements, covenants, representations and warranties, express or implied, concerning the subject matter of this Agreement.

B-22. Lapsed Funds

1. The Recipient shall be able to carry over uncommitted Special Parcel Tax funds for up to five (5) years from the end of the fiscal year in which those funds are transferred from the District to the Recipient.
1. If the Recipient is unable to expend the SCW Program Contribution within five (5) years from the end of the Fiscal Year in which those funds are transferred from the District to the Recipient, then lapsed funding procedures will apply. Lapsed funds are funds that were transferred to the Recipient but were not committed to eligible expenditures by the end of the fifth (5th) fiscal year after the fiscal year in which those funds were transferred from the District.
2. Lapsed funds shall be allocated by the Watershed Area Steering Committee of the respective Watershed Area to a new Project with benefit to that Municipality or Watershed Area.
3. In the event that funds are to lapse, due to circumstances beyond the Recipient's control, then the Recipient may request an extension of up to twelve (12) months in which to commit the funds to eligible expenditures. Extension Requests must contain sufficient justification and be submitted to the District in writing no later than three (3) months before the funds are to lapse.
4. The decision to grant an extension is at the sole discretion of the District.
5. Funds still uncommitted to eligible expenditures after an extension is granted will be subject to lapsed funding procedures without exception.

6. Example:

<u>Fiscal Year Transferred</u>	<u>Funds Lapse After</u>	<u>Extension Request Due</u>	<u>Commit By</u>
2022–23	6/30/2028	No later than 3/31/2028	No later than 6/30/2029

B-23. Modification

This Agreement may be amended or modified only by mutual written consent of the Board and Recipient.

B-24. Non-Discrimination

The Recipient agrees to abide by all federal, state, and County laws, regulations, and policies regarding non-discrimination in employment and equal employment opportunity.

B-25. No Obligation of the District

The District will transfer the SCW Program Contribution to the Recipient for the funding of the Funded Activity. The District will have no further obligation, other than to transfer the funds, with respect to the Funded Activity itself.

B-26. No Third-Party Rights

The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation, or undertaking established herein

B-27. Notice

1. The Recipient shall notify the District in writing within five (5) working days of the occurrence of the following:
 - a. Bankruptcy, insolvency, receivership or similar event of the Recipient; or
 - a. Actions taken pursuant to State law in anticipation of filing for bankruptcy.
1. The Recipient shall notify the District within ten (10) working days of any litigation pending or threatened against the Recipient regarding its continued existence, consideration of dissolution, or disincorporation.
2. The Recipient shall notify the District promptly of the following:
 - a. Any significant deviation from in the submitted scope of the Funded Activity for the current Fiscal Year, including discussion of any major changes to the scope of the Funded Activity, noteworthy delays in implementation, anticipated

reduction in benefits, and/or modifications that change the SCW Program Goals intended to be accomplished by the Funded Activity. Under no circumstances may the Recipient make changes to the scope of the Funded Activity without receiving prior approval.

- a. Cessation of work on the Funded Activity where such cessation of work is expected to or does extend for a period of thirty (30) days or more;
- b. Any circumstance, combination of circumstances, or condition, which is expected to or does delay Activity Completion;
- c. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Recipient agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource. When the District is acting as the Lead Agency under CEQA for the Funded Activity, all work in the area of the find will remain suspended until the District has determined what actions should be taken to protect and preserve the resource and the Recipient agrees to implement appropriate actions as directed by the District;
- d. Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by District representatives with at least fourteen (14) days' notice to the District;
- e. Activity completion.

B-28. Public Records

The Recipient acknowledges that, except for a subset of information regarding archaeological records, the Funded Activity records and locations are public records including, but not limited to, all of the submissions accompanying the application, all of the documents incorporated by reference into this Agreement, and all reports, disbursement requests, and supporting documentation submitted hereunder.

B-29. Recipient's Responsibility for Work

The Recipient shall be responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Recipient shall be responsible for responding to any and all disputes arising out of its contracts for work on the Project. The District will not mediate disputes between the Recipient and any other entity concerning responsibility for performance of work.

B-30. Related Litigation

The Recipient is prohibited from using the SCW Program Contribution to pay costs associated with any litigation described in Section 16.05.A.3. of the Code. Regardless of

whether the Project or any eventual related project is the subject of litigation, the Recipient agrees to complete the Project funded by the Agreement or to repay all the SCW Program Contribution plus interest to the District.

B-31. Remaining Balance

In the event that the Recipient does not spend all the SCW Program Contribution disbursed for the Funded Activity, Recipient shall promptly return the unspent SCW Program Contribution to the District.

B-32. Reporting

The Recipient shall be subject to and comply with all applicable requirements of the District regarding reporting requirements. Recipients shall report available data through the SCW Reporting Module, once available.

- Quarterly Progress/Expenditure Reports. The Recipient shall submit Quarterly Progress/Expenditure Reports, using a format provided by the District, within forty-five (45) days following the end of the calendar quarter (March, June, September, and December) to the District. The Quarterly Progress/Expenditure Reports shall be posted on the District's publicly accessible website. The Quarterly Progress/Expenditure Report shall include:
 - a. Amount of funds received;
 - b. Percent overall Funded Activity completion estimate;
 - c. Breakdown of how the SCW Program Contribution has been expended;
 - d. Documentation that the SCW Program Contribution was used for eligible expenditures in accordance with Chapters 16 and 18 of the Code;
 - e. Description of activities that have occurred, milestones achieved, and progress made to date, during the applicable reporting period including comparison to Exhibit A submission and corresponding metrics;
 - f. Identification of any phases or tasks of the scope of work that were scheduled to be started or completed during the reporting period (according to the work schedule), but which were delayed, and a discussion of the reasons for the delay, and of lessons learned;
 - g. Scheduling concerns and issues encountered that may delay completion of the task;
 - h. Work anticipated for the next reporting period;
 - i. Any anticipated schedule or budget modifications;

- j. Photo documentation (e.g. photos of community outreach events, stakeholder meetings, groundbreaking ceremonies, and project site that may be used on the publicly accessible District website) of the phases or tasks of the Project completed during the reporting period, as appropriate;
 - k. Additional financial or project-related information as required by the District;
 - l. Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), that the Project was conducted in accordance with Exhibit A;
 - m. Status of Recipient’s insurance; and
 - n. Description of post-performance for each completed infrastructure project is required after the first operational year and for a total of three years after the project begins operation. Post-performance reports shall focus on how each project is actually performing compared to its expected performance; whether the project is operated and maintained and providing intended benefits as proposed. A post-performance template will be provided by the District.
- Quarterly Progress/Expenditure Reports shall be submitted to the District Program Manager no later than forty-five days following the end of the calendar quarter as follows:

Quarter	End of Quarter	Report Due
First Quarter	September	15 November
Second Quarter	December	15 February
Third Quarter	March	15 May
Fourth Quarter	June	15 August

- Annually, a summary of the Quarterly Progress/Expenditure Reports shall be submitted to the Watershed Area Steering Committees to explain the previous year’s Quarterly Progress/Expenditure Reports by the Recipient. The summary report shall be submitted six (6) months after the close of the Fourth Quarter. The summary report shall include:
 - Description of the Water Quality Benefits, Water Supply Benefits, and Community Investment Benefits and a summary of how funds have been allocated to achieve SCW Program Goals as articulated in Chapter 18.04 of the Code for the prior year. This includes comparisons to Exhibit A and alignment with corresponding specific quantitative targets and metrics (note that SCW Reporting Module will facilitate graphical representation of pertinent data).

- When the Funded Activity is an Infrastructure Program Project, include a description of how the County's Local and Targeted Worker Hire Policy has been applied and enforced; or if the Recipient is a Municipality and has adopted its own policy, include a description of how its policy was applied and enforced.
- Where the Funded Activity is an Infrastructure Program Project that has applied for Institute for Sustainable Infrastructure (ISI) verification, include a description of the final score and Envision award level. Annually, the Recipient shall prepare and provide members of the public with up-to-date information on the actual and budgeted use of the SCW Program Contribution.
- As Needed Information or Reports. The Recipient agrees to promptly provide such reports, data, and information as may be reasonably requested by the District including, but not limited to material necessary or appropriate for evaluation of the SCW Program or to fulfill any reporting requirements of the County, state or federal government.

B-33. Representations, Warranties, and Commitments

The Recipient represents, warrants, and commits as follows:

1. Authorization and Validity. The execution and delivery of this Agreement, including all incorporated documents, by the individual signing on behalf of Recipient, has been duly authorized by the governing individual(s), board or body of Recipient, as applicable. This Agreement constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.
1. No Violations. The execution, delivery, and performance by the Recipient of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date set forth on the first page hereof, or result in any breach or default under any contract, obligation, indenture, or other instrument to which the Recipient is a party or by which the Recipient is bound as of the date set forth on the first page hereof.
2. No Litigation. There are no pending or, to the Recipient's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which affect the Recipient's ability to complete the Funded Activity.
3. Solvency. None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of the Recipient. As of the date set forth on the first page hereof, the Recipient is solvent and will not be rendered insolvent by the transactions

contemplated by this Agreement. The Recipient is able to pay its debts as they become due.

4. Legal Status and Eligibility. The Recipient is duly organized and existing and in good standing under the laws of the State of California and will remain so through Activity Completion. The Recipient shall at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority through Activity Completion.
5. Insurance. The Recipient shall follow the Insurance Manual prepared by the Risk Management Office of the Los Angeles County Chief Executive Office. For Infrastructure Program Projects the Recipient shall provide General Liability, Automobile Liability, Worker's Compensation and Employer's Liability, Builder's Risk Course of Construction Insurance, and Professional Liability as specified in the Insurance Manual: <https://riskmanagement.lacounty.gov/wp-content/uploads/2019/06/Insurance-Manual-revised-May-2019.pdf>

B-34. Requirements for Good Standing

The Recipient must currently be in compliance with the District requirements set forth in this Agreement. The Recipient must demonstrate it has not failed to comply with previous County and/or District audit disallowances within the preceding five years.

B-35. Requirements Related to Recipient's Contractors

1. The Recipient shall apply and enforce provisions mirroring those set forth in the then-current version of the County's Local and Targeted Worker Hire Policy (LTWHP) as to contractors performing work on such a Project. Alternatively, if the Recipient is a Municipality and has adopted its own policy that is substantially similar to the LTWHP, the Recipient may, at its election, choose to apply and enforce the provisions of its own such policy as to contractors performing work on such a Project in lieu of the provisions of the LTWHP.
1. The Recipient shall apply and enforce provisions mirroring those set forth in Los Angeles County Code (LACC) Chapter 2.211 (Disabled Veteran Business Enterprise Preference Program), LACC, Chapter 2.204 (Local Small Business Enterprise Preference Program), LACC, Chapter 2.205 (Social Enterprise Preference Program), LACC, Chapter 2.203 (Contractor Employee Jury Service Ordinance), LACC Chapter 2.206 (Defaulted Tax Program), LACC, Chapter 2.200 (Child Support Compliance Program, LACC, Chapter 2.160 (County Lobbyist Ordinance), Safely Surrendered Baby Law, and Zero Tolerance Policy on Human Trafficking, as to contractors performing work on such an Infrastructure Program Project, subject to statutory authorization for such preference program(s), and subject to applicable statutory limitations for such preference(s); and, furthermore, the Recipient shall take actions to promote increased contracting opportunities for Women-Owned Businesses on the Project, subject to applicable State or federal constitutional limitations.

2. The Recipient shall obtain all necessary approvals, entitlements, and permits required to implement the Project. Failure to obtain any necessary approval, entitlement, or permit shall constitute a breach of a material provision of this Agreement.
3. With respect to a Project funded with SCW Program Contributions through the Regional Program, if the Project has an estimated capital cost of over twenty-five million dollars (\$25,000,000), as adjusted periodically by the Chief Engineer in accordance with changes in the Consumer Price Index for all urban consumers in the Los Angeles area, or other appropriate index, a provision that the Infrastructure Program Project Developer for such a Project must require that all contractors performing work on such a Project be bound by the provisions of: (1) a County-wide Project Labor Agreement (Community Workforce Agreement), if such an agreement has been successfully negotiated between the County and the Trades and is approved by the Board, or (2) a Project Labor Agreement ("PLA") mirroring the provisions of such Community Workforce Agreement.
4. With respect to a Project funded with SCW Program Contributions through the Regional Program, if one or more of the Municipalities that is a financial contributor to a Project has its own PLA, a provision that the Infrastructure Program Project Developer for the Project must require that contractors performing work on the Project are bound to such PLA. If more than one of the contributing Municipalities to a capital project has a PLA, the Project Developer shall determine which of the PLAs will be applied to the Project.
5. Payment Bond. Payment bonds for exceeding twenty-five thousand dollars are required. A payment bond is defined as a surety bond posted by a contractor to guarantee that its subcontractors and material suppliers on the Project will be paid.
6. Performance Bond. Where contractors are used, the Recipient shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Recipient in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issues pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, 7103; Code Civ. Proc. 995.311.)
7. Prevailing Wage. The Recipient agrees to be bound by all the provisions of Sections 1771 and 1774 of the California Labor Code regarding prevailing wages and requires each of subcontractors to also comply. The Recipient shall monitor all contracts resulting from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. The Recipient affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Recipient affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make it contractors and subcontractors aware of this provision .

8. Public Funding. This Funded Activity is publicly funded. Any service provider or contractor with which the Recipient contracts must not have any role or relationship with the Recipient, that, in effect, substantially limits the Recipient's ability to exercise its rights, including cancellation rights, under the contract, based on all the facts and circumstances.

B-36. Travel

Any reimbursement for necessary ground transportation and lodging shall be at rates not to exceed those set by the California Department of Human Resources; per diem costs will not be eligible expenses. These rates may be found at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel amounts that are current as of the date costs are incurred by the Recipient. No travel outside the Los Angeles County Flood Control District region shall be reimbursed unless prior written authorization is obtained from the Program Manager.

B-37. Unenforceable Provision

In the event that any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

EXHIBIT C – SPECIAL CONDITIONS

[If the Recipient is a public agency]

- C-1. The Recipient acknowledges and agrees that the Recipient is the "lead agency" regarding compliance with the California Environmental Quality Act (CEQA) in connection with the Funded Activity and shall be responsible for the preparation of all documentation, analysis and other work and any mitigation necessary to comply with CEQA in connection with the Funded Activity. By entering into this Agreement, the District is not approving any activity that would be considered a project under CEQA.
- C-2. Upon the completion of the documentation, analysis and other work necessary to comply with CEQA as described in section C-1, the Recipient shall promptly provide such documentation, analysis and work to the District. The Recipient acknowledges that the District is a Responsible Agency under CEQA in connection with the Funded Activity and that the District will not disburse the SCW Program Contribution for any activities that meet the definition of a project under CEQA until the Recipient has provided such documentation, analysis and other work to the District and the District has complied with its obligations as a Responsible Agency under CEQA.
- C-3. In addition to its other indemnification obligations pursuant to this Agreement, the Recipient hereby agrees to indemnify, defend, and hold harmless District, the County of Los Angeles and their officers, employees, and agents from and against any and all claims and/or actions related to the Funded Activity that may be asserted by any third party or public agency alleging violations of CEQA or the State CEQA Guidelines or the NEPA.
- C-4. Notwithstanding any other provision of this Agreement, if any documentation or other analysis pursuant to CEQA discloses that the Funded Activity, or portion thereof, will have one or more significant environmental impacts that cannot be feasibly mitigated, the Recipient shall promptly notify and consult with the District. With the District's approval, the Recipient may determine to terminate or modify the implementation of all or any portion of the Funded Activity in order to avoid such environmental impacts.
- C-5. In the event the parties, pursuant to the preceding paragraph, determine to terminate the implementation of the entirety of the Funded Activity, the Recipient shall promptly return all previously disbursed but unspent SCW Program Contributions and the Recipient shall thereafter have no further obligation under this Agreement to implement the Funded Activity. In the event the parties determine to terminate the implementation of a portion of the Funded Activity, the Recipient shall promptly return all previously disbursed but unspent SCW Program Contributions for the terminated portion of the Funded Activity and the Recipient shall thereafter have no further obligation under this Agreement to implement the

terminated portion of the Funded Activity, but this Agreement shall remain in full force and effect as to the portion of the Funded Activity not terminated.

[If the Recipient is not a public agency]

- C-1. The Recipient shall be responsible for the preparation of all documentation, analysis and other work including any mitigation, necessary to comply with the California Environmental Quality Act (CEQA) in connection with the Funded Activity. Environmental documentation prepared in connection with the Funded Activity will be subject to the review and analysis of the District. Any decisions based on the documentation prepared by the Recipient will reflect the independent judgment of District. By entering into this Agreement, the District is not approving any activity that would be considered a project under CEQA and the Recipient acknowledges that the District will not disburse the SCW Program Contribution for any activities that meet the definition of a project under CEQA until the Recipient has prepared the documentation, analysis and other work necessary to comply with CEQA to the District's satisfaction.
- C-2. In addition to its other indemnification obligations pursuant to this Agreement, the Recipient hereby agrees to indemnify, defend, and hold harmless District, the County of Los Angeles and their officers, employees, and agents from and against any and all claims and/or actions related to the Funded Activity that may be asserted by any third party or public agency alleging violations of CEQA or the CEQA Guidelines or the NEPA.
- C-3. Notwithstanding any other provision of this Agreement, if any documentation or other analysis pursuant to CEQA discloses that the Funded Activity or any portion thereof will have one or more significant environmental impacts that cannot be feasibly mitigated, the District, after consultation with the Recipient, may terminate the SCW Program Contribution for all or any portion of the Funded Activity or may request that the Funded Activity be modified in order to avoid such environmental impact(s).
- C-4. In the event that the District terminates the SCW Program Contribution for the entirety of the Funded Activity, the Recipient shall promptly return all previously disbursed but unspent SCW Program Contributions and the Recipient shall thereafter have no further obligation under this Agreement to implement the Funded Activity. In the event the District terminates the SCW Program Contribution for a portion on of the Funded Activity, the Recipient shall promptly return all previously disbursed but unspent SCW Program Contributions for the terminated portion of the Funded Activity and the Recipient shall thereafter have no further obligation under this Agreement to implement the terminated portion of the Funded Activity, but this Agreement shall remain in full force and effect as to the portion of the Funded Activity for which the SCW Program Contribution was not terminated.

EXHIBIT D – ADDENDUM TO AGREEMENT

-DRAFT TEMPLATE-

**ADDENDUM NO. ____ TO
TRANSFER AGREEMENT NO. _____ BETWEEN
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
AND (INSERT PROJECT DEVELOPER)
SAFE, CLEAN WATER PROGRAM – REGIONAL PROGRAM**

This Addendum No. ____ to Transfer Agreement No. _____, hereinafter referred to as "Addendum No. ____", is entered into as of _____ by and between the Los Angeles County Flood Control District, hereinafter referred to as "District," and ____ (*Project Developer/Scientific Studies Applicant*), hereinafter referred to as "Recipient."

WHEREAS, District and Recipient entered into Transfer Agreement No. _____, hereinafter referred to as "Agreement", pertaining generally to the transfer of a SCW Program Contribution (as therein defined) from District to Recipient for the implementation by Recipient of a Funded Activity (as therein defined) to increase stormwater and/or urban runoff capture and/or reduce stormwater and/or urban runoff pollution, on _____;

WHEREAS, the Agreement provides for the disbursement of the SCW Program Contribution for the _____ Fiscal Year (as therein defined), and further provides that if the Funded Activity is included in a duly approved Stormwater Investment Plan (as therein defined) for a subsequent Fiscal Year, the parties shall enter into an addendum to the Agreement regarding the disbursement of the SCW Program Contribution for that subsequent Fiscal Year;

WHEREAS, the Funded Activity has been included in a duly approved Stormwater Investment Plan for Fiscal Year _____;

NOW, THEREFORE, in consideration of the promises, mutual representations, covenants and agreements in this Agreement, the District and the Recipient, each binding itself, its successors and assigns, do mutually promise, covenant, and agree as follows:

1. The definitions set forth in Sections 16.03 and 18.02 of the Los Angeles County Flood Control District Code together with the definitions set forth in the Agreement shall apply to this Addendum No. ____.
2. Exhibit A to the Agreement is superseded and replaced by Exhibit A-1, attached hereto and incorporated herein as if fully set forth, and all references in the Agreement to Exhibit A shall hereafter be deemed to refer to Exhibit A-1.
3. The District shall disburse the SCW Program Contribution for the _____ Fiscal Year as described in the Budget Plan within ____ days of the execution of this Addendum by the last party to sign.

3. All terms and conditions of the Agreement shall remain in full force and effect including, but not limited to the following provisions related to compliance with the California Environmental Quality Act (CEQA).

IN WITNESS WHEREOF, this Addendum No. ____ has been executed by the parties hereto.

_____(Recipient)_____:

By: _____

Name:

Title:

Date: _____

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT:

By: _____

Name:

Title:

Date: _____

EXHIBIT E – NATURE BASED SOLUTIONS (NBS) BEST MANAGEMENT PRACTICES

Nature-based solutions (NBS) refers to the sustainable management and use of nature for undertaking socio-environmental challenges, including climate change, water security, water pollution, food security, human health, and disaster risk management. As this environmental management practice is increasingly incorporated into projects for the SCW Program, this guidance document may be expanded upon to further quantify NBS practices based on benefits derived from their incorporation on projects.

The SCW Program defines NBS as a Project that utilizes natural processes that slow, detain, infiltrate or filter Stormwater or Urban Runoff. These methods may include relying predominantly on soils and vegetation; increasing the permeability of Impermeable Areas; protecting undeveloped mountains and floodplains; creating and restoring riparian habitat and wetlands; creating rain gardens, bioswales, and parkway basins; enhancing soil through composting, mulching; and, planting trees and vegetation, with preference for native species. NBS may also be designed to provide additional benefits such as sequestering carbon, supporting biodiversity, providing shade, creating and enhancing parks and open space, and improving quality of life for surrounding communities. NBS include Projects that mimic natural processes, such as green streets, spreading grounds and planted areas with water storage capacity. NBS may improve water quality, collect water for reuse or aquifer recharge, or to support vegetation growth utilizing natural processes.

Recipients are to consider using Nature-Based Solutions for infrastructure projects and include in each Quarterly Progress/Expenditure Report and annual summary whether and how their project achieves a good, better, or best for each of the 6 NBS methods in accordance with the guidance below. Additionally, Quarterly Progress/Expenditure Reports should include discussion on any considerations taken to maximize the class within each method. If at least 3 methods score within a single class, the overall project can be characterized as that class. Recipients must attach a copy of the matrix for each Project with the good, better, or best column indicated for each method, to facilitate District tracking of methods being utilized. Please refer to the table below.

For the most up to date guidance related to Nature Based Solutions, please refer to the Safe, Clean Water Program website (<https://safecleanwaterla.org/>)

METHODS	GOOD	BETTER	BEST
Vegetation/Green Space	Use of climate-appropriate, eco-friendly vegetation (groundcover, shrubs, and trees) / green space 5%-15% covered by new climate-appropriate vegetation	Use of native, climate-appropriate, eco-friendly vegetation (groundcover, shrubs, and trees) / green space 16%-35% covered by new native vegetation	Establishment of plant communities with a diversity of native vegetation (groundcover, shrubs, and trees) / green space that is both native and climate-appropriate More than 35% covered by new native vegetation
Increase of Permeability	Installation of vegetated landscape – 25%-49% paved area removed Redesign of existing impermeable surfaces and/or installation of permeable surfaces (e.g. permeable pavement and infiltration trenches)	Installation of vegetated landscape – 50%-74% paved area removed Improvements of soil health (e.g., compaction reduction)	Installation of vegetated landscape – 75%-100% paved area removed Creation of well-connected and self-sustained natural landscapes with healthy soils, permeable surfaces, and appropriate vegetation
Protection of Undeveloped Mountains & Floodplains	<ul style="list-style-type: none"> ● Preservation of native vegetation ● Minimal negative impact to existing drainage system 	<ul style="list-style-type: none"> ● Preservation of native vegetation ● Installation of new feature(s) to improve existing drainage system 	<ul style="list-style-type: none"> ● Creation of open green space ● Installation of features to improve natural hydrology
Creation & Restoration of Riparian Habitat & Wetlands	<ul style="list-style-type: none"> ● Partial restoration of existing riparian habitat and wetlands ● Planting of climate appropriate vegetation - between 5 and 15 different climate-appropriate or native plant species newly planted ● No potable water used to sustain the wetland 	<ul style="list-style-type: none"> ● Full restoration of existing riparian habitat and wetlands ● Planting of native vegetation - between 16 and 30 different native plant species newly planted ● No potable water used to sustain the wetland 	<ul style="list-style-type: none"> ● Full restoration and expansion of existing riparian habitat and wetlands ● Planting of plant communities with a diversity of native vegetation – greater than 31 native plant species newly planted ● No potable water used to sustain the wetland

<p>New Landscape Elements</p>	<p>Elements designed to capture runoff for other simple usage (e.g. rain gardens and cisterns), capturing the 85th percentile 24-hour storm event for at least 50% of the entire parcel</p>	<p>Elements that design to capture/redirect runoff and filter pollution (e.g. bioswales and parkway basins), capturing the 85th percentile 24-hour storm event from the entire parcel</p>	<p>Large sized elements that capture and treat runoff to supplement or replace existing water systems (e.g. wetlands, daylighting streams, groundwater infiltration, floodplain reclamation), capturing the 90th percentile 24-hour storm event from the entire parcel and/or capturing off-site runoff</p>
<p>Enhancement of Soil</p>	<p>Use of soil amendments such as mulch and compost to retain moisture in the soil and prevent erosion Planting of new climate-appropriate vegetation to enhance soil organic matter</p>	<p>Use of soil amendments such as mulch and compost that are locally generated to retain moisture in the soil, prevent erosion, and support locally based composting and other soil enhancement activities Planting of new native, climate-appropriate vegetation to enhance soil organic matter</p>	<p>Use of soil amendments such as mulch and compost that are locally generated, especially use of next-generation design with regenerative adsorbents (e.g. woodchips, biochar) to retain moisture in the soil, prevent erosion, and support on-site composting and other soil enhancement activities Planting of new native, climate appropriate vegetation to enhance soil organic matter</p>

EXHIBIT F – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT

Recipient or approved Project operator shall operate and maintain infrastructure projects for the useful life of the project and are to consider using the following guidance for operations and maintenance. Operational maintenance is the care and upkeep of Projects that may require detailed technical knowledge of the Project's function and design. Project specific operational and maintenance plans shall consider the activities listed below and set forth specific activities and frequencies (not limited to those below) as determined to be appropriate by the Municipalities and best practices, including stakeholder engagement as applicable. Operational maintenance is to be performed by the operator of the Project with a purpose to make the operator aware of the state of readiness of the Project to deliver stormwater and urban runoff benefits.

1. Litter Control

- Regularly removal of litter, nonhazardous waste materials, and accumulated debris near planted areas, rock areas, decomposed granite areas, rest areas, fence perimeters, adjoining access roads and driveways, drains, pedestrian trails, viewing stations, shelter houses, and bicycle pathways.
- Regularly inspection and maintenance of pet waste stations
- Maintaining trash receptacles
- Removal of trash, debris, and blockages from bioswales
- Inspection and cleaning of trash booms
- Inspection of weir gates and stop logs to clean debris, as required.

2. Vegetation Maintenance

- Weed control
 - Recognition and removal of weeds, such as perennial weeds, morning glory, vine-type weeds, ragweed, and other underground spreading weeds.
 - Avoiding activities that result in weed seed germination (e.g. frequent soil cultivation near trees or shrubs)
 - Regularly removal of weeds from landscape areas, including from berms, painted areas, rock areas, gravel areas, pavement cracks along access roads and driveways, drains, pedestrian trails, viewing stations, park shelters, and bicycle paths.
- Tree and shrubbery trimming and care
 - Removal of dead trees and elimination of diseased/damaged growth
 - Prevent encroachment of adjacent property and provide vertical clearance
 - Inspect for dead or diseased plants regularly
- Wetland vegetation and landscape maintenance
 - Installation and maintenance of hydrophytic and emergent plants in perennially wet and seasonal, intermittent habitats.

- Draining and drawdown of wetland and excessive bulrush removal
- Weed and nuisance plant control
- Removal of aquatic vegetation (e.g. algae and primrose) using appropriate watercraft and harvesting equipment
- Wildflower and meadow maintenance
- Grass, sedge, and yarrow management
- Removal of unwanted hydroseed

3. Wildlife Management

- Exotic species control
- Provide habitat management; promote growth of plants at appropriate densities and promote habitat structure for animal species
- Protect sensitive animal species (e.g. protection during critical life stages including breeding and migration)
- Avoid disturbances to nesting birds
- Avoid spread of invasive aquatic species

4. Facility Inspection

- Inspect project sites for rodent and insect infestations on a regular basis
- Inspect for and report graffiti in shelter houses, viewing stations, benches, paving surfaces, walls, fences, and educational and directional signs
- Inspect facilities for hazardous conditions on roads and trails (e.g. access roads and trails, decomposed granite pathways, and maintenance roads)
- Inspect shade structures for structural damage or defacement
- Inspect hardscapes
- Inspect and maintain interpretive and informational signs
- Inspect site furnishings (e.g. benches, hitching posts, bicycle racks)
- Maintain deck areas (e.g. benches, signs, decking surfaces)
- Visually inspect weirs and flap gates for damage; grease to prevent locking.
- Inspect all structures after major storm events, periodically inspect every 3 months, and operate gates through full cycles to prevent them from locking up.

5. Irrigation System Management

- Ensuring automatic irrigation controllers are functioning properly and providing various plant species with proper amount of water.
 - Cycle controller(s) through each station manually and automatically to determine if all facets are functioning properly.
 - Inspection should be performed at least monthly.
 - Recover, replace, or refasten displaced or damaged valve box covers.
 - Inspect and repair bubbler heads.

- Repair and replace broken drip lines or emitters causing a loss of water (to prevent ponding and erosion).
- Maintain drip system filters to prevent emitters from clogging. Inspection and cleaning should occur at least monthly.
- Inspect and clean mainline filters, wye strainers, basket filters, and filters at backflow devices twice a year.
- Maintain and check function of the drip system.

- Keeping irrigation control boxes clear of vegetation
- Operating irrigation system to ensure it does not cause excessively wet, waterlogged areas, and slope failure
- Utilizing infrequent deep watering techniques to encourage deep rooting, drought tolerant plant characteristics to promote a self-sustaining, irrigation free landscape
- Determine watering schedules based on season, weather, variation in plant size, and plant varieties. At least four times a year (e.g. change of season), reschedule controller systems.
- Turn off irrigation systems at the controller at the beginning of the rainy season, or when the soil has a high enough moisture content.
- Use moisture sensing devices to determine water penetration in soil.

6. Erosion Management and Control

- Inspect slopes for erosion during each maintenance activity
- Inspect basins for erosion
- Take corrective measures as needed, including filling eroded surfaces, reinstalling or extending bank protection, and replanting exposed soil.

7. Ongoing Monitoring Activities

- Monitor controllable intake water flow and water elevation
- Examine inflow and outflow structures to ensure devices are functioning properly and are free of obstructions.
- Water quality sampling (quarterly, unless justified otherwise)
- Checking telemetry equipment
- Tracking and reporting inspection and maintenance records

8. Vector and Nuisance Insect Control

- Monitoring for the presence of vector and nuisance insect species
- Adequate pretreatment of influent wastewater to lessen production of larval mosquitos
- Managing emergent vegetation
- Using hydraulic control structures to rapidly dewater emergent marsh areas
- Managing flow velocities to reduce propagation of vectors



CITY OF LOMITA CITY COUNCIL REPORT

Item No. 7o

TO: City Council

FROM: Ryan Smoot, City Manager

PREPARED BY: Carla Dillon, Public Works Director

MEETING DATE: December 20, 2022

SUBJECT: Professional Services Agreements with Stephen Doreck Equipment Rentals, Inc. and Valverde Construction, Inc. to Provide As-Needed Water Services

RECOMMENDATION

Authorize the City Manager to execute a five-year agreement, with two one-year renewal options, with Stephen Doreck Equipment Rentals, Inc. and Valverde Construction, Inc. to provide professional as-needed electrical services.

BACKGROUND

On occasion, the Water Department has need for outside support services in instances such as repair work beyond the resources (staff or equipment) of the City. In most cases this is due to an emergency repair of a water main break.

In October 2022, the City solicited proposals from firms with at least eight years of related experience for on-call water pipeline construction and repair services to accomplish the necessary work of the City. The services and tasks to be performed include the furnishing of all labor, materials, tools, equipment, supplies, tasks, and incidental and customary work necessary to competently perform water pipeline construction and repair services at various City locations.

Three proposals were received and evaluated in November 2022. The City's review team recommended contracts with two of the three firms to ensure availability during emergency events.

OPTIONS:

1. Do not authorize executing the Agreement.
2. Provide staff further direction.

FISCAL IMPACT

The contracts allow for as-needed services up to \$65,000 per contract per year, and would be funded through the water maintenance budget, 510-630-5705. The contract allows for annual rate adjustments up to 4.5% if approved by the City Manager.

ATTACHMENT

1. Professional Service Agreement with Stephen Doreck Equipment Rentals, Inc.
2. Professional Service Agreement with Valverde Construction, Inc.

Reviewed by:



Gary Sugano
Assistant City Manager

Approved by:



Ryan Smoot
City Manager

Prepared by:



Carla Dillon, P.E.
Public Works Director



**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF LOMITA AND STEPHEN DORECK EQUIPMENT RENTALS, INC.**

This AGREEMENT for On-Call Water Pipeline Construction and Repair Services Project is entered into this 20th day of December 2022, by and between the CITY OF LOMITA, a general law city and municipal corporation ("CITY") and Stephen Doreck Equipment Rentals, Inc. ("CONTRACTOR").

RECITALS

- A. CITY does not have the personnel able and/or available to perform the services required under this agreement.
- B. Therefore, CITY desires to contract out for On-Call Water Pipeline Construction and Repair Services.
- C. CONTRACTOR warrants to CITY that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.
- D. CITY desires to contract with CONTRACTOR to perform the services as described in **Exhibit A** of this Agreement.

NOW, THEREFORE, based on the foregoing recitals, CITY and CONTRACTOR agree as follows:

1. CONSIDERATION AND COMPENSATION.

- A. As partial consideration, CONTRACTOR agrees to perform the work listed in the SCOPE OF SERVICES, attached as **Exhibit A**;
- B. As additional consideration, CONTRACTOR and CITY agree to abide by the terms and conditions contained in this Agreement;
- C. As additional consideration, CITY agrees to pay CONTRACTOR an amount not to exceed the rates provided on an as-needed basis for CONTRACTOR's services, unless otherwise specified by written amendment to this Agreement. Rates as of agreement are included in **Exhibit B**.
 - i. The total sum to be expended under this Agreement will not exceed \$65,000 in any single year of this Agreement.

- ii. The rates detailed in **Exhibit B** may be increased up to 4.5% annually at the sole discretion of the City Manager, upon CONTRACTOR providing evidence that (1) such increase is reasonable, (2) such increase is comparable to similar contractors in the area who perform the same services, and (3) CONTRACTOR charges no lower rate for any other person or entity. Such increase in rates must be approved in writing by the City Manager.
- D. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager or his designee.
 - E. CONTRACTOR shall submit to CITY, by not later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the previous month. CITY shall pay CONTRACTOR all uncontested amounts set forth in the CONTRACTOR'S bill within 30 days after it is received.

2. SCOPE OF SERVICES.

- A. CONTRACTOR will perform the services and activities set forth in the SCOPE OF SERVICES attached hereto as **Exhibit A** and incorporated herein by this reference. If any part of **Exhibit A** is inconsistent with the terms of this Agreement, the terms of this Agreement shall control.
- B. Except as herein otherwise expressly specified to be furnished by CITY, CONTRACTOR will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space, and facilities necessary or proper to perform and complete the work and provide the professional services required of CONTRACTOR by this Agreement.

- 3. PAYMENTS.** For CITY to pay CONTRACTOR as specified by this Agreement, CONTRACTOR must submit an invoice to CITY which lists the reimbursable costs, the specific tasks performed, and, for work that includes deliverables, the percentage of the task completed during the billing period.

- 4. TIME OF PERFORMANCE.** The services of CONTRACTOR are to commence upon receipt of a notice to proceed from CITY and shall continue until all authorized work is completed to CITY's reasonable satisfaction, in accordance with the schedule incorporated in "**Exhibit A**," unless extended in writing by CITY.

- 5. FAMILIARITY WITH WORK.** By executing this Agreement, CONTRACTOR represents that CONTRACTOR has (a) thoroughly investigated and considered the scope of services to be performed; (b) carefully considered how the services should be performed; and (c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

6. **KEY PERSONNEL.** CONTRACTOR's key person assigned to perform work under this Agreement is . CONTRACTOR shall not assign another person to be in charge of the work contemplated by this Agreement without the prior written authorization of CITY.
7. **TERM OF AGREEMENT.** The term of this Agreement shall commence upon execution by both parties and shall expire on December 31, 2025, unless earlier termination occurs under Section 13 of this Agreement, or extended in writing in advance by both parties.
8. **BEST MANAGEMENT PRACTICES AND TRAINING.** The contractor shall implement and maintain activity specific Best Management Practices (BMPs) to prevent pollutant loading from stormwater and non-stormwater discharges to receiving waters as required in Municipal NPDES Permit No. CAS004004. Contracting staff whose primary job duties are related to implementation of BMPs shall be adequately trained to effectively implement, operate, and maintain such BMPs and must be versed in factors affecting BMP effectiveness. The contractor shall certify they have received all applicable training to implement the requirements in Municipal NPDES Permit No. CAS004004 and shall provide documentation to that effect.
9. **CHANGES.** CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONTRACTOR and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with written agreement between the parties.
10. **TAXPAYER IDENTIFICATION NUMBER.** CONTRACTOR will provide CITY with a Taxpayer Identification Number.
11. **PERMITS AND LICENSES.** CONTRACTOR will obtain and maintain during the term of this Agreement all permits, licenses, and certificates that may be required by local, state and federal laws in connection with the performance of services under this Agreement, including a business license as specified in Title VI, Chapter 2 of the Lomita Municipal Code.
12. **LAWS AND REGULATIONS; EMPLOYEE/LABOR CERTIFICATION.** CONTRACTOR shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. CONTRACTOR shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for CITY to terminate the Agreement for cause
13. **PREVAILING WAGE.**
 - A. Prevailing Wage. CONTRACTOR is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which

require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, CONTRACTOR agrees to fully comply with such Prevailing Wage Laws. Upon request, CITY shall provide CONTRACTOR with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. CONTRACTOR shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the services available to interested parties upon request, and shall post copies at the CONTRACTOR'S principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and CONTRACTOR shall therefore comply with such Labor Code sections to the fullest extent required by law. CONTRACTOR shall defend, indemnify and hold the CITY, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

- B. Registration/DIR Compliance. If the services are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, CONTRACTOR and all subcontractors must be registered with the Department of Industrial Relations ("DIR"). CONTRACTOR shall maintain registration for the duration of the project and require the same of any subcontractors. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be CONTRACTOR'S sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against CONTRACTOR or any subcontractors that affect CONTRACTOR'S performance of services, including any delay, shall be CONTRACTOR'S sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered CONTRACTOR caused delay and shall not be compensable by CITY. CONTRACTOR shall defend, indemnify and hold CITY, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against CONTRACTOR or any subcontractor.
- C. Labor Certification. By its signature hereunder, CONTRACTOR certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.
- D. Employment of Apprentices. CONTRACTOR and all subcontractors shall comply with the requirements of Labor Code sections 1777.5 and 1777.6 in the employment of apprentices. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial

Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

- E. CONTRACTOR or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Labor Code section 1777.1 or 1777.7. Any contract on a public works project entered into between CONTRACTOR and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid or may have been paid to a debarred subcontractor by CONTRACTOR on the project shall be returned to CITY. CONTRACTOR shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.
- F. CONTRACTOR agrees to bind every subcontractor to the terms of the Agreement as far as such terms are applicable to subcontractor's portion of the work. CONTRACTOR shall be as fully responsible to CITY for the acts and omissions of its subcontractor and of persons either directly or indirectly employed by its subcontractor, as CONTRACTOR is for acts and omissions of persons directly employed by CONTRACTOR. Nothing contained in these Agreement shall create any contractual relationship between any subcontractor and CITY.

14. TERMINATION.

- A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause. Notice of termination shall be in writing.
- B. CONTRACTOR may terminate this Agreement. Notice will be in writing at least 30 days before the effective termination date.
- C. In the event of such termination, CONTRACTOR shall cease services as of the date of termination, all finished or unfinished documents, data, drawings, maps, and other materials prepared by CONTRACTOR shall, at CITY's option, become CITY's property, and CONTRACTOR will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination.
- D. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.

15. INDEMNIFICATION.

- A. CONTRACTOR shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of CITY'S passive negligence, but

excepting such loss or damage which is caused by the sole active negligence or willful misconduct of CITY. Should CITY in its sole discretion find CONTRACTOR'S legal counsel unacceptable, then CONTRACTOR shall reimburse CITY its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. CONTRACTOR shall promptly pay any final judgment rendered against CITY (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

B. The requirements as to the types and limits of insurance coverage to be maintained by CONTRACTOR as required by Section 19, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONTRACTOR pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

16. **ASSIGNABILITY.** This Agreement is for CONTRACTOR's professional services. CONTRACTOR's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.

17. **INDEPENDENT CONTRACTOR.** CITY and CONTRACTOR agree that CONTRACTOR will act as an independent contractor and will have control of all work and the manner in which is it performed. CONTRACTOR will be free to contract for similar service to be performed for other employers while under contract with CITY. CONTRACTOR is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONTRACTOR as to the details of doing the work or to exercise a measure of control over the work means that CONTRACTOR will follow the direction of the CITY as to end results of the work only.

18. **AUDIT OF RECORDS.**

A. CONTRACTOR agrees that CITY, or designee, has the right to review, obtain, and copy all records pertaining to the performance of this Agreement. CONTRACTOR agrees to provide CITY, or designee, with any relevant information requested and will permit CITY, or designee, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this Agreement. CONTRACTOR further agrees to maintain such records for a period of three (3) years following final payment under this Agreement.

B. CONTRACTOR will keep all books, records, accounts and documents pertaining to this Agreement separate from other activities unrelated to this

Agreement.

19. CORRECTIVE MEASURES. CONTRACTOR will promptly implement any corrective measures required by CITY regarding the requirements and obligations of this Agreement. CONTRACTOR will be given a reasonable amount of time as determined by CITY to implement said corrective measures. Failure of CONTRACTOR to implement required corrective measures shall result in immediate termination of this Agreement.

20. INSURANCE REQUIREMENTS.

A. CONTRACTOR, at CONTRACTOR's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:

1. Workers Compensation Insurance as required by law. CONTRACTOR shall require all subcontractors similarly to provide such compensation insurance for their respective employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against CITY, its officers, agents, employees, and volunteers for losses arising from work performed by CONTRACTOR for CITY.
2. General Liability Coverage. CONTRACTOR shall maintain commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
3. Automobile Liability Coverage. CONTRACTOR shall maintain automobile liability insurance covering bodily injury and property damage for all activities of CONTRACTOR arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
4. Professional Liability Coverage. CONTRACTOR shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from CONTRACTOR'S operations under this Agreement, whether such operations be by CONTRACTOR or by its employees, subcontractors, or subcontractors. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis. When coverage is provided on a "claims made basis," CONTRACTOR will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated.

Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CONTRACTOR for all claims made by CITY arising out of any errors or omissions of CONTRACTOR, or its officers, employees or agents during the time this Agreement was in effect.

- B. Endorsements. Each general liability, automobile liability and professional liability insurance policy shall be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California, or which is approved in writing by CITY, and shall be endorsed as follows. CONTRACTOR also agrees to require all contractors, and subcontractors to do likewise.
1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONTRACTOR, including materials, parts, or equipment furnished in connection with such work or operations."
 2. This policy shall be considered primary insurance as respects CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by CITY, including any self-insured retention CITY may have, shall be considered excess insurance only and shall not contribute with this policy.
 3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
 4. The insurer waives all rights of subrogation against CITY, its elected or appointed officers, officials, employees, or agents.
 5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its elected or appointed officers, officials, employees, agents, or volunteers.
 6. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' written notice has been received by CITY.
- C. CONTRACTOR agrees to provide immediate notice to CITY of any claim or loss against Contractor arising out of the work performed under this agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.
- D. Any deductibles or self-insured retentions must be declared to and approved by CITY. At CITY's option, CONTRACTOR shall demonstrate financial

capability for payment of such deductibles or self-insured retentions.

- E. CONTRACTOR shall provide certificates of insurance with original endorsements to CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with CITY at all times during the term of this Agreement.
 - F. Failure on the part of CONTRACTOR to procure or maintain required insurance shall constitute a material breach of contract under which CITY may terminate this Agreement pursuant to Section 13 above.
 - G. The commercial general and automobile liability policies required by this Agreement shall allow CITY, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the CONTRACTOR (as the named insured) should CONTRACTOR fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. CONTRACTOR understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONTRACTOR as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should CITY pay the SIR or deductible on CONTRACTOR'S behalf upon CONTRACTOR'S failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, CITY may include such amounts as damages in any action against Contractor for breach of this Agreement in addition to any other damages incurred by CITY due to the breach.
21. **USE OF OTHER CONTRACTORS.** CONTRACTOR must obtain CITY's prior written approval to use any Contractors while performing any portion of this Agreement. Such approval must include approval of the proposed Contractor and the terms of compensation.
22. **FINAL PAYMENT ACCEPTANCE CONSTITUTES RELEASE.** The acceptance by the CONTRACTOR of the final payment made under this Agreement shall operate as and be a release of CITY from all claims and liabilities for compensation to the CONTRACTOR for anything done, furnished or relating to the CONTRACTOR'S work or services. Acceptance of payment shall be any negotiation of CITY'S check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by CITY shall not constitute, nor be deemed, a release of the responsibility and liability of CONTRACTOR, its employees, sub-Contractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by CITY for any defect or error in the work prepared by CONTRACTOR, its employees, sub-Contractors and agents.

23. **CORRECTIONS.** In addition to the above indemnification obligations, the CONTRACTOR shall correct, at its expense, all errors in the work which may be disclosed during CITY'S review of CONTRACTOR'S report or plans. Should the CONTRACTOR fail to make such correction in a reasonably timely manner, such correction shall be made by CITY, and the cost thereof shall be charged to CONTRACTOR. In addition to all other available remedies, CITY may deduct the cost of such correction from any retention amount held by CITY or may withhold payment otherwise owed CONTRACTOR under this Agreement up to the amount of the cost of correction.
24. **NON-APPROPRIATION OF FUNDS.** Payments to be made to CONTRACTOR by CITY for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that CITY does not appropriate sufficient funds for payment of CONTRACTOR'S services beyond the current fiscal year, the Agreement shall cover payment for CONTRACTOR'S only to the conclusion of the last fiscal year in which CITY appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.
25. **NOTICES.** All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

CITY	CONTRACTOR
<u>City of Lomita</u> <u>24300 Narbonne Avenue</u> <u>Lomita, CA 90717</u>	<u>Stephen Doreck Equipment Rentals, Inc.</u> <u>9075 Telegraph Road</u> <u>Pico Rivera, CA 90660</u>
<u>ATTN: City Manager</u>	<u>ATTN: Pablo Viramontes</u>

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph. Courtesy copies of notices may be sent via electronic mail, provided that the original notice is deposited in the U.S. mail or personally delivered as specified in this Section.

26. **SOLICITATION.** CONTRACTOR maintains and warrants that it has not employed nor retained any company or person, other than CONTRACTOR's bona fide employee, to solicit or secure this Agreement. Further, CONTRACTOR warrants that it has not paid nor has it agreed to pay any company or person, other than CONTRACTOR's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONTRACTOR breach or violate this warranty, CITY may rescind this Agreement without liability.

27. **THIRD PARTY BENEFICIARIES.** This Agreement and every provision herein is generally for the exclusive benefit of CONTRACTOR and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONTRACTOR's or CITY's obligations under this Agreement.
28. **INTERPRETATION.** This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.
29. **ENTIRE AGREEMENT.** This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written.
30. **RULES OF CONSTRUCTION.** Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.
31. **AUTHORITY/MODIFICATION.** The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment with signatures of all parties to this Agreement. CITY's city administrator, or designee, may execute any such amendment on behalf of CITY.
32. **ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES.** The Parties agree that this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission, scanned and delivered via electronic mail, or delivered using digital signature technology approved by CITY. Such facsimile or electronic signatures will be treated in all respects as having the same effect as an original signature.
33. **FORCE MAJEURE.** Should performance of this Agreement be impossible due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.
34. **TIME IS OF ESSENCE.** Time is of the essence to comply with dates and schedules to be provided.
35. **ATTORNEY'S FEES.** The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.

36. **STATEMENT OF EXPERIENCE.** By executing this Agreement, CONTRACTOR represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. CONTRACTOR represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private Contractors, and experience in dealing with public agencies all suggest that CONTRACTOR is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.

37. **DISCLOSURE REQUIRED.** (CITY and CONTRACTOR initials required at one of the following paragraphs)

By their respective initials next to this paragraph, CITY and CONTRACTOR hereby acknowledge that CONTRACTOR is a "contractor" for the purposes of the California Political Reform Act because CONTRACTOR'S duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18700.3(a)(2) or otherwise serves in a staff capacity for which disclosure would otherwise be required were CONTRACTOR employed by CITY. CONTRACTOR hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the CITY'S Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to Contractor commencing services hereunder, the City's Manager shall prepare and deliver to CONTRACTOR a memorandum detailing the extent of CONTRACTOR'S disclosure obligations in accordance with the CITY'S Conflict of Interest Code.

City Initials _____

Contractor Initials _____

OR

By their initials next to this paragraph, CITY and CONTRACTOR hereby acknowledge that CONTRACTOR is not a "contractor" for the purpose of the California Political Reform Act because CONTRACTOR'S duties and responsibilities are not within the scope of the definition of contractor in Fair Political Practice Commission Regulation 18700.3(a)(2) and is otherwise not serving in staff capacity in accordance with CITY'S Conflict of Interest Code.

City Initials _____

Contractor Initials _____

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF LOMITA

CONTRACTOR

Ryan Smoot, City Manager

By:

TITLE

ATTEST:

Kathleen Horn Gregory, City
Clerk

Taxpayer ID No.

APPROVED AS TO FORM:

City Attorney



**REQUEST FOR PROPOSALS
FOR ON-CALL WATER PIPELINE CONSTRUCTION
AND REPAIR SERVICES**

Release Date: October 31, 2022

Deadline for Submission: November 21, 2022 at 4:00 p.m.

Submit Proposals to:

**City of Lomita
Attn: Carla Dillon, P.E.
Public Works Department
24300 Narbonne Ave
Lomita, CA 90717**

Refer questions to:

**Public Works Department
(310) 325-7110 x 155
publicworks@lomitacity.com**

REQUEST FOR PROPOSALS

I. OBJECTIVE

The City of Lomita is seeking written proposals from qualified Contractors for On-Call Water Pipeline Construction and Repair Services for a period of three (3) years, with the option, at the City's sole discretion, to extend for up to two (2) additional years upon successful demonstration of contract performance.

This RFP describes the required scope of services and the minimum information that must be included in the proposal. Failure to submit information in accordance with the RFP requirements may be cause for disqualification.

II. GENERAL INFORMATION

The City of Lomita owns and operates a State-regulated water system consisting of 46 miles of underground conveyance piping ranging from 4 inches to 16 inches in diameter, one groundwater source well with approximate production capability of 1,500 gallon per minute (GPM) which is currently off-line, two reservoirs with combined capacity over 5.4 million gallons, and two (2) pressure reducing stations (Appian Way and Monte Vista Pressure Reducing Station). The system also consists of approximately 797 valves, 470 fire hydrants, 55 flushing points and approximately 10 sample collection sites. Approximately 52% of the existing main are AC pipe, 30% cast iron, 13% ductile iron, 3% steel pipe and 2% unidentified pipes.

Due to its topographical setting, the City of Lomita's water system is divided into four (4) different pressure zones ranging in hydraulic grade line from 225 feet to 430 feet, see Exhibit A "Pressure Zone Map". Zone 1, serves approximately 80% of the population residing north of PCH to north City limit, Zone 2 serves the residents residing between PCH and 263rd Street, Zone 3 serves the residents south of 263rd Street to south City limit and Zone 4 serves the residents southeast of Western Avenue to the east City limit.

The table below provides a summary of the pressure zones.

Zone	Hydraulic Grade	Pressure Range (PSI)	No. of Connections
1	225	40-65	3,062
2	340	45-110	930
3	430	60-125	182
4	355	72-80	15

Approximately 70% of the City's distribution system was constructed between 1928 and 1970.

The City provides municipal water supply to most of its population (20,500) and businesses through 4,200 service connections (4,102 residential, 72 commercial). The City currently supplies water to all zones with purchased water from Metropolitan Water District of Southern California (MWD).

The City's Well No. 5, once returned to service in late 2022, will be used for groundwater extraction. The well has a depth of 660 feet and is a main component of the Cypress Water Production Facility (CWPF), which is an iron-manganese greensand filtration, chlorination, and granular activated carbon treatment system. This is designed to remove iron and manganese, remove volatile organic compounds, improve aesthetic qualities, and for disinfection. The City's average day demand is approximately 1.8 MGD when the well is in service.

Since May 2019, the City has been 100% reliant on MWD imported water due to the detection of benzene at Well No. 5. Although CWPF is currently off-line, the City intends to bring the CWPF back on-line in mid-2022 following a project to upgrade the facility to include granular activated carbon.

The City maintains two (2) emergency interconnections with the City of Torrance and one (1) emergency interconnection with the City of Los Angeles.

III. SCOPE OF SERVICES

The City of Lomita Public Works Department requests on-call water pipeline construction and repair services to accomplish the necessary work of the City. The services and tasks to be performed include the furnishing of all labor, materials, tools, equipment, supplies, tasks, and incidental and customary work necessary to competently perform water pipeline construction and repair services at various City locations. These expected services will be similar in nature to, but may not be limited to, those listed below.

- Excavating and repairing water pipeline leaks
- Hydrant installation and repairs
- Gate valve replacement and repairs
- Vault installation and repairs
- Asphalt restoration
- Landscape restoration
- Traffic control
- Equipment rental
- Media replacement
- Mechanical equipment at pump stations, canals, treatment plant and reservoirs
- Equipment installation at water treatment plants
- Electrical and Instrumentation repairs
- Construction of platforms to safely access and maintain equipment
- Rehabilitation of concrete surfaces and sealing concrete joints
- Pipefitting services
- Cost Estimating
- Underground utility investigation
- Corrosion assessment
- Installation of water meters and service lines

The City desires a Contractor with a minimum of 8 years of water system expertise.

In response to the RFP, the Contractor will complete the Proposer's Statement of Qualifications which will provide information on key personnel services, their related experience, and qualifications. The Contractor should include a detailed description of all services, including those suggested in this scope of work and any proposed changes, additions, or recommendations.

It is the intent of the City to award a Professional Services Agreement (template attached as Exhibit D) in a form approved by the City Attorney, to the selected Contractor. The City may award multiple Agreements/Contracts to meet the needs of the City. The City does not guarantee a specific amount of work and the quantity of work may increase or decrease depending on the annual needs of the City.

IV. TENTATIVE SCHEDULE

ACTION ITEM	DATE(S)
Issue Request for Proposals	October 31, 2022
Last Date for Questions	November 14, 2022
Latest Response Date from City on Questions	November 17, 2022
Receive Proposals	November 21, 2022
Conduct Interviews (optional)	November 30, 2022
Recommend Firm Selection to the City Council	December 20, 2022
Complete and Execute Agreement	January 3, 2023

V. PROPOSAL REQUIREMENTS

Responses to this RFP must include completion of the following:

1. Proposer's Statement of Qualifications Form (Exhibit B)

The form included in Exhibit B must be completed in full. Proposers who do not provide the requested information may have their proposal deemed unresponsive during the selection process. All information provided by the proposer will be subject to verification by the City.

2. Cost Proposal Form (Exhibit C)

A cost proposal (under separate cover and sealed) listing your standard rates by position, for standard time, overtime, emergency response, weekends, holidays, equipment, materials (with cost basis) and any other typical charges for water main projects, the total estimated cost to provide services over the lifetime of the contract to meet the scope of work and the percentage mark-up for materials cost. If available, please provide a company staff rate sheet and/or equipment rental rate sheet. Please note the final scope of work and compensation will be negotiated with the selected Contractor.

VI. EVALUATION CRITERIA AND SELECTION PROCESS

It is the City's intent to select the Contractor(s) with the best combination of qualifications and cost proposal. The selection committee will rank the proposals based upon the materials submitted by the proposing Contractors. The City may request Contractor(s) to submit additional information pertinent to the RFP. The City also reserves the right to investigate and rely upon information from other available sources in addition to any documents or information submitted by the Bidder. The City retains the sole discretion to determine issues of compliance and to determine whether a bidder is responsive and responsible.

The Committee may choose to interview two or more closely ranked Contractors, but will not expect or schedule time for elaborate presentations. The City's decision on qualification will be based on the evaluation of several factors including but not limited to the following:

1. Relevant work experience
2. Experience of key personnel
3. Completeness of the proposal
4. Customer references
5. Cost proposal

Following the selection of the most qualified Contractor(s), a final professional services agreement including budget, schedule and final Scope of Services will be negotiated before execution of the agreement. A template Professional Services Agreement is attached to this proposal as Exhibit D. Modifications may be made to this template by the City as necessary during the negotiation process.

The City shall attempt to negotiate an agreement to perform the work with the proposer(s) considered to be the most qualified. Should the City be unable to negotiate a satisfactory agreement with the proposer(s) determined to be most qualified, at a price the City determines to be fair and reasonable, negotiations with that proposer(s) will be formally terminated. The City shall then undertake negotiations with the next qualified proposers individually until agreement(s) are reached. The City may award multiple proposers if it is in the City's best interest.

These RFP procedures prohibit the practices which might result in unlawful activity including, but not limited to, rebates, kickbacks, or other unlawful considerations, and prohibit City employees from participating in the selection process when such employees have a relationship with a person or business entity seeking an agreement under this RFP that would create a conflict of interest.

VII. SUBMISSION DEADLINE AND REQUIREMENTS

Please submit one (1) copy and one (1) original of your proposal. Alternatively, electronic submittals may be emailed to PublicWorks@lomitacity.com. Modifications to a proposal after the proposal submittal deadline will not be accepted by the City. Facsimile materials will not be accepted.

Proposals shall be submitted no later than **4:00 pm on November 21, 2022**. Proposals will be opened and reviewed as received. Any proposal received after the due date and time will not be accepted and will be returned, unopened, to the Contractor.

One (1) copy and one (1) original, signed by an officer who is authorized to execute legally binding agreements, shall be mailed to:

City of Lomita
Attn: Carla Dillon, P.E.
Public Works Department
24300 Narbonne Ave
Lomita, CA 90717

Alternatively, proposals may be e-mailed to PublicWorks@LomitaCity.com

Proposals must be clearly marked and labeled:

PROPOSAL TO PROVIDE ON-CALL WATER PIPELINE CONSTRUCTION AND REPAIR SERVICES FOR THE CITY'S PUBLIC WORKS DEPARTMENT FOR THE CITY OF LOMITA

In a separate sealed envelope (or email attachment), please provide the following:

- Cost Proposal Form (Exhibit C)

Other Requirements:

1. The proposal shall be signed by an authorized official of your firm.
2. The proposal shall be valid for a minimum of 90 days.
3. The City of Lomita reserves the right to reject any or all proposals, to modify the RFP, or to cancel the RFP.

VIII. QUESTIONS

Questions about this RFP should be submitted by email to Public Works at publicworks@lomitacity.com by November 14, 2022 at 4:00 p.m. Responses to all questions will be posted by November 17, 2022 to the City's website at <https://lomitacity.com/current-bids-rfps/>.

IX. LIMITATIONS

1. All reports and pertinent data or materials shall become the sole property of the City and may not be reproduced without the explicit written permission of the City.
2. No compilation, tabulation, syntheses or analysis of data, nor definition, opinions, etc., should be anticipated by the proposer from the City, unless volunteered by a responsible official in that agency. Good business practice, such as formal letters of request, and making of appointments, should be followed.
3. The Request for Proposals does not commit the City to award contract(s), to pay any costs incurred in preparation of the proposal, or to procure or contract for services or supplies. The City reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified source, or to cancel in part or in its entirety this Request for Proposals, if it is in the best interests of the City to do so. The City may require the proposer(s) selected to participate in negotiations, and to submit such price, technical, or other revisions of their proposals as may result from such negotiations.

EXHIBITS

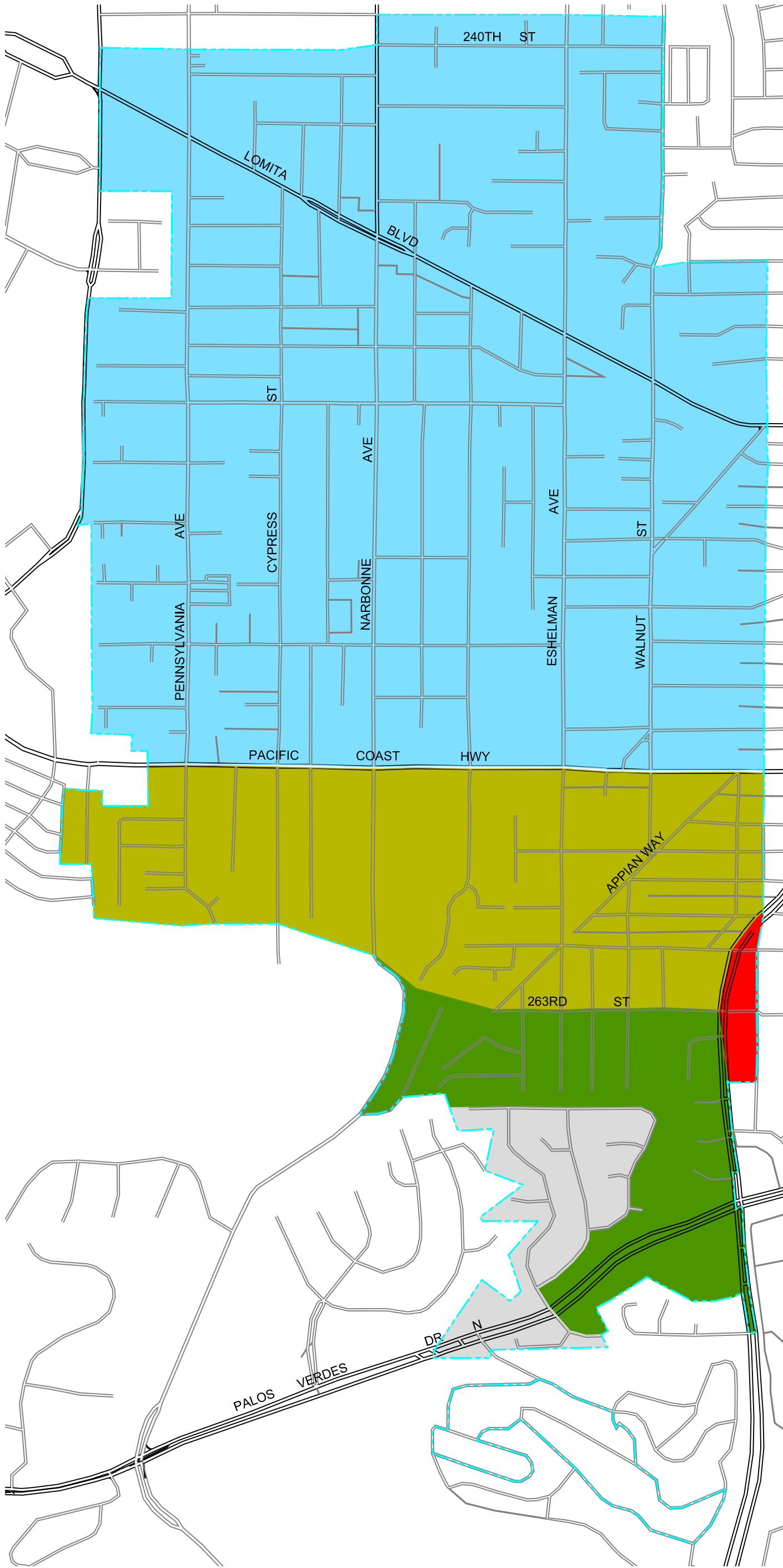
Exhibit A – Pressure Zone Map

Exhibit B – Proposer’s Statement of Qualification Form

Exhibit C – Cost Proposal Form

Exhibit D – Professional Services Agreement Template

**EXHIBIT A
PRESSURE ZONE MAP
(ATTACHED)**



LEGEND

- ZONE 1
- ZONE 2
- ZONE 3
- ZONE 4
- CAL WATER
- CITY LIMITS BOUNDARY



NOT TO SCALE

PRESSURE ZONES



EXHIBIT B – PROPOSER’S STATEMENT OF QUALIFICATIONS FORM

Please provide requested information in full. Proposers who do not provide the requested information or submit a complete Cost Proposal (Exhibit C) may have their proposal deemed unresponsive during the selection process. All information provided by the proposer will be subject to verification by the City.

1. CONTRACTOR INFORMATION

The primary contact shall be the person with the authority to negotiate contracts with the City.

Name of Contractor: _____

Primary Contact and Title: _____

Legal Address of Contractor: _____

Primary Contact Phone Number: _____

Primary Contact Email Address: _____

Number of employees: _____

Number of years in business: _____

2. LIST OF SUBCONTRACTORS

Provide a list of all subcontractors to perform work on this contract, including relevant licenses, permits, and certifications.

Subcontractor Name	Work to Be Performed	Licenses, Certifications, Permits

3. CONTRACTOR’S AND SUBCONTRACTOR’S QUALIFICATIONS

Describe Contractor’s experience in providing relevant services, including any relevant work for governmental agencies. Include a description of Contractor’s and any subcontractor’s core-competency and experience with similar work that is described in the Scope of Services. Attach a separate sheet, if necessary.

4. LICENSES AND CERTIFICATIONS

Provide a listing of any relevant certifications, permits, or licenses for Contractor’s or subcontractor’s personnel and equipment use. Include the license number and type and indicate whether the license is held by the Contractor or subcontractor.

5. LIST OF REFERENCES

Please provide current references for 3 past or existing commercial clients doing similar work to that specified in this RFP.

A. Client: _____

Contact Name / Title: _____

Phone Number / Email Address: _____

B. Client: _____

Contact Name / Title: _____

Phone Number / Email Address: _____

C. Client: _____

Contact Name / Title: _____

Phone Number / Email Address: _____

6. CONTRACTOR OPERATIONS

Number of employees: _____ Number of years in business: _____

Describe if and how promptly Contractor will provide services in the case of overnight or weekend emergency repairs.

Describe how Contractor shall seek to attain the quality of service set forth in the RFP.

7. PROOF OF INSURANCE

In a separate attachment, provide proof of insurance, as specified in the attached Professional Services Agreement.

Contractor’s Signature: _____ Date: _____



EXHIBIT C – COST PROPOSAL FORM

SECTION 1 – COMPENSATION SCHEDULE

Hourly Rate shown in the compensation schedule shall reflect the rate charged. **Mark-Up** shall include trade related tools, transportation, relevant expenses, overhead, taxes and profit, to perform work, which may be involved in the contract (mark-up **does not** include materials or equipment – see Sections 3 & 4). Any proposal **without** a **completed** compensation schedule will be rejected as non-responsive. If more than two positions are needed to adequately meet the scope of work, complete positions A-B and then complete however many additional compensation schedule positions sheets (Page 2) are necessary for the positions to complete the scope of work.

If available, please provide a company staff rate sheet and/or equipment rental rate sheet.

Note: Hourly Rate + Mark-Up % x Number of Hours = Total Price

Suggested Number of Hours for Foreman or Laborer

PERFORMANCE PERIOD	Foreman/Lead Level Position	Skilled Worker/Laborer Level Position
Straight Time	40	120
Overtime Daily (Mon – Fri)	4	12
Overtime Saturday	4	12
Overtime Sunday and Holiday	4	12
24/ 7 Emergency Response Premium 2-hour response time required	4	12

A. POSITION TITLE:

PERFORMANCE PERIOD	HOURLY RATE	MARK-UP %	NUMBER OF HOURS	TOTAL PRICE
Straight Time				
Overtime Daily (Mon – Fri)				
Overtime Saturday				
Overtime Sunday and Holiday				
24/ 7 Emergency Response Premium 2-hour response time required				
A. Sub-Total				

B. POSITION TITLE:

PERFORMANCE PERIOD	HOURLY RATE	MARK-UP %	NUMBER OF HOURS	TOTAL PRICE
Straight Time				
Overtime Daily (Mon – Fri)				
Overtime Saturday				
Overtime Sunday and Holiday				
24/ 7 Emergency Response Premium 2 hour response time required				
B. Sub-Total				

ADDITIONAL COMPENSATION SCHEDULE POSITIONS

. POSITION TITLE:

PERFORMANCE PERIOD	HOURLY RATE	MARK-UP %	NUMBER OF HOURS	TOTAL PRICE
Straight Time				
Overtime Daily (Mon – Fri)				
Overtime Saturday				
Overtime Sunday and Holiday				
24/ 7 Emergency Response Premium 2 hour response time required				
____. Sub-Total				

. POSITION TITLE:

PERFORMANCE PERIOD	HOURLY RATE	MARK-UP %	NUMBER OF HOURS	TOTAL PRICE
Straight Time				
Overtime Daily (Mon – Fri)				
Overtime Saturday				
Overtime Sunday and Holiday				
24/ 7 Emergency Response Premium 2 hour response time required				
____. Sub-Total				

. POSITION TITLE:

PERFORMANCE PERIOD	HOURLY RATE	MARK-UP %	NUMBER OF HOURS	TOTAL PRICE
Straight Time				
Overtime Daily (Mon – Fri)				
Overtime Saturday				
Overtime Sunday and Holiday				
24/ 7 Emergency Response Premium 2 hour response time required				
____. Sub-Total				

. POSITION TITLE:

PERFORMANCE PERIOD	HOURLY RATE	MARK-UP %	NUMBER OF HOURS	TOTAL PRICE
Straight Time				
Overtime Daily (Mon – Fri)				
Overtime Saturday				
Overtime Sunday and Holiday				
24/ 7 Emergency Response Premium 2 hour response time required				
____. Sub-Total				

SECTION 2 – TOTAL PROPOSAL PRICE FOR HOURLY RATE AND MARK-UP

This includes the cost of labor, parts, implements and supplies necessary to complete the project, as based on the City Representative’s estimate of quantities of work to be done (summation of preceding subtotals of Items A, B, C, etc. inclusive):

TOTAL AMOUNT OF PROPOSAL IN FIGURES: \$ _____

TOTAL AMOUNT OF PROPOSAL IN WORDS:

In case of a discrepancy between words and figures, the words shall prevail. If the amounts proposed on individual items (if called for) do not in fact add up to the total amount shown by the Bidder, the correctly added total of the individual items shall prevail over the total figure shown by the Bidder if there is a discrepancy between these figures.

SECTION 3 – PERCENTAGE MARK-UP ON MATERIALS AND EQUIPMENT

PERCENTAGE MARK-UP ON MATERIALS: Not to be included as part of lump sum. Percentage shall be filled in or the proposal will be deemed unresponsive.

Percentage Mark-up for Materials (shall not exceed 15%): _____ %
--

PERCENTAGE MARK-UP ON EQUIPMENT: Not to be included as part of lump sum. Percentage shall be filled in or the proposal will be deemed unresponsive.

Percentage Mark-up for Equipment (shall not exceed 15%): _____ %
--

All requests for payment will require copies of the receipts for all purchased materials or equipment. Should the City deem necessary the vendor may be required to provide more than one quote for the purchase of material or equipment rental.

Contractor’s Signature: _____ Date: _____

**EXHIBIT D
PROFESSIONAL SERVICES AGREEMENT TEMPLATE
(ATTACHED)**



**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF LOMITA AND _____**

This AGREEMENT for _____ Project is entered into this day of , 202_, by and between the CITY OF LOMITA, a general law city and municipal corporation ("CITY") and _____ ("CONTRACTOR").

RECITALS

- A. CITY does not have the personnel able and/or available to perform the services required under this agreement.
- B. Therefore, CITY desires to contract out for _____.
- C. CONTRACTOR warrants to CITY that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.
- D. CITY desires to contract with CONTRACTOR to perform the services as described in **Exhibit A** of this Agreement.

NOW, THEREFORE, based on the foregoing recitals, CITY and CONTRACTOR agree as follows:

1. CONSIDERATION AND COMPENSATION.

- A. As partial consideration, CONTRACTOR agrees to perform the work listed in the SCOPE OF SERVICES, attached as **Exhibit A**;
- B. As additional consideration, CONTRACTOR and CITY agree to abide by the terms and conditions contained in this Agreement;
- C. As additional consideration, CITY agrees to pay CONTRACTOR an amount not to exceed \$_____ for CONTRACTOR's services, unless otherwise specified by written amendment to this Agreement.
- D. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager or his designee.
- E. CONTRACTOR shall submit to CITY, by not later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the previous month. CITY shall pay CONTRACTOR all uncontested amounts set forth in the

CONTRACTOR'S bill within 30 days after it is received.

2. SCOPE OF SERVICES.

A. CONTRACTOR will perform the services and activities set forth in the SCOPE OF SERVICES attached hereto as **Exhibit A** and incorporated herein by this reference. If any part of **Exhibit A** is inconsistent with the terms of this Agreement, the terms of this Agreement shall control.

B. Except as herein otherwise expressly specified to be furnished by CITY, CONTRACTOR will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space, and facilities necessary or proper to perform and complete the work and provide the professional services required of CONTRACTOR by this Agreement.

3. PAYMENTS. For CITY to pay CONTRACTOR as specified by this Agreement, CONTRACTOR must submit an invoice to CITY which lists the reimbursable costs, the specific tasks performed, and, for work that includes deliverables, the percentage of the task completed during the billing period.

4. TIME OF PERFORMANCE. The services of CONTRACTOR are to commence upon receipt of a notice to proceed from CITY and shall continue until all authorized work is completed to CITY's reasonable satisfaction, in accordance with the schedule incorporated in "**Exhibit A,**" unless extended in writing by CITY.

5. FAMILIARITY WITH WORK. By executing this Agreement, CONTRACTOR represents that CONTRACTOR has (a) thoroughly investigated and considered the scope of services to be performed; (b) carefully considered how the services should be performed; and (c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

6. KEY PERSONNEL. CONTRACTOR's key person assigned to perform work under this Agreement is . CONTRACTOR shall not assign another person to be in charge of the work contemplated by this Agreement without the prior written authorization of CITY.

7. TERM OF AGREEMENT. The term of this Agreement shall commence upon execution by both parties and shall expire on _____, unless earlier termination occurs under Section 13 of this Agreement, or extended in writing in advance by both parties.

8. BEST MANAGEMENT PRACTICES AND TRAINING. The contractor shall implement and maintain activity specific Best Management Practices (BMPs) to prevent pollutant loading from stormwater and non-stormwater discharges to receiving waters as required in Municipal NPDES Permit No. CAS004004. Contracting staff whose primary job duties are related to implementation of BMPs shall be adequately trained to effectively implement, operate, and maintain such BMPs and must be versed in factors affecting BMP effectiveness. The contractor shall certify they have received all

applicable training to implement the requirements in Municipal NPDES Permit No. CAS004004 and shall provide documentation to that effect.

9. **CHANGES.** CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONTRACTOR and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with written agreement between the parties.
10. **TAXPAYER IDENTIFICATION NUMBER.** CONTRACTOR will provide CITY with a Taxpayer Identification Number.
11. **PERMITS AND LICENSES.** CONTRACTOR will obtain and maintain during the term of this Agreement all permits, licenses, and certificates that may be required by local, state and federal laws in connection with the performance of services under this Agreement, including a business license as specified in Title VI, Chapter 2 of the Lomita Municipal Code.
12. **LAWS AND REGULATIONS; EMPLOYEE/LABOR CERTIFICATION.** CONTRACTOR shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. CONTRACTOR shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for CITY to terminate the Agreement for cause
13. **PREVAILING WAGE.**
 - A. Prevailing Wage. CONTRACTOR is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, CONTRACTOR agrees to fully comply with such Prevailing Wage Laws. Upon request, CITY shall provide CONTRACTOR with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. CONTRACTOR shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the services available to interested parties upon request, and shall post copies at the CONTRACTOR'S principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and CONTRACTOR shall therefore comply with such Labor Code sections to the fullest extent required by law. CONTRACTOR shall defend, indemnify and hold the CITY, its officials, officers,

employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

- B. Registration/DIR Compliance. If the services are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, CONTRACTOR and all subcontractors must be registered with the Department of Industrial Relations ("DIR"). CONTRACTOR shall maintain registration for the duration of the project and require the same of any subcontractors. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be CONTRACTOR'S sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against CONTRACTOR or any subcontractors that affect CONTRACTOR'S performance of services, including any delay, shall be CONTRACTOR'S sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered CONTRACTOR caused delay and shall not be compensable by CITY. CONTRACTOR shall defend, indemnify and hold CITY, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against CONTRACTOR or any subcontractor.
- C. Labor Certification. By its signature hereunder, CONTRACTOR certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.
- D. Employment of Apprentices. CONTRACTOR and all subcontractors shall comply with the requirements of Labor Code sections 1777.5 and 1777.6 in the employment of apprentices. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.
- E. CONTRACTOR or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Labor Code section 1777.1 or 1777.7. Any contract on a public works project entered into between CONTRACTOR and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid or may have been paid to a debarred subcontractor by CONTRACTOR on the project shall be returned to CITY. CONTRACTOR shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

F. CONTRACTOR agrees to bind every subcontractor to the terms of the Agreement as far as such terms are applicable to subcontractor's portion of the work. CONTRACTOR shall be as fully responsible to CITY for the acts and omissions of its subcontractor and of persons either directly or indirectly employed by its subcontractor, as CONTRACTOR is for acts and omissions of persons directly employed by CONTRACTOR. Nothing contained in these Agreement shall create any contractual relationship between any subcontractor and CITY.

14. TERMINATION.

- A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause. Notice of termination shall be in writing.
- B. CONTRACTOR may terminate this Agreement. Notice will be in writing at least 30 days before the effective termination date.
- C. In the event of such termination, CONTRACTOR shall cease services as of the date of termination, all finished or unfinished documents, data, drawings, maps, and other materials prepared by CONTRACTOR shall, at CITY's option, become CITY's property, and CONTRACTOR will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination.
- D. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.

15. INDEMNIFICATION.

- A. CONTRACTOR shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of CITY'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of CITY. Should CITY in its sole discretion find CONTRACTOR'S legal counsel unacceptable, then CONTRACTOR shall reimburse CITY its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. CONTRACTOR shall promptly pay any final judgment rendered against CITY (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.
- B. The requirements as to the types and limits of insurance coverage to be maintained by CONTRACTOR as required by Section 19, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or

qualify the liabilities and obligations otherwise assumed by CONTRACTOR pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

16. **ASSIGNABILITY**. This Agreement is for CONTRACTOR's professional services. CONTRACTOR's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.

17. **INDEPENDENT CONTRACTOR**. CITY and CONTRACTOR agree that CONTRACTOR will act as an independent contractor and will have control of all work and the manner in which it is performed. CONTRACTOR will be free to contract for similar service to be performed for other employers while under contract with CITY. CONTRACTOR is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONTRACTOR as to the details of doing the work or to exercise a measure of control over the work means that CONTRACTOR will follow the direction of the CITY as to end results of the work only.

18. **AUDIT OF RECORDS**.

A. CONTRACTOR agrees that CITY, or designee, has the right to review, obtain, and copy all records pertaining to the performance of this Agreement. CONTRACTOR agrees to provide CITY, or designee, with any relevant information requested and will permit CITY, or designee, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this Agreement. CONTRACTOR further agrees to maintain such records for a period of three (3) years following final payment under this Agreement.

B. CONTRACTOR will keep all books, records, accounts and documents pertaining to this Agreement separate from other activities unrelated to this Agreement.

19. **CORRECTIVE MEASURES**. CONTRACTOR will promptly implement any corrective measures required by CITY regarding the requirements and obligations of this Agreement. CONTRACTOR will be given a reasonable amount of time as determined by CITY to implement said corrective measures. Failure of CONTRACTOR to implement required corrective measures shall result in immediate termination of this Agreement.

20. **INSURANCE REQUIREMENTS**.

A. CONTRACTOR, at CONTRACTOR's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:

1. Workers Compensation Insurance as required by law. CONTRACTOR shall require all subcontractors similarly to provide such compensation insurance for their respective employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against CITY, its officers, agents, employees, and volunteers for losses arising from work performed by CONTRACTOR for CITY.
 2. General Liability Coverage. CONTRACTOR shall maintain commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
 3. Automobile Liability Coverage. CONTRACTOR shall maintain automobile liability insurance covering bodily injury and property damage for all activities of CONTRACTOR arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
 4. Professional Liability Coverage. CONTRACTOR shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from CONTRACTOR'S operations under this Agreement, whether such operations be by CONTRACTOR or by its employees, subcontractors, or subcontractors. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis. When coverage is provided on a "claims made basis," CONTRACTOR will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CONTRACTOR for all claims made by CITY arising out of any errors or omissions of CONTRACTOR, or its officers, employees or agents during the time this Agreement was in effect.
- B. Endorsements. Each general liability, automobile liability and professional liability insurance policy shall be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California, or which is approved in writing by CITY, and shall be endorsed as follows. CONTRACTOR also agrees to require all contractors, and subcontractors to do likewise.
1. "The CITY, its elected or appointed officers, officials, employees, agents,

and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONTRACTOR, including materials, parts, or equipment furnished in connection with such work or operations.”

2. This policy shall be considered primary insurance as respects CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by CITY, including any self-insured retention CITY may have, shall be considered excess insurance only and shall not contribute with this policy.
 3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
 4. The insurer waives all rights of subrogation against CITY, its elected or appointed officers, officials, employees, or agents.
 5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its elected or appointed officers, officials, employees, agents, or volunteers.
 6. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' written notice has been received by CITY.
- C. CONTRACTOR agrees to provide immediate notice to CITY of any claim or loss against Contractor arising out of the work performed under this agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.
- D. Any deductibles or self-insured retentions must be declared to and approved by CITY. At CITY's option, CONTRACTOR shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- E. CONTRACTOR shall provide certificates of insurance with original endorsements to CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with CITY at all times during the term of this Agreement.
- F. Failure on the part of CONTRACTOR to procure or maintain required insurance shall constitute a material breach of contract under which CITY may terminate this Agreement pursuant to Section 13 above.
- G. The commercial general and automobile liability policies required by this

Agreement shall allow CITY, as additional insured, to satisfy the self-insured retention (“SIR”) and/or deductible of the policy in lieu of the CONTRACTOR (as the named insured) should CONTRACTOR fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. CONTRACTOR understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONTRACTOR as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should CITY pay the SIR or deductible on CONTRACTOR’S behalf upon CONTRACTOR’S failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, CITY may include such amounts as damages in any action against Contractor for breach of this Agreement in addition to any other damages incurred by CITY due to the breach.

21. **USE OF OTHER CONTRACTORS.** CONTRACTOR must obtain CITY’s prior written approval to use any Contractors while performing any portion of this Agreement. Such approval must include approval of the proposed Contractor and the terms of compensation.
22. **FINAL PAYMENT ACCEPTANCE CONSTITUTES RELEASE.** The acceptance by the CONTRACTOR of the final payment made under this Agreement shall operate as and be a release of CITY from all claims and liabilities for compensation to the CONTRACTOR for anything done, furnished or relating to the CONTRACTOR’S work or services. Acceptance of payment shall be any negotiation of CITY’S check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by CITY shall not constitute, nor be deemed, a release of the responsibility and liability of CONTRACTOR, its employees, sub-Contractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by CITY for any defect or error in the work prepared by CONTRACTOR, its employees, sub-Contractors and agents.
23. **CORRECTIONS.** In addition to the above indemnification obligations, the CONTRACTOR shall correct, at its expense, all errors in the work which may be disclosed during CITY’S review of CONTRACTOR’S report or plans. Should the CONTRACTOR fail to make such correction in a reasonably timely manner, such correction shall be made by CITY, and the cost thereof shall be charged to CONTRACTOR. In addition to all other available remedies, CITY may deduct the cost of such correction from any retention amount held by CITY or may withhold payment otherwise owed CONTRACTOR under this Agreement up to the amount of the cost of correction.
24. **NON-APPROPRIATION OF FUNDS.** Payments to be made to CONTRACTOR by CITY for services preformed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that CITY does not appropriate sufficient funds for payment of CONTRACTOR’S services

beyond the current fiscal year, the Agreement shall cover payment for CONTRACTOR'S only to the conclusion of the last fiscal year in which CITY appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

25. **NOTICES.** All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

CITY	CONTRACTOR
<u>City of Lomita</u> <u>24300 Narbonne Avenue</u> <u>Lomita, CA 90717</u> <u>ATTN: City Manager</u>	<u>ATTN:</u>

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph. Courtesy copies of notices may be sent via electronic mail, provided that the original notice is deposited in the U.S. mail or personally delivered as specified in this Section.

26. **SOLICITATION.** CONTRACTOR maintains and warrants that it has not employed nor retained any company or person, other than CONTRACTOR's bona fide employee, to solicit or secure this Agreement. Further, CONTRACTOR warrants that it has not paid nor has it agreed to pay any company or person, other than CONTRACTOR's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONTRACTOR breach or violate this warranty, CITY may rescind this Agreement without liability.
27. **THIRD PARTY BENEFICIARIES.** This Agreement and every provision herein is generally for the exclusive benefit of CONTRACTOR and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONTRACTOR's or CITY's obligations under this Agreement.
28. **INTERPRETATION.** This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.
29. **ENTIRE AGREEMENT.** This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written.

30. **RULES OF CONSTRUCTION.** Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.
31. **AUTHORITY/MODIFICATION.** The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment with signatures of all parties to this Agreement. CITY's city administrator, or designee, may execute any such amendment on behalf of CITY.
32. **ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES.** The Parties agree that this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission, scanned and delivered via electronic mail, or delivered using digital signature technology approved by CITY. Such facsimile or electronic signatures will be treated in all respects as having the same effect as an original signature.
33. **FORCE MAJEURE.** Should performance of this Agreement be impossible due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.
34. **TIME IS OF ESSENCE.** Time is of the essence to comply with dates and schedules to be provided.
35. **ATTORNEY'S FEES.** The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.
36. **STATEMENT OF EXPERIENCE.** By executing this Agreement, CONTRACTOR represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. CONTRACTOR represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private Contractors, and experience in dealing with public agencies all suggest that CONTRACTOR is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.
37. **DISCLOSURE REQUIRED.** (CITY and CONTRACTOR initials required at one of the following paragraphs)

By their respective initials next to this paragraph, CITY and CONTRACTOR hereby acknowledge that CONTRACTOR is a "contractor" for the purposes of the California Political Reform Act because CONTRACTOR'S duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18700.3(a)(2) or otherwise serves in a staff capacity for which disclosure would otherwise be required were CONTRACTOR employed by CITY. CONTRACTOR hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the CITY'S Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to Contractor commencing services hereunder, the City's Manager shall prepare and deliver to CONTRACTOR a memorandum detailing the extent of CONTRACTOR'S disclosure obligations in accordance with the CITY'S Conflict of Interest Code.

City Initials _____

Contractor Initials _____

OR

By their initials next to this paragraph, CITY and CONTRACTOR hereby acknowledge that CONTRACTOR is not a "contractor" for the purpose of the California Political Reform Act because CONTRACTOR'S duties and responsibilities are not within the scope of the definition of contractor in Fair Political Practice Commission Regulation 18700.3(a)(2) and is otherwise not serving in staff capacity in accordance with CITY'S Conflict of Interest Code.

City Initials _____

Contractor Initials _____

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF LOMITA

CONTRACTOR

Ryan Smoot, City Manager

By:

TITLE

ATTEST:

Kathleen Horn Gregory, City
Clerk

Taxpayer ID No.

APPROVED AS TO FORM:

City Attorney



**REQUEST FOR PROPOSALS
FOR ON-CALL WATER PIPELINE CONSTRUCTION
AND REPAIR SERVICES**

Release Date: October 31, 2022

Deadline for Submission: November 21, 2022 at 4:00 p.m.

Submit Proposals to:

**City of Lomita
Attn: Carla Dillon, P.E.
Public Works Department
24300 Narbonne Ave
Lomita, CA 90717**

Refer questions to:

**Public Works Department
(310) 325-7110 x 155
publicworks@lomitacity.com**



EXHIBIT B – PROPOSER’S STATEMENT OF QUALIFICATIONS FORM

Please provide requested information in full. Proposers who do not provide the requested information or submit a complete Cost Proposal (Exhibit C) may have their proposal deemed unresponsive during the selection process. All information provided by the proposer will be subject to verification by the City.

1. CONTRACTOR INFORMATION

The primary contact shall be the person with the authority to negotiate contracts with the City.

Name of Contractor: Stephen Doreck Equipment Rentals, Inc.

Primary Contact and Title: Pablo Viramontes - Vice President

Legal Address of Contractor: 9075 Telegraph Road, CA 90660

Primary Contact Phone Number: 562-949-4949

Primary Contact Email Address: pablo@doreckconstruction.com

Number of employees: 35 Number of years in business: 15

2. LIST OF SUBCONTRACTORS

Provide a list of all subcontractors to perform work on this contract, including relevant licenses, permits, and certifications.

Subcontractor Name	Work to Be Performed	Licenses, Certifications, Permits
All American Asphalt	Grind and Cap	267073
Rangeline Tapping Services	Line Stops	1086915

3. CONTRACTOR’S AND SUBCONTRACTOR’S QUALIFICATIONS

Describe Contractor’s experience in providing relevant services, including any relevant work for governmental agencies. Include a description of Contractor’s and any subcontractor’s core-competency and experience with similar work that is described in the Scope of Services. Attach a separate sheet, if necessary.

SDER has performed on-call services for various agencies throughout
southern California. SDER has performed all aspects of water work repairs ranging from
fire hydrants, water services, main line breaks, and other various tasks. SDER is also
able to perform repairs on storm drain utilities and sewer utilities as well.

4. LICENSES AND CERTIFICATIONS

Provide a listing of any relevant certifications, permits, or licenses for Contractor's or subcontractor's personnel and equipment use. Include the license number and type and indicate whether the license is held by the Contractor or subcontractor.

Stephen Doreck Equipment Rentals, Inc.- License No. 665471 - General Engineerig A

All American Asphalt - License No. 267073 - Geneal Engineering A

Rangeline Tapping Services - License No. 1086915 - General Engineering A

5. LIST OF REFERENCES

Please provide current references for 3 past or existing commercial clients doing similar work to that specified in this RFP.

A. Client: City of Paramount

Contact Name / Title: David Arrellano - Manager

Phone Number / Email Address: 562-220-2146 darrellano@paramountcity.com

B. Client: Golden State Water Company

Contact Name / Title: Jose Garcia - Operator III

Phone Number / Email Address: 323-581-2887 Jose.Garcia@gswater.com

C. Client: City of Inglewood

Contact Name / Title: Steve Ycute - Water Manager

Phone Number / Email Address: 310-412-5462 sycute@cityofinglewood.org

6. CONTRACTOR OPERATIONS

Number of employees: 35

Number of years in business: 15

Describe if and how promptly Contractor will provide services in the case of overnight or weekend emergency repairs.


SDER maintains a 24 hour on call listing which is available to our customer with a response within 2 hours.

Describe how Contractor shall seek to attain the quality of service set forth in the RFP.

SDER has employees with over 30 years of experience of performing the
requirements of this RFP.

7. PROOF OF INSURANCE

In a separate attachment, provide proof of insurance, as specified in the attached Professional Services Agreement.

Contractor's Signature:  Date: 11/21/22
Pablo Viramontes - Vice President

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On November 21, 2022 before me, Sylvia Sifuentes (Notary Public)
(insert name and title of the officer)

personally appeared Pablo Viramontes,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in
his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



Sylvia Sifuentes (Notary Public)

(Seal)





EXHIBIT C – COST PROPOSAL FORM

SECTION 1 – COMPENSATION SCHEDULE

Hourly Rate shown in the compensation schedule shall reflect the rate charged. **Mark-Up** shall include trade related tools, transportation, relevant expenses, overhead, taxes and profit, to perform work, which may be involved in the contract (mark-up **does not** include materials or equipment – see Sections 3 & 4). Any proposal **without** a **completed** compensation schedule will be rejected as non-responsive. If more than two positions are needed to adequately meet the scope of work, complete positions A-B and then complete however many additional compensation schedule positions sheets (Page 2) are necessary for the positions to complete the scope of work.

If available, please provide a company staff rate sheet and/or equipment rental rate sheet.

Note: Hourly Rate + Mark-Up % x Number of Hours = Total Price

Suggested Number of Hours for Foreman or Laborer

PERFORMANCE PERIOD	Foreman/Lead Level Position	Skilled Worker/Laborer Level Position
Straight Time	40	120
Overtime Daily (Mon – Fri)	4	12
Overtime Saturday	4	12
Overtime Sunday and Holiday	4	12
24/ 7 Emergency Response Premium 2-hour response time required	4	12

A. POSITION TITLE: Foreman / Superintendent

PERFORMANCE PERIOD	HOURLY RATE	MARK-UP %	NUMBER OF HOURS	TOTAL PRICE
Straight Time	103.50	20	8	993.59
Overtime Daily (Mon – Fri)	137.96	20	4	662.18
Overtime Saturday	137.96	20	4	662.18
Overtime Sunday and Holiday	172.41	20	4	827.57
24/ 7 Emergency Response Premium 2-hour response time required	0.00			0.00
A. Sub-Total				3,145.53

B. POSITION TITLE: Pipelayer

PERFORMANCE PERIOD	HOURLY RATE	MARK-UP %	NUMBER OF HOURS	TOTAL PRICE
Straight Time	90.60	20	8	869.73
Overtime Daily (Mon – Fri)	119.16	20	4	571.95
Overtime Saturday	119.16	20	4	571.95
Overtime Sunday and Holiday	147.71	20	4	708.99
24/ 7 Emergency Response Premium 2 hour response time required	0.00			0.00
B. Sub-Total				2,722.62

ADDITIONAL COMPENSATION SCHEDULE POSITIONS

. **POSITION TITLE:** General Laborer

PERFORMANCE PERIOD	HOURLY RATE	MARK-UP %	NUMBER OF HOURS	TOTAL PRICE
Straight Time	81.14	20	8	778.95
Overtime Daily (Mon – Fri)	105.38	20	4	505.81
Overtime Saturday	105.38	20	4	505.81
Overtime Sunday and Holiday	129.60	20	4	622.09
24/ 7 Emergency Response Premium 2 hour response time required				
Sub-Total				2,412.65

. **POSITION TITLE:** Operator

PERFORMANCE PERIOD	HOURLY RATE	MARK-UP %	NUMBER OF HOURS	TOTAL PRICE
Straight Time	116.16	20	8	1,115.11
Overtime Daily (Mon – Fri)	154.33	20	4	740.76
Overtime Saturday	154.33	20	4	740.76
Overtime Sunday and Holiday	192.49	20	4	923.97
24/ 7 Emergency Response Premium 2 hour response time required	0.00			0.00
Sub-Total				3,520.62

. **POSITION TITLE:** Truck Driver

PERFORMANCE PERIOD	HOURLY RATE	MARK-UP %	NUMBER OF HOURS	TOTAL PRICE
Straight Time	81.14	20	8	778.95
Overtime Daily (Mon – Fri)	105.38	20	4	505.81
Overtime Saturday	105.38	20	4	505.81
Overtime Sunday and Holiday	129.60	20	4	622.09
24/ 7 Emergency Response Premium 2 hour response time required	0.00			0.00
Sub-Total				2,412.65

. **POSITION TITLE:**

PERFORMANCE PERIOD	HOURLY RATE	MARK-UP %	NUMBER OF HOURS	TOTAL PRICE
Straight Time				
Overtime Daily (Mon – Fri)				
Overtime Saturday				
Overtime Sunday and Holiday				
24/ 7 Emergency Response Premium 2 hour response time required				
Sub-Total				

SECTION 2 – TOTAL PROPOSAL PRICE FOR HOURLY RATE AND MARK-UP

This includes the cost of labor, parts, implements and supplies necessary to complete the project, as based on the City Representative’s estimate of quantities of work to be done (summation of preceding subtotals of Items A, B, C, etc. inclusive):

TOTAL AMOUNT OF PROPOSAL IN FIGURES: \$ 14,214.07

TOTAL AMOUNT OF PROPOSAL IN WORDS:

Fourteen thousand two hundred fourteen thousand dollars and seven cents

In case of a discrepancy between words and figures, the words shall prevail. If the amounts proposed on individual items (if called for) do not in fact add up to the total amount shown by the Bidder, the correctly added total of the individual items shall prevail over the total figure shown by the Bidder if there is a discrepancy between these figures.

SECTION 3 – PERCENTAGE MARK-UP ON MATERIALS AND EQUIPMENT

PERCENTAGE MARK-UP ON MATERIALS: Not to be included as part of lump sum. Percentage shall be filled in or the proposal will be deemed unresponsive.

Percentage Mark-up for Materials (shall not exceed 15%): 15 %

PERCENTAGE MARK-UP ON EQUIPMENT: Not to be included as part of lump sum. Percentage shall be filled in or the proposal will be deemed unresponsive.

Percentage Mark-up for Equipment (shall not exceed 15%): 15 %

All requests for payment will require copies of the receipts for all purchased materials or equipment. Should the City deem necessary the vendor may be required to provide more than one quote for the purchase of material or equipment rental.

Contractor’s Signature:  Date: 11/21/22
Pablo Viramontes - Vice President

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On November 21, 2022 before me, Sylvia Sifuentes (Notary Public)
(insert name and title of the officer)

personally appeared Pablo Viramontes,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in
his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her~~/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



Sylvia Sifuentes (Notary Public)

(Seal)



ACKNOWLEDGEMENT OF ADDENDUM

ON-CALL WATER PIPELINE CONSTRUCTION AND REPAIR SERVICES

Complete and sign this acknowledgement form. Enclose the original copy of the acknowledgement in your proposal. Failure to do so may result in disqualification of your firm's proposal.

The undersigned acknowledges receipt of Addendum No. 1 dated November 17, 2022.

ATTEST:

Principal:

Stephen Doreck Equipment Rentals, Inc.

Address:

9075 Telegraph Road, CA 90660

By:



Pablo Viramontes

Title:

Vice President

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

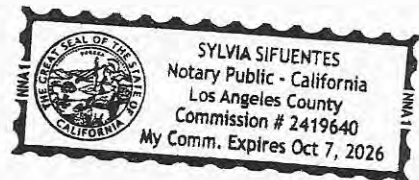
On November 21, 2022 before me, Sylvia Sifuentes (Notary Public)
(insert name and title of the officer)

personally appeared Pablo Viramontes,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in
his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/~~their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)
Sylvia Sifuentes (Notary Public)



SDE EQUIPMENT RENTALS

15% Mark-Up

As of MARCH 2022

Item No.	Backhoe's	Hr/Rate	Day/Rate	Idle Rate/Hr
BH310	John Deere 310	75.00	600.00	30.00
BH410	John Deere 410	85.00	680.00	34.00
BH580	Case 580 Super M	65.00	520.00	26.00
BH140	Komatsu WD140	65.00	520.00	26.00
	Mini-Excavator	45.00	360.00	18.00
BHCWL	Compaction Wheel	35.00	280.00	14.00
BHBRK	750 FT/LB Breaker	75.00	600.00	30.00
MANT	BACKHOE - MAINTAIN	120.00	960.00	48
Job Trucks W/Tools				
JT050	1/2 Ton	14.00	112.00	5.60
JT075	3/4 Ton w/fuel tank	15.00	120.00	6.00
JT100	1 Ton w/tools	20.00	160.00	8.00
DTBOB	Dump Truck - Bobtail	60.00	480.00	24.00
DT10W	Dump Truck - 10 Wheel	95.00	760.00	38.00
AR5TN	Asphalt Roller - 5 Ton	40.00	320.00	16.00
AR3TN	Asphalt Roller - 3 Ton	25.00	200.00	10.00
Misc. Equipment				
WT180	Water Truck - 1800-2000 Gallon	65.00	520.00	26.00
AC175	Air Compressor - 175/185CFM W/Jhammer & Points	19.75	150.00	7.90
MEBTO	Boring Tool	15.63	125.00	n/a
METP2	Trash Pump/hoses - 2"	8.13	65.00	3.25
MECOS	Cut off saw	7.88	63.00	n/a
	Cut off saw blades	8.60	Each	n/a
FLATR	Forklift - All Terrain	31.25	250.00	12.50
CMWAK	Compactor - Hand (Wacker)	11.88	95.00	4.75
CMVPL	Compactor - Vibra Plate	10.63	85.00	4.25
	Compactor - Walk Behind	31.50	252.00	12.60
MEGN5	Generator - 5KW	7.50	60.00	n/a

SDE EQUIPMENT RENTALS

As of MARCH 2022

MECGN	Chipping Gun	4.75	38.00	n/a
	Point		6.00	n/a
MEHTM	Hot Tap Machine - 1" - 2"	18.75	150.00	7.50
MEWLD	Welder - 170 AMP	5.63	45.00	n/a
	Torch Set		85.00	n/a
MEHTP	Hydrostatic Test Pump	9.38	75.00	n/a
MESTP	Stomper - Arrow	125.00		50.00
	Compaction plate	35.00		n/a
	Dump Trailer	8.75	70	
DTMVT	Move Trailer	12.50		n/a
MESPM	Submersible - Pump	36.00	Per Day	n/a
MESAW	Concrete Saw	120.00		48.00
	Traffic Plates	17.43	139.44	69.72
	Water Wagon	7.50	60	
	18" Grinder Attachment	46.00	375	187.5
	Traffic Control			
TCARW	Arrowboard - Solar	12.50	100.00	5.00
TCSGN	Signs w/stand - Large	3.50 ea		n/a
TCDEL	Delineators	0.35 ea		n/a
TCLTW	Light Tower		100.00	3.25



**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF LOMITA AND VALVERDE CONSTRUCTION, INC.**

This AGREEMENT for On-Call Water Pipeline Construction and Repair Services is entered into this 20th day of December 2022, by and between the CITY OF LOMITA, a general law city and municipal corporation ("CITY") and Valverde Construction, Inc. ("CONTRACTOR").

RECITALS

- A. CITY does not have the personnel able and/or available to perform the services required under this agreement.
- B. Therefore, CITY desires to contract out for On-Call Water Pipeline Construction and Repair Services.
- C. CONTRACTOR warrants to CITY that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.
- D. CITY desires to contract with CONTRACTOR to perform the services as described in **Exhibit A** of this Agreement.

NOW, THEREFORE, based on the foregoing recitals, CITY and CONTRACTOR agree as follows:

1. CONSIDERATION AND COMPENSATION.

- A. As partial consideration, CONTRACTOR agrees to perform the work listed in the SCOPE OF SERVICES, attached as **Exhibit A**;
- B. As additional consideration, CONTRACTOR and CITY agree to abide by the terms and conditions contained in this Agreement;
- C. As additional consideration, CITY agrees to pay CONTRACTOR an amount not to exceed the rates provided on an as-needed basis for CONTRACTOR's services, unless otherwise specified by written amendment to this Agreement. Rates as of agreement are included in **Exhibit B**.
 - i. The total sum to be expended under this Agreement will not exceed \$65,000 in any single year of this Agreement.

- ii. The rates detailed in **Exhibit B** may be increased up to 4.5% annually at the sole discretion of the City Manager, upon CONTRACTOR providing evidence that (1) such increase is reasonable, (2) such increase is comparable to similar contractors in the area who perform the same services, and (3) CONTRACTOR charges no lower rate for any other person or entity. Such increase in rates must be approved in writing by the City Manager.
- D. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager or his designee.
- E. CONTRACTOR shall submit to CITY, by not later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the previous month. CITY shall pay CONTRACTOR all uncontested amounts set forth in the CONTRACTOR'S bill within 30 days after it is received.

2. SCOPE OF SERVICES.

- A. CONTRACTOR will perform the services and activities set forth in the SCOPE OF SERVICES attached hereto as **Exhibit A** and incorporated herein by this reference. If any part of **Exhibit A** is inconsistent with the terms of this Agreement, the terms of this Agreement shall control.
- B. Except as herein otherwise expressly specified to be furnished by CITY, CONTRACTOR will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space, and facilities necessary or proper to perform and complete the work and provide the professional services required of CONTRACTOR by this Agreement.

- 3. PAYMENTS.** For CITY to pay CONTRACTOR as specified by this Agreement, CONTRACTOR must submit an invoice to CITY which lists the reimbursable costs, the specific tasks performed, and, for work that includes deliverables, the percentage of the task completed during the billing period.

- 4. TIME OF PERFORMANCE.** The services of CONTRACTOR are to commence upon receipt of a notice to proceed from CITY and shall continue until all authorized work is completed to CITY's reasonable satisfaction, in accordance with the schedule incorporated in "**Exhibit A**," unless extended in writing by CITY.

- 5. FAMILIARITY WITH WORK.** By executing this Agreement, CONTRACTOR represents that CONTRACTOR has (a) thoroughly investigated and considered the scope of services to be performed; (b) carefully considered how the services should be performed; and (c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

6. **KEY PERSONNEL.** CONTRACTOR's key person assigned to perform work under this Agreement is . CONTRACTOR shall not assign another person to be in charge of the work contemplated by this Agreement without the prior written authorization of CITY.
7. **TERM OF AGREEMENT.** The term of this Agreement shall commence upon execution by both parties and shall expire on December 31, 2025, unless earlier termination occurs under Section 13 of this Agreement, or extended in writing in advance by both parties.
8. **BEST MANAGEMENT PRACTICES AND TRAINING.** The contractor shall implement and maintain activity specific Best Management Practices (BMPs) to prevent pollutant loading from stormwater and non-stormwater discharges to receiving waters as required in Municipal NPDES Permit No. CAS004004. Contracting staff whose primary job duties are related to implementation of BMPs shall be adequately trained to effectively implement, operate, and maintain such BMPs and must be versed in factors affecting BMP effectiveness. The contractor shall certify they have received all applicable training to implement the requirements in Municipal NPDES Permit No. CAS004004 and shall provide documentation to that effect.
9. **CHANGES.** CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONTRACTOR and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with written agreement between the parties.
10. **TAXPAYER IDENTIFICATION NUMBER.** CONTRACTOR will provide CITY with a Taxpayer Identification Number.
11. **PERMITS AND LICENSES.** CONTRACTOR will obtain and maintain during the term of this Agreement all permits, licenses, and certificates that may be required by local, state and federal laws in connection with the performance of services under this Agreement, including a business license as specified in Title VI, Chapter 2 of the Lomita Municipal Code.
12. **LAWS AND REGULATIONS; EMPLOYEE/LABOR CERTIFICATION.** CONTRACTOR shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. CONTRACTOR shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for CITY to terminate the Agreement for cause
13. **PREVAILING WAGE.**
 - A. Prevailing Wage. CONTRACTOR is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which

require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, CONTRACTOR agrees to fully comply with such Prevailing Wage Laws. Upon request, CITY shall provide CONTRACTOR with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. CONTRACTOR shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the services available to interested parties upon request, and shall post copies at the CONTRACTOR'S principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and CONTRACTOR shall therefore comply with such Labor Code sections to the fullest extent required by law. CONTRACTOR shall defend, indemnify and hold the CITY, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

- B. Registration/DIR Compliance. If the services are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, CONTRACTOR and all subcontractors must be registered with the Department of Industrial Relations ("DIR"). CONTRACTOR shall maintain registration for the duration of the project and require the same of any subcontractors. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be CONTRACTOR'S sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against CONTRACTOR or any subcontractors that affect CONTRACTOR'S performance of services, including any delay, shall be CONTRACTOR'S sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered CONTRACTOR caused delay and shall not be compensable by CITY. CONTRACTOR shall defend, indemnify and hold CITY, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against CONTRACTOR or any subcontractor.
- C. Labor Certification. By its signature hereunder, CONTRACTOR certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.
- D. Employment of Apprentices. CONTRACTOR and all subcontractors shall comply with the requirements of Labor Code sections 1777.5 and 1777.6 in the employment of apprentices. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial

Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

- E. CONTRACTOR or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Labor Code section 1777.1 or 1777.7. Any contract on a public works project entered into between CONTRACTOR and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid or may have been paid to a debarred subcontractor by CONTRACTOR on the project shall be returned to CITY. CONTRACTOR shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.
- F. CONTRACTOR agrees to bind every subcontractor to the terms of the Agreement as far as such terms are applicable to subcontractor's portion of the work. CONTRACTOR shall be as fully responsible to CITY for the acts and omissions of its subcontractor and of persons either directly or indirectly employed by its subcontractor, as CONTRACTOR is for acts and omissions of persons directly employed by CONTRACTOR. Nothing contained in these Agreement shall create any contractual relationship between any subcontractor and CITY.

14. TERMINATION.

- A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause. Notice of termination shall be in writing.
- B. CONTRACTOR may terminate this Agreement. Notice will be in writing at least 30 days before the effective termination date.
- C. In the event of such termination, CONTRACTOR shall cease services as of the date of termination, all finished or unfinished documents, data, drawings, maps, and other materials prepared by CONTRACTOR shall, at CITY's option, become CITY's property, and CONTRACTOR will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination.
- D. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.

15. INDEMNIFICATION.

- A. CONTRACTOR shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of CITY'S passive negligence, but

excepting such loss or damage which is caused by the sole active negligence or willful misconduct of CITY. Should CITY in its sole discretion find CONTRACTOR'S legal counsel unacceptable, then CONTRACTOR shall reimburse CITY its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. CONTRACTOR shall promptly pay any final judgment rendered against CITY (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

B. The requirements as to the types and limits of insurance coverage to be maintained by CONTRACTOR as required by Section 19, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONTRACTOR pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

16. **ASSIGNABILITY.** This Agreement is for CONTRACTOR's professional services. CONTRACTOR's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.

17. **INDEPENDENT CONTRACTOR.** CITY and CONTRACTOR agree that CONTRACTOR will act as an independent contractor and will have control of all work and the manner in which is it performed. CONTRACTOR will be free to contract for similar service to be performed for other employers while under contract with CITY. CONTRACTOR is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONTRACTOR as to the details of doing the work or to exercise a measure of control over the work means that CONTRACTOR will follow the direction of the CITY as to end results of the work only.

18. **AUDIT OF RECORDS.**

A. CONTRACTOR agrees that CITY, or designee, has the right to review, obtain, and copy all records pertaining to the performance of this Agreement. CONTRACTOR agrees to provide CITY, or designee, with any relevant information requested and will permit CITY, or designee, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this Agreement. CONTRACTOR further agrees to maintain such records for a period of three (3) years following final payment under this Agreement.

B. CONTRACTOR will keep all books, records, accounts and documents pertaining to this Agreement separate from other activities unrelated to this

Agreement.

19. CORRECTIVE MEASURES. CONTRACTOR will promptly implement any corrective measures required by CITY regarding the requirements and obligations of this Agreement. CONTRACTOR will be given a reasonable amount of time as determined by CITY to implement said corrective measures. Failure of CONTRACTOR to implement required corrective measures shall result in immediate termination of this Agreement.

20. INSURANCE REQUIREMENTS.

A. CONTRACTOR, at CONTRACTOR's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:

1. Workers Compensation Insurance as required by law. CONTRACTOR shall require all subcontractors similarly to provide such compensation insurance for their respective employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against CITY, its officers, agents, employees, and volunteers for losses arising from work performed by CONTRACTOR for CITY.
2. General Liability Coverage. CONTRACTOR shall maintain commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
3. Automobile Liability Coverage. CONTRACTOR shall maintain automobile liability insurance covering bodily injury and property damage for all activities of CONTRACTOR arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
4. Professional Liability Coverage. CONTRACTOR shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from CONTRACTOR'S operations under this Agreement, whether such operations be by CONTRACTOR or by its employees, subcontractors, or subcontractors. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis. When coverage is provided on a "claims made basis," CONTRACTOR will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated.

Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CONTRACTOR for all claims made by CITY arising out of any errors or omissions of CONTRACTOR, or its officers, employees or agents during the time this Agreement was in effect.

- B. Endorsements. Each general liability, automobile liability and professional liability insurance policy shall be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California, or which is approved in writing by CITY, and shall be endorsed as follows. CONTRACTOR also agrees to require all contractors, and subcontractors to do likewise.
1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONTRACTOR, including materials, parts, or equipment furnished in connection with such work or operations."
 2. This policy shall be considered primary insurance as respects CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by CITY, including any self-insured retention CITY may have, shall be considered excess insurance only and shall not contribute with this policy.
 3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
 4. The insurer waives all rights of subrogation against CITY, its elected or appointed officers, officials, employees, or agents.
 5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its elected or appointed officers, officials, employees, agents, or volunteers.
 6. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' written notice has been received by CITY.
- C. CONTRACTOR agrees to provide immediate notice to CITY of any claim or loss against Contractor arising out of the work performed under this agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.
- D. Any deductibles or self-insured retentions must be declared to and approved by CITY. At CITY's option, CONTRACTOR shall demonstrate financial

capability for payment of such deductibles or self-insured retentions.

- E. CONTRACTOR shall provide certificates of insurance with original endorsements to CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with CITY at all times during the term of this Agreement.
 - F. Failure on the part of CONTRACTOR to procure or maintain required insurance shall constitute a material breach of contract under which CITY may terminate this Agreement pursuant to Section 13 above.
 - G. The commercial general and automobile liability policies required by this Agreement shall allow CITY, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the CONTRACTOR (as the named insured) should CONTRACTOR fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. CONTRACTOR understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONTRACTOR as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should CITY pay the SIR or deductible on CONTRACTOR'S behalf upon CONTRACTOR'S failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, CITY may include such amounts as damages in any action against Contractor for breach of this Agreement in addition to any other damages incurred by CITY due to the breach.
21. **USE OF OTHER CONTRACTORS.** CONTRACTOR must obtain CITY's prior written approval to use any Contractors while performing any portion of this Agreement. Such approval must include approval of the proposed Contractor and the terms of compensation.
22. **FINAL PAYMENT ACCEPTANCE CONSTITUTES RELEASE.** The acceptance by the CONTRACTOR of the final payment made under this Agreement shall operate as and be a release of CITY from all claims and liabilities for compensation to the CONTRACTOR for anything done, furnished or relating to the CONTRACTOR'S work or services. Acceptance of payment shall be any negotiation of CITY'S check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by CITY shall not constitute, nor be deemed, a release of the responsibility and liability of CONTRACTOR, its employees, sub-Contractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by CITY for any defect or error in the work prepared by CONTRACTOR, its employees, sub-Contractors and agents.

23. **CORRECTIONS.** In addition to the above indemnification obligations, the CONTRACTOR shall correct, at its expense, all errors in the work which may be disclosed during CITY'S review of CONTRACTOR'S report or plans. Should the CONTRACTOR fail to make such correction in a reasonably timely manner, such correction shall be made by CITY, and the cost thereof shall be charged to CONTRACTOR. In addition to all other available remedies, CITY may deduct the cost of such correction from any retention amount held by CITY or may withhold payment otherwise owed CONTRACTOR under this Agreement up to the amount of the cost of correction.
24. **NON-APPROPRIATION OF FUNDS.** Payments to be made to CONTRACTOR by CITY for services preformed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that CITY does not appropriate sufficient funds for payment of CONTRACTOR'S services beyond the current fiscal year, the Agreement shall cover payment for CONTRACTOR'S only to the conclusion of the last fiscal year in which CITY appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.
25. **NOTICES.** All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

CITY	CONTRACTOR
<u>City of Lomita</u> <u>24300 Narbonne Avenue</u> <u>Lomita, CA 90717</u>	<u>Valverde Construction, Inc.</u> <u>10936 Shoemaker Avenue</u> <u>Santa Fe Springs, CA 90670</u>
<u>ATTN: City Manager</u>	<u>ATTN: Edward Valverde</u>

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph. Courtesy copies of notices may be sent via electronic mail, provided that the original notice is deposited in the U.S. mail or personally delivered as specified in this Section.

26. **SOLICITATION.** CONTRACTOR maintains and warrants that it has not employed nor retained any company or person, other than CONTRACTOR's bona fide employee, to solicit or secure this Agreement. Further, CONTRACTOR warrants that it has not paid nor has it agreed to pay any company or person, other than CONTRACTOR's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONTRACTOR breach or violate this warranty, CITY may rescind this Agreement without liability.

27. **THIRD PARTY BENEFICIARIES.** This Agreement and every provision herein is generally for the exclusive benefit of CONTRACTOR and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONTRACTOR's or CITY's obligations under this Agreement.
28. **INTERPRETATION.** This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.
29. **ENTIRE AGREEMENT.** This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written.
30. **RULES OF CONSTRUCTION.** Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.
31. **AUTHORITY/MODIFICATION.** The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment with signatures of all parties to this Agreement. CITY's city administrator, or designee, may execute any such amendment on behalf of CITY.
32. **ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES.** The Parties agree that this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission, scanned and delivered via electronic mail, or delivered using digital signature technology approved by CITY. Such facsimile or electronic signatures will be treated in all respects as having the same effect as an original signature.
33. **FORCE MAJEURE.** Should performance of this Agreement be impossible due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.
34. **TIME IS OF ESSENCE.** Time is of the essence to comply with dates and schedules to be provided.
35. **ATTORNEY'S FEES.** The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.

36. **STATEMENT OF EXPERIENCE.** By executing this Agreement, CONTRACTOR represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. CONTRACTOR represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private Contractors, and experience in dealing with public agencies all suggest that CONTRACTOR is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.

37. **DISCLOSURE REQUIRED.** (CITY and CONTRACTOR initials required at one of the following paragraphs)

By their respective initials next to this paragraph, CITY and CONTRACTOR hereby acknowledge that CONTRACTOR is a "contractor" for the purposes of the California Political Reform Act because CONTRACTOR'S duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18700.3(a)(2) or otherwise serves in a staff capacity for which disclosure would otherwise be required were CONTRACTOR employed by CITY. CONTRACTOR hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the CITY'S Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to Contractor commencing services hereunder, the City's Manager shall prepare and deliver to CONTRACTOR a memorandum detailing the extent of CONTRACTOR'S disclosure obligations in accordance with the CITY'S Conflict of Interest Code.

City Initials _____

Contractor Initials _____

OR

By their initials next to this paragraph, CITY and CONTRACTOR hereby acknowledge that CONTRACTOR is not a "contractor" for the purpose of the California Political Reform Act because CONTRACTOR'S duties and responsibilities are not within the scope of the definition of contractor in Fair Political Practice Commission Regulation 18700.3(a)(2) and is otherwise not serving in staff capacity in accordance with CITY'S Conflict of Interest Code.

City Initials _____

Contractor Initials _____

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF LOMITA

CONTRACTOR

Ryan Smoot, City Manager

By:

TITLE

ATTEST:

Kathleen Horn Gregory, City
Clerk

Taxpayer ID No.

APPROVED AS TO FORM:

City Attorney



**REQUEST FOR PROPOSALS
FOR ON-CALL WATER PIPELINE CONSTRUCTION
AND REPAIR SERVICES**

Release Date: October 31, 2022

Deadline for Submission: November 21, 2022 at 4:00 p.m.

Submit Proposals to:

**City of Lomita
Attn: Carla Dillon, P.E.
Public Works Department
24300 Narbonne Ave
Lomita, CA 90717**

Refer questions to:

**Public Works Department
(310) 325-7110 x 155
publicworks@lomitacity.com**

REQUEST FOR PROPOSALS

I. OBJECTIVE

The City of Lomita is seeking written proposals from qualified Contractors for On-Call Water Pipeline Construction and Repair Services for a period of three (3) years, with the option, at the City's sole discretion, to extend for up to two (2) additional years upon successful demonstration of contract performance.

This RFP describes the required scope of services and the minimum information that must be included in the proposal. Failure to submit information in accordance with the RFP requirements may be cause for disqualification.

II. GENERAL INFORMATION

The City of Lomita owns and operates a State-regulated water system consisting of 46 miles of underground conveyance piping ranging from 4 inches to 16 inches in diameter, one groundwater source well with approximate production capability of 1,500 gallon per minute (GPM) which is currently off-line, two reservoirs with combined capacity over 5.4 million gallons, and two (2) pressure reducing stations (Appian Way and Monte Vista Pressure Reducing Station). The system also consists of approximately 797 valves, 470 fire hydrants, 55 flushing points and approximately 10 sample collection sites. Approximately 52% of the existing main are AC pipe, 30% cast iron, 13% ductile iron, 3% steel pipe and 2% unidentified pipes.

Due to its topographical setting, the City of Lomita's water system is divided into four (4) different pressure zones ranging in hydraulic grade line from 225 feet to 430 feet, see Exhibit A "Pressure Zone Map". Zone 1, serves approximately 80% of the population residing north of PCH to north City limit, Zone 2 serves the residents residing between PCH and 263rd Street, Zone 3 serves the residents south of 263rd Street to south City limit and Zone 4 serves the residents southeast of Western Avenue to the east City limit.

The table below provides a summary of the pressure zones.

Zone	Hydraulic Grade	Pressure Range (PSI)	No. of Connections
1	225	40-65	3,062
2	340	45-110	930
3	430	60-125	182
4	355	72-80	15

Approximately 70% of the City's distribution system was constructed between 1928 and 1970.

The City provides municipal water supply to most of its population (20,500) and businesses through 4,200 service connections (4,102 residential, 72 commercial). The City currently supplies water to all zones with purchased water from Metropolitan Water District of Southern California (MWD).

The City's Well No. 5, once returned to service in late 2022, will be used for groundwater extraction. The well has a depth of 660 feet and is a main component of the Cypress Water Production Facility (CWPF), which is an iron-manganese greensand filtration, chlorination, and granular activated carbon treatment system. This is designed to remove iron and manganese, remove volatile organic compounds, improve aesthetic qualities, and for disinfection. The City's average day demand is approximately 1.8 MGD when the well is in service.

Since May 2019, the City has been 100% reliant on MWD imported water due to the detection of benzene at Well No. 5. Although CWPF is currently off-line, the City intends to bring the CWPF back on-line in mid-2022 following a project to upgrade the facility to include granular activated carbon.

The City maintains two (2) emergency interconnections with the City of Torrance and one (1) emergency interconnection with the City of Los Angeles.

III. SCOPE OF SERVICES

The City of Lomita Public Works Department requests on-call water pipeline construction and repair services to accomplish the necessary work of the City. The services and tasks to be performed include the furnishing of all labor, materials, tools, equipment, supplies, tasks, and incidental and customary work necessary to competently perform water pipeline construction and repair services at various City locations. These expected services will be similar in nature to, but may not be limited to, those listed below.

- Excavating and repairing water pipeline leaks
- Hydrant installation and repairs
- Gate valve replacement and repairs
- Vault installation and repairs
- Asphalt restoration
- Landscape restoration
- Traffic control
- Equipment rental
- Media replacement
- Mechanical equipment at pump stations, canals, treatment plant and reservoirs
- Equipment installation at water treatment plants
- Electrical and Instrumentation repairs
- Construction of platforms to safely access and maintain equipment
- Rehabilitation of concrete surfaces and sealing concrete joints
- Pipefitting services
- Cost Estimating
- Underground utility investigation
- Corrosion assessment
- Installation of water meters and service lines

The City desires a Contractor with a minimum of 8 years of water system expertise.

In response to the RFP, the Contractor will complete the Proposer's Statement of Qualifications which will provide information on key personnel services, their related experience, and qualifications. The Contractor should include a detailed description of all services, including those suggested in this scope of work and any proposed changes, additions, or recommendations.

It is the intent of the City to award a Professional Services Agreement (template attached as Exhibit D) in a form approved by the City Attorney, to the selected Contractor. The City may award multiple Agreements/Contracts to meet the needs of the City. The City does not guarantee a specific amount of work and the quantity of work may increase or decrease depending on the annual needs of the City.

IV. TENTATIVE SCHEDULE

ACTION ITEM	DATE(S)
Issue Request for Proposals	October 31, 2022
Last Date for Questions	November 14, 2022
Latest Response Date from City on Questions	November 17, 2022
Receive Proposals	November 21, 2022
Conduct Interviews (optional)	November 30, 2022
Recommend Firm Selection to the City Council	December 20, 2022
Complete and Execute Agreement	January 3, 2023

V. PROPOSAL REQUIREMENTS

Responses to this RFP must include completion of the following:

1. Proposer's Statement of Qualifications Form (Exhibit B)

The form included in Exhibit B must be completed in full. Proposers who do not provide the requested information may have their proposal deemed unresponsive during the selection process. All information provided by the proposer will be subject to verification by the City.

2. Cost Proposal Form (Exhibit C)

A cost proposal (under separate cover and sealed) listing your standard rates by position, for standard time, overtime, emergency response, weekends, holidays, equipment, materials (with cost basis) and any other typical charges for water main projects, the total estimated cost to provide services over the lifetime of the contract to meet the scope of work and the percentage mark-up for materials cost. If available, please provide a company staff rate sheet and/or equipment rental rate sheet. Please note the final scope of work and compensation will be negotiated with the selected Contractor.

VI. EVALUATION CRITERIA AND SELECTION PROCESS

It is the City's intent to select the Contractor(s) with the best combination of qualifications and cost proposal. The selection committee will rank the proposals based upon the materials submitted by the proposing Contractors. The City may request Contractor(s) to submit additional information pertinent to the RFP. The City also reserves the right to investigate and rely upon information from other available sources in addition to any documents or information submitted by the Bidder. The City retains the sole discretion to determine issues of compliance and to determine whether a bidder is responsive and responsible.

The Committee may choose to interview two or more closely ranked Contractors, but will not expect or schedule time for elaborate presentations. The City's decision on qualification will be based on the evaluation of several factors including but not limited to the following:

1. Relevant work experience
2. Experience of key personnel
3. Completeness of the proposal
4. Customer references
5. Cost proposal

Following the selection of the most qualified Contractor(s), a final professional services agreement including budget, schedule and final Scope of Services will be negotiated before execution of the agreement. A template Professional Services Agreement is attached to this proposal as Exhibit D. Modifications may be made to this template by the City as necessary during the negotiation process.

The City shall attempt to negotiate an agreement to perform the work with the proposer(s) considered to be the most qualified. Should the City be unable to negotiate a satisfactory agreement with the proposer(s) determined to be most qualified, at a price the City determines to be fair and reasonable, negotiations with that proposer(s) will be formally terminated. The City shall then undertake negotiations with the next qualified proposers individually until agreement(s) are reached. The City may award multiple proposers if it is in the City's best interest.

These RFP procedures prohibit the practices which might result in unlawful activity including, but not limited to, rebates, kickbacks, or other unlawful considerations, and prohibit City employees from participating in the selection process when such employees have a relationship with a person or business entity seeking an agreement under this RFP that would create a conflict of interest.

VII. SUBMISSION DEADLINE AND REQUIREMENTS

Please submit one (1) copy and one (1) original of your proposal. Alternatively, electronic submittals may be emailed to PublicWorks@lomitacity.com. Modifications to a proposal after the proposal submittal deadline will not be accepted by the City. Facsimile materials will not be accepted.

Proposals shall be submitted no later than **4:00 pm on November 21, 2022**. Proposals will be opened and reviewed as received. Any proposal received after the due date and time will not be accepted and will be returned, unopened, to the Contractor.

One (1) copy and one (1) original, signed by an officer who is authorized to execute legally binding agreements, shall be mailed to:

City of Lomita
Attn: Carla Dillon, P.E.
Public Works Department
24300 Narbonne Ave
Lomita, CA 90717

Alternatively, proposals may be e-mailed to PublicWorks@LomitaCity.com

Proposals must be clearly marked and labeled:

PROPOSAL TO PROVIDE ON-CALL WATER PIPELINE CONSTRUCTION AND REPAIR SERVICES FOR THE CITY'S PUBLIC WORKS DEPARTMENT FOR THE CITY OF LOMITA

In a separate sealed envelope (or email attachment), please provide the following:

- Cost Proposal Form (Exhibit C)

Other Requirements:

1. The proposal shall be signed by an authorized official of your firm.
2. The proposal shall be valid for a minimum of 90 days.
3. The City of Lomita reserves the right to reject any or all proposals, to modify the RFP, or to cancel the RFP.

VIII. QUESTIONS

Questions about this RFP should be submitted by email to Public Works at publicworks@lomitacity.com by November 14, 2022 at 4:00 p.m. Responses to all questions will be posted by November 17, 2022 to the City's website at <https://lomitacity.com/current-bids-rfps/>.

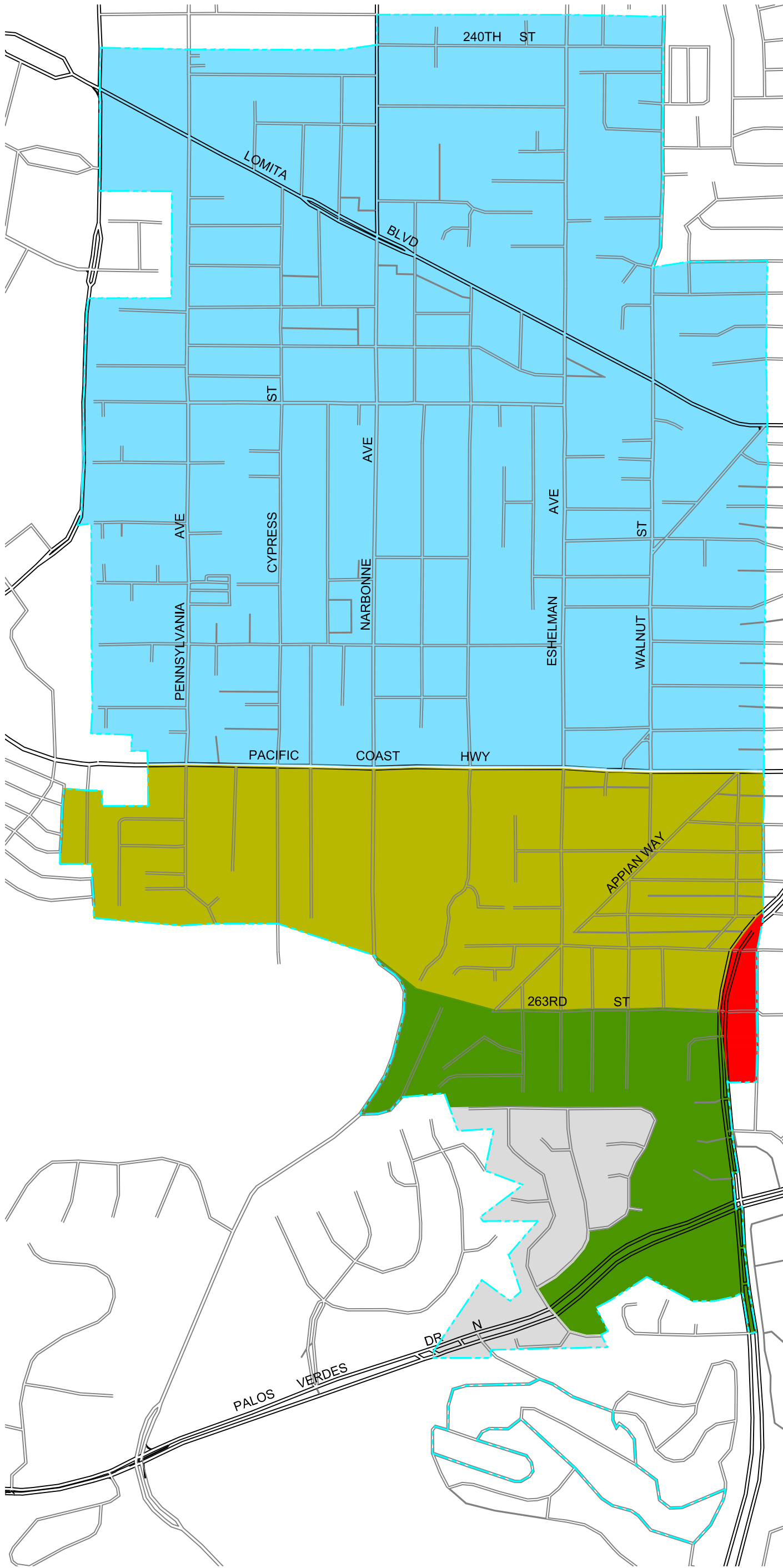
IX. LIMITATIONS

1. All reports and pertinent data or materials shall become the sole property of the City and may not be reproduced without the explicit written permission of the City.
2. No compilation, tabulation, syntheses or analysis of data, nor definition, opinions, etc., should be anticipated by the proposer from the City, unless volunteered by a responsible official in that agency. Good business practice, such as formal letters of request, and making of appointments, should be followed.
3. The Request for Proposals does not commit the City to award contract(s), to pay any costs incurred in preparation of the proposal, or to procure or contract for services or supplies. The City reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified source, or to cancel in part or in its entirety this Request for Proposals, if it is in the best interests of the City to do so. The City may require the proposer(s) selected to participate in negotiations, and to submit such price, technical, or other revisions of their proposals as may result from such negotiations.

EXHIBITS

- Exhibit A – Pressure Zone Map
- Exhibit B – Proposer’s Statement of Qualification Form
- Exhibit C – Cost Proposal Form
- Exhibit D – Professional Services Agreement Template

**EXHIBIT A
PRESSURE ZONE MAP
(ATTACHED)**



LEGEND

- ZONE 1
- ZONE 2
- ZONE 3
- ZONE 4
- CAL WATER
- CITY LIMITS BOUNDARY



NOT TO SCALE

PRESSURE ZONES



EXHIBIT B – PROPOSER’S STATEMENT OF QUALIFICATIONS FORM

Please provide requested information in full. Proposers who do not provide the requested information or submit a complete Cost Proposal (Exhibit C) may have their proposal deemed unresponsive during the selection process. All information provided by the proposer will be subject to verification by the City.

1. CONTRACTOR INFORMATION

The primary contact shall be the person with the authority to negotiate contracts with the City.

Name of Contractor: _____

Primary Contact and Title: _____

Legal Address of Contractor: _____

Primary Contact Phone Number: _____

Primary Contact Email Address: _____

Number of employees: _____ Number of years in business: _____

2. LIST OF SUBCONTRACTORS

Provide a list of all subcontractors to perform work on this contract, including relevant licenses, permits, and certifications.

Subcontractor Name	Work to Be Performed	Licenses, Certifications, Permits

3. CONTRACTOR’S AND SUBCONTRACTOR’S QUALIFICATIONS

Describe Contractor’s experience in providing relevant services, including any relevant work for governmental agencies. Include a description of Contractor’s and any subcontractor’s core-competency and experience with similar work that is described in the Scope of Services. Attach a separate sheet, if necessary.

4. LICENSES AND CERTIFICATIONS

Provide a listing of any relevant certifications, permits, or licenses for Contractor’s or subcontractor’s personnel and equipment use. Include the license number and type and indicate whether the license is held by the Contractor or subcontractor.

5. LIST OF REFERENCES

Please provide current references for 3 past or existing commercial clients doing similar work to that specified in this RFP.

A. Client: _____

Contact Name / Title: _____

Phone Number / Email Address: _____

B. Client: _____

Contact Name / Title: _____

Phone Number / Email Address: _____

C. Client: _____

Contact Name / Title: _____

Phone Number / Email Address: _____

6. CONTRACTOR OPERATIONS

Number of employees: _____ Number of years in business: _____

Describe if and how promptly Contractor will provide services in the case of overnight or weekend emergency repairs.

Describe how Contractor shall seek to attain the quality of service set forth in the RFP.

7. PROOF OF INSURANCE

In a separate attachment, provide proof of insurance, as specified in the attached Professional Services Agreement.

Contractor’s Signature: _____ Date: _____



EXHIBIT C – COST PROPOSAL FORM

SECTION 1 – COMPENSATION SCHEDULE

Hourly Rate shown in the compensation schedule shall reflect the rate charged. **Mark-Up** shall include trade related tools, transportation, relevant expenses, overhead, taxes and profit, to perform work, which may be involved in the contract (mark-up **does not** include materials or equipment – see Sections 3 & 4). Any proposal **without** a **completed** compensation schedule will be rejected as non-responsive. If more than two positions are needed to adequately meet the scope of work, complete positions A-B and then complete however many additional compensation schedule positions sheets (Page 2) are necessary for the positions to complete the scope of work.

If available, please provide a company staff rate sheet and/or equipment rental rate sheet.

Note: Hourly Rate + Mark-Up % x Number of Hours = Total Price

Suggested Number of Hours for Foreman or Laborer

PERFORMANCE PERIOD	Foreman/Lead Level Position	Skilled Worker/Laborer Level Position
Straight Time	40	120
Overtime Daily (Mon – Fri)	4	12
Overtime Saturday	4	12
Overtime Sunday and Holiday	4	12
24/ 7 Emergency Response Premium 2-hour response time required	4	12

A. POSITION TITLE:

PERFORMANCE PERIOD	HOURLY RATE	MARK-UP %	NUMBER OF HOURS	TOTAL PRICE
Straight Time				
Overtime Daily (Mon – Fri)				
Overtime Saturday				
Overtime Sunday and Holiday				
24/ 7 Emergency Response Premium 2-hour response time required				
A. Sub-Total				

B. POSITION TITLE:

PERFORMANCE PERIOD	HOURLY RATE	MARK-UP %	NUMBER OF HOURS	TOTAL PRICE
Straight Time				
Overtime Daily (Mon – Fri)				
Overtime Saturday				
Overtime Sunday and Holiday				
24/ 7 Emergency Response Premium 2 hour response time required				
B. Sub-Total				

ADDITIONAL COMPENSATION SCHEDULE POSITIONS

. POSITION TITLE:

PERFORMANCE PERIOD	HOURLY RATE	MARK-UP %	NUMBER OF HOURS	TOTAL PRICE
Straight Time				
Overtime Daily (Mon – Fri)				
Overtime Saturday				
Overtime Sunday and Holiday				
24/ 7 Emergency Response Premium 2 hour response time required				
____. Sub-Total				

. POSITION TITLE:

PERFORMANCE PERIOD	HOURLY RATE	MARK-UP %	NUMBER OF HOURS	TOTAL PRICE
Straight Time				
Overtime Daily (Mon – Fri)				
Overtime Saturday				
Overtime Sunday and Holiday				
24/ 7 Emergency Response Premium 2 hour response time required				
____. Sub-Total				

. POSITION TITLE:

PERFORMANCE PERIOD	HOURLY RATE	MARK-UP %	NUMBER OF HOURS	TOTAL PRICE
Straight Time				
Overtime Daily (Mon – Fri)				
Overtime Saturday				
Overtime Sunday and Holiday				
24/ 7 Emergency Response Premium 2 hour response time required				
____. Sub-Total				

. POSITION TITLE:

PERFORMANCE PERIOD	HOURLY RATE	MARK-UP %	NUMBER OF HOURS	TOTAL PRICE
Straight Time				
Overtime Daily (Mon – Fri)				
Overtime Saturday				
Overtime Sunday and Holiday				
24/ 7 Emergency Response Premium 2 hour response time required				
____. Sub-Total				

SECTION 2 – TOTAL PROPOSAL PRICE FOR HOURLY RATE AND MARK-UP

This includes the cost of labor, parts, implements and supplies necessary to complete the project, as based on the City Representative’s estimate of quantities of work to be done (summation of preceding subtotals of Items A, B, C, etc. inclusive):

TOTAL AMOUNT OF PROPOSAL IN FIGURES: \$ _____

TOTAL AMOUNT OF PROPOSAL IN WORDS:

In case of a discrepancy between words and figures, the words shall prevail. If the amounts proposed on individual items (if called for) do not in fact add up to the total amount shown by the Bidder, the correctly added total of the individual items shall prevail over the total figure shown by the Bidder if there is a discrepancy between these figures.

SECTION 3 – PERCENTAGE MARK-UP ON MATERIALS AND EQUIPMENT

PERCENTAGE MARK-UP ON MATERIALS: Not to be included as part of lump sum. Percentage shall be filled in or the proposal will be deemed unresponsive.

Percentage Mark-up for Materials (shall not exceed 15%): _____ %
--

PERCENTAGE MARK-UP ON EQUIPMENT: Not to be included as part of lump sum. Percentage shall be filled in or the proposal will be deemed unresponsive.

Percentage Mark-up for Equipment (shall not exceed 15%): _____ %
--

All requests for payment will require copies of the receipts for all purchased materials or equipment. Should the City deem necessary the vendor may be required to provide more than one quote for the purchase of material or equipment rental.

Contractor’s Signature: _____ Date: _____

**EXHIBIT D
PROFESSIONAL SERVICES AGREEMENT TEMPLATE
(ATTACHED)**



**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF LOMITA AND _____**

This AGREEMENT for _____ Project is entered into this day of , 202_, by and between the CITY OF LOMITA, a general law city and municipal corporation ("CITY") and _____ ("CONTRACTOR").

RECITALS

- A. CITY does not have the personnel able and/or available to perform the services required under this agreement.
- B. Therefore, CITY desires to contract out for _____.
- C. CONTRACTOR warrants to CITY that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.
- D. CITY desires to contract with CONTRACTOR to perform the services as described in **Exhibit A** of this Agreement.

NOW, THEREFORE, based on the foregoing recitals, CITY and CONTRACTOR agree as follows:

1. CONSIDERATION AND COMPENSATION.

- A. As partial consideration, CONTRACTOR agrees to perform the work listed in the SCOPE OF SERVICES, attached as **Exhibit A**;
- B. As additional consideration, CONTRACTOR and CITY agree to abide by the terms and conditions contained in this Agreement;
- C. As additional consideration, CITY agrees to pay CONTRACTOR an amount not to exceed \$_____ for CONTRACTOR's services, unless otherwise specified by written amendment to this Agreement.
- D. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager or his designee.
- E. CONTRACTOR shall submit to CITY, by not later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the previous month. CITY shall pay CONTRACTOR all uncontested amounts set forth in the

CONTRACTOR'S bill within 30 days after it is received.

2. SCOPE OF SERVICES.

- A. CONTRACTOR will perform the services and activities set forth in the SCOPE OF SERVICES attached hereto as **Exhibit A** and incorporated herein by this reference. If any part of **Exhibit A** is inconsistent with the terms of this Agreement, the terms of this Agreement shall control.
- B. Except as herein otherwise expressly specified to be furnished by CITY, CONTRACTOR will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space, and facilities necessary or proper to perform and complete the work and provide the professional services required of CONTRACTOR by this Agreement.

3. PAYMENTS. For CITY to pay CONTRACTOR as specified by this Agreement, CONTRACTOR must submit an invoice to CITY which lists the reimbursable costs, the specific tasks performed, and, for work that includes deliverables, the percentage of the task completed during the billing period.

4. TIME OF PERFORMANCE. The services of CONTRACTOR are to commence upon receipt of a notice to proceed from CITY and shall continue until all authorized work is completed to CITY's reasonable satisfaction, in accordance with the schedule incorporated in "**Exhibit A,**" unless extended in writing by CITY.

5. FAMILIARITY WITH WORK. By executing this Agreement, CONTRACTOR represents that CONTRACTOR has (a) thoroughly investigated and considered the scope of services to be performed; (b) carefully considered how the services should be performed; and (c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

6. KEY PERSONNEL. CONTRACTOR's key person assigned to perform work under this Agreement is . CONTRACTOR shall not assign another person to be in charge of the work contemplated by this Agreement without the prior written authorization of CITY.

7. TERM OF AGREEMENT. The term of this Agreement shall commence upon execution by both parties and shall expire on _____, unless earlier termination occurs under Section 13 of this Agreement, or extended in writing in advance by both parties.

8. BEST MANAGEMENT PRACTICES AND TRAINING. The contractor shall implement and maintain activity specific Best Management Practices (BMPs) to prevent pollutant loading from stormwater and non-stormwater discharges to receiving waters as required in Municipal NPDES Permit No. CAS004004. Contracting staff whose primary job duties are related to implementation of BMPs shall be adequately trained to effectively implement, operate, and maintain such BMPs and must be versed in factors affecting BMP effectiveness. The contractor shall certify they have received all

applicable training to implement the requirements in Municipal NPDES Permit No. CAS004004 and shall provide documentation to that effect.

9. **CHANGES.** CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONTRACTOR and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with written agreement between the parties.
10. **TAXPAYER IDENTIFICATION NUMBER.** CONTRACTOR will provide CITY with a Taxpayer Identification Number.
11. **PERMITS AND LICENSES.** CONTRACTOR will obtain and maintain during the term of this Agreement all permits, licenses, and certificates that may be required by local, state and federal laws in connection with the performance of services under this Agreement, including a business license as specified in Title VI, Chapter 2 of the Lomita Municipal Code.
12. **LAWS AND REGULATIONS; EMPLOYEE/LABOR CERTIFICATION.** CONTRACTOR shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. CONTRACTOR shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for CITY to terminate the Agreement for cause
13. **PREVAILING WAGE.**
 - A. Prevailing Wage. CONTRACTOR is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, CONTRACTOR agrees to fully comply with such Prevailing Wage Laws. Upon request, CITY shall provide CONTRACTOR with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. CONTRACTOR shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the services available to interested parties upon request, and shall post copies at the CONTRACTOR'S principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and CONTRACTOR shall therefore comply with such Labor Code sections to the fullest extent required by law. CONTRACTOR shall defend, indemnify and hold the CITY, its officials, officers,

employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

- B. Registration/DIR Compliance. If the services are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, CONTRACTOR and all subcontractors must be registered with the Department of Industrial Relations ("DIR"). CONTRACTOR shall maintain registration for the duration of the project and require the same of any subcontractors. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be CONTRACTOR'S sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against CONTRACTOR or any subcontractors that affect CONTRACTOR'S performance of services, including any delay, shall be CONTRACTOR'S sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered CONTRACTOR caused delay and shall not be compensable by CITY. CONTRACTOR shall defend, indemnify and hold CITY, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against CONTRACTOR or any subcontractor.
- C. Labor Certification. By its signature hereunder, CONTRACTOR certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.
- D. Employment of Apprentices. CONTRACTOR and all subcontractors shall comply with the requirements of Labor Code sections 1777.5 and 1777.6 in the employment of apprentices. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.
- E. CONTRACTOR or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Labor Code section 1777.1 or 1777.7. Any contract on a public works project entered into between CONTRACTOR and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid or may have been paid to a debarred subcontractor by CONTRACTOR on the project shall be returned to CITY. CONTRACTOR shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

- F. CONTRACTOR agrees to bind every subcontractor to the terms of the Agreement as far as such terms are applicable to subcontractor's portion of the work. CONTRACTOR shall be as fully responsible to CITY for the acts and omissions of its subcontractor and of persons either directly or indirectly employed by its subcontractor, as CONTRACTOR is for acts and omissions of persons directly employed by CONTRACTOR. Nothing contained in these Agreement shall create any contractual relationship between any subcontractor and CITY.

14. TERMINATION.

- A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause. Notice of termination shall be in writing.
- B. CONTRACTOR may terminate this Agreement. Notice will be in writing at least 30 days before the effective termination date.
- C. In the event of such termination, CONTRACTOR shall cease services as of the date of termination, all finished or unfinished documents, data, drawings, maps, and other materials prepared by CONTRACTOR shall, at CITY's option, become CITY's property, and CONTRACTOR will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination.
- D. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.

15. INDEMNIFICATION.

- A. CONTRACTOR shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of CITY'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of CITY. Should CITY in its sole discretion find CONTRACTOR'S legal counsel unacceptable, then CONTRACTOR shall reimburse CITY its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. CONTRACTOR shall promptly pay any final judgment rendered against CITY (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.
- B. The requirements as to the types and limits of insurance coverage to be maintained by CONTRACTOR as required by Section 19, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or

qualify the liabilities and obligations otherwise assumed by CONTRACTOR pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

16. **ASSIGNABILITY**. This Agreement is for CONTRACTOR's professional services. CONTRACTOR's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.

17. **INDEPENDENT CONTRACTOR**. CITY and CONTRACTOR agree that CONTRACTOR will act as an independent contractor and will have control of all work and the manner in which it is performed. CONTRACTOR will be free to contract for similar service to be performed for other employers while under contract with CITY. CONTRACTOR is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONTRACTOR as to the details of doing the work or to exercise a measure of control over the work means that CONTRACTOR will follow the direction of the CITY as to end results of the work only.

18. **AUDIT OF RECORDS**.

A. CONTRACTOR agrees that CITY, or designee, has the right to review, obtain, and copy all records pertaining to the performance of this Agreement. CONTRACTOR agrees to provide CITY, or designee, with any relevant information requested and will permit CITY, or designee, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this Agreement. CONTRACTOR further agrees to maintain such records for a period of three (3) years following final payment under this Agreement.

B. CONTRACTOR will keep all books, records, accounts and documents pertaining to this Agreement separate from other activities unrelated to this Agreement.

19. **CORRECTIVE MEASURES**. CONTRACTOR will promptly implement any corrective measures required by CITY regarding the requirements and obligations of this Agreement. CONTRACTOR will be given a reasonable amount of time as determined by CITY to implement said corrective measures. Failure of CONTRACTOR to implement required corrective measures shall result in immediate termination of this Agreement.

20. **INSURANCE REQUIREMENTS**.

A. CONTRACTOR, at CONTRACTOR's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:

1. Workers Compensation Insurance as required by law. CONTRACTOR shall require all subcontractors similarly to provide such compensation insurance for their respective employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against CITY, its officers, agents, employees, and volunteers for losses arising from work performed by CONTRACTOR for CITY.
 2. General Liability Coverage. CONTRACTOR shall maintain commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
 3. Automobile Liability Coverage. CONTRACTOR shall maintain automobile liability insurance covering bodily injury and property damage for all activities of CONTRACTOR arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
 4. Professional Liability Coverage. CONTRACTOR shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from CONTRACTOR'S operations under this Agreement, whether such operations be by CONTRACTOR or by its employees, subcontractors, or subcontractors. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis. When coverage is provided on a "claims made basis," CONTRACTOR will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CONTRACTOR for all claims made by CITY arising out of any errors or omissions of CONTRACTOR, or its officers, employees or agents during the time this Agreement was in effect.
- B. Endorsements. Each general liability, automobile liability and professional liability insurance policy shall be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California, or which is approved in writing by CITY, and shall be endorsed as follows. CONTRACTOR also agrees to require all contractors, and subcontractors to do likewise.
1. "The CITY, its elected or appointed officers, officials, employees, agents,

and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONTRACTOR, including materials, parts, or equipment furnished in connection with such work or operations.”

2. This policy shall be considered primary insurance as respects CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by CITY, including any self-insured retention CITY may have, shall be considered excess insurance only and shall not contribute with this policy.
 3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
 4. The insurer waives all rights of subrogation against CITY, its elected or appointed officers, officials, employees, or agents.
 5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its elected or appointed officers, officials, employees, agents, or volunteers.
 6. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' written notice has been received by CITY.
- C. CONTRACTOR agrees to provide immediate notice to CITY of any claim or loss against Contractor arising out of the work performed under this agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.
- D. Any deductibles or self-insured retentions must be declared to and approved by CITY. At CITY's option, CONTRACTOR shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- E. CONTRACTOR shall provide certificates of insurance with original endorsements to CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with CITY at all times during the term of this Agreement.
- F. Failure on the part of CONTRACTOR to procure or maintain required insurance shall constitute a material breach of contract under which CITY may terminate this Agreement pursuant to Section 13 above.
- G. The commercial general and automobile liability policies required by this

Agreement shall allow CITY, as additional insured, to satisfy the self-insured retention (“SIR”) and/or deductible of the policy in lieu of the CONTRACTOR (as the named insured) should CONTRACTOR fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. CONTRACTOR understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONTRACTOR as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should CITY pay the SIR or deductible on CONTRACTOR’S behalf upon CONTRACTOR’S failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, CITY may include such amounts as damages in any action against Contractor for breach of this Agreement in addition to any other damages incurred by CITY due to the breach.

21. **USE OF OTHER CONTRACTORS.** CONTRACTOR must obtain CITY’s prior written approval to use any Contractors while performing any portion of this Agreement. Such approval must include approval of the proposed Contractor and the terms of compensation.
22. **FINAL PAYMENT ACCEPTANCE CONSTITUTES RELEASE.** The acceptance by the CONTRACTOR of the final payment made under this Agreement shall operate as and be a release of CITY from all claims and liabilities for compensation to the CONTRACTOR for anything done, furnished or relating to the CONTRACTOR’S work or services. Acceptance of payment shall be any negotiation of CITY’S check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by CITY shall not constitute, nor be deemed, a release of the responsibility and liability of CONTRACTOR, its employees, sub-Contractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by CITY for any defect or error in the work prepared by CONTRACTOR, its employees, sub-Contractors and agents.
23. **CORRECTIONS.** In addition to the above indemnification obligations, the CONTRACTOR shall correct, at its expense, all errors in the work which may be disclosed during CITY’S review of CONTRACTOR’S report or plans. Should the CONTRACTOR fail to make such correction in a reasonably timely manner, such correction shall be made by CITY, and the cost thereof shall be charged to CONTRACTOR. In addition to all other available remedies, CITY may deduct the cost of such correction from any retention amount held by CITY or may withhold payment otherwise owed CONTRACTOR under this Agreement up to the amount of the cost of correction.
24. **NON-APPROPRIATION OF FUNDS.** Payments to be made to CONTRACTOR by CITY for services preformed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that CITY does not appropriate sufficient funds for payment of CONTRACTOR’S services

beyond the current fiscal year, the Agreement shall cover payment for CONTRACTOR'S only to the conclusion of the last fiscal year in which CITY appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

25. **NOTICES.** All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

CITY	CONTRACTOR
<u>City of Lomita</u> <u>24300 Narbonne Avenue</u> <u>Lomita, CA 90717</u> <u>ATTN: City Manager</u>	<u>ATTN:</u>

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph. Courtesy copies of notices may be sent via electronic mail, provided that the original notice is deposited in the U.S. mail or personally delivered as specified in this Section.

26. **SOLICITATION.** CONTRACTOR maintains and warrants that it has not employed nor retained any company or person, other than CONTRACTOR's bona fide employee, to solicit or secure this Agreement. Further, CONTRACTOR warrants that it has not paid nor has it agreed to pay any company or person, other than CONTRACTOR's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONTRACTOR breach or violate this warranty, CITY may rescind this Agreement without liability.
27. **THIRD PARTY BENEFICIARIES.** This Agreement and every provision herein is generally for the exclusive benefit of CONTRACTOR and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONTRACTOR's or CITY's obligations under this Agreement.
28. **INTERPRETATION.** This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.
29. **ENTIRE AGREEMENT.** This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written.

30. **RULES OF CONSTRUCTION.** Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.
31. **AUTHORITY/MODIFICATION.** The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment with signatures of all parties to this Agreement. CITY's city administrator, or designee, may execute any such amendment on behalf of CITY.
32. **ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES.** The Parties agree that this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission, scanned and delivered via electronic mail, or delivered using digital signature technology approved by CITY. Such facsimile or electronic signatures will be treated in all respects as having the same effect as an original signature.
33. **FORCE MAJEURE.** Should performance of this Agreement be impossible due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.
34. **TIME IS OF ESSENCE.** Time is of the essence to comply with dates and schedules to be provided.
35. **ATTORNEY'S FEES.** The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.
36. **STATEMENT OF EXPERIENCE.** By executing this Agreement, CONTRACTOR represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. CONTRACTOR represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private Contractors, and experience in dealing with public agencies all suggest that CONTRACTOR is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.
37. **DISCLOSURE REQUIRED.** (CITY and CONTRACTOR initials required at one of the following paragraphs)

By their respective initials next to this paragraph, CITY and CONTRACTOR hereby acknowledge that CONTRACTOR is a "contractor" for the purposes of the California Political Reform Act because CONTRACTOR'S duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18700.3(a)(2) or otherwise serves in a staff capacity for which disclosure would otherwise be required were CONTRACTOR employed by CITY. CONTRACTOR hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the CITY'S Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to Contractor commencing services hereunder, the City's Manager shall prepare and deliver to CONTRACTOR a memorandum detailing the extent of CONTRACTOR'S disclosure obligations in accordance with the CITY'S Conflict of Interest Code.

City Initials _____

Contractor Initials _____

OR

By their initials next to this paragraph, CITY and CONTRACTOR hereby acknowledge that CONTRACTOR is not a "contractor" for the purpose of the California Political Reform Act because CONTRACTOR'S duties and responsibilities are not within the scope of the definition of contractor in Fair Political Practice Commission Regulation 18700.3(a)(2) and is otherwise not serving in staff capacity in accordance with CITY'S Conflict of Interest Code.

City Initials _____

Contractor Initials _____

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF LOMITA

CONTRACTOR

Ryan Smoot, City Manager

By:

TITLE

ATTEST:

Kathleen Horn Gregory, City
Clerk

Taxpayer ID No.

APPROVED AS TO FORM:

City Attorney



EXHIBIT C – COST PROPOSAL FORM

SECTION 1 – COMPENSATION SCHEDULE

Hourly Rate shown in the compensation schedule shall reflect the rate charged. **Mark-Up** shall include trade related tools, transportation, relevant expenses, overhead, taxes and profit, to perform work, which may be involved in the contract (mark-up **does not** include materials or equipment – see Sections 3 & 4). Any proposal **without** a **completed** compensation schedule will be rejected as non-responsive. If more than two positions are needed to adequately meet the scope of work, complete positions A-B and then complete however many additional compensation schedule positions sheets (Page 2) are necessary for the positions to complete the scope of work.

If available, please provide a company staff rate sheet and/or equipment rental rate sheet.

Note: Hourly Rate + Mark-Up % x Number of Hours = Total Price

Suggested Number of Hours for Foreman or Laborer

PERFORMANCE PERIOD	Foreman/Lead Level Position	Skilled Worker/Laborer Level Position
Straight Time	40	120
Overtime Daily (Mon – Fri)	4	12
Overtime Saturday	4	12
Overtime Sunday and Holiday	4	12
24/ 7 Emergency Response Premium 2-hour response time required	4	12

A. POSITION TITLE: Operator Foreman Group 8

PERFORMANCE PERIOD	HOURLY RATE	MARK-UP %	NUMBER OF HOURS	TOTAL PRICE
Straight Time	104.52	20.00	40	5,016.96
Overtime Daily (Mon – Fri)	140.89	20.00	4	676.27
Overtime Saturday	140.89	20.00	4	676.27
Overtime Sunday and Holiday	177.25	20.00	4	850.80
24/ 7 Emergency Response Premium 2-hour response time required	72.73	20.00	4	349.10
A. Sub-Total				7,569.41

B. POSITION TITLE: Laborer Group 4

PERFORMANCE PERIOD	HOURLY RATE	MARK-UP %	NUMBER OF HOURS	TOTAL PRICE
Straight Time	78.00	20.00	40	3,744.00
Overtime Daily (Mon – Fri)	103.47	20.00	4	496.66
Overtime Saturday	103.47	20.00	4	496.66
Overtime Sunday and Holiday	128.94	20.00	4	618.91
24/ 7 Emergency Response Premium 2 hour response time required	50.94	20.00	4	244.51
B. Sub-Total				5,600.74

ADDITIONAL COMPENSATION SCHEDULE POSITIONS

POSITION TITLE: Operator Group 8

PERFORMANCE PERIOD	HOURLY RATE	MARK-UP %	NUMBER OF HOURS	TOTAL PRICE
Straight Time	102.09	20.00	40	4,900.32
Overtime Daily (Mon – Fri)	137.24	20.00	4	658.75
Overtime Saturday	137.24	20.00	4	658.75
Overtime Sunday and Holiday	172.39	20.00	4	827.47
24/ 7 Emergency Response Premium 2 hour response time required	70.30	20.00	4	337.44
Sub-Total				7,382.74

POSITION TITLE: Teamster Group 7

PERFORMANCE PERIOD	HOURLY RATE	MARK-UP %	NUMBER OF HOURS	TOTAL PRICE
Straight Time	79.11	20.00	40	3,797.28
Overtime Daily (Mon – Fri)	102.05	20.00	4	489.84
Overtime Saturday	102.05	20.00	4	489.84
Overtime Sunday and Holiday	125.00	20.00	4	600.00
24/ 7 Emergency Response Premium 2 hour response time required	45.89	20.00	4	220.27
Sub-Total				5,597.23

POSITION TITLE:

PERFORMANCE PERIOD	HOURLY RATE	MARK-UP %	NUMBER OF HOURS	TOTAL PRICE
Straight Time				
Overtime Daily (Mon – Fri)				
Overtime Saturday				
Overtime Sunday and Holiday				
24/ 7 Emergency Response Premium 2 hour response time required				
Sub-Total				

POSITION TITLE:

PERFORMANCE PERIOD	HOURLY RATE	MARK-UP %	NUMBER OF HOURS	TOTAL PRICE
Straight Time				
Overtime Daily (Mon – Fri)				
Overtime Saturday				
Overtime Sunday and Holiday				
24/ 7 Emergency Response Premium 2 hour response time required				
Sub-Total				

SECTION 2 – TOTAL PROPOSAL PRICE FOR HOURLY RATE AND MARK-UP

This includes the cost of labor, parts, implements and supplies necessary to complete the project, as based on the City Representative's estimate of quantities of work to be done (summation of preceding subtotals of Items A, B, C, etc. inclusive):

TOTAL AMOUNT OF PROPOSAL IN FIGURES: \$ 26,150.11

TOTAL AMOUNT OF PROPOSAL IN WORDS:

Twenty six thousand one hundred fifty and 11/100 dollars

*Actual cost of labor to be determined according to scope of work and staff availability.

See Staff Rate Sheet attached.

In case of a discrepancy between words and figures, the words shall prevail. If the amounts proposed on individual items (if called for) do not in fact add up to the total amount shown by the Bidder, the correctly added total of the individual items shall prevail over the total figure shown by the Bidder if there is a discrepancy between these figures.

SECTION 3 – PERCENTAGE MARK-UP ON MATERIALS AND EQUIPMENT

PERCENTAGE MARK-UP ON MATERIALS: Not to be included as part of lump sum. Percentage shall be filled in or the proposal will be deemed unresponsive.

Percentage Mark-up for Materials (shall not exceed 15%): 15 %

PERCENTAGE MARK-UP ON EQUIPMENT: Not to be included as part of lump sum. Percentage shall be filled in or the proposal will be deemed unresponsive.

Percentage Mark-up for Equipment (shall not exceed 15%): 15 %

All requests for payment will require copies of the receipts for all purchased materials or equipment. Should the City deem necessary the vendor may be required to provide more than one quote for the purchase of material or equipment rental.

Contractor's Signature:  Date: 11/18/22

Percentage Mark-up for Labor: 20 %

Percentage Mark-up for Rented Equipment: 15 %

Percentage Mark-up for Subcontractors: 5 %

Wage rates effective 07-01-22 to 07-01-23
Valverde Construction Inc.

	Craft	Time	BASE RATE & VAC			BENEFITS					PAYROLL TAXES & INSURANCE					TOTAL RATE		
			Bse Rate	Vacation	Subtotal	H & W	Pension	App/Train	Co-Ad Fd	Ind./ECC	Subtotal	FICA	FU & SU	Wk Comp	Liab. Ins.		Subtotal	
											7.65%	1.00%	13.0%	0.0%				
CARP	Carpenters	ST	47.24	7.31	54.55	8.00	7.66	0.67	0.31	0.15	16.79	4.17	0.55	7.11	-	11.83	ST (\$)	83.17
		OT	70.86	7.31	78.17	8.00	7.66	0.67	0.31	0.15	16.79	5.98	0.78	10.18	-	16.94	OT (\$)	111.90
		DT	94.48	7.31	101.79	8.00	7.66	0.67	0.31	0.15	16.79	7.79	1.02	13.25	-	22.06	DT (\$)	140.64
CFM1	Carpenters Foreman	ST	50.44	7.31	57.75	8.00	7.66	0.67	0.31	0.15	16.79	4.42	0.58	7.53	-	12.53	ST (\$)	87.07
		OT	75.66	7.31	82.97	8.00	7.66	0.67	0.31	0.15	16.79	6.35	0.83	10.81	-	17.99	OT (\$)	117.75
		DT	100.88	7.31	108.19	8.00	7.66	0.67	0.31	0.15	16.79	8.28	1.08	14.08	-	23.44	DT (\$)	148.42
C1ARP	Carpenter apprentice 1	ST	19.50	8.31	27.81	8.00	-	0.87	0.26	0.20	9.33	2.13	0.28	3.64	-	6.05	ST (\$)	43.19
		OT	29.25	8.31	37.56	8.00	-	0.87	0.26	0.20	9.33	2.87	0.38	4.90	-	8.15	OT (\$)	55.04
		DT	39.00	8.31	47.31	8.00	-	0.87	0.26	0.20	9.33	3.62	0.47	6.17	-	10.26	DT (\$)	66.90
C6ARP	Carpenter apprentice 6	ST	35.81	7.31	43.12	8.00	7.66	0.87	0.26	0.20	16.99	3.30	0.43	5.63	-	9.36	ST (\$)	69.47
		OT	53.72	7.31	61.03	8.00	7.66	0.87	0.26	0.20	16.99	4.67	0.61	7.95	-	13.23	OT (\$)	91.25
		DT	71.62	7.31	78.93	8.00	7.66	0.87	0.26	0.20	16.99	6.04	0.79	10.28	-	17.11	DT (\$)	113.03
CMJ	CEMENT MASON JOURNEYMAN	ST	42.00	7.31	49.31	8.43	10.48	0.64	0.07	0.17	19.79	3.77	0.49	5.93	-	10.19	ST (\$)	79.29
		OT	63.00	7.31	70.31	8.43	10.48	0.64	0.07	0.17	19.79	5.38	0.70	8.67	-	14.75	OT (\$)	104.85
		DT	84.00	7.31	91.31	8.43	10.48	0.64	0.07	0.17	19.79	6.99	0.91	11.39	-	19.29	DT (\$)	130.39
CMA3	CEMENT MASON APPRENTICE 3	ST	25.20	2.41	27.61	8.43	-	0.64	0.07	0.17	9.31	2.11	0.28	3.11	-	5.50	ST (\$)	42.42
		OT	37.80	2.41	40.21	8.43	-	0.64	0.07	0.17	9.31	3.08	0.40	4.76	-	8.24	OT (\$)	57.76
		DT	50.40	2.41	52.81	8.43	-	0.64	0.07	0.17	9.31	4.04	0.53	6.39	-	10.96	DT (\$)	73.08
CMA4	CEMENT MASON APPRENTICE 4	ST	27.30	7.31	34.61	8.43	-	0.64	0.07	0.17	9.31	2.65	0.35	4.02	-	7.02	ST (\$)	50.94
		OT	40.95	7.31	48.26	8.43	-	0.64	0.07	0.17	9.31	3.69	0.48	5.80	-	9.97	OT (\$)	67.54
		DT	54.60	7.31	61.91	8.43	-	0.64	0.07	0.17	9.31	4.74	0.62	7.57	-	12.93	DT (\$)	84.15
CMA5	CEMENT MASON APPRENTICE 5	ST	29.40	7.31	36.71	8.43	10.48	0.64	0.07	0.17	19.79	2.81	0.37	4.29	-	7.47	ST (\$)	63.97
		OT	44.10	7.31	51.41	8.43	10.48	0.64	0.07	0.17	19.79	3.93	0.51	6.21	-	10.65	OT (\$)	81.85
		DT	58.80	7.31	66.11	8.43	10.48	0.64	0.07	0.17	19.79	5.06	0.66	8.11	-	13.83	DT (\$)	99.73
CMA6	CEMENT MASON APPRENTICE 6	ST	31.00	7.31	38.31	8.43	10.48	0.64	0.07	0.17	19.79	2.93	0.38	4.50	-	7.81	ST (\$)	65.91
		OT	46.50	7.31	53.81	8.43	10.48	0.64	0.07	0.17	19.79	4.12	0.54	6.53	-	11.19	OT (\$)	84.79
		DT	62.00	7.31	69.31	8.43	10.48	0.64	0.07	0.17	19.79	5.30	0.69	8.53	-	14.52	DT (\$)	103.62
LAP1	LABORER APPRENTICE 1ST PERIOD	ST	21.12	3.51	24.63	6.13	3.56	0.70	-	0.67	11.06	1.88	0.25	3.20	-	5.33	ST (\$)	41.02
		OT	31.68	3.51	35.19	6.13	3.56	0.70	-	0.67	11.06	2.69	0.35	4.57	-	7.61	OT (\$)	53.86
		DT	42.24	3.51	45.75	6.13	3.56	0.70	-	0.67	11.06	3.50	0.46	5.96	-	9.92	DT (\$)	66.73
LAP2	LABORER APPRENTICE 2ND PERIOD	ST	23.23	3.51	26.74	6.13	3.56	0.70	-	0.67	11.06	2.05	0.27	3.48	-	5.80	ST (\$)	43.60
		OT	34.85	3.51	38.36	6.13	3.56	0.70	-	0.67	11.06	2.93	0.38	4.99	-	8.30	OT (\$)	57.72
		DT	46.46	3.51	49.97	6.13	3.56	0.70	-	0.67	11.06	3.82	0.50	6.50	-	10.82	DT (\$)	71.85
LAP3	LABORER APPRENTICE 3RD PERIOD	ST	25.34	3.51	28.85	6.13	3.56	0.70	-	0.67	11.06	2.21	0.29	3.76	-	6.26	ST (\$)	46.17
		OT	38.01	3.51	41.52	6.13	3.56	0.70	-	0.67	11.06	3.18	0.42	5.41	-	9.01	OT (\$)	61.59
		DT	50.68	3.51	54.19	6.13	3.56	0.70	-	0.67	11.06	4.15	0.54	7.06	-	11.75	DT (\$)	77.00
LAP4	LABORER APPRENTICE 4TH PERIOD	ST	29.56	3.51	33.07	6.13	3.56	0.70	-	0.67	11.06	2.53	0.33	4.30	-	7.16	ST (\$)	51.29
		OT	44.34	3.51	47.85	6.13	3.56	0.70	-	0.67	11.06	3.66	0.48	6.22	-	10.36	OT (\$)	69.27
		DT	59.12	3.51	62.63	6.13	3.56	0.70	-	0.67	11.06	4.79	0.63	8.14	-	13.56	DT (\$)	87.25

Wage rates effective 07-01-22 to 07-01-23
Valverde Construction Inc.

	Craft	Time	BASE RATE & VAC			BENEFITS						PAYROLL TAXES & INSURANCE					TOTAL RATE	
			Bse Rate	Vacation	Subtotal	H & W	Pension	App/Train	Co-Ad Fd	Ind./ECC	Subtotal	FICA	FU & SU	Wk Comp	Liab. Ins.	Subtotal		
LAP5	LABORER APPRENTICE 5TH PERIOD	ST	33.78	3.51	37.29	6.13	3.56	0.70	-	0.67	11.06	2.85	0.37	4.85	-	8.07	ST (\$)	56.42
		OT	50.67	3.51	54.18	6.13	3.56	0.70	-	0.67	11.06	4.14	0.54	7.03	-	11.71	OT (\$)	76.95
		DT	67.56	3.51	71.07	6.13	3.56	0.70	-	0.67	11.06	5.44	0.71	9.25	-	15.40	DT (\$)	97.53
LAP6	LABORER APPRENTICE 6TH PERIOD	ST	35.90	3.51	39.41	6.13	3.56	0.70	-	0.67	11.06	3.01	0.39	5.11	-	8.51	ST (\$)	58.98
		OT	53.85	3.51	57.36	6.13	3.56	0.70	-	0.67	11.06	4.39	0.57	7.45	-	12.41	OT (\$)	80.83
		DT	71.80	3.51	75.31	6.13	3.56	0.70	-	0.67	11.06	5.76	0.75	9.79	-	16.30	DT (\$)	102.67
LG1	Laborer Group 1	ST	39.23	5.02	44.25	8.75	10.82	0.70	-	0.67	20.94	3.39	0.44	5.75	-	9.58	ST (\$)	74.77
		OT	58.85	5.02	63.87	8.75	10.82	0.70	-	0.67	20.94	4.89	0.64	8.30	-	13.83	OT (\$)	98.64
		DT	78.46	5.02	83.48	8.75	10.82	0.70	-	0.67	20.94	6.39	0.83	10.85	-	18.07	DT (\$)	122.49
LG2	Laborer Group 2	ST	39.78	5.02	44.80	8.75	10.82	0.70	-	0.67	20.94	3.43	0.45	5.83	-	9.71	ST (\$)	75.45
		OT	59.67	5.02	64.69	8.75	10.82	0.70	-	0.67	20.94	4.95	0.65	8.41	-	14.01	OT (\$)	99.64
		DT	79.56	5.02	84.58	8.75	10.82	0.70	-	0.67	20.94	6.47	0.85	11.00	-	18.32	DT (\$)	123.84
LG3	Laborer Group 3	ST	40.33	5.02	45.35	8.75	10.82	0.70	-	0.67	20.94	3.47	0.45	5.91	-	9.83	ST (\$)	76.12
		OT	60.50	5.02	65.52	8.75	10.82	0.70	-	0.67	20.94	5.01	0.66	8.51	-	14.18	OT (\$)	100.64
		DT	80.66	5.02	85.68	8.75	10.82	0.70	-	0.67	20.94	6.55	0.86	11.14	-	18.55	DT (\$)	125.17
LG4	LAB GROUP 4	ST	41.88	5.02	46.90	8.75	10.82	0.70	-	0.67	20.94	3.59	0.47	6.10	-	10.16	ST (\$)	78.00
		OT	62.82	5.02	67.84	8.75	10.82	0.70	-	0.67	20.94	5.19	0.68	8.82	-	14.69	OT (\$)	103.47
		DT	83.76	5.02	88.78	8.75	10.82	0.70	-	0.67	20.94	6.79	0.89	11.54	-	19.22	DT (\$)	128.94
LG5	LAB GROUP 5	ST	42.23	5.02	47.25	8.75	10.82	0.70	-	0.67	20.94	3.61	0.47	6.14	-	10.22	ST (\$)	78.41
		OT	63.35	5.02	68.37	8.75	10.82	0.70	-	0.67	20.94	5.23	0.68	8.89	-	14.80	OT (\$)	104.11
		DT	84.46	5.02	89.48	8.75	10.82	0.70	-	0.67	20.94	6.85	0.89	11.63	-	19.37	DT (\$)	129.79
LGF1	Laborer FOREMAN 1	ST	41.23	5.02	46.25	8.75	10.82	0.70	-	0.67	20.94	3.54	0.46	6.01	-	10.01	ST (\$)	77.20
		OT	61.85	5.02	66.87	8.75	10.82	0.70	-	0.67	20.94	5.12	0.67	8.69	-	14.48	OT (\$)	102.29
		DT	82.46	5.02	87.48	8.75	10.82	0.70	-	0.67	20.94	6.69	0.87	11.37	-	18.93	DT (\$)	127.35
LF1A	Laborer FOREMAN 1A	ST	46.00	5.02	51.02	8.75	10.82	0.70	-	0.67	20.94	3.90	0.51	6.63	-	11.04	ST (\$)	83.00
		OT	69.00	5.02	74.02	8.75	10.82	0.70	-	0.67	20.94	5.66	0.74	9.62	-	16.02	OT (\$)	110.98
		DT	92.00	5.02	97.02	8.75	10.82	0.70	-	0.67	20.94	7.42	0.97	12.61	-	21.00	DT (\$)	138.96
LGF2	Laborer Foreman 2	ST	41.78	5.02	46.80	8.75	10.82	0.70	-	0.67	20.94	3.58	0.47	6.08	-	10.13	ST (\$)	77.87
		OT	62.67	5.02	67.69	8.75	10.82	0.70	-	0.67	20.94	5.18	0.68	8.80	-	14.66	OT (\$)	103.29
		DT	83.56	5.02	88.58	8.75	10.82	0.70	-	0.67	20.94	6.78	0.89	11.52	-	19.19	DT (\$)	128.71
LF2A	Laborer Foreman 2	ST	55.80	5.02	60.82	8.75	10.82	0.70	-	0.67	20.94	4.65	0.61	7.91	-	13.17	ST (\$)	94.93
		OT	83.70	5.02	88.72	8.75	10.82	0.70	-	0.67	20.94	6.79	0.89	11.53	-	19.21	OT (\$)	128.87
		DT	111.60	5.02	116.62	8.75	10.82	0.70	-	0.67	20.94	8.92	1.17	15.16	-	25.25	DT (\$)	162.81
LFM2	Laborer Foreman 2	ST	44.00	5.02	49.02	8.75	10.82	0.70	-	0.67	20.94	3.75	0.49	6.37	-	10.61	ST (\$)	80.57
		OT	66.00	5.02	71.02	8.75	10.82	0.70	-	0.67	20.94	5.43	0.71	9.23	-	15.37	OT (\$)	107.33
		DT	88.00	5.02	93.02	8.75	10.82	0.70	-	0.67	20.94	7.12	0.93	12.09	-	20.14	DT (\$)	134.10
LCF2	Laborer Foreman 2	ST	43.88	5.02	48.90	8.75	10.82	0.70	-	0.67	20.94	3.74	0.49	6.36	-	10.59	ST (\$)	80.43
		OT	65.82	5.02	70.84	8.75	10.82	0.70	-	0.67	20.94	5.42	0.71	9.21	-	15.34	OT (\$)	107.12
		DT	87.76	5.02	92.78	8.75	10.82	0.70	-	0.67	20.94	7.10	0.93	12.06	-	20.09	DT (\$)	133.81
LG3	Laborer FOREMAN 3	ST	42.33	5.02	47.35	8.75	10.82	0.70	-	0.67	20.94	3.62	0.47	6.17	-	10.26	ST (\$)	78.55
		OT	63.50	5.02	68.52	8.75	10.82	0.70	-	0.67	20.94	5.24	0.69	8.90	-	14.83	OT (\$)	104.29
		DT	84.66	5.02	89.68	8.75	10.82	0.70	-	0.67	20.94	6.86	0.90	11.66	-	19.42	DT (\$)	130.04

Wage rates effective 07-01-22 to 07-01-23
Valverde Construction Inc.

	Craft	Time	BASE RATE & VAC			BENEFITS						PAYROLL TAXES & INSURANCE					TOTAL RATE	
			Bse Rate	Vacation	Subtotal	H & W	Pension	App/Train	Co-Ad Fd	Ind./ECC	Subtotal	FICA	FU & SU	Wk Comp	Liab. Ins.	Subtotal		
LGF3	Laborer FOREMAN 3	ST	49.49	5.02	54.51	8.75	10.82	0.70	-	0.67	20.94	4.17	0.55	7.09	-	11.81	ST (\$)	87.26
		OT	74.24	5.02	79.26	8.75	10.82	0.70	-	0.67	20.94	6.06	0.79	10.30	-	17.15	OT (\$)	117.35
		DT	98.98	5.02	104.00	8.75	10.82	0.70	-	0.67	20.94	7.96	1.04	13.52	-	22.52	DT (\$)	147.46
LG5A	Laborer G5A Foreman	ST	44.23	5.02	49.25	8.75	10.82	0.70	-	0.67	20.94	3.77	0.49	6.40	-	10.66	ST (\$)	80.85
		OT	66.35	5.02	71.37	8.75	10.82	0.70	-	0.67	20.94	5.46	0.71	9.28	-	15.45	OT (\$)	107.76
		DT	88.46	5.02	93.48	8.75	10.82	0.70	-	0.67	20.94	7.15	0.93	12.15	-	20.23	DT (\$)	134.65
LGF4	Laborer FOREMAN 4	ST	43.88	5.02	48.90	8.75	10.82	0.70	-	0.67	20.94	3.74	0.49	6.36	-	10.59	ST (\$)	80.43
		OT	65.82	5.02	70.84	8.75	10.82	0.70	-	0.67	20.94	5.42	0.71	9.21	-	15.34	OT (\$)	107.12
		DT	87.76	5.02	92.78	8.75	10.82	0.70	-	0.67	20.94	7.10	0.93	12.06	-	20.09	DT (\$)	133.81
LFB	Laborer FOREMAN 5	ST	42.43	5.02	47.45	8.75	10.82	0.70	-	0.67	20.94	3.63	0.47	6.17	-	10.27	ST (\$)	78.66
		OT	63.65	5.02	68.67	8.75	10.82	0.70	-	0.67	20.94	5.25	0.69	8.93	-	14.87	OT (\$)	104.48
		DT	84.86	5.02	89.88	8.75	10.82	0.70	-	0.67	20.94	6.88	0.90	11.68	-	19.46	DT (\$)	130.28
LG5A	Laborer FOREMAN 5A	ST	68.00	5.02	73.02	8.75	10.82	0.70	-	0.67	20.94	5.59	0.73	9.49	-	15.81	ST (\$)	109.77
		OT	102.00	5.02	107.02	8.75	10.82	0.70	-	0.67	20.94	8.19	1.07	13.91	-	23.17	OT (\$)	151.13
		DT	136.00	5.02	141.02	8.75	10.82	0.70	-	0.67	20.94	10.79	1.41	18.33	-	30.53	DT (\$)	192.49
LCMJ	Laborer Cement Mason	ST	42.00	6.26	48.26	8.75	10.82	0.70	-	0.57	20.84	3.69	0.48	6.27	-	10.44	ST (\$)	79.54
		OT	63.00	6.26	69.26	8.75	10.82	0.70	-	0.57	20.84	5.30	0.69	9.00	-	14.99	OT (\$)	105.09
		DT	84.00	6.26	90.26	8.75	10.82	0.70	-	0.57	20.84	6.90	0.90	11.73	-	19.53	DT (\$)	130.63
LCMA3	Laborer Cement Mason Appr 3	ST	25.20	1.28	26.48	4.61	4.65	0.70	0.30	0.18	10.44	2.03	0.26	3.44	-	5.73	ST (\$)	42.65
		OT	37.80	1.28	39.08	4.61	4.65	0.70	0.30	0.18	10.44	2.99	0.39	5.08	-	8.46	OT (\$)	57.98
		DT	50.40	1.28	51.68	4.61	4.65	0.70	0.30	0.18	10.44	3.95	0.52	6.72	-	11.19	DT (\$)	73.31
LCMA4	Laborer Cement Mason Appr 4	ST	27.30	4.13	31.43	5.51	5.80	0.70	0.30	0.18	12.49	2.40	0.31	4.09	-	6.80	ST (\$)	50.72
		OT	40.95	4.13	45.08	5.51	5.80	0.70	0.30	0.18	12.49	3.45	0.45	5.86	-	9.76	OT (\$)	67.33
		DT	54.60	4.13	58.73	5.51	5.80	0.70	0.30	0.18	12.49	4.49	0.59	7.63	-	12.71	DT (\$)	83.93
LCMA5	Laborer Cement Mason Appr 5	ST	29.49	6.26	35.75	8.75	10.82	0.70	0.30	0.18	20.75	2.73	0.36	4.65	-	7.74	ST (\$)	64.24
		OT	44.24	6.26	50.50	8.75	10.82	0.70	0.30	0.18	20.75	3.86	0.51	6.57	-	10.94	OT (\$)	82.19
		DT	58.98	6.26	65.24	8.75	10.82	0.70	0.30	0.18	20.75	4.99	0.65	8.48	-	14.12	DT (\$)	100.11
LCMA6	Laborer Cement Mason Appr 6	ST	31.59	6.26	37.85	8.75	10.82	0.70	0.30	0.18	20.75	2.90	0.38	4.92	-	8.20	ST (\$)	66.80
		OT	47.39	6.26	53.65	8.75	10.82	0.70	0.30	0.18	20.75	4.10	0.54	6.97	-	11.61	OT (\$)	86.01
		DT	63.18	6.26	69.44	8.75	10.82	0.70	0.30	0.18	20.75	5.31	0.69	9.03	-	15.03	DT (\$)	105.22
OASI	Operator Apprentice 1	ST	34.01	3.85	37.86	12.35		1.05	-	3.89	17.29	2.90	0.38	5.08	-	8.36	ST (\$)	63.51
		OT	51.02	3.85	54.87	12.35	-	1.05	-	3.89	17.29	4.20	0.55	7.29	-	12.04	OT (\$)	84.20
		DT	68.02	3.85	71.87	12.35	-	1.05	-	3.89	17.29	5.50	0.72	9.51	-	15.73	DT (\$)	104.89
OAS2	Operator Apprentice 2	ST	36.84	3.85	40.69	12.35	9.65	1.05	-	3.89	26.94	3.11	0.41	5.45	-	8.97	ST (\$)	76.60
		OT	55.26	3.85	59.11	12.35	9.65	1.05	-	3.89	26.94	4.52	0.59	7.84	-	12.95	OT (\$)	99.00
		DT	73.68	3.85	77.53	12.35	9.65	1.05	-	3.89	26.94	5.93	0.78	10.25	-	16.96	DT (\$)	121.43
OAS3	Operator Apprentice 3	ST	39.68	3.85	43.53	12.35	9.65	1.05	-	3.89	26.94	3.33	0.44	5.82	-	9.59	ST (\$)	80.06
		OT	59.52	3.85	63.37	12.35	9.65	1.05	-	3.89	26.94	4.85	0.63	8.40	-	13.88	OT (\$)	104.19
		DT	79.36	3.85	83.21	12.35	9.65	1.05	-	3.89	26.94	6.37	0.83	10.99	-	18.19	DT (\$)	128.34
OAS4	OPERATORS Apprentice 4	ST	42.51	3.85	46.36	12.35	9.65	1.05	-	3.89	26.94	3.55	0.46	6.19	-	10.20	ST (\$)	83.50
		OT	63.77	3.85	67.62	12.35	9.65	1.05	-	3.89	26.94	5.17	0.68	8.94	-	14.79	OT (\$)	109.35
		DT	85.02	3.85	88.87	12.35	9.65	1.05	-	3.89	26.94	6.80	0.89	11.71	-	19.40	DT (\$)	135.21

Wage rates effective 07-01-22 to 07-01-23
Valverde Construction Inc.

	Craft	Time	BASE RATE & VAC			BENEFITS						PAYROLL TAXES & INSURANCE					TOTAL RATE	
			Bse Rate	Vacation	Subtotal	H & W	Pension	App/Train	Co-Ad Fd	Ind./ECC	Subtotal	FICA	FU & SU	Wk Comp	Liab. Ins.	Subtotal		
OG2	OPERATORS GROUP 2	ST	54.68	3.85	58.53	12.35	13.15	1.05	-	0.39	26.94	4.48	0.59	7.77	-	12.84	ST (\$)	98.31
		OT	82.02	3.85	85.87	12.35	13.15	1.05	-	0.39	26.94	6.57	0.86	11.32	-	18.75	OT (\$)	131.56
		DT	109.36	3.85	113.21	12.35	13.15	1.05	-	0.39	26.94	8.66	1.13	14.89	-	24.68	DT (\$)	164.83
OG4	OPERATORS GROUP 4	ST	56.79	3.85	60.64	12.35	9.65	1.05	-	3.89	26.94	4.64	0.61	8.05	-	13.30	ST (\$)	100.88
		OT	85.19	3.85	89.04	12.35	9.65	1.05	-	3.89	26.94	6.81	0.89	12.15	-	19.85	OT (\$)	135.83
		DT	113.58	3.85	117.43	12.35	9.65	1.05	-	3.89	26.94	8.98	1.17	15.95	-	26.10	DT (\$)	170.47
OG8	OPERATORS GROUP 8	ST	57.79	3.85	61.64	12.35	9.65	1.05	-	3.89	26.94	4.72	0.62	8.17	-	13.51	ST (\$)	102.09
		OT	86.69	3.85	90.54	12.35	9.65	1.05	-	3.89	26.94	6.93	0.91	11.92	-	19.76	OT (\$)	137.24
		DT	115.58	3.85	119.43	12.35	9.65	1.05	-	3.89	26.94	9.14	1.19	15.69	-	26.02	DT (\$)	172.39
OG8A FM	OPERATORS GROUP 8A FM	ST	59.79	3.85	63.64	12.35	9.65	1.05	-	3.89	26.94	4.87	0.64	8.43	-	13.94	ST (\$)	104.52
		OT	89.69	3.85	93.54	12.35	9.65	1.05	-	3.89	26.94	7.16	0.94	12.31	-	20.41	OT (\$)	140.89
		DT	119.58	3.85	123.43	12.35	9.65	1.05	-	3.89	26.94	9.44	1.23	16.21	-	26.88	DT (\$)	177.25
010A	OPERATORS GROUP 10A	ST	59.51	3.85	63.36	12.35	9.65	1.05	-	3.89	26.94	4.85	0.63	8.40	-	13.88	ST (\$)	104.18
		OT	80.79	3.85	84.64	12.35	9.65	1.05	-	3.89	26.94	6.47	0.85	11.15	-	18.47	OT (\$)	130.05
		DT	119.02	3.85	122.87	12.35	9.65	1.05	-	3.89	26.94	9.40	1.23	16.13	-	26.76	DT (\$)	176.57
OFOR	OPERATORS GROUP 10	ST	61.79	3.60	65.39	12.35	12.15	1.05	-	0.39	25.94	5.00	0.65	8.66	-	14.31	ST (\$)	105.64
		OT	92.69	3.60	96.29	12.35	12.15	1.05	-	0.39	25.94	7.37	0.96	12.67	-	21.00	OT (\$)	143.23
		DT	123.58	3.60	127.18	12.35	12.15	1.05	-	0.39	25.94	9.73	1.27	16.69	-	27.69	DT (\$)	180.81
TTD	Teamster G7 TRUCK DRIVER	ST	37.72	3.15	40.87	20.12	7.00	1.22	0.07	0.98	29.39	3.13	0.41	5.31	-	8.85	ST (\$)	79.11
		OT	56.58	3.15	59.73	20.12	7.00	1.22	0.07	0.98	29.39	4.57	0.60	7.76	-	12.93	OT (\$)	102.05
		DT	75.44	3.15	78.59	20.12	7.00	1.22	0.07	0.98	29.39	6.01	0.79	10.22	-	17.02	DT (\$)	125.00
TGX10	Teamster G5 TD	ST	39.22	3.15	42.37	20.12	7.00	1.22	0.07	0.98	29.39	3.24	0.42	5.51	-	9.17	ST (\$)	80.93
		OT	58.83	3.15	61.98	20.12	7.00	1.22	0.07	0.98	29.39	4.74	0.62	8.06	-	13.42	OT (\$)	104.79
		DT	78.44	3.15	81.59	20.12	7.00	1.22	0.07	0.98	29.39	6.24	0.82	10.61	-	17.67	DT (\$)	128.65
TTDGX	Teamster G6 TRUCK DRIVER SPEC	ST	37.72	3.15	40.87	20.12	7.00	1.22	0.07	0.98	29.39	3.13	0.41	5.31	-	8.85	ST (\$)	79.11
		OT	56.58	3.15	59.73	20.12	7.00	1.22	0.07	0.98	29.39	4.57	0.60	7.76	-	12.93	OT (\$)	102.05
		DT	75.44	3.15	78.59	20.12	7.00	1.22	0.07	0.98	29.39	6.01	0.79	10.22	-	17.02	DT (\$)	125.00
TDF	Teamster G6 TRUCK DRIVER SPEC	ST	36.72	3.15	39.87	20.12	7.00	1.22	0.07	0.98	29.39	3.05	0.40	5.18	-	8.63	ST (\$)	77.89
		OT	55.08	3.15	58.23	20.12	7.00	1.22	0.07	0.98	29.39	4.45	0.58	7.57	-	12.60	OT (\$)	100.22
		DT	73.44	3.15	76.59	20.12	7.00	1.22	0.07	0.98	29.39	5.86	0.77	9.96	-	16.59	DT (\$)	122.57
TFMA	Teamster FM	ST	45.45	3.15	48.60	20.12	7.00	1.22	0.07	0.98	29.39	3.72	0.49	6.32	-	10.53	ST (\$)	88.52
		OT	68.18	3.15	71.33	20.12	7.00	1.22	0.07	0.98	29.39	5.46	0.71	9.27	-	15.44	OT (\$)	116.16
		DT	90.90	3.15	94.05	20.12	7.00	1.22	0.07	0.98	29.39	7.19	0.94	12.23	-	20.36	DT (\$)	143.80
TF2	Teamster FM	ST	47.10	3.15	50.25	20.12	7.00	1.22	0.07	0.98	29.39	3.84	0.50	6.53	-	10.87	ST (\$)	90.51
		OT	70.65	3.15	73.80	20.12	7.00	1.22	0.07	0.98	29.39	5.65	0.74	9.59	-	15.98	OT (\$)	119.17
		DT	94.20	3.15	97.35	20.12	7.00	1.22	0.07	0.98	29.39	7.45	0.97	12.66	-	21.08	DT (\$)	147.82
TF2A	Teamster FM	ST	41.99	3.15	45.14	20.12	7.00	1.22	0.07	0.98	29.39	3.45	0.45	5.87	-	9.77	ST (\$)	84.30
		OT	62.99	3.15	66.14	20.12	7.00	1.22	0.07	0.98	29.39	5.06	0.66	8.60	-	14.32	OT (\$)	109.85
		DT	83.98	3.15	87.13	20.12	7.00	1.22	0.07	0.98	29.39	6.67	0.87	11.33	-	18.87	DT (\$)	135.39

	ID	EQUIPMENT	Unit	Rate	Stand by Factor	Multi Shift Factor
		ARROWBOARDS				
60	AB0014	WANCO SOLAR ARROWBOARD	hr	\$3.97	0.36	0.7
60	AB0015	WANCO SOLAR ARROWBOARD	hr	\$3.97	0.36	0.7
61	AB0016	WANCO SOLAR ARROWBOARD	hr	\$3.97	0.36	0.7
62	AB0017	WANCO SOLAR ARROWBOARD	hr	\$3.97	0.36	0.7
63	AB0018	WANCO SOLAR ARROWBOARD	hr	\$3.97	0.36	0.7
64	AB0019	WANCO SOLAR ARROWBOARD	hr	\$3.97	0.36	0.7
	ABAS	WANCO SOLAR ARROWBOARD - Standby	hr	\$1.43		
56	AB0020	NATIONAL SIGNAL MESSAGE BOARD	hr	\$10.66	0.36	0.7
57	AB0021	NATIONAL SIGNAL MESSAGE BOARD	hr	\$10.66	0.36	0.7
58	AB0022	NATIONAL SIGNAL MESSAGE BOARD	hr	\$10.66	0.36	0.7
59	AB0023	NATIONAL SIGNAL MESSAGE BOARD	hr	\$10.66	0.36	0.7
	ABMS	NATIONAL SIGNAL MESSAGE BOARD- Standby	hr	\$3.84		
		BACKHOES				
	BH0018	Caterpillar 416C Backhoe	hr	\$68.04	0.12	0.89
	BH0019	2001 Case 590Sm	hr	\$61.17	0.12	0.89
	BH0020	CAT 430D Backhoe	hr	\$56.02	0.12	0.89
35	BH0027	CASE 580 SUPER N Backhoe	hr	\$56.02	0.12	0.89
	BH0027S	CASE 580 SUPER N - Standby	hr	\$6.72		
39	BH0028	CASE 590 SUPER N Backhoe	hr	\$75.57	0.12	0.89
	BH0028S	CASE 590 SUPER N - Standby	hr	\$9.07		
39	BH0029	CASE 590 SUPER N Backhoe	hr	\$75.57	0.12	0.89
	BH0029S	CASE 590 SUPER N - Standby	hr	\$7.89		
39	BH0030	CASE 590 SUPER N Backhoe	hr	\$75.57	0.12	0.89
36	BH0031	2016 Case 590SN Backhoe NGC736119 - F	hr	\$61.17	0.12	0.89
	BH0033	2020 Caterpillar 430F2 Bankhoe Loader	hr	\$68.04	0.12	0.89
	BH0034	2021 Caterpillar 430-07 Backhoe Loader H8W00331	hr	\$68.04	0.12	0.89
	BH0035	2021 Caterpillar 430-07 Backhoe Loader H8W00330	hr	\$68.04	0.12	0.89
	BH0036	2021 Caterpillar 430-07 Backhoe loader H8W00378	hr	\$68.04	0.12	0.89
	BH0037	2021 Caterpillar 430-07 Backhoe loader H8W00382	hr	\$68.04	0.12	0.89
	BH0038	2021 Caterpillar 430-07 Backhoe loader H8W00682	hr	\$68.04	0.12	0.89
	BH3432	2006 Case 590SM Backhoe N5C394765	hr	\$68.04	0.12	0.89
	BH3432S	2006 Case 590SM Backhoe N5C394765	hr	\$8.16		
36	BH3433	2006 Case 590SM Super Backhoe N5C394898	hr	\$61.17	0.12	0.89
	BH1248	Caterpillar 430FS	hr	\$68.04	0.12	0.89
	BH1252	Caterpillar 430FS	hr	\$71.91	0.12	0.89
39	BH0030S	CASE 590 SUPER N Backhoe - Standby	hr	\$8.63		
		COMPRESSORS				
1	CP0001	CompAir Q175 COMPRESSOR - 016-025	hr	\$25.46	0.14	0.87
1	CP0002	CompAir Q175 COMPRESSOR - 016-025	hr	\$25.46	0.14	0.87
1	CP0003	CompAir Q175 COMPRESSOR - 016-025	hr	\$25.46	0.14	0.87
1	CP0005	CompAir Q175 COMPRESSOR - 016-025	hr	\$25.46	0.14	0.87
1	CP0006	CompAir Q175 COMPRESSOR - 016-025	hr	\$25.46	0.14	0.87
1	CP0007	CompAir Q175 COMPRESSOR - 016-025	hr	\$25.46	0.14	0.87
1	CP0008	CompAir Q175 COMPRESSOR - 016-025	hr	\$25.46	0.14	0.87
1	CP0009	CompAir Q175 COMPRESSOR - 016-025	hr	\$25.46	0.14	0.87
1	CP0010	CompAir Q175 COMPRESSOR - 016-025	hr	\$25.46	0.14	0.87
1	CP0011	2016 Sullivanpalater Compressor 185 - F 016-025	hr	\$25.46	0.14	0.87
1	CP0012	2016 Sullivanpalater Compressor 185 - F 016-025	hr	\$25.46	0.14	0.87
1	CP0013	Airman PDS185-6E1	hr	\$25.46	0.14	0.87
1	CP0014	Airman PDS185-6E1	hr	\$25.46	0.14	0.87
1	CPS	CompAir Q175 COMPRESSOR - Standby	hr	\$3.56		
		EXCAVATOR				
106	EX0001	CASE CX80 EXCAVATOR	hr	\$43.02	0.18	0.84
121	EX0002	CASE CX235C EXCAVATOR	hr	\$119.34	0.18	0.84
122	EX0003	CASE CX350C EXCAVATOR	hr	\$185.50	0.18	0.84
123	EX0004	CASE CX470C EXCAVATOR	hr	\$231.36	0.18	0.84
124	EX0005	CASE CX350C EXCAVATOR	hr	\$185.51	0.18	0.84
125	EX0006	CASE CX55B EXCAVATOR	hr	\$34.28	0.18	0.84
	EX0008	2018 Case CX570C Mini Excavator	HR	\$45.28	15	17.98
	EX0009	2019 Caterpillar Excavator320-07GC SN KTN10616	HR	\$91.19	0.18	0.84
126	EX0026	2007 Caterpillar 314C Excavator PCA01439	hr	\$107.22	0.18	0.84
127	EX0027	2007 Caterpillar 330 Excavator PAB07569	hr	\$69.95	0.18	0.84
		FORKLIFTS				
31	FL0004	CAT DP40K-D	hr	\$51.44	0.22	0.79
	TH0001	Caterpillar Telehandler KDE01485	hr	\$71.65	0.22	0.79

	ID	EQUIPMENT	Unit	Rate	Stand by Factor	Multi Shift Factor
		HYDRAULIC BREAKER				
33	HB0001	UB-304 HYDRAULIC BREAKER	hr	\$19.66	0.23	0.8
107	HB0025	NDK HYDRAULIC BREAKER- JOB 995	hr	\$19.66	0.23	0.8
128	HB0499	1999 Hammer 1250 H6XA IE499	hr	\$14.31	0.23	0.8
129	HB4181	2001 BTI Hydraulic Breaker 4000 TB0625QA 4181	hr	\$14.31	0.23	0.8
	HB4200	Breaker 1500 lb Cat 430	Hr	\$19.66	0.23	0.8
	HBS	UB-304 HYDRAULIC BREAKER - Standby	hr	\$4.52		
		LOADERS				
34	LD0009	CASE 570 LXT 4WD LOADER	hr	\$46.23	0.12	0.89
	LDS	CASE 570 LXT 4WD LOADER - Standby	hr	\$5.55		
130	LD0012	CASE 621F LOADER	hr	\$79.41	0.12	0.89
131	LD0013	CASE 821F LOADER	hr	\$117.74	0.12	0.89
		LIGHT TOWERS				
22	LT0002	ALLMAND NLPKFMXZ LIGHT TOWER	hr	\$4.95	0.13	0.88
23	LT0003	ALLMAND NLPKFMXZ LIGHT TOWER	hr	\$4.95	0.13	0.88
24	LT0004	ALLMAND NLPKFMXZ LIGHT TOWER	hr	\$4.95	0.13	0.88
	LTS	ALLMAND NLPKFMXZ LIGHT TOWER - Standby	hr	\$0.64		
		PUMPS				
49	PU0002	GRIFFIN 6" TRASH PUMP (7,920 GPH)	hr	\$32.99	0.36	0.68
	PU0002S	GRIFFIN 6" TRASH PUMP - Standby	hr	\$11.88		
45	PU0003	WACKER PT3A 3" (2,400 GPH)	hr	\$6.63	0.36	0.68
	PU0003S	WACKER PT3A 3" - Standby	hr	\$2.39		
47	PU0004	MULTIQUIP QP-40TH 4' (3,666 GPH)	hr	\$7.40	0.36	0.68
	PU0004S	MULTIQUIP QP-40TH 4' - Standby	hr	\$2.66		
50	PU0005	GRIFFIN 8" DIESEL PUMP (12,000 GPH)	hr	\$38.39	0.36	0.68
	PU0005S	GRIFFIN 8" DIESEL PUMP - Standby	hr	\$13.82		
41	PU0006	HYPRO 3/4" 5210C-R TEST PUMP (600 GPH)	hr	\$4.13	0.36	0.68
	PU0006S	HYPRO 3/4" TEST PUMP - Standby	hr	\$1.49		
		ROLLERS/COMPACTION WHEELS				
52	RO0002	CATERPILLAR 214C ROLLER	hr	\$36.08	0.17	0.85
	RO0002S	CATERPILLAR 214C ROLLER - Standby	hr	\$6.13		
132	RO0005	CASE DV36 ROLLER	hr	\$55.89	0.17	0.85
133	RO0006	2016 Case DV209C Dual Drum Roller	hr	\$54.43	0.17	0.85
134	RO0007	2014 Atlas Copco CA 1300DB	hr	\$76.94	0.17	0.85
	RO0008	2020 CAT CB22B Vibratory compactor	hr	\$37.91	0.17	0.85
		TRUCKS				
135	TK0352	2015 Ford F350 Utility Truck 12 - 20	hr	\$49.31	0.12	0.88
136	TKLS	Light Truck - Standby 00-06	hr	\$4.07		
83	TKMS	Medium Truck - Standby 06-12	hr	\$4.58		
137	TKHS	Heavy Truck - Standby 12-20	hr	\$5.92		
	TKUS	Utility Truck - Standby 20-28	hr	\$6.24		
	YK3178	2020 Dodge Ram 5500 20-28	hr	\$52.02	0.12	0.88
88	TK5410	2014 Ford F-150 Super Cab 00 - 06	hr	\$33.90	0.12	0.88
84	TK5718	2013 Ford F-150 XLT 00-06	hr	\$33.90	0.12	0.88
85	TK5720	2013 Ford F-150 XLT 00-06	hr	\$33.90	0.12	0.88
87	TK0118	2015 Ford F150 4x4 06 - 12	hr	\$38.20	0.12	0.88
96	TK0540	2014 Dodge Ram 2500 06-12	hr	\$38.20	0.12	0.88
138	TK1264	Chevy Colorado 06-12	hr	\$38.20	0.12	0.88
74	TK1675	2014 Ford F250 XL Super Cab 06-12	hr	\$38.20	0.12	0.88
139	TK1676	2014 Ford F250 XL Super Cab 06-12	hr	\$38.20	0.12	0.88
73	TK2437	2008 Dodge Ram 2500 Reg.Cab 06-12	hr	\$38.20	0.12	0.88
	TK2699	2020 Ford F350 Combo 12-20	hr	\$49.31	0.12	0.88
	TK2788	Ford F50 XL PU 6-12	hr	\$38.20	0.12	0.88
	TK2828	2020 Ford F-450 12-20	hr	\$49.31	0.12	0.88
140	TK3079	2003 Chevy S2500 P.U. 06-12	hr	\$38.20	0.12	0.88
	TK3178	2020 Dodge Ram 5500 Mech Truck 20-28	hr	\$52.02	0.12	0.88
	TK3221	2020 Ford F450 Flatbed 12-20	hr	\$49.31	0.12	0.88
	TK3358	2020 Ford F350 utility 12-20	hr	\$49.31	0.12	0.88
89	TK3635	2016 Ford F-250 06-12	hr	\$38.20	0.12	0.88
90	TK4293	2014 Chevy Silverado 1500 06 - 12	hr	\$38.20	0.12	0.88
91	TK4386	2017 Ford F-250 XL 06 - 12	hr	\$38.20	0.12	0.88
141	TK4391	2017 Ford F-250 XL 06 - 12	hr	\$38.20	0.12	0.88
142	TK4393	2017 Ford F-250 XL 06 - 12	hr	\$38.20	0.12	0.88
	TK5022	2020 Ford Combo Utility 12-20	hr	\$38.20	0.12	0.88

	ID	EQUIPMENT	Unit	Rate	Stand by Factor	Multi Shift Factor
143	TK5667	2000 Ford F250 Saw Truck 06 - 12	hr	\$38.20	0.12	0.88
144	TK6726	2008 Ford F250 XL SRW 06 - 12	hr	\$38.20	0.12	0.88
145	TK6854	2016 Ford F-150 XLT 06 - 12	hr	\$38.20	0.12	0.88
146	TK6904	2016 Ford F-150 XLT 06 - 12	hr	\$38.20	0.12	0.88
147	TK7379	2003 Ford F-350 06-12	hr	\$38.20	0.12	0.88
148	TK9368	2014 Ford F250 XL Super Cab 06-12	hr	\$38.20	0.12	0.88
98	TK9744	2012 Ford F-150 XLT 4x4 06-12	hr	\$38.20	0.12	0.88
99	TK9799	2016 Ford F-150 XL 06 - 12	hr	\$38.20	0.12	0.88
	TK9800	2016 Ford F-150 XL 06 - 12	hr	\$38.20	0.12	0.88
	TK1377	2008 Ford Ranger Super Cab 12-20	hr	\$49.31	0.12	0.88
	TK1822	2004 Ford F-450 12-20	hr	\$49.31	0.12	0.88
	TK2040	2013 Ford F-550 Saw Truck 12-20	hr	\$49.31	0.12	0.88
149	TK2212	2015 Ford F350 Utility Truck 12 - 20	hr	\$49.31	0.12	0.88
150	TK2981	2003 Chevy 4500 14' Stakebed Truck 12 - 20	hr	\$49.31	0.12	0.88
	TK3221	Ford F-450	hr	\$49.31	0.12	0.88
	TK3448	2015 Ford F350 Utility Truck 12 - 20	hr	\$49.31	0.12	0.88
151	TK3513	2008 Ford F-450 12-20	hr	\$49.31	0.12	0.88
152	TK3515	2008 Ford F-450 12-20	hr	\$49.31	0.12	0.88
80	TK3516	2008 Ford F-450 12-20	hr	\$49.31	0.12	0.88
153	TK4926	2005 Ford F450 Stakebed 12 - 20	hr	\$49.31	0.12	0.88
154	TK5798	2004 Isuzu Stakebed Truck 12 - 20	hr	\$49.31	0.12	0.88
93	TK7008	2016 Ford F550 4x4 Fuel Truck 12 - 20	hr	\$49.31	0.12	0.88
155	TK7419	2016 Ford-350 XL 12 - 20	hr	\$49.31	0.12	0.88
108	TK7420	2016 Ford-350 XL 12 - 20	hr	\$49.31	0.12	0.88
	TK7807	2021 Ford Ranger PU Crew 00-06	hr	\$33.90	0.12	0.88
	TK8965	Ford F-450 12-20	hr	\$49.31	0.12	0.88
95	TK9099	2004 Ford F-450 12-20	hr	\$49.31	0.12	0.88
82	TK9542	2012 Ford F-450 12-20	hr	\$49.31	0.12	0.88
156	TK9602	2012 Ford F-550 Utility Truck 12-20	hr	\$49.31	0.12	0.88
157	TK0664	2013 Ford F-550 Stakebed Truck 20-28	hr	\$52.02	0.12	0.88
		SKIDSTEERS				
166	TR0006	Cat 246C Skid Steer Loader > 50hp	hr	\$44.64	0.12	0.89
	TR0006S	Cat 246C Skid Steer Loader - Standby	hr	\$5.36		
166	TR0009	Cat 246D Skid Steer Loader > 50hp	hr	\$42.33	0.12	0.89
	TR0009S	Cat 246d Skid Steer Loader - Standby	hr	\$5.08		
		SWEEPERS				
	SW0003	2019 Isuzu Tymo Sweeper	hr	\$155.34	0.15	0.86
		DUMP TRUCKS & TRAILERS				
103	TK0015	97' FORD LT9513 10 WHL DUMP TRUCK	hr	\$84.40	0.18	0.83
	TK0015S	97' FORD LT9513 10 WHL - Standby	hr	\$15.19		
	TK0863	Peterbilt Dump Truck	hr	\$84.40	0.18	0.83
	TK0863s	Peterbilt Dump Truck - Standby	hr	\$12.04		
	TK2572	Ford 650 Dump Truck	hr	\$84.40	0.18	0.83
	TK2572s	Ford 650 Dump Truck - Standby	hr	\$12.04		
	TK2995	Ford 650 Dump Truck	hr	\$84.40	0.18	0.83
	TK2995s	Ford 650 Dump Truck - Standby	hr	\$12.04		
101	TK5561	87' GMC C7 5-6 YARD DUMP TRUCK	hr	\$66.11	0.19	0.83
	TK5561S	87' GMC C7 5-6 YARD DUMP TRUCK - Standby	hr	\$12.56	0.19	0.83
102	TK3729	2013 Ford F650 5-6 YARD DUMP TRUCK	hr	\$66.11	0.19	0.83
	TK3729S	2013 Ford F650 5-6 YARD DUMP TRUCK - Standby	hr	\$12.56		
109	TK3730	2013 Ford F650 5-6 YARD DUMP TRUCK	hr	\$66.11	0.19	0.83
	TK3730S	2013 Ford F650 5-6 YARD DUMP TRUCK - Standby	hr	\$12.56	0.19	0.83
158	TK9892	15 'PETERBUILT 10 WHL DUMP TRUCK	hr	\$84.40	0.19	0.83
159	TK5223	2011 Freightliner Dump Truck	hr	\$66.11	0.19	0.83
	TK5223S	2011 Freightliner Dump Truck - Standby	hr	\$9.62		
160	TK8095	2012 International Dump Truck	hr	\$66.11	0.19	0.83
	TK8095S	2012 International Dump Truck - Standby	hr	\$9.62		
71	TK40	TRAILER 2 AXLE - 8 TIRE/axle	hr	\$19.76	0.43	0.65
	TK40S	TRAILER 2 AXLE - 8 TIRE/axle - Standby	hr	\$8.50		
72	TK40LP	TRAILER 2 AXLE - 8 TIRE/axle	hr	\$19.76	0.43	0.65
	TK6031	2013 F550 Dump Truck 3 Yard	hr	\$66.11	0.18	0.83
	TK6031S	2013 F550 Dump Truck 3 Yard - Standby	hr	\$11.90		
		VIBRATOR PLATES				
12	VP0001	WACKER GAS (vibrator plate)	hr	\$4.73	0.20	0.81
13	VP0002	WACKER GAS (jumping jack)	hr	\$4.73	0.20	0.81
14	VP0003	WACKER GAS (jumping jack)	hr	\$4.73	0.20	0.81
16	VP0005	WACKER DIESEL (jumping jack)	hr	\$4.73	0.20	0.81

	ID	EQUIPMENT	Unit	Rate	Stand by Factor	Multi Shift Factor
	VPS	JUMPING JACK or VIBRATOR PLATE - Standby	hr	\$0.95		
		WATER TRUCKS				
94	WT0003	92' Ford F700 1800 Gallon Water Truck	hr	\$49.31	0.12	0.89
	WT0003S	92' Ford F700 1800 Gallon Water Truck - Standby	hr	\$5.92		
161	WT0004	14' Freightliner 2000 Gallon Water Truck	hr	\$52.02	0.12	0.89
162	WT0005	2016 Ford F750 Water Truck	hr	\$52.02	0.12	0.89
163	WT0006	2017 Water Trailer	hr	\$6.24	0.32	1.47
163	WT4230	2007 Ford F650 Water Truck 3FRNF65A16V374530	hr	\$52.02	0.12	0.89
		MISCELLANEOUS				
111	MS0001	STEEL PLATE 4 X 8 3/4"	day	\$1.27	0.56	1
112	MS0002	STEEL PLATE 8 X 12 1"	day	\$1.27	0.56	1
55	MS0008	DYNAMATION GAS DETECTOR 929A	hr	\$0.29	0.47	0.56
11	MS0013	LEE BOY TACK SPRAYER	hr	\$8.21	0.14	0.88
28	MS0018	AP 25 VENTILATION BLOWER	hr	\$0.60	0.5	1
29	MS0019	AP 12 VENTILATION BLOWER	hr	\$0.60	0.5	1
	MS0019S	VENTILATION BLOWER - Standby	hr	\$0.30		
2	MS0900	RIVET BUSTER	hr	\$1.61	0.61	0.42
	MS0900S	RIVET BUSTER - Standby	hr	\$0.98		
68	MS0901	DELINEATORS	day	\$0.26	0.72	1
67	MS0901A	CONES 28"high	day	\$0.16	0.72	1
5	MS0902	POWDER PUFF (60 lbs)	hr	\$1.14	0.61	0.41
	MS0902S	POWDER PUFF (60 lbs) - Standby	hr	\$0.70		
69	MS0903	SIGNS	day	\$3.01	0.72	1
3	MS0904	90# JACKHAMMER	hr	\$1.61	0.61	0.41
	MS0904S	90# JACKHAMMER - Standby	hr	\$0.98		
6	MS0905	60# JACKHAMMER	hr	\$1.14	0.61	0.41
	MS0905S	60# JACKHAMMER - Standby	hr	\$0.70		
7	MS0906	CLAY SPADE	hr	\$1.14	0.61	0.41
	MS0906S	CLAY SPADE - Standby	hr	\$0.70		
70	MS0907	HIGH LEVEL FLAG TREE	day	\$3.01	0.72	1
46	MS0908	3" TRASH PUMP w/25'suction & 50'discharge	hr	\$6.63	0.36	0.68
48	MS0908A	4" TRASH PUMP w/25'suction & 50'discharge	hr	\$7.40	0.36	0.68
	MS0908S	TRASH PUMP - Standby	hr	\$2.66		
19	MS0911	GENERATOR (6.5 KW)	hr	\$5.14	0.13	0.88
	MS0911S	GENERATOR (6.5 KW) - Standby	hr	\$0.67		
30	MS0912	BLOWER W/HOSE	hr	\$0.60	0.5	1
	MS0912S	BLOWER W/HOSE - Standby	hr	\$0.30		
44	MS0915	2" SUBMERSIBLE PUMP (1260 GPH) w/hoses	hr	\$4.13	0.36	0.68
	MS0915S	2" SUBMERSIBLE PUMP - Standby	hr	\$1.49		
26	MS0917	CUTOFF SAW	hr	\$0.43	0.62	0.42
	MS0917S	CUTOFF SAW - Standby	hr	\$0.27		
51	MS0918	50' FIRE HOSE 2 1/2"	hr	\$0.05	0.36	0.67
105	MS0919	CONFINED SPACE PKG (winch,tripod,harness)	hr	\$0.46	0.51	0.52
	MS0919S	CONFINED SPACE PKG - STANDBY	hr	\$0.24		
4	MS0920	CHIPPING GUN (25 lbs)	hr	\$0.90	0.61	0.42
	MS0920S	CHIPPING GUN (25 lbs) - Standby	hr	\$0.55		
20	MS0922	GENERATOR 45 KW KVA	hr	\$18.11	0.13	0.88
	MS0922S	GENERATOR 45 KW KVA - Standby	hr	\$2.35		
66	MS0923	BARRICADE W/FLASHER LITE	day	\$0.52	0.72	1
17	MS0924	18" & 24" MOUNTED COMPACTOR WHEEL	hr	\$1.48	0.52	0.52
	MS0924S	COMPACTOR WHEEL - Standby	hr	\$0.77		
8	MS0926	ACCU PUNCHER TORPEDO 2"	hr	\$1.14	0.61	0.41
53	MS0927	CORE DRILL - Cardi X2R 42C 5HP	hr	\$3.54	0.12	0.87
54	MS0928	HUSQVARNA WALK BEHIND FLAT SAW	hr	\$25.05	0.16	0.84
9	MS0929	2 POWDER PUFF TAMPER (40 lbs)	hr	\$1.14	0.61	0.42
18	MS0930	CONCRETE VIBRATOR	hr	\$1.29	0.33	0.67
25	MS0931	WET VACUUM	hr	\$0.32	0.62	0.42
164	MS0933	36" Compaction Wheel	hr	\$1.48	0.52	0.52
110	MS0934	Red -D- Arc Welder ZR 8	hr	\$7.85	0.2	0.83
165	MS0935	Roto Hammer	hr	\$0.90	0.61	0.42
	MS0940	Cement Mixer	HR	\$3.76	0.12	0.89
	MS0941	Multiquip Power Washer	Hr	\$6.00	0.16	0.84
	MS0942	Grinder	HR	\$22.56	0.16	0.84



CITY OF LOMITA CITY COUNCIL REPORT

TO: City Council **Item No. SCH 8a**

FROM: Ryan Smoot, City Manager

PREPARED BY: Susan Kamada, Administrative Services Director

MEETING DATE: December 20, 2022

SUBJECT: Discussion and Consideration of the Acceptance of the City's Audit Report for Fiscal Year 2021-2022

RECOMMENDATION

Receive and file the Fiscal Year 2021-2022 Annual Comprehensive Financial Report (ACFR) and the Single Audit Report on Schedule of Expenditures of Federal Awards.

BACKGROUND

Attached is the City of Lomita's Annual Comprehensive Financial Report (ACFR), and the Single Audit Report for the fiscal year ended June 30, 2022. These reports are in full compliance with the most recent financial reporting model developed by the Governmental Accounting Standards Board (GASB) Statement No. 34, Generally Accepted Accounting Principles (GAAP), and Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). The most recent financial reporting model is intended to improve financial accountability by adding significant information not previously available in local government financial statements. The City's implementation of the most recent model enables the City Council and residents of Lomita to become more aware of the City's financial condition and the information contained in its annual financial statements.

During the year ended June 30, 2022, the City adopted Statement on Governmental Accounting Standards (GASB Statement) No. 87-*Leases*, No. 89-*Accounting for Interest Cost Incurred Before the End of a Construction Period*; No. 90-*Majority Equity Interest*; No. 93-*Replacement of Interbank Offered Rates*; and No. 97-*Certain Component Unit Criteria for Internal Revenue Code 457 Deferred Compensation Plans*. The City implemented GASB No. 87 during fiscal year June 30, 2022. The adoption of the GASB Nos. 89, 90, 93, and 97 did not significantly impact the City. Statements can be found in Note 1 of the City's Annual Comprehensive Financial Report.

The goal of the annual audit is to provide reasonable assurance that the City's financial statements are free of material misstatement. The City's independent auditor, Gruber and Lopez, Inc., found no "material misstatements" or "reportable conditions" during the audit.

The City has once again submitted the ACFR for consideration for the Certificate of Achievement for Excellence in Financial Reporting to the Government Finance Officers Association (GFOA). To receive this award, a government agency must publish an easily readable and efficiently organized comprehensive annual financial report. If the City receives the Certificate of Achievement as expected, this will be the 19th consecutive year that the City has received this award. While this effort was coordinated by the Administrative Services Department, it required the cooperation and participation of all City departments. We would like to thank the Mayor and members of the City Council for their support in planning and conducting the financial operations of the City in a responsible and progressive manner.

Below are the financial highlights of the Annual Comprehensive Financial Report:

- The City ended fiscal year 2021-2022 with a total net position \$51,741,923. Of this amount, \$1,120,076 (unrestricted net position) may be used to meet the City's ongoing obligations to citizens and creditors within fund-specific guidelines.
- As of the close of business of the current fiscal year, the City of Lomita's governmental funds reported a combined ending balance of \$17,218,657.
- Property Taxes, Sales Tax, Motor Vehicle-in-Lieu Fees, Refuse Taxes, Business License Taxes, Franchise Taxes, and Transient Occupancy Taxes financed approximately 68% of all governmental activities for the fiscal year.

OPTIONS:

None. Information only. Receive and file.

FISCAL IMPACT

None. Information only. Receive and file.

ATTACHMENT

1. Audit Communication Letter
2. Fiscal Year 2021-2022 Annual Comprehensive Financial Report

Reviewed by:



Gary Y. Sugano
Assistant City Manager

Approved by:



Ryan Smoot
City Manager

Prepared by:



Susan Kamada
Administrative Services Director

CITY OF LOMITA
Lomita, California

Report on Communication
With Those Charged with Governance

June 30, 2022



CITY OF LOMITA
Lomita, California

Report On Communication
With Those Charged With Governance

June 30, 2022

INDEX

	<u>PAGE</u>
REPORT ON COMMUNICATION WITH THOSE CHARGED WITH GOVERNANCE	1 - 3

City of Lomita
Lomita, California

To the Honorable Mayor and City Council:

We have audited the financial statements of the government activities, business-type activities, each major fund, and the aggregate remaining fund information of the City of Lomita, California (City) for the year ended June 30, 2022, and have issued our report thereon dated December 16, 2022. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards and *Government Auditing Standards*, as well as certain information related to the engagement contract dated June 6, 2022. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practice

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City are described in Note 1 to the financial statements. The City adopted Statement on Governmental Accounting Standards (GASB Statements) No. 87-*Leases*; No 89-*Accounting for Interest Cost Incurred Before the End of a Construction period*; No. 90- *Majority Equity Interest*; No. 93- *Replacement of Interbank Offered Rates*; and No. 97- *Certain Component Unit Criteria for Internal Revenue Code 457 Deferred Compensation Plans*. The City implemented GASB No. 87 during fiscal year June 30, 2022. The adoption of the GASB Nos. 89, 90, 93, and 97 did not significantly impact the City. We noted no transactions entered into by the City during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the City's financial statements were:

- Management's estimate of capitalizing certain infrastructure assets that prolong its' useful life (as opposed to classifying as routine maintenance expense) and depreciation expense on capital assets. We have evaluated the key factors and assumptions used to estimate the capitalization of infrastructure assets and useful lives on depreciation expense in determining that they are reasonable in relation to the financial statements taken as a whole.
- Management's estimate of the net pension liability and net OPEB liability and their allocation to various funds. We have evaluated the key factors and assumptions used to estimate the net pension liability and its allocation to various funds of the City in determining that they are reasonable in relation to the financial statements taken as a whole.

City of Lomita
Honorable Mayor and City Council

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosure affecting the financial statements was:

- The disclosure of Contingencies in Note 11 to the financial statements concerning potential claims against the City for possible disallowed costs or noncompliance with certain grantor restrictions. As of the date of this letter, Management is not aware of any disallowed costs or noncompliance with grantor restrictions.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. We noted no significant adjustments as a result of audit procedures. We were not aware of any significant uncorrected misstatements.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated December 16, 2022.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the City's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as City of Lomita's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

City of Lomita
Honorable Mayor and City Council

Other Matters

We applied certain limited procedures to City of Lomita, which is required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the supplementary information as described in the table of contents in the financial statements, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

We were not engaged to report on the supplementary information as described in the table of contents in the financial statements, which accompany the financial statements but are not RSI. We did not audit or perform other procedures on this other information and we do not express an opinion or provide any assurance on it.

Restriction on Use

This report is intended solely for the information and use of the City Council and management, and is not intended to be and should not be used by anyone other than these specified parties.

GRUBER AND LOPEZ, INC.

Gruber and Lopez, Inc.
Newport Beach, California
December 16, 2022



ANNUAL COMPREHENSIVE **FINANCIAL REPORT**

YEAR ENDED JUNE 30, 2022

CITY OF LOMITA,
CALIFORNIA
ANNUAL COMPREHENSIVE FINANCIAL REPORT
Year Ended June 30, 2022

Prepared by: The Administrative Services Department

Susan Kamada, Administrative Services Director

CITY OF LOMITA
Annual Comprehensive Financial Report
Year Ended June 30, 2022

TABLE OF CONTENTS

	<u>Page</u>
INTRODUCTORY SECTION:	
Transmittal Letter	i
List of Principal Officials	vii
Organization Charts	viii
GFOA Certificate of Achievement for Excellence in Financial Reporting	iv
FINANCIAL SECTION:	
Independent Auditors' Report	1
Management's Discussion and Analysis (Required Supplementary Information)	4
Basic Financial Statements	
Government-wide Financial Statements:	
Statement of Net Position	13
Statement of Activities	14
Fund Financial Statements:	
Government Funds:	
Balance Sheet	16
Reconciliation of the Balance Sheet of Governmental Funds to Statement of Net Position	17
Statement of Revenues, Expenditures and Changes in Fund Balances	18
Reconciliation of Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to Statement of Activities	19
Proprietary Fund:	
Statement of Net Position	20
Statement of Revenues, Expenses and Changes in Net Position	21
Statement of Cash Flows	22
Fiduciary Fund:	
Statement of Fiduciary Net Position – Private Purpose Trust Funds	23
Statement of Changes in Fiduciary Net Position – Private Purpose Trust Funds	24
Notes to the Financial Statements	25

CITY OF LOMITA
Annual Comprehensive Financial Report
Year Ended June 30, 2022

TABLE OF CONTENTS, (CONTINUED)

	<u>Page</u>
FINANCIAL SECTION, (CONTINUED):	
Required Supplementary Information	
Schedule of Proportionate Share of Net Pension Liability and Related Ratios	60
Schedule of Plan Contributions	62
Schedule of Changes in the Net OPEB Liability and Related Ratios	64
Budgetary Comparison Schedule – Major Funds:	
General Fund	65
America Rescue Plan Act Special Revenue Fund	66
Notes to Required Supplementary Information	67
Supplementary Schedules	
Non-Major Government Funds:	
Combining Balance Sheet	68
Combining Statement of Revenues, Expenditures and Changes in Fund Balances	72
Non-Major Funds:	
Budgetary Comparison Schedules	76
Fiduciary Funds:	
Combining Statements of Net Position	93
Combining Statements of Changes in Net Position	94

CITY OF LOMITA
Annual Comprehensive Financial Report
Year Ended June 30, 2022

TABLE OF CONTENTS, (CONTINUED)

	<u>Page</u>
STATISTICAL SECTION:	
Net Position by Component – Last Ten Fiscal Years	95
Changes in Net Position – Last Ten Fiscal Years	97
Fund Balances of Governmental Funds – Last ten Fiscal Years	101
Changes in Fund Balance of Governmental Funds – Last Ten Fiscal Years	103
Assessed Value and Estimated Actual Value of Taxable Property – Last Ten Fiscal Years	105
Direct and Overlapping Property Tax Rates – Last Ten Fiscal Years	106
Principal Property Owners – Current Year and Prior Year	107
Property Tax Levies and Collections – Last Ten Fiscal Years	108
Ratio of Outstanding Debt by Type – Last Ten Fiscal Years	109
Legal Debt Margin Information	111
Pledged Revenue Coverage	113
Direct and Overlapping Debt – Current Year	114
Top 25 Sales Tax Producers	115
Demographic and Economic Statistics – Last Ten Calendar Years	116
Principle Employers – Current Year and Nine Years Ago	117
Full-time and Part-time City Employees by Function – Last Ten Fiscal Years	118
Operating Indicators by Function – Last Ten Fiscal Years	119
Capital Asset Statistics by Function – Last Ten Fiscal Years	120
Water Sold by Type of Customer – Last Ten Fiscal Years	121
Water Rates – Last Ten Fiscal Years	122
Ratios of General Bonded Debt Outstanding – Last Ten Fiscal Years	123

CITY COUNCIL

BARRY WAITE
BILL UPHOFF
JAMES GAZELEY
CINDY SEGAWA
MARK A. WARONEK



ADMINISTRATION

RYAN SMOOT
CITY MANAGER

CITY OF LOMITA

December 20, 2022

Honorable Mayor,
Members of the City Council,
and Citizens of Lomita

**ANNUAL COMPREHENSIVE FINANCIAL REPORT
FISCAL YEAR 2021-2022
LETTER OF TRANSMITTAL**

It is with great pleasure that we present to you the City of Lomita’s Annual Comprehensive Financial Report (ACFR) for the fiscal year ended June 30, 2022. This report complies with the most recent financial reporting model developed by the Governmental Accounting Standards Board (GASB) Statement 34 and Generally Accepted Accounting Principles (GAAP). The most recent financial reporting model is intended to improve financial accountability by adding significant information not previously available in local government financial statements. The City’s implementation of the most recent model enables the City Council and residents of Lomita to become more aware of the City’s financial condition and the information contained in its annual financial statements.

This report was prepared by the Administrative Services Department in conformity with GAAP and has been audited in accordance with Generally Accepted Auditing Standards (GAAS) by a firm of licensed Certified Public Accountants. Our audit firm, Gruber and Lopez, Inc., is registered with the California State Board of Accountancy and, therefore, because of this, the City’s auditors follow the same required rigor and quality control standards of all firms who are registered with the State. The report contains management’s representation of the finances of the City. Consequently, responsibility for both the accuracy of the data and the completeness and fairness of the presentation, including all disclosures, rests with the City. To the best of our knowledge and belief, the enclosed information is accurate in all material respects and is reported in a manner designed to present fairly the financial position of the City. All disclosures necessary to enable an understanding of the City’s financial activities have been included.

This ACFR includes the financial activity for all funds of the City. The City provides its citizens a wide range of services either directly or through contractual arrangements including public safety, planning, building, public works, water utility, engineering, parks and recreation, and general management.

In addition to the fund-by-fund financial information presented in the City’s financial statements, also included are government-wide financial statements. The government-wide financial statements, required by GASB 34, include a Statement of Net Position that provides the total net equity of the City including its infrastructure assets. The Statement of Activities illustrates the cost of providing government services.

These statements have been prepared using the accrual basis of accounting versus the modified accrual method used in the fund financial statements, as required by GASB 34.

The most recent reporting model includes an emphasis on the City's major funds as shown in the Governmental Fund Statements. These most recent statements combined with other financial information are further described in a narrative section called Management's Discussion and Analysis (MD&A). The MD&A provides financial highlights and interprets the financial reports by analyzing trends and by explaining changes, fluctuations and variances in the financial data. The MD&A is intended to disclose any known significant events or decisions that affect the financial condition of the City.

During the year ended June 30, 2022, the City adopted Statement on Governmental Accounting Standards (GASB Statement) No. 87-*Leases*, No. 89-*Accounting for Interest Cost Incurred Before the End of a Construction Period*; No. 90-*Majority Equity Interest*; No. 93-*Replacement of Interbank Offered Rates*; and No. 97-*Certain Component Unit Criteria for Internal Revenue Code 457 Deferred Compensation Plans*. The City implemented GASB No. 87 during fiscal year June 30, 2022. The adoption of the GASB Nos. 89, 90, 93, and 97 did not significantly impact the City.

PROFILE OF THE GOVERNMENT

The City of Lomita, California, was founded in 1907 and incorporated on June 30, 1964, as a General Law City under the laws of the State of California. The City of Lomita is located 26 miles south of downtown Los Angeles and is bounded by the City of Torrance on the north and west, the City of Los Angeles to the east, and the City of Rolling Hills Estates on the southwest. Southeast of Lomita is the City of Rancho Palos Verdes and unincorporated County land. The City's total land area is 1,196.8 acres, or 1.97 square miles. As of 2022, the City's population is 20,633.

The City operates under the Council-Manager form of government. The City Council is comprised of five members elected at large for staggered four-year terms of office. Three incumbents filed papers to run for office in the City's November 3, 2022 municipal election. The three candidates were appointed to the three open seats and the election was canceled. The Mayor and Mayor Pro-Tem are selected by the Council from among its members to serve a one-year term. The City Council serves as the legislative and policy-making body of the City, enacting all laws and directing such actions as are required to provide for the general welfare of the community. As a contract city, the City provides most of its municipal services, such as legal and public safety services, waste collection, street sweeping and others through contracts with other agencies or organizations. The City of Lomita contracts with a private firm for its legal services. It contracts with the Los Angeles County Sheriff's Department for law enforcement services. Fire protection services are provided by the Los Angeles County Fire Department. The Lomita Public Library is administered by Los Angeles County. Building and safety services are also provided by the County. There are currently six City parks in Lomita including Lomita Park.

The City Manager, appointed by the City Council, serves as the Chief Executive Officer and is responsible to the City Council for administration of all City affairs and the implementation of all policies established by the City Council. The City Attorney serves under contract to the City and is also appointed by the City Council. The Assistant City Manager is appointed by and reports to the City Manager. All other department directors are also appointed by the City Manager and report to the City Manager.

LOCAL ECONOMIC CONDITIONS AND OUTLOOK

The City of Lomita is comprised of single- and multi-family homes, condominiums, and apartments with a mixture of retail, light industrial and service entities providing a tax base for the City. Property Taxes, Sales and Use Taxes, Motor Vehicle-in-Lieu Fees, and Transient Occupancy Taxes financed approximately 68% of all governmental activities for the fiscal year.

As of June 30, 2022, the City's unemployment rate was 2.3 percent, which compares favorably to 4.6 percent for Los Angeles County and 4.2 percent for the State of California. The City's three largest employers are Lomita Post-Acute Care Center, Kaiser Permanente, and Palos Verdes Health Care Center, and they continue to be stable employers.

The City adopted a balanced biennial budget for Fiscal Years 2022-2024 using a conservative approach to forecast revenues and maintain expenditures. The City's sales tax and vehicle license fees revenues performed better than or as expected primarily due to conservative forecasting and stronger than expected sales, and other revenue sources performed as projected, if not slightly better. The budget maintained public safety services and infrastructure projects at a high level of importance. One-time influxes of revenue and the approval of Measure L by the voters in 2020 have added much needed revenue that will support the City in accomplishing its financial and infrastructure improvement goals.

Though hopeful that the economy continues to steadily grow, the City expects long term revenues to remain stable while expenditures are expected to steadily grow. The City will remain conservative in its revenue forecasts, contain costs as much as possible while maintaining essential services for the community. We will continue to explore ways to stimulate the local economy by vigorously pursuing economic development and housing opportunities and developing projects and programs that support the continued growth of our community.

LONG-TERM FINANCIAL PLANNING AND MAJOR INITIATIVES

The City has adopted a new five-year Capital Improvement Program and continues to work through the projects listed as funding is available. An annual review of this report is an integral part of the budget process. This is a plan for short and long-term development, improvement, maintenance, and acquisition of infrastructure assets City-wide. Current projects include facility improvements; information technology upgrades; engineering studies; major street repairs; storm water best management programs; water system upgrades including water main, water meter, water valves and service line replacements and ongoing upgrades to our water facilities. Although the plan identifies an ambitious set of capital needs, the City's ongoing annual funding over the period has simply not kept pace with the increasing costs of construction and the overall needs of the City's infrastructure. As such, currently, there remains more than \$100,000,000 in unfunded capital needs, which have been updated as part of the 5-Year Capital Improvement and Water Master Plan. One-time influxes of revenue, grants, and the approval of Measure L by the voters of the City will help to offset this need, but as it has in the past, the City will need to remain creative in its financing and infrastructure improvement goals.

During the fiscal year of 2021-2022, the Cypress Water Production Facility, which generally provides water service through a blend of imported and locally produced ground water, remained offline while construction is ongoing to upgrade the facility. Water service continues to be provided to the City's residents through

100% imported water. Although fluctuations in blend ratios are anticipated over time, this transition continues to result in significant, short-term increases in the City's costs to provide water service. The City Council has approved a funding plan and is currently under construction, a secondary Granular Activated Carbon filtration system to remove benzene and improve the aesthetic qualities of the City's groundwater and has secured \$5 Million in external funding through WRD and ARPA to be used toward construction of the upgrades. Construction is scheduled to be complete in late 2022.

The City has adopted updated water rate structures for the next five years and will continue capital improvements in an effort to be proactive in reducing service delivery costs and determining future revenue requirements to meet the operational needs of the water system while building and maintaining reserves for capital projects, and its debt service obligations.

The City has also completed and received certification from the State of California for its Housing Element of its General Plan. The updated plan prepares the City for development of more than 1100 new housing units over the next eight years and commits the City to ambitious housing production and redevelopment goals. It also commits the City to revisioning for its major corridors and lays the foundation for more broad scale updates to the resident of the City's General Plan. This update will guide the future of development and shape the Lomita community for many decades to come.

RELEVANT FINANCIAL POLICIES

The City's finances continue to be positively impacted by actual revenues which exceed conservative estimates, business license rates which are revised annually to reflect the changes in the consumer price index, and the updated valuation of the Infrastructure Assets which accurately reflect the true value of the City's assets.

Internal Controls

The management of the City is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the government are protected from loss, theft, or other misuse and to ensure that adequate accounting data is compiled to allow for the preparation of financial statements in conformity with Generally Accepted Accounting Principles. The internal control structure is designed to provide reasonable, but not absolute, assurance that these objectives are met. The concept of reasonable assurance recognizes that the costs of a control should not exceed the benefits likely to be achieved. The valuation of the costs and benefits requires estimates and judgments by management.

As a recipient of Federal, State and County financial resources, the City is also responsible for ensuring that an adequate internal control structure is in place to ensure compliance with applicable laws and regulations related to those programs. The internal control structure is subject to annual evaluation by its independent auditors and periodic evaluation by management of the City.

Budgetary Controls

In addition to internal controls, the City maintains budgetary controls. The objective of these budgetary controls is to ensure compliance with legal provisions embodied in the annual appropriated budget approved

by the City Council. Activities of the General Fund, Special Revenue Funds, Proprietary Funds (including Internal Service and Enterprise Funds) and Fiduciary Funds are included in the annual appropriated budget.

The budget is arranged by department, function and fund and presented to the City Council by the City Manager and Administrative Services Director. The budget is then adopted annually by the City Council prior to the beginning of the fiscal year and serves as the foundation for the City's financial planning and control. The budget is reviewed at mid-year and necessary adjustments are made to ensure that expenditures are not outpacing anticipated revenues.

The City maintains an encumbrance accounting system as an additional technique of accomplishing budgetary control. As demonstrated by the statements and schedules included in the financial section of this report, the City has enhanced its responsibility for sound financial management. The legal level of control of which expenditures cannot exceed appropriations is at the functional level. The City Council is informed of expenditures over appropriations and such amounts are informally approved as a part of the bi-monthly review of the demand warrants.

Annual Audit

Gruber & Lopez, Inc., was selected by the City to audit the City's financial statements. The goal of the independent audit was to provide reasonable assurance that the financial statements of the City for the fiscal year ending June 30, 2022, are free of material misstatement. As part of the City's annual audit, reviews are made to determine the adequacy of the internal control structure as well as to determine that the City has complied with applicable laws and regulations. The independent auditor concluded there was a basis for rendering an unmodified opinion and the City's financial statements are fairly presented in conformity with Generally Accepted Accounting Principles and GASB 34 requirements. The independent auditor's report is presented as the first component of the financial section of this report

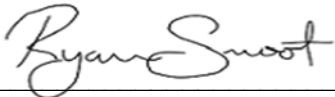
AWARDS AND ACKNOWLEDGEMENTS

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City of Lomita for its ACFR for the fiscal year ended June 30, 2021. This was the eighteenth consecutive year that the City has achieved this prestigious award. In order to be awarded a Certificate of Achievement, the City had to publish an easily readable and efficiently organized ACFR that satisfied both generally accepted accounting principles and applicable program requirements.

A Certificate of Achievement for Excellence in Financial Reporting is valid for a period of one year only. However, we believe that our current ACFR continues to meet the Certificate of Achievement for Excellence in Financial Reporting Program's requirements, and we are submitting it to the GFOA to determine its eligibility for another certificate.

The preparation and publication of this report would not have been possible without the collaborative assistance of the Department Heads and staff in all City departments. First and foremost, we want to recognize the dedicated employees of the Administrative Services Department. Their professional expertise and unwavering commitment to excellence is constantly manifested in the quality of the City's financial records and reporting. Appreciation is also expressed to the audit staff of Gruber & Lopez, Inc., for their advice and assistance in the preparation of this report. Finally, we would like to thank the Mayor and members of the City Council for their support in planning and conducting the financial operations of the City in a responsible and progressive manner.

Respectfully submitted,



Ryan Smoot
City Manager



Susan Kamada
Administrative Services Director

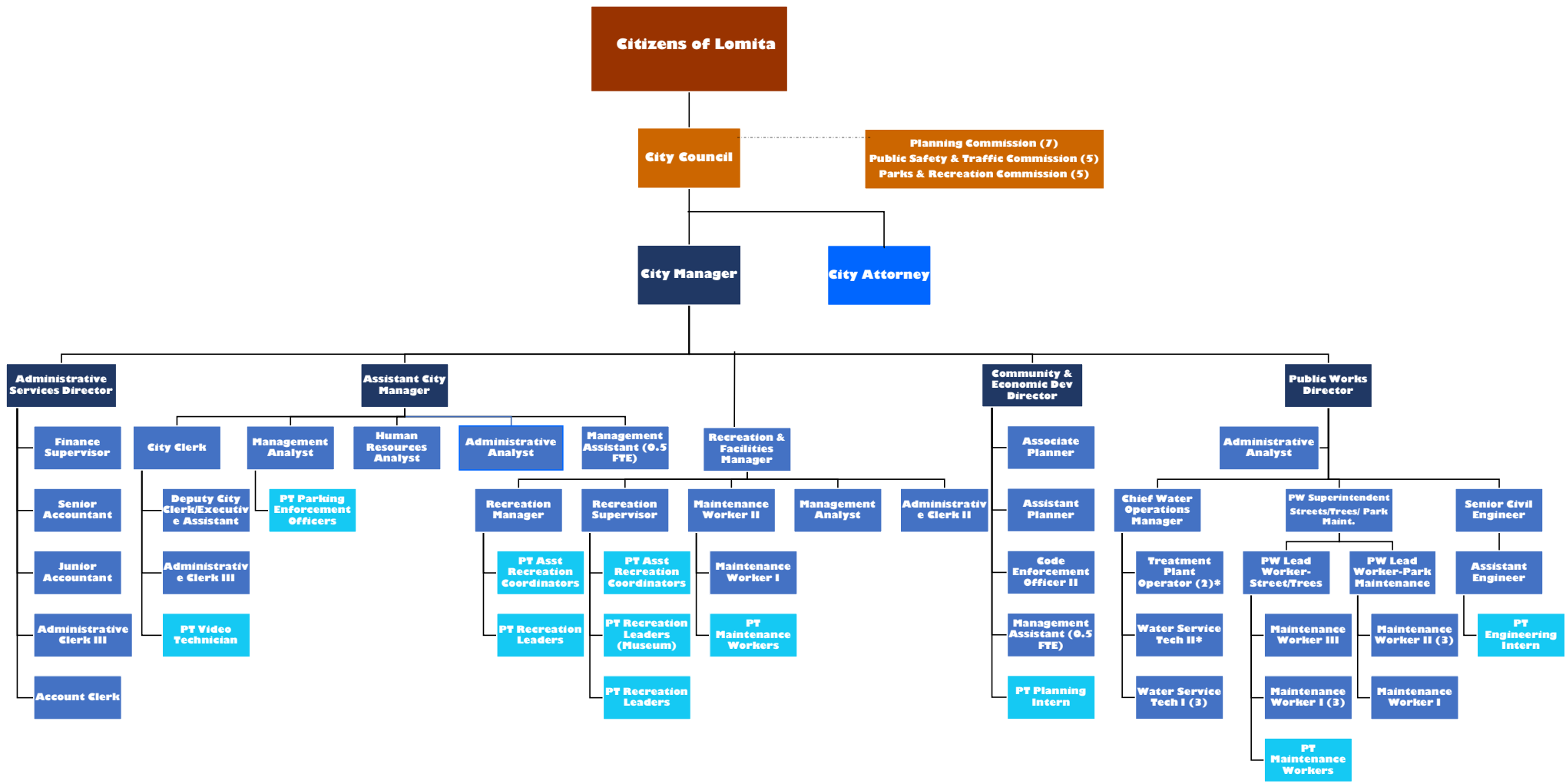
**CITY OF LOMITA
LIST OF CITY OFFICIALS**

ELECTED OFFICIALS

Mayor	Cindy Segawa
Mayor Pro Tem	Barry Waite
Council Member	James Gazeley
Council Member	William Uphoff
Council Member	Mark A. Waronek

CITY STAFF

City Manager	Ryan Smoot
Assistant City Manager	Gary Sugano
City Attorney	Trevor Rusin, Best, Best & Krieger
Administrative Services Director	Susan Kamada
Public Works Director	Carla Dillon



CM and Directors (5)
Full-Time Employees (43)
Part-Time Employees

New Positions
Associate Planner
Management Assistant (CM/Com Dev)
Maintenance Worker I (PW-Streets/Trees)

Reclassification Position
Code Enforcement Officer II (from Neighborhood Preservation Officer)

*One Treatment Operator is being underfilled at the Water Service Tech II.



Government Finance Officers Association

Certificate of
Achievement
for Excellence
in Financial
Reporting

Presented to

**City of Lomita
California**

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

June 30, 2021

Christopher P. Morill

Executive Director/CEO

Honorable Mayor and City Council
City of Lomita, California

Independent Auditors' Report

Opinions

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the City of Lomita, California, as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the City of Lomita, California's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activity, each major fund, and the aggregate remaining fund information of the City of Lomita, California, as of June 30, 2022, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As described in Note 1 to the basic financial statements, the City adopted the provisions of Governmental Accounting Standards Board Statement No. 87, Leases. Our opinion is not modified with respect to this matter.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City of Lomita, California, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City of Lomita, California's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City of Lomita, California's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City of Lomita, California's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, the schedules of proportionate share of the net pension liability and the schedules of contributions for the CalPERS miscellaneous pension plan, the schedule of changes in the net other postemployment benefit (OPEB) liability (asset) and related ratios, and the budgetary comparison schedules for the General Fund and Major Special Revenue Fund, identified as Required Supplementary Information (RSI) in the accompanying table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the RSI in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the RSI because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City of Lomita's basic financial statements. The combining and individual fund financial statements and schedules, and financial data schedules, as listed in the table of contents, are presented for purposes of additional analysis and are not a required part of the basic financial statements.

Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual nonmajor fund financial statements and schedules, and financial data schedules, are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditor’s report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated December 16, 2022, on our consideration of the City of Lomita’s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City of Lomita’s internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City of Lomita’s internal control over financial reporting and compliance.

Gruber and Lopez, Inc.

Gruber and Lopez, Inc.

Newport Beach, California
December 16, 2022

CITY OF LOMITA
Management's Discussion and Analysis

The following discussion and analysis of the City of Lomita's financial statements provides an overview of the financial activities for the fiscal year ended June 30, 2022. This document should be read in conjunction with the accompanying transmittal letter which can be found on pages i-v of this report; and the basic financial statements.

FINANCIAL HIGHLIGHTS

- The City's assets and deferred outflows of resources exceeded its liabilities and deferred inflows of resources at the close of the 2021-2022 fiscal year by \$51,741,923 (total net position). Of this amount, \$1,120,076 (unrestricted net position) may be used to meet the government's ongoing obligations to citizens and creditors.
- The City's total net position increased \$5,857,331. Net position of governmental activities increased \$4,142,340 and net position of business-type activities increased \$1,714,991.
- As of the close of the 2021-2022 fiscal year, the City's governmental funds reported combined fund balances of \$17,218,657, an increase of \$2,684,794 in comparison to the prior year. General Fund increased by \$1,040,718 and American Rescue Plan Fund increased by \$969,836.
- At the end of the 2021-2022 fiscal year, fund balance (the total of the committed, assigned, and unassigned components of fund balance) for the General Fund was \$8,554,232 or approximately 78% of total General Fund expenditures.

USING THE ANNUAL REPORT

The annual comprehensive financial reports are comprised of three components: 1) government-wide financial statements provide information about the activities of the City as a whole, except for its fiduciary activities, 2) fund financial statements illustrate how City services were financed, as well as, what remains for future spending; these statements also report the City's operations in more detail than the government-wide statements by providing information about the City's most significant funds, and 3) notes to the financial statements. This report also contains other supplementary information.

GOVERNMENT-WIDE FINANCIAL STATEMENTS

The Statement of Net Position and the Statement of Activities report information about the City as a whole. These statements include all assets and liabilities using the accrual basis of accounting, which is similar to the accounting method used by most private sector companies. All of the current fiscal year's revenues and expenses are considered regardless of when cash is received or paid.

These two statements report the City's net position and changes in the net position. Net position, the difference between assets and liabilities, may serve over time as a useful indicator of a government's financial position. The City's change in net position increased during Fiscal Year 2021-2022 despite ongoing fiscal challenges. Consideration should also be given to other non-financial factors, such as the condition of the City's infrastructure, to assess the overall health of the City.

CITY OF LOMITA
Management's Discussion and Analysis (Continued)

The City's basic services fall into two categories: governmental and business-type activities. Governmental activities are activities generally financed through taxes, intergovernmental revenues, and other non-exchange revenues. Business-type activities are financed in whole or in part by fees charged to external parties for goods or services provided by the City. These activities are usually reported in enterprise funds. The City's only business-type activity is its Water utility.

The Statement of Net position and the Statement of Activities present information about governmental and business-type activities, including General Government, Public Safety, Public Works, Community Development, Cultural and Recreation and the Water Enterprise. General revenues such as Property Taxes, Sales Taxes, Motor Vehicle-in-Lieu Fees, Refuse Taxes, Business License Taxes, Franchise Taxes, and Transient Occupancy Taxes financed approximately 68% of all governmental activities for the fiscal year.

The government-wide financial statements can be found on pages 13-15 of this report.

FUND FINANCIAL STATEMENTS

The Fund Financial Statements provide specific detailed information about the most significant funds. Included are the General Fund, Measure R Highway Special Revenue Fund, and Water Enterprise Fund. Smaller specific funds are reported collectively as Other Governmental Funds. Some funds are required to be established by State law; however, the City establishes many other funds to help control and manage costs for specific purposes or to demonstrate compliance with legal requirements for using certain taxes, grants, and other monies. The City currently has three types of funds – governmental, proprietary, and fiduciary funds.

Governmental Funds Most of the City's basic services are reported under governmental funds. These financial statements focus on how money flows into and out of governmental funds and the balances left at fiscal year-end that are available for future appropriation. These funds are reported using the modified accrual accounting method. Under this method, revenues are recognized in the accounting period in which they become measurable and available to finance expenses of the current fiscal period while expenses are recognized in the accounting period in which the liability is incurred. There are five different types of governmental funds: the general fund, special revenue funds, debt service funds, capital projects funds, and permanent funds.

The Governmental Fund statements provide a detailed view of the City's general government operations and the basic services it provides. Governmental fund information helps the reader determine whether there are more or less financial resources that can be spent in the near future to finance the City's programs. The relationship (or difference) between governmental activities (reported in the Statement of Net position and Statement of Activities) and Governmental Funds are described in the reconciliation at the bottom of the fund financial statements.

The basic governmental fund financial statements can be found on pages 16-19 of this report.

Proprietary Funds This category includes enterprise and internal service funds. The City's water operations are reflected in the Water Enterprise Fund. The cost of allocating vehicle and equipment purchases to all applicable departments citywide is represented in the Equipment Replacement and Park Equipment Replacement Fund.

CITY OF LOMITA
Management's Discussion and Analysis (Continued)

The basic proprietary fund financial statements can be found on pages 20-22.

Fiduciary Funds This fund type reflects monies held on behalf of outside entities such as the Railroad Museum Foundation, and Tom Rico Memorial Fund. These funds do not belong to the City and are not used for city government activities. Fiduciary activities are reported in separate fiduciary fund financial statements. We exclude these activities from the City's other financial statements because the City cannot use these assets to finance its operations. The City is responsible for ensuring that the assets reported in these funds are used exclusively for their intended purpose.

The basic fiduciary fund financial statements can be found on pages 23-24.

Notes to the financial statements. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 25-59.

Other information. In addition to the basic financial statements and accompanying notes, this report also presents required supplementary information. This required supplementary information can be found on pages 60-67 of this report.

The combining statements in connection with nonmajor governmental funds are presented on pages 68-75. Individual fund schedules can be found on pages 76-94.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

The analysis focuses on the net position and changes in net position of the City's governmental and business-type activities. At fiscal year-end, the City is able to report positive balances in all three categories of net position.

CITY OF LOMITA NET POSITION

	Governmental Activities		Business-type Activities		TOTAL	
	2022	2021	2022	2021	2022	2021
Current and other assets	\$ 23,228,234	\$ 18,088,620	\$ 6,450,733	\$ 7,037,065	\$ 29,678,967	\$ 25,125,685
Capital assets	22,198,828	20,121,459	26,699,780	24,195,296	48,898,608	44,316,755
Total Assets:	45,427,062	38,210,079	33,150,513	31,232,361	78,577,575	69,442,440
Deferred Outflow of Resources	1,605,410	1,848,723	429,991	431,896	2,035,401	2,280,619
Current liabilities	3,341,504	1,668,493	1,287,683	1,223,283	4,629,187	2,891,776
Non-current liabilities	9,123,682	13,532,134	7,286,618	8,427,421	16,410,300	21,959,555
Total Liabilities:	12,465,186	15,200,627	8,574,301	9,650,704	21,039,487	24,851,331
Deferred Inflows of Resources	6,343,530	776,759	1,488,036	210,377	7,831,566	987,136
Net Investment in Capital						
Assets	22,183,927	20,121,459	20,844,231	18,200,296	43,028,158	38,321,755
Restricted	7,593,689	7,018,655	-	-	7,593,689	7,018,655
Unrestricted	(1,553,860)	(3,058,698)	2,673,936	3,602,880	1,120,076	544,182
Total Net Position, as restated:	\$28,223,756	\$24,081,416	\$23,518,167	\$21,803,176	\$51,741,923	\$45,884,592

CITY OF LOMITA
Management's Discussion and Analysis (Continued)

Net Position

The City's assets and deferred outflows of resources exceeded its liabilities and deferred inflows of resources by \$51,741,923 (net position).

- \$43,028,158 (83%) of net position reflects investment in capital assets (e.g., land, buildings, machinery, equipment, vehicles, and infrastructure), net of related debt. The City uses these capital assets to provide a variety of services to its citizens. Accordingly, these assets are not available for future spending. Although the City's investment in capital assets is reported net of related debt, it should be noted that the resources used to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.
- \$7,593,689 (15%) of net position is subject to external restrictions on how they may be used.
- \$1,120,076 (2%) of unrestricted net position may be used to meet the ongoing obligations to citizens and creditors which include the net OPEB and Pension obligations.

The City's overall net position increased \$5,857,331 from the prior year. The reasons for this overall increase are discussed in the below sections for governmental activities and business-type activities:

Governmental Activities. The net position for governmental activities increased \$4,142,340 during the 2021-2022 fiscal year for an ending balance of \$28,223,756. General revenues for the governmental activities increased from the prior year by \$1,980,025 or approximately 11%. The overall increase is primarily due to the approval of Measure L, vehicle license fees, and American Rescue Plan Act (ARPA).

Expenses increased by \$1,430,826 from the prior year or approximately 11% primarily due to increased spending in contractual services, information technology and services to residents; these expenses are driven and effected largely by the impacts of the pandemic. As the City emerges from the pandemic, many of its previous services have resumed such as recreational classes and events.

Additional information can be found in the statement of activities (Primary Government, pages 14-15).

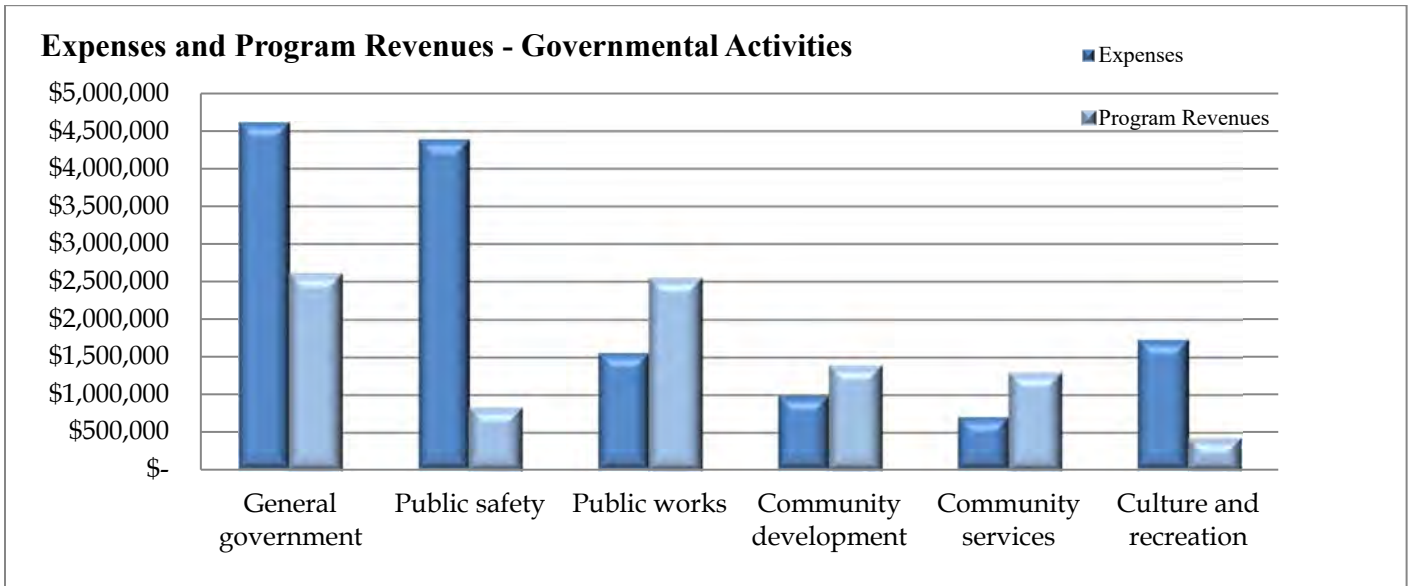
CITY OF LOMITA
Management's Discussion and Analysis (Continued)

CITY OF LOMITA'S CHANGES IN NET POSITION

	Governmental Activities		Business -type Activities		TOTAL	
	2022	2021	2022	2021	2022	2021
Revenues:						
<i>Program Revenues:</i>						
Charges for services	\$ 3,032,299	\$ 3,589,162	\$ 6,344,367	\$ 6,433,700	\$ 9,376,666	\$ 10,022,862
Operating grants and contributions	5,347,576	3,100,247	-	-	5,347,576	3,100,247
Capital grants and contributions	621,557	526,724	-	-	621,557	526,724
<i>General Revenues:</i>						
Property taxes	1,990,207	1,893,942	-	-	1,990,207	1,893,942
Sales and other taxes	6,648,700	4,422,632	-	-	6,648,700	4,422,632
Investment income and miscellaneous	1,748,806	2,606,901	1,112,511	1,780,044	2,861,317	4,386,945
Total Revenues:	19,389,145	16,139,608	7,456,878	8,213,744	26,846,023	24,353,352
Expenses:						
General government	4,615,742	3,516,508	-	-	4,615,742	3,516,508
Public safety	4,385,150	4,122,368	-	-	4,385,150	4,122,368
Public works	1,557,665	2,345,393	-	-	1,557,665	2,345,393
Community development	985,098	720,677	-	-	985,098	720,677
Community services	701,673	713,824	-	-	701,673	713,824
Cultural and recreation	1,731,965	1,127,697	-	-	1,731,965	1,127,697
Water Enterprise operations	-	-	7,011,399	6,746,049	7,011,399	6,746,049
Total Expenses:	13,977,293	12,546,467	7,011,399	6,746,049	20,988,692	19,292,516
Increase (decrease) in Net Position before other revenues and transfers	5,411,852	3,593,141	445,479	1,467,695	5,857,331	5,060,836
Transfers	(1,269,512)		1,269,512			
Net position - beginning of year	24,081,416	20,488,275	21,803,176	20,335,481	45,884,592	40,823,756
Net position - end of year	\$ 28,223,756	\$ 24,081,416	\$ 23,518,167	\$ 21,803,176	\$ 51,741,923	\$ 45,884,592

Business-type Activities. The net position increased \$1,714,991 during the 2021-2022 fiscal year for an ending balance of \$23,518,167. The Water Enterprise business charges for water services to offset its operation expenses. Total revenues increased \$512,646 or approximately 6% from the prior year. In comparison to the prior fiscal year, the charges for services decreased by \$89,333 or 1% due, in part, to an increase in water usage. Related business-type activity expenses increased during the fiscal year by \$265,350 or 4% compared to the previous fiscal year due to increased salaries and benefits.

CITY OF LOMITA
Management’s Discussion and Analysis (Continued)



FINANCIAL ANALYSIS OF GOVERNMENTAL FUNDS

Governmental Funds. On June 30, 2022, the City’s governmental funds reported combined fund balances of \$17,218,657, an increase of \$2,684,794 in comparison with the prior year. \$1,962,407 or approximately 11% of this amount constitutes an unassigned fund balance, which is available for spending at the government’s discretion. The remainder of the fund balance is either non-spendable, restricted, committed, or assigned to indicate that it is: (1) not in spendable form \$32,447; (2) restricted for particular purposes \$3,409,072; (3) committed for particular purposes \$2,927,268; or (4) assigned for particular purposes \$8,887,463.

The general fund is the chief operating fund of the City. At the end of the 2021-2022 fiscal year, the unassigned fund balance of the general fund was \$1,105,086, while the total fund balance increased by \$1,040,718 to \$8,554,232; the overall increase is primarily due to the approval of Measure L, vehicle license fees, and American Rescue Plan Act (ARPA). As a measure of the general fund’s liquidity, it may be useful to compare both the unassigned fund balance and the total fund balance to total general fund expenditures. Unassigned fund balance represents approximately 13% of total general fund balance, while total fund balance represents approximately 78% of that total general fund expenditures.

The American Rescue Plan Act Special Revenue Fund, a major fund, reported a fund balance of \$969,836. Transfers of \$191,140 and \$1,269,260 from the American Rescue Plan Act Fund were to reimburse the General Fund and Water Enterprise Funds for emergency activities, respectively. The transfers were made to fund various capital related projects in the City.

Proprietary Funds. The City’s proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail.

Unrestricted net position of the Water Enterprise at the end of the fiscal year was \$2,673,936. The total increase in net position was \$1,714,991; this increase is primarily due to a transfer of \$1,269,260 and \$1,500,000 from the American Rescue Plan Act and Water Operations funds, respectively.

CITY OF LOMITA
Management's Discussion and Analysis (Continued)

GENERAL FUND BUDGETARY HIGHLIGHTS

The revised budget estimated a decrease in General Fund net change in fund balance of \$(1,216,379); however, the actual change in fund balance was an increase of \$831,426 to arrive at a total ending General Fund Balance of \$7,513,514. The overall difference in the original and final amended budgeted expenditures for the General Fund was a decrease of \$(16,833) or 0.04%. The final amended budgeted revenues increased from the original budgeted revenues by \$1,728,721 or 16%.

Revenues: In the General Fund, actual revenues were more than the amount budgeted by \$1,020,019 or 8%. Tax and assessment revenues had a significant increase over budget by \$1,417,713 or 20%, the overall increase is primarily due to the continued effect of the approval of Measure L and building & safety fees.

Expenditures: In the General Fund, actual expenditures were less than budgeted by \$(728,788) or 6%. Actual revenues over actual departmental expenditures for the General Fund were \$2,232,808, not including transfers out.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

The assets include a broad range of capital resources including land, buildings, equipment, furniture, vehicles, etc. Also included are public domain (infrastructure) capital assets consisting of certain improvements such as roads, streets, sidewalks, buildings, storm drains and the water main system. At the end of fiscal year 2021-2022, the City's net capital assets total \$48,898,608 in a broad range of resources as listed below:

CITY OF LOMITA'S CAPITAL ASSETS
(Net of depreciation)

	Governmental Activities		Business-Type Activities		Total	
	2022	2021	2022	2021	2022	2021
Non-depreciable assets:						
Land	\$ 4,993,906	\$ 4,993,906	\$ 70,675	\$ 70,675	\$ 5,064,581	\$ 5,064,581
Street trees	1,650,378	1,650,378	-	-	1,650,378	1,650,378
Construction in progress	2,598,005	366,923	3,548,783	361,006	6,146,788	727,929
Total non-depreciable assets	9,242,289	7,011,207	3,619,458	431,681	12,861,747	7,442,888
Capital assets, being depreciated:						
Buildings/structures and improvements	1,074,995	1,165,473	-	-	1,074,995	1,165,473
Equipment and furniture	310,075	346,785	85,456	88,927	395,531	435,712
Right-to-Use - Lease Equipment	15,294	-	-	-	15,294	-
Vehicles	114,392	87,885	54,418	62,418	168,810	150,303
Infrastructure	11,441,783	11,510,109	22,940,448	23,612,270	34,382,231	35,122,379
Total depreciable assets (net)	12,956,539	13,110,252	23,080,322	23,763,615	36,036,861	36,873,867
Total capital assets	\$ 22,198,828	\$ 20,121,459	\$ 26,699,780	\$ 24,195,296	\$ 48,898,608	\$ 44,316,755

CITY OF LOMITA
Management’s Discussion and Analysis (Continued)

Major capital asset events, during the 2021-2022 fiscal year, included the following:

- Completed construction of the Hathaway Park Restroom Upgrade (Sewer Connection) project.
- Completed the design and began reconstruction of streets in city zones C and F.
- Continued construction on the Cypress Water Production Facility (CWPF). Upgrade project for a Granular Activated Carbon filtration unit at the CWPF.
- Began the design of the 247th Area Water Main Replacement Project.
- Completed a feasibility study for the Downtown Lomita Multi-benefit Stormwater Project.
- Bid, awarded, and began construction on the audio and visual upgrades in the City Council Chambers.

Additional information on City’s capital assets can be found in Note 5 on pages 43-44 of this report.

Long-term Debt

The City currently has several long-term obligations. The City issued a bond for the first time in its history in fiscal year 2008-09 for the construction of the new Cypress Street Reservoir, and other potential capital improvements to the City’s aged water system. During fiscal year 2021-2022, the City refinanced the water revenue bonds to take advantage of lower interest rates. Other long-term liabilities include net pension liability, compensated absences, and other post-employment benefits (OPEB).

CITY OF LOMITA'S OUTSTANDING DEBT

	Governmental Activities		Business-type Activities		Total	
	2022	2021	2022	2021	2022	2021
Net pension liability	\$ 3,911,512	\$ 6,117,976	\$ 1,541,551	\$ 2,486,386	\$ 5,453,063	\$ 8,604,362
OPEB	4,773,098	7,024,932	-	-	4,773,098	7,024,932
Lease payable	14,901	-	-	-	14,901	-
Compensated absences	534,803	486,537	281,738	270,044	816,541	756,581
COP Bonds payable, net of premium	-	-	5,855,549	5,995,000	5,855,549	5,995,000
	\$ 9,234,314	\$ 13,629,445	\$ 7,678,838	\$ 8,751,430	\$ 16,913,152	\$ 22,380,875

State statutes limit the amount of general obligation debt a governmental entity may issue to 3.75 percent of the average full valuation. The current debt limitation for the City is \$103,644,485, which is significantly in excess of the City’s outstanding general obligation debt of \$5,744,000.

Additional information can be found in the notes section of this report (Note 6- Long-Term Debt. pages 45-46).

CITY OF LOMITA
Management's Discussion and Analysis (Continued)

ECONOMIC FACTORS AND NEXT YEAR'S BUDGET AND RATES

The following economic factors currently affect the City and were considered when developing the 2022-2024 fiscal year budget:

- The City has adopted a new five-year Capital Improvement Plan and Water Master Plan.
- The City Has adopted updated water rate structures for the next five years.
- The City has completed and received certification from the State of California for its Housing Element of its General Plan.
- The City's current unemployment rate of 2.3 percent is 2.3 percent lower than the State's unemployment rate of 4.6 percent. It is a 3.3 percent decrease from prior fiscal year.
- The City Council adopted their first biennial budget for fiscal year 2022-2024 Annual Operating & Capital Improvement Budget in June 2022.

REQUESTS FOR INFORMATION

This financial report is designed to provide a general overview of the City's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Administrative Services Department, 24300 Narbonne Avenue, Lomita, California 90717, or call (310) 325-7110.

BASIC FINANCIAL STATEMENTS

GOVERNMENT WIDE FINANCIAL STATEMENTS

CITY OF LOMITA
Statement of Net Position
June 30, 2022

	Primary Government		
	Governmental Activities	Business-Type Activities	Total
ASSETS			
Current assets:			
Cash and investments (note 2)	\$ 20,796,047	4,743,230	25,539,277
Receivable:			
Accounts	457,855	1,675,953	2,133,808
Taxes	67	11,887	11,954
Interest	23,067	-	23,067
Leases (note 7)	216,240	-	216,240
Due from other governmental entities	1,702,511	-	1,702,511
Inventories	28,777	19,663	48,440
Prepaid items	3,670	-	3,670
Total current assets	<u>23,228,234</u>	<u>6,450,733</u>	<u>29,678,967</u>
Noncurrent assets:			
Capital assets (note 5):			
Non-depreciable	9,242,289	3,619,458	12,861,747
Depreciable, net	<u>12,956,539</u>	<u>23,080,322</u>	<u>36,036,861</u>
Total capital assets	<u>22,198,828</u>	<u>26,699,780</u>	<u>48,898,608</u>
Total noncurrent assets	<u>22,198,828</u>	<u>26,699,780</u>	<u>48,898,608</u>
Total assets	<u>45,427,062</u>	<u>33,150,513</u>	<u>78,577,575</u>
DEFERRED OUTFLOWS OF RESOURCES			
Pensions (note 8)	1,091,055	429,991	1,521,046
OPEB (note 9)	<u>514,355</u>	<u>-</u>	<u>514,355</u>
Total deferred outflows of resources	<u>1,605,410</u>	<u>429,991</u>	<u>2,035,401</u>
LIABILITIES			
Current liabilities:			
Accounts payable	2,883,064	820,828	3,703,892
Accrued salaries and benefits	115,604	62,051	177,655
Interest payable	-	11,584	11,584
Deposits payable	232,204	1,000	233,204
Long-term - due within one year (note 6)	<u>110,632</u>	<u>392,220</u>	<u>502,852</u>
Total current liabilities	<u>3,341,504</u>	<u>1,287,683</u>	<u>4,629,187</u>
Noncurrent liabilities:			
Pension Liability (note 8)	3,911,512	1,541,551	5,453,063
OPEB (note 9)	4,773,098	-	4,773,098
Long-term - due in more than one year (note 6)	<u>439,072</u>	<u>5,745,067</u>	<u>6,184,139</u>
Total noncurrent liabilities	<u>9,123,682</u>	<u>7,286,618</u>	<u>16,410,300</u>
Total liabilities	<u>12,465,186</u>	<u>8,574,301</u>	<u>21,039,487</u>
DEFERRED INFLOWS OF RESOURCES			
Pensions (note 8)	3,775,722	1,488,036	5,263,758
OPEB (note 9)	2,353,090	-	2,353,090
Lease related items (note 7)	<u>214,718</u>	<u>-</u>	<u>214,718</u>
Total deferred inflows of resources	<u>6,343,530</u>	<u>1,488,036</u>	<u>7,831,566</u>
NET POSITION			
Net investment in capital assets	22,183,927	20,844,231	43,028,158
Restricted for:			
Community development and services	1,922,725	-	1,922,725
Public safety	6,221	-	6,221
Public works	5,132,752	-	5,132,752
Cultural and recreation	<u>531,991</u>	<u>-</u>	<u>531,991</u>
Total restricted	<u>7,593,689</u>	<u>-</u>	<u>7,593,689</u>
Unrestricted	<u>(1,553,860)</u>	<u>2,673,936</u>	<u>1,120,076</u>
Total net position	<u>\$ 28,223,756</u>	<u>23,518,167</u>	<u>51,741,923</u>

See accompanying notes to the basic financial statements.

CITY OF LOMITA
Statement of Activities
For the Year Ended June 30, 2022

Functions/Programs	Expenses	Program Revenues			Total Program Revenue
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	
Primary Government:					
Governmental activities:					
General government	\$ 4,615,742	160,000	2,430,488	-	2,590,488
Public safety	4,385,150	600,451	216,629	-	817,080
Public works	1,557,665	201,162	1,879,356	447,755	2,528,273
Community development	985,098	1,375,786	-	-	1,375,786
Community services	701,673	313,479	791,103	173,802	1,278,384
Cultural and recreation	1,731,965	381,421	30,000	-	411,421
Total governmental activities	13,977,293	3,032,299	5,347,576	621,557	9,001,432
Business-type activities:					
Water	7,011,399	6,344,367	-	-	6,344,367
Total business-type activities	7,011,399	6,344,367	-	-	6,344,367
Total primary government	\$ 20,988,692	9,376,666	5,347,576	621,557	15,345,799

General revenues:

Taxes:

- Property taxes, net
- Sales taxes
- Business license tax
- Franchise taxes
- Refuse taxes
- Transient occupancy taxes
- Other taxes

Total taxes

Motor vehicle in-lieu, unrestricted

Investment income

Other revenues

Transfers

Total general revenues and transfers

Change in net position

Net position - beginning of year

Net position - end of year

See accompanying notes to the basic financial statements.

Net (Expense) Revenue and Changes in Net Position

Primary Government

<u>Governmental Activities</u>	<u>Business-Type Activities</u>	<u>Total</u>
(2,025,254)	-	(2,025,254)
(3,568,070)	-	(3,568,070)
970,608	-	970,608
390,688	-	390,688
576,711	-	576,711
<u>(1,320,544)</u>	<u>-</u>	<u>(1,320,544)</u>
<u>(4,975,861)</u>	<u>-</u>	<u>(4,975,861)</u>
<u>-</u>	<u>(667,032)</u>	<u>(667,032)</u>
<u>-</u>	<u>(667,032)</u>	<u>(667,032)</u>
<u>(4,975,861)</u>	<u>(667,032)</u>	<u>(5,642,893)</u>
1,990,207	-	1,990,207
5,040,048	-	5,040,048
688,309	-	688,309
384,293	-	384,293
327,045	-	327,045
133,484	-	133,484
75,521	-	75,521
8,638,907	-	8,638,907
2,633,390	-	2,633,390
(915,599)	10,472	(905,127)
31,015	1,102,039	1,133,054
<u>(1,269,512)</u>	<u>1,269,512</u>	<u>-</u>
<u>9,118,201</u>	<u>2,382,023</u>	<u>11,500,224</u>
4,142,340	1,714,991	5,857,331
<u>24,081,416</u>	<u>21,803,176</u>	<u>45,884,592</u>
<u>\$ 28,223,756</u>	<u>23,518,167</u>	<u>51,741,923</u>

FUND FINANCIAL STATEMENTS

Governmental Fund Financial Statements

Proprietary Fund Financial Statements

Fiduciary Fund Financial Statements

GOVERNMENTAL FUND FINANCIAL STATEMENTS

General Fund - This is the primary operating fund of the City. It accounts for all activities of the general government, except those required to be accounted for in another fund.

American Rescue Plan Act – Used to account for the City’s use of emergency and rescue plan activities using ARPA COVID-19 funds received from the Department of Treasury.

CITY OF LOMITA

Balance Sheet

Governmental Funds

June 30, 2022

	General Fund	American Rescue Plan Act	Non-major Governmental Funds	Total Governmental Funds
ASSETS				
Cash and investments (note 2)	\$ 8,002,356	969,836	9,451,427	18,423,619
Receivables:				
Accounts	452,035	-	5,820	457,855
Taxes	-	-	67	67
Interest	23,067	-	-	23,067
Lease (note 7)	216,240	-	-	216,240
Due from other governments	1,371,827	-	330,684	1,702,511
Due from other funds (note 3)	141,740	-	-	141,740
Inventory	28,777	-	-	28,777
Prepaid items	-	-	3,670	3,670
	Total assets	969,836	9,791,668	20,997,546
LIABILITIES				
Accounts payable	\$ 1,154,031	-	1,729,033	2,883,064
Accrued liabilities	106,676	-	8,928	115,604
Deposits payable	206,385	-	25,819	232,204
Due to other funds (note 3)	-	-	141,740	141,740
	Total liabilities	-	1,905,520	3,372,612
DEFERRED IN FLOWS OF RESOURCES				
Lease related items (note 7)	214,718	-	-	214,718
Unavailable revenue	-	-	191,559	191,559
	Total deferred in flows of resources	-	191,559	406,277
FUND BALANCES				
Nonspendable	28,777	-	3,670	32,447
Restricted	-	-	3,409,072	3,409,072
Committed	85,744	-	2,841,524	2,927,268
Assigned	7,334,625	-	1,552,838	8,887,463
Unassigned	1,105,086	969,836	(112,515)	1,962,407
	Total fund balances	969,836	7,694,589	17,218,657
Total liabilities, deferred inflows and fund balances	\$ 10,236,042	969,836	9,791,668	20,997,546

See accompanying notes to the basic financial statements.

December 20, 2022, Reg CC Mtg., Page # 379

CITY OF LOMITA
Reconciliation of the Governmental Funds Balance Sheet
to the Government-Wide Statement of Net Position
June 30, 2022

Fund balances of governmental funds	\$ 17,218,657
Amounts reported for governmental activities in the statement of net position are different because:	
<p>Capital assets used in governmental activities were not current financial resources. Therefore, they were not reported in the governmental funds balance sheet. Excluding the internal service funds capital assets which are reported below, capital assets were adjusted as follows:</p>	
- Capital assets	39,604,115
- Accumulated depreciation	(17,520,685)
Certain revenues were not available to pay for current-period expenditures and, therefore, were deferred in funds.	191,559
Internal service funds were used by management to charge the costs of certain activities, such as insurance and fleet management, to individual funds. The assets and liabilities of the internal service funds were included in governmental activities in the government-wide statement of net position.	2,487,826
Deferred outflows related to contributions made after the actuarial measurement date for the net pension liability.	1,091,055
Deferred inflows related to unrecognized actuarial gains and losses for the net pension liability.	(3,775,722)
Proportionate share of net pension liability has not been included in governmental fund activity.	(3,911,512)
Long-term liabilities (including compensated absences, lease payable, and OPEB liability) were not due and payable in the current period. Therefore, they were not reported in the governmental funds balance sheet. This amount excludes long-term liabilities reported in Internal Service funds.	<u>(7,161,537)</u>
Net position of governmental activities	<u>\$ 28,223,756</u>

See accompanying notes to the basic financial statements.

CITY OF LOMITA

Statement of Revenues, Expenditures, and Changes in Fund Balances

Governmental Funds

For the Year Ended June 30, 2022

	General Fund	American Rescue Plan Act	Non-major Governmental Funds	Total Governmental Funds
Revenues:				
Taxes and assessments	\$ 8,638,907	-	654,402	9,293,309
Intergovernmental	3,207,498	2,430,488	2,754,815	8,392,801
Licenses and permits	1,291,643	-	23,362	1,315,005
Charges for services	-	-	9,466	9,466
Fines and forfeitures	619,001	-	-	619,001
Investment income	(917,020)	-	17,614	(899,406)
Rental income	233,158	-	304,013	537,171
Other revenue	107,399	-	12,978	120,377
Total revenues	<u>13,180,586</u>	<u>2,430,488</u>	<u>3,776,650</u>	<u>19,387,724</u>
Expenditures:				
Current:				
General government	3,654,560	-	-	3,654,560
Community development	914,687	-	-	914,687
Community services	-	-	686,419	686,419
Public works	446,527	-	924,705	1,371,232
Public safety	4,371,832	-	-	4,371,832
Culture and recreation	1,529,695	-	21,741	1,551,436
Capital outlay	26,654	-	2,258,569	2,285,223
Principal	3,823	-	-	3,823
Total expenditures	<u>10,947,778</u>	<u>-</u>	<u>3,891,434</u>	<u>14,839,212</u>
Excess (deficiency) of revenues over (under) expenditures	<u>2,232,808</u>	<u>2,430,488</u>	<u>(114,784)</u>	<u>4,548,512</u>
Other financing sources (uses):				
Transfers in (note 4)	191,140	-	789,024	980,164
Transfers out (note 4)	(1,401,954)	(1,460,652)	-	(2,862,606)
Proceeds from leases	18,724	-	-	18,724
Total other financing sources (uses)	<u>(1,192,090)</u>	<u>(1,460,652)</u>	<u>789,024</u>	<u>(1,863,718)</u>
Net change in fund balances	1,040,718	969,836	674,240	2,684,794
Fund balances (deficit), beginning of year	<u>7,513,514</u>	<u>-</u>	<u>7,020,349</u>	<u>14,533,863</u>
Fund balances (deficit), end of year	<u>\$ 8,554,232</u>	<u>969,836</u>	<u>7,694,589</u>	<u>17,218,657</u>

See accompanying notes to the basic financial statements.

December 20, 2022, Reg CC Mtg., Page # 381

CITY OF LOMITA
Reconciliation of the Governmental Funds Statement of Revenues, Expenditures, and
Changes in Fund Balance to the Governmental-Wide Statement of Activities
For the Year Ended June 30, 2022

Changes in fund balances of governmental funds \$ 2,684,794

Amounts reported for governmental activities in the statement of activities are different because:

Governmental funds report capital outlay as expenditures. However, in the government-wide statement of activities, the cost of those assets are allocated over their estimated useful lives as depreciation expense. This is the amount by which depreciation expense exceeded capital outlays in the current year, net of disposals and internal service fund activity.

Capital outlay	2,668,887
Depreciation expense	(605,437)

To record as an expense the net change in compensated absences in the statement of activities.	(48,266)
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To record as an expense the net change in lease payable in the statement of activities.	(14,901)
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To record as an expense the net change in other post employment benefits liability in the statement of activities.	(113,798)
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Pension obligation expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in the governmental funds.	(1,023,270)
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Internal service funds were used by management to charge the costs of certain activities, such as insurance and fleet management, to individual funds. The net revenue (expense) of the internal service funds are reported with governmental activities.	594,331
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Change in net position of governmental activities	\$ 4,142,340
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See accompanying notes to financial statements.

PROPRIETARY FUND FINANCIAL STATEMENTS

Water Enterprise Fund - This fund is used to account for operations that are financed and operated in a manner similar to private business enterprises, where the intent of the governing body is that costs of providing water utility services to the general public on a continuing basis be financed or recovered primarily through user charges.

Internal Service Funds - This fund is used to account for the City's cost of maintenance replacing the City's capital assets. City departments are the primary users of these services and are charged a fee on a cost reimbursement basis.

CITY OF LOMITA
Statement of Fund Net Position
Proprietary Funds
June 30, 2022

	Business-Type Activities	Governmental Activities
	Water Enterprise Fund	Internal Service Fund
ASSETS		
Current assets:		
Cash and investments (note 2)	\$ 4,743,230	2,372,428
Receivables:		
Accounts	1,675,953	-
Taxes	11,887	-
Inventories	19,663	-
Total current assets	6,450,733	2,372,428
Noncurrent assets:		
Capital assets (note 5):		
Land	70,675	-
Construction in progress	3,548,783	-
Equipment	290,217	242,259
Vehicles	164,091	-
Infrastructure	32,584,410	-
Less accumulated depreciation	(9,958,396)	(126,861)
Total capital assets, net	26,699,780	115,398
Total noncurrent assets	26,699,780	115,398
Total assets	33,150,513	2,487,826
DEFERRED OUTFLOWS OF RESOURCES		
Pensions (note 8)	429,991	-
Total deferred outflows of resources	429,991	-
LIABILITIES		
Current liabilities:		
Accounts payable	820,828	-
Accrued liabilities	62,051	-
Interest payable	11,584	-
Deposits payable	1,000	-
Bonds payable - due within one year (note 6)	335,872	-
Compensated absences - due within one year (note 6)	56,348	-
Total current liabilities	1,287,683	-
Noncurrent liabilities:		
Bonds payable - due in more than one year (note 6)	5,519,677	-
Pension Liability (note 8)	1,541,551	-
Compensated absences - due in more than one year (note 6)	225,390	-
Total noncurrent liabilities	7,286,618	-
Total liabilities	8,574,301	-
DEFERRED INFLOWS OF RESOURCES		
Pensions (note 8)	1,488,036	-
Total deferred inflows of resources	1,488,036	-
NET POSITION		
Net investment in capital assets	20,844,231	115,398
Unrestricted	2,673,936	2,372,428
Total net position	\$ 23,518,167	2,487,826

CITY OF LOMITA
Statement of Revenues, Expenses, and Changes in Fund Net Position
Proprietary Funds
For the year ended June 30, 2022

	Business-Type Activities	Governmental Activities
	Water Enterprise Fund	Internal Service Fund
Operating revenues:		
Charges for services	\$ 6,344,367	-
Other revenues	1,102,039	-
Total operating revenues	<u>7,446,406</u>	<u>-</u>
Operating expenses:		
Cost of water purchased	3,047,333	-
Salaries, wages and benefits	2,063,438	-
Materials and supplies	122,911	-
Contractual services	304,089	-
Repairs and maintenance	259,135	-
Rents and leases	124,130	-
Depreciation (note 5)	770,128	20,020
Total operating expenses	<u>6,691,164</u>	<u>20,020</u>
Operating income (loss)	<u>755,242</u>	<u>(20,020)</u>
Non-operating revenues (expenses):		
Investment income	10,472	1,421
Interest expense and fees	(116,142)	-
Cost of bond refunding	(204,093)	-
Total non-operating revenues (expenses)	<u>(309,763)</u>	<u>1,421</u>
Income (loss) before transfers	445,479	(18,599)
Transfers in (note 4)	<u>1,269,512</u>	<u>612,930</u>
Change in net position	1,714,991	594,331
Net position, beginning of year	<u>21,803,176</u>	<u>1,893,495</u>
Net position, end of year	<u>\$ 23,518,167</u>	<u>2,487,826</u>

See accompanying notes to the basic financial statements.

CITY OF LOMITA
Statement of Cash Flows
Proprietary Funds
For the year ended June 30, 2022

	Business-Type Activities	Governmental Activities
	Water Enterprise Fund	Internal Service Fund
Cash flows from operating activities:		
Cash received from customers and other governments	\$ 7,459,120	-
Cash paid to suppliers for goods or services	(3,848,912)	-
Cash paid to employees for services	(1,715,577)	-
Net cash provided (used by) operating activities	1,894,631	-
Cash flows from capital and related financing activities:		
Purchase, acquisition and construction of capital assets	(3,274,612)	(33,939)
Principal paid on capital debt	(6,424,544)	-
Proceeds on the issuance of capital debt	6,081,000	-
Interest paid on capital-related debt	(120,794)	-
Net cash provided (used by) capital and related financing activities	(3,738,950)	(33,939)
Cash flows from investing activities:		
Investment income	10,472	1,421
Net cash provided (used by) investing activities	10,472	1,421
Cash flows from non-capital activities - cash received		
(paid) from/to other funds	1,269,512	612,930
Net increase (decrease) in cash and cash equivalents	(564,335)	580,412
Cash and equivalents, beginning of year	5,307,565	1,792,016
Cash and equivalents, end of year	\$ 4,743,230	2,372,428
Reconciliation of operating income to net cash provided by operating activities:		
Operating income (loss)	\$ 755,242	(20,020)
Adjustments to reconcile operating income (loss) to net cash provided (used) by operating activities:		
Depreciation	770,128	20,020
Changes in operating assets and liabilities:		
(Increase) decrease in accounts receivable	(766)	-
(Increase) decrease in taxes receivable	13,480	-
(Increase) decrease in inventories	(9,281)	-
Increase (decrease) in accounts payable	(595)	-
Increase (decrease) in accrued liabilities	1,436	-
Increase (decrease) in compensated absences	11,694	-
Increase (decrease) in net pension liability, net of deferred inflows and outflows	353,293	-
Total adjustments	1,139,389	20,020
Net cash provided (used) by operating activities	\$ 1,894,631	-

See accompanying notes to the basic financial statements.

FIDUCIARY FUND FINANCIAL STATEMENTS

Trust Funds - Trust funds are used to report a trust arrangement. All resources of these funds including any earnings on invested resources, must be used for specific purposes as set forth in the trust agreement. The City's trust funds are for a railroad foundation and donations for a memorial.

CITY OF LOMITA
Statement of Fiduciary Net Position
Private Purpose Trust Funds
June 30, 2022

	<u>Trust Funds</u>
ASSETS	
Cash and investments (note 2)	\$ 25,495
Receivables:	
Accounts	<u>83</u>
Total assets	<u>25,578</u>
LIABILITIES	
Current liabilities:	
Accounts payable	2,910
Accrued liabilities	<u>397</u>
Total Liabilities	<u>3,307</u>
NET POSITION	
Restricted for foundation	20,681
Restricted for memorial	<u>1,590</u>
Total net position	<u><u>\$ 22,271</u></u>

See accompanying notes to the basic financial statements.

CITY OF LOMITA
Statement of Changes in Fiduciary Net Position
Private Purpose Trust Funds
For the year ended June 30, 2022

	<u>Private Purpose Trust Funds</u>
Additions:	
Other income	<u>\$ 12,042</u>
Total additions	<u>12,042</u>
Deductions:	
Miscellaneous	<u>14,010</u>
Total deductions	<u>14,010</u>
Change in net position	(1,968)
Net position, beginning of year	<u>24,239</u>
Net position, end of year	<u><u>\$ 22,271</u></u>

CITY OF LOMITA
NOTES TO BASIC FINANCIAL STATEMENTS

Year ended June 30, 2022

(1) Reporting Entity and Summary of Significant Accounting Policies

(a) Summary of Significant Accounting Policies

The basic financial statements of the City have been prepared in conformity with generally accepted accounting principles as applicable to government units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles.

The Financial Reporting Entity

The City of Lomita was incorporated June 30, 1964, under the general laws of the State of California. The City operates under a Council-Administrator form of government and provides the following services: public safety (police and fire through the County of Los Angeles), community services, engineering services, planning services, public works, general administrative services, and capital improvements.

This report includes governmental activities and business-type activities of the City of Lomita (the “primary government”), as well as, the Lomita Railroad Foundation, Inc. (Foundation), the Lomita Manor Housing Authority (the Authority), and the Lomita Public Financing Authority (PFA). The Foundation, the Authority, and the PFA all meet the definition of a component unit, and are presented on a “blended” basis as if they were part of the primary government. The PFA is not currently active. Although they are legally separate entities, the City Council serves as their governing board. The City may impose its will on the Foundation and the Authority, including the ability to appoint, hire, reassign or dismiss management. There is also a financial benefit/burden relationship between the City and the other entities.

The Lomita Railroad Museum Foundation, Inc. was formed September 17, 1990, as a non-profit organization under the laws of the State of California. The corporation was formed to assist in maintaining, enhancing, and promoting the Lomita Railroad Museum. Separate financial statements are not prepared for the Foundation.

The Lomita Manor Housing Authority was formed in 1985 as a non-profit organization to administer the local U.S. Department of Housing and Urban Development (HUD) conventional housing program. The City of Lomita contracts with an outside management company to administer this program. Separate financial statements are not prepared for the Authority.

The PFA was established to simplify the issuance of tax-exempt bonds that are issued by the City for the purpose of making lower-cost financing available for certain projects that provide a public benefit, contribute to social and economic growth, and improve the overall quality of life in the City.

CITY OF LOMITA
NOTES TO BASIC FINANCIAL STATEMENTS

(Continued)

(1) Reporting Entity and Summary of Significant Accounting Policies, (Continued)

(b) Basis of Accounting and Measurement Focus

The *basic financial statements* of the City are composed of the following:

- Government-wide financial statements
- Fund financial statements
- Notes to the basic financial statements

Financial reporting is based upon all GASB pronouncements, including the GASB Codification of Accounting and Financial Reporting Guidelines.

Government-wide Financial Statements

Government-wide financial statements display information about the reporting government as a whole, except for its fiduciary activities. These statements include separate columns for the governmental and business-type activities of the primary government (including its blended component units). Eliminations have been made in the Statement of Activities so that certain allocated expenses are recorded only once (by the function to which they were allocated). However, general government expenses have not been allocated as indirect expenses to the various functions of the City.

Government-wide financial statements are presented using the *economic resources measurement focus* and the *accrual basis of accounting*. Under the economic resources measurement focus, all (both current and long-term) economic resources and obligations of the reporting government are reported in the government-wide financial statements. *Basis of accounting* refers to when revenues and expenses are recognized in the accounts and reported in the financial statements. Under the accrual basis of accounting, revenues, expenses, gains, losses, assets, and liabilities resulting from exchange and exchange-like transactions are recognized when the exchange takes place. Revenues, expenses, gains, losses, assets and liabilities resulting from non-exchange transactions are recognized in accordance with GASB Statement No. 33 government-wide activity requirements.

CITY OF LOMITA
NOTES TO BASIC FINANCIAL STATEMENTS

(Continued)

(1) Reporting Entity and Summary of Significant Accounting Policies, (Continued)

(b) Basis of Accounting and Measurement Focus, (Continued)

Program revenues include charges for services, special assessments, and payments made by parties outside of the reporting government's citizenry if that money is restricted to a particular program. Program revenues are netted with program expenses in the statement of activities to present the net cost of each program.

Amounts paid to acquire capital assets are capitalized as assets in the government-wide financial statements, rather than reported as an expenditure. Proceeds of long-term debt are recorded as a liability in the government-wide financial statements, rather than as an other financing source. Amounts paid to reduce long-term indebtedness of the reporting government are reported as a reduction of the related liability, rather than as an expenditure.

Fund Financial Statements

The underlying accounting system of the City is organized and operated on the basis of separate funds, each of which is considered to be a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues and expenditures or expenses, as appropriate. Governmental resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

Fund financial statements for the primary government's governmental, proprietary, and fiduciary funds are presented after the government-wide financial statements. These statements display information about the major fund individually and nonmajor funds in the aggregate for governmental and enterprise funds. Fiduciary statements include financial information for fiduciary funds and similar component units. Fiduciary funds of the City primarily represent assets held by the City in a custodial capacity for other individuals or organizations.

Governmental Funds

In the fund financial statements, governmental funds are presented using the *modified-accrual basis of accounting*. Their revenues are recognized when they become *measurable* and *available* as net current assets. *Measurable* means that the amounts can be estimated, or otherwise determined. *Available* means that the amounts were collected during the reporting period or soon enough thereafter to be available to finance the expenditures accrued for the reporting period. The City uses an availability period of 60 days.

CITY OF LOMITA
NOTES TO BASIC FINANCIAL STATEMENTS

(Continued)

(1) Reporting Entity and Summary of Significant Accounting Policies, (Continued)

(b) Basis of Accounting and Measurement Focus, (Continued)

Sales taxes, property taxes, franchise taxes, gas taxes, motor vehicle in lieu fees, transient occupancy taxes, grants and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period to the extent normally collected within the availability period. Other revenue items are considered to be measurable and available when cash is received by the government.

Revenue recognition is subject to the *measurable* and *available* criteria for the governmental funds in the fund financial statements. *Exchange transactions* are recognized as revenues in the period in which they are earned (i.e., the related goods or services are provided). *Locally imposed derived tax revenues* are recognized as revenues in the period in which the underlying exchange transaction upon which they are based takes place. *Imposed nonexchange* transactions are recognized as revenues in the period for which they were imposed. If the period of use is not specified, they are recognized as revenues when an enforceable legal claim to the revenues arises or when they are received, whichever occurs first. *Government-mandated and voluntary nonexchange transactions* are recognized as revenues when all applicable eligibility requirements have been met.

In the fund financial statements, governmental funds are presented using the *current financial resources measurement focus*. This means that only current assets and current liabilities are generally included on their balance sheets. The reported fund balance (net current assets) is considered to be a measure of “available spendable resources.” Governmental fund operating statements present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current assets. Accordingly, they are said to present a summary of sources and uses of “available spendable resources” during a period.

Non-current portions of long-term receivables due to governmental funds are reported on their balance sheets in spite of their spending measurement focus. Special reporting treatments are used to indicate; however, that they should not be considered “available spendable resources” since they do not represent net current assets.

CITY OF LOMITA
NOTES TO BASIC FINANCIAL STATEMENTS

(Continued)

(1) Reporting Entity and Summary of Significant Accounting Policies, (Continued)

(b) Basis of Accounting and Measurement Focus, (Continued)

Revenues, expenditures, assets, and liabilities resulting from nonexchange transactions are recognized in accordance with the requirements of GASB Statement Nos. 33 and 65 which require that local governments defer grant revenue that is not received within the City's adopted policy of 60 days after the fiscal year ends to meet the "available" criteria of revenue recognition. Therefore recognition of governmental fund type revenue represented by non-current receivables are deferred inflow until they become current receivables. Non-current portions of other long-term receivables are offset by fund balance reserve accounts.

Due to the nature of their spending measurement focus, expenditure recognition for governmental fund types excludes amounts represented by noncurrent liabilities. Since they do not affect net current assets, such long-term amounts are not recognized as governmental fund type expenditures or fund liabilities.

Amounts expended to acquire capital assets are recorded as *expenditures* in the year that resources were expended, rather than as fund assets. The proceeds of long-term debt are recorded as *other financing sources* rather than as a fund liability. Amounts paid to reduce long-term indebtedness are reported as fund expenditures.

When both restricted and unrestricted resources are combined in a fund, expenses are considered to be paid first from restricted resources, and then from unrestricted resources.

Proprietary and Fiduciary Funds

The City's enterprise and internal service funds are proprietary funds. In the fund financial statements, proprietary funds are presented using the *accrual basis of accounting*. Revenues are recognized when they are earned and expenses are recognized when the related goods or services are delivered. In the fund financial statements, the proprietary fund is presented using the *economic resources measurement focus*. This means that all assets and all liabilities (whether current or noncurrent) associated with their activity are included on their balance sheets. Proprietary fund type operating statements present increases (revenues) and decreases (expenses) in total net position.

CITY OF LOMITA
NOTES TO BASIC FINANCIAL STATEMENTS

(Continued)

(1) Reporting Entity and Summary of Significant Accounting Policies, (Continued)

(b) Basis of Accounting and Measurement Focus, (Continued)

Proprietary and Fiduciary Funds, (Continued)

Proprietary fund operating revenues, such as charges for services, result from exchange transactions associated with the principal activity of the fund. Exchange transactions are those in which each party receives and gives up essentially equal values. Non-operating revenues, such as subsidies, taxes, and investment earnings result from nonexchange transactions or ancillary activities. Operating expenses include the cost of sales and services, administrative expenses, and depreciation on capital assets. All expenses not meeting this definition are treated as non-operating expenses. Amounts paid to acquire capital assets are capitalized as assets in the enterprise fund financial statements, rather than reported as an expenditure. Proceeds of long-term debt are recorded as a liability in the enterprise fund financial statements, rather than as an other financing source. Amounts paid to reduce long-term indebtedness of the enterprise fund are reported as a reduction of the related liability, rather than as an expenditure. Private-purpose trust funds are used to report a trust arrangement. All resources of these funds, including any earnings on invested resources, must be used for specific purposes.

(c) Fund Classifications

The City reports the following major funds:

General Fund – This is the primary operating fund of the City. It accounts for all activities of the general government, except those required to be accounted for in another fund.

American Rescue Plan Act Special Revenue Fund – Used to account for the City’s use of emergency and rescue plan activities using ARPA COVID-19 funds received from the Department of Treasury.

Water Enterprise Fund – This fund is used to account for operations that are financed and operated in a manner similar to private business enterprises, where the intent of the governing body is that costs of providing water utility services to the general public on a continuing basis be financed or recovered primarily through user charges.

The City’s fund structure also includes the following fund types:

Internal Service Fund – Internal service fund is used to account for the City’s cost of maintaining and replacing the City’s capital assets. City departments are the primary users of these services and are charged a fee on a cost reimbursement basis.

Fiduciary Funds – Fiduciary funds are used to report a trust arrangement for the Railroad Foundation and Tom Rico Memorial. All resources of these funds, including any earnings on invested resources, must be used for specific purposes as set forth in trust agreement.

CITY OF LOMITA
NOTES TO BASIC FINANCIAL STATEMENTS

(Continued)

(1) Reporting City and Summary of Significant Accounting Policies, (Continued)

(d) Fund Balances and Spending Policy

In the Governmental Fund Financial Statements, fund balances are classified in the following categories:

Nonspendable – Items that cannot be spent because they are not in a spendable form, such as prepaids and inventories, items that are legally or contractually required to be maintained intact, such as principal of an endowment or revolving loan fund.

Restricted – Restricted fund balances encompass the portion of net fund resources subject to externally enforceable legal restrictions. This includes externally imposed restrictions by creditors, such as through debt covenants, grantors, contributions, laws or regulations of other governments, as well as restrictions imposed by law through constitutional provisions or enabling legislation.

Committed – Committed fund balances encompass the portion of net fund resources, the use of which is constrained by limitations that the government imposes upon itself at its highest level of decision making, the City Council is considered the highest authority for the City and approves such commitments through council resolutions. These committed amounts cannot be used for any other purposes unless the City Council removes or changes the specified use through council resolution.

Assigned – Assigned fund balances encompass the portion of net fund resources reflecting the government’s intended use of resources that are neither restricted or committed. Assignment of resources can be done by the highest level of decision making (City Council Resolution) or by a committee or official designated for that purpose. The City Council has authorized the Director of Finance for the purpose to assign fund balance for specific departmental projects.

Unassigned – The General Fund is the only fund that reports a positive unassigned fund balance amount. In other governmental funds it is not appropriate to report a positive unassigned fund balance amount. However, in governmental funds other than the General Funds, if expenditures incurred for specific purposes exceed the amounts that are restricted, committed, or assigned to those purposes, it may be necessary to report a negative unassigned fund balance in that fund.

When both restricted and unrestricted resources are available for use when an expenditure is incurred, it is the City’s policy to use restricted resources first, then unrestricted resources as they are needed. It is the City’s policy to consider committed amounts as being reduced first, followed by assigned amounts, and then unassigned amounts when expenditures are incurred for purposes for which amounts in any of those unrestricted fund balance classifications could be used.

CITY OF LOMITA
NOTES TO BASIC FINANCIAL STATEMENTS

(Continued)

(1) Reporting City and Summary of Significant Accounting Policies, (Continued)

(e) Cash and Investments

Investments are reported in the accompanying balance sheet at fair value. These investments are not transferable and they have terms that are not affected by changes in market interest rates. Changes in fair value that occur during a fiscal year are recognized as *investment income* reported for that fiscal year. *Investment income* reports interest earnings, changes in fair value, and any gains or losses realized upon the liquidation, maturity, or sale of investments. The City's practice is to hold investments until maturity.

As of July 1, 2015, the City adopted Governmental Accounting Standards Board ("GASB") Statement No. 72, *Fair Value Measurements and Application*. GASB Statement No. 72 provides guidance for determining a fair value measurement for reporting purposes, applying fair value to investments, and disclosures related to all fair value measurements. The City categorized the fair value measurements for its investments based on the hierarchy established by generally accepted accounting principles. The fair value hierarchy, which has three levels, is based on the valuation inputs used to measure fair value: Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs.

The City follows the practice of pooling cash and investments of all funds except for funds required to be held by the outside fiscal agent under provisions of the loan payable agreement. Interest income earned on pooled cash and investments is allocated quarterly to the funds based on average monthly cash and investment balances. Interest income with cash with fiscal agent is credited directly to the related fund.

(f) Statement of Cash Flows

For purposes of the statement of cash flows the City considers all highly liquid investments with a maturity of three months or less when purchased to be cash equivalents. In addition, cash invested in the City's cash management pool is considered to be cash equivalents.

(g) Capital Assets

Capital assets (including additions to infrastructure) are recorded at cost (except for intangible right-to-use lease assets which the measurement is discussed thereafter) where historical records are available and at an estimated original cost where no historical records exist. Donated capital assets, works of art and similar items, and capital assets received in service concession arrangements are valued at acquisition value at the date of donation. Generally, capital asset purchases in excess of \$5,000 (including infrastructure) are capitalized if they have an expected useful life of one year or more. Capital assets include additions to public domain (infrastructure) general capital assets consisting of certain improvements including roads and streets, curbs, gutters and sidewalks, street lights, signs and signals, park equipment and storm drains. The City chose to value its infrastructure in its entirety (e.g., prior to 1980). Capital assets used in operations are depreciated over their

CITY OF LOMITA
NOTES TO BASIC FINANCIAL STATEMENTS

(Continued)

(1) Reporting City and Summary of Significant Accounting Policies, (Continued)

(g) Capital Assets, (Continued)

estimated useful lives using the straight-line method in the government – wide financial statements and in the fund financial statements of the enterprise fund. Depreciation is charged as an expense against operations and accumulated depreciation is reported on the respective balance sheet. The ranges of lives used for depreciation purposes for each capital asset class are as follows:

Buildings and improvements	50 years
Leasehold improvements	10 years
Right of Use Leased Equipment	3-5 years
Furniture, equipment and vehicles	3-25 years
Infrastructure - Sewer lines	25-50 years
Infrastructure – Storm drain system	20-100 years
Infrastructure - Roadways	30-100 years
Infrastructure – Waterlines	25-50 years
Infrastructure - Other	20-60 years

(h) Inventories and Prepaids

Inventories of water meters and fittings are recorded in the Water Department Enterprise Fund. Inventories in the General Fund consist of street signs. Inventories are stated at cost using the average cost method. Payments made to vendors for services that will benefit periods beyond the current fiscal year are recorded as prepaids. The City uses the consumption method when reporting prepaid items.

(i) Property Taxes

Property taxes attach as an enforceable lien on property as of the date the tax is levied. Taxes are levied annually in August, and are payable annually in two installments in November and March. The County bills and collects the property taxes and remits them to the City in installments during the year. City property tax revenues are recognized when levied to the extent that they result in current receivables in accordance with GASB Code Section P70.

The County is permitted by State Law (Proposition 13) to levy taxes at 1% of full market value (at time of purchase) and can increase the assessed value at no more than two percent per year. The City receives a share of this basic levy.

(j) Compensated Absences

The City accounts for compensated absences in accordance with GASB Statement No. 16. In governmental funds, compensated absences are recorded as expenditures in the year paid, as it is the City's policy to liquidate any unpaid vacation or sick leave at June 30 from future resources rather than currently available expendable resources. Accordingly, the entire unpaid liability for the governmental funds is recorded in the government-wide financial statements as these amounts will be liquidated from future resources.

CITY OF LOMITA
NOTES TO BASIC FINANCIAL STATEMENTS

(Continued)

(1) Reporting City and Summary of Significant Accounting Policies, (Continued)

(k) Deferred Outflows/ Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for *deferred outflows of resources*. This separate financial statement element, deferred outflows of resources, represent a consumption of net assets that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The City has two items that qualify for reporting in this category. Deferred outflows relating to the OPEB and net pension obligation reported in the government-wide statement of net position. These outflows are the results of contributions made after the measurement period, which are expensed in the following year, and of adjustment due to difference in proportions and the difference between actual contributions made and the proportionate share of the risk pool's total contributions. These amounts are deferred and amortized over the expected average remaining service life time. Deferred outflows relating to the reacquisition loss on refunding bonds reported in the government-wide statement of net position and statement of fund position for proprietary funds. These outflows are the results of difference between the reacquisition price and the net carrying amount of the refunded bonds, which are recognized as a component of interest expense over the remaining life of the bonds.

In addition to liabilities, the statement of financial position will sometimes report a separate section for *deferred inflows of resources*. This separate financial statement element, deferred inflows of resources, represents an acquisition of net assets that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The City has three items that qualifies for reporting in this category which are deferred inflows relating to leases, OPEB, and the net pension obligation reported in the government-wide statement of net position. These inflows are the result of the net difference between present value of future lease revenues, as well as, projected and actual earnings on OPEB and pension plan investments, respectively. The OPEB and pension amounts are deferred and amortized straight-line over a five-year period.

(l) Long-Term Debt and Interest Payable

In the Government-Wide Financial Statements, long-term debt and other long-term obligations are reported as liabilities in the appropriate activities. Bond premiums and discounts, as well as issuance costs, are deferred and amortized over the life of the bonds using the effective interest method. Bonds payable are reported net of the applicable bond premium or discount. Bond issuance costs are immediately expensed in the Government-Wide Financial Statements in addition to the Proprietary and Fiduciary Fund Statements in accordance with GASBs No. 65 and 86. In the Fund Financial Statements, with the exception of advances from other funds, long-term liabilities are not presented. Consequently, long term debt is shown as a reconciling item in the Reconciliation of the Governmental Funds Balance Sheet to the Government-Wide Statement of Net Position.

CITY OF LOMITA
NOTES TO BASIC FINANCIAL STATEMENTS
(Continued)

(1) Reporting City and Summary of Significant Accounting Policies, (Continued)

(l) Long-Term Debt and Interest Payable, (Continued)

In the Government-Wide Financial Statements, interest payable on long-term debt is recognized as the liability is incurred for governmental activities and business-type activities. In the Fund Financial Statements, only propriety fund types recognize the interest payable when the liability is incurred.

(m) Net Position Flow Assumption

Sometimes the government will fund outlays for a particular purpose from both restricted (e.g., restricted bond or grant proceeds) and unrestricted resources. In order to calculate the amounts to report as restricted – net position and unrestricted – net position in the government-wide and proprietary fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the government’s policy to consider restricted – net position to have been depleted before unrestricted – net position is applied.

In the Government-Wide Financial Statements, net position are classified in the following categories: *Net Investment in Capital Assets* consists of capital assets net of accumulated depreciation and reduced by outstanding debt that attributed to the acquisition, construction, or improvement of the assets.

Restricted Net Position are restricted by external creditors, grantors, contributors, laws or regulations of other governments. Unrestricted Net position is all net position that do not meet the definition of “invested in capital assets, net of related debt” or “restricted net position.”

(n) Use of Estimates

The preparation of financial statements in accordance with GAAP requires management to make estimates and assumptions. These estimates and assumptions affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities. In addition, estimates affect the reported amount of expenses. Actual results could differ from these estimates and assumptions.

(o) Pensions

For purposes of measuring the net pension liability and deferred outflows/inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the City of Lomita’s California Public Employees’ Retirement System (CalPERS) plan (Plan) and additions to/deductions from the Plans’ fiduciary net position have been determined on the same basis as they are reported by CalPERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

CITY OF LOMITA
NOTES TO BASIC FINANCIAL STATEMENTS

(Continued)

(1) Reporting City and Summary of Significant Accounting Policies, (Continued)

(p) New Accounting Pronouncements

The City adopted Statement on Governmental Accounting Standards (GASB Statements) No. 87-*Leases*; No 89-*Accounting for Interest Cost Incurred Before the End of a Construction Period*; No. 90-*Majority Equity Interest*; No. 93-*Replacement of Interbank Offered Rates*; and No. 97-*Certain Component Unit Criteria for Internal Revenue Code 457 Deferred Compensation Plans*. The City implemented GASB No. 87 during fiscal year June 30, 2022. The adoption of the GASB Nos. 89, 90, 93, and 97 did not significantly impact the City.

(q) Leases

Lessee: The City is a lessee for a noncancellable lease of equipment. The City recognizes a lease liability and an intangible right-to-use lease asset (lease asset) in the government-wide financial statements. The City recognizes lease liabilities with an initial, individual value of \$5,000 or more.

At the commencement of a lease, the City initially measures the lease liability at the present value of payments expected to be made during the lease term. Subsequently, the lease liability is reduced by the principal portion of lease payments made. The lease asset is initially measured as the initial amount of the lease liability, adjusted for lease payments made at or before the lease commencement date, plus certain initial direct costs. Subsequently, the lease asset is amortized on a straight-line basis over its useful life.

Key estimates and judgments related to leases include how the City determines (1) the discount rate it uses to discount the expected lease payments to present value, (2) lease term, and (3) lease payments. The City uses the interest rate charged by the lessor as the discount rate. When the interest rate charged by the lessor is not provided, the City generally uses its estimated incremental borrowing rate as the discount rate for leases. The lease term includes the noncancellable period of the lease. Lease payments included in the measurement of the lease liability are composed of fixed payments and purchase option price that the City is reasonably certain to exercise.

The City monitors changes in circumstances that would require a remeasurement of its lease and will remeasure the lease asset and liability if certain changes occur that are expected to significantly affect the amount of the lease liability.

Lease assets are reported with other capital assets and lease liabilities are reported with long-term debt on the Statement of Net Position.

CITY OF LOMITA
NOTES TO BASIC FINANCIAL STATEMENTS

(Continued)

(1) Reporting City and Summary of Significant Accounting Policies, (Continued)

(q) Leases, (Continued)

Lessor: The City is a lessor for a noncancellable leases of a portion of real property, as well as, building and roof space. The City recognizes a lease receivable and a deferred inflow of resources in the government-wide and governmental fund financial statements.

At the commencement of a lease, the City initially measures the lease receivable at the present value of payments expected to be received during the lease term. Subsequently, the lease receivable is reduced by the principal portion of the lease payments received. The deferred inflow of resources is initially measured as the initial amount of the lease receivable, adjusted for lease payments received at or before the lease commencement date. Subsequently, the deferred inflow of resources is recognized as revenue over the life of the lease term.

Key elements and judgement include how the City determines (1) the discount rate it uses to discount the expected lease receipts to present value, (2) lease term, and (3) lease receipts. The City uses it estimated incremental borrowing rate as the discount rate for leases. The lease term includes the noncancellable period of the lease. Lease receipts included In the measurement of the lease receivable is composed of fixed payments from the lessee.

The City monitors changes that would require a remeasurement of its lease and will remeasure the lease receivable and deferred inflows of resources if certain changes occur that are expected to significantly affect the amount of the lease receivable.

(2) Cash and Investments

Cash and investments at June 30, 2022 are reported as follows in the financial statements:

Statement of net position:	
Cash and investments	\$25,539,277
Statement of fiduciary net position:	
Cash and investments	<u>25,495</u>
	<u>\$25,564,772</u>

CITY OF LOMITA
NOTES TO BASIC FINANCIAL STATEMENTS

(Continued)

(2) Cash and Investments, (Continued)

Cash and investments at June 30, 2022 consisted of the following:

Petty cash	\$ 1,550
Demand deposits held by City	6,842,353
Investments:	
Negotiable certificates of deposits	8,749,606
US Government Bonds	3,579,640
Corporate Bonds	1,766,665
Local Agency Investment Fund	<u>4,624,958</u>
Total cash and investments	<u>\$25,564,772</u>

Investments Authorized by the California Government Code and the City's Investment Policy

The table below identifies the investment types that are authorized for the City by the California Government Code and the City's investment policy. The table also identifies certain provisions of the California Government Code (or the City's investment policy, if more restrictive) that address interest rate risk and concentration of credit risk.

Investment Types <u>Authorized by State Law</u>	Authorized By Investment <u>Policy</u>	*Maximum <u>Maturity</u>	*Maximum Percentage <u>Of Portfolio</u>	*Maximum Investment <u>in One Issuer</u>
Local Agency Bonds	No	5 years	None	None
U.S. Treasury Bills	Yes	None	60%	None
U.S. Treasury Notes	Yes	5 years	40%	None
U.S. Agency Securities	Yes	5 years	20%	None
Banker's Acceptances	Yes	180 days	10%	None
Commercial Paper	Yes	180 days	10%	10%
Negotiable Certificates of Deposit	Yes	5 years	50%	None
Repurchase Agreements	No	1 year	None	None
Passbook savings demand deposits	Yes	5 years	None	None
Reverse Repurchase Agreements	No	92 days	20% of base value	None
Medium-Term Notes	Yes	5 years	30%	None
Mutual Funds that invest only in State of California authorized investments	Yes	5 years	20% combined	None
SEC registered Money Market Mutual Funds	Yes	5 years		None
Local Agency Investment Fund (LAIF)	Yes	5 years	\$40,000,000	None

* Based on state law requirements or investment policy requirements, whichever is more restrictive.

CITY OF LOMITA

NOTES TO BASIC FINANCIAL STATEMENTS

(Continued)

(2) Cash and Investments, (Continued)

Disclosures Relating to Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. One of the ways that the City manages its exposure to interest rate risk is by purchasing a combination of shorter term and longer term investments and by timing cash flows from maturities so that a portion of the portfolio is maturing or coming close to maturity evenly over time as necessary to provide the cash flow and liquidity needed for operations.

Information about the sensitivity of the fair values of the City's to market interest rate fluctuations is provided by the following table that shows the distribution of the City's investments by maturity:

<u>Investment Type</u>		<u>1 Year Or less</u>	<u>Remaining Maturity (in Years)</u>		
			<u>1 to 2 Years</u>	<u>2 to 3 Years</u>	<u>3 to 5 Years</u>
Negotiable Certificates of Deposit	\$ 8,749,606	246,181	485,573	2,878,881	5,138,971
US Government Bonds	3,579,640	-	-	956,350	2,623,290
Corporate Bonds	1,766,665	-	-	-	1,766,665
LAIF	<u>4,624,958</u>	<u>4,624,958</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total	<u>\$ 18,720,869</u>	<u>4,871,139</u>	<u>485,573</u>	<u>3,835,231</u>	<u>9,528,926</u>

Fair Value Classifications

Fair value measurements are categorized based on the valuation inputs used to measure fair value: Level 1 inputs are quoted prices in active markets for identical asset assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs. Investments categorized as Level 2 are valued using the valuation multiple approach which uses prices in observed transactions (i.e. comparable market prices) at the end of the fiscal year.

CITY OF LOMITA
NOTES TO BASIC FINANCIAL STATEMENTS

(Continued)

(2) Cash and Investments, (Continued)

Investments' fair value measurements are as follows as of June 30, 2022:

<u>Investment Type</u>	<u>Fair Value</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
Negotiable Certificates of Deposit	\$ 8,749,606	-	8,749,606	-
US Government Bonds	3,579,640	-	3,579,640	-
Corporate Bonds	<u>1,766,665</u>	<u>-</u>	<u>1,766,665</u>	<u>-</u>
Subtotal	<u>14,095,911</u>	<u>-</u>	<u>14,095,911</u>	<u>-</u>
LAIF	<u>4,624,958</u>			
Total Leveled Investments	<u>\$18,720,869</u>			

Investments in LAIF are uncategorized as deposit and withdrawals are made on the basis of \$1 and not fair value.

Disclosures Relating to Credit Risk

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Presented below is the minimum rating required by (where applicable) the California Government Code, the City's investment policy, or debt agreements, and the actual rating as of year end for each investment type.

<u>Investment Type</u>		<u>Minimum Legal Rating</u>	<u>Ratings as of Year End</u>			<u>Not rated Exempt from Disclosure</u>
			<u>AA+</u>	<u>A-</u>	<u>BBB+</u>	
Negotiable Certificates of Deposit	\$ 8,749,606	N/A	-	-	-	8,749,606
US Government Bonds	3,579,640	N/A	3,579,640	-	-	-
Corporate Bonds	1,766,665	N/A	-	1,306,370	460,295	-
LAIF	<u>4,624,958</u>	N/A	<u>-</u>	<u>-</u>	<u>-</u>	<u>4,624,958</u>
Total	<u>\$18,720,869</u>		<u>3,579,640</u>	<u>1,306,370</u>	<u>460,295</u>	<u>13,374,564</u>

Concentration of Credit Risk

The investment policy of the City contains no limitations on the amount that can be invested in any one issuer beyond that stipulated by the California Government Code. The city had no investments in any one issuer (other than U.S. Treasury securities, mutual funds, and external investment pools) that represent 5% or more of total City investments.

CITY OF LOMITA
NOTES TO BASIC FINANCIAL STATEMENTS

(Continued)

(2) Cash and Investments, (Continued)

Custodial Credit Risk

Custodial credit risk for *deposits* is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. The custodial credit risk for *investments* is the risk that, in the event of the failure of the counterparty (e.g., broker-dealer) to a transaction, a government will not be able to recover the value of its investment or collateral securities that are in the possession of another party. The California Government Code and the City's investment policy do not contain legal or policy requirements that would limit the exposure to custodial credit risk for deposits or investments, other than the following provision for deposits: The California Government Code requires that a financial institution secure deposits made by state or local governmental units by pledging securities in an undivided collateral pool held by a depository regulated under state law (unless so waived by the governmental unit). The market value of the pledged securities in the collateral pool must equal at least 110% of the total amount deposited by the public agencies. California law also allows financial institutions to secure City deposits by pledging first trust deed mortgage notes having a value of 150% of the secured public deposits. In the current fiscal year, none of the City's deposits with financial institutions in excess of federal depository insurance limits were held in collateralized accounts. The City may waive collateral requirements for cash deposits, which are fully insured up to \$250,000 by the Federal Deposit Insurance Corporation. The City has not agreed to such a waiver.

Investments in State Investment Pool

The City is a participant in LAIF which is regulated by California Government Code Section 16429 under the oversight of the Treasurer of the State of California. The fair value of the City's investment in this pool is reported in the accompanying financial statements at amounts based upon the City's pro-rata share of the fair value provided by LAIF for the entire LAIF portfolio (in relation to the amortized cost of that portfolio). The balance available for withdrawal is based on the accounting records maintained by LAIF, which are recorded on an amortized cost basis.

CITY OF LOMITA
NOTES TO BASIC FINANCIAL STATEMENTS

(Continued)

(3) Interfund Balances

Interfund balances at June 30, 2022 consisted of the following:

	<u>Due To Other Funds:</u>	
<u>Due From Other Funds:</u>	Non-major Governmental <u>Funds</u>	<u>Total</u>
General Fund	<u>\$141,740</u>	<u>\$141,740</u>

The interfund balances were to eliminate negative cash balances in non-major special revenue funds.

(4) Interfund Transfers

Interfund transfers at June 30, 2022 consisted of the following:

			<u>Transfers In:</u>		
<u>Transfers Out:</u>	General <u>Fund</u>	Non-major Governmental <u>Funds</u>	Water Enterprise <u>Fund</u>	Internal Service <u>Fund</u>	<u>Total</u>
General Fund	\$ -	789,024	-	612,930	1,401,954
American Rescue Plan Act Fund	<u>191,140</u>	<u>-</u>	<u>1,269,512</u>	<u>-</u>	<u>1,460,652</u>
Total	<u>\$191,140</u>	<u>789,024</u>	<u>1,269,512</u>	<u>612,930</u>	<u>2,862,606</u>

Transfers from the General Fund to the Internal Service fund in the amount of \$612,930 were for internal charges on equipment. Transfers of \$191,140 and \$1,269,260 from the American Rescue Plan Act Fund were to reimburse the General Fund and Water Enterprise Funds for emergency activities, respectively. The transfers were made to fund various capital related projects in the City.

CITY OF LOMITA
NOTES TO BASIC FINANCIAL STATEMENTS

(Continued)

(5) Capital Assets

Capital asset activity for the year ended June 30, 2022 was as follows:

Governmental Activities:

<u>Description</u>	<u>Beginning Balance</u>	<u>Additions</u>	<u>Deletions</u>	<u>Ending Balance</u>
Non-depreciable:				
Land	\$ 4,993,906	-	-	4,993,906
Construction in process	366,923	2,409,682	178,600	2,598,005
Street trees	<u>1,650,378</u>	<u>-</u>	<u>-</u>	<u>1,650,378</u>
Total non-depreciable	<u>7,011,207</u>	<u>2,409,682</u>	<u>178,600</u>	<u>9,242,289</u>
Depreciable:				
Buildings	4,523,989	-	-	4,523,989
Equipment and furniture	933,057	-	12,751	920,306
Right-to-use – Leased Equipment	-	19,117	-	19,117
Vehicles	396,616	45,984	-	442,600
Infrastructure	<u>24,307,627</u>	<u>390,446</u>	<u>-</u>	<u>24,698,073</u>
Total depreciable capital assets	<u>30,161,289</u>	<u>455,547</u>	<u>12,751</u>	<u>30,604,085</u>
Less accumulated depreciation for:				
Buildings	3,358,516	90,478	-	3,448,994
Equipment and furniture	586,272	36,710	12,751	610,231
Right-to-use – Leased Equipment	-	3,823	-	3,823
Vehicles	308,731	19,477	-	328,208
Infrastructure	<u>12,797,518</u>	<u>458,772</u>	<u>-</u>	<u>13,256,290</u>
Total accumulated depreciation	<u>17,051,037</u>	<u>609,260</u>	<u>12,751</u>	<u>17,647,546</u>
Total depreciable capital assets, net	<u>13,110,252</u>	<u>(153,713)</u>	<u>-</u>	<u>12,956,539</u>
Total capital assets, net	<u>\$20,121,459</u>	<u>2,255,969</u>	<u>178,600</u>	<u>22,198,828</u>

CITY OF LOMITA
NOTES TO BASIC FINANCIAL STATEMENTS

(Continued)

(5) Capital Assets, (Continued)

Business-type Activities:

<u>Description</u>	<u>Beginning Balance</u>	<u>Additions</u>	<u>Deletions</u>	<u>Ending Balance</u>
Non-depreciable:				
Land	\$ 70,675	-	-	70,675
Construction in process	<u>361,006</u>	<u>3,187,777</u>	<u>-</u>	<u>3,548,783</u>
Total non-depreciable	<u>431,681</u>	<u>3,187,777</u>	<u>-</u>	<u>3,619,458</u>
Depreciable:				
Equipment and furniture	305,738	6,274	21,795	290,217
Vehicles	164,091	-	-	164,091
Infrastructure	<u>32,503,849</u>	<u>80,561</u>	<u>-</u>	<u>32,584,410</u>
Total depreciable capital assets	<u>32,973,678</u>	<u>86,835</u>	<u>21,795</u>	<u>33,038,718</u>
Less accumulated depreciation for:				
Equipment and furniture	216,811	9,745	21,795	204,761
Vehicles	101,673	8,000	-	109,673
Infrastructure	<u>8,891,579</u>	<u>752,383</u>	<u>-</u>	<u>9,643,962</u>
Total accumulated depreciation	<u>9,210,063</u>	<u>770,128</u>	<u>21,795</u>	<u>9,958,396</u>
Total depreciable capital assets, net	<u>23,763,615</u>	<u>(683,293)</u>	<u>-</u>	<u>23,080,322</u>
Total capital assets, net	<u>\$24,195,296</u>	<u>2,504,484</u>	<u>-</u>	<u>26,699,780</u>

	<u>Expenditures Spent-to-date</u>	<u>Remaining Commitment</u>
Construction commitments:		
Governmental activities- street projects:		
Street Reconstruction – Zone C & F	\$ 2,556,172	\$ 617,305
Lomita/Narbonne Intersection	115,076	767,924
Business-type activities-water capital improvements:		
PCH Water Main Replacement	57,204	497,796
Cypress Water Production Upgrade	3,293,422	1,706,578
246 th -247 th Pl - Western	92,215	1,407,701

CITY OF LOMITA
NOTES TO BASIC FINANCIAL STATEMENTS

(Continued)

(5) Capital Assets, (Continued)

Depreciation expense was charged in the following functions in the Statement of Activities:

	<u>Governmental Activities</u>	<u>Business-Type Activities</u>
General Government	\$118,332	-
Community Development	23,143	-
Community Services	8,628	-
Public Works	459,157	-
Water	<u>-</u>	<u>770,128</u>
Total	<u>\$609,260</u>	<u>770,128</u>

(6) Long-term Liabilities

Long-term liability activity for the year ended June 30, 2022 was as follows:

	<u>Beginning Balance As Restated</u>	<u>Additions</u>	<u>Deletions</u>	<u>Ending Balance</u>	<u>Amounts Due within One Year</u>
Governmental Activities:					
Lease payable	\$ -	18,724	3,823	14,901	3,667
Compensated absences (1)	<u>486,537</u>	<u>288,005</u>	<u>239,739</u>	<u>534,803</u>	<u>106,965</u>
Total governmental activities	<u>\$ 486,537</u>	<u>306,729</u>	<u>243,562</u>	<u>549,704</u>	<u>110,632</u>
Business-type Activities:					
Bonds payable:					
Water Revenue Refunding					
Bonds, series 2016	\$ 5,995,000	-	5,995,000	-	-
Water Revenue Refunding					
Bonds, series 2021	-	6,081,000	337,000	5,744,000	328,000
Bond premium	-	118,093	6,544	111,549	7,872
Compensated absences (2)	<u>270,044</u>	<u>142,345</u>	<u>130,651</u>	<u>281,738</u>	<u>56,348</u>
Total business-type activities	<u>6,265,044</u>	<u>6,341,438</u>	<u>6,469,195</u>	<u>6,137,287</u>	<u>392,220</u>
Total	<u>\$ 6,751,581</u>	<u>6,648,167</u>	<u>6,712,757</u>	<u>6,686,991</u>	<u>502,852</u>

(1) Compensated absences for government activities have typically been liquidated by the General Fund.

(2) Compensated absences for business-type activities have typically been liquidated by the Water Fund.

CITY OF LOMITA
 NOTES TO BASIC FINANCIAL STATEMENTS

(Continued)

(6) Long-term Liabilities, (Continued)

2021 Water Revenue Refunding Bonds:

On July 15, 2021, the City issued the 2021 Water Revenue Refunding Bonds in the amount of \$6,081,000 to refinance the 2016 Water Revenue Refunding Bonds in the amount of \$5,995,000. The purpose of the original 2008 bond issue was for capital improvements to the City’s water system (2008 Project). Principal payments are due in annual installments ranging from \$337,000 to \$450,000, commencing June 1, 2022 through June 1, 2037. The bonds accrue interest at a rate of 2.42%. Interest on the bonds is payable semiannually on June 1 and December 1, commencing on December 1, 2021. The bonds are payable solely from the net revenues of the water system of the city. Principal and interest paid for the current year, and net revenues were \$464,129 and \$1,025,372, respectively. At June 30, 2022, the ratio of the debt service payments due to the net revenues during fiscal year 2022 was .45 (45%). Upon default by the City as defined in the bonds’ installment purchase agreement, the Authority will declare the unpaid principal and accrued interest due and payable immediately.

The bond agreement for the Water Revenue Refunding Bonds requires the city to pledge its annual net revenues (defined as total revenues (including interest and gains) for the fiscal year less operation and maintenance costs (excluding depreciation and amortization)) in an amount equal to at least 125% of the annual debt service requirement for each fiscal year through final maturity of the bonds on June 1, 2037 or early retirement of the bonds, whichever ever first occurs. The amount of annual net revenues equaled 221% of the annual debt service requirement in fiscal year 2022. As of June 30, 2022, the amount of the bonds outstanding was \$5,744,000 and the City’s legal debt margin was \$103,644,485.

<u>Fiscal Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2023	\$ 328,000	137,008	465,008
2024	332,000	129,034	461,034
2025	341,000	120,952	461,952
2026	350,000	112,663	462,663
2027	359,000	104,133	463,133
2028-2032	1,938,000	384,804	2,322,804
2033-2037	<u>2,096,000</u>	<u>137,420</u>	<u>2,233,420</u>
 Total	 <u>\$5,744,000</u>	 <u>1,126,014</u>	 <u>6,870,014</u>

CITY OF LOMITA
NOTES TO BASIC FINANCIAL STATEMENTS

(Continued)

(7) Leases

Leases Payable

In January 2022, the City entered into a five-year lease agreement as lessee for the acquisition and use of equipment. An initial lease liability was recorded in the amount of \$18,724 during the current fiscal year. As of June 30, 2022, the value of the lease liability was \$14,901. The City is required to make monthly principal and interest payments of \$319 for the equipment. The lease has an interest rate of 1.05%. The equipment has a five-year estimated useful life. The value of the right-to-use asset as of June 30, 2022 was \$19,117 less accumulated amortization of \$3,823.

The following future principal and interest payments on the leases payable for June 30 are as follows:

<u>Fiscal Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2023	\$ 3,667	156	3,823
2024	3,705	118	3,823
2025	3,744	79	3,823
2026	<u>3,785</u>	<u>38</u>	<u>3,823</u>
Total	<u>\$ 14,901</u>	<u>391</u>	<u>15,292</u>

Leases Receivable

Prior to fiscal year ended June 30, 2022, the City leased several real property to a third party which was recognized in fiscal year June 30, 2022 as a result of implementing GASB 87. The lease term is for 5 years and the City will receive monthly payments ranging from approximately \$41,615 to \$46,140. During the year ended June 30, 2022, the City recognized \$42,705 in lease revenue and \$432 in interest revenue during the current fiscal year related to the lease. As of June 30, 2022, the City's receivable for lease payments was \$129,638. Also, the City has a deferred inflow of resources associated with the lease that will be recognized as revenue over the lease term. As of June 30, 2022, the balance of the deferred inflow of resources was \$128,116.

Prior to fiscal year ended June 30, 2022, the City leased a portion of building roof top space to a third party which was recognized in fiscal year June 30, 2022 as a result of implementing GASB 87. The lease term is for 5 years and the City will receive monthly payments of \$29,170. During the year ended June 30, 2022, the City recognized \$28,867 in lease revenue and \$303 in interest revenue during the current fiscal year related to the lease. As of June 30, 2022, the City's receivable for lease payments was \$86,602. Also, the City has a deferred inflow of resources associated with the lease that will be recognized as revenue over the lease term. As of June 30, 2022, the balance of the deferred inflow of resources was \$86,602.

CITY OF LOMITA
NOTES TO BASIC FINANCIAL STATEMENTS

(Continued)

(8) Defined Benefit Pension Plans

Plan Description: All qualified permanent and probationary employees are eligible to participate in the City of Lomita’s Miscellaneous Employee Pension Plans, cost-sharing multiple employer defined benefit pension plans administered by the California Public Employees’ Retirement System (CalPERS). Benefit provisions under the Plans are established by State statute and City of Lomita resolution. CalPERS issues publicly available reports that include a full description of the pension plans regarding benefit provisions, assumptions and membership information that can be found on the CalPERS website.

Benefits Provided: CalPERS provides service retirement and disability benefits, annual cost of living adjustments and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of credited service, equal to one year of full time employment. Members with five years of total service are eligible to retire at age 50 with statutorily reduced benefits. All members are eligible for non-duty disability benefits after 10 years of service. The death benefit is one of the following: the Basic Death Benefit, the 1957 Survivor Benefit, or the Optional Settlement 2W Death Benefit. The cost of living adjustments for each plan are applied as specified by the Public Employees’ Retirement Law.

The Public Employees’ Pension Reform Act of 2013 (PEPRA) requires new benefits and member contributions for new members as defined by PEPRA, that are hired after January 1, 2013. These PEPRA members in pooled plans are reflected in the new Miscellaneous and Safety risk pools created by the CalPERS Board in response to the passage of PEPRA, beginning with the June 30, 2013, risk-pool valuations.

The Plans’ provisions and benefits in effect at June 30, 2022, are summarized as follows:

	Miscellaneous		
	Prior to February 28, 2012	February 28, 2012 to January 31, 2013	On or after January 31, 2013
Hire Date			
Benefit formula	2.5% @ 55	2% @ 60	2% @ 62
Benefit vesting schedule	5 years service	5 years service	5 years service
Benefit payments	monthly for life	monthly for life	monthly for life
Retirement age	50-55	50-63	52 - 67
Monthly benefits, as a % of compensation	2.0% to 2.5%	1.092% to 2.418%	1.0% to 2.5%
Required employee contribution rates	8.00%	7.00%	6.75%
Required contribution rates:			
Normal cost rate	12.21%	8.63%	7.47%
Payment of unfunded liability	\$740,780	\$9,149	\$7,788

CITY OF LOMITA
 NOTES TO BASIC FINANCIAL STATEMENTS

(Continued)

(8) Defined Benefit Pension Plans, (Continued)

Contributions: Section 20814(c) of the California Public Employees’ Retirement Law requires that the employer contribution rates for all public employers are determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. Funding contributions for both Plans are determined annually on an actuarial basis as of June 30 by CalPERS. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The City of Lomita is required to contribute the difference between the actuarially determined rate and the contribution rate of employees. Contributions to the pension plan were \$795,600 for the year ended June 30, 2022.

Pension Liabilities, Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions - As of June 30, 2022, the City of Lomita reported net pension liabilities for its proportionate shares of the net pension liability of \$5,453,063.

The City’s net pension liability for the Miscellaneous Plan is measured as the proportionate share of the net pension liability of the collective cost-sharing plan. The City’s net pension liability of the Plan is measured as of June 30, 2021, and the total pension liability for the Miscellaneous Plan used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2020, rolled forward to June 30, 2021, using standard update procedures. The City’s proportion of the net pension liability was based on a projection of the City’s long-term share of contributions to the pension plans relative to the projected contributions of all participating employers, actuarially determined. The City’s proportionate share of the net pension liability for the Miscellaneous Plan as of the June 30, 2020 and 2021 measurement dates was as follows:

Proportion – June 30, 2020	0.203988%
Proportion – June 30, 2021	<u>0.287184%</u>
Change – Increase/(Decrease)	<u><u>0.083196%</u></u>

CITY OF LOMITA
NOTES TO BASIC FINANCIAL STATEMENTS

(Continued)

(8) Defined Benefit Pension Plans, (Continued)

For the year ended June 30, 2022, the City of Lomita recognized pension expense of \$2,267,543. At June 30, 2022, the City of Lomita reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Pension contributions subsequent to measurement date	\$ 909,544	\$ -
Difference between expected and actual experience	611,502	-
Changes in proportions	-	(134,338)
Difference between actual and projected contributions	-	(369,184)
Difference between actual and projected Investment earnings	-	(4,760,236)
Changes in assumptions	-	-
Total	\$1,521,046	\$ (5,263,758)

\$909,544 reported as deferred outflows of resources related to contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2023. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized as pension expense as follows:

Year Ended June 30	
2023	\$(1,146,536)
2024	(1,068,878)
2025	(1,121,356)
2026	(1,315,486)
Total	\$(4,652,256)

CITY OF LOMITA
NOTES TO BASIC FINANCIAL STATEMENTS

(Continued)

(8) Defined Benefit Pension Plans, (Continued)

Actuarial Assumptions – The total pension liabilities in the June 30, 2021 actuarial valuations were determined using the following actuarial assumptions:

	Miscellaneous
Valuation Date	June 30, 2020
Measurement Date	June 30, 2021
Actuarial Cost Method	Entry-Age Normal Cost Method
Actuarial Assumptions:	
Discount Rate	7.15%
Inflation	2.75%
Payroll Growth	3.0%
Projected Salary Increase	Varies by Entry Age and Service
Investment Rate of Return	7.375% (1)
Mortality	(2)

(1) Net of pension plan investment expenses, including inflation.

(2) The mortality table used was developed based on CalPERS' specific data. The table includes 20 years of mortality improvements using Society of Actuaries Scale AA.

The underlying mortality assumptions and all other actuarial assumptions used in the June 30, 2016 valuation were based on the results of a actuarial experience study for the period 1997 to 2011. Further details of the Experience Study can be found on the CalPERS website.

Discount Rate – The discount rate used to measure the total pension liability was 7.15 percent. The projection of cash flows used to determine the discount rate assumed that employee contributions will be made at the current contribution rate and that the City's contributions will be made at rates equal to the difference between actuarially determined contributions rates and the employee rate. Based on those assumptions, each pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

In determining the long-term expected 7.15 percent rate of return on pension plan investments, CalPERS took into account both short and long-term market return expectations as well as the expected pension fund cash flows. Based on the expected benefit payments of the Public Employees' Retirement Fund, CalPERS indicated that a 19 year horizon was ideal in determining the level equivalent discount rate assumption. Using historical returns of all the funds' asset classes, expected compound (geometric) returns were calculated over the short-

CITY OF LOMITA
NOTES TO BASIC FINANCIAL STATEMENTS

(Continued)

(8) Defined Benefit Pension Plans, (Continued)

term (first 10 years) and the long-term (11-60 years) using a building-block approach. Using the expected nominal returns for both short-term and long-term, the present value of benefits was calculated for each fund. The expected rate of return was then set equivalent to the single equivalent rate calculated above and rounded down to the nearest one quarter of one percent. The target allocation and best estimates of arithmetic real rates of return for each major asset class are the same for the Plan. These geometric rates of return are net of administrative expenses and are summarized in the following table:

<u>Asset Class (a)</u>	<u>Assumed Asset Allocation</u>	<u>Real Return Years 1-10 (b)</u>	<u>Real Return Years 11 + (c)</u>
Global equity	50.0%	4.80%	5.98%
Fixed income	28.0%	1.00%	2.62%
Inflation assets	0.0%	0.77%	1.81%
Private equity	8.0%	6.30%	7.23%
Real estate	13.0%	3.75%	4.93%
Liquidity	1.0%	0.00%	-0.92%
Total	<u>100%</u>		

Sensitivity of the Proportionate Share of the Net Pension Liability to Changes in the Discount Rate – The following presents the City’s proportionate share of the net pension liability, calculated using the discount rate of 7.15 percent, as well as what the City’s proportionate share of net pension liability would be if it were calculated using a discount rate that is 1-percentage point lower (6.15 percent), or 1-percentage point higher (8.15 percent), than the current rate:

	<u>Miscellaneous</u>
1% Decrease	6.15%
Net Pension Liability	\$9,705,103
Current Discount Rate	7.15%
Net Pension Liability	\$5,453,063
1% Increase	8.15%
Net Pension Liability	\$1,937,962

CITY OF LOMITA
 NOTES TO BASIC FINANCIAL STATEMENTS

(Continued)

(9) Other Post Employment Benefits (OPEB)

Plan Description - In addition to the pension benefits described above, the City provides retiree health insurance benefits. The City contracts with the Public Employee’s Retirement System to provide benefits to retirees under the Employees’ Hospital and Medical Care Act. Employees who retire from the City may elect to continue their medical insurance through the available PERS plans. When retirees reach 65, they must enroll on Medicare and then may select a Medicare supplemental plan through the PERS insurance plans. This is a defined, single employer benefit plan with the City paying the minimum allowed contribution and the employees paying the balance of the selected plan premium. Changes to the plan require a resolution approved by the City Council and submitted to PERS.

Employee Covered – As of June 30, 2021 actuarial valuation, the following current and former employees were covered by the benefit terms under the plan:

Active employees	44
Inactive employees or beneficiaries currently receiving benefits	27
Inactive employees entitled to, but not yet receiving benefits	-
Total	<u>71</u>

Contributions - Currently, the City funds retiree healthcare benefits on a pay-as-you-go basis. The City recognizes expenditure for its share of the annual premiums as these benefits become due. For fiscal year 2021-2022, the City paid \$181,233 for benefits of 27 retired employees.

Net OPEB Liability - The City of Lomita net OPEB liability was measured as of June 30, 2022 and the total OPEB liability used to calculate the net OEPB liability was determined by an actuarial valuation date June 30, 2022 that was rolled forward to determine the June 30, 2022 total OPEB liability, based on the following actuarial methods and assumptions:

Actuarial Assumptions:

Discount Rate	4.09%
Projected Salary Increase	2.75%
General Inflation	2.75%
Mortality	Varies (1)

(1) The underlying mortality assumptions and all other actuarial assumptions used in the June 30, 2017 valuation were based on the results of a actuarial experience study for the period 1997 to 2011. Further details of the Experience Study can be found on the CalPERS website.

CITY OF LOMITA
NOTES TO BASIC FINANCIAL STATEMENTS

(Continued)

(9) Other Post Employment Benefits (OPEB), (Continued)

Discount Rate – The discount rate used to measure the OPEB liability was 4.09 percent, which was based on the published change in return for the applicable municipal bond index.

The Changes in the net OPEB liability for the plan are as follows:

	Increase (Decrease)		
	Total OPEB Liability (a)	Plan Fiduciary Net Position (b)	Net OPEB Liability/ (Asset) (c)=(a)-(b)
Balance at Fiscal Year Ending 6/30/21 <i>Measurement Date 6/30/21</i>	\$7,024,932	\$ -	\$7,024,932
Changes During the Period:			
Service Cost	228,517	-	228,517
Interest Cost	156,877	-	156,877
Expected Investment Income	-	-	-
Employer Contributions	-	181,233	(181,233)
Changes of Benefit Terms	-	-	-
Benefit Payments	(181,233)	(181,233)	-
Assumption Changes	(1,504,719)	-	(1,504,719)
Plan Experience	(951,276)	-	(951,276)
Investment Experience	-	-	-
Recognized Deferred Resources	-	-	-
Employer Contributions Subsequent to Measurement Date	-	-	-
Net Changes in Fiscal Year 2021-22	(2,251,834)	-	(2,251,834)
Balance at Fiscal Year Ending 6/30/22 <i>Measurement Date 6/30/22</i>	\$4,773,098	\$ -	\$4,773,098

Sensitivity of the Proportionate Share of the OPEB Liability to Changes in the Discount Rate – The following presents the City of Lomita’s’ OPEB liability, calculated using the discount rate, as well as what the City’s OPEB liability would be if it were calculated using a discount rate that is 1-percentage point lower or 1-percentage point higher than the current rate:

1% Decrease OPEB Liability	3.09% \$5,467,835
Current Discount Rate OPEB Liability	4.09% \$4,773,098
1% Increase OPEB Liability	5.09% \$4,205,850

CITY OF LOMITA

NOTES TO BASIC FINANCIAL STATEMENTS

(Continued)

(9) Other Post Employment Benefits (OPEB), (Continued)

Sensitivity of the Net OPEB Liability to Changes in the Health Care Cost Trends – The following presents the net OPEB liability of the City of Lomita if it were calculated using health care cost trend rates that are one percentage point lower or one percentage point higher than the current rate, for the measurement period June 30, 2022:

1% Decrease	5.5% decreasing to 3.5%
OPEB Liability	\$4,141,177
Current Healthcare Rate	6.5% decreasing to 4.5%
OPEB Liability	\$4,773,098
1% Increase	7.5% decreasing to 5.5%
OPEB Liability	\$5,567,767

OPEB Expense and Deferred Outflows/Inflows of Resources Related to OPEB – For the fiscal year ended June 30, 2022, the City of Lomita recognized OPEB expense of \$295,031. As of the fiscal year ended June 30, 2022, the City of Lomita reported deferred outflows and inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Change in assumptions	\$ 514,355	(1,337,528)
Differences between expected and actuarial experience in measurement of the Total OPEB Liability	-	(1,015,562)
Total	<u>\$ 514,355</u>	<u>(2,353,090)</u>

Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized as pension expense as follows:

Year Ended June 30	
2023	\$ (153,382)
2024	(227,916)
2025	(227,916)
2026	(227,916)
2027	(227,916)
Thereafter	<u>(773,689)</u>
	<u><u>\$ (1,838,735)</u></u>

(10) Risk Management

A. Description of Self-Insurance Pool Pursuant to Joint Powers Agreement: The City of Lomita is a member of the CALIFORNIA JOINT POWERS INSURANCE AUTHORITY (Authority). The Authority is composed of 123 California public entities and is organized under a joint powers agreement pursuant to California Government Code §6500 et seq. The purpose of the Authority is to arrange and administer programs for the pooling of self-insured losses, to purchase excess insurance or reinsurance, and to arrange for group purchased insurance for property and other lines of coverage. The California JPIA

CITY OF LOMITA
NOTES TO BASIC FINANCIAL STATEMENTS

(Continued)

(10) Risk Management, (Continued)

began covering claims of its members in 1978. Each member government has an elected official as its representative on the Board of Directors. The Board operates through a nine-member Executive Committee.

B. Primary Self-Insurance Programs of the Authority: Each member pays an annual contribution at the beginning of the coverage period. A retrospective adjustment is then conducted annually thereafter, for coverage years 2012-13 and prior. Coverage years 2013-14 and forward are not subject to routine annual retrospective adjustment. The total funding requirement for primary self insurance programs is based on an actuarial analysis. Costs are allocated to individual agencies based on payroll and claims history, relative to other members of the risk-sharing pool.

Primary Liability Program: Claims are pooled separately between police and general government exposures. (1) The payroll of each member is evaluated relative to the payroll of other members. A variable credibility factor is determined for each member, which establishes the weight applied to payroll and the weight applied to losses within the formula. (2) The first layer of losses includes incurred costs up to \$100,000 for each occurrence and is evaluated as a percentage of the pool's total incurred costs within the first layer. (3) The second layer of losses includes incurred costs from \$100,000 to \$500,000 for each occurrence and is evaluated as a percentage of the pool's total incurred costs within the second layer. (4) Incurred costs from \$500,000 to \$50 million, are distributed based on the outcome of cost allocation within the first and second loss layers. The overall coverage limit for each member, including all layers of coverage, is \$50 million per occurrence. Subsidence losses also have a \$50 million per occurrence limit. The coverage structure is composed of a combination of pooled self-insurance, reinsurance, and excess insurance. Additional information concerning the coverage structure is available on the Authority's website: <https://cjpia.org/coverage/risk-sharing-pools/>.

Primary Workers' Compensation Program: Claims are pooled separately between public safety (police and fire) and general government exposures. (1) The payroll of each member is evaluated relative to the payroll of other members. A variable credibility factor is determined for each member, which establishes the weight applied to payroll and the weight applied to losses within the formula. (2) The first layer of losses includes incurred costs up to \$75,000 for each occurrence and is evaluated as a percentage of the pool's total incurred costs within the first layer. (3) The second layer of losses includes incurred costs from \$75,000 to \$200,000 for each occurrence and is evaluated as a percentage of the pool's total incurred costs within the second layer. (4) Incurred costs from \$200,000 to statutory limits are distributed based on the outcome of cost allocation within the first and second loss layers. For 2020-21 the Authority's pooled retention is \$1 million per occurrence, with reinsurance to statutory limits under California Workers' Compensation Law. Employer's Liability losses are pooled among members to \$1 million. Coverage from \$1 million to \$5 million is purchased as part of a reinsurance policy, and Employer's Liability losses from \$5 million to \$10 million are pooled among members.

C. Purchased Insurance: Pollution Legal Liability Insurance The City of Lomita participates in the pollution legal liability insurance program which is available through the Authority. The policy covers sudden and gradual pollution of scheduled property, streets, and storm drains owned by the City of Lomita. Coverage is on a claims-made basis. There is a \$250,000 deductible. The Authority has an aggregate limit of \$20 million.

Property Insurance: The City of Lomita participates in the all-risk property protection program of the Authority. This insurance protection is underwritten by several insurance companies. City of Lomita

CITY OF LOMITA
NOTES TO BASIC FINANCIAL STATEMENTS

(Continued)

(10) Risk Management, (Continued)

property is currently insured according to a schedule of covered property submitted by the City of Lomita to the Authority. City of Lomita property currently has all-risk property insurance protection in the amount of \$41,057,667. There is a \$10,000 deductible per occurrence except for non-emergency vehicle insurance which has a \$2,500 deductible.

Earthquake and Flood Insurance: The City of Lomita purchases earthquake and flood insurance on a portion of its property. The earthquake insurance is part of the property protection insurance program of the Authority. City of Lomita property currently has earthquake protection in the amount of \$14,720,171. There is a deductible of 5% per unit of value with a minimum deductible of \$100,000.

Crime Insurance: The City of Lomita purchases crime insurance coverage in the amount of \$1,000,000 with a \$2,500 deductible. The fidelity coverage is provided through the Authority.

Special Event Tenant User Liability Insurance: The City of Lomita further protects against liability damages by requiring tenant users of certain property to purchase low-cost tenant user liability insurance for certain activities on agency property. The insurance premium is paid by the tenant user and is paid to the City of Lomita according to a schedule. The City of Lomita then pays for the insurance. The insurance is facilitated by the Authority.

D. Adequacy of Protection: During the past three fiscal years, none of the above programs of protection experienced settlements or judgments that exceeded pooled or insured coverage. There were also no significant reductions in pooled or insured liability coverage in 2021-22.

(11) Commitments and Contingencies

- A. *Lawsuits in the Normal Course of Business:* The City is presently involved in certain matters of litigation that have arisen in the normal course of conducting City business. City management believes, based upon consultation with the City Attorney, that these cases, in the aggregate, are not expected to result in a material adverse financial impact on the City. Additionally, City management believes that the City's insurance programs are sufficient to cover any potential losses should an unfavorable outcome materialize.
- B. *Federal and State Grant Programs:* The City participates in several federal and state grant programs. These programs have been audited by the City's independent auditors in accordance with the provisions of the federal Single Audit Act, as amended and applicable state requirements. No cost disallowances were proposed as a result of these audits. However, these programs are still subject to further examination by the grantors and the amount, if any, of expenditures which may be disallowed by the granting agencies cannot be determined at this time.
- C. *Ongoing Operations:* The City's operations may be affected by the recent and ongoing outbreak of COVID-19, which was declared a pandemic by the World Health Organization in March 2020. The ultimate disruption which may be caused by the outbreak is uncertain; however, possible effects may include, but are not limited to, a reduction in certain tax revenues and a decline in the value of investments, which could have an impact on the City's financial position and operating results. There is significant uncertainty as to the severity and longevity of the outbreak and City management is in the process of evaluating the impact on the City and its financial statements.

CITY OF LOMITA

NOTES TO BASIC FINANCIAL STATEMENTS

(Continued)

(12) Classification of Fund Balances

The City follows the provisions of GASB Statement No. 54, "Fund Balance and Governmental Fund Type Definitions. GASB 54 established fund balance classification based largely upon the extent to which a government is bound to observe constraints imposed upon the use of the resources reported in governmental funds. The governmental fund statements conform to the new classification and are summarized as follows as of June 30, 2022:

	<u>General</u> <u>Fund</u>	<u>ARPA</u> <u>Special</u> <u>Revenue</u> <u>Fund</u>	<u>Non-major</u> <u>Governmental</u> <u>Funds</u>	<u>Totals</u>
<i>Nonspendable</i>				
Prepays	\$ -	-	3,670	3,670
Inventory	<u>28,777</u>	-	-	<u>28,777</u>
<i>Total Nonspendable</i>	<u>28,777</u>	-	<u>3,670</u>	<u>32,446</u>
<i>Restricted</i>				
Street Maintenance	-	-	786,879	786,879
Public Transportation	-	-	1,161,187	1,161,187
Clean Air Act Programs	-	-	53,049	53,049
Safe Clean Water Program	-	-	106,878	106,878
Landscape Maintenance	-	-	5,000	5,000
Park Improvement	-	-	451,793	451,793
Park Athletic Program	-	-	80,197	80,197
Low Mod Housing & CDBG	-	-	757,867	757,867
Law Enforcement, CLEEP	<u>-</u>	<u>-</u>	<u>6,221</u>	<u>6,221</u>
<i>Total Restricted</i>	<u>-</u>	<u>-</u>	<u>3,409,072</u>	<u>3,409,072</u>
<i>Committed</i>				
Street Improvement	-	-	2,841,524	2,841,524
Stephenson Center	<u>85,744</u>	-	-	<u>85,744</u>
<i>Total Committed</i>	<u>85,744</u>	-	<u>2,841,524</u>	<u>2,927,268</u>
<i>Assigned</i>				
Facilities Improvement	317,744	-	-	317,744
Capital Improvement	-	-	184,573	184,573
Street Improvement	-	-	1,368,265	1,368,265
Reserve Appropriations	4,000,000	-	-	4,000,000
Economic Stabilization	500,000	-	-	500,000
OPEB Trust	251,296	-	-	251,296
Economic Development	746,507	-	-	746,507
General Plan Update	200,000	-	-	200,000
Pension Stabilization	<u>1,319,078</u>	<u>-</u>	<u>-</u>	<u>1,319,078</u>
<i>Total Assigned</i>	<u>7,334,625</u>	<u>-</u>	<u>1,552,838</u>	<u>8,887,463</u>
<i>Unassigned</i>	<u>1,105,086</u>	<u>969,836</u>	<u>(112,515)</u>	<u>1,962,407</u>
<i>Totals</i>	<u>\$ 8,554,232</u>	<u>969,836</u>	<u>7,694,589</u>	<u>17,218,657</u>

CITY OF LOMITA
NOTES TO BASIC FINANCIAL STATEMENTS

(Continued)

(13) Other Required Disclosures

Deficit Fund Balances

The following funds had deficit fund balances as of June 30, 2022:

Major Special Revenue Funds:

Measure R Highway	\$106,537 (a)
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Non-major Special Revenue Funds:

Transportation Development Act	5,978 (a)
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(a) The deficit fund balance was due to actual expenses exceeding the reimbursable revenues.

(14) Subsequent Events

Management has evaluated subsequent events through December 16, 2022, which is the date the financial statements were available to be issued, and has determined that there are no transactions that will have a significant impact on the City.

REQUIRED SUPPLEMENTARY INFORMATION

CITY OF LOMITA
Schedule of Proportionate Share of the Net Pension Liability and Related Ratios
June 30, 2022

Cost Sharing Defined Benefit Pension Plan
Last 10 Fiscal Years *

	Combined June 30, 2021 ¹ Fiscal Year 2021-22	Combined June 30, 2020 ¹ Fiscal Year 2020-21	Combined June 30, 2019 ¹ Fiscal Year 2019-20
Proportion of the net pension liability (asset)	0.28718%	0.20399%	0.20145%
Proportionate share of the net pension liability (asset)	\$ 5,453,063	\$ 8,604,362	\$ 8,067,243
Covered payroll ²	\$ 3,250,441	\$ 3,280,589	\$ 3,254,459
Proportionate Share of the net pension liability (asset) as percentage of covered payroll	167.76%	262.28%	247.88%
Plan's fiduciary net position	\$ 18,065,791,524	\$ 14,702,361,183	\$ 13,979,687,268
Plan's total pension liability	\$ 19,964,594,105	\$ 18,920,437,526	\$ 17,984,188,264
Plan fiduciary net position as a percentage of the total pension liability	83.07%	72.81%	73.65%

1 Historical information is required only for measurement periods for which GASB 68 is applicable.

2 Covered Payroll represented above is based on pensionable earnings provided by the employer. However, GASB 68 defines covered payroll as the total of employees that are provided pensions through the pension plan. Accordingly, if pensionable earnings are different than total earnings for covered-employees, total earnings for covered-employees, the employer should display in the disclosure footnotes the payroll based on total earnings for the covered group and recalculate the required payroll-related ratios.

Notes to Schedule:

Benefit Changes: The figures above do not include any liability impact that may have resulted from plan changes which occurred after June 30, 2015. This applies for voluntary benefit changes as well as any offers of Two Years Additional Service Credit (a.k.a. Golden Handshakes)

* - Fiscal year 2015 was the 1st year of implementation, therefore only eight years are shown.

Combined June 30, 2018 ¹ Fiscal Year 2018-19	Combined June 30, 2017 ¹ Fiscal Year 2017-18	Combined June 30, 2016 ¹ Fiscal Year 2016-17	Combined June 30, 2015 ¹ Fiscal Year 2015-16	Combined June 30, 2014 ¹ Fiscal Year 2014-15
0.21502%	0.22854%	0.23230%	0.18033%	0.22994%
\$ 8,103,476	\$ 9,009,203	\$ 8,069,774	\$ 6,841,270	\$ 5,682,932
\$ 3,191,154	\$ 3,090,957	\$ 2,926,047	\$ 2,938,496	\$ 2,954,990
253.94%	291.47%	275.79%	232.82%	192.32%
\$ 13,122,440,092	\$ 12,074,499,781	\$ 10,923,476,287	\$ 10,896,036,068	\$ 10,639,461,174
\$ 16,891,153,209	\$ 16,016,547,402	\$ 14,397,353,530	\$ 13,639,503,084	\$ 13,110,948,452
72.20%	67.95%	68.65%	72.19%	76.35%

CITY OF LOMITA
Schedule of Plan Contributions ¹
June 30, 2022

Cost Sharing Defined Benefit Pension Plan
Last 10 Fiscal Years *

	Combined Fiscal Year 2021-22 ¹	Combined Fiscal Year 2020-21 ¹	Combined Fiscal Year 2019-20 ¹
Actuarially determined contribution ²	\$ 909,544	\$ 795,600	\$ 723,755
Contributions in relation to the actuarially determined contributions ²	\$ (909,544)	\$ (795,600)	\$ (723,755)
Contribution deficiency (excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Covered payroll ³	\$ 3,513,344	\$ 3,250,441	\$ 3,280,589
Contributions as a percentage of covered payroll ³	25.89%	24.48%	22.06%

1 Historical information is required only for measurement periods for which GASB 68 is applicable.

2 Employee are assumed to make contributions equal to the actuarially determined contributions. However, some employers may choose to make additional contributions towards their unfunded liability. Employer contributions for such plans exceed the actuarially determined contributions. CalPERS has determined that employer obligations referred to as "side funds" do not conform to the circumstances described in paragraph 120 of GASB 68, therefore are not considered separately financed specific liabilities.

3 Covered Payroll represented above is based on pensionable earnings provided by the employer. However, GASB 68 defines covered-employee payroll as the total of employees that are provided pensions through the pension plan. Accordingly, if pensionable earnings are different than total earnings for covered-employees, total earnings for covered-employees, the employer should display in the disclosure footnotes the payroll based on total earnings for the covered group and recalculate the required payroll-related ratios.

Notes to Schedule:

The actuarial methods and assumptions used to set the actuarially determined contributions for Fiscal 2018-19 were from the June 30, 2018 public agency valuations.

Actuarial cost method	Entry-age
Amortization method/period	For detail, see June 30, 2018 Funding Valuation Report
Asset valuation method	Actuarial Value of Assets. For details see June 30, 2018 Funding Valuation Report.
Inflation	2.75%
Salary increases	Varies by Entry Age and Service
Payroll growth	3.00%
Investment rate of return	7.5% Net of Pension Plan Investment and Administrative expenses, includes inflation
Retirement age	The probabilities of Retirement are based on the 2010 CalPERS Experience Study for the period from 1997 to 2007.
Mortality	The probabilities of mortality are based on the 2010 CalPERS Experience Study for the period from 1997 to 2007. Pre-retirement and Post-Retirement mortality rates included 5 years of projected mortality improvement using Scale AA published by the Society of Actuaries.

* - Fiscal year 2015 was the 1st year of implementation, therefore only eight years are shown.

Combined Fiscal Year 2018-19 ¹	Combined Fiscal Year 2017-18 ¹	Combined Fiscal Year 2016-17 ¹	Combined Fiscal Year 2015-16 ¹	Combined Fiscal Year 2014-15 ¹
\$ 757,649	\$ 799,367	\$ 723,176	\$ 730,301	\$ 562,071
<u>\$ (757,649)</u>	<u>\$ (799,367)</u>	<u>\$ (723,176)</u>	<u>\$ (730,301)</u>	<u>\$ (562,071)</u>
<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
\$ 3,254,459	\$ 3,191,154	\$ 3,090,957	\$ 2,926,047	\$ 2,938,496
23.28%	25.05%	23.40%	24.96%	19.13%

CITY OF LOMITA
Schedule of Changes in the Net OPEB Liability and Related Ratios
for the Measurement Periods Ended June 30

<i>Measurement Period</i>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>
Total OPEB Liability					
Service cost	\$ 228,517	\$ 198,117	\$ 204,755	\$ 181,090	\$ 179,837
Interest on the total OPEB Liability	156,877	174,777	189,858	190,222	179,461
Actual and expected					
experience difference	(951,276)	(157,118)	(208,583)	-	-
Changes in assumptions	(1,504,719)	516,900	506,719	321,438	(86,699)
Changes in benefit terms	-	-	-	-	-
Benefit payments	<u>(181,233)</u>	<u>(159,321)</u>	<u>(127,296)</u>	<u>(120,887)</u>	<u>(113,517)</u>
Net change in total OPEB liability	(2,251,834)	573,355	565,453	571,863	159,082
Total OPEB liability - beginning	<u>7,024,932</u>	<u>6,451,577</u>	<u>5,886,124</u>	<u>5,314,261</u>	<u>5,155,179</u>
Total OPEB liability - ending (a)	<u>\$ 4,773,098</u>	<u>\$ 7,024,932</u>	<u>\$ 6,451,577</u>	<u>\$ 5,886,124</u>	<u>\$ 5,314,261</u>
Plan Fiduciary Net Position					
Contribution - employer	\$ 181,233	\$ 159,321	\$ 127,296	\$ 120,887	\$ 113,517
Net investment income	-	-	-	-	-
Benefit payments	(181,233)	(159,321)	(127,296)	(120,887)	(113,517)
Administrative expense	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net change in plan fiduciary					
net position	-	-	-	-	-
Plan fiduciary net position -					
beginning	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Plan fiduciary net position -					
ending (b)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Net OPEB liability - ending (a)-(b)	<u>\$ 4,773,098</u>	<u>\$ 7,024,932</u>	<u>\$ 6,451,577</u>	<u>\$ 5,886,124</u>	<u>\$ 5,314,261</u>
Covered payroll	3,513,344	3,455,483	3,363,000	3,105,000	3,191,154
Net OPEB liability as a percentage					
of covered payroll	135.9%	203.3%	191.8%	189.6%	166.5%

Notes to Schedule

Historical information is required only for measurement periods for which GASB 75 is applicable. Future years' information will be displayed up to 10 years as information becomes available.

CITY OF LOMITA

General Fund

Schedule of Revenue, Expenditures and Changes in Fund Balance - Budget and Actual

For the Year Ended June 30, 2022

	Budget Amounts		Actual Amounts	Variance with Final Budget Positive
	Original	Final		(Negative)
Revenues:				
Taxes and assessments	\$ 6,811,194	7,221,194	8,638,907	1,417,713
Intergovernmental	2,789,000	3,039,000	3,207,498	168,498
Licenses and permits	948,500	973,500	1,291,643	318,143
Fines and forfeitures	433,000	433,000	619,001	186,001
Investment income	109,000	109,000	(917,020)	(1,026,020)
Rental income	220,000	220,000	233,158	13,158
Other revenue	144,873	164,873	107,399	(57,474)
Total revenues	<u>11,455,567</u>	<u>12,160,567</u>	<u>13,180,586</u>	<u>1,020,019</u>
Expenditures:				
Current:				
General government	3,562,464	3,923,488	3,654,560	268,928
Community development	900,860	981,336	914,687	66,649
Public works	624,931	664,931	446,527	218,404
Public safety	4,172,014	4,383,891	4,371,832	12,059
Culture and recreation	1,703,368	1,692,443	1,529,695	162,748
Capital outlay	7,930	26,654	26,654	-
Principal	-	3,823	3,823	-
Total expenditures	<u>10,971,567</u>	<u>11,676,566</u>	<u>10,947,778</u>	<u>728,788</u>
Excess (deficiency) of revenues over (under) expenditures	<u>484,000</u>	<u>484,001</u>	<u>2,232,808</u>	<u>1,748,807</u>
Other financing sources (uses):				
Transfers in	191,140	191,140	191,140	-
Transfers out	(1,401,954)	(1,401,954)	(1,401,954)	-
Proceeds from lease	-	-	18,724	18,724
Total other financing sources (uses)	<u>(1,210,814)</u>	<u>(1,210,814)</u>	<u>(1,192,090)</u>	<u>18,724</u>
Net change in fund balances	(726,814)	(726,813)	1,040,718	1,767,531
Fund balance, beginning of year	<u>7,513,514</u>	<u>7,513,514</u>	<u>7,513,514</u>	<u>-</u>
Fund balance, end of year	<u>\$ 6,786,700</u>	<u>6,786,701</u>	<u>8,554,232</u>	<u>1,767,531</u>

CITY OF LOMITA
American Rescue Plan Act Special Revenue Fund
Schedule of Revenue, Expenditures and Changes in Fund Balance - Budget and Actual
For the Year Ended June 30, 2022

	<u>Budget Amounts</u>		<u>Actual</u>	Variance with
	<u>Original</u>	<u>Final</u>	<u>Amounts</u>	Final Budget Positive (Negative)
Revenues:				
Intergovernmental	\$ -	2,430,488	2,430,488	-
Excess (deficiency) of revenues over (under) expenditures	-	2,430,488	2,430,488	-
Other financing sources (uses):				
Transfers out	-	(1,460,652)	(1,460,652)	-
Total other financing sources (uses)	-	(1,460,652)	(1,460,652)	-
Net change in fund balances	-	969,836	969,836	-
Fund balance (deficit), beginning of year	-	-	-	-
Fund balance (deficit), end of year	\$ -	969,836	969,836	-

CITY OF LOMITA

NOTES TO REQUIRED SUPPLEMENTARY INFORMATION

June 30, 2022

(1) Budgets and Budgetary Accounting

The City prepares its budgets on the modified accrual basis and, accordingly, the budget amounts included in the accompanying financial statements are presented in accordance with generally accepted accounting principles.

Each year, the City Administrator submits a proposed budget to the City Council during early May. The City Council holds budget hearings during May and early June. The final budget is adopted by the City Council during late June. Funds that have irregular activity are not budgeted. The legal level of control of which expenditures cannot exceed appropriations is at the functional level. The City Council is informed of expenditures over appropriations and such amounts are informally approved as a part of the bi-monthly review of the demand warrants.

The City holds a mid-year budget review meeting. During the meeting, all budget expenditures are reviewed and projections for the whole year are made.

Unexpended and unencumbered appropriations of the governmental funds automatically lapse at the end of the year.

SUPPLEMENTARY INFORMATION

NON-MAJOR GOVERNMENTAL FUNDS

The following funds have been classified as non-major funds in the accompanying financial statements.

SPECIAL REVENUE FUNDS:

State Gas Tax Fund - Used to account for monies received from the State and County for gas sales.

Measure M Fund - Used to account for street improvement projects on a cost reimbursement basis.

Measure R Fund - Used to account for street improvement projects.

Transportation Development Act Fund - Used to account for funds received from the State for improvements of local streets and roads.

Community Development Block Grant Fund - Used to account for federal grants for programs benefiting low-income persons and/or families.

Measure R Highway Fund - Used to account for street improvement projects on a cost reimbursement basis.

Lomita Housing Authority Fund - Used to account for the revenues and expenditures of the Lomita Housing Authority.

Proposition A Fund - Used to account for the City's share of Proposition A Local Return Funds from County sales tax dollars.

Air Quality Plan AB 2766 Fund - Used to account for funds received from the South Coast AQMD that were derived from clean air fees.

Park Grant Fund - Used to account for the grant funds received for park development and improvements.

Landscape Maintenance Fund - Used to account for assessment funds collected on property tax bills for Landscape Maintenance District #1.

Park Facilities Fund - Used to account for Park Development Tax and QUIMBY Act funds.

Park Athletic Fund - Used to account for user charges for park athletic programs.

Proposition C Fund - Used to account for Proposition C local return revenues received from County sales tax dollars.

Lomita Manor Development Fund - Used to account for the local U.S. HUD conventional housing programs of the City-owned senior housing complex, Lomita Manor.

CLEEP Fund - Used to account for the purchase of specialized equipment and software to enhance public safety.

Measure W Fund - Used to fund projects dedicated to increase local water supply, improve water quality, and protect public health.

CAPITAL PROJECTS FUNDS:

Capital Improvement Fund - Used to account for the acquisition, construction and improvement of capital facilities and infrastructure. The projects are funded by transfers from the General Fund.

Street Improvement Fund - Used to account for the acquisition, construction and improvement of street improvements and infrastructure. The projects are funded by transfers from the General Fund.

CITY OF LOMITA
Non-major Governmental Funds
Combining Balance Sheet
June 30, 2022

Special Revenue Funds

	State Gas Tax	Measure M	Measure R	Transportation Development Act	Community Development Block Grant
<u>ASSETS</u>					
Cash and investments	\$ 1,035,734	890,636	855,790	-	-
Receivables:					
Accounts	-	-	-	-	-
Taxes	-	-	-	-	-
Due from other governments	74,063	-	-	-	58,342
Prepaid items	-	-	-	-	-
Total assets	<u>\$ 1,109,797</u>	<u>890,636</u>	<u>855,790</u>	<u>-</u>	<u>58,342</u>
<u>LIABILITIES</u>					
Accounts payable	\$ 316,560	446,933	413,213	2,880	26,236
Accrued liabilities	6,359	-	-	-	-
Deposits payable	-	-	-	-	-
Due to other funds	-	-	-	3,098	32,105
Total liabilities	<u>322,919</u>	<u>446,933</u>	<u>413,213</u>	<u>5,978</u>	<u>58,341</u>
<u>DEFERRED IN FLOWS OF RESOURCES</u>					
Unavailable revenue	-	-	-	-	-
Total deferred in flows of resources	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>FUND BALANCES</u>					
Nonspendable	-	-	-	-	-
Restricted	786,878	-	-	-	1
Committed	-	443,703	442,577	-	-
Assigned	-	-	-	-	-
Unassigned	-	-	-	(5,978)	-
Total fund balances	<u>786,878</u>	<u>443,703</u>	<u>442,577</u>	<u>(5,978)</u>	<u>1</u>
Total liabilities, deferred inflows and fund balances	<u>\$ 1,109,797</u>	<u>890,636</u>	<u>855,790</u>	<u>-</u>	<u>58,342</u>

Special Revenue Funds

Measure R Highway	Proposition A	Air Quality Plan AB 2766	Park Grant	Landscape Maintenance	Parks Facilities
-	1,173,242	47,579	-	5,932	451,793
-	-	-	-	-	-
-	-	-	-	67	-
191,559	-	6,720	-	-	-
-	-	-	-	-	-
<u>191,559</u>	<u>1,173,242</u>	<u>54,299</u>	<u>-</u>	<u>5,999</u>	<u>451,793</u>
-	9,878	1,250	-	999	-
-	2,176	-	-	-	-
-	-	-	-	-	-
106,537	-	-	-	-	-
<u>106,537</u>	<u>12,054</u>	<u>1,250</u>	<u>-</u>	<u>999</u>	<u>-</u>
191,559	-	-	-	-	-
<u>191,559</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
-	-	-	-	-	-
-	1,161,188	53,049	-	5,000	451,793
-	-	-	-	-	-
-	-	-	-	-	-
(106,537)	-	-	-	-	-
<u>(106,537)</u>	<u>1,161,188</u>	<u>53,049</u>	<u>-</u>	<u>5,000</u>	<u>451,793</u>
<u>191,559</u>	<u>1,173,242</u>	<u>54,299</u>	<u>-</u>	<u>5,999</u>	<u>451,793</u>

CITY OF LOMITA
Non-major Governmental Funds, Continued
Combining Balance Sheet
June 30, 2021

	Special Revenue Funds				
	Park Athletic	Proposition C	Lomita Manor Development	CLEEP	Measure W
<u>ASSETS</u>					
Cash and investments	\$ 79,589	1,958,004	822,911	6,221	118,894
Receivables:					
Accounts	5,363	-	457	-	-
Taxes	-	-	-	-	-
Due from other governments	-	-	-	-	-
Prepaid items	-	-	3,670	-	-
Total assets	\$ 84,952	1,958,004	827,038	6,221	118,894
<u>LIABILITIES</u>					
Accounts payable	\$ 4,361	2,760	39,683	-	12,016
Accrued liabilities	393	-	-	-	-
Deposits payable	-	-	25,819	-	-
Due to other funds	-	-	-	-	-
Total liabilities	4,754	2,760	65,502	-	12,016
<u>DEFERRED IN FLOWS OF RESOURCES</u>					
Unavailable revenue	-	-	-	-	-
Total deferred in flows of resources	-	-	-	-	-
<u>FUND BALANCES</u>					
Nonspendable	-	-	3,670	-	-
Restricted	80,198	-	757,866	6,221	106,878
Committed	-	1,955,244	-	-	-
Assigned	-	-	-	-	-
Unassigned	-	-	-	-	-
Total fund balances	80,198	1,955,244	761,536	6,221	106,878
Total liabilities, deferred inflows and fund balances	\$ 84,952	1,958,004	827,038	6,221	118,894

<u>Capital Projects Funds</u>		
<u>Capital Improvement</u>	<u>Street Improvement</u>	<u>Total Non-major Governmental Funds</u>
184,573	1,820,529	9,451,427
-	-	5,820
-	-	67
-	-	330,684
-	-	3,670
<u>184,573</u>	<u>1,820,529</u>	<u>9,791,668</u>
-	452,264	1,729,033
-	-	8,928
-	-	25,819
-	-	141,740
<u>-</u>	<u>452,264</u>	<u>1,905,520</u>
<u>-</u>	<u>-</u>	<u>191,559</u>
<u>-</u>	<u>-</u>	<u>191,559</u>
-	-	3,670
-	-	3,409,072
-	-	2,841,524
184,573	1,368,265	1,552,838
<u>-</u>	<u>-</u>	<u>(112,515)</u>
<u>184,573</u>	<u>1,368,265</u>	<u>7,694,589</u>
<u>184,573</u>	<u>1,820,529</u>	<u>9,791,668</u>

CITY OF LOMITA
Non-major Governmental Funds
Combining Statement of Revenues, Expenditures and Changes in Fund Balances
For the Year Ended June 30, 2022

	Special Revenue Funds				
	State Gas Tax	Measure M	Measure R	Transportation Development Act	Community Development Block Grant
Revenues:					
Taxes and assessments	\$ 485,800	-	-	-	-
Intergovernmental	414,177	365,258	322,776	13,226	61,320
Licenses and permits	-	-	-	-	-
Charges for services	-	-	-	-	-
Investment income	1,969	1,862	1,859	-	-
Rental income	-	-	-	-	-
Other revenue	7,910	-	-	-	-
Total revenues	909,856	367,120	324,635	13,226	61,320
Expenditures:					
Current:					
Community services	-	-	-	-	-
Public works	537,005	-	17,352	19,204	72,113
Culture and recreation	-	-	-	-	-
Capital outlay	368,742	558,513	523,058	-	-
Total expenditures	905,747	558,513	540,410	19,204	72,113
Excess (deficiency) of revenues over (under) expenditures	4,109	(191,393)	(215,775)	(5,978)	(10,793)
Other financing sources (uses):					
Transfers in	41,324	-	-	-	10,786
Total other financing sources (uses)	41,324	-	-	-	10,786
Net change in fund balances	45,433	(191,393)	(215,775)	(5,978)	(7)
Fund balances (deficit), beginning of year, as restated	741,445	635,096	658,352	-	8
Fund balances (deficit), end of year	\$ 786,878	443,703	442,577	(5,978)	1

Special Revenue Funds

Measure R Highway	Proposition A	Air Quality Plan AB 2766	Park Grant	Landscape Maintenance	Parks Facilities
-	-	-	-	11,463	157,139
-	518,924	26,104	-	-	-
-	-	-	-	-	-
-	9,466	-	-	-	-
-	2,229	108	-	16	867
-	-	-	-	-	-
-	19	-	-	-	-
-	<u>530,638</u>	<u>26,212</u>	<u>-</u>	<u>11,479</u>	<u>158,006</u>
-	124,116	-	-	-	-
-	-	34,209	-	17,160	-
-	-	-	-	-	-
-	-	-	116,126	-	-
-	<u>124,116</u>	<u>34,209</u>	<u>116,126</u>	<u>17,160</u>	<u>-</u>
-	<u>406,522</u>	<u>(7,997)</u>	<u>(116,126)</u>	<u>(5,681)</u>	<u>158,006</u>
-	-	-	36,914	-	-
-	-	-	36,914	-	-
-	406,522	(7,997)	(79,212)	(5,681)	158,006
<u>(106,537)</u>	<u>754,666</u>	<u>61,046</u>	<u>79,212</u>	<u>10,681</u>	<u>293,787</u>
<u>(106,537)</u>	<u>1,161,188</u>	<u>53,049</u>	<u>-</u>	<u>5,000</u>	<u>451,793</u>

CITY OF LOMITA

Non-major Governmental Funds

Combining Statement of Revenues, Expenditures and Changes in Fund Balances, Continued

For the Year ended June 30, 2022

	Special Revenue Funds				
	Park		Lomita Manor		
	Athletic	Proposition C	Development	CLEEP	Measure W
Revenues:					
Taxes and assessments	\$ -	-	-	-	-
Intergovernmental	-	430,437	376,378	-	226,215
Licenses and permits	23,362	-	-	-	-
Charges for services	-	-	-	-	-
Investment income	177	4,092	1,016	14	94
Rental income	-	-	304,013	-	-
Other revenue	30	-	5,019	-	-
Total revenues	<u>23,569</u>	<u>434,529</u>	<u>686,426</u>	<u>14</u>	<u>226,309</u>
Expenditures:					
Current:					
Community services	-	-	562,303	-	-
Public works	-	-	-	-	227,662
Culture and recreation	21,741	-	-	-	-
Capital outlay	-	35,980	-	-	-
Total expenditures	<u>21,741</u>	<u>35,980</u>	<u>562,303</u>	<u>-</u>	<u>227,662</u>
Excess (deficiency) of revenues over (under) expenditures	<u>1,828</u>	<u>398,549</u>	<u>124,123</u>	<u>14</u>	<u>(1,353)</u>
Other financing sources (uses):					
Transfers in	-	-	-	-	-
Total other financing sources (uses)	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net change in fund balances	1,828	398,549	124,123	14	(1,353)
Fund balances (deficit), beginning of year, as restated	<u>78,370</u>	<u>1,556,695</u>	<u>637,413</u>	<u>6,207</u>	<u>108,231</u>
Fund balances (deficit), end of year	<u>\$ 80,198</u>	<u>1,955,244</u>	<u>761,536</u>	<u>6,221</u>	<u>106,878</u>

Capital Projects Funds

<u>Capital Improvement</u>	<u>Street Improvement</u>	<u>Total Non-major Governmental Funds</u>
-	-	654,402
-	-	2,754,815
-	-	23,362
-	-	9,466
480	2,831	17,614
-	-	304,013
-	-	12,978
<u>480</u>	<u>2,831</u>	<u>3,776,650</u>
-	-	686,419
-	-	924,705
-	-	21,741
<u>89,500</u>	<u>566,650</u>	<u>2,258,569</u>
<u>89,500</u>	<u>566,650</u>	<u>3,891,434</u>
<u>(89,020)</u>	<u>(563,819)</u>	<u>(114,784)</u>
<u>-</u>	<u>700,000</u>	<u>789,024</u>
<u>-</u>	<u>700,000</u>	<u>789,024</u>
(89,020)	136,181	674,240
<u>273,593</u>	<u>1,232,084</u>	<u>7,020,349</u>
<u>184,573</u>	<u>1,368,265</u>	<u>7,694,589</u>

CITY OF LOMITA
State Gas Tax Special Revenue Fund
Schedule of Revenue, Expenditures and Changes in Fund Balance - Budget and Actual
For the Year Ended June 30, 2022

	Budget	Actual	Variance with
	Final	Amounts	Final Budget
			Positive
			(Negative)
Revenues:			
Taxes and assessments	\$ 535,719	485,800	(49,919)
Intergovernmental	423,177	414,177	(9,000)
Investment income	10,000	1,969	(8,031)
Other revenue	<u>7,910</u>	<u>7,910</u>	<u>-</u>
Total revenues	<u>976,806</u>	<u>909,856</u>	<u>(66,950)</u>
Expenditures:			
Current:			
Public works	531,252	537,005	(5,753)
Capital outlay	<u>1,149,167</u>	<u>368,742</u>	<u>780,425</u>
Total expenditures	<u>1,680,419</u>	<u>905,747</u>	<u>774,672</u>
Excess (deficiency) of revenues			
over (under) expenditures	<u>(703,613)</u>	<u>4,109</u>	<u>707,722</u>
Other financing sources (uses):			
Transfers in	<u>41,324</u>	<u>41,324</u>	<u>-</u>
Total other financing sources (uses)	<u>41,324</u>	<u>41,324</u>	<u>-</u>
Net change in fund balances	(662,289)	45,433	707,722
Fund balance, beginning of year	<u>741,445</u>	<u>741,445</u>	<u>-</u>
Fund balance, end of year	<u><u>\$ 79,156</u></u>	<u><u>786,878</u></u>	<u><u>707,722</u></u>

CITY OF LOMITA
Measure M Special Revenue Fund
Schedule of Revenue, Expenditures and Changes in Fund Balance - Budget and Actual
For the Year Ended June 30, 2022

	<u>Budget Final</u>	<u>Actual Amounts</u>	Variance with Final Budget Positive (Negative)
Revenues:			
Intergovernmental	\$ 292,580	365,258	72,678
Investment income	<u>5,000</u>	<u>1,862</u>	<u>(3,138)</u>
Total revenues	<u>297,580</u>	<u>367,120</u>	<u>69,540</u>
Expenditures:			
Capital outlay	<u>511,833</u>	<u>558,513</u>	<u>(46,680)</u>
Total expenditures	<u>511,833</u>	<u>558,513</u>	<u>(46,680)</u>
Net change in fund balances	(214,253)	(191,393)	22,860
Fund balance, beginning of year	<u>635,096</u>	<u>635,096</u>	<u>-</u>
Fund balance, end of year	<u>\$ 420,843</u>	<u>443,703</u>	<u>22,860</u>

CITY OF LOMITA
Measure R Special Revenue Fund
Schedule of Revenue, Expenditures and Changes in Fund Balance - Budget and Actual
For the Year Ended June 30, 2022

	Budget	Actual	Variance with
	Final	Amounts	Final Budget
			Positive
			(Negative)
Revenues:			
Intergovernmental	\$ 258,159	322,776	64,617
Investment income	<u>10,000</u>	<u>1,859</u>	<u>(8,141)</u>
Total revenues	<u>268,159</u>	<u>324,635</u>	<u>56,476</u>
Expenditures:			
Current:			
Public works	17,680	17,352	328
Capital outlay	<u>525,338</u>	<u>523,058</u>	<u>2,280</u>
Total expenditures	<u>543,018</u>	<u>540,410</u>	<u>2,608</u>
Net change in fund balances	(274,859)	(215,775)	59,084
Fund balance, beginning of year	<u>658,352</u>	<u>658,352</u>	-
Fund balance, end of year	<u>\$ 383,493</u>	<u>442,577</u>	<u>59,084</u>

CITY OF LOMITA
Transportation Development Act Special Revenue Fund
Schedule of Revenue, Expenditures and Changes in Fund Balance - Budget and Actual
For the Year Ended June 30, 2022

	<u>Budget</u> Final	<u>Actual</u> Amounts	<u>Variance with</u> Final Budget Positive (Negative)
Revenues:			
Intergovernmental	\$ 68,661	13,226	(55,435)
Total revenues	<u>68,661</u>	<u>13,226</u>	<u>(55,435)</u>
Expenditures:			
Current:			
Public works	<u>68,661</u>	<u>19,204</u>	<u>49,457</u>
Total expenditures	<u>68,661</u>	<u>19,204</u>	<u>49,457</u>
Net change in fund balances	-	(5,978)	(5,978)
Fund balance, beginning of year	<u>-</u>	<u>-</u>	<u>-</u>
Fund balance (deficit), end of year	<u>\$ -</u>	<u>(5,978)</u>	<u>(5,978)</u>

CITY OF LOMITA
Community Development Block Grant Special Revenue Fund
Schedule of Revenue, Expenditures and Changes in Fund Balance - Budget and Actual
For the Year Ended June 30, 2022

	Budget	Actual	Variance with
	Final	Amounts	Final Budget
			Positive
			(Negative)
Revenues:			
Intergovernmental	\$ 271,540	61,320	(210,220)
Total revenues	<u>271,540</u>	<u>61,320</u>	<u>(210,220)</u>
Expenditures:			
Current:			
Public works	271,540	72,113	199,427
Total expenditures	<u>271,540</u>	<u>72,113</u>	<u>199,427</u>
Excess (deficiency) of revenues over (under) expenditures	<u>-</u>	<u>(10,793)</u>	<u>(10,793)</u>
Other financing sources (uses):			
Transfers in	10,786	10,786	-
Total other financing sources (uses)	<u>10,786</u>	<u>10,786</u>	<u>-</u>
Net change in fund balances	10,786	(7)	(10,793)
Fund balance, beginning of year	<u>8</u>	<u>8</u>	<u>-</u>
Fund balance, end of year	<u>\$ 10,794</u>	<u>1</u>	<u>(10,793)</u>

CITY OF LOMITA
Proposition A Special Revenue Fund
Schedule of Revenue, Expenditures and Changes in Fund Balance - Budget and Actual
For the Year Ended June 30, 2022

	Budget	Actual	Variance with
	Final	Amounts	Final Budget
			Positive
			(Negative)
Revenues:			
Intergovernmental	\$ 414,976	518,924	103,948
Charges for services	25,000	9,466	(15,534)
Investment income	9,000	2,229	(6,771)
Other revenue	<u>-</u>	<u>19</u>	<u>19</u>
Total revenues	<u>448,976</u>	<u>530,638</u>	<u>81,662</u>
Expenditures:			
Current:			
Community services	<u>124,137</u>	<u>124,116</u>	<u>21</u>
Total expenditures	<u>124,137</u>	<u>124,116</u>	<u>21</u>
Net change in fund balances	324,839	406,522	81,683
Fund balance, beginning of year	<u>754,666</u>	<u>754,666</u>	<u>-</u>
Fund balance, end of year	<u>\$ 1,079,505</u>	<u>1,161,188</u>	<u>81,683</u>

CITY OF LOMITA

Air Quality Plan AB 2766 Special Revenue Fund

**Schedule of Revenue, Expenditures and Changes in Fund Balance - Budget and Actual
For the Year Ended June 30, 2022**

	<u>Budget</u>	<u>Actual</u>	<u>Variance with</u>
	<u>Final</u>	<u>Amounts</u>	<u>Final Budget</u>
			<u>Positive</u>
			<u>(Negative)</u>
Revenues:			
Intergovernmental	\$ 26,000	26,104	104
Investment income	<u>1,000</u>	<u>108</u>	<u>(892)</u>
Total revenues	<u>27,000</u>	<u>26,212</u>	<u>(788)</u>
Expenditures:			
Current:			
Public works	<u>43,545</u>	<u>34,209</u>	<u>9,336</u>
Total expenditures	<u>43,545</u>	<u>34,209</u>	<u>9,336</u>
Net change in fund balances	(16,545)	(7,997)	8,548
Fund balance, beginning of year	<u>61,046</u>	<u>61,046</u>	<u>-</u>
Fund balance, end of year	<u>\$ 44,501</u>	<u>53,049</u>	<u>8,548</u>

CITY OF LOMITA

Park Grant Special Revenue Fund

**Schedule of Revenue, Expenditures and Changes in Fund Balance - Budget and Actual
For the Year Ended June 30, 2022**

	<u>Budget</u>	<u>Actual</u>	Variance with Final Budget Positive (Negative)
	<u>Final</u>	<u>Amounts</u>	<u>(Negative)</u>
Revenues:			
Intergovernmental	\$ -	-	-
Total revenues	<u>-</u>	<u>-</u>	<u>-</u>
Expenditures:			
Capital outlay	<u>120,000</u>	<u>116,126</u>	<u>3,874</u>
Total expenditures	<u>120,000</u>	<u>116,126</u>	<u>3,874</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(120,000)</u>	<u>(116,126)</u>	<u>3,874</u>
Other financing sources (uses):			
Transfers in	<u>36,914</u>	<u>36,914</u>	<u>-</u>
Total other financing sources (uses)	<u>36,914</u>	<u>36,914</u>	<u>-</u>
Net change in fund balances	(83,086)	(79,212)	3,874
Fund balance, beginning of year	<u>79,212</u>	<u>79,212</u>	<u>-</u>
Fund balance (deficit), end of year	<u><u>\$ (3,874)</u></u>	<u><u>-</u></u>	<u><u>3,874</u></u>

CITY OF LOMITA
Landscape Maintenance Special Revenue Fund
Schedule of Revenue, Expenditures and Changes in Fund Balance - Budget and Actual
For the Year Ended June 30, 2022

	<u>Budget</u> Final	<u>Actual</u> Amounts	<u>Variance with</u> Final Budget Positive (Negative)
Revenues:			
Taxes and assessments	\$ 11,738	11,463	(275)
Investment income	<u>-</u>	<u>16</u>	<u>16</u>
Total revenues	<u>11,738</u>	<u>11,479</u>	<u>(259)</u>
Expenditures:			
Current:			
Public works	<u>17,160</u>	<u>17,160</u>	<u>-</u>
Total expenditures	<u>17,160</u>	<u>17,160</u>	<u>-</u>
Net change in fund balances	(5,422)	(5,681)	(259)
Fund balance, beginning of year	<u>10,681</u>	<u>10,681</u>	<u>-</u>
Fund balance (deficit), end of year	<u>\$ 5,259</u>	<u>5,000</u>	<u>(259)</u>

CITY OF LOMITA
Parks Facilities Special Revenue Fund
Schedule of Revenue, Expenditures and Changes in Fund Balance - Budget and Actual
For the Year Ended June 30, 2022

	<u>Budget</u>	<u>Actual</u>	<u>Variance with</u>
	<u>Final</u>	<u>Amounts</u>	<u>Final Budget</u>
			<u>Positive</u>
			<u>(Negative)</u>
Revenues:			
Taxes and assessments	\$ 140,000	157,139	17,139
Investment income	<u>2,500</u>	<u>867</u>	<u>(1,633)</u>
Total revenues	<u>142,500</u>	<u>158,006</u>	<u>15,506</u>
Expenditures:			
Current:			
Cultural and recreation	<u>-</u>	<u>-</u>	<u>-</u>
Total expenditures	<u>-</u>	<u>-</u>	<u>-</u>
Net change in fund balances	142,500	158,006	15,506
Fund balance, beginning of year	<u>293,787</u>	<u>293,787</u>	<u>-</u>
Fund balance, end of year	<u>\$ 436,287</u>	<u>451,793</u>	<u>15,506</u>

CITY OF LOMITA
Park Athletic Special Revenue Fund
Schedule of Revenue, Expenditures and Changes in Fund Balance - Budget and Actual
For the Year Ended June 30, 2022

	Budget	Actual	Variance with
	Final	Amounts	Final Budget
			Positive
			(Negative)
Revenues:			
Licenses and permits	\$ 52,000	23,362	(28,638)
Investment income	2,000	177	(1,823)
Other revenue	<u>2,000</u>	<u>30</u>	<u>(1,970)</u>
Total revenues	<u>56,000</u>	<u>23,569</u>	<u>(32,431)</u>
Expenditures:			
Current:			
Cultural and recreation	<u>41,236</u>	<u>21,741</u>	<u>19,495</u>
Total expenditures	<u>41,236</u>	<u>21,741</u>	<u>19,495</u>
Net change in fund balances	14,764	1,828	(12,936)
Fund balance, beginning of year	<u>78,370</u>	<u>78,370</u>	<u>-</u>
Fund balance, end of year	<u>\$ 93,134</u>	<u>80,198</u>	<u>(12,936)</u>

CITY OF LOMITA
Proposition C Special Revenue Fund
Schedule of Revenue, Expenditures and Changes in Fund Balance - Budget and Actual
For the Year Ended June 30, 2022

	<u>Budget</u>	<u>Actual</u>	<u>Variance with</u>
	<u>Final</u>	<u>Amounts</u>	<u>Final Budget</u>
			<u>Positive</u>
			<u>(Negative)</u>
Revenues:			
Intergovernmental	\$ 344,212	430,437	86,225
Investment income	<u>30,000</u>	<u>4,092</u>	<u>(25,908)</u>
Total revenues	<u>374,212</u>	<u>434,529</u>	<u>60,317</u>
Expenditures:			
Capital outlay	<u>41,220</u>	<u>35,980</u>	<u>5,240</u>
Total expenditures	<u>41,220</u>	<u>35,980</u>	<u>5,240</u>
Net change in fund balances	332,992	398,549	65,557
Fund balance, beginning of year	<u>1,556,695</u>	<u>1,556,695</u>	<u>-</u>
Fund balance, end of year	<u><u>\$ 1,889,687</u></u>	<u><u>1,955,244</u></u>	<u><u>65,557</u></u>

CITY OF LOMITA

Lomita Manor Development Special Revenue Fund

**Schedule of Revenue, Expenditures and Changes in Fund Balance - Budget and Actual
For the Year Ended June 30, 2022**

	Budget	Actual	Variance with
	Final	Amounts	Final Budget
			Positive
			(Negative)
	<u>Final</u>	<u>Amounts</u>	<u>(Negative)</u>
Revenues:			
Intergovernmental	\$ 176,000	376,378	200,378
Investment income	-	1,016	1,016
Rental income	281,088	304,013	22,925
Other revenue	<u>3,960</u>	<u>5,019</u>	<u>1,059</u>
Total revenues	<u>461,048</u>	<u>686,426</u>	<u>225,378</u>
Expenditures:			
Current:			
Community services	<u>562,303</u>	<u>562,303</u>	<u>-</u>
Total expenditures	<u>562,303</u>	<u>562,303</u>	<u>-</u>
Net change in fund balances	(101,255)	124,123	225,378
Fund balance, beginning of year	<u>637,413</u>	<u>637,413</u>	<u>-</u>
Fund balance, end of year	<u><u>\$ 536,158</u></u>	<u><u>761,536</u></u>	<u><u>225,378</u></u>

CITY OF LOMITA
CLEEP Special Revenue Fund
Schedule of Revenue, Expenditures and Changes in Fund Balance - Budget and Actual
For the Year Ended June 30, 2022

	<u>Budget</u> Final	<u>Actual</u> Amounts	<u>Variance with</u> Final Budget Positive (Negative)
Revenues:			
Investment income	\$ 150	14	(136)
Total revenues	<u>150</u>	<u>14</u>	<u>(136)</u>
Expenditures:			
Current:			
Public safety	<u>-</u>	<u>-</u>	<u>-</u>
Total expenditures	<u>-</u>	<u>-</u>	<u>-</u>
Net change in fund balances	150	14	(136)
Fund balance, beginning of year	<u>6,207</u>	<u>6,207</u>	<u>-</u>
Fund balance, end of year	<u>\$ 6,357</u>	<u>6,221</u>	<u>(136)</u>

CITY OF LOMITA
Measure W Special Revenue Fund
Schedule of Revenue, Expenditures and Changes in Fund Balance - Budget and Actual
For the Year Ended June 30, 2022

	<u>Budget</u>	<u>Actual</u>	<u>Variance with</u>
	<u>Final</u>	<u>Amounts</u>	<u>Final Budget</u>
			<u>Positive</u>
			<u>(Negative)</u>
Revenues:			
Intergovernmental	\$ 225,000	226,215	1,215
Investment income	<u> -</u>	<u> 94</u>	<u> 94</u>
Total revenues	<u>225,000</u>	<u>226,309</u>	<u>1,309</u>
Expenditures:			
Current:			
Public works	<u>227,662</u>	<u>227,662</u>	<u> -</u>
Total expenditures	<u>227,662</u>	<u>227,662</u>	<u> -</u>
Net change in fund balances	(2,662)	(1,353)	1,309
Fund balance, beginning of year	<u>108,231</u>	<u>108,231</u>	<u> -</u>
Fund balance, end of year	<u>\$ 105,569</u>	<u>106,878</u>	<u>1,309</u>

CITY OF LOMITA
Capital Improvement Capital Projects Fund
Schedule of Revenue, Expenditures and Changes in Fund Balance - Budget and Actual
For the Year Ended June 30, 2022

	Budget Final	Actual Amounts	Variance with Final Budget Positive (Negative)
	<u> </u>	<u> </u>	<u> </u>
Revenues:			
Investment income	\$ 1,500	480	(1,020)
Total revenues	<u>1,500</u>	<u>480</u>	<u>(1,020)</u>
Expenditures:			
Capital outlay	<u>129,500</u>	<u>89,500</u>	<u>40,000</u>
Total expenditures	<u>129,500</u>	<u>89,500</u>	<u>40,000</u>
Net change in fund balances	(128,000)	(89,020)	38,980
Fund balance, beginning of year	<u>273,593</u>	<u>273,593</u>	<u>-</u>
Fund balance, end of year	<u>\$ 145,593</u>	<u>184,573</u>	<u>38,980</u>

CITY OF LOMITA
Street Improvement Capital Projects Fund
Schedule of Revenue, Expenditures and Changes in Fund Balance - Budget and Actual
For the Year Ended June 30, 2022

	Budget	Actual	Variance with
	Final	Amounts	Final Budget
			Positive
			(Negative)
Revenues:			
Investment income	\$ 15,000	2,831	(12,169)
Total revenues	<u>15,000</u>	<u>2,831</u>	<u>(12,169)</u>
Expenditures:			
Current:			
Public works	25,000	-	25,000
Capital outlay	<u>600,000</u>	<u>566,650</u>	<u>33,350</u>
Total expenditures	<u>625,000</u>	<u>566,650</u>	<u>58,350</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(610,000)</u>	<u>(563,819)</u>	<u>46,181</u>
Other financing sources (uses):			
Transfers in	<u>700,000</u>	<u>700,000</u>	<u>-</u>
Total other financing sources (uses)	<u>700,000</u>	<u>700,000</u>	<u>-</u>
Net change in fund balances	90,000	136,181	46,181
Fund balance, beginning of year	<u>1,232,084</u>	<u>1,232,084</u>	<u>-</u>
Fund balance, end of year	<u>\$ 1,322,084</u>	<u>1,368,265</u>	<u>46,181</u>

FIDUCIARY FUNDS

CITY OF LOMITA
Combining Statement of Fiduciary Net Position
Private Purpose Trust Funds
June 30, 2022

	Railroad Foundation	Tom Rico Memorial	Total
ASSETS			
Current assets:			
Cash and investments	\$ 22,905	2,590	25,495
Receivables:			
Accounts	83	-	83
Total assets	22,988	2,590	25,578
LIABILITIES			
Current liabilities:			
Accounts payable	1,910	1,000	2,910
Accrued liabilities	397	-	397
Total Liabilities	2,307	1,000	3,307
NET POSITION			
Restricted for foundation	20,681	-	20,681
Restricted for memorial	-	1,590	1,590
Total net position	\$ 20,681	1,590	22,271

CITY OF LOMITA
Combining Statement of Changes in Fiduciary Net Position
Private Purpose Trust Funds
For the Year Ended June 30, 2022

	<u>Railroad Foundation</u>	<u>Tom Rico Memorial</u>	<u>Total</u>
ADDITIONS:			
Other revenues	\$ 10,037	2,005	12,042
Total additions	<u>10,037</u>	<u>2,005</u>	<u>12,042</u>
DEDUCTIONS:			
Miscellaneous	<u>10,510</u>	<u>3,500</u>	<u>14,010</u>
Total deductions	<u>10,510</u>	<u>3,500</u>	<u>14,010</u>
Change in net position	(473)	(1,495)	(1,968)
Net position, beginning of year	<u>21,154</u>	<u>3,085</u>	<u>24,239</u>
Net position, end of year	<u>\$ 20,681</u>	<u>1,590</u>	<u>22,271</u>

Statistical Section

This part of the City of Lomita annual comprehensive financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the government's overall financial health.

Contents

Financial Trends

These schedules contain trend information to help the reader understand how the government's financial performance and well-being have changed over time.

Revenue Capacity

These schedules contain information to help the reader assess the government's most significant local revenue source, the property tax.

Debt Capacity

These schedules present information to help the reader assess the affordability of the government's current levels of outstanding debt and the government's ability to issue additional debt in the future.

Demographic and Economic Information

These schedules offer demographic and economic indicators to help the reader understand the environment with in which the government's financial activities take place.

Operating Information

These schedules contain service and infrastructure data to help the reader understand how the information in the government's financial report relates to the services that the government provides and the activities it performs.

Sources: Unless otherwise noted, the information in these schedules is derived from the annual comprehensive financial reports for the relevant year.

City of Lomita
Net Position by Component
Last Ten Fiscal Years
(accrual basis of accounting)

	Fiscal Year				
	2022	2021	2020	2019	2018
Governmental activities:					
Net investment in capital assets	\$ 22,183,927	\$ 20,121,459	\$ 20,331,203	\$ 20,579,331	\$ 19,933,570
Restricted	7,593,689	7,018,655	5,139,262	4,002,512	2,952,055
Unrestricted	<u>(1,553,860)</u>	<u>(3,058,698)</u>	<u>(4,982,190)</u>	<u>(4,384,212)</u>	<u>(4,506,553)</u>
Total governmental activities net position	<u>\$ 28,223,756</u>	<u>\$ 24,081,416</u>	<u>\$ 20,488,275</u>	<u>\$ 20,197,631</u>	<u>\$ 18,379,072</u>
Business-type activities:					
Net investment in capital assets	\$ 20,844,231	\$ 18,200,296	\$ 18,452,593	\$ 17,995,090	\$ 16,255,533
Restricted	-	-	-	-	-
Unrestricted	<u>2,673,936</u>	<u>3,602,880</u>	<u>1,882,888</u>	<u>1,675,608</u>	<u>2,822,396</u>
Total business-type activities net position	<u>\$ 23,518,167</u>	<u>\$ 21,803,176</u>	<u>\$ 20,335,481</u>	<u>\$ 19,670,698</u>	<u>\$ 19,077,929</u>
Primary government:					
Net investment in capital assets	\$ 43,028,158	\$ 38,321,755	\$ 38,783,796	\$ 38,574,421	\$ 36,189,103
Restricted	7,593,689	7,018,655	5,139,262	4,002,512	2,952,055
Unrestricted ⁽¹⁾	<u>1,120,076</u>	<u>544,182</u>	<u>(3,099,302)</u>	<u>(2,708,604)</u>	<u>(1,684,157)</u>
Total primary government net position	<u>\$ 51,741,923</u>	<u>\$ 45,884,592</u>	<u>\$ 40,823,756</u>	<u>\$ 39,868,329</u>	<u>\$ 37,457,001</u>

⁽¹⁾ GASB 75 was implemented June 30, 2018. The recording of the City's net OPEB liability resulted in a negative unrestricted net asset balance.

Fiscal Year					
2017	2016	2015	2014	2013	
\$ 17,033,665	\$ 18,274,572	\$ 18,192,046	\$ 17,423,028	\$ 16,117,031	
2,641,909	3,676,616	3,354,468	3,516,178	3,749,288	
<u>(969,590)</u>	<u>(726,465)</u>	<u>(621,965)</u>	<u>3,431,164</u>	<u>3,680,676</u>	
<u>\$ 18,705,984</u>	<u>\$ 21,224,723</u>	<u>\$ 20,924,549</u>	<u>\$ 24,370,370</u>	<u>\$ 23,546,995</u>	
\$ 15,480,584	\$ 16,158,075	\$ 15,498,223	\$ 15,313,322	\$ 14,698,904	
-	175,847	678,501	678,500	678,499	
<u>3,088,795</u>	<u>2,553,377</u>	<u>2,472,870</u>	<u>3,675,085</u>	<u>4,220,830</u>	
<u>\$ 18,569,379</u>	<u>\$ 18,887,299</u>	<u>\$ 18,649,594</u>	<u>\$ 19,666,907</u>	<u>\$ 19,598,233</u>	
\$ 32,514,249	\$ 34,432,647	\$ 33,690,269	\$ 32,736,350	\$ 30,815,935	
2,641,909	3,852,463	4,032,969	4,194,678	4,427,787	
<u>2,119,205</u>	<u>1,826,912</u>	<u>1,850,905</u>	<u>7,106,249</u>	<u>7,901,506</u>	
<u>\$ 37,275,363</u>	<u>\$ 40,112,022</u>	<u>\$ 39,574,143</u>	<u>\$ 44,037,277</u>	<u>\$ 43,145,228</u>	

City of Lomita
Changes in Net Position
Last Ten Fiscal Years
(accrual basis of accounting)

	Fiscal Year				
	2022	2021	2020	2019	2018
Expenses:					
Governmental activities:					
General government	\$ 4,615,742	\$ 3,516,508	\$ 3,097,344	\$ 4,488,587	\$ 4,078,593
Public safety	4,385,150	4,122,368	3,843,357	3,633,645	3,549,113
Public works	1,557,665	2,345,393	1,830,924	1,496,818	1,850,296
Community development	985,098	720,677	691,477	683,449	878,350
Community services	701,673	713,824	861,971	920,398	926,762
Culture and Recreation	1,731,965	1,127,697	1,365,464	1,124,928	1,388,433
Total governmental activities expenses	<u>13,977,293</u>	<u>12,546,467</u>	<u>11,690,537</u>	<u>12,347,825</u>	<u>12,671,547</u>
Business-type activities:					
Water Enterprise Operating Expenses	7,011,399	6,746,049	7,196,441	6,025,969	5,816,026
Total business-type activities expenses	<u>7,011,399</u>	<u>6,746,049</u>	<u>7,196,441</u>	<u>6,025,969</u>	<u>5,816,026</u>
Total primary government expenses	<u>20,988,692</u>	<u>19,292,516</u>	<u>18,886,978</u>	<u>18,373,794</u>	<u>18,487,573</u>
Program revenues:					
Governmental activities:					
Charges for services:					
General government	160,000	60,000	60,000	60,000	60,000
Public safety	600,451	392,639	473,892	441,691	386,780
Public works	201,162	210,123	233,172	228,755	224,714
Community development	1,375,786	2,418,941	811,739	1,612,396	992,241
Community services	313,479	310,261	330,030	324,675	299,478
Cultural and Recreation	381,421	197,198	197,254	340,053	430,563
Operating grants and contributions	5,347,576	3,100,247	2,320,210	2,910,425	2,221,458
Capital grants and contributions	621,557	526,724	531,777	516,581	713,374
Total governmental activities program revenues	<u>9,001,432</u>	<u>7,216,133</u>	<u>4,958,074</u>	<u>6,434,576</u>	<u>5,328,608</u>
Business-type activities:					
Charges for services:					
Water	6,344,367	6,433,700	6,023,257	5,629,363	5,330,322
Operating grants and contributions	-	-	-	-	-
Capital grants and contributions	-	-	-	-	-
Total business-type activities program revenues	<u>6,344,367</u>	<u>6,433,700</u>	<u>6,023,257</u>	<u>5,629,363</u>	<u>5,330,322</u>
Total primary government program revenues	<u>15,345,799</u>	<u>13,649,833</u>	<u>10,981,331</u>	<u>12,063,939</u>	<u>10,658,930</u>
Net revenues (expenses):					
Governmental activities	(4,975,861)	(5,330,334)	(6,732,463)	(5,913,249)	(7,342,939)
Business-type activities	(667,032)	(312,349)	(1,173,184)	(396,606)	(485,704)
Total net revenues (expenses)	<u>(5,642,893)</u>	<u>(5,642,683)</u>	<u>(7,905,647)</u>	<u>(6,309,855)</u>	<u>(7,828,643)</u>

		Fiscal Year							
		2017	2016	2015	2014	2013			
\$	3,507,091	\$	3,123,342	\$	2,899,057	\$	3,098,164	\$	3,394,294
	3,309,683		3,108,606		3,016,259		3,110,281		2,968,882
	2,028,211		1,440,942		868,679		1,154,889		1,060,021
	763,932		816,396		732,230		870,304		714,681
	1,480,018		861,319		1,177,247		911,817		952,770
	1,199,067		1,196,613		1,205,707		1,162,065		803,562
	<u>12,288,002</u>		<u>10,547,218</u>		<u>9,899,179</u>		<u>10,307,520</u>		<u>9,894,210</u>
	<u>5,221,613</u>		<u>4,938,566</u>		<u>4,982,663</u>		<u>5,064,405</u>		<u>5,136,123</u>
	<u>5,221,613</u>		<u>4,938,566</u>		<u>4,982,663</u>		<u>5,064,405</u>		<u>5,136,123</u>
	<u>17,509,615</u>		<u>15,485,784</u>		<u>14,881,842</u>		<u>15,371,925</u>		<u>15,030,333</u>
	60,000		60,000		60,000		61,281		60,000
	373,933		364,735		377,159		297,550		318,850
	193,363		211,337		189,668		402,407		91,857
	846,262		1,075,688		1,413,611		1,159,824		789,105
	314,290		306,110		267,026		267,952		254,750
	368,800		334,994		261,195		236,828		199,132
	2,194,576		1,516,695		1,831,908		1,481,169		1,907,148
	779,612		328,664		417,909		982,808		225,288
	<u>5,130,836</u>		<u>4,198,223</u>		<u>4,818,476</u>		<u>4,889,819</u>		<u>3,846,130</u>
	4,789,815		4,435,449		4,594,551		4,566,793		4,258,907
	-		-		-		-		-
	<u>-</u>		<u>-</u>		<u>-</u>		<u>-</u>		<u>-</u>
	<u>4,789,815</u>		<u>4,435,449</u>		<u>4,594,551</u>		<u>4,566,793</u>		<u>4,258,907</u>
	<u>9,920,651</u>		<u>8,633,672</u>		<u>9,413,027</u>		<u>9,456,612</u>		<u>8,105,037</u>
	(7,157,166)		(6,348,995)		(5,080,703)		(5,417,701)		(6,048,080)
	(431,798)		(503,117)		(388,112)		(497,612)		(877,216)
	<u>(7,588,964)</u>		<u>(6,852,112)</u>		<u>(5,468,815)</u>		<u>(5,915,313)</u>		<u>(6,925,296)</u>

City of Lomita
Changes in Net Position, Continued
Last Ten Fiscal Years
(accrual basis of accounting)

	Fiscal Year				
	2022	2021	2020	2019	2018
General revenues and other changes in net position:					
Governmental activities:					
Taxes:					
Property taxes	1,990,207	1,893,942	1,776,468	1,639,059	1,657,387
Sales tax	5,040,048	2,637,134	1,884,061	2,011,963	1,769,925
Transient occupancy taxes	133,484	198,839	148,228	185,632	180,278
Refuse Tax	327,045	303,799	285,240	267,502	258,776
Business Licence Tax	688,309	630,812	650,737	652,617	617,755
Franchise Taxes	384,293	368,062	350,249	347,479	345,511
Other taxes	75,521	283,986	50,165	54,910	51,760
Motor vehicle in lieu, unrestricted	2,633,390	2,520,716	2,390,550	2,263,193	2,142,009
Investment income (loss)	(915,599)	13,242	202,981	167,410	(40,487)
Other general revenues	31,015	72,943	84,428	143,293	33,113
Gain on sales of property	-	-	-	-	-
Transfers	<u>(1,269,512)</u>	<u>-</u>	<u>(800,000)</u>	<u>-</u>	<u>-</u>
Total governmental activities	<u>9,118,201</u>	<u>8,923,475</u>	<u>7,023,107</u>	<u>7,733,058</u>	<u>7,016,027</u>
Business-type activities:					
Investment income	10,472	7,720	73,877	78,302	10,737
Other	1,102,039	1,772,324	964,090	911,073	983,517
Transfers	<u>1,269,512</u>	<u>-</u>	<u>800,000</u>	<u>-</u>	<u>-</u>
Total business-type activities	<u>2,382,023</u>	<u>1,780,044</u>	<u>1,837,967</u>	<u>989,375</u>	<u>994,254</u>
Total primary government	<u>11,500,224</u>	<u>10,703,519</u>	<u>8,861,074</u>	<u>8,722,433</u>	<u>8,010,281</u>
Changes in net position					
Governmental activities	4,142,340	3,593,141	290,644	1,819,809	(326,912)
Business-type activities	<u>1,714,991</u>	<u>1,467,695</u>	<u>664,783</u>	<u>592,769</u>	<u>508,550</u>
Total primary government	<u>\$ 5,857,331</u>	<u>\$ 5,060,836</u>	<u>\$ 955,427</u>	<u>\$ 2,412,578</u>	<u>\$ 181,638</u>

Fiscal Year				
2017	2016	2015	2014	2013
1,523,888	1,748,361	1,807,043	1,840,685	1,881,746
1,625,596	1,474,499	1,289,649	1,336,438	1,332,490
178,239	150,091	133,642	122,510	126,700
253,270	243,783	242,841	235,523	230,116
544,333	550,167	584,131	505,590	493,867
335,077	400,033	357,134	360,228	361,385
16,000	4,000	20,550	7,000	4,000
2,038,861	1,939,675	1,842,511	1,762,032	1,709,397
7,322	138,154	67,806	60,760	45,982
341,477	406	11,226	10,310	16,227
-	-	-	-	-
<u>2,733</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>6,866,796</u>	<u>6,649,169</u>	<u>6,356,533</u>	<u>6,241,076</u>	<u>6,201,910</u>
9,563	7,447	4,128	5,035	9,682
827,067	733,375	871,796	750,446	651,373
<u>(2,733)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>833,897</u>	<u>740,822</u>	<u>875,924</u>	<u>755,481</u>	<u>661,055</u>
<u>7,700,693</u>	<u>7,389,991</u>	<u>7,232,457</u>	<u>6,996,557</u>	<u>6,862,965</u>
(290,370)	300,174	1,275,830	823,375	153,830
<u>402,099</u>	<u>237,705</u>	<u>487,812</u>	<u>257,869</u>	<u>(216,161)</u>
<u>\$ 111,729</u>	<u>\$ 537,879</u>	<u>\$ 1,763,642</u>	<u>\$ 1,081,244</u>	<u>\$ (62,331)</u>

City of Lomita
Fund Balances of Governmental Funds
Last Ten Fiscal Years
(modified accrual basis of accounting)

	Fiscal Year				
	2022	2021	2020	2019	2018
General fund:					
Nonspendable	\$ 28,777	\$ 25,095	\$ 24,561	\$ 22,444	\$ 20,384
Committed	85,744	85,744	85,744	85,744	89,343
Assigned	7,334,625	6,304,510	5,591,510	5,853,930	5,274,835
Unassigned	<u>1,105,086</u>	<u>1,098,165</u>	<u>980,273</u>	<u>980,422</u>	<u>1,002,484</u>
Total general fund	<u>8,554,232</u>	<u>7,513,514</u>	<u>6,682,088</u>	<u>6,942,540</u>	<u>6,387,046</u>
All other governmental funds:					
Nonspendable	3,670	3,332	4,095	5,016	3,053
Restricted	3,409,072	2,767,734	1,879,238	1,382,246	987,480
Committed	2,841,524	2,850,143	2,400,803	1,777,503	1,229,487
Assigned	1,552,838	1,505,677	855,145	837,747	746,778
Unassigned	<u>857,321</u>	<u>(106,537)</u>	<u>(266,125)</u>	<u>(10,268)</u>	<u>(505,587)</u>
Total all other governmental funds	<u>8,664,425</u>	<u>7,020,349</u>	<u>4,873,156</u>	<u>3,992,244</u>	<u>2,461,211</u>
Grand Total	17,218,657	14,533,863	11,555,244	10,934,784	8,848,257

Fiscal Year				
2017	2016	2015	2014	2013
\$ 18,896	\$ 499,516	\$ 281,510	\$ 354,869	\$ 356,719
89,343	104,132	22,500	-	-
5,180,075	4,986,341	4,111,396	3,885,436	4,296,698
<u>1,544,373</u>	<u>789,516</u>	<u>1,516,969</u>	<u>832,656</u>	<u>292,226</u>
<u>6,832,687</u>	<u>6,379,505</u>	<u>5,932,375</u>	<u>5,072,961</u>	<u>4,945,643</u>
6,185	1,130	1,227	1,376	2,394
602,516	1,151,250	1,137,673	1,727,257	1,383,207
1,192,592	1,318,552	1,548,912	-	-
877,480	1,210,815	843,681	1,908,056	2,564,065
<u>(375,303)</u>	<u>(2,785)</u>	<u>(177,025)</u>	<u>(120,511)</u>	<u>(200,378)</u>
<u>2,303,470</u>	<u>3,678,962</u>	<u>3,354,468</u>	<u>3,516,178</u>	<u>3,749,288</u>
9,136,157	10,058,467	9,286,843	8,589,139	8,694,931

City of Lomita
Changes in Fund Balances of Governmental Funds
Last Ten Fiscal Years
(modified accrual basis of accounting)

	Fiscal Year				
	2022	2021	2020	2019	2018
Revenues:					
Taxes and assessments	\$ 9,293,309	\$ 6,922,990	\$ 5,619,851	\$ 5,578,097	\$ 5,390,929
Intergovernmental	8,392,801	5,788,221	4,784,452	5,808,278	4,604,060
Licenses and permits	1,315,005	2,428,326	886,378	1,768,927	1,150,494
Charges for services	9,466	7,824	20,390	26,937	25,384
Fines and forfeitures	619,001	394,939	496,842	463,291	444,580
Investment income (loss)	(899,406)	23,839	321,521	247,567	(31,440)
Rental income	537,171	493,144	521,382	527,172	511,890
Other	120,377	76,341	126,436	233,783	95,697
Total revenues	<u>19,387,724</u>	<u>16,135,624</u>	<u>12,777,252</u>	<u>14,654,052</u>	<u>12,191,594</u>
Expenditures					
Current:					
General government	3,654,560	2,909,752	2,738,871	3,803,130	3,047,279
Community development	914,687	685,949	663,348	656,309	857,609
Community services	686,419	691,979	840,928	901,046	908,870
Public works	1,371,232	1,345,083	1,194,563	1,058,516	1,047,337
Public safety	4,371,832	4,119,547	3,842,231	3,632,226	3,549,113
Cultural and recreation	1,551,436	1,096,712	1,353,101	1,109,354	1,388,433
Capital outlay	2,285,223	907,943	532,191	1,205,694	1,608,353
Debt service:					
Principal retirement	3,823	-	-	-	-
Interest and fiscal charges	-	-	-	-	-
Total expenditures	<u>14,839,212</u>	<u>11,756,965</u>	<u>11,165,233</u>	<u>12,366,275</u>	<u>12,406,994</u>
Excess (deficiency) of revenues over (under) expenditures	<u>4,548,512</u>	<u>4,378,659</u>	<u>1,612,019</u>	<u>2,287,777</u>	<u>(215,400)</u>
Other financing sources (uses):					
Transfers in	980,164	923,260	12,000	338,343	357,616
Transfers out	(2,862,606)	(2,323,260)	(812,000)	(538,343)	(430,116)
Proceeds from leases	18,724	-	-	-	-
Issuance of bonds	-	-	-	-	-
Payment to bond escrow agent	-	-	-	-	-
Total other financing sources (uses)	<u>(1,863,718)</u>	<u>(1,400,000)</u>	<u>(800,000)</u>	<u>(200,000)</u>	<u>(72,500)</u>
Net change in fund balances	<u>2,684,794</u>	<u>2,978,659</u>	<u>812,019</u>	<u>2,087,777</u>	<u>(287,900)</u>

		Fiscal Year							
		2017	2016	2015	2014	2013			
\$	4,929,177	\$	5,036,023	\$	5,100,944	\$	5,050,191	\$	4,941,989
	3,713,536		3,715,286		3,485,555		3,914,285		3,168,952
	1,054,795		1,250,947		1,558,515		1,356,968		963,438
	20,210		19,571		20,628		20,051		19,832
	376,733		372,735		387,659		297,550		318,850
	20,354		147,297		72,312		67,288		53,994
	489,831		514,200		444,488		430,481		310,054
	756,655		62,772		59,673		62,136		38,441
	<u>11,361,291</u>		<u>11,118,831</u>		<u>11,129,774</u>		<u>11,198,950</u>		<u>9,815,550</u>
	2,687,690		2,735,363		2,553,174		2,694,870		3,044,973
	745,442		799,282		722,548		849,720		695,333
	1,464,068		846,556		1,168,895		894,060		936,080
	1,072,359		925,359		783,041		747,972		697,504
	3,309,683		3,108,606		3,016,259		3,110,281		2,968,882
	1,199,067		1,196,613		1,205,707		1,162,065		803,562
	1,768,025		710,564		927,446		1,820,774		335,348
	-		-		-		-		-
	<u>-</u>		<u>-</u>		<u>-</u>		<u>-</u>		<u>-</u>
	<u>12,246,334</u>		<u>10,322,343</u>		<u>10,377,070</u>		<u>11,279,742</u>		<u>9,481,682</u>
	(885,043)		796,488		752,704		(80,792)		333,868
	135,490		339,569		317,553		467,221		244,848
	(172,757)		(439,569)		(372,553)		(492,221)		(344,848)
	-		-		-		-		-
	-		-		-		-		-
	<u>-</u>		<u>-</u>		<u>-</u>		<u>-</u>		<u>-</u>
	<u>(37,267)</u>		<u>(100,000)</u>		<u>(55,000)</u>		<u>(25,000)</u>		<u>(100,000)</u>
	<u>(922,310)</u>		<u>696,488</u>		<u>697,704</u>		<u>(105,792)</u>		<u>233,868</u>

City of Lomita
Assessed Value and Estimated Actual Value of Taxable Property
Last Ten Fiscal Years

Fiscal Year Ended June 30	City			Taxable Assessed Value	Percent Change	Parcel Counts				Total Direct Tax Rate
	Secured	Unsecured	Less: Exemptions ¹			Residential	Income	Industrial	Total	
2012/13	1,767,489,542	33,311,686		1,800,801,228	2.39%	4,577	480	16	5,060	0.10263%
2013/14	1,835,389,728	30,658,161		1,866,047,889	3.62%	4,581	475	16	5,072	0.10263%
2014/15	1,909,903,891	32,194,065		1,942,097,956	4.08%	4,583	473	16	5,072	0.10263%
2015/16	2,014,069,980	31,249,739		2,045,319,719	5.31%	4,579	477	16	5,072	0.10263%
2016/17	2,117,244,522	32,349,456		2,149,593,978	5.10%	4,580	477	15	5,072	0.10263%
2017/18	2,225,454,844	31,629,569		2,257,084,413	5.00%	4,580	475	15	5,070	0.10263%
2018/19	2,351,141,143	35,125,603		2,386,266,746	5.72%	4,598	475	14	5,087	0.10263%
2019/20	2,520,927,188	35,884,762		2,556,811,950	7.15%	4,602	470	14	5,086	0.10263%
2020/21	2,665,742,123	36,097,437		2,701,839,560	5.67%	4,613	473	14	5,100	0.10263%
2021/22	2,729,191,737	34,661,192		2,763,852,929	2.30%	4,632	473	14	5,119	0.10263%

In 1978 the voters of the State of California passed Proposition 13 which limited property taxes to a total maximum rate of 1% based upon the assessed value of the property being taxed. Each year, the assessed value of property may be increased by an "inflation factor" (limited to a maximum increase of 2%). With few exceptions, property is only re-assessed at the time that it is sold to a new owner. At that point, the new assessed value is reassessed at the purchase price of the property sold. The assessed valuation data shown above represents the only data currently available with respect to the actual market value of taxable property and is subject to the limitations described above.

Source: HdL, Coren & Cone
 County of Los Angeles, Auditor-Controller Office/Tax Division

City of Lomita
Direct and Overlapping Property Tax Rates
(Rate per \$100 of assessed value)
Last Ten Fiscal Years

	Fiscal Year									
	2022	2021	2020	2019	2018	2017	2016 ⁽²⁾	2015	2014	2013
City Direct Rates:										
City Lomita Tax District 1	0.066600	0.066600	0.066600	0.066600	0.066600	0.066550	0.066550	0.066550	0.066550	0.066550
Lomita Waterworks	<u>0.036100</u>	<u>0.036100</u>	<u>0.036100</u>	<u>0.036100</u>	<u>0.036100</u>	<u>0.036080</u>	<u>0.036080</u>	<u>0.036080</u>	<u>0.036080</u>	<u>0.036080</u>
Total City Direct Rate	0.102700	0.102700	0.102700	0.102700	0.102700	0.102630	0.102630	0.102630	0.102630	0.102630
LA County General	0.214700	0.214700	0.214700	0.214700	0.214700	0.214700	0.214700	0.214700	0.214700	0.214700
LA County Other	0.209050	0.209050	0.209050	0.209050	0.209050	0.209110	0.209110	0.209110	0.209110	0.209110
Water Replenishment S.C.	0.000160	0.000160	0.000160	0.000160	0.000160	0.000160	0.000160	0.000160	0.000160	0.000160
LA Sanitary District	0.011090	0.011090	0.011090	0.011090	0.011090	0.011090	0.011090	0.011090	0.011090	0.011090
LA Unified School District	0.207800	0.207800	0.207800	0.207800	0.207800	0.207830	0.207830	0.207830	0.207830	0.207830
Educational Revenue Augmentation Fund	0.204800	0.204800	0.204800	0.204800	0.204800	0.204800	0.204800	0.204800	0.204800	0.204800
LA Community College	0.028200	0.028200	0.028200	0.028200	0.028200	0.028200	0.028200	0.028200	0.028200	0.028200
LA County Library	0.021500	0.021500	0.021500	0.021500	0.021500	0.021480	0.021480	0.021480	0.021480	0.021480
Total Prop 13 Rate	1.000000	1.000000	1.000000	1.000000	1.000000	1.000000	1.000000	1.000000	1.000000	1.000000
Overlapping Rates:										
LA County Bonds	0.043760	0.040160	0.027170	0.046210	0.045990	0.035960	0.035750	0.040170	0.044540	0.037560
LA County Storm Drain	-	-	-	-	-	-	-	-	-	-
LA Unified School Bonds	0.113230	0.139930	0.125520	0.123230	0.122190	0.131100	0.129710	0.146880	0.146440	0.186800
Palos Verdes Peninsula	-	-	-	-	-	-	-	0.023290	0.023110	0.024100
West Basin MWD	0.003500	0.003500	0.003500	0.003500	0.003500	0.003500	0.003500	0.003500	0.003500	0.003500
Voter Approved Rate	<u>0.160490</u>	<u>0.183590</u>	<u>0.156190</u>	<u>0.172940</u>	<u>0.171680</u>	<u>0.170560</u>	<u>0.168960</u>	<u>0.213840</u>	<u>0.217590</u>	<u>0.251960</u>
Total Tax Rate	<u>1.160490</u>	<u>1.183590</u>	<u>1.156190</u>	<u>1.172940</u>	<u>1.171680</u>	<u>1.170560</u>	<u>1.168960</u>	<u>1.213840</u>	<u>1.217590</u>	<u>1.251960</u>

In 1978, California voters passed Proposition 13 which sets the property tax rate at a 1.00% fixed amount. This 1.00% is shared by all taxing agencies for which the subject property resides within. In addition to the 1.00% fixed amount, property owners are charged taxes as a percentage of assessed property values for the payment of the Los Angeles Unified School District bonds.

Source: L.A. County Assessor 2012/13-2021/22 Tax Rate Table, HdL, Coren & Cone

**City of Lomita
Principal Property Owners
Current Year and Prior Year
Top Ten**

Taxpayer	Parcels	Use	2021/22		2020/21	
			Taxable Assessed Value	Percent of Total City Taxable Assessed Value	Taxable Assessed Value	Percent of Total City Taxable Assessed Value
Weiss Investment Properties LP	2	r	18,216,909	0.66%	18,030,196	0.72%
Sabra Lomita LP	1	i	18,195,900	0.66%	18,009,324	0.72%
Spectrum Pacific West LLC	4	u	14,905,555	0.54%	14,128,982	0.56%
BRFI Lomita LLC	4	c	12,922,711	0.47%	11,044,308	0.44%
Vista Verde Center LLC	1	c	11,542,352	0.42%	-	0.00%
Lomita & Crenshaw Acquisition	5	c	11,452,584	0.41%	11,335,157	0.45%
JCM Homes LLC	21	r	10,399,298	0.38%	-	0.00%
Spencer Plaza LLC	10	r	9,382,272	0.34%	9,286,080	0.37%
P and I Enterprise LLC	1	c	9,093,240	0.33%	-	0.00%
Nextgen Viana LLC	1	r	8,690,176	0.31%	-	0.00%
Top Ten Totals			<u>124,800,997</u>	<u>4.52%</u>	<u>81,834,047</u>	<u>3.25%</u>
City Totals			\$ 2,763,852,929		\$ 2,514,269,367	
USE:						
<i>Commercial</i>		c				
<i>Institutional</i>		i				
<i>Residential</i>		r				
<i>Unsecured</i>		u				
<i>Vacant</i>		v				

Source: L.A. County Assessor 2021/22 Combined Tax Rolls and the SBE Non Unitary Tax Roll, HdL, Coren & Cone

City of Lomita
Property Tax Levies and Collections
Last Ten Fiscal Years

Fiscal Year Ended June 30	Taxes Levied for the Fiscal Year	Collected within the Fiscal Year of Levy		Collections in Subsequent Years	Total Collections to Date	
		Amount	Percent of Levy		Amount	Percent of Levy
2013	1,792,841	60,484	3.37%	183,720	244,204	13.62%
2014	1,815,291	51,992	2.86%	138,221	190,213	10.48%
2015	1,945,923	61,109	3.14%	136,902	198,011	10.18%
2016	2,056,573	69,970	3.40%	136,059	206,028	10.02%
2017	2,158,376	89,443	4.14%	85,746	175,188	8.12%
2018	2,279,687	110,520	4.85%	86,460	196,980	8.64%
2019	2,361,888	81,748	3.46%	89,503	171,251	7.25%
2020	2,550,889 ⁽¹⁾	106,504	4.18%	88,844	195,348	7.66%
2021	2,702,917	113,995	4.22%	98,421	212,416	7.86%
2022	2,803,540	181,539	6.48%	105,687	287,226	10.25%

NOTE: The amounts presented include City property taxes and Redevelopment Agency tax increment. This schedule also includes amounts collected by the City and Redevelopment Agency that were passed-through to other agencies.

⁽¹⁾ Correction for fiscal year 2020

Source: Los Angeles County Auditor Controller's Office

City of Lomita
Ratios of Outstanding Debt by Type
Last Ten Fiscal Years

Fiscal Year Ended June 30	Governmental Activities					Total Governmental Activities
	Tax	Revenue	Pension	Certificates		
	Allocation	Bonds	Obligation	of		
	Bonds	Bonds	Ref Bonds	Participation	Other	
2013	n/a	n/a	n/a	n/a	n/a	-
2014	n/a	n/a	n/a	n/a	n/a	-
2015	n/a	n/a	n/a	n/a	n/a	-
2016	n/a	n/a	n/a	n/a	n/a	-
2017	n/a	n/a	n/a	n/a	n/a	-
2018	n/a	n/a	n/a	n/a	n/a	-
2019	n/a	n/a	n/a	n/a	n/a	-
2020	n/a	n/a	n/a	n/a	n/a	-
2021	n/a	n/a	n/a	n/a	n/a	-
2022	n/a	n/a	n/a	n/a	n/a	-

Notes: Details regarding the City's outstanding debt can be found in the notes to the financial statements.
 In July 2021, the City refunded the 2016 Water Revenue Refunding Bonds with a Private Placement Loan in the amount of \$6,081,000

⁽¹⁾ Net of discount

Business-type Activities					
Certificates of Participation ⁽¹⁾	Other	Total Business-type Activities	Total Primary Government	Percentage of Personal Income	Debt per Capita
6,909,726	n/a	6,909,726	6,909,726	8.48%	340
6,757,536	n/a	6,757,536	6,757,536	8.83%	331
6,600,347	n/a	6,600,347	6,600,347	9.01%	323
7,200,000	n/a	7,200,000	7,200,000	8.16%	355
6,985,000	n/a	6,985,000	6,985,000	8.82%	342
6,750,000	n/a	6,750,000	6,750,000	9.90%	326
6,505,000	n/a	6,505,000	6,505,000	10.62%	314
6,255,000	n/a	6,255,000	6,255,000	12.34%	304
5,995,000	n/a	5,995,000	5,995,000	13.05%	293
5,744,000	n/a	5,744,000	5,744,000	13.54%	291

City of Lomita
Legal Debt Margin Information
Last Ten Fiscal Years (in thousands of dollars)

	2022	2021	2020	2019	2018
Assessed valuation	\$ 2,763,852,929	\$ 2,653,562,437	\$ 2,514,269,367	\$ 2,386,266,746	\$ 2,257,084,413
Conversion percentage	25.00%	25.00%	25.00%	25.00%	25.00%
Adjusted assessed valuation	690,963,232	663,390,609	628,567,342	596,566,687	564,271,103
Debt limit percentage	15.00%	15.00%	15.00%	15.00%	15.00%
Debt limit	103,644,485	99,508,591	94,285,101	89,485,003	84,640,665
Total net dept applicable to limit:					
General obligation bonds	-	-	-	-	-
Legal debt margin	\$ 103,644,485	\$ 99,508,591	\$ 94,285,101	\$ 89,485,003	\$ 84,640,665
Total net debt applicable to the limit as a percent of debt limit	0%	0%	0%	0%	0%
Lomita Long Term Debt outstanding:	5,744,000	5,995,000	6,255,000	6,505,000	6,750,000
Debt per capita:	278.39	293.43	304.44	313.71	325.85
Debt as a percentage of personal income:	13.54%	13.05%	12.34%	10.62%	9.90%

Section 43605 of the Government Code of the State of California provides for a legal debt limit of 15% of gross assessed valuation. However, this provision was enacted when assessed valuation was based upon 25% OF MARKET VALUE. Effective with 1981-82 fiscal year, each parcel is now assessed at 100% of market value (as of the most recent change in ownership for that parcel). The Computations shown above reflect a conversion of assessed valuation data for each fiscal year from current full valuation perspective to the 25% level that was in effect at the time the legal debt margin was enacted by the State of California for local governments located within the State.

In July 2021, the City refunded the 2016 Water Revenue Refunding Bonds with a Private Placement Loan in the amount of \$6,081,000

2017	2016	2015	2014	2013
\$ 2,149,593,978	\$ 2,045,319,719	\$ 1,942,097,956	\$ 1,866,047,889	\$ 1,800,801,228
25.00%	25.00%	25.00%	25.00%	25.00%
537,398,495	511,329,930	485,524,489	466,511,972	450,200,307
15.00%	15.00%	15.00%	15.00%	15.00%
80,609,774	76,699,489	72,828,673	69,976,796	67,530,046
-	-	-	-	-
\$ 80,609,774	\$ 76,699,489	\$ 72,828,673	\$ 69,976,796	\$ 67,530,046
0%	0%	0%	0%	0%
6,985,000	7,200,000	6,665,000	6,825,000	6,980,000
342.35	354.85	322.92	330.83	340.22
8.82%	8.16%	9.01%	8.83%	8.48%

City of Lomita
Pledged Revenue Coverage
Last Ten Years

Fiscal Year Ended June 30	Certificates of Participation							Coverage
	Water Revenue*	Less Operating Expenses**	Net Available Revenue	Debt Service		Total		
				Principal	Interest			
2013	\$ 4,919,962	\$ 4,290,039	\$ 629,923	\$ 150,000	\$ 350,713	\$ 500,713	1.26	
2014	\$ 5,317,239	\$ 4,254,309	\$ 1,062,930	\$ 155,000	\$ 344,713	\$ 499,713	2.13	
2015	\$ 5,466,347	\$ 4,080,838	\$ 1,385,509	\$ 160,000	\$ 338,513	\$ 498,513	2.78	
2016	\$ 5,168,824	\$ 4,032,400	\$ 1,136,424	\$ 170,000	\$ 332,113	\$ 502,113	2.26	
2017	\$ 5,616,882	\$ 4,321,380	\$ 1,295,502	\$ 215,000	\$ 251,550	\$ 466,550	2.78	
2018	\$ 6,313,840	\$ 4,858,095	\$ 1,455,744 ⁽¹⁾	\$ 235,000	\$ 227,013	\$ 462,013	3.15	
2019	\$ 6,540,437	\$ 5,063,714	\$ 1,476,723	\$ 245,000	\$ 219,375	\$ 464,375	3.18	
2020	\$ 6,921,842	\$ 5,486,250	\$ 1,435,593 ⁽²⁾	\$ 250,000	\$ 211,413	\$ 461,413	3.11	
2021	\$ 8,206,024	\$ 5,764,712	\$ 2,441,312	\$ 260,000	\$ 203,288	\$ 463,288	5.27	
2022	\$ 7,446,407	\$ 6,421,035	\$ 1,025,372	\$ 337,000	\$ 127,129	\$ 464,129	2.21	

* Excludes interest income

** Excludes depreciation and interest income

Notes: Details regarding the City's Water Fund outstanding debt can be found in the notes to the financial statements.

In July 2021, the City refunded the 2016 Water Revenue Refunding Bonds with
a Private Placement Loan in the amount of \$6,081,000

⁽¹⁾ Correction for fiscal year 2018

⁽²⁾ Correction for fiscal year 2020

Source: City of Lomita, Administrative Services Department - Finance

City of Lomita
Direct and Overlapping Debt
June 30, 2022

		\$	2,763,852,929	
City Assessed Valuation		\$	2,763,852,929	
Redevelopment Agency Incremental Valuation			-	
Total Assessed Valuation		\$	<u>2,763,852,929</u>	
	Percentage Applicable ¹	Outstanding Debt 6/30/22		Estimated Share of Overlapping Debt
Overlapping Debt Repaid with Property Taxes:				
LA Unified School District General Obligation Bonds	0.000%	\$	-	-
LA Community College District	0.000%		-	-
LA Unified School District Lease Tax Obligations	0.000%		-	-
LA County Water District, I.D. No. 54	0.000%		-	-
LA County Water District, I.D. No. 55	0.000%		-	-
Total overlapping debt repaid with property taxes			-	-
Overlapping Other Debt:				
Palos Verdes Pen USD		\$	-	
LA County Board of Education Certificates of Participation	0.276%		4,146,515,000	11,455,923
LA Unified School District Certificates of Participation	0.338%		10,544,815,000	35,611,196
West Basin County Water District Certificates of Participation	0.167%		9,835,780	16,449
Total overlapping other debt			<u>14,701,165,780</u>	<u>47,083,568</u>
Total overlapping debt		\$	<u>14,701,165,780</u>	<u>47,083,568</u>
City direct debt				-
Total direct and overlapping debt				¹ \$ <u>47,083,568</u>

Notes:

¹ For debt repaid with property taxes, the percentage of overlapping debt applicable is estimated using taxable assessed property values. Applicable percentages were estimated by determining the portion of another governmental unit's taxable assessed value that is within the city's boundaries and dividing it by each unit's total taxable assessed value.

Overlapping governments are those that coincide, at least in part, with the geographic boundaries of the City. This schedule estimates the portion of the outstanding debt of those overlapping governments that is borne by the residents and businesses of the City. This process recognizes that, when considering the City's ability to issue and repay long-term debt, the entire debt burden borne by the residents and businesses should be taken into account. However, this does not imply that every taxpayer is a resident, and therefore responsible for repaying the debt, of each overlapping government.

Source: HdL Coren & Cone, Los Angeles County Assessor's Office

City of Lomita
Top 25 Sales Tax Producers
(Miscellaneous Information)
Current Fiscal Year and Nine Years Ago

Fiscal Year 2021/22		Fiscal Year 2012/13		
Tax Payers	Business Type	Tax Payers	Business Type	
1	99 Cents Only	Variety Stores	99 Cents Only	Variety Stores
2	ARCO AM/PM	Service Stations	Albertsons	Grocery Stores
3	ARCO AM/PM	Service Stations	Arco AM/PM	Service Stations
4	Auto Zone	Automotive Supply Stores	Arco AM/PM	Service Stations
5	Battaglia's Title	Building Materials	AutoZone	Automotive Supply Stores
6	Big Lots	Variety Stores	Big Lots	Variety Stores
7	Bites & Bashes	Casual Dining	California Pro Sports	Sporting Goods/Bike Stores
8	California Pro Sports	Sporting Goods/Bike Stores	CVS Pharmacy	Drug Stores
9	CVS Pharmacy	Drug Stores	Cycle Gear	Boats/Motorcycles
10	Discount Pool & Spa Supply	Specialty Stores	Discount Pool & Spa Supply	Specialty Stores
11	Enterprise Rent A Car	Transportation/Rentals	Duke Service Center & 76	Service Stations
12	Harbor Freight Tools	Building Materials	Enterprise Rent A Car	Transportation/Rentals
13	Hot N Tot	Casual Dining	Harbor Freight Tools	Building Materials
14	Jims Auto Sales	Used Automotive Dealers	Hertz Rent A Car	Transportation/Rentals
15	Lomita Feed Store	Gardening/Agricultural Supplies	Hot N Tot	Casual Dining
16	Lomita Shell	Service Stations	Jims Auto Sales	Used Automotive Dealers
17	McKenna Pendleton	Family Apparel	Lees Tires	Automotive Supply Stores
18	Pacific Coast Hobbies	Specialty Stores	Lomita Feed Store	Gardening/Agricultural Supplies
19	Popeyes Louisiana Kitchen	Quick-Service Restaurants	Lomita Shell	Service Stations
20	Roham International	Light Industrial/Printers	Regina Lounge	Casual Dining
21	Shell	Service Stations	Shell	Service Stations
22	Sushi Delight	Casual Dining	South Bay Baseball Cards	Art/Gift/Novelty Stores
23	Szchwan Chinese	Casual Dining	Sprint	Electronics/Appliance Stores
24	Taco Bell/Pizza Hut	Quick-Service Restaurants	Thompson Building Materials	Building Materials
25	Thompson Building Materials	Building Materials	Y & S Auto Body Shop	Auto Repair Shop

-Account for 59.03%
of the total sales tax collected.

-Account for 63.53%
of the total sales tax collected.

*** The names are listed in alphabetical order, not sales tax volume.

Source: HdL Companies, State Board of Equalization, California Department of Taxes and Fees Administration, State Controller's Office
 Period: July 2020 Thru March 2021

City of Lomita
Demographic and Economic Statistics
Last Ten Calendar Years

Calendar Year	City of Lomita Population ⁽¹⁾	Median Age ⁽²⁾	Personal Income (in thousands) ⁽³⁾	Per Capital Personal Income ⁽⁴⁾	Lomita Unemployment Rate ⁽⁵⁾
2013	20,516	38.5	592,215	28,866	6.7%
2014	20,630	39.5	602,417	29,201	5.5%
2015	20,640	40.3	600,583	29,098	5.9%
2016	20,290	40.3	587,263	28,943	4.8%
2017	20,403	40.8	615,782	30,180	3.7%
2018	20,715	40.4	668,303	32,261	4.6%
2019	20,736	40.7	690,910	33,275	4.3%
2020	20,549	40.1	771,963	37,566	16.5%
2021	20,431	40.1	782,242	38,287	5.6%
2022	20,633	40.5	777,527	37,683	2.3%

Source: ⁽¹⁾ California State Department of Finance
⁽²⁾ U.S. Department of Commerce Bureau of Economic Analysis, Census Bureau
⁽³⁾ U.S. Department of Commerce Bureau of Economic Analysis, Census Bureau
⁽⁴⁾ U.S. Department of Commerce Bureau of Economic Analysis, Census Bureau
⁽⁵⁾ California Employment Development Department

**City of Lomita
Principal Employers
Current Year and Nine Years Ago**

Employer	Business Type	2022		2012	
		Number of Employees	Percent of Total Employment	Number of Employees	Percent of Total Employment
Lomita Post-Acute Care Center	Nursing Facility	110	1.07%	80	0.78%
City of Lomita	Government	77	0.75%	85	0.83%
Kaiser Permanente	Medical	66	0.64%	n/a	n/a
Palos Verdes Health Care Center	Nursing Facility	50	0.49%	42	0.41%
Nishiyamoto Acedemy of California	Education	44	0.43%	n/a	n/a
CVS	Retail	43	0.42%	n/a	n/a
Thompson Building Materials	Building	36	0.35%	40	0.39%
Travers Tree Service	Service	31	0.30%	60	n/a
County of Los Angeles	Government	31	0.30%	40	0.39%
Big Lots	Retail	28	0.27%	n/a	n/a
Total Top Ten Employers		516		347	
Total City Employment		10,300		10,200	

NOTE: Non-Governmental Employers.

Several potential businesses that may qualify for Top 10 ranking. However, current employee counts were unattainable at the time of report preparation. Previous historical data is not available.

Source: City of Lomita, Economic Development Department
State of California, Employment Development Department

City of Lomita
Full-time and Part-time City Employees
by Function
Last Ten Fiscal Years

Function	Full-Time and Part-time Employees as of June 30									
	2022	2021	2020	2019	2018	2017	2016 ⁽²⁾	2015	2014	2013
General government	12	14	12	12	9	12	11	12	13	13
Public safety ⁽¹⁾	-	-	-	-	-	-	-	-	-	-
Public works	12	13	10	9	10	9	7	8	6	6
Community Services	5	5	5	6	4	10	8	10	16	16
Water	6	7	7	7	7	7	6	6	5	5
Community Development	5	3	4	3	6	6	4	3	5	5
Parks and Recreation	<u>37</u>	<u>34</u>	<u>37</u>	<u>42</u>	<u>49</u>	<u>46</u>	<u>43</u>	<u>42</u>	<u>40</u>	<u>40</u>
Total	<u>77</u>	<u>76</u>	<u>75</u>	<u>79</u>	<u>85</u>	<u>90</u>	<u>79</u>	<u>81</u>	<u>85</u>	<u>85</u>

⁽¹⁾ Police and fire services are provided by Los Angeles County.

⁽²⁾ Correction for fiscal year 2016.

Source: City of Lomita, Administrative Services Department - Finance

City of Lomita
Operating Indicators
by Function
Last Ten Fiscal Years

	2022	2021	2020	2019	2018	2017	2016	2015	2014	2013
⁽¹⁾ Police:										
Arrests	477	663	815	994	865	913	n/a	n/a	n/a	n/a
Parking citations issued	9001	7368	6001	6612	6201	5564	5380	6124	4048	3257
⁽²⁾ Fire:										
Number of emergency calls	1804	1016	1740	2920	1827	1816	1770	1476	n/a	1223
Inspections	899	0	200	1488	763	579	n/a	n/a	n/a	n/a
Public works:										
Street resurfacing (miles)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Parks and recreation:										
Number of recreation classes	186	18	331	319	278	328	295	269	193	121
Number of facility rentals	403	10	179	407	475	402	344	422	530	542
Water:										
New connections	-	-	-	-	-	-	-	-	-	-
Average daily consumption (thousands of gallons)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Sewer:										
New connections	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Average daily sewage treatment (thousands of gallons)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a

⁽¹⁾ Deputy Sheriffs and Community Service Officers are provided through a contract with the Los Angeles County Sheriff's Department.

⁽²⁾ Fire Protection and Fire Personnel are provided through a contract with the Los Angeles County Fire Department.
 Due Covid-19 pandemic, business inspections are on hold and there no Brush inspections.

n/a Data is unavailable to include in this report.

Source: City of Lomita, Administrative Services Department
 Los Angeles County Fire Department

**City of Lomita
Capital Asset Statistics
by Function
Last Ten Fiscal Years**

	<u>Fiscal Year</u>									
	2022	2021	2020	2019	2018	2017	2016	2015	2014	2013
(1) Police:										
Stations	1	1	1	1	1	1	1	1	1	1
(2) Fire:										
Fire stations	1	1	1	1	1	1	1	1	1	1
Public works:										
Streets (miles) ⁽⁵⁾	31.90	31.90	33.20	31.00	31.00	31.00	31.00	31.00	31.00	31.00
Streetlights	58	58	58	58	58	58	58	58	58	58
Traffic signals	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Parks and recreation:										
Parks	7	7	7	7	7	7	7	6	6	6
Rail Road Museum	1	1	1	1	1	1	1	1	1	1
Community centers	1	1	1	1	1	1	1	1	1	1
Water System :										
Length of Pipes (LF) ⁽³⁾	228,975	228,975	228,975	228,015	228,015	228,015	228,015	228,015	217,305	217,305
Number of Pump Stations	3	3	3	3	3	3	3	3	3	3
Number of Catch Basin ⁽⁶⁾	69	69	72	69	69	42	42	42	42	42
Number of Service Connection	4,357	4,357	4,357	4,314	4,314	4,312	4,241	4,241	4,241	4,241
Sewer System:										
Length of Pipes (LF) ⁽⁴⁾	188,415	188,415	188,415	173,931	173,931	173,931	173,931	173,931	173,931	173,931
Number of manholes	883	883	883	882	882	882	882	882	882	882
Maximum daily treatment capacity (thousands of gallons)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a

(1) Deputy Sheriffs and Community Service Officers are provided through a contract with the Los Angeles County Sheriff's Department.

(2) Fire Protection and Fire Personnel are provided through a contract with the Los Angeles County Fire Department.

(3) Corrected length of pipes in lateral feet to match our 2019 Water Loss Audit Report, 2015 Water Master Plan, 2004 Water Master Plan.

(4) Corrected length of pipes in lateral feet to match our 2016 Sewer System Management Plan

(5) Corrected miles to match our 2020 Pavement Management Plan

(6) Corrected catch basins - City of Lomita Public Works performed field check; three basins either erroneous or duplicates.

n/a Data is unavailable to include in this report.

Source: City of Lomita, Administrative Services Department
Los Angeles County Fire Department
Los Angeles County Department of Public Works

City of Lomita
Water Department
Water Sold by Type of Customer
Last Ten Fiscal Years

	Fiscal Year									
	2022	2021	2020	2019	2018	2017	2016	2015	2014	2013
Type of Customer:										
Residential	3,970 ⁽²⁾	4,004 ⁽¹⁾	3,966 ⁽²⁾	3,975 ⁽¹⁾	3,971 ⁽¹⁾	3,960 ⁽¹⁾	3,849 ⁽²⁾	3,917 ⁽¹⁾	3,902 ⁽³⁾	3,922
Schools	21	21	21	25	25	21	21 ⁽¹⁾	17	17	17
Commercial	281 ⁽¹⁾	279	279 ⁽¹⁾	270 ⁽¹⁾	266	261	246	246	246 ⁽³⁾	226
Churches	31	30 ⁽²⁾	31	31	31	32	32	31	31	31
Government	72	72	72 ⁽¹⁾	17	17	14	12	10	10	10
City	18	18	18	19	19	18	15	13	13	13
Total	4,393	4,424	4,337	4,329	4,306	4,175	4,234	4,219	4,219	4,210
Total direct rate per 748 gallons	4.79	4.79	4.79	4.43	4.12	3.81	3.53	3.53	3.01	2.80

- ⁽¹⁾ New development
- ⁽²⁾ Vacancies
- ⁽³⁾ Type correction

Source: City of Lomita, Administrative Services Department - Finance

City of Lomita
Water Department
Water Rates
Last Ten Fiscal Years

Fiscal Year Ended June 30	Bi-Monthly Base Rate	Rate per 748 Gallons
2013	36.49	2.80
2014	39.16	3.01
2015	36.90	3.53
2016	36.90	3.53
2017	39.73	3.81
2018	42.90	4.12
2019	46.78	4.43
2020	50.31	4.79
2021	50.31	4.79
2022	50.31	4.79

NOTE:
Rates are based on 5/8" meter, which is the standard household meter size.

- ⁽¹⁾ A new water rate structure went into effect August 1, 2012.
It includes a base rate with a three-tiered rate for water usage.
- ⁽²⁾ A new water rate structure went into effect March 1, 2015.

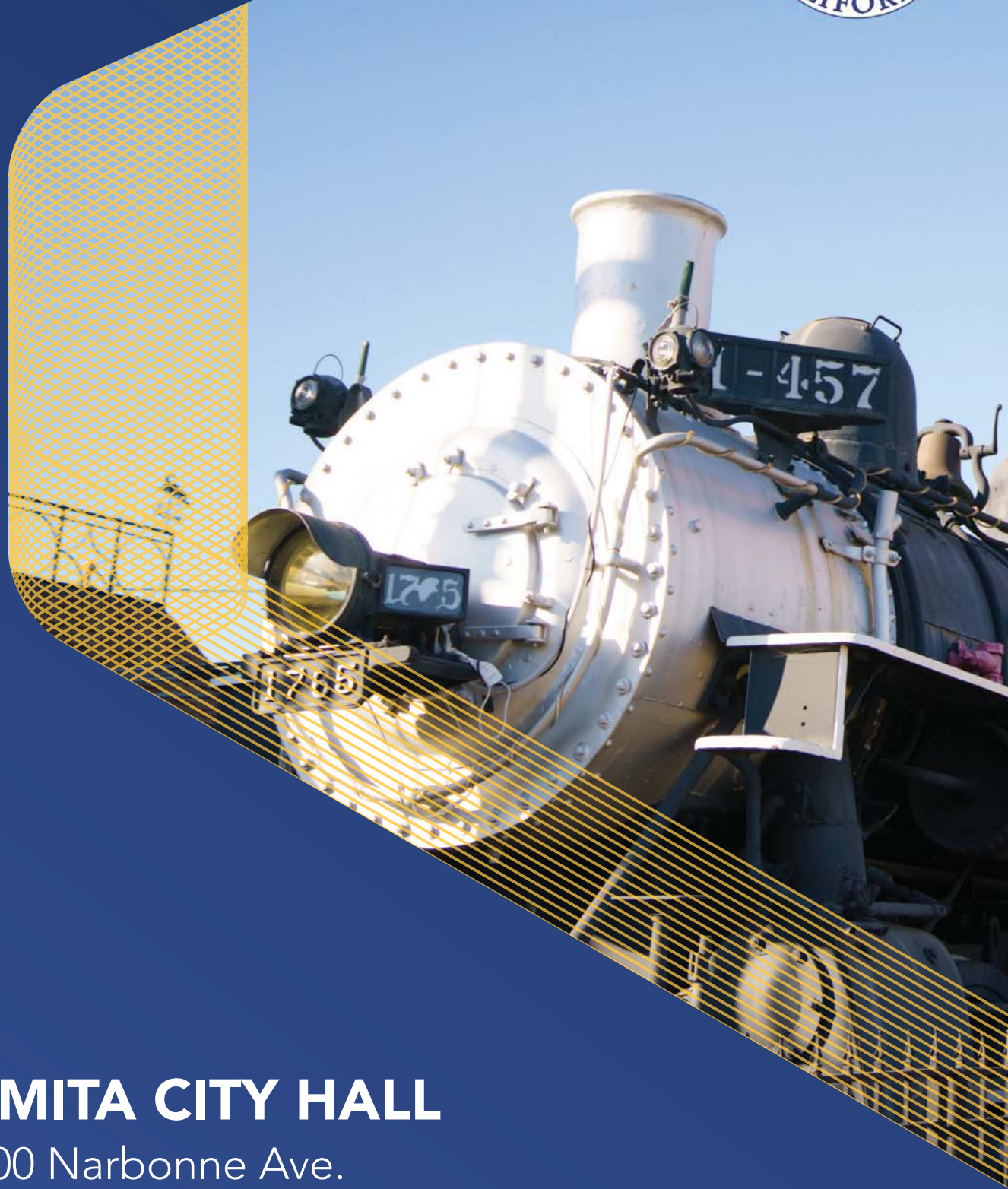
City of Lomita
Ratios of General Bonded Debt Outstanding
Last Ten Fiscal Years (dollars in thousands, except per capita)

Fiscal Year Ended June 30	General Bonded Debt Outstanding					Percentage of Actual Value of Property (1)	Per Capita (2)
	Revenue Bonds	Tax Allocation Bonds	Pension Obligation Ref Bonds	Certificates of Participation	Total		
2013	n/a	n/a	n/a	n/a	-	n/a	n/a
2014	n/a	n/a	n/a	n/a	-	n/a	n/a
2015	n/a	n/a	n/a	n/a	-	n/a	n/a
2016	n/a	n/a	n/a	n/a	-	n/a	n/a
2017	n/a	n/a	n/a	n/a	-	n/a	n/a
2018	n/a	n/a	n/a	n/a	-	n/a	n/a
2019	n/a	n/a	n/a	n/a	-	n/a	n/a
2020	n/a	n/a	n/a	n/a	-	n/a	n/a
2021	n/a	n/a	n/a	n/a	-	n/a	n/a
2022	n/a	n/a	n/a	n/a	-	n/a	n/a

(1) See Schedule 6 for property value data.

(2) Population data can be found in Schedule 16.

Ten years of data is not available.



LOMITA CITY HALL

24300 Narbonne Ave.
Lomita, CA 90717



CITY OF LOMITA CITY COUNCIL REPORT

TO: Mayor Waite and City Councilmembers **Item No. SCH 8b**

FROM: Trevor Rusin, City Attorney

MEETING DATE: December 20, 2022

SUBJECT: Discussion and Consideration of a Resolution Approving Amendment No. 4 to the City Manager Employment Agreement

RECOMMENDATION

Adopt Resolution 2022-39 approving Amendment No. 4 to the January 27, 2016, City Manager Employment Agreement (as previously amended).

DISCUSSION

The City Council recently conducted a performance evaluation with the City Manager. Following the evaluation, the Council met with its labor negotiator to discuss the terms of the City Manager's contract, which was originally entered into January 27, 2016, and subsequently amended on March 21, 2017, January 15, 2019, and July 20, 2021. Paragraph 4 of the Agreement contemplates annual performance reviews of the City Manager and reserves to the City Council sole discretion as to any merit increases or cost of living adjustments to his salary.

The terms in the attached proposed Amendment No. 4 to the City Manager Employment Agreement between the City and Ryan Smoot reflect the City Council's proposal, which Mr. Smoot indicates are acceptable to him. He has signed the agreement and, if approved by the Council, it will take effect immediately. The attached amendment would retain all the terms and conditions of the current agreement, as amended previously, with the following exception:

1. Section 4 Salary is amended to read in its entirety as follows:

Effective the first full pay period following approval of this amendment, City agrees to pay Employee for the services required by this Agreement an annual salary of ~~\$215,000~~ \$250,000 payable on the City's regular paydays.

At any time as desired by the City Council, but at least annually, City agrees to review Employee's performance. Other than those outlined in this amendment,

Employee shall not be entitled to receive any cost-of-living adjustments afforded to City's classified staff or salary increase during the term of this Agreement.

The City Council may convene a meeting to establish specific goals which Employee may be charged to attain. The City Council, at its sole discretion, may decide to award Employee additional compensation for a cost-of-living adjustment or for outstanding performance on such terms as it deems appropriate.

Mr. Smoot has not received a COLA adjustment to his salary since it was adjusted on July 20, 2021. Since that time, city manager compensation in comparable jurisdictions has increased while Mr. Smoot's has remained the same. The new salary is a reflection of both a cost-of-living adjustment, and of the quality of Mr. Smoot's work and dedication to the City.

FISCAL IMPACT

Sufficient funds for the proposed amendments are available in the budget.

ATTACHMENTS

1. Resolution with Exhibit A - Amendment No. 4
2. City Manager Employment Agreement dated January 27, 2016, and Amendments Nos. 1, 2 and 3 thereto.

RESOLUTION NO. 2022-39

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF LOMITA, CALIFORNIA, APPROVING
AMENDMENT NO. 4 TO THE CITY MANAGER'S
EMPLOYMENT AGREEMENT**

The City Council of the City of Lomita finds orders and resolves as follows:

Section 1. The City Council hereby approves Amendment No. 4 to the Employment Agreement dated January 27, 2016, (as amended by Amendment No. 1 dated March 21, 2017, Amendment No. 2 dated January 15, 2019, and Amendment No. 3 dated July 20, 2021) between the City of Lomita and Ryan C. Smoot. The Amendment is attached hereto as **Exhibit A** and incorporated herein by this reference.

Section 2. The City Clerk shall attest and certify to the adoption of this resolution.

PASSED, APPROVED and ADOPTED this 20th day of December 2022.

Barry Waite, Mayor

ATTEST:

Kathleen Horn Gregory, MMC, City Clerk

APPROVED AS TO FORM:

Trevor Rusin, City Attorney

**AMENDMENT NO. 4 TO CITY MANAGER'S
EMPLOYMENT AGREEMENT**

This Amendment No. 4 to the January 27, 2016, City Manager Employment Agreement, is made and entered into as of the 20th day of December 2022, by and between the City of Lomita (City), a Municipal Corporation, and Ryan C. Smoot (Employee). The City and Employee agree as follows:

RECITALS

A. The City employs Employee as the City Manager pursuant to the terms of the January 27, 2016, City Manager Employment Agreement as amended on March 21, 2017, January 15, 2019, and July 20, 2021, between the parties (the Agreement);

B. The City Council, through its labor negotiator, has negotiated with Employee to amend the Agreement.

C. The parties now desire to amend certain benefits of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and in the Agreement amended hereby, the parties agree as follows:

1. Section 4 Salary is amended to read in its entirety as follows:

Effective the first full pay period following approval of this amendment, City agrees to pay Employee for the services required by this Agreement an annual salary of \$250,000 payable on the City's regular paydays.

At any time as desired by the City Council, but at least annually, City agrees to review Employee's performance. Other than those outlined in this amendment, Employee shall not be entitled to receive any cost-of-living adjustments afforded to City's classified staff or salary increase during the term of this Agreement.

The City Council may convene a meeting to establish specific goals which Employee may be charged to attain. The City Council, at its sole discretion, may decide to award Employee additional compensation for a cost-of-living adjustment or for outstanding performance on such terms as it deems appropriate.

2. Limited Amendment. All other terms and conditions of the Agreement not amended hereby remain in full force and effect.

3. This Amendment No. 4 is effective as of December 20, 2022.

IN WITNESS WHEREOF the parties execute this Amendment No. 4 this 20th day of December 2022, in Lomita, California

CITY OF LOMITA:

By _____
Barry Waite, Mayor

ATTEST:

Kathleen Horn Gregory, MMC, City Clerk

EMPLOYEE:

Ryan C. Smoot

APPROVED AS TO FORM:

Trevor Rusin, City Attorney

EMPLOYMENT AGREEMENT
Between
RYAN SMOOT and CITY OF LOMITA

THIS AGREEMENT is made and entered into as of the 27st day of January 2016, by and between the CITY OF LOMITA, California, a Municipal Corporation, hereinafter called the "CITY", and Ryan Smoot, hereinafter called "EMPLOYEE."

R E C I T A L S

A. City desires to employ the services of Employee, and Employee desires to accept employment as City Manager of the City of Lomita.

B. The City Council desires to
(1) retain the services of Employee and provide inducement for him to remain in such employment;
(2) make possible full work productivity by assuring Employee's future security;
(3) encourage the highest standards of fidelity and public service on the part of Employee; and
(4) provide a just means for terminating Employee's services at such time as he may be unable fully to discharge his duties or when City may desire otherwise to terminate his employment.

C. The parties further desire to establish certain benefits and certain conditions of Employee's employment.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained the parties agree as follows:

1. Duties. City agrees to employ Employee as full-time City Manager of the City of Lomita to perform the functions and duties specified in the job specification, the California Government Code, and the Municipal Code and to perform such other legally permissible and proper duties and functions as the City Council may from time to time assign. Employee shall not spend more than two hours per week teaching, consulting or engaging in other non-City connected business without the prior knowledge and express written approval of the City Council.

2. Term. The term of this Agreement shall commence February 8, 2016, and shall continue unless otherwise terminated by either party as provided herein.

3. Termination and Resignation.

A. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate the services of Employee without cause, at any time, subject only to the City providing 10 days prior written notice to Employee, and complying with paragraph D of this Section 3.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from Employee's position with City, subject only to Employee providing 30 days prior written notice to the City.

C. Notwithstanding the provisions of Paragraph A of this Section 3, in the event Employee is terminated by City for "cause," then City may terminate this Agreement immediately and Employee shall be entitled to only the compensation accrued up to the date of termination. As used in this section, "cause" shall mean any of the following:

(1) Conviction of any felony or crime of moral turpitude.

(2) Conviction of a misdemeanor arising directly out of the Employee's duties pursuant to this Agreement.

(3) Willful abandonment of duties.

(4) Pattern of intentional failure to comply with lawful direction given by City Council at a public meeting or failure to competently discharge duties resulting in below acceptable written performance evaluation two years in a row.

D. In the event Employee is terminated by the City Council at any time during the term of this Agreement that Employee is still willing and able to perform the duties required by the Agreement, and the termination is without cause as "cause" is defined in Paragraph C above, then, subject to the limitations set forth in Government Code Section 53260 and upon delivery to the City of an executed separation agreement and release of any and all claims in a form acceptable to the City within 30 days of his termination, the City shall pay Employee a

lump sum cash payment equal to six month's salary. In addition, City shall extend to Employee the right to continue health insurance as may be required by and pursuant to the terms and conditions of the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA). City agrees to pay Employee's COBRA coverage for up to six months or until Employee secures full time employment or until Employee obtains other insurance, whichever of these three events comes first. Employee shall notify City within five days of securing new full time employment or insurance. The word "termination" in this paragraph shall include a reduction in salary or other financial benefits of Employee, or elimination of Employee's position (except as provided in Paragraph 3(C)), or Employee's resignation, if preceded by a suggestion by the City Council that he resign. Employee is the City Manager for the purposes of the benefits under the Joint Powers Insurance Authority of which the City is a member.

4. Salary. City agrees to pay Employee for the services required by this Agreement an annual salary of \$163,200 payable on the City's regular paydays.

At any time as desired by the City Council, but at least annually, City agrees to review Employee's performance. The City Council agrees to review Employee's performance after the first six months of service. Employee shall not be entitled to receive any cost of living adjustments afforded to City's classified staff or salary increase during the term of this Agreement.

The City Council may convene a meeting to establish specific goals which Employee may be charged to attain. The City Council, at its sole discretion, may decide to award Employee additional compensation for a cost of living adjustment or for outstanding performance on such terms as it deems appropriate.

5. A. Vehicle allowance. The City shall pay Employee an additional \$375 per month as a vehicle allowance in lieu of mileage reimbursement. The vehicle allowance is intended to reimburse Employee for the use of his private vehicle for City business. Employee must provide his own vehicle for his use in performing his duties and is responsible for all maintenance, repair, fuel and insurance expenses for his vehicle.

B. Deferred Compensation. As of the Effective date, Employee will be eligible to contribute to the 457K plans offered through the ICMA Retirement Corporation.

6. Hours of Work. Employee's duties may involve expenditures of time in excess of eight hours per day, 40 hours per week, and may also include time outside normal office hours such as attendance at City Council meetings, although Employee may manage his time. Employee shall be exempt from paid overtime compensation.

7. Retirement and Insurance Benefits.

A. Retirement. During the term of this Agreement, City shall contribute the employer's portion of Employee's membership in the Public Employees Retirement System (PERS). The employee shall contribute the 7% employee's portion of Employee's membership in the PERS. The retirement formula for Employee is 2%@60.

B. Medical and Other Insurance. City shall make a monthly contribution to the employee cafeteria plan which may be used towards certain benefits for the employee and employee's dependents. These include health, dental, and vision, life and long term care insurance with certain providers through the City. The City contribution amount is based on the number of dependents covered, as follows:

(1) If Employee has 2+ Dependents for Medical or Dental Insurance, the City contribution shall be \$1,025 per month.

(2) If Employee has 1 Dependent for Medical or Dental Insurance, the City contribution shall be \$985 per month.

(3) For Employee only for Medical or Dental Insurance, the City contribution shall be \$963 per month.

(4) If Employee elects to have no Health Insurance coverage through the City, the City contribution shall be \$940 per month.

Half (50%) of the remaining total monthly contribution amount not used by the employee may be contributed to the employee's ICMA deferred compensation account upon written option by the employee to the Human Resources Officer.

C. Life Insurance. As provided to other city employees, employee shall receive \$50,000 Life Insurance coverage as part of the City's group life insurance policy.

D. Other Benefits. City shall provide and pay for all other insurance mandated by State law.

E. Waiver. Employee waives any other insurance benefits.

8. Sick Leave, Vacation and Holidays.

A. Sick Leave. Employee shall be entitled to 12 days (108 hours) of sick leave per year. The City's sick leave policy shall apply to Employee.

B. Vacation and Holidays. Employee shall be entitled to paid vacation in accordance with the personnel rules consistent with accrual of department directors. Employee's vacation account shall be credited with 40 hours upon signing of this agreement. Employee shall also be entitled to one personal holiday on an annual basis. Employee shall stop accruing vacation leave when his vacation balance reaches 320 hours. Employee shall also be entitled to the same number of paid holidays per year as provided in the Municipal Code.

C. Executive Leave. Employee shall be entitled to 96 hours of executive leave per calendar year. Any unused executive leave will be paid off on the last payday in December of each year. Executive leave for the first year shall be prorated based on length of service.

9. Memberships. City agrees to pay, to the extent budgeted, Employee's membership dues in the International City Management Association ("ICMA"), California City Management Foundation, and Employee shall have a reasonable right to attend meetings of the ICMA, the California League of Cities, and the Contract Cities Association at City expense. City shall also pay for Employee's memberships in local civic organizations or attendance at events sponsored by local civic organizations.

10. Expenses. City shall reimburse Employee for all reasonable expenses incurred by Employee in the

performance of City's business. Employee shall also be entitled to the same expense reimbursement benefits as other City classified staff.

11. Other Terms and Conditions of Employment. The City Council may from time to time fix other terms and conditions of employment relating to the performance of Employee provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Municipal Code, or other applicable law.

12. Attorneys' Fees. The prevailing Party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs and attorneys' fees expended in connection with such an action from the other Party.

13. General Provisions.

A. The text herein shall constitute the entire agreement between the parties.

B. If Employee dies or becomes incapacitated during the term of this Agreement, any accrued and unpaid wages provided by the terms of this Agreement shall be paid by City to employee's beneficiaries.

C. If any provision or portion hereof contained in this Agreement is held to be unconstitutional, invalid or unenforceable the remainder of this Agreement or portion thereof shall be deemed severable and shall not be affected and shall remain in full force and effect unless to do so would defeat the intent of this employment agreement.

D. This Agreement shall be effective as of February 8, 2016.

E. In the event that any provision of this Agreement conflicts with a provision of the City's Municipal Code, Personnel Rules or other City policy, the provisions of this Agreement shall govern.

13. Revolving Door. Employee must comply with Government Code Section 87406.3 for a period of one year

after separating from service with City. This section will survive termination of this agreement.

14. Assembly Bill 1344 Compliance

To the extent CITY provides: (i) paid leave to Employee pending an investigation; (ii) funds for the legal criminal defense of the Employee; and/or (iii) a cash settlement to Employee related to the termination of the Employee, pursuant to this Agreement and Government Code Section 53243 et seq., Employee shall fully reimburse the City for any and all amounts paid by the City which fall within subsections (i) through (iii) in the event that the Employee is convicted of a crime involving the abuse of his office or position.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.

CITY OF LOMITA

By James Gazeley
JAMES GAZELEY MAYOR

ATTEST:

Sandra Medina
SANDRA MEDINA, CITY CLERK

EMPLOYEE

Ryan C. Smoot
Ryan C. Smoot

APPROVED AS TO FORM

Christi Hogin
Christi Hogin, City Attorney

Exhibit A

AMENDMENT NO. 2 TO CITY MANAGER'S EMPLOYMENT AGREEMENT

THIS AMENDMENT NO. 2 to the January 27, 2016, City Manager Employment Agreement, is made and entered into as of the 15TH day of January, 2019, by and between the CITY OF LOMITA, a Municipal Corporation, (hereinafter "City") and RYAN C. SMOOT (hereinafter "Employee").

RECITALS

A. The City employs Employee as the City Manager pursuant to the terms of the January 27, 2016, City Manager Employment Agreement as amended March 21, 2017, between the parties (the "Agreement").

B. The City Council, through its labor negotiator, has negotiated with Employee to amend the Agreement.

C. The parties now desire to amend certain benefits of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and in the Agreement amended hereby, the parties agree as follows:

1. **Section 4 Salary is amended to read in its entirety as follows:**

City agrees to pay Employee for the services required by this Agreement an annual salary of \$190,000 payable on the City's regular paydays.

At any time as desired by the City Council, but at least annually, City agrees to review Employee's performance. The City Council agrees to review Employee's performance after the first six months of service. Employee shall not be entitled to receive any cost of living adjustments afforded to City's classified staff or salary increase during the term of this Agreement.

The City Council may convene a meeting to establish specific goals which Employee may be charged to attain. The City Council, at its sole discretion, may decide to award Employee additional compensation for a cost of living adjustment or for outstanding performance on such terms as it deems appropriate.

2. **Section 5(B) Deferred Compensation is amended to read in its entirety as follows:**

B. Deferred Compensation. As of the Effective date, Employee will be eligible to contribute to the 457K plan(s) offered by the City. Effective January 1, 2019, City will match Employee's contribution to the selected plan to a maximum of 2% of Employee's annual salary payable in the same intervals the City's regular paydays.

3. Section 7(A) is amended in its entirety to read as follows:

Retirement. Employee shall contribute the 7% employee's portion of Employee's membership in the Public Employees Retirement System (PERS). The retirement formula for Employee is 2%@60. Effective the first full pay period starting after January 1, 2019, pursuant to Government Code section 20516(a),(f), Employee shall share the cost of the employer CalPERS contributions at the rate of 1% which shall be made through payroll deductions. The 1% cost sharing shall be in addition to the 7% employee's portion of retirement contribution established above.

4. Section 7(B) is amended in its entirety to read as follows:

B. Medical and Other Insurance. City shall make a monthly contribution to the employee cafeteria plan which may be used towards certain benefits for the employee and employee's dependents. These include health, dental, and vision, life and long term care insurance with certain providers through the City. The City contribution amount is based on the number of dependents covered, as follows:

- (1) The City Contribution toward Employee and Dependents Medical or Dental shall be equal to the then applicable Kaiser Permanente rate for the "Employee + 2 Dependents" as published by CalPERS annually, currently \$1,608.46.
- (2) If Employee elects to have no Health Insurance coverage through the City, the City contribution shall be \$940 per month.

Half (50%) of the remaining total monthly contribution amount not used by the employee may be contributed to the employee's ICMA deferred compensation account upon written option by the employee to the Human Resources Officer.

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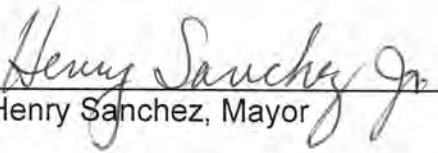
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5. This Amendment is effective as of January 27, 2019.

IN WITNESS WHEREOF the parties execute this Agreement the 15 day of January, 2019.

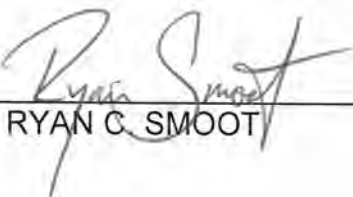
CITY OF LOMITA


Henry Sanchez, Mayor

ATTEST:


SANDRA MEDINA, City Clerk

EMPLOYEE

By 
RYAN C. SMOOT

APPROVED AS TO FORM:


CHRISTI HUGIN, City Attorney

I hereby certify the foregoing resolution was duly adopted by the City Council of the City of Lomita at a regular meeting held on the 15th day of January 2019 by the following vote:

AYES: Council Members: Savidan, Segawa, Waronek, Mayor Pro Tem Gazeley, and Mayor Sanchez

NOES: None

ABSENT: None



Sandra M. Medina, MMC
City Clerk

Agree No. 2021-31
Exhibit A

**AMENDMENT NO. 3 TO CITY MANAGER'S
EMPLOYMENT AGREEMENT**

This Amendment No. 3 to the January 27, 2016, City Manager Employment Agreement, is made and entered into as of the 20th day of July 2021, by and between the City of Lomita (City), a Municipal Corporation, and Ryan C. Smoot (Employee). The City and Employee agree as follows:

RECITALS

A. The City employs Employee as the City Manager pursuant to the terms of the January 27, 2016, City Manager Employment Agreement as amended on March 21, 2017, and January 15, 2019, between the parties (the Agreement);

B. The City Council, through its labor negotiator, has negotiated with Employee to amend the Agreement.

C. The parties now desire to amend certain benefits of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and in the Agreement amended hereby, the parties agree as follows:

1. Section 4 Salary is amended to read in its entirety as follows:

Effective the first full pay period following approval of this amendment, City agrees to pay Employee for the services required by this Agreement an annual salary of \$215,000 payable on the City's regular paydays.

At any time as desired by the City Council, but at least annually, City agrees to review Employee's performance. Other than those outlined in this amendment, Employee shall not be entitled to receive any cost-of-living adjustments afforded to City's classified staff or salary increase during the term of this Agreement.

The City Council may convene a meeting to establish specific goals which Employee may be charged to attain. The City Council, at its sole discretion, may decide to award Employee additional compensation for a cost-of-living adjustment or for outstanding performance on such terms as it deems appropriate.

2. Section 5(B) Deferred Compensation is amended to read in its entirety as follows:

B. Deferred Compensation. As of the Effective date, Employee will be eligible to contribute to the 457 Deferred Compensation plan offered by the City. Effective the first full pay period after July 1, 2021, City will match Employee's contribution to the selected plan to a maximum of \$9,750 annually payable in the same intervals as the City's regular paydays, so long as such contribution does not cause the total contributions to Employee's 457(b) plan to exceed the annual contribution limit established by the Internal Revenue Service. On or before July 1, 2022, and on or before each July 1 for the remaining term of this Agreement, City will make, in one lump payment, an annual contribution equivalent to the maximum deferral limit as established by the Internal Revenue Service for that year into a qualified Section 457 Plan from one of the City's approved plans, as selected by Employee. Amounts contributed under this section shall be to benefit of Employee in accordance with the Deferred Compensation Plan participation Agreement. The total contributions made to the 457(b) plan in any calendar year shall not exceed the annual contribution limit established by the Internal Revenue Service.

3. Section 7(B) is amended in its entirety to read as follows:

B. Medical and Other Insurance. City shall make a monthly contribution to the employee cafeteria plan which may be used towards certain benefits for the employee and employee's dependents. These include health, dental, and vision, life and long term care insurance with certain providers through the City. The City contribution amount is based on the number of dependents covered, as follows:

(1) The City Contribution toward Employee and Dependents Medical or Dental shall be equal to the then applicable United Health Care rate for the "Employee + 2 Dependents" as published by CalPERS annually.

(2) If Employee elects to have no Health Insurance coverage through the City, the City contribution shall be \$940 per month.

Half (50%) of the remaining total monthly contribution amount not used by the employee may be contributed to the employee's ICMA deferred compensation account upon written option by the employee to the Human Resources Officer.

4. Limited Amendment. All other terms and conditions of the Agreement not amended hereby remain in full force and effect.

5. This Amendment No. 3 is effective as of July 20, 2021.

IN WITNESS WHEREOF the parties execute this Amendment No. 3. The 20th day of July 2021, in Lomita, California

CITY OF LOMITA:

By Mark Waronek
Mark A. Waronek, Mayor

ATTEST:

Kathleen Horn Gregory
Kathleen Horn Gregory, CMC, City Clerk



EMPLOYEE:

Ryan Smoot
Ryan C. Smoot

APPROVED AS TO FORM:

Trevor Rusin
Trevor Rusin, City Attorney



CITY OF LOMITA CITY COUNCIL REPORT

TO: City Council **Item No. PH 9a**

FROM: Ryan Smoot, City Manager

PREPARED BY: Carla Dillon, P.E., Public Works Director
Ryan Damon, Associate Engineer

MEETING DATE: December 20, 2022

SUBJECT: Discussion and Consideration of Adopting an Ordinance Amending Lomita Municipal Code Title V, Chapter 9 "Low Impact Development Implementation"

RECOMMENDATION

1) Conduct a public hearing; and 2) After City Attorney reads the title, introduce on first reading Ordinance No. 841, an ordinance amending Lomita Municipal Code Title V, Chapter 9, Section 5-9.020 (Scope of chapter), Section 5-9.030, (Definitions), Section 5-9.060 (Stormwater pollution control and design standards for best management practices (BMPs)), and Section 5-9.180 (Site-specific mitigation requirements for new development and redevelopment with potential adverse impacts on post-development stormwater quality).

BACKGROUND

The primary purpose of Chapter 9 (Low Impact Development Implementation) of Title V (Sanitation and Health) of the Lomita Municipal Code is to ensure that the City has legal authority to enforce provisions of the Los Angeles Water Board's 2021 Municipal Separate Storm Sewer System (MS4) National Pollutant Discharge Elimination System Permit (NPDES) Permit (Permit). The purpose of the Permit is to protect local waterways from polluted discharges from the MS4. The amendment to the above-mentioned sections of the City's Municipal Code is required to comply with the new state-required provisions in the Permit.

The proposed amendment will expand existing stormwater and urban runoff pollution requirements related to Low Impact Development (LID) strategies and erosion and sediment control for projects that require building, grading, and encroachment permits. Specifically, the proposed amendment updates the reference of the Standard Urban Stormwater Mitigation Plan (SUSMP) to Low impact Development (LID) and updates definitions and the list of projects that must adhere to LID provisions to match the 2021

MS4 Permit. In addition, various reference to the prior 2021 Permit have been removed from Chapter 9.

FISCAL IMPACT

There are no direct financial implications.

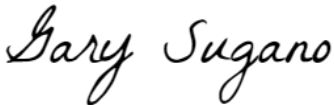
OPTIONS:

1. Approve staff's recommendation.
2. Provide alternate direction to staff.

ATTACHMENTS

1. Ordinance 841

Reviewed by:



Gary Y. Sugano
Assistant City Manager

Approved by:



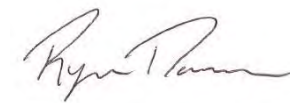
Ryan Smoot
City Manager

Reviewed by:



Carla Dillon, P.E.
Public Works Director

Prepared by:



Ryan Damon
Associate Engineer

ORDINANCE NO. 841**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, AMENDING LOMITA MUNICIPAL CODE TITLE V, CHAPTER 9, "LOW IMPACT DEVELOPMENT IMPLEMENTATION"**

THE CITY COUNCIL OF THE CITY OF LOMITA DOES HEREBY FIND AND ORDAIN AS FOLLOWS:

Section 1. Findings.

- A. The City of Lomita is one of eighty-four permittees in Los Angeles County for the Los Angeles Water Board's Municipal Separate Storm Sewer System National Pollutant Discharge Elimination System Permit (MS4 Permit). The MS4 Permit is typically updated every five to ten years, with the most recent update occurring in 2021. Amending Sections 5-9.020, 5-9.030, 5-9.060, and 5-9.180 of Chapter 9 (Low Impact Development Implementation) of Title V (Sanitation and Health) of the Lomita Municipal Code are required to comply with the new provisions in the MS4 Permit.

Section 2. Sections 5-9.020, 5-9.030, 5-9.060, and 5-9.180 of the City of Lomita Municipal Code is amended to read as follows:

Section 5-9.020. - Scope of chapter.

- (a) *Low impact development (LID) implementation.* The planning and land development program is a compliance component under municipal NPDES permit. Subject new development and redevelopment projects are required to comply LID conditions assigned by the city that shall consist of: (1) LID structural and non-structural best management practices (BMPs); (2) source control BMPs; and (3) structural and non-structural BMPs for specific types of uses. LID controls effectively reduce the amount of impervious area of a completed project site and promote the use of infiltration and other controls that reduce runoff. Source control BMPs prevent runoff contact with pollutant materials that would otherwise be discharged to the MS4. Specific controls are also required to address pollutant discharges from certain uses including but not limited to housing developments, retail gasoline outlets, automotive-related facilities, restaurants, and industrial and commercial facilities where pollutant materials are disposed, stored, or handled.
- (b) *Stormwater management/watershed management program.* The city's stormwater management program (SWMP) or watershed management program (WMP), whichever is in effect at the time of review, is hereby incorporated by reference and shall contain specific conditions and procedures for meeting planning and land development program and LID requirements. The program plans shall reference guidance documents to facilitate compliance, including, but not limited to, the current Los Angeles County BMP guidebook, Los Angeles County LID impact design manual, and USEPA's Green Street guidance manual. These guidebooks

and manuals shall be made available for review by the public in the public works department office.

- (c) *Applicability*. New development and redevelopment projects subject to permittee conditioning and approval for the design and implementation of post-construction controls to mitigate stormwater pollution prior to completion for the project(s), are listed in Part VIII.F.1.a-b of the municipal NPDES Permit

(1) Redevelopment projects.

- a. Where redevelopment results in an alteration to more than fifty (50) percent of impervious surfaces of a previously existing development, and the existing development was not subject to post-construction stormwater quality control requirements, the entire project must be mitigated.
- b. Where redevelopment results in an alteration of less than fifty (50) percent of impervious surfaces of a previously existing development, and the existing development was not subject to post-construction stormwater quality control requirements, only the alteration must be mitigated, and not the entire development.
- c. Redevelopment does not include routine maintenance activities that are conducted to maintain original line and grade, hydraulic capacity, original purpose of facility or emergency redevelopment activity required to protect public health and safety. Impervious surface replacement, such as the reconstruction of parking lots and roadways which does not disturb additional area and maintains the original grade and alignment, is considered a routine maintenance activity. Redevelopment does not include the repaving of existing roads to maintain original line and grade.
- d. Any other project as deemed appropriate by the director of public works to prevent runoff contact with pollutant materials that would otherwise be discharged to the MS4.

(Ord. No. 647, § 1, 9-3-02; Ord. No. 770, § 3, 6-16-14)

Section 5-9.030. - Definitions.

Except as specifically provided herein, a term used in this section shall be defined as that term in the current municipal NPDES permit, or if it is not specifically defined in either the municipal NPDES permit, then as such term is defined in the Federal Clean Water Act, as amended, and/or the regulations promulgated thereunder. If the definition of any term contained in this chapter conflicts with the definition of the same term in the current municipal NPDES permit, then the definition contained in the municipal NPDES permit shall govern. The following words and phrases shall have the following meanings when used in this chapter:

Automotive service facility means a facility that is categorized in any one of the following standard industrial classification (SIC) codes: 5013, 5014, 5511, 5541, 7532-7534, 7536-7539. For inspection purposes, permittees need not inspect facilities with

SIC codes 5013, 5014, 5541, 5511, provided that these facilities have no outside activities or materials that may be exposed to stormwater.

Basin plan means the Water Quality Control Plan, Los Angeles Region, Basin Plan for the Coastal Watersheds of Los Angeles and Ventura Counties, adopted by the Regional Water Board on June 13, 1994, and subsequent amendments

Best management practice (BMP) means practices or physical devices or systems designed to prevent or reduce pollutant loading from stormwater or non-stormwater discharge to the receiving water .

Biofiltration means a LID BMP that reduces stormwater pollutant discharges by intercepting rainfall on vegetative canopy, and through incidental infiltration and/or evapotranspiration, and filtration. Incidental infiltration is an important factor in achieving the required pollutant load reduction. Therefore, the term "biofiltration" as used in this chapter is defined to include only systems designed to facilitate incidental infiltration or achieve the equivalent pollutant reduction as biofiltration BMPs with an underdrain (subject to approval by the regional board's executive officer). Biofiltration BMPs include bioretention systems with an underdrain and bioswales.

Bioretention means a LID BMP that reduces stormwater runoff by intercepting rainfall on vegetative canopy, and through evapotranspiration and infiltration. The bioretention system typically includes a minimum two-foot top layer of a specified soil and compost mixture underlain by a gravel-filled temporary storage pit dug into the in-situ soil. As defined in the municipal NPDES permit, a bioretention BMP may be designed or constructed with an underdrain it is regulated by the municipal NPDES permit as biofiltration.

Bioswale means a LID BMP consisting of a shallow channel lined with grass or other dense, low-growing vegetation. Bioswales are designed to collect stormwater runoff and to achieve a uniform sheet flow through the dense vegetation for a period of several minutes.

City means the City of Lomita.

Clean Water Act (CWA) means the Federal Water Pollution Control Act enacted in 1972, by Public Law 92-500, and amended by the Water Quality Act of 1987. The Clean Water Act prohibits the discharge of pollutants to waters of the United States unless the discharge is in accordance with an NPDES permit.

Commercial malls means any development on private land comprised of one or more buildings forming a complex of stores which sells various merchandise, with interconnecting walkways enabling visitors to easily walk from store to store, along with parking area(s). A commercial mall includes, but is not limited to: mini-malls, strip malls, other retail complexes, and enclosed shopping malls or shopping centers.

Construction activity means any construction or demolition activity, clearing, grading, grubbing, or excavation or any other activity that result in land disturbance. Construction does not include emergency construction activities required to immediately protect public health and safety or routine maintenance activities required to maintain the integrity of structures by performing minor repair and restoration work, maintain the original line and grade, hydraulic capacity, or original purposes of the facility. See

"Routine maintenance" definition for further explanation. Where clearing, grading or excavation of underlying soil takes place during a repaving operation, the Statewide General Construction Permit coverage by the State of California General Permit for Stormwater Discharges Associated with Industrial Activities or for Stormwater Discharges Associated with Construction Activities is required if more than one acre is disturbed or the activities are part of a larger plan.

Control means to minimize, reduce or eliminate by technological, legal, contractual, or other means, the discharge of pollutants from an activity or activities.

Development means construction, rehabilitation, redevelopment or reconstruction of any public or private residential project (whether single-family, multi-unit or planned unit development); industrial, commercial, retail, and other non-residential projects, including public agency projects; or mass grading for future construction. It does not include routine maintenance to maintain original line and grade, hydraulic capacity, or original purpose of facility, nor does it include emergency construction activities required to immediately protect public health and safety.

Directly adjacent means situated within two hundred (200) feet if the contiguous zone required for the continued maintenance, function, and structural stability of the environmentally sensitive area.

Discharge, when used without qualification, means the release of a pollutant or pollutants from the MS4.

Disturbed area means an area that is altered as a result of clearing, grading, and/or excavation.

Flow-through BMPs means modular, vault type "high flow biotreatment" devices contained within an impervious vault with an underdrain or designed with an impervious liner and underdrain (Modified from: Order No. R4-2012-0175).

General construction activities stormwater permit (GCASP) means the general NPDES permit adopted by the state board which authorizes the discharge of stormwater from construction activities under certain conditions.

Green roof means a LID BMP using planter boxes and vegetation to intercept rainfall on the green roof surface. Rainfall is intercepted by vegetation leaves and through evapotranspiration. Green roofs may be designed as either a bioretention BMP or as a biofiltration BMP. To receive credit as a bioretention BMP, the green roof system planting medium shall be of sufficient depth to provide capacity within the pore space volume to contain the design storm depth and may not be designed or constructed with an.

Hazardous material(s) means any material(s) defined as hazardous by Division 20, Chapter 6.95 of the California Health and Safety Code.

Hydromodification means the alteration of the hydrologic characteristics of coastal and non-coastal waters, which in turn could cause degradation of water resources. Hydromodification can cause excessive erosion and/or sedimentation rates, causing excessive turbidity, channel aggradation and/or degradation (Source: GCASP).

Impervious surface means any manmade or modified surface that prevents or significantly reduces the entry of water into the underlying soil, resulting in runoff from the surface in greater quantities and/or at an increased rate, when compared to natural conditions prior to development. Examples of places that commonly exhibit impervious surfaces include parking lots, driveways, roadways, storage areas, and rooftops. The imperviousness of these areas commonly results from paving, compacted gravel, compacted earth, and oiled earth.

Industrial park means land development that is set aside from industrial development. Industrial parks are usually located close to transport facilities, especially where more than one transport modalities coincide: highways, railroads, airports, and navigable rivers. It includes office parks, which have offices and light industry.

Infiltration BMP means a LID BMP that reduces stormwater runoff by capturing and infiltrating the runoff into in-situ soil or amended onsite soils. Examples of infiltration BMPs include infiltration basins, dry wells, and pervious pavement.

LID means low impact development. LID is the implementation of systems and practices that use or mimic natural processes to: 1) infiltrate and recharge, 2) evapotranspire and/or 3) harvest and use precipitation near to where it falls to earth.

MS4 means municipal separate storm sewer system (MS4). The MS4 is a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels, or storm drains):

- (1) Owned or operated by a state, city, town, borough, county, parish, district, association, or other public body (created by or pursuant to state law) having jurisdiction over disposal of sewage, industrial wastes, stormwater, or other wastes, including special districts under state law such as a sewer district, flood control district or drainage district, or similar entity, or an Indian tribe or an authorized Indian tribal organization, or a designated and approved management agency under section 208 of the CWA that discharges to waters of the United States;
- (2) Designed or used for collecting or conveying stormwater;
- (3) Which is not combined sewer; and
- (4) Which is not part of a publicly owned treatment works (POTW) as defined at 40 CFR § 122.2.

Municipal NPDES permit means the "Waste Discharge Requirements and National Pollutant Discharge Elimination System (NPDES) Permit for Municipal Separate Storm Sewer System (MS4) Discharges within the Coastal Watersheds of Los Angeles and Ventura Counties" (Order No. R4-2021-0105), NPDES Permit No. CAS004004, effective September 11, 2021, issued by the California Regional Water Quality Control Board—Los Angeles Region, and any successor permit to that permit

National Pollutant Discharge Elimination System (NPDES) means the national program for issuing, modifying, revoking and reissuing, terminating, monitoring and

enforcing permits, and imposing and enforcing pretreatment requirements, under CWA §§ 307, 402, 318, and 405. The term includes an "approved program".

Natural drainage system means a drainage system that has not been modified using engineering controls (e.g., channelized or armored). The clearing or dredging of a natural drainage system does not cause the system to be classified as modified for purposes of the "Hydromodification Management Requirements" in the municipal NPDES permit.

New development means land-disturbing activities; structural development, including construction or installation of a building or structure, creation of impervious surfaces; and land subdivision.

Non-stormwater discharge means any discharge to a municipal storm drain system that is not composed entirely of stormwater.

Parking lot means land area or facility for the parking or storage of motor vehicles used for businesses, commerce, industry, or personal use.

Person means any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, state, governmental entity or any other legal entity, or their legal representatives, agents, or assigns. The masculine gender shall include the feminine and the singular shall include the plural where indicated by the context.

Planning priority projects means development of projects subject to permittee conditioning and approval for the design and implementation of post-construction controls to mitigate stormwater pollution, prior to completion of the project(s).

Pollutant means any "pollutant" defined in Section 502(6) of the Federal Clean Water Act or incorporated into the California Water Code Section 13373. Pollutants may include, but are not limited to the following:

- (1) Commercial and industrial waste (such as fuels, solvents, detergents, plastic pellets, hazardous substances, fertilizers, slag, ash, and sludge).
- (2) Metals (such as cadmium, lead, zinc, copper, silver, nickel, chromium, and non-metals such as phosphorus and arsenic).
- (3) Petroleum hydrocarbons (such as fuels, lubricants, surfactants, waste oils, solvents, coolants, and grease).
- (4) Excessive eroded soil, sediment, and particulate materials in amount that may adversely affect the beneficial use of the receiving waters, flora, or fauna of the state.
- (5) Animal wastes (such as discharge from confinement facilities, kennels, pens, recreational facilities, stables, and show facilities).
- (6) Substances having characteristics such as pH less than six (6) or greater than nine (9), or unusual coloration or turbidity, or excessive levels of fecal coliform, or fecal streptococcus, or enterococcus.

Project means all development, redevelopment, and land-disturbing activities. The term is not limited to "project" as defined under the CEQA (Pub. Resources Code § 21065) (Source: Order No. R4-2012-0175).

Rainfall harvest and use means a LID BMP system designed to capture runoff, typically from a roof but can also include runoff capture from elsewhere within the site, and to provide for temperate storage until the harvested water can be used for irrigation or non-potable uses. The harvested water may also be used for potable water uses if the system includes disinfection treatment and is approved for such use by the local building department.

Receiving water means "water of the United States" into which waste and/or pollutants are or may be discharged.

Redevelopment means land-disturbing activity that includes, but is not limited to: the expansion of a building footprint; addition or replacement of a structure; replacement of impervious surface area that is not part of routine maintenance activity; and land-disturbing activity related to structural or impervious surfaces. It does not include routine maintenance to maintain original line and grade, hydraulic capacity, or original purposes of facility, nor does it include emergency construction activities required to immediately protect public health safety.

Regional board means the California Regional Water Quality Control Board, Los Angeles Region.

Restaurant means establishments primarily engaged in the retail sale of prepared food and drinks for on-premise or immediate consumption. Caterers and industrial and institutional food service establishments are also included in this industry. (SIC Code 5812).

Retail gasoline outlet means any facility engaged in selling gasoline and lubricating oils – SIC 5541 and NCICS 447110 and 447190.

Routine maintenance. Routine maintenance projects include, but are not limited to projects conducted to:

- (1) Maintain the original line and grade, hydraulic capacity, or original purpose of the facility.
- (2) Perform as needed restoration work to preserve the original design grade, integrity and hydraulic capacity of flood control facilities.
- (3) Includes road shoulder work, regarding dirt or gravel roadways and shoulders and performing ditch cleanouts.
- (4) Update existing lines^{1*} and facilities to comply with applicable codes, standards, and regulations regardless if such projects result in increased capacity.
- (5) Repair leaks.

^{1*}Update existing lines includes replacing existing lines with new materials or pipes.

Routine maintenance does not include construction of new^{2**} lines or facilities resulting from compliance with applicable codes, standards and regulations.

Site means land or water area where any "facility or activity" is physically located or conducted, including adjacent land used in connection with the facility or activity.

Storm drain system means any facilities or any part of those facilities, including streets, gutters, conduits, natural or artificial drains, channels, and watercourses that are used for the purpose of collecting, storing, transporting or disposing of storm water and are located within the City of Lomita.

Storm water or *stormwater* means storm water runoff, snow melt and surface runoff and drainage related to precipitation events (pursuant to 40 CFR § 122.26(b)(13); 55 Fed. Reg. 47990, 47995 (Nov. 16, 1990)). Without any change in its meaning, this term may be spelled or written as one word or two (2) separate words.

Stormwater runoff means that part of precipitation (rainfall or snowmelt) which travels across a surface to the storm drain system or receiving waters.

Urban runoff means surface water flow produced by storm and non-storm events. Non-storm events include flow from residential, commercial, or industrial activities involving the use of potable and non-potable water.

(Ord. No. 647, § 1, 9-3-02; Ord. No. 770, § 4, 6-16-14)

Sec. 5-9.060. – Stormwater pollution control and design standards for best management practices (BMPs).

- (a) Those best management practices which are listed in the Los Angeles County BMP guidebook, the Los Angeles County Low Impact Development (LID) design manual, and USEPA's Green Street guidance manual shall be deemed to be incorporated by reference and adopted by this city and shall remain in effect until the city council shall adopt by resolution a "BMP guidebook" prepared or recommended by the director of public works (the director), categorizing development and best management practices for each category.
- (b) Stormwater pollution control requirements. The site for every planning priority project shall be designed to control pollutants, pollutant loads, and runoff volume to the maximum extent feasible by minimizing impervious surface area and controlling runoff from impervious surfaces through infiltration, evapotranspiration, bioretention and/or rainfall harvest and use.
 - (1) Street and road construction of ten thousand (10,000) square feet or more of impervious surface shall follow USEPA guidance regarding Managing Wet Weather with Green Infrastructure: Green Streets (December 2008 EPA-833-F-08-009) to the maximum extent practicable.

^{2**}New lines are those that are not associated with existing facilities and are not part of a project to update or replace existing lines (Source: Order No. R4-2012-0175).

- (2) The remainder of planning priority projects shall prepare a LID plan subject to city review and approval to comply with the following:
- a. Retain stormwater runoff onsite for the Stormwater Quality Design Volume (SWQDV) defined as the runoff from:
 1. The eighty-fifth percentile twenty-four-hour runoff event as determined from the Los Angeles County eighty-fifth percentile precipitation isohyetal map; or
 2. The volume of runoff produced from a three-quarter-inch, twenty-four-hour rain event, whichever is greater.
 - b. Minimize hydromodification impacts to natural drainage systems as defined in the municipal NPDES permit. Hydromodification requirements are further specified in the LID impact design manual, or if adopted, in the city's BMP guidebook.
 - c. When, as determined by the city, one hundred (100) percent onsite retention of the SWQDV is technically infeasible, partially or fully, the infeasibility shall be demonstrated in the submitted LID plan. The technical infeasibility may result from conditions that may include, but are not limited to:
 1. The infiltration rate of saturated in-situ soils is less than three-tenths-inch per hour and it is not technically feasible to amend the in-situ soils to attain an infiltration rate necessary to achieve reliable performance of infiltration or bioretention BMPs in retaining the SWQDV onsite;
 2. Locations where seasonal high groundwater is within five (5) to ten (10) feet of surface grade;
 3. Locations within one hundred (100) feet of a groundwater well used for drinking water;
 4. Brownfield development sites or other locations where pollutant mobilization is a documented concern;
 5. Locations with potential geotechnical hazards;
 6. Smart growth and infill or redevelopment locations where the density and/ or nature of the project would create significant difficulty for compliance with the onsite volume retention requirement.
 - d. If partial or complete onsite retention is technically infeasible, the project site may biofiltrate one and one-half (1.5) times the portion of the remaining SWQDV that is not reliably retained onsite. Biofiltration BMPs must adhere to the design specifications provided in the municipal NPDES permit.
 1. Additional alternative compliance options such as offsite infiltration may be available to the project site. The project site should contact the city to determine eligibility. Alternative compliance options are

further specified in the LID impact design manual, or if adopted, in the city's BMP guidebook.

- e. The remaining SWQDV that cannot be retained or biofiltered onsite must be treated onsite to reduce pollutant loading. BMPs must be selected and designed to meet pollutant-specific benchmarks as required per the municipal NPDES permit. Flow-through BMPs may be used to treat the remaining SWQDV and must be sized based on a rainfall intensity of:
 1. Two-tenths-inches per hour; or
 2. The one-year, one-hour rainfall intensity as determined from the most recent Los Angeles County isohyetal map, whichever is greater.

(Ord. No. 647, § 1, 9-3-02; Ord. No. 770, § 5, 6-16-14)

Editor's note(s)—Section 5 of Ord. No. 770, adopted June 16, 2014, changed the title of § 5-9.060 from "Best management practices (BMP)" to read as herein set out.

Sec. 5-9.180. Site-specific mitigation requirements for new development and redevelopment with potential adverse impacts on postdevelopment stormwater quality.

On and after the effective date of this chapter, all projects for development or redevelopment not requiring a LID plan which have the potential to have adverse impacts on postdevelopment stormwater flows from the site, shall include the submission of a site-specific plan adequate to mitigate postdevelopment stormwater quality if the project has any one (1) or more of the following characteristics:

- (a) A vehicle or equipment fueling area;
- (b) A vehicle or equipment maintenance area, including washing and repair;
- (c) Any commercial or industrial waste handling or storage area;
- (d) An area for outdoor handling or storage of hazardous materials, as defined in this chapter;
- (e) An outdoor manufacturing area;
- (f) An area where outdoor food handling or processing occurs;
- (g) An area where outdoor animal care, confinement or slaughter occurs; or
- (h) An area of outdoor horticultural activity.

(Ord. No. 647, § 1, 9-3-02; Ord. No. 770, § 7, 6-16-14)

Editor's note(s)—See editor's note to § 5-9.120.

Section 4. Adoption of this ordinance is exempt from the California Environmental Quality Act (CEQA) in that it can be seen with certainty that there is no possibility that the ordinance may have a significant effect on the environment pursuant to State CEQA Guidelines Section 15061(b)(3). The adoption of the proposed ordinance is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. The adoption of the proposed ordinance does not have such potential. Further, the ordinance is exempt as it can be seen with certainty that there is no possibility that the ordinance would have a direct physical change on the environment. 14 Cal. Code Regs. § 15061(b). California Water Code Section 10652 also provides that CEQA does not apply to the preparation and adoption of Urban Water Management Plans or to projects implementing such plans under Water Code Section 10632.

Section 5. Construction. This Ordinance must be broadly construed in order to achieve the purposes stated in this Ordinance. It is the City Council's intent that the provisions of this Ordinance be interpreted or implemented by the City and others in a manner that facilitates the purposes set forth in this Ordinance.

Section 6. Enforceability. Repeal of any provision of the Lomita Municipal Code does not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before this Ordinance's effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

Section 7. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance or any part hereof is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining portions of this ordinance or any part thereof. The City Council of the City of Lomita hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared invalid.

Section 8. Effective Date. This ordinance shall take effect thirty (30) days after the date of its passage; and prior to fifteen (15) days after its passage, the City Clerk shall cause a copy of this ordinance to be published in accordance with the provisions of the law. The City Clerk shall certify the adoption of this ordinance.

PASSED, APPROVED AND ADOPTED, this ___ day of _____ 2022.

Barry Waite, Mayor

ATTEST:

Kathleen Horn Gregory, City Clerk

APPROVED AS TO FORM:

Trevor Rusin, City Attorney

Any action to challenge the final decision of the City made as a result of the public hearing on this application must be filed within the applicable time limits under state law, including the Code of Civil Procedure, the Government Code and the California Environmental Quality Act. Persons wishing to challenge the City's final action in Superior Court may be limited to raising only those issues they or someone else raised during the public hearing or in written correspondence delivered to the City at or before the public hearing.



CITY OF LOMITA CITY COUNCIL REPORT

TO: City Council **Item No. PH 9b**

FROM: Ryan Smoot, City Manager

PREPARED BY: Brianna Rindge, Community & Economic Development Director

MEETING DATE: December 20, 2022

SUBJECT: Discussion and Consideration to Adopt Proposed Ordinance Adopting By Reference the 2022 Los Angeles County Building Codes

RECOMMENDATION

1) Conduct public hearing, and after the City Attorney reads the title, adopt urgency Ordinance No. 842U making other revisions thereto and declaring the urgency thereof; and 2) Introduce on first reading Ordinance No. 843. and direct staff to schedule a public hearing for the second reading and adoption of the ordinance for the January 17, 2023, City Council meeting. This procedure is in accordance with California government code, section 50022.3.

BACKGROUND

The State's Health and Safety Code (Section 17958) mandates that the California Building Standards Commission adopt and publish the California Building Standards Code (Title 24 California Code of Regulations) every three years. The 2022 Edition of the California Building Standards Code becomes effective on January 1, 2023.

The proposed Ordinance would amend the Lomita Municipal Code, adopting by reference the most recent and updated versions of Los Angeles County Building, Electrical, Plumbing, Mechanical, Residential, Green Building Standards, and Existing Building Codes, with certain amendments necessitated by local conditions.

The Los Angeles County Board of Supervisors adopted an ordinance amending the aforementioned codes at its meeting on November 15, 2022, (<https://file.lacounty.gov/SDSInter/bos/supdocs/174489.pdf>). The City of Lomita contracts with Los Angeles County for building and safety services, including plan check and inspection, for building, electrical, plumbing, and mechanical permits. Every three years the City adopts the County's updated codes by reference. By its November 15,

2022, ordinance, the County revised its codes to comply with the 2022 State Codes, with certain changes and modifications necessitated by local conditions and County findings.

The City previously adopted Los Angeles County's amendments to the State Fire Code; however as of December 20, the County has not yet adopted 2022 Fire Code. Staff will bring an item to the Council for adoption of the County Fire Code by reference after the County Board of Supervisors adopts its own code. In the meantime, the unamended 2022 California Fire Code (Title 24, Part 9) will come into effect on January 1, 2023.

OPTIONS:

1. Adopt the urgency ordinance and introduce the regular ordinance on first reading, setting the public hearing for second reading at the January 17, 2023, City Council meeting.
2. Adopt the urgency ordinance but do not introduce the regular ordinance on first reading.
3. Do not adopt the urgency ordinance and do not introduce the regular ordinance on first reading.
4. Provide staff with further direction.

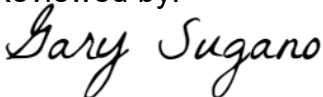
FISCAL IMPACT

None.

ATTACHMENTS

- 1) Urgency Ordinance No. 842U
- 2) Ordinance No. 843

Reviewed by:



Gary Y. Sugano
Assistant City Manager

Approved by:



Ryan Smoot
City Manager

Prepared by:



Brianna Rindge
Community & Economic Development Director

ORDINANCE NO. 842U

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, CODE AMENDMENT NO. 2022-03 ADOPTING BY REFERENCE THE LOS ANGELES COUNTY CODE AMENDING LOMITA MUNICIPAL CODE SECTIONS 10-1 (BUILDING CODE), 10-2 (ELECTRICAL CODE), 10-3 (PLUMBING CODE), 10-4 (MECHANICAL CODE), 10-7 (RESIDENTIAL CODE), 10-8 (GREEN BUILDING STANDARDS), AND 10-9 (EXISTING BUILDING CODE) INCORPORATING THE CALIFORNIA BUILDING CODE, 2022 EDITION; TITLE 26 OF THE LOS ANGELES COUNTY CODE ADOPTING THE CALIFORNIA BUILDING CODE, 2022 EDITION; TITLE 27 OF THE LOS ANGELES COUNTY CODE INCORPORATING THE CALIFORNIA ELECTRICAL CODE, 2022 EDITION; TITLE 28 OF THE LOS ANGELES COUNTY CODE INCORPORATING THE CALIFORNIA PLUMBING CODE, 2022 EDITION; TITLE 29 OF THE LOS ANGELES COUNTY CODE INCORPORATING THE CALIFORNIA MECHANICAL CODE, 2022 EDITION; TITLE 30 OF THE LOS ANGELES COUNTY CODE INCORPORATING THE CALIFORNIA RESIDENTIAL CODE, 2022 EDITION; TITLE 31 OF THE LOS ANGELES COUNTY CODE INCORPORATING THE CALIFORNIA GREEN BUILDING STANDARDS CODE, 2022 EDITION; AND TITLE 33 OF THE LOS ANGELES COUNTY CODE INCORPORATING THE CALIFORNIA EXISTING BUILDING CODE, 2022 EDITION; WITH CERTAIN CHANGES AND MODIFICATIONS, AND MAKING OTHER REVISIONS THERETO AND DECLARING THE URGENCY THEREOF

The City Council of the City of Lomita does hereby ordain as follows:

Section 1. Section 10-1.01 of Title 10 of the City of Lomita Municipal Code is amended to read as follows:

10-1.01. County building code adopted.

Except as hereinafter provided, Title 26 Building Code of the Los Angeles County Code, as amended and in effect on January 1, 2023, adopting the California Building Code, 2022 Edition (Part 2 of Title 24 of the California Code of Regulations) is incorporated herein by reference as if fully set forth below and shall be known and may be cited as the Building Code of the City of Lomita.

In the event of any conflict between provisions of the California Building Code, 2022 Edition, Title 26 of the Los Angeles County Code, or any amendment to the Building Code contained in the Lomita Municipal Code, the provision contained in the later listed document shall control.

A copy of Title 26 of the Los Angeles County Code and the California Building Code, 2022 Edition, have been deposited in the office of the City Clerk of the City of Lomita and shall be at all times maintained by the City Clerk for use and examination by the public.

Section 2. Section 10-2.01 of Title 10 of the City of Lomita Municipal Code is amended to read as follows:

Sec. 10-2.01. County electrical code adopted.

Except as hereinafter provided, Title 27, Electrical Code, of the Los Angeles County Code, as amended and in effect on January 01, 2023, adopting the California Electrical Code, 2022 Edition (Part 3 of Title 24 of the California Code of Regulations), is hereby adopted by reference and shall constitute and may be cited as the Electrical Code of the City of Lomita.

In the event of any conflict between provisions of the California Electrical Code, 2022 Edition, Title 27 of the Los Angeles County Code, or any amendment to the Electrical Code contained in the Lomita Municipal Code, the provision contained in the later listed document shall control.

A copy of Title 27 of the Los Angeles County Code and the California Electrical Code, 2022 Edition, have been deposited in the office of the City Clerk and shall be at all times maintained by the Clerk for use and examination by the public.

Section 3. Section 10-3.01 of Title 10 of the City of Lomita Municipal Code is amended to read as follows:

Sec. 10-3.01. County plumbing code adopted.

Except as hereinafter provided, Title 28, Plumbing Code of the Los Angeles County Code, as amended and in effect on January 01, 2023, adopting the California Plumbing Code, 2022 Edition (Part 5 of Title 24 of the California Code of Regulations), is hereby adopted by reference and shall constitute and may be cited as the Plumbing Code of the City of Lomita.

In the event of any conflict between provisions of the California Plumbing Code, 2022 Edition, Title 28 of the Los Angeles County Code, or any amendment to the Plumbing Code contained in the Lomita Municipal Code, the provision contained in the later listed document shall control.

A copy of Title 28 of the Los Angeles County Code and the California Plumbing Code, 2022 Edition, have been deposited in the office of the City Clerk and shall be at all times maintained by the Clerk for use and examination by the public.

Section 4. Section 10-4.01 of Title 10 of the City of Lomita Municipal Code is amended to read as follows:

10-4.01. County mechanical code adopted.

Except as hereinafter provided, Title 29, Mechanical Code of the Los Angeles County Code, as amended and in effect on January 01, 2023, adopting the California Mechanical Code, 2022 Edition (Part 4 of Title 24 of the California Code of Regulations), is hereby adopted by reference and shall constitute and may be cited as the Mechanical Code of the City of Lomita.

In the event of any conflict between provisions of the California Mechanical Code, 2022 Edition, Title 29 of the Los Angeles County Code, or any amendment to the

Mechanical Code contained in the Lomita Municipal Code, the provision contained in the later listed document shall control.

A copy of Title 29 of the Los Angeles County Code and the California Mechanical Code, 2022 Edition, have been deposited in the office of the City Clerk and shall be at all times maintained by the Clerk for use and examination by the public.

Section 5. Section 10-7.01 of Title 10 of the City of Lomita Municipal Code is amended to read as follows:

10-7.01. County residential code adopted.

Except as hereinafter provided, Title 30, Residential Code of the Los Angeles County Code, as amended and in effect on January 01, 2023, adopting the California Residential Code, 2022 Edition (Part 2.5 of Title 24 of the California Code of Regulations), is hereby adopted by reference and shall constitute and may be cited as the Residential Code of the City of Lomita.

In the event of any conflict between provisions of the California Residential Code, 2022 Edition, Title 30 of the Los Angeles County Code, or any amendment to the Residential Code contained in the Lomita Municipal Code, the provision contained in the later listed document shall control.

A copy of Title 30 of the Los Angeles County Code and the California Residential Code, 2022 Edition, have been deposited in the office of the City Clerk and shall be at all times maintained by the Clerk for use and examination by the public.

Section 6. Section 10-8.01 of Title 10 of the City of Lomita Municipal Code is amended to read as follows:

10-8.01. County green building standards adopted.

Except as hereinafter provided, Title 31, Green Building Standards Code of the Los Angeles County Code, as amended and in effect on January 01, 2023, adopting the California Green Building Standards Code, 2022 Edition, is hereby adopted by reference and shall constitute and may be cited as the Green Building Standards Code of the City of Lomita.

In the event of any conflict between provisions of the California Green Building Code, 2022 Edition, Title 31 of the Los Angeles County Code, or any amendment to the Green Building Standards Code contained in the Lomita Municipal Code, the provision contained in the later listed document shall control.

A copy of Title 31 of the Los Angeles County Code and the California Green Building Code, 2022 Edition, have been deposited in the office of the City Clerk and shall be at all times maintained by the Clerk for use and examination by the public.

Section 7. Section 10-9.01 of Title 10 of the Lomita Municipal Code to read as follows:

10-9.01. County existing building code adopted.

Except as hereinafter provided, Title 33, Existing Building Code of the Los Angeles County Code, as amended and in effect on January 01, 2023, adopting the California Existing Building Code, 2022 Edition, is hereby adopted by reference and shall constitute and may be cited as the Existing Building Code of the City of Lomita.

In the event of any conflict between provisions of the Existing Building Code, 2022 Edition, Title 33 of the Los Angeles County Code, or any amendment to the Existing Building Code contained in the Lomita Municipal Code, the provision contained in the later listed document shall control.

A copy of Title 33 of the Los Angeles County Code and the Existing Building Code, 2022 Edition, have been deposited in the office of the City Clerk and shall be at all times maintained by the Clerk for use and examination by the public.

Section 8. The City Council hereby finds that the changes and modifications to the California Building, Electrical, Plumbing, Mechanical, Residential, Green Building Standards, and Existing Building Codes that have been enacted by this ordinance are reasonably necessary because of the City's local climate, characterized by hot, dry summers, often resulting in drought conditions, followed by strong Santa Ana winds, often resulting in hazardous fire conditions, and heavy winter rains, often resulting in expansive soil conditions; the City's geological characteristics in that the area is characterized by geological instability; and location in Southern California.

The City Council hereby finds that the modifications to the State Building Code in Title 26 of the Los Angeles County Code are reasonably necessary because of the local climatic and geological conditions indicated above.

The City Council hereby further finds that the modifications to the State Building, Electrical, Plumbing, Mechanical, Residential, Green Building Standards, and Existing Building Codes in Titles 26, 27, 28, 29, 30, 31, and 33 of the Los Angeles County Code and Lomita Municipal Code Sections 10-1, 10-2, 10-3, 10-4, 10-7, 10-8, and 10-9 are administrative in nature and are necessary to allow the uniform application of the codes by procedures suited to the size and nature of the City's staff and administrative agencies by means suited to the City's experience with local climatic and geological conditions and to provide sufficient staff support for the time consuming inspections and analysis required by the City's fire and geological hazards.

Accordingly, the City Council finds the modifications in this Ordinance to the California Building, Electrical, Plumbing, Mechanical, Residential, Green Building Standards, and Existing Building Codes to be necessary for the protection of the public health, safety, and welfare.

Section 9. To the extent the provisions of this ordinance are substantially the same as previous provisions of the Lomita Municipal Code, these provisions shall be construed as continuations of those provisions and not as new enactments.

Section 10. Adoption of this ordinance is exempt from the California Environmental Quality Act (CEQA) in that it can be seen with certainty that there is no possibility that the ordinance may have a significant effect on the environment pursuant to State CEQA Guidelines Section 15061(b)(3). The adoption of the proposed ordinance is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. The adoption of the proposed ordinance does not have such potential.

Section 11. The provisions of the Building Code in effect prior to the effective date of this Ordinance shall continue to govern construction for projects for which plans were submitted for plan check prior to the effective date of this Ordinance, and for which the initial permit is issued not later than ninety (90) days after said effective date.

Section 12. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance or any part hereof is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining portions of this ordinance or any part thereof. The City Council of the City of Lomita hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared invalid.

Section 13. Urgency findings. State law requires that localities adopt the California Building Standards Code and modifications thereto, by January 1, 2023. It is essential that the City have in effect on that date codes that comport with state law and contain those modifications necessitated by unique topographic, geologic and climatic conditions. In the absence of immediate effectiveness, the provisions of the Building, Electrical, Plumbing, Mechanical, Residential, Green Building Standards, and Existing Building Codes unique to the City's special circumstances will not be in place and this will have a detrimental effect on the public, health, safety and welfare. The modifications to the Codes contain vital provisions regarding administrative procedures, roofing materials, and other similar matters necessitated by the City's exposure to Santa Ana winds and its limited rainfall in summer and fall months. For these reasons, the public health, safety and welfare require that this ordinance take effect immediately. This Ordinance is an urgency ordinance adopted pursuant to Government Code Section 36937.

Section 14. This urgency ordinance shall be effective upon adoption and shall become operative as of January 1, 2023, and shall apply to all projects submitted for plan check and/or permit application on or after that date.

Section 15. The City Clerk shall certify the adoption of this ordinance. The City Clerk shall file a certified copy of this ordinance with the California Building Standards Commission.

PASSED, APPROVED AND ADOPTED this 20th day of December 2022.

Barry Waite
Mayor

APPROVED AS TO FORM:

ATTEST:

Trevor Rusin, City Attorney

Kathleen Horn Gregory, City Clerk

ORDINANCE NO. 843

AN ORDINANCE OF THE CITY OF LOMITA, CALIFORNIA, CODE AMENDMENT NO. 2022-03 ADOPTING BY REFERENCE THE LOS ANGELES COUNTY CODE AMENDING LOMITA MUNICIPAL CODE SECTIONS 10-1 (BUILDING CODE), 10-2 (ELECTRICAL CODE), 10-3 (PLUMBING CODE), 10-4 (MECHANICAL CODE), 10-7 (RESIDENTIAL CODE), 10-8 (GREEN BUILDING STANDARDS), AND 10-9 (EXISTING BUILDING CODE) INCORPORATING THE CALIFORNIA BUILDING CODE, 2022 EDITION; TITLE 26 OF THE LOS ANGELES COUNTY CODE INCORPORATING THE CALIFORNIA BUILDING CODE, 2022 EDITION; TITLE 27 OF THE LOS ANGELES COUNTY CODE INCORPORATING THE CALIFORNIA ELECTRICAL CODE, 2022 EDITION; TITLE 28 OF THE LOS ANGELES COUNTY CODE INCORPORATING THE CALIFORNIA PLUMBING CODE, 2022 EDITION; TITLE 29 OF THE LOS ANGELES COUNTY CODE INCORPORATING THE CALIFORNIA MECHANICAL CODE, 2022 EDITION; TITLE 30 OF THE LOS ANGELES COUNTY CODE INCORPORATING THE CALIFORNIA RESIDENTIAL CODE, 2022 EDITION; TITLE 31 OF THE LOS ANGELES COUNTY CODE INCORPORATING THE CALIFORNIA GREEN BUILDING STANDARDS CODE, 2022 EDITION; AND TITLE 33 OF THE LOS ANGELES COUNTY CODE INCORPORATING THE CALIFORNIA EXISTING BUILDING CODE, 2022 EDITION; WITH CERTAIN CHANGES AND MODIFICATIONS, AND MAKING OTHER REVISIONS THERETO

The City Council of the City of Lomita does hereby ordain as follows:

Section 1. Section 10-1.01 of Title 10 of the City of Lomita Municipal Code is amended to read as follows:

10-1.01. County building code adopted.

Except as hereinafter provided, Title 26 Building Code of the Los Angeles County Code, as amended and in effect on January 1, 2023, adopting the California Building Code, 2022 Edition (Part 2 of Title 24 of the California Code of Regulations) is incorporated herein by reference as if fully set forth below and shall be known and may be cited as the Building Code of the City of Lomita.

In the event of any conflict between provisions of the California Building Code, 2022 Edition, Title 26 of the Los Angeles County Code, or any amendment to the Building Code contained in the Lomita Municipal Code, the provision contained in the later listed document shall control.

A copy of Title 26 of the Los Angeles County Code and the California Building Code, 2022 Edition, have been deposited in the office of the City Clerk of the City of Lomita and shall be at all times maintained by the City Clerk for use and examination by the public.

Section 2. Section 10-2.01 of Title 10 of the City of Lomita Municipal Code is amended to read as follows:

Sec. 10-2.01. County electrical code adopted.

Except as hereinafter provided, Title 27, Electrical Code, of the Los Angeles County Code, as amended and in effect on January 01, 2023, adopting the California Electrical Code, 2022 Edition (Part 3 of Title 24 of the California Code of Regulations), is hereby adopted by reference and shall constitute and may be cited as the Electrical Code of the City of Lomita.

In the event of any conflict between provisions of the California Electrical Code, 2022 Edition, Title 27 of the Los Angeles County Code, or any amendment to the Electrical Code contained in the Lomita Municipal Code, the provision contained in the later listed document shall control.

A copy of Title 27 of the Los Angeles County Code and the California Electrical Code, 2022 Edition, have been deposited in the office of the City Clerk and shall be at all times maintained by the Clerk for use and examination by the public.

Section 3. Section 10-3.01 of Title 10 of the City of Lomita Municipal Code is amended to read as follows:

Sec. 10-3.01. County plumbing code adopted.

Except as hereinafter provided, Title 28, Plumbing Code of the Los Angeles County Code, as amended and in effect on January 01, 2023, adopting the California Plumbing Code, 2022 Edition (Part 5 of Title 24 of the California Code of Regulations), is hereby adopted by reference and shall constitute and may be cited as the Plumbing Code of the City of Lomita.

In the event of any conflict between provisions of the California Plumbing Code, 2022 Edition, Title 28 of the Los Angeles County Code, or any amendment to the Plumbing Code contained in the Lomita Municipal Code, the provision contained in the later listed document shall control.

A copy of Title 28 of the Los Angeles County Code and the California Plumbing Code, 2022 Edition, have been deposited in the office of the City Clerk and shall be at all times maintained by the Clerk for use and examination by the public.

Section 4. Section 10-4.01 of Title 10 of the City of Lomita Municipal Code is amended to read as follows:

10-4.01. County mechanical code adopted.

Except as hereinafter provided, Title 29, Mechanical Code of the Los Angeles County Code, as amended and in effect on January 01, 2023, adopting the California Mechanical Code, 2022 Edition (Part 4 of Title 24 of the California Code of Regulations), is hereby adopted by reference and shall constitute and may be cited as the Mechanical Code of the City of Lomita.

In the event of any conflict between provisions of the California Mechanical Code, 2022 Edition, Title 29 of the Los Angeles County Code, or any amendment to the

Mechanical Code contained in the Lomita Municipal Code, the provision contained in the later listed document shall control.

A copy of Title 29 of the Los Angeles County Code and the California Mechanical Code, 2022 Edition, have been deposited in the office of the City Clerk and shall be at all times maintained by the Clerk for use and examination by the public.

Section 5. Section 10-7.01 of Title 10 of the City of Lomita Municipal Code is amended to read as follows:

10-7.01. County residential code adopted.

Except as hereinafter provided, Title 30, Residential Code of the Los Angeles County Code, as amended and in effect on January 01, 2023, adopting the California Residential Code, 2022 Edition (Part 2.5 of Title 24 of the California Code of Regulations), is hereby adopted by reference and shall constitute and may be cited as the Residential Code of the City of Lomita.

In the event of any conflict between provisions of the California Residential Code, 2022 Edition, Title 30 of the Los Angeles County Code, or any amendment to the Residential Code contained in the Lomita Municipal Code, the provision contained in the later listed document shall control.

A copy of Title 30 of the Los Angeles County Code and the California Residential Code, 2022 Edition, have been deposited in the office of the City Clerk and shall be at all times maintained by the Clerk for use and examination by the public.

Section 6. Section 10-8.01 of Title 10 of the City of Lomita Municipal Code is amended to read as follows:

10-8.01. County green building standards adopted.

Except as hereinafter provided, Title 31, Green Building Standards Code of the Los Angeles County Code, as amended and in effect on January 01, 2023, adopting the California Green Building Standards Code, 2022 Edition, is hereby adopted by reference and shall constitute and may be cited as the Green Building Standards Code of the City of Lomita.

In the event of any conflict between provisions of the California Green Building Code, 2022 Edition, Title 31 of the Los Angeles County Code, or any amendment to the Green Building Standards Code contained in the Lomita Municipal Code, the provision contained in the later listed document shall control.

A copy of Title 31 of the Los Angeles County Code and the California Green Building Code, 2022 Edition, have been deposited in the office of the City Clerk and shall be at all times maintained by the Clerk for use and examination by the public.

Section 7. Section 10-9.01 of Title 10 of the Lomita Municipal Code to read as follows:

10-9.01. County existing building code adopted.

Except as hereinafter provided, Title 33, Existing Building Code of the Los Angeles County Code, as amended and in effect on January 01, 2023, adopting the California Existing Building Code, 2022 Edition, is hereby adopted by reference and shall constitute and may be cited as the Existing Building Code of the City of Lomita.

In the event of any conflict between provisions of the Existing Building Code, 2022 Edition, Title 33 of the Los Angeles County Code, or any amendment to the Existing Building Code contained in the Lomita Municipal Code, the provision contained in the later listed document shall control.

A copy of Title 33 of the Los Angeles County Code and the Existing Building Code, 2022 Edition, have been deposited in the office of the City Clerk and shall be at all times maintained by the Clerk for use and examination by the public.

Section 8. The City Council hereby finds that the changes and modifications to the California Building, Electrical, Plumbing, Mechanical, Residential, Green Building Standards, and Existing Building Codes that have been enacted by this ordinance are reasonably necessary because of the City's local climate, characterized by hot, dry summers, often resulting in drought conditions, followed by strong Santa Ana winds, often resulting in hazardous fire conditions, and heavy winter rains, often resulting in expansive soil conditions; the City's geological characteristics in that the area is characterized by geological instability; and location in Southern California.

The City Council hereby finds that the modifications to the State Building Code in Title 26 of the Los Angeles County Code are reasonably necessary because of the local climatic and geological conditions indicated above.

The City Council hereby further finds that the modifications to the State Building, Electrical, Plumbing, Mechanical, Residential, Green Building Standards, and Existing Building Codes in Titles 26, 27, 28, 29, 30, 31, and 33 of the Los Angeles County Code and Lomita Municipal Code Sections 10-1, 10-2, 10-3, 10-4, 10-7, 10-8, and 10-9 are administrative in nature and are necessary to allow the uniform application of the codes by procedures suited to the size and nature of the City's staff and administrative agencies by means suited to the City's experience with local climatic and geological conditions and to provide sufficient staff support for the time-consuming inspections and analysis required by the City's fire and geological hazards.

Accordingly, the City Council finds the modifications in this Ordinance to the California Building, Electrical, Plumbing, Mechanical, Residential, Green Building Standards, and Existing Building Codes to be necessary for the protection of the public health, safety, and welfare.

Section 9. To the extent the provisions of this ordinance are substantially the same as previous provisions of the Lomita Municipal Code, these provisions shall be construed as continuations of those provisions and not as new enactments.

Section 10. Adoption of this ordinance is exempt from the California Environmental Quality Act (CEQA) in that it can be seen with certainty that there is no possibility that the ordinance may have a significant effect on the environment pursuant to State CEQA Guidelines Section 15061(b)(3). The adoption of the proposed ordinance is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. The adoption of the proposed ordinance does not have such potential.

Section 11. The provisions of the Building Code in effect prior to the effective date of this Ordinance shall continue to govern construction for projects for which plans were submitted for plan check prior to the effective date of this Ordinance, and for which the initial permit is issued not later than ninety (90) days after said effective date.

Section 12. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance or any part hereof is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining portions of this ordinance or any part thereof. The City Council of the City of Lomita hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared invalid.

Section 13. Effective Date. This ordinance shall take effect thirty (30) days after the date of its passage; and prior to fifteen (15) days after its passage, the City Clerk shall cause a copy of this ordinance to be published in accordance with the provisions of the law. The City Clerk shall certify the adoption of this ordinance. The City Clerk shall file a certified copy of this ordinance with the California Building Standards Commission.

Section 14. The City Clerk shall certify the adoption of this ordinance. The City Clerk shall file a certified copy of this ordinance with the California Building Standards Commission.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2023.

Barry Waite
Mayor

APPROVED AS TO FORM:

ATTEST:

Trevor Rusin, City Attorney

Kathleen Horn Gregory, City Clerk

DRAFT



CITY OF LOMITA CITY COUNCIL REPORT

TO: City Council **Item No. PH9c**

FROM: Ryan Smoot, City Manager

PREPARED BY: Brianna Rindge, Community & Economic Development Director

MEETING DATE: December 20, 2022

SUBJECT: Discussion and Consideration of Zoning Text Amendment No. 2022-02, an Ordinance Amending Lomita Municipal Code Section 11-1.27.12 to Modify Sign Regulations of the 24000 Crenshaw Boulevard Specific Plan Zone, And Finding the Project is Categorically Exempt from the California Environmental Quality Act

RECOMMENDATION

1) Introduce on first reading an ordinance modifying Lomita Municipal Code Section 11-1.27.12 and finding the project is categorically exempt from the California Environmental Quality Act, and 2) Direct staff to schedule a public hearing for the second reading and adoption of the ordinance for the January 17, 2023, City Council meeting.

BACKGROUND

In 2017, the City Council approved Ordinance No. 791, which created the 24000 Crenshaw Boulevard Specific Plan for a 220-unit multi-family residential development near the intersection of Crenshaw and Lomita Boulevards. On February 1, 2022, the City Council approved Ordinance No. 827 to adopt signage regulations specific to land regulated by the 24000 Crenshaw Boulevard Specific Plan.

On November 14, 2022, the Planning Commission recommended that City Council approve the applicant's request for augmented signage allowance within the 24000 Crenshaw Boulevard Specific Plan Zone.

SUMMARY OF THE PROPOSED ZONE TEXT AMENDMENT

The Picerne Group initiated the text amendment for an additional wall sign on the east elevation just below the top horizontal plane of the parapet wall, consistent with other wall sign placement on the building, plus a slight increase in size to a previously approved real estate monument sign on Crenshaw Boulevard.

Code Section	Type of Sign	Signs Allowed	Signs Proposed
Sec.11-1.27.12(D)(1)(a)	Building Identification	4	5
Sec.11-1.27.12(D)(2)	Wall	3 Area/sign: 0.5 ft ² /unit	4 Area: no change
Sec.11-1.27.12(F)(4)	Real Estate Sign	2 Area: 12 ft ²	2 Area: 15 ft ² /face (30 ft ²)

While the total number of building identification signs would increase from four to five signs, the total allowable sign area for building identification would not change. Lomita Municipal Code Section 11-1.27 allows 1.25 ft² of sign area per unit yielding a total of 275 ft² of sign area. With the addition of the 33.38 ft² easterly wall sign, the total building identification area amounts to 206 ft² (one double-faced monument sign face totaling 72 ft², three existing building identification wall signs totaling 100 ft², and the proposed wall sign).

The proposed monument sign on Crenshaw Boulevard is classified as a real estate sign and will only contain the word “LEASING” to alert prospective residents traveling past the driveway and building entrance of potential units. Lomita Municipal Code Section 11-1.27 allows one real estate sign per street frontage; however, it is limited to 12 ft². The applicant is proposing an increase to allow a more legible, 15 ft² double-faced sign to provide drivers with more distance to change lanes or prepare to turn, improving safety for all travelers.

ANALYSIS

Existing Conditions

The site consists of a 220-unit, five-story multi-family building with driveways on Lomita Boulevard and Crenshaw Boulevard. There exist four building identification signs: three wall signs on the north, south, and west elevations and one monument sign perpendicular to Crenshaw Boulevard. The allowance of the temporary banner sign expires September 30, 2023.

General Plan

The proposed zoning text amendment modifies regulations regarding the permitting and placement of signs for the existing apartment building. The Land Use Element’s first goal is *to promote an orderly pattern of development in the City*. The City’s existing multi-family sign standards were crafted for smaller multi-family buildings. The proposed sign standards are tailored to provide adequate advertising and visibility for a larger, high density residential building. The adoption of this zoning text amendment categorizes signs based upon the function that they will serve and fosters and aids in the harmonious, orderly, and progressive development of the City consistent with the General Plan Land Use Element’s goals and policies.

Housing Element Policy 2.2 states the City’s commitment to, “support periodic review and modifications to City ordinances, policies and programs intended to address a variety of housing types.” The 24000 Crenshaw Boulevard Specific Plan and the consideration of the proposed sign amendment is an example of the City’s implementation of this policy and is consistent and compatible with the existing apartment building and similar uses. Within the State approved Housing Element, the City has stated an intent to pursue a West Lomita Specific Plan to allow for higher residential density for properties located between Crenshaw Boulevard and downtown. The proposed Zoning Text Amendment is reflective of signage standards more befitting of higher density residential projects. Further, it is anticipated that the City staff will take this into account when bringing forth any future standards regarding the West Lomita Specific Plan Area

Environmental Determination

This proposed code amendment has been assessed in accordance with the authority and criteria contained in the California Environmental Quality Act (CEQA), the State CEQA Guidelines, and the environmental regulations of the City. The proposed code amendment is exempt from review under the California Environmental Quality Act (CEQA) (California Public Resources Code § 21000 et seq.). Under State CEQA Guidelines, section 15060(c)(2), the whole of the code amendment is exempt, because the code amendment is an administrative activity which will not result in a direct or reasonably foreseeable indirect physical change to the environment. Under section 15060(c)(3), the whole of the code amendment is exempt because the code amendment is not a “project” as defined by section 15378, since it has no potential for resulting in a direct or indirect physical change to the environment.

Further, Section 15061(b)(3) (Review for Exemption: Common Sense) of the CEQA Guidelines exempts projects that can be seen with certainty to have no possibility of having a significant effect on the environment. The proposed amendment is limited to identification and informational sign standards which include provisions to ensure that all signs are installed in a safe manner. Due to the limited proposed increase in size and number, the proposed amendment will not affect the environment or have any impact on visual resources.

Finally, the proposed code amendment is further exempt from CEQA as a minor alteration in land use limitations, as it would not change allowable land uses or density, and only serves to regulate the use of signage in a small area of the city. (CEQA Guidelines § 15305.)

OPTIONS:

1. Introduce the ordinance on first reading, setting the public hearing for second reading at the January 17, 2023, City Council meeting as recommended.
2. Do not introduce the ordinance on first reading.

3. Provide staff with further direction.

FISCAL IMPACT

None.

ATTACHMENTS

1. Proposed Ordinance
2. Planning Commission Resolution 2022-12
3. Sign Plans
4. Notice of Exemption

Reviewed by:




Gary Y. Sugano
Assistant City Manager

Approved by:



Ryan Smoot
City Manager

Prepared by:



Brianna Rindge
Community & Economic Development Director

ORDINANCE NO. 844

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, APPROVING ZONE TEXT AMENDMENT 2022-02 AMENDING LOMITA MUNICIPAL CODE SECTION 11-1.27.12, MODIFYING SIGN REGULATIONS FOR THE 24000 CRENSHAW BOULEVARD SPECIFIC PLAN ZONE AND A DETERMINATION THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA).

THE CITY COUNCIL OF THE CITY OF LOMITA HEREBY ORDAINS AS FOLLOWS:

Section 1. Recitals

- A. On November 14, 2022, the Planning Commission held a duly noticed public hearing on Zone Text Amendment No. 2022-02 (initiated by Picerne Group), where public testimony was accepted on the item and after deliberations the Planning Commission made a recommendation that the City Council approve the requested Zone Text Amendment.
- B. On December 20, 2022, the City Council considered Zone Text Amendment No. 2022-02 to amend Lomita's Municipal Code Section 11-1.27.12 to modify sign regulations in the 24000 Crenshaw Boulevard Specific Plan Zone, held a duly noticed public hearing and accepted testimony in regard to the same.

Section 2. Findings

The City Council finds that the ordinance is consistent with the General Plan because it implements the Land Use Element's first goal is to promote an orderly pattern of development in the city. The City's multi-family sign standards were crafted for smaller multi-family buildings. The proposed sign standards follow an existing pattern of allowing signs' sizes and quantities to be adjusted to fit the size of a development and/or the type of use and/or zoning district. In addition, Housing Policy 6 states, "the City will promote and encourage the use of flexible and innovative technique of site and housing design with the framework of the Zoning Ordinance." The Specific Plan and the resulting design of the building is an example of the City's encouragement of this policy. The building's signage is an extension of that process and a finishing touch of the site and building design.

The City Council also finds the proposed changes will preserve, protect, provide for, and foster the health, safety, and welfare of the citizenry in general and the persons who work, visit, or live in this development in particular.

Section 3. Environmental Review

The adoption of the Zone Text Amendment is exempt from CEQA pursuant to section 15060(c)(2) in that the whole of the code amendment is exempt, because the code amendment is an administrative activity which will not result in a direct or reasonably foreseeable indirect physical change to the environment. Under section 15060(c)(3), the whole of the code amendment is exempt because the code amendment is not a “project” as defined by section 15378, since it has no potential for resulting in a direct or indirect physical change to the environment.

Further, section 15061(b)(3) (Review for Exemption: Common Sense) of the CEQA Guidelines exempts projects that can be seen with certainty to have no possibility of having a significant effect on the environment. The adoption of the Zone Text Amendment is limited to identifying and informational sign standards. The standards include provisions to ensure that the signs are installed in a safe manner and due to the limited proposed increase in size and number, the proposed amendment will not affect the environment or have any impact on visual resources.

Finally, the adoption of the Zone Text Amendment is further exempt from CEQA as a minor alteration in land use limitations, as it would not change allowable land uses or density, and only serves to regulate the use of signage in this particular area of the City. (CEQA Guidelines § 15305.)

Section 4. Zoning Amendment

Based on the foregoing, the City Council hereby approved of the following amendments to the Lomita Municipal Code:

A. Section 11-1.27.12 (D)(1)(b) of Title XI of the Lomita Municipal Code is amended to read as follows:

“(b) The total quantity of all signs shall not to exceed five (5) signs.

1. *Monument sign.*

i. One sign shall be allowed to identify the building, so long as it does not interfere with or obstruct the visibility of pedestrians and vehicular traffic.

ii. The maximum height shall be six (6) feet from the lowest finished grade.

iii. The area for each face shall be counted separately.

iv. The sign shall be setback at least two (2) feet from the property line.

v. The sign may be externally illuminated, in accordance with subsection (7).

2. *Wall sign.*

- i. No more than four (4) wall signs shall be allowed to identify the building.
- ii. A singular sign shall not exceed one-half (0.5) a square foot for each dwelling unit located on the lot or parcel.
- iii. All signs shall be mounted flush against the wall of the building and shall not project above the parapet wall.
- iv. The sign may be externally illuminated, in accordance with subsection (7).”

B. Sec. 11-1.27.12(F)(4) of the Lomita Municipal Code is amended to read as follows:

“4. *Real estate sign.*

- a. The type of sign may be either a wall or a monument sign.
- b. One sign shall be allowed per frontage and the maximum size shall be no more than fifteen (15) square feet per face.
- c. Real estate signs shall be removed with fifteen (15) days after such property is no longer for sale, lease, or exchange.”

Section 5.

If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance or any part hereof is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining portions of this ordinance or any part thereof. The City Council of the City of Lomita hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared invalid.

Section 6. Effective Date.

This ordinance shall take effect thirty (30) days after the date of its passage; and prior to fifteen (15) days after its passage, the City Clerk shall cause a copy of this ordinance to be published in accordance with the provisions of the law. The City Clerk shall certify the adoption of this ordinance.

PASSED, APPROVED AND ADOPTED this 17th day of January 2023.

Barry Waite
Mayor

ATTEST:

Kathleen Horn Gregory, City Clerk

APPROVED AS TO FORM:

Trevor Rusin, City Attorney

RESOLUTION NO. PC 2022-12

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LOMITA RECOMMENDING CITY COUNCIL APPROVAL OF ZONE TEXT AMENDMENT 2022-02, AMENDING LOMITA MUNICIPAL CODE SECTION 11-1.27.12 TO ESTABLISH NEW SIGN STANDARDS WITHIN THE 24000 CRENSHAW BOULEVARD SPECIFIC PLAN. INITIATED BY THE PICERNE GROUP, 5000 BIRCH STREET, SUITE 600, NEWPORT BEACH, CA 92660

THE PLANNING COMMISSION OF THE CITY OF LOMITA DOES HEREBY FIND, ORDER AND RESOLVE AS FOLLOWS:

Section 1. Recitals

- A. The Planning Commission of the City of Lomita has considered a request for a Zone Text Amendment to establish modified sign standards within the 24000 Crenshaw Boulevard Specific Plan. This amendment was initiated by the Picerne Group, 5000 Birch Street, Suite 600, Newport Beach, CA 92660 in accordance with Section 11-1.70.05(B).
- B. This proposed code amendment has been assessed in accordance with the authority and criteria contained in the California Environmental Quality Act (CEQA), the State CEQA Guidelines, and the environmental regulations of the City. The proposed code amendment is exempt from review under the California Environmental Quality Act (CEQA) (California Public Resources Code § 21000 et seq.), Under State CEQA Guidelines, section 15060(c)(2), the whole of the code amendment is exempt, because the code amendment is an administrative activity which will not result in a direct or reasonably foreseeable indirect physical change to the environment. Under section 15060(c)(3), the whole of the code amendment is exempt because the code amendment is not a “project” as defined by section 15378, since it has no potential for resulting in a direct or indirect physical change to the environment.

Further, Section 15061(b)(3) (Review for Exemption: Common Sense) of the CEQA Guidelines exempts projects that can be seen with certainty to have no possibility of having a significant effect on the environment. The proposed amendment is limited to identifying and informational sign standards and signs. The standards include provisions to ensure that the signs are installed in a safe manner and due to the limited proposed increase in size and number, the proposed amendment will not affect the environment or have any impact on visual resources.

Finally, the proposed code amendment is further exempt from CEQA as a minor alteration in land use limitations, as it would not change allowable land uses or density, and only serves to regulate the use of signage in the City. (CEQA Guidelines § 15305.) On November 14, 2022, the Planning Commission held a duly noticed public hearing and accepted public testimony and evidence to consider the Zoning Text Amendment, in accordance with Lomita Municipal Code sections 11-1.70.04 and 11-1.70.05(C).

- C. After review and consideration of all evidence and testimony presented in connection with this hearing, the Planning Commission recommends that the City Council approves the

Zoning Text Amendment to establish modified sign standards within the 24000 Crenshaw Boulevard Specific Plan.

Section 2. In accordance with Municipal Code section 11-1.70.05, the Planning Commission finds that the proposed Zone Text Amendment, to establish new sign standards for the 24000 Crenshaw Boulevard Specific Plan is consistent with the General Plan as follows:

Land Use Element's first goal "*to promote an orderly pattern of development in the City.*" The proposed zone text amendment modifies regulations regarding the permitting and placement of signs for the existing apartment building. The proposed sign standards are tailored to provide adequate advertising and visibility for a larger, high density residential building. The adoption of this zone text amendment categorizes signs based upon the function that they will serve and fosters and aids in the harmonious, orderly, and progressive development of the City consistent with the General Plan Land Use Element's goals and policies.

Housing Element Policy 2.2 states the City's commitment to "*support periodic review and modifications to City ordinances, policies and programs intended to address a variety of housing types.*" The 24000 Crenshaw Boulevard Specific Plan and the consideration of the proposed sign amendment is an example of the City's implementation of this policy. The proposed sign amendment is consistent and compatible with the existing apartment building and surrounding neighborhood. The City has stated an intent to pursue a West Lomita Specific Plan to achieve higher residential density for properties located between Crenshaw Boulevard and the downtown area. The proposed sign amendment incorporates standards that are anticipated to be comparable to future standards for the West Lomita Specific Plan area.

Section 3. Based on the foregoing, the Planning Commission of the City of Lomita hereby recommends City Council approval of the following amendments to the Lomita Municipal Code as follows:

Section 11-1.27.12(D)(1)(b) of Title XI of the Lomita Municipal Code is amended to read as follows:

b. The total quantity of all signs shall not to exceed five (5) signs.

1. Monument sign.

i. One sign shall be allowed to identify the building, so long as it does not interfere with or obstruct the visibility of pedestrians and vehicular traffic.

ii. The maximum height shall be six (6) feet from the lowest finished grade.

iii. The area for each face shall be counted separately.

iv. The sign shall be setback at least two (2) feet from the property line.

v. The sign may be externally illuminated, in accordance with subsection (7).

2. Wall sign.

- i. No more than four (4) wall signs shall be allowed to identify the building.
- ii. A singular sign shall not exceed one-half (0.5) a square foot for each dwelling unit located on the lot or parcel.
- iii. All signs shall be mounted flush against the wall of the building and shall not project above the parapet wall.
- iv. The sign may be externally illuminated, in accordance with subsection (7).

Section 11-1.27.12(F)(4) of Title XI of the Lomita Municipal Code is amended to read as follows:

4. Real estate sign.


- a. The type of sign may be either a wall or a monument sign.
- b. One sign shall be allowed per frontage and the maximum size shall be no more than fifteen (15) square feet per face.
- c. Real estate signs shall be removed with fifteen (15) days after such property is no longer for sale, lease, or exchange.

PASSED and ADOPTED by the Planning Commission of the City of Lomita on this 14th day of November 2022 by the following vote:

AYES: Commissioners: Dever, Santos, Steinbach, Stephens, Thompson, Vice-Chair Graf, and Chair Cammarata

NOES: Commissioners: None

ABSENT: Commissioners: None



Steven Cammarata, Chair

ATTEST 
 Brianna Rindge
 Community and Economic Development Director

Any action to challenge the final decision of the City made as a result of the public hearing on this application must be filed within the time limits set forth in Code of Civil Procedure Section 1094.6.



September 28, 2022

City of Lomita
24300 Narbonne Avenue
Lomita, CA 90717

Re: 2457 Lomita Boulevard - Picerne Signage for KAIA
Permit No. 21-455

Dear Members of City Council and the City of Lomita Planning Commission,

Picerne Group is submitting a request to proceed with the proposed signage for your consideration and approval.

The proposed signage is consistent in both size and design of the existing project signage. The signage provides an additional building sign and an on-grade monument. These two locations further enhance the building identification and wayfinding.

KAIA's building signage currently provides visibility from northbound and southbound directions on Crenshaw Boulevard and eastbound traffic from Lomita Boulevard. The building's orientation on Lomita Boulevard also necessitates identification visible to westbound traffic. The directional monument sign on Crenshaw Boulevard is proposed for clear wayfinding for guests and future residents as they prepare to enter the project.

Picerne and the City collaborate closely on the final signage design and plan for the project. The proposed signage adds needed visibility and adequately showcases the property from both directions on Lomita and Crenshaw Boulevard.

We appreciate the City's continued partnership throughout the project completion process and welcome your feedback.

Respectfully submitted,

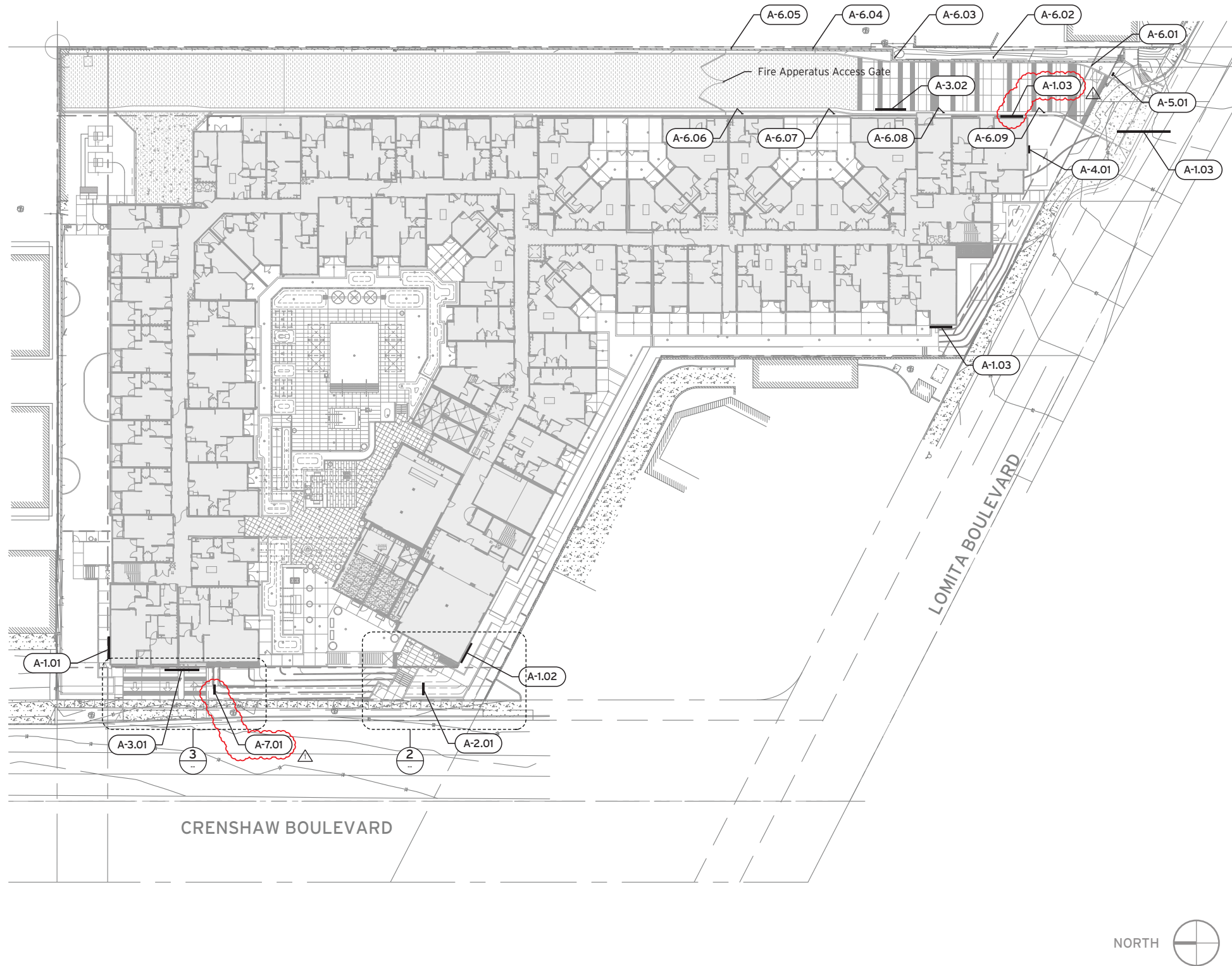


Cam Cerone
Picerne Development Company

Picerne - Lomita

City Signage Submittal



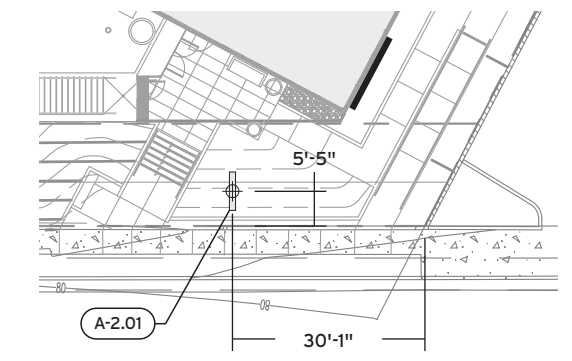
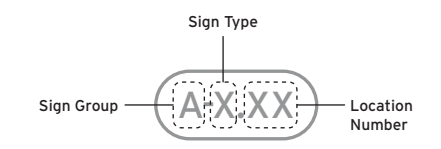


Group A - Site Signage Summary

No.	Sign Types	Quantities
A-1	Project Identification Wall Sign	4
A-2	Project Identification Monument Sign	1
A-3	Garage Entry Sign	2
A-4	Building Address Sign	1
A-5	Parking Regulations Sign	1
A-6	Fire Lane No Parking Sign	9
A-7	Leasing Directional Sign	1

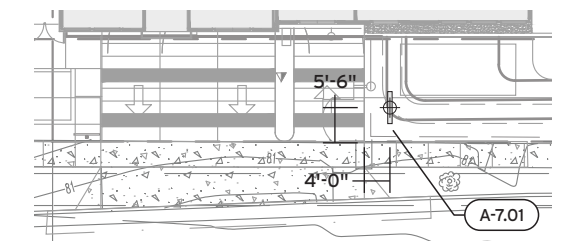
⊕ Power locations

Group A - Location Numbering Legend



2 Monument Sign Location Plan Detail

Scale: 1" = 30'-0"



3 Leasing Directional Sign Location Plan Detail

Scale: 1" = 30'-0"

1 Sign Group A - Site Signage Location Plan

Scale: 1" = 60'-0"

△ 08-29-22





1 | North Elevation

Scale: 1" = 25'-0"



2 | Partial East Elevation

Scale: 1" = 25'-0"

△ 08-29-22



Sign Type No.	Sign Type Name	Elevation Location	Length	Height	Depth	Sign Area	Height From Grade	Wall/Facade Area
A-1.01	Project Identification Wall Sign	North	11'-1 1/2"	3'-0"	3"	33.38 Sq. Ft.	59'-10"	225.58 Sq. Ft.
A-1.02	Project Identification Wall Sign	South	11'-1 1/2"	3'-0"	3"	33.38 Sq. Ft.	57'-2"	300.21 Sq. Ft.
A-1.03	Project Identification Wall Sign	West	11'-1 1/2"	3'-0"	3"	33.38 Sq. Ft.	53'-11"	199.80 Sq. Ft.
△ A-1.04	Project Identification Wall Sign	East	11'-1 1/2"	3'-0"	3"	33.38 Sq. Ft.	55'-0"	484.00 Sq. Ft.
A-2.01	Project Identification Monument Sign	North	6'-0"	6'-0"	11"	36.00 Sq. Ft.	-	-
A-3.01	Garage Entry Sign	West	17'-2"	10"	3/4"	14.31 Sq. Ft.	11'-8"	63.75 Sq. Ft.
A-3.02	Garage Entry Sign	East	15'-3"	10"	3/4"	12.71 Sq. Ft.	9'-1"	69.58 Sq. Ft.
A-4.01	Building Address Sign	South	2'-8 1/2"	10"	3/4"	2.26 Sq. Ft.	11'-9"	56.89 Sq. Ft.
A-5.01	Parking Regulation Sign	South	2'-0"	6'-0"	4 1/2"	12.00 Sq. Ft.	8"	-
A-6.01	Fire Lane No Parking Sign	-	1'-2"	8'-11"	4 1/2"	10.40 Sq. Ft.	7'-0"	-
△ A-7.01	Leasing Directional Sign	North	5'-0"	3'-0"	8 1/4"	15.00 Sq. Ft.	-	-
				△				

△ 10-11-22
△ 08-29-22



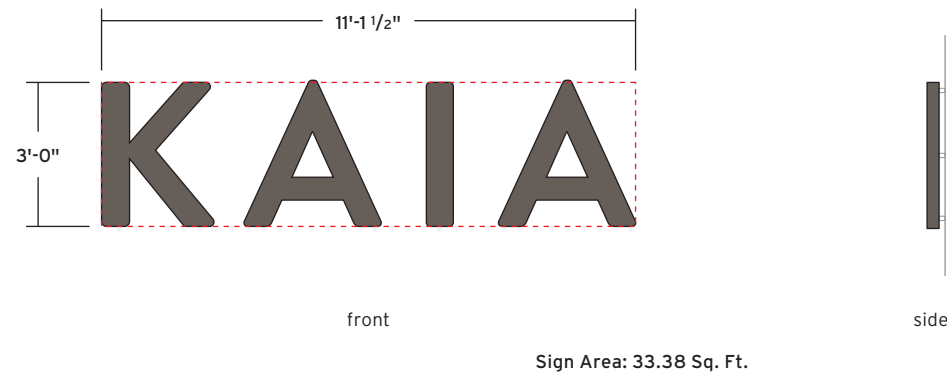
TheDesignFactor

Contact
26432 Las Alturas Avenue, Laguna Hills, CA 92653
Ph. (949) 360-5750 Fx. (949) 643-2863
thedesignfactor@cox.net www.thedesignfactor.biz

Project
Picerne - Lomita

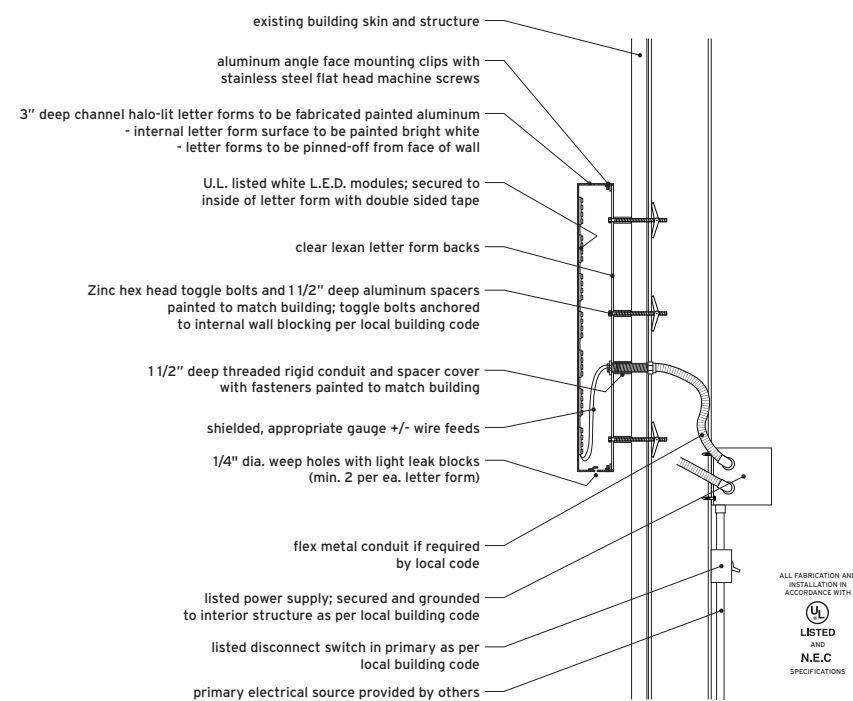
Sheet Title
Signage Matrix
December 20, 2022, Reg CC Mtg.

Sheet Number
MX
Page # 557
Date
11-30-21



2 Details

Scale: 1/4" = 1'-0"



3 Halo Lit Simulation

Scale: n.t.s.



Project Identification Wall Sign

3" deep fabricated painted aluminum reverse channel letters with halo-lit illumination.
To be illuminated with L.E.D. modules and mounted to wall with 1 1/2" deep spacers painted to match wall color.

Color

Copy Sherwin Williams SW 7505 Manor House

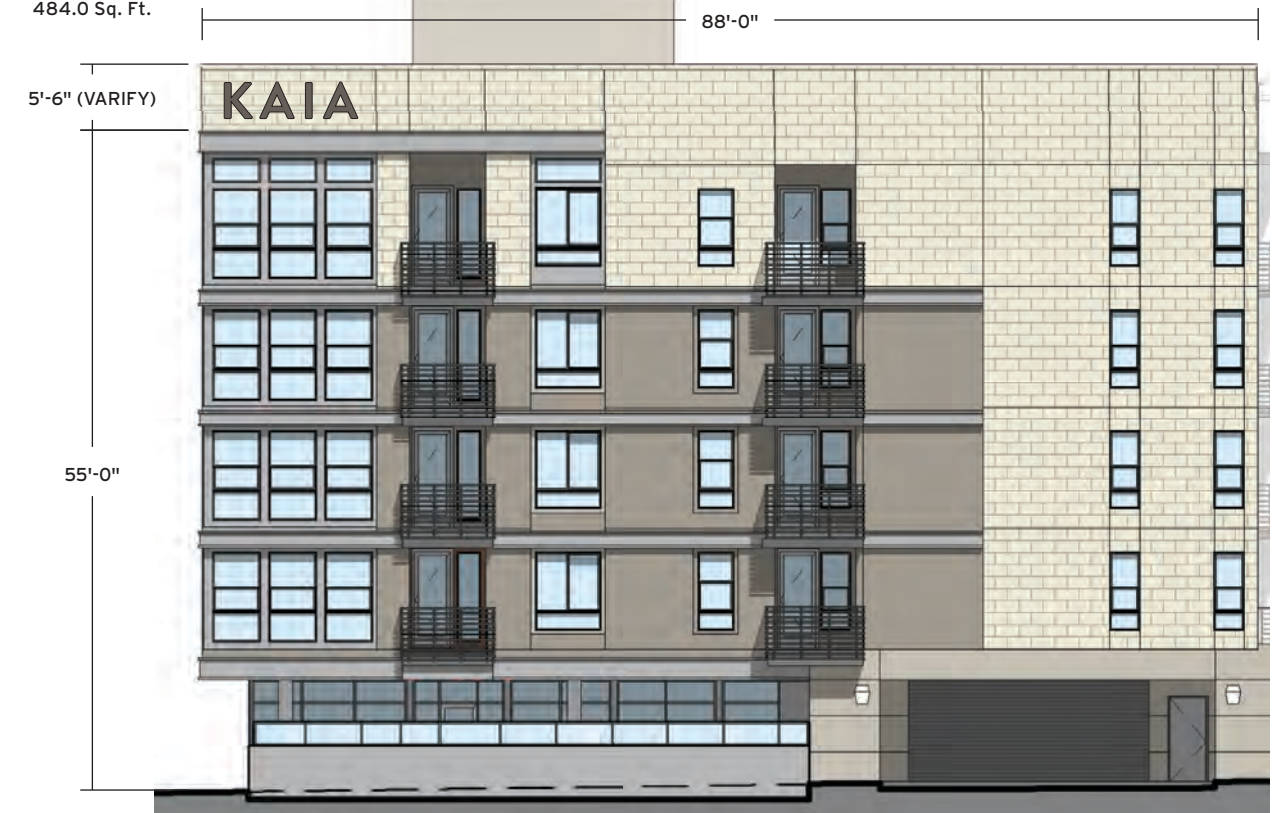
Coordination Notes

Precise location to be determined in field. Sign Contractor to coordinate with construction team for installation of electrical connection wall penetrations prior to final wall material installation and waterproofing.

Approximate Weight: 70 lbs.

Circuit Requirements: Dedicated 20AMP circuit ran on a (Dusk to Dawn) photo cell and timer.

Wall/Facade Area
484.0 Sq. Ft.



1 Partial East Elevation

Scale: 1/16" = 1'-0"

A Halo Lit Letter Section Detail

Scale: n.t.s.



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thedesignfactor@cox.net www.thedesignfactor.biz

Project

Picerne - Lomita

Sheet Title

Project Identification Wall Sign
December 20, 2022, Reg CC Mtg.

Sheet Number

A-1.3
Page # 558
Date
08-29-22

Leasing Directional Sign

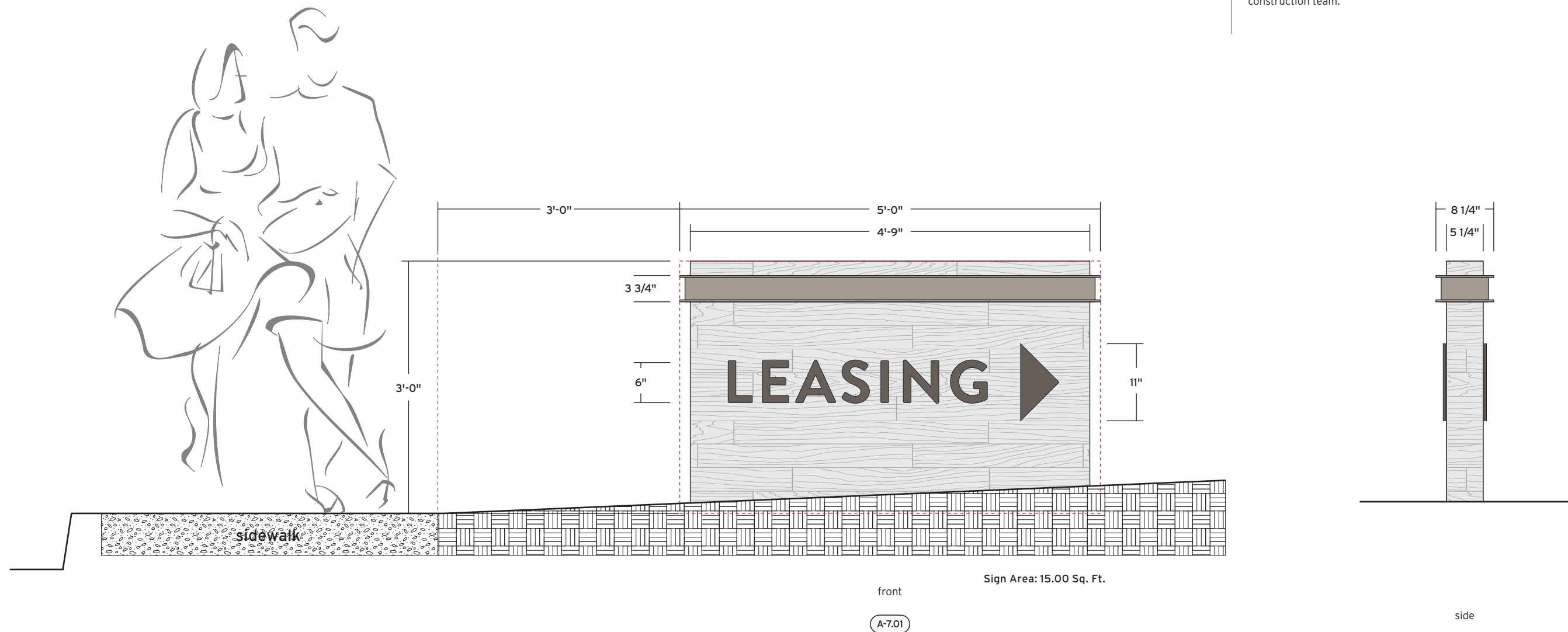
Double sided sign with poured in place board formed concrete body, fabricated painted aluminum crown accent and 3/8" thick flat cut out painted acrylic stud mounted copy. Sign to be externally (Dust to Dawn) illumination with ground mounted fixtures (by others).

Color

Crown Accent Sherwin Williams SW 7642 Paveston
 Copy Sherwin Williams SW 7505 Manor House
 Body Natural Gray

Coordination Notes

Precise location to be determined in field. Sign Contractor to coordinate with construction team.



1 Details

Scale: 3/4" = 1'-0"



TheDesignFactor

Contact

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 Ph. (949) 360-5750 Fx. (949) 643-2863
 thedesignfactor@cox.net www.thedesignfactor.biz

Project

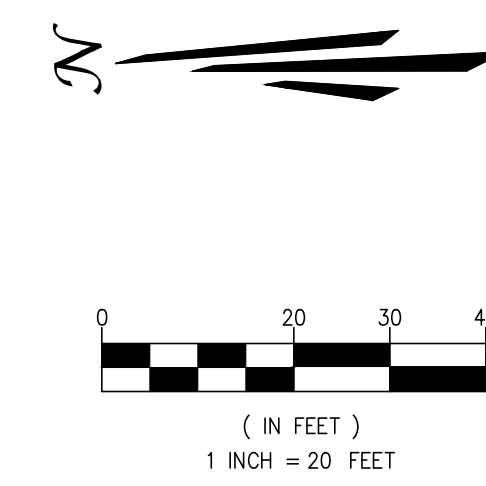
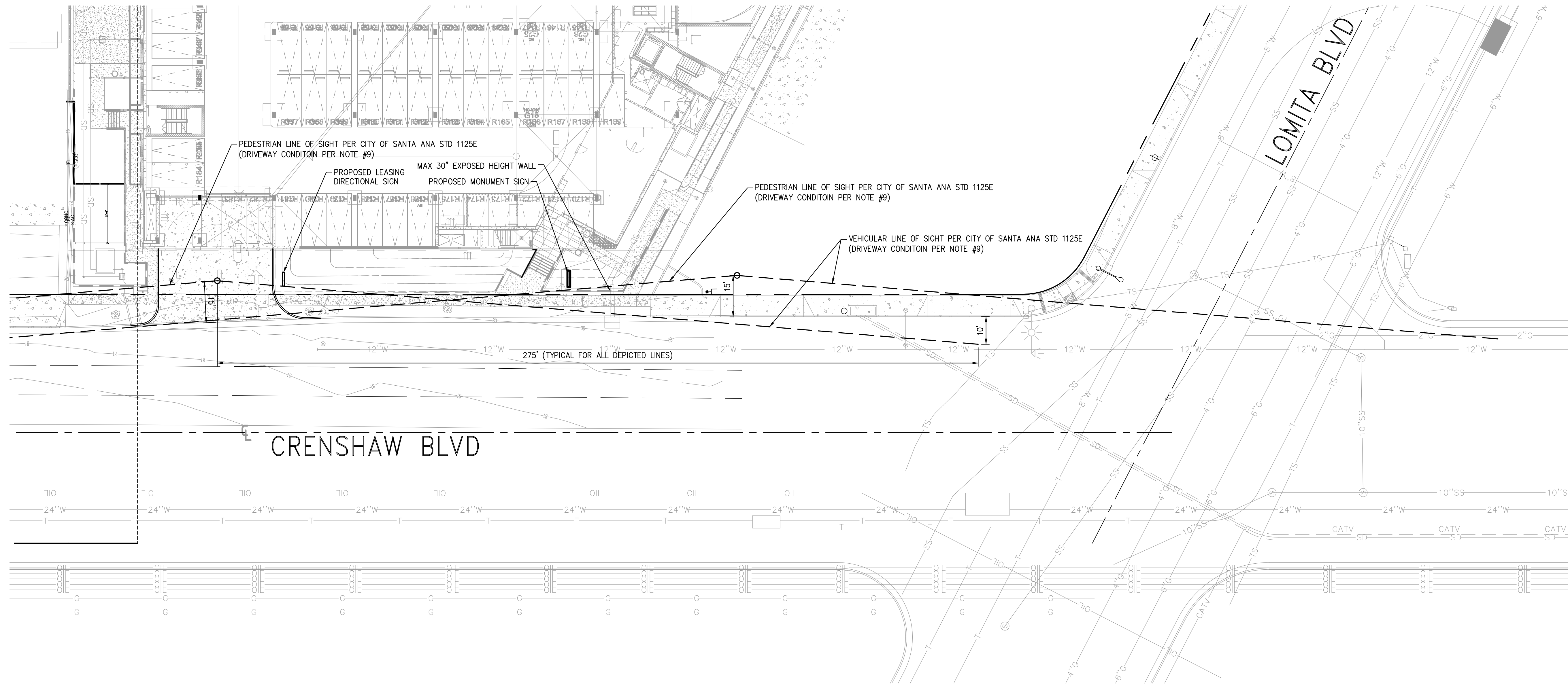
Picerne - Lomita

Sheet Title

Leasing Directional Sign
 December 20, 2022, Reg CC Mtg.

Sheet Number

A-7
 Page # 559
 Date
 09-20-22



NO.	DESCRIPTION	REVISIONS	BY	DATE	CHK

701 N. Forcener Drive
 Santa Ana, CA 92705
 P: 714/560/8200 F: 714/560/8211
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LINE OF SIGHT EXHIBIT

PICERIN LOMITA
 24000 CRENSHAW BLVD
 LOMITA, CA 90717

THE PICERIN GROUP

DRAWN: ---
 DATE: ---
 CHECKED: ---
 DATE: ---
 REVISION #: ---
 DATE: ---
 JOB NO.: SP8303



Community Development Department
Planning Division
24300 Narbonne Avenue
Lomita, CA 90717
310/325-7110
FAX 310/325-4024

NOTICE OF EXEMPTION

Project Description:

Zone Text Amendment 2022-02 a zone text amendment to modify sign regulations within Section 11-1.27.12 (24000 Crenshaw Boulevard Specific Plan). This amendment is initiated by the Picerne Group, 5000 Birch Street, Suite 600, Newport Beach, CA 92660 "Applicant"

Finding:

The City Council of the City of Lomita has reviewed the above proposed project and found it to be exempt from the provisions of the California Environmental Quality Act (CEQA).

- Ministerial Project
- Categorical Exemption (CEQA Guidelines, Section 15305)
- Statutory Exemption
- Emergency Project
- Quick Disapproval [CEQA Guidelines, Section 15270]
- No Possibility of Significant Effect [CEQA Guidelines, Section 15061(b)(3)]

Supporting Reasons:

This proposed code amendment has been assessed in accordance with the authority and criteria contained in the California Environmental Quality Act (CEQA), the State CEQA Guidelines, and the environmental regulations of the City. The proposed code amendment is exempt from review under the CEQA (California Public Resources Code § 21000 et seq.),

Per, Section 15061(b)(3) (Review for Exemption: Common Sense) of the CEQA Guidelines exempts projects that can be seen with certainty to have no possibility of having a significant effect on the environment. The proposed amendment is limited to identifying and informational sign standards and signs. The standards include provisions to ensure that the signs are installed in a safe manner and due to the limited proposed increase in size and number, the proposed amendment will not affect the environment or have any impact on visual resources.

Finally, the proposed code amendment is further exempt from CEQA as a minor alteration in land use limitations, as it would not change allowable land uses or density, and only serves to regulate the use of signage in the City. (CEQA Guidelines § 15305.)

Therefore, City Council has determined that there is no substantial evidence that the project may have a significant effect on the environment.

(Date)

Laura MacMorran
Associate Planner