

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. 2023-12
Next Ordinance No. 854

**AGENDA
REGULAR MEETING
LOMITA CITY COUNCIL
TUESDAY, JUNE 6, 2023
6:00 P.M.**

THE CITY COUNCIL HAS RESUMED PUBLIC MEETINGS IN THE COUNCIL CHAMBERS. PARTICIPATION BY MEMBERS OF THE PUBLIC IS ONLY GUARANTEED VIA IN-PERSON ATTENDANCE.

AS A COURTESY, THE CITY WILL ATTEMPT TO ALSO ALLOW PUBLIC PARTICIPATION DURING THE MEETING VIA A COMPUTER OR SMART DEVICE USING THE FOLLOWING ZOOM LINK:

<https://us02web.zoom.us/j/87836258466>

Telephone Option: (669) 900-6833 Meeting ID: 878 3625 8466

Please note that the City cannot, and does not, guarantee that the above Zoom link or dial in feature will work, that any individual commenter's computer or smart device will operate without issue, or that the City's hosting of the Zoom will work without issue. Members of the public acknowledge this and are on notice that public participation is only guaranteed via attendance in Council Chambers and that the Zoom option is provided as a courtesy only. Technological issues or failure of the Zoom link to be operational for any reason will not result in any pause, recess, or cancellation of the meeting.

If you wish to provide public comment during oral communications or for a particular agenda item, you may either contact the City Clerk's Office before the meeting, at 310-325-7110 ext. 141, complete a speaker card and give it to the City Clerk or if participating via Zoom utilize the "raise hand" function to join the queue to speak when the Mayor calls the item for discussion. Your name and city of residency is requested, but not required.

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 – Mayor Waite
- d. Roll Call

2. APPROVAL OF AGENDA

3. PRESENTATIONS

- **RECOGNITION OF RETIRING TEACHERS**
- **SOUTH BAY WORKFORCE INVESTMENT BOARD QUARTERLY REPORT**
- **UPDATE ON CITY'S CODE ENFORCEMENT**

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 (3) 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-j be approved.

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

RECOMMENDED ACTION: Approve motion.

- b. Minutes of the Regular and Special City Council Meetings of December 20, 2022

RECOMMENDED ACTION: Approve minutes.

- c. Warrants/Payroll Register

RECOMMENDED ACTION: Approve and file Warrants/Payroll Register.

- d. Consideration of a Resolution Adopting a Project List for FY 2023-2024 Funded by SB 1, the Road Repair and Accountability Act of 2017

RECOMMENDED ACTION: Adopt Resolution and authorize the City Manager or his designee to complete, sign, and submit all required documentation for receipt of Road Maintenance and Rehabilitation Account (RMRA) funds to the appropriate State and other agencies.

RESOLUTION NO. 2023-12 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2023-2024 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

- e. Consideration of Amendment No. 3 to Agreement for Managed Services - Information Technology with Numa Networks

RECOMMENDED ACTION: Approve and authorize the City Manager to execute the Amendment.

- f. Consideration of a Corrected First Amendment to Agreement with Hazen and Sawyer for Engineering Services related to the upgrades at the Cypress Water Production Facility.

RECOMMENDED ACTION: Approve the corrected First Amendment to Agreement 2020-18 with Hazen and Sawyer for engineering services related to upgrades at the Cypress Water Production Facility for a total not to exceed \$233,313 inclusive of previously approved funding; and authorize the City Manager to execute.

- g. Consideration of a Resolution Approving a Cooperation Agreement Between the City of Lomita and the County of Los Angeles for Continued Participation in the County of Los Angeles Urban Community Development Block Grant (CDBG) Program

RECOMMENDED ACTION: Adopt Resolution and authorize the Mayor or his designee to execute the agreement for the time period of July 1, 2024 through June 30, 2027.

RESOLUTION NO. 2023-13 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, APPROVING PARTICIPATION IN THE LOS ANGELES URBAN COUNTY PROGRAM

- h. Consideration of an Agreement with Airespring for Networking, Internet, and Phone Service at all City Facilities

RECOMMENDED ACTION: Approve the agreement and authorize the City Manager to sign the Master Services Agreement and any related documentation.

- i. Consideration of a First Amendment to the Agreement with Elio Palacios for Hearing Officer Services to Extend the Term and Increase the Compensation Accordingly

RECOMMENDED ACTION: Approve the amendment and authorize the City Manager to execute.

- j. Consideration of an Expenditure for the Purchase of a Zero-Emission Vehicle for Parking Enforcement Use

RECOMMENDED ACTION: Approve an expenditure not to exceed \$50,000 for the purchase of a zero-emission vehicle for parking enforcement use (including light bar installation and related accessories) and authorize the City Manager to execute.

8. SCHEDULED ITEMS

- a. **DISCUSSION AND CONSIDERATION OF CANCELLING JULY 4, 2023, CITY COUNCIL MEETING** (No staff report)

Presented by Ryan Smoot, City Manager

RECOMMENDED ACTION: Cancel meeting due to July 4, 2023, holiday.

- b. **DISCUSSION AND CONSIDERATION OF FISCAL YEAR 2022-2024 MID-CYCLE BUDGET AMENDMENTS**

Presented by Susan Kamada, Administrative Services Director

RECOMMENDED ACTION: Approve the recommendations contained in Attachment 1 and direct staff to make necessary expenditure and revenue budget amendments to implement the recommendations.

9. PUBLIC HEARINGS

- a. **DISCUSSION AND CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE CITY OF LOMITA'S LANDSCAPE MAINTENANCE DISTRICT NO. 1 CHARGES FOR FISCAL YEAR 2023-2024**

Presented by Carla Dillon,

RECOMMENDED ACTION: Conduct the required public hearing; and adopt Resolution 2023-14 approving the Landscape Maintenance District No. 1 assessment for FY 2023-24.

RESOLUTION NO. 2023-14 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, APPROVING THE CITY OF LOMITA'S LANDSCAPE MAINTENANCE DISTRICT NO. 1 CHARGES FOR FISCAL YEAR 2023-24

b. DISCUSSION AND CONSIDERATION OF ZONING TEXT AMENDMENT NO. 2023-06, AN ORDINANCE AMENDING LOMITA MUNICIPAL CODE TITLE XI (PLANNING AND ZONING) MODIFYING ACCESSORY DWELLING UNIT (ADU) REGULATIONS

Presented by Laura MacMorran, Associate Planner

RECOMMENDED ACTION: After the City Attorney reads the title of the Ordinance, accept the recommendation of the Planning Commission and introduce on first reading an ordinance amending Lomita's Municipal Code Section 11-1.30.06, find the project is statutorily exempt from the California Environmental Quality Act, and direct staff to schedule the second reading and adoption of the ordinance.

ORDINANCE NO. 854 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, AMENDING LOMITA MUNICIPAL CODE TITLE XI (PLANNING AND ZONING), CHAPTER 1 (ZONING), REVISING THE CITY'S REGULATIONS FOR ACCESSORY DWELLING UNITS TO COMPLY WITH STATE LEGISLATION AND REESTABLISH CITY STANDARDS AND A DETERMINATION THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

10. ADJOURNMENT

Written materials distributed to the City Council within 72 hours of the City Council meeting are available for public inspection via the City's website and copies are available for public inspection beginning the next regular business day in the City Clerk's Office, 24300 Narbonne Avenue, Lomita.

In compliance with the Americans with Disabilities Act (ADA) if you need special assistance to participate in this meeting, please contact the office of the City Clerk at (310) 325-7110. Notification at least forty-eight (48) hours prior to the meeting will enable the City to make reasonable arrangements.

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, Lomita Park, and uploaded to the City of Lomita website http://www.lomita.com/cityhall/city_agendas/.

Date Posted: June 2, 2023



Linda E. Abbott, CMC, Deputy City Clerk

**MINUTES OF THE
LOMITA CITY COUNCIL
SPECIAL MEETING
TUESDAY, DECEMBER 20, 2022**

PURSUANT TO EXECUTIVE ORDER N-08-21 ISSUED BY GOVERNOR NEWSOM AND AB361, THE PUBLIC AND COUNCIL PARTICIPATED IN THIS MEETING IN PERSON AND VIA ZOOM.

1. OPENING CEREMONIES

a. Call Meeting to Order

The special joint meeting of the Lomita City Council and Planning Commission was called to order by Mayor Waite at 4:02 p.m. on Tuesday, December 20, 2022, in the City Hall Upstairs Assembly Room.

b. Roll Call

PRESENT: Council Members: Gazeley (via Zoom); Segawa, Waronek, Mayor Pro Tem Uphoff, and Mayor Waite were present in the Upstairs Assembly Room

Planning Commissioners: Dever, Steinbach, Stephens, Vice Chair Graf, and Chair Cammarata

ABSENT: Commissioner Santos

STAFF PRESENT: City Manager Smoot, City Attorney Rusin, Community and Economic Development Director Rindge, and Planner Repp Loadsman were present in the Commission Conference Room; City Clerk Gregory attended via Zoom

2. ORAL COMMUNICATIONS

Mayor Waite announced the time for oral communications on items on the agenda. There being no requests from the public to speak, Mayor Waite closed oral communications.

3. STUDY SESSION

a. **DISCUSSION REGARDING CERTIFIED 6th CYCLE HOUSING ELEMENT UPDATE**

Director Rindge introduced Elizabeth Dickson from Dudek and Planner Repp Loadsman to present the Lomita Housing Element.

As this was a study session, no formal action was taken.

4. ADJOURNMENT

There being no further business to discuss, Mayor Waite adjourned the meeting at 5:55 p.m.

Respectfully submitted,

Kathleen Horn Gregory, MMC, City Clerk
Adopted:

**MINUTES OF THE
LOMITA CITY COUNCIL
REGULAR MEETING
TUESDAY, DECEMBER 20, 2022**

PURSUANT TO EXECUTIVE ORDER N-08-21 ISSUED BY GOVERNOR NEWSOM AND AB361, THE PUBLIC AND COUNCIL PARTICIPATED IN THIS MEETING IN PERSON AND VIA ZOOM.

1. OPENING CEREMONIES

a. Call Meeting to Order

The regular meeting of the Lomita City Council was called to order by Mayor Waite at 6:02 p.m. on Tuesday, December 20, 2022, in the Upstairs Assembly Room at Lomita City Hall, 24300 Narbonne Avenue, Lomita, California.

b. Flag Salute

Mayor Pro Tem Uphoff led the salute to the flag.

c. Invocation

Council Member Segawa gave the invocation.

d. Roll Call

PRESENT: Council Members Segawa and Waronek, Mayor Pro Tem Uphoff, and Mayor Waite were present in the Upstairs Assembly Room; Council Member Gazeley participated via Zoom

ABSENT: None

STAFF PRESENT: City Manager Smoot, City Attorney Rusin, Public Works Director Dillon, and Community and Economic Development Director Rindge were present in the Upstairs Assembly Room; Assistant City Manager Sugano, Administrative Services Director Kamada, and City Clerk Gregory participated via Zoom

2. APPROVAL OF AGENDA

Council Member Segawa made a motion, seconded by Council Member Waronek to approve the agenda.

MOTION CARRIED by the following vote:

AYES: Council Members: Gazeley, Segawa, Waronek, Mayor Pro Tem Uphoff, and Mayor Waite

NOES: None

ABSENT: None

3. PRESENTATIONS

Council Member Segawa presented retiring Narbonne High School teachers Carol Shaw-Loose and Cecelia Yu with certificates of recognition. She also presented former Narbonne office staffer Daniel Moore with a certificate of recognition for becoming a teacher there.

4. ORAL COMMUNICATIONS

Mayor Waite announced the time for oral communications on Consent Agenda items or subjects other than those scheduled. There being no requests from the public to speak, Mayor Waite closed oral communications.

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

Council Member Gazeley had nothing to report.

Council Member Segawa reported on the following:

- Recent motivational speech at Narbonne High School
- December 13 – South Bay Association of Chambers of Commerce Meeting where Council Member Waronek was installed as President

Council Member Waronek reported on the following:

- Recent Lomita Chamber of Commerce Board Meeting
- Recent swearing-in of new Lawndale Council Member Bernadette Suarez

Mayor Pro Tem Uphoff reported on the following:

- December 8 – City of Lomita Employee Appreciation Dinner
- December 11 – Santa Claus at the Railroad Museum
- December 12 – South Bay Cities Council of Governments Meeting
- Recent visit to homeless shelters to distribute food and other items

Mayor Waite reported on the following:

- December 14 – Los Angeles County Economic Development Corporation Meeting
- December 6 – Post-Council Meeting Reception at Lomita-Harbor City Kiwanis Club

6. CITY MANAGER'S REPORT (information only)

City Manager Smoot acknowledged the Narbonne teachers in attendance. He reminded residents that City Hall will be closed for the holidays from noon Thursday, December 22, 2022, through Monday, January 2, 2023. Emergency phone numbers may be found on the City's website.

7. CONSENT AGENDA

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

Council Member Waronek made a motion, seconded by Council Member Segawa to approve the recommended action. Mayor Waite recused himself from voting on item 7m.

MOTION CARRIED by the following vote:

AYES: Council Members: Gazeley, Segawa, and Waronek, Mayor Pro Tem Uphoff, and Mayor Waite

NOES: None

ABSENT: None

- 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.

- l. 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**

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.

Administrative Services Director Kamada introduced Ron Lopez, CPA/Audit Partner of Gruber and Lopez, Inc., who presented the staff report per the agenda material. He outlined the audit process, audit products produced, and the audit results, which were deemed of the highest opinion an auditor can issue.

Mayor Waite invited comments from the public. There being none, he brought the item back to the Council for discussion or a motion.

Council Member Segawa made a motion, seconded by Council Member Waronek to approve the recommended action.

MOTION CARRIED by the following vote:

AYES: Council Members: Gazeley, Segawa, Waronek, Mayor Pro Tem Uphoff, and Mayor Waite

NOES: None

ABSENT: None

Community and Economic Development Director Rindge introduced representatives from 4LEAF (item 71 above), Marcus Johnson, Director of Southern California Operations, and Pete Roque, Director of Code Enforcement.

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

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

City Attorney Rusin presented the staff report per the agenda material. He explained that the City Manager does not receive annual cost of living adjustments like other City staff. This adjustment will put him near the middle of the compensation range for his peers.

Mayor Waite invited comments from the public. There being none, he brought the item back to the Council for discussion or a motion.

Council Member Waronek made a motion, seconded by Council Member Segawa to approve the recommended action.

MOTION CARRIED by the following vote:

AYES: Council Members: Gazeley, Segawa, Waronek, Mayor Pro Tem Uphoff, and Mayor Waite
NOES: None
ABSENT: None

9. PUBLIC HEARINGS

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

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).

Public Works Director Dillon presented the staff report per the agenda material.

Mayor Waite opened and closed the public hearing at 6:31 p.m., as no members of the public wished to speak on this item.

There being no comments or questions from the Council, Mayor Waite brought the item back for a motion.

City Attorney Rusin read the title of the ordinance to be introduced.

Mayor Pro Tem Uphoff made a motion, seconded by Council Member Segawa to approve the recommended action.

MOTION CARRIED by the following vote:

AYES: Council Members: Gazeley, Segawa, Waronek, Mayor Pro Tem Uphoff, and Mayor Waite
NOES: None
ABSENT: None

Introduced the following titled ordinance:

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

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.

Community and Economic Development Director Rindge presented the staff report per the agenda material. As the County has yet to adopt the Fire Code, the City must adhere to the requirements of the unamended State Fire Code effective January 1, 2023.

Mayor Waite opened and closed the public hearing at 6:34 p.m., as no members of the public wished to speak on this item.

There being no comments or questions from the Council, Mayor Waite brought the item back for a motion.

City Attorney Rusin read the titles of the urgency ordinance and the ordinance to be introduced.

Council Member Segawa made a motion, seconded by Mayor Pro Tem Uphoff to approve the recommended action.

MOTION CARRIED by the following vote:

AYES: Council Members: Gazeley, Segawa, Waronek, Mayor Pro Tem Uphoff, and Mayor Waite
NOES: None
ABSENT: None

Adopted the following titled urgency ordinance:

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

Introduced the following titled ordinance:

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

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.

Community and Economic Development Director Rindge presented the staff report per the agenda material. She stated that typically such amendments do not fall under a Zone Text Amendment but in this case the property is governed by the Specific Plan.

Mayor Waite opened and closed the public hearing at 6:42 p.m., as no members of the public wished to speak on this item.

There being no comments or questions from the Council, Mayor Waite brought the item back for a motion.

City Attorney Rusin read the title of the ordinance to be introduced.

Council Member Waronek made a motion, seconded by Mayor Pro Tem Uphoff to approve the recommended action.

MOTION CARRIED by the following vote:

AYES: Council Members: Gazeley, Segawa, Waronek, Mayor Pro Tem Uphoff, and Mayor Waite
NOES: None
ABSENT: None

Introduced the following titled ordinance:

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

There being no further business to discuss, Mayor Waite adjourned the meeting, in memory of Vafa Kalani, at 6:45 p.m.

Respectfully submitted,

Kathleen Horn Gregory, MMC, City Clerk
Adopted:


TO: Honorable Mayor and City Council
FROM: Administrative Services Department
DATE: June 6, 2023
SUBJECT: WARRANT REGISTER
PAYROLL REGISTER

June 6, 2023	TOTAL WARRANTS ISSUED:	\$1,129,116.26
	Wires Transfers:	10876-10884
	Prepay:	530686-530688
	Check Numbers:	530689-530773

Total Pages of Register: 16

May 19, 2023	TOTAL PAYROLL ISSUED:	\$119,812.35
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I hereby certify that the demands or claims covered by the checks listed on pages 1 to 16 inclusive of the check register are accurate and funds are available for payment thereof:



Susan Kamada
Administrative Services Director



Lomita, CA

Warrant Registert

By Vendor Name

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Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
Vendor: 12798 - 4LEAF, Inc.					
530689	06/06/2023	4LEAF, Inc.	J4121D	Augmented Code Enforcement..	5,850.00
Vendor 12798 - 4LEAF, Inc. Total:					5,850.00
Vendor: 6948 - A1 Lawnmower Shop					
530690	06/06/2023	A1 Lawnmower Shop	01139	Oil	7.70
530690	06/06/2023	A1 Lawnmower Shop	01139	Oil	33.08
530690	06/06/2023	A1 Lawnmower Shop	01139	Ti-PCW	33.08
530690	06/06/2023	A1 Lawnmower Shop	01437	Mower-Handle	22.05
530690	06/06/2023	A1 Lawnmower Shop	01437	Mower-Breather	22.05
530690	06/06/2023	A1 Lawnmower Shop	01438	Saw Sharpen	24.00
530690	06/06/2023	A1 Lawnmower Shop	01438	Saw Maintenance-Parts	26.46
530690	06/06/2023	A1 Lawnmower Shop	01439Rake	Rake	30.87
Vendor 6948 - A1 Lawnmower Shop					Total: 199.29
Vendor: 7114 - ACE Party Rents					
530691	06/06/2023	ACE Party Rents	0037653-01	Tables and Chairs Rental-Set ...	297.50
530691	06/06/2023	ACE Party Rents	0037653-01	Tables Rental	585.00
530691	06/06/2023	ACE Party Rents	0037653-01	Tables and Chairs Rental-Deliv...	258.97
530691	06/06/2023	ACE Party Rents	0037653-01	Chairs Rental	250.00
Vendor 7114 - ACE Party Rents					Total: 1,391.47
Vendor: 7353 - ACE Whatever It Takes					
530692	06/06/2023	ACE Whatever It Takes	5849	Misc. Fasteners	3.09
530692	06/06/2023	ACE Whatever It Takes	5849	Misc. Fasteners	1.59
530692	06/06/2023	ACE Whatever It Takes	5849	Gloves Leather	28.65
530692	06/06/2023	ACE Whatever It Takes	5850	Misc. Fasteners	3.97
530692	06/06/2023	ACE Whatever It Takes	5853	Tarp Poly Blue/Brown 12 X 12	24.24
530692	06/06/2023	ACE Whatever It Takes	5855	Lava Bar Soap 5.75 oz	5.49
530692	06/06/2023	ACE Whatever It Takes	5864	Ultra Cover Satin Smokey Beig...	25.30
530692	06/06/2023	ACE Whatever It Takes	5864	Ultra Cover Gloss Marigold Sp...	52.83
530692	06/06/2023	ACE Whatever It Takes	5865	Misc. Fasteners	4.96
530692	06/06/2023	ACE Whatever It Takes	5868	Fuel Leave Blower	176.39
530692	06/06/2023	ACE Whatever It Takes	5869	Ground Connector 20A 125V	17.63
530692	06/06/2023	ACE Whatever It Takes	5869	Cord Power 16/3 SJT 6	11.01
530692	06/06/2023	ACE Whatever It Takes	5869	Cord Generator	132.29
530692	06/06/2023	ACE Whatever It Takes	5881	Returning Spray Paint	-59.47
530692	06/06/2023	ACE Whatever It Takes	5882	Returning Cord Generator	-132.29
530692	06/06/2023	ACE Whatever It Takes	5883	Paint Primer Spray Paint	26.42
530692	06/06/2023	ACE Whatever It Takes	5883	Fungicide Sulfur	8.37
530692	06/06/2023	ACE Whatever It Takes	5883	Misc. Fasteners	5.46
530692	06/06/2023	ACE Whatever It Takes	5883	Misc. Fasteners	1.87
530692	06/06/2023	ACE Whatever It Takes	5883	Misc. Fasteners	1.10
530692	06/06/2023	ACE Whatever It Takes	5884	Fertilizer	8.81
530692	06/06/2023	ACE Whatever It Takes	5885	Professional Respirator	49.59
530692	06/06/2023	ACE Whatever It Takes	5885	Padlock Combination 2"	22.04
530692	06/06/2023	ACE Whatever It Takes	5885	Replacement Cartridges	20.94
530692	06/06/2023	ACE Whatever It Takes	5885	Gate Latch 4" Black	7.27
530692	06/06/2023	ACE Whatever It Takes	5886	Cement PVC Heavy 16 oz	19.83
530692	06/06/2023	ACE Whatever It Takes	5886	Primer PVC Purple 16 oz	19.84
530692	06/06/2023	ACE Whatever It Takes	5893	Bolt Snap Iron Silver 3/8"	3.08
530692	06/06/2023	ACE Whatever It Takes	5893	Misc. Fasteners	2.19
Vendor 7353 - ACE Whatever It Takes					Total: 492.49
Vendor: 12207 - AKM Consulting Engineers, Inc.					
530693	06/06/2023	AKM Consulting Engineers, Inc.	0012213	Consulting Sevcies for CWPFP ...	15,950.00
Vendor 12207 - AKM Consulting Engineers, Inc. Total:					15,950.00

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Vendor: 7445 - All City Management Services, Inc.					
530694	06/06/2023	All City Management Services, ..	85670	Crossing Guard Services	5,338.80
Vendor 7445 - All City Management Services, Inc. Total:					5,338.80
Vendor: 6664 - Alliant Insurance Services					
530695	06/06/2023	Alliant Insurance Services	2308715	Memorial Day Special Event In...	297.00
Vendor 6664 - Alliant Insurance Services Total:					297.00
Vendor: 4060 - Allianz Life Insurance Co.					
530696	06/06/2023	Allianz Life Insurance Co.	May 23	Employee Life Insurance May ...	53.00
Vendor 4060 - Allianz Life Insurance Co. Total:					53.00
Vendor: 0545 - Allied Waste Transfer Services (BFI Falcon TS)					
530697	06/06/2023	Allied Waste Transfer Services ..	4404-000021787	Dump Fee	3,932.57
Vendor 0545 - Allied Waste Transfer Services (BFI Falcon TS) Total:					3,932.57
Vendor: 12155 - Amazon Capital Services					
530698	06/06/2023	Amazon Capital Services	13D7-RQCV-3TJV	500 Name Badge Stickers with...	12.09
530698	06/06/2023	Amazon Capital Services	14NG-C4R1-L66N	12 Pieces 16" Garden Stakes	27.42
530698	06/06/2023	Amazon Capital Services	1CRY-6XTL-6LY7	X-TREME Box 6-Straight Blade...	465.26
530698	06/06/2023	Amazon Capital Services	1DRM-9LKK-MJM9	Returning 3 Head Micro Specia...	-26.45
530698	06/06/2023	Amazon Capital Services	1DRM-9LKK-MJM9	Returning DJ Fog Juice for Wa...	-26.44
530698	06/06/2023	Amazon Capital Services	1DRM-9LKK-MJM9	Returning Picture Hanging Stri...	-23.96
530698	06/06/2023	Amazon Capital Services	1F61-4JWG-L6YH	Picture Hanging Strips	23.88
530698	06/06/2023	Amazon Capital Services	1F61-4JWG-L6YH	DJ Fog Juice for Water Based ...	26.44
530698	06/06/2023	Amazon Capital Services	1F61-4JWG-L6YH	Flame Orange 3 Head Micro S...	26.45
530698	06/06/2023	Amazon Capital Services	1GT7-966T-1LR7	US Air Force Flag Embroidered...	36.37
530698	06/06/2023	Amazon Capital Services	1GT7-966T-1LR7	US Army Military Flags 3 X 5	31.96
530698	06/06/2023	Amazon Capital Services	1GT7-966T-1LR7	Deluxe 3 X 5 Space Force Flag ...	28.65
530698	06/06/2023	Amazon Capital Services	1GT7-966T-1LR7	American Flags 3 X 5	36.53
530698	06/06/2023	Amazon Capital Services	1GT7-966T-1LR7	Embroidered USCG 3 X 5 Coast..	38.58
530698	06/06/2023	Amazon Capital Services	1GT7-966T-1LR7	Embroidered Double Sided U...	42.99
530698	06/06/2023	Amazon Capital Services	1GT7-966T-1LR7	23" Flag Spike 3 Piece	145.50
530698	06/06/2023	Amazon Capital Services	1GT7-966T-1LR7	Oak Flagpole , 8' Brown and G...	340.72
530698	06/06/2023	Amazon Capital Services	1GT7-966T-1LR7	US Navy Emblem Flag Embroi...	35.27
530698	06/06/2023	Amazon Capital Services	1GT7-966T-1LR7	Embroidery Pow Mia Flags 3 X...	33.06
530698	06/06/2023	Amazon Capital Services	1HTY-4XYT-L1FG	Power Strip, Surge Protector	48.46
530698	06/06/2023	Amazon Capital Services	1JK1-6FPJ-36NM	Black Toner Cartridge	160.84
530698	06/06/2023	Amazon Capital Services	1QMY-LL66-3T19	Picture Hanging Trips	23.97
530698	06/06/2023	Amazon Capital Services	1QMY-LL66-3T19	DJ Fog Juice for Water Based ...	26.43
530698	06/06/2023	Amazon Capital Services	1QMY-LL66-3T19	Vintage Lace Parasol	36.37
530698	06/06/2023	Amazon Capital Services	1QMY-LL66-3T19	Flame Orange 3 Head Micro S...	26.45
530698	06/06/2023	Amazon Capital Services	1TKW-G9FL-3NKG	Lenovo 510 Wireless Keyboard..	37.18
530698	06/06/2023	Amazon Capital Services	1TXQ-HXKL-4V9W	Returning Black Toner Cartrid...	-160.84
Vendor 12155 - Amazon Capital Services Total:					1,473.18
Vendor: 7408 - American Fidelity					
10877	05/21/2023	American Fidelity	D589394	Employee Life/Accident Insur...	742.40
10877	05/21/2023	American Fidelity	D589394	Employee Life/Accident Insur...	17.23
10877	05/21/2023	American Fidelity	D589394	Employee Life/Accident Insur...	56.97
10877	05/21/2023	American Fidelity	D589394	Employee Life/Accident Insur...	98.46
10877	05/21/2023	American Fidelity	D589394	Employee Life/Accident Insur...	198.88
10877	05/21/2023	American Fidelity	D589394	Employee Life/Accident Insur...	164.10
10877	05/21/2023	American Fidelity	D589394	Employee Life/Accident Insur...	3.07
10877	05/21/2023	American Fidelity	D589394	Employee Life/Accident Insur...	3.30
10877	05/21/2023	American Fidelity	D589394	Employee Life/Accident Insur...	108.00
10877	05/21/2023	American Fidelity	D589394	Employee Life/Accident Insur...	408.47
10882	06/01/2023	American Fidelity	2160082A	Employee Flexible Spending A...	1,834.29
Vendor 7408 - American Fidelity Total:					3,635.17
Vendor: 0285 - Amtech Elevator Services					
530699	06/06/2023	Amtech Elevator Services	151401192707	Elevator Maintenance June 23...	656.88
Vendor 0285 - Amtech Elevator Services Total:					656.88

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Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
Vendor: 12257 - Aramsco Inc.					
530700	06/06/2023	Aramsco Inc.	55833412.001	Black Liners B60 X H 36 X 58	487.98
530700	06/06/2023	Aramsco Inc.	55833412.001	Reclaimed White Terry Cloth ...	133.28
Vendor 12257 - Aramsco Inc. Total:					621.26
Vendor: 6609 - AT&T					
530701	06/06/2023	AT&T	19904606	City Hall and Park April 23	460.01
530701	06/06/2023	AT&T	19904606	Water April 23	44.32
530701	06/06/2023	AT&T	19904608	Railroad Museum	22.89
530701	06/06/2023	AT&T	19905010	City Hall	17.20
Vendor 6609 - AT&T					Total: 544.42
Vendor: 3334 - Autozone, Inc.					
530702	06/06/2023	Autozone, Inc.	2859518287	Endurance Power Steering P...	33.08
530702	06/06/2023	Autozone, Inc.	2859581253	Extra Large Funnel	5.06
530702	06/06/2023	Autozone, Inc.	2859581253	Little Tree Car Freshener	7.49
530702	06/06/2023	Autozone, Inc.	2859581253	Expert Acrylic Enamel Gloss Cl...	26.66
530702	06/06/2023	Autozone, Inc.	2859581253	10W-30 Motor Oil	39.89
530702	06/06/2023	Autozone, Inc.	2859583869	5 Gal Bucket with Handle	11.44
530702	06/06/2023	Autozone, Inc.	2859583869	Extra Strength Starting Fluid	8.18
530702	06/06/2023	Autozone, Inc.	2859583869	Starting Fluid	7.04
530702	06/06/2023	Autozone, Inc.	2859583869	5/8" Pin & Clip	4.35
530702	06/06/2023	Autozone, Inc.	2859583869	Blue Shop Towels Roll	3.31
530702	06/06/2023	Autozone, Inc.	2859583869	1 3/4"-2 3/4" Hose Clamps	3.30
530702	06/06/2023	Autozone, Inc.	2859583869	7 1/2" Drop Adjustable Ball M...	51.29
530702	06/06/2023	Autozone, Inc.	2859610143	Oil Filter	6.16
530702	06/06/2023	Autozone, Inc.	2859610143	Class Cleaner	6.71
530702	06/06/2023	Autozone, Inc.	2859610143	0W-20 Motor Oil	38.80
530702	06/06/2023	Autozone, Inc.	2859622601	Long Life Bulbs	16.52
530702	06/06/2023	Autozone, Inc.	2859629384	Long Life Bulbs	8.81
530702	06/06/2023	Autozone, Inc.	2859637632	Diesel Exhaust Fluid	45.18
530702	06/06/2023	Autozone, Inc.	2859637632	Window Squeegee	7.49
530702	06/06/2023	Autozone, Inc.	2859645247	2" x 27' Ratchet with Flat Hook	25.35
530702	06/06/2023	Autozone, Inc.	2859652596	5 Gal Buckt with Handle	5.72
530702	06/06/2023	Autozone, Inc.	2859652596	Concentrated Car Wash	5.45
530702	06/06/2023	Autozone, Inc.	2859652596	All Cleaning Wipes	14.53
530702	06/06/2023	Autozone, Inc.	2859652596	Natural Chamois	17.08
530702	06/06/2023	Autozone, Inc.	2859652596	Tire Wet Spray	17.84
Vendor 3334 - Autozone, Inc.					Total: 416.73
Vendor: 12252 - Barry Waite					
530703	06/06/2023	Barry Waite	052123	Reimbursement for Mileage, ...	1,004.76
Vendor 12252 - Barry Waite Total:					1,004.76
Vendor: 12848 - Beatrice Alvarado					
530704	06/06/2023	Beatrice Alvarado	2004053.001	Refund-Tom Rico Center Depo...	200.00
Vendor 12848 - Beatrice Alvarado Total:					200.00
Vendor: 7113 - Bee 'N Wasp Nest Removal					
530705	06/06/2023	Bee 'N Wasp Nest Removal	957169	Remove Bees	125.00
Vendor 7113 - Bee 'N Wasp Nest Removal					Total: 125.00
Vendor: 7477 - Best Best & Krieger, LLP					
530706	06/06/2023	Best Best & Krieger, LLP	962935	Legal Services March 23	6,975.44
530706	06/06/2023	Best Best & Krieger, LLP	962935	Legal Services March 23	1,230.96
530706	06/06/2023	Best Best & Krieger, LLP	962936	Code Enforcement/General Lit...	5,514.05
530706	06/06/2023	Best Best & Krieger, LLP	965401	Legal Services April 2023	8,085.20
530706	06/06/2023	Best Best & Krieger, LLP	965401	Legal Services April 2023	1,426.80
530706	06/06/2023	Best Best & Krieger, LLP	965402	Code Enforcement/General Lit...	2,291.80
Vendor 7477 - Best Best & Krieger, LLP					Total: 25,524.25
Vendor: 12762 - Brianna Rindge					
530707	06/06/2023	Brianna Rindge	05092023	Mileage Reimbursement	21.22
530707	06/06/2023	Brianna Rindge	050923	Reimbursement for Directors ...	12.65

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Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
530707	06/06/2023	Brianna Rindge	052423	Mileage Reimbursement	252.32
Vendor 12762 - Brianna Rindge Total:					286.19
Vendor: 12180 - Burnin Daylight Brewing Company					
530708	06/06/2023	Burnin Daylight Brewing Com...	ARPA 2023	Facade Improvement Program...	25,000.00
Vendor 12180 - Burnin Daylight Brewing Company Total:					25,000.00
Vendor: 7319 - California State Disbursement Unit					
530687	05/30/2023	California State Disbursement...	060223	Employee Garnishment-Pay D...	230.76
530709	06/06/2023	California State Disbursement...	061623	Employee Garnishment-Pay D...	230.76
Vendor 7319 - California State Disbursement Unit Total:					461.52
Vendor: 12453 - Capital One Public Funding LLC					
10884	05/31/2023	Capital One Public Funding LLC	053123	Debt Services-Principal and In...	230,505.90
Vendor 12453 - Capital One Public Funding LLC Total:					230,505.90
Vendor: 3561 - CivicPlus, LLC					
530710	06/06/2023	CivicPlus, LLC	259737	Municode Administrative Sup...	350.00
Vendor 3561 - CivicPlus, LLC Total:					350.00
Vendor: 4040 - Colonial Insurance Co.					
10876	05/19/2023	Colonial Insurance Co.	May 23	Employee Life/Accident Insur...	474.33
10876	05/19/2023	Colonial Insurance Co.	May 23	Employee Life/Accident Insur...	453.82
10876	05/19/2023	Colonial Insurance Co.	May 23	Employee Life/Accident Insur...	220.87
10876	05/19/2023	Colonial Insurance Co.	May 23	Employee Life/Accident Insur...	80.09
10876	05/19/2023	Colonial Insurance Co.	May 23	Employee Life/Accident Insur...	73.62
10876	05/19/2023	Colonial Insurance Co.	May 23	Employee Life/Accident Insur...	97.04
Vendor 4040 - Colonial Insurance Co. Total:					1,399.77
Vendor: 0915 - Copy Rite Printing					
530711	06/06/2023	Copy Rite Printing	39562	Code Enforcement Notice Fo...	39.37
530711	06/06/2023	Copy Rite Printing	39574	10 Regular Envelopes With Bl...	123.46
Vendor 0915 - Copy Rite Printing Total:					162.83
Vendor: 7371 - Corporate Payment Systems					
530712	06/06/2023	Corporate Payment Systems	H. Flores 042523	Coffee Supplies	109.08
530712	06/06/2023	Corporate Payment Systems	H. Flores 042523	Mower Maintenance Supplies	373.68
Vendor 7371 - Corporate Payment Systems Total:					482.76
Vendor: 6757 - Dataprose, Inc.					
530713	06/06/2023	Dataprose, Inc.	3P71430	Consumer Confidence Reports...	317.20
530713	06/06/2023	Dataprose, Inc.	Water Bills and Leak Letters	Water Bills	391.59
530713	06/06/2023	Dataprose, Inc.	Water Bills and Leak Letters	Leak Letters	248.89
Vendor 6757 - Dataprose, Inc. Total:					957.68
Vendor: 12704 - David Evans & Associates, Inc.					
530714	06/06/2023	David Evans & Associates, Inc.	535119	Engineering Design-Street Rec...	2,479.00
Vendor 12704 - David Evans & Associates, Inc. Total:					2,479.00
Vendor: 12837 - Daylight Sales					
530715	06/06/2023	Daylight Sales	220091	Gift Shop Supplies-Sales Tax	-26.55
530715	06/06/2023	Daylight Sales	220091	Black Hat W/White Lettering (...)	313.78
Vendor 12837 - Daylight Sales Total:					287.23
Vendor: 12838 - DD Montes Construction Inc					
530716	06/06/2023	DD Montes Construction Inc	051723	Refund Plan Review	7.31
530716	06/06/2023	DD Montes Construction Inc	051723	Refund Plan Review	182.75
Vendor 12838 - DD Montes Construction Inc Total:					190.06
Vendor: 7301 - Discount Playground Supply, Inc.					
530717	06/06/2023	Discount Playground Supply, I...	17457	Fast Patch Binder 1 Quart	304.07
530717	06/06/2023	Discount Playground Supply, I...	17457	Blue-Black XL Fast Patch	641.54
Vendor 7301 - Discount Playground Supply, Inc. Total:					945.61
Vendor: 7438 - Duke Service Center, Inc.					
530718	06/06/2023	Duke Service Center, Inc.	043023	PW-PK	802.29
530718	06/06/2023	Duke Service Center, Inc.	043023	PW-Street	1,321.17
530718	06/06/2023	Duke Service Center, Inc.	043023	Water	123.49
Vendor 7438 - Duke Service Center, Inc. Total:					2,246.95

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Vendor: 12205 - Elite Equipment Rental, LLC					
530719	06/06/2023	Elite Equipment Rental, LLC	144	Founder's Day-Train Ride Serv...	1,850.00
Vendor 12205 - Elite Equipment Rental, LLC Total:					1,850.00
Vendor: 6694 - Fireworks & Stage FX America					
530720	06/06/2023	Fireworks & Stage FX America	21292	Founder's Day Fireworks-Final...	9,500.00
Vendor 6694 - Fireworks & Stage FX America Total:					9,500.00
Vendor: 12849 - Galaxy Security Company Inc					
530721	06/06/2023	Galaxy Security Company Inc	001	Security Services-12 Unarmed...	11,400.00
Vendor 12849 - Galaxy Security Company Inc Total:					11,400.00
Vendor: 3962 - Ganahl Lumber Company					
530722	06/06/2023	Ganahl Lumber Company	150837123	Respirator Masks	59.38
Vendor 3962 - Ganahl Lumber Company Total:					59.38
Vendor: 12282 - Haag Networking LLC					
530723	06/06/2023	Haag Networking LLC	4835	Network Cables Installation-L...	6,759.17
530723	06/06/2023	Haag Networking LLC	4835	Network Cables Installation-...	5,312.75
Vendor 12282 - Haag Networking LLC Total:					12,071.92
Vendor: 6946 - Hach Company					
530724	06/06/2023	Hach Company	13592906	FA Chlorinating Solution 4ML	248.03
530724	06/06/2023	Hach Company	13592906	Nitrivier 3 PWD 10ML 100-Pk	203.91
530724	06/06/2023	Hach Company	13592906	Monochloride Reagent 100-Pk	423.48
Vendor 6946 - Hach Company Total:					875.42
Vendor: 3052 - Home Depot Credit Services					
530725	06/06/2023	Home Depot Credit Services	1080509	1/2" Copper Pressure 90-Degr...	2.32
530725	06/06/2023	Home Depot Credit Services	1080509	1/2" Copper Pressure Slip Cou...	2.77
530725	06/06/2023	Home Depot Credit Services	1080509	1/2" Heavy-Duty Fitting Brush	4.17
530725	06/06/2023	Home Depot Credit Services	1080509	1/2" x 2' Copper Type L Pipe	18.99
530725	06/06/2023	Home Depot Credit Services	1080509	Single Flint Striker with Flints	9.90
530725	06/06/2023	Home Depot Credit Services	3524530	White Painter's Rags 200-Cou...	46.24
530725	06/06/2023	Home Depot Credit Services	3524530	Paint Care Fee	2.60
530725	06/06/2023	Home Depot Credit Services	3524530	Shed Resistant White Woven...	20.05
530725	06/06/2023	Home Depot Credit Services	3524530	Angled Sash Utility Paint Brush...	20.90
530725	06/06/2023	Home Depot Credit Services	3524530	1 gal. Protective Enamel Gloss...	255.69
530725	06/06/2023	Home Depot Credit Services	3524530	7" Mini Roller Tray Black	33.34
530725	06/06/2023	Home Depot Credit Services	5094150	1 Gal. Lavender Disinfectant a...	11.84
530725	06/06/2023	Home Depot Credit Services	5094150	Liquid Hand Soap Refill 50 oz	13.19
530725	06/06/2023	Home Depot Credit Services	5094150	All Purpose Multi-Surface Cle...	16.96
530725	06/06/2023	Home Depot Credit Services	5094150	Disinfecting Bleach Cleaner 12...	21.43
530725	06/06/2023	Home Depot Credit Services	5094150	14" x 14" Microfiber Cloth To...	22.01
530725	06/06/2023	Home Depot Credit Services	5094150	All-Purpose Cleaner	27.74
530725	06/06/2023	Home Depot Credit Services	6030672	Water Bottle Deposit	4.80
530725	06/06/2023	Home Depot Credit Services	6030672	Bottle Water	19.92
530725	06/06/2023	Home Depot Credit Services	6030672	1" x 4" x 16' Standard and Bet...	33.88
530725	06/06/2023	Home Depot Credit Services	6030672	California Lumber Fee	0.28
530725	06/06/2023	Home Depot Credit Services	7510950	10 in. Flow-Thru Wash Brush	8.81
530725	06/06/2023	Home Depot Credit Services	7510950	Lock-On Multi-Angle Wash Br...	16.50
530725	06/06/2023	Home Depot Credit Services	7510950	1 Gal. Herbal Scent Antibacter...	19.49
530725	06/06/2023	Home Depot Credit Services	7510950	Lock-On 4-Sided Deck Scrub B...	21.79
530725	06/06/2023	Home Depot Credit Services	7510950	12 ft. Aluminum Telescoping ...	37.45
530725	06/06/2023	Home Depot Credit Services	9031143	Water Bottle Deposit	7.20
530725	06/06/2023	Home Depot Credit Services	9031143	Bottle Water	29.88
Vendor 3052 - Home Depot Credit Services Total:					730.14
Vendor: 3037 - ICON					
530726	06/06/2023	ICON	9055-2	Youth Sport Shirts with Numb...	1,482.25
Vendor 3037 - ICON Total:					1,482.25
Vendor: 3395 - International Institute of Municipal Clerks					
530727	06/06/2023	International Institute of Muni...	041123	IIMC Membership Dues-L. Ab...	150.00
Vendor 3395 - International Institute of Municipal Clerks Total:					150.00

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Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
Vendor: 12598 - James Productions Inc.					
530728	06/06/2023	James Productions Inc.	06219-JT	Founder's Day-Ferris Wheel, Sl...	28,200.00
Vendor 12598 - James Productions Inc. Total:					28,200.00
Vendor: 4684 - Janpier Adamzadeh					
530729	06/06/2023	Janpier Adamzadeh	052523	Wellness Reimbursement	150.00
Vendor 4684 - Janpier Adamzadeh Total:					150.00
Vendor: 7420 - JFS Care					
530730	06/06/2023	JFS Care	April 23	Services-Lifeline April 23	780.00
Vendor 7420 - JFS Care Total:					780.00
Vendor: 6915 - Jim Gazeley					
530731	06/06/2023	Jim Gazeley	052223	Mileage Reimbursement	179.47
Vendor 6915 - Jim Gazeley Total:					179.47
Vendor: 12069 - Joe A. Gonsalves & Son					
530732	06/06/2023	Joe A. Gonsalves & Son	160742	Consulting Services May 23	3,000.00
Vendor 12069 - Joe A. Gonsalves & Son Total:					3,000.00
Vendor: 7498 - Johnson Controls Security Solutions					
530733	06/06/2023	Johnson Controls Security Solu...	38826102	Museum Security June 23-Au...	281.37
Vendor 7498 - Johnson Controls Security Solutions Total:					281.37
Vendor: 3507 - L&B Pipe and Supply Co.					
530734	06/06/2023	L&B Pipe and Supply Co.	S115481266.001	Schedule 80 PVC 90 Elb	223.17
530734	06/06/2023	L&B Pipe and Supply Co.	S115481266.001	Dottie 3/8 X Wedge Anchors F...	5.45
530734	06/06/2023	L&B Pipe and Supply Co.	S115481266.001	Dottie 3/8 X Wedge Anchors F...	4.52
Vendor 3507 - L&B Pipe and Supply Co. Total:					233.14
Vendor: 3130 - L.A. County Department of Animal Care & Control					
530735	06/06/2023	L.A. County Department of An...	April 23	Animal Housing April 23	-755.00
530735	06/06/2023	L.A. County Department of An...	April 23	Animal Housing April 23	4,648.88
Vendor 3130 - L.A. County Department of Animal Care & Control Total:					3,893.88
Vendor: 3187 - L.A. County Department of Public Works					
530736	06/06/2023	L.A. County Department of Pu...	RE-PW-23050805877	Industrial Waste April 23	4,357.94
Vendor 3187 - L.A. County Department of Public Works Total:					4,357.94
Vendor: 3048 - L.A. County Sheriff's Department					
530737	06/06/2023	L.A. County Sheriff's Departm...	233031EC	March 23	282,614.15
530737	06/06/2023	L.A. County Sheriff's Departm...	233031EC	March 23	17,604.75
530737	06/06/2023	L.A. County Sheriff's Departm...	233031EC	March 23	33,024.08
530737	06/06/2023	L.A. County Sheriff's Departm...	233056DL	Traffic Enforcement April 23	1,146.05
Vendor 3048 - L.A. County Sheriff's Department Total:					334,389.03
Vendor: 3331 - Lee's Tires					
530738	06/06/2023	Lee's Tires	77954	2019 Ford F-150 Tire Repair	25.00
Vendor 3331 - Lee's Tires Total:					25.00
Vendor: 12247 - LegalShield					
530739	06/06/2023	LegalShield	May 23	Employee Legal Insurance Be...	107.40
Vendor 12247 - LegalShield Total:					107.40
Vendor: 6349 - Liebert Cassidy Whitmore					
530740	06/06/2023	Liebert Cassidy Whitmore	240355	HR Attorney	255.00
530740	06/06/2023	Liebert Cassidy Whitmore	240355	HR Attorney	255.00
Vendor 6349 - Liebert Cassidy Whitmore Total:					510.00
Vendor: 12844 - Light Your Events Co					
530741	06/06/2023	Light Your Events Co	7A2AB210-0004	Grad Sign Numbers-Sales Tax	-330.05
530741	06/06/2023	Light Your Events Co	7A2AB210-0004	Grad Sign Numbers-4ft Marqu...	3,550.05
Vendor 12844 - Light Your Events Co Total:					3,220.00
Vendor: 6442 - Lincoln National Life Insurance Co.					
10883	06/01/2023	Lincoln National Life Insurance...	4554101537	Employee Life/STD/LTD Insur...	34.84
10883	06/01/2023	Lincoln National Life Insurance...	4554101537	Employee Life/STD/LTD Insur...	219.80
10883	06/01/2023	Lincoln National Life Insurance...	4554101537	Employee Life/STD/LTD Insur...	105.72
10883	06/01/2023	Lincoln National Life Insurance...	4554101537	Employee Life/STD/LTD Insur...	21.01
10883	06/01/2023	Lincoln National Life Insurance...	4554101537	Employee Life/STD/LTD Insur...	134.53

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Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
10883	06/01/2023	Lincoln National Life Insurance..4554101537		Employee Life/STD/LTD Insur...	26.52
10883	06/01/2023	Lincoln National Life Insurance..4554101537		Employee Life/STD/LTD Insur...	4.16
10883	06/01/2023	Lincoln National Life Insurance..4554101537		Employee Life/STD/LTD Insur...	27.25
10883	06/01/2023	Lincoln National Life Insurance..4554101537		Employee Life/STD/LTD Insur...	29.86
10883	06/01/2023	Lincoln National Life Insurance..4554101537		Employee Life/STD/LTD Insur...	5.20
10883	06/01/2023	Lincoln National Life Insurance..4554101537		Employee Life/STD/LTD Insur...	46.80
10883	06/01/2023	Lincoln National Life Insurance..4554101537		Employee Life/STD/LTD Insur...	244.54
10883	06/01/2023	Lincoln National Life Insurance..4554101537		Employee Life/STD/LTD Insur...	19.76
10883	06/01/2023	Lincoln National Life Insurance..4554101537		Employee Life/STD/LTD Insur...	113.11
10883	06/01/2023	Lincoln National Life Insurance..4554101537		Employee Life/STD/LTD Insur...	20.28
10883	06/01/2023	Lincoln National Life Insurance..4554101537		Employee Life/STD/LTD Insur...	87.54
10883	06/01/2023	Lincoln National Life Insurance..4554101537		Employee Life/STD/LTD Insur...	41.60
10883	06/01/2023	Lincoln National Life Insurance..4554101537		Employee Life/STD/LTD Insur...	168.65
10883	06/01/2023	Lincoln National Life Insurance..4554101537		Employee Life/STD/LTD Insur...	76.78
10883	06/01/2023	Lincoln National Life Insurance..4554101537		Employee Life/STD/LTD Insur...	11.44
10883	06/01/2023	Lincoln National Life Insurance..4554101537		Employee Life/STD/LTD Insur...	54.60
10883	06/01/2023	Lincoln National Life Insurance..4554101537		Employee Life/STD/LTD Insur...	163.63
10883	06/01/2023	Lincoln National Life Insurance..4554101537		Employee Life/STD/LTD Insur...	67.32
10883	06/01/2023	Lincoln National Life Insurance..4554101537		Employee Life/STD/LTD Insur...	20.80
10883	06/01/2023	Lincoln National Life Insurance..4554101537		Employee Life/STD/LTD Insur...	5.51
10883	06/01/2023	Lincoln National Life Insurance..4554101537		Employee Life/STD/LTD Insur...	24.57
10883	06/01/2023	Lincoln National Life Insurance..4554101537		Employee Life/STD/LTD Insur...	-4.45
10883	06/01/2023	Lincoln National Life Insurance..4554101537		Employee Life/STD/LTD Insur...	6.76
10883	06/01/2023	Lincoln National Life Insurance..4554101537		Employee Life/STD/LTD Insur...	50.81
10883	06/01/2023	Lincoln National Life Insurance..4554101537		Employee Life/STD/LTD Insur...	4.68
10883	06/01/2023	Lincoln National Life Insurance..4554101537		Employee Life/STD/LTD Insur...	22.97
10883	06/01/2023	Lincoln National Life Insurance..4554101537		Employee Life/STD/LTD Insur...	125.87
10883	06/01/2023	Lincoln National Life Insurance..4554101537		Employee Life/STD/LTD Insur...	25.48
10883	06/01/2023	Lincoln National Life Insurance..4554101537		Employee Life/STD/LTD Insur...	29.16
10883	06/01/2023	Lincoln National Life Insurance..4554101537		Employee Life/STD/LTD Insur...	5.20
10883	06/01/2023	Lincoln National Life Insurance..4554101537		Employee Life/STD/LTD Insur...	485.80
10883	06/01/2023	Lincoln National Life Insurance..4554101537		Employee Life/STD/LTD Insur...	102.96
Vendor 6442 - Lincoln National Life Insurance Co.				Total:	2,631.06
Vendor: 12839 - Linda Okumura					
530742	06/06/2023	Linda Okumura	051623	Recline Dancing Instructor	711.90
				Vendor 12839 - Linda Okumura Total:	711.90
Vendor: 3069 - M & N Trophies					
530743	06/06/2023	M & N Trophies	4827	Name Plate	90.13
530743	06/06/2023	M & N Trophies	4827	Name Plate	20.64
				Vendor 3069 - M & N Trophies	Total: 110.77
Vendor: 3085 - Mark's Lock & Safe, Inc.					
530744	06/06/2023	Mark's Lock & Safe, Inc.	0000036449	Duplicate Keys for Breaker Box	27.12
				Vendor 3085 - Mark's Lock & Safe, Inc.	Total: 27.12
Vendor: 7247 - Michael Baker International, Inc.					
530745	06/06/2023	Michael Baker International, I...	1179220	Consulting Services-CDBG Lifel...	600.00
				Vendor 7247 - Michael Baker International, Inc.	Total: 600.00
Vendor: 7377 - MidAmerica Administrative & Retirement Solutions					
530746	06/06/2023	MidAmerica Administrative &...	0209333	Retiree Health Administration	588.00
				Vendor 7377 - MidAmerica Administrative & Retirement Solutions	Total: 588.00
Vendor: 12647 - Mighty Torrente					
530747	06/06/2023	Mighty Torrente	051623	Beginner's Magic Instructor	107.10
				Vendor 12647 - Mighty Torrente Total:	107.10
Vendor: 3217 - MissionSquare Retirement					
10878	05/18/2023	MissionSquare Retirement	PD051923	Deferred Compensation Pay D...	12,715.64
10878	05/18/2023	MissionSquare Retirement	PD051923	Deferred Compensation Pay D...	306.51
10878	05/18/2023	MissionSquare Retirement	PD051923	Deferred Compensation Pay D...	290.93
10878	05/18/2023	MissionSquare Retirement	PD051923	Deferred Compensation Pay D...	16.20
10878	05/18/2023	MissionSquare Retirement	PD051923	Deferred Compensation Pay D...	144.79

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Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
10878	05/18/2023	MissionSquare Retirement	PD051923	Deferred Compensation Pay D...	300.27
10878	05/18/2023	MissionSquare Retirement	PD051923	Deferred Compensation Pay D...	182.34
10878	05/18/2023	MissionSquare Retirement	PD051923	Deferred Compensation Pay D...	214.49
10878	05/18/2023	MissionSquare Retirement	PD051923	Deferred Compensation Pay D...	207.10
10878	05/18/2023	MissionSquare Retirement	PD051923	Deferred Compensation Pay D...	110.29
10878	05/18/2023	MissionSquare Retirement	PD051923	Deferred Compensation Pay D...	228.61
10878	05/18/2023	MissionSquare Retirement	PD051923	Deferred Compensation Pay D...	184.77
10878	05/18/2023	MissionSquare Retirement	PD051923	Deferred Compensation Pay D...	48.77
10878	05/18/2023	MissionSquare Retirement	PD051923	Deferred Compensation Pay D...	8.96
10878	05/18/2023	MissionSquare Retirement	PD051923	Deferred Compensation Pay D...	60.31
10878	05/18/2023	MissionSquare Retirement	PD051923	Deferred Compensation Pay D...	82.03
10878	05/18/2023	MissionSquare Retirement	PD051923	Deferred Compensation Pay D...	144.79
10878	05/18/2023	MissionSquare Retirement	PD051923	Deferred Compensation Pay D...	952.59
Vendor 3217 - MissionSquare Retirement Total:					16,199.39

Vendor: 7496 - Numa Networks

530748	06/06/2023	Numa Networks	34468	Fortinet 1 Year Service, Expirat..	2,338.46
530748	06/06/2023	Numa Networks	34468	Fortinet 1 Year Service, Expirat..	2,338.45
530748	06/06/2023	Numa Networks	34501	Network Extension BOM-Labor	738.00
530748	06/06/2023	Numa Networks	34501	Aruba Central Foundation-1 Yr...	304.21
530748	06/06/2023	Numa Networks	34501	Network Extension BOM-Mat...	2,001.42
Vendor 7496 - Numa Networks Total:					7,720.54

Vendor: 12004 - Occupational Health Centers of CA, A Medical Grp

530749	06/06/2023	Occupational Health Centers o...	79184997	Pre-Employee Physical Exam	104.00
Vendor 12004 - Occupational Health Centers of CA, A Medical Grp Total:					104.00

Vendor: 6594 - Office Depot Business Solutions, LLC

530750	06/06/2023	Office Depot Business Solutio...	304490988001	Copy Paper 10 Reams-Case	87.96
530750	06/06/2023	Office Depot Business Solutio...	304490988001	Post-It Note 5 X 2 24-Pk	12.64
530750	06/06/2023	Office Depot Business Solutio...	311980686001	Brother Toner	89.28
530750	06/06/2023	Office Depot Business Solutio...	313225167001	Kleenex Facial Tissue, 6-Pk	15.40
530750	06/06/2023	Office Depot Business Solutio...	313225167001	Post-it® Notes, 3" x 3", 12-Pk	16.53
530750	06/06/2023	Office Depot Business Solutio...	313225167001	USB 2.0 Flash Drives, 16GB, 5-...	30.89
530750	06/06/2023	Office Depot Business Solutio...	313225167001	McCafe Ground Coffee, 1.87 lb...	11.91
Vendor 6594 - Office Depot Business Solutions, LLC Total:					264.61

Vendor: 12843 - Offset Coffee Roasters, LLC

530751	06/06/2023	Offset Coffee Roasters, LLC	ARPA 2023	Job Creation Program-ARPA	10,000.00
Vendor 12843 - Offset Coffee Roasters, LLC Total:					10,000.00

Vendor: 12846 - Olivia Echevarria

530752	06/06/2023	Olivia Echevarria	2004045.001	Refund-Picnic Shelter Deposit...	40.00
Vendor 12846 - Olivia Echevarria Total:					40.00

Vendor: 12685 - ON Graphics

530753	06/06/2023	ON Graphics	7363	18 oz Vinyl Banner 2 Sided/Bo...	77.18
Vendor 12685 - ON Graphics Total:					77.18

Vendor: 4105 - Pacific Western Bank

10879	05/18/2023	Pacific Western Bank	PE051223	Federal & Medicare Taxes-Pay...	2,294.51
10879	05/18/2023	Pacific Western Bank	PE051223	Federal & Medicare Taxes-Pay...	15,993.40
10879	05/18/2023	Pacific Western Bank	PE051223	Federal & Medicare Taxes-Pay...	9.53
10879	05/18/2023	Pacific Western Bank	PE051223	Federal & Medicare Taxes-Pay...	251.66
10879	05/18/2023	Pacific Western Bank	PE051223	Federal & Medicare Taxes-Pay...	95.92
10879	05/18/2023	Pacific Western Bank	PE051223	Federal & Medicare Taxes-Pay...	113.87
10879	05/18/2023	Pacific Western Bank	PE051223	Federal & Medicare Taxes-Pay...	5.43
10879	05/18/2023	Pacific Western Bank	PE051223	Federal & Medicare Taxes-Pay...	27.71
10879	05/18/2023	Pacific Western Bank	PE051223	Federal & Medicare Taxes-Pay...	20.04
10879	05/18/2023	Pacific Western Bank	PE051223	Federal & Medicare Taxes-Pay...	41.52
10879	05/18/2023	Pacific Western Bank	PE051223	Federal & Medicare Taxes-Pay...	7.87
10879	05/18/2023	Pacific Western Bank	PE051223	Federal & Medicare Taxes-Pay...	215.39
10879	05/18/2023	Pacific Western Bank	PE051223	Federal & Medicare Taxes-Pay...	4.20
10879	05/18/2023	Pacific Western Bank	PE051223	Federal & Medicare Taxes-Pay...	101.22
10879	05/18/2023	Pacific Western Bank	PE051223	Federal & Medicare Taxes-Pay...	111.32

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Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
10879	05/18/2023	Pacific Western Bank	PE051223	Federal & Medicare Taxes-Pay...	18.70
10879	05/18/2023	Pacific Western Bank	PE051223	Federal & Medicare Taxes-Pay...	92.72
10879	05/18/2023	Pacific Western Bank	PE051223	Federal & Medicare Taxes-Pay...	97.09
10879	05/18/2023	Pacific Western Bank	PE051223	Federal & Medicare Taxes-Pay...	125.26
10879	05/18/2023	Pacific Western Bank	PE051223	Federal & Medicare Taxes-Pay...	135.83
10879	05/18/2023	Pacific Western Bank	PE051223	Federal & Medicare Taxes-Pay...	30.74
10879	05/18/2023	Pacific Western Bank	PE051223	Federal & Medicare Taxes-Pay...	10.09
10879	05/18/2023	Pacific Western Bank	PE051223	Federal & Medicare Taxes-Pay...	67.77
10879	05/18/2023	Pacific Western Bank	PE051223	Federal & Medicare Taxes-Pay...	22.67
10879	05/18/2023	Pacific Western Bank	PE051223	Federal & Medicare Taxes-Pay...	1.12
10879	05/18/2023	Pacific Western Bank	PE051223	Federal & Medicare Taxes-Pay...	60.64
10879	05/18/2023	Pacific Western Bank	PE051223	Federal & Medicare Taxes-Pay...	21.69
10879	05/18/2023	Pacific Western Bank	PE051223	Federal & Medicare Taxes-Pay...	120.89
10879	05/18/2023	Pacific Western Bank	PE051223	Federal & Medicare Taxes-Pay...	28.20
10879	05/18/2023	Pacific Western Bank	PE051223	Federal & Medicare Taxes-Pay...	455.41
10880	05/18/2023	Pacific Western Bank	PE051223A	State Tax Withholdings-Pay E...	6,050.68
Vendor 4105 - Pacific Western Bank				Total:	26,633.09

Vendor: 4080 - PERS Long-Term Care Program

530754	06/06/2023	PERS Long-Term Care Program	14925363	Employee Long Term Care Ins...	336.88
530754	06/06/2023	PERS Long-Term Care Program	14925363	Employee Long Term Care Ins...	59.45
Vendor 4080 - PERS Long-Term Care Program Total:					396.33

Vendor: 12847 - Peter Nishita

530755	06/06/2023	Peter Nishita	2004052.001	Refund-Hourly Gym Fee- Resi...	86.00
Vendor 12847 - Peter Nishita Total:					86.00

Vendor: 9052 - Pixel Graphic Design

530756	06/06/2023	Pixel Graphic Design	1043	Digital Museum Flyers	220.50
530756	06/06/2023	Pixel Graphic Design	1044	Teen Program Brochure Page ...	150.00
530756	06/06/2023	Pixel Graphic Design	1044	Digital Teen Program Brochure	358.31
Vendor 9052 - Pixel Graphic Design					Total: 728.81

Vendor: 4090 - Public Employee Retirement System

10881	05/24/2023	Public Employee Retirement S...	PE051223	Retirement Contributions-Pay...	11,664.19
10881	05/24/2023	Public Employee Retirement S...	PE051223	Retirement Contributions-Pay...	25.88
10881	05/24/2023	Public Employee Retirement S...	PE051223	Retirement Contributions-Pay...	700.21
10881	05/24/2023	Public Employee Retirement S...	PE051223	Retirement Contributions-Pay...	807.58
10881	05/24/2023	Public Employee Retirement S...	PE051223	Retirement Contributions-Pay...	308.88
10881	05/24/2023	Public Employee Retirement S...	PE051223	Retirement Contributions-Pay...	150.99
10881	05/24/2023	Public Employee Retirement S...	PE051223	Retirement Contributions-Pay...	202.35
10881	05/24/2023	Public Employee Retirement S...	PE051223	Retirement Contributions-Pay...	257.02
10881	05/24/2023	Public Employee Retirement S...	PE051223	Retirement Contributions-Pay...	230.24
10881	05/24/2023	Public Employee Retirement S...	PE051223	Retirement Contributions-Pay...	487.45
10881	05/24/2023	Public Employee Retirement S...	PE051223	Retirement Contributions-Pay...	132.61
10881	05/24/2023	Public Employee Retirement S...	PE051223	Retirement Contributions-Pay...	136.71
10881	05/24/2023	Public Employee Retirement S...	PE051223	Retirement Contributions-Pay...	1,217.42
10881	05/24/2023	Public Employee Retirement S...	PE051223	Retirement Contributions-Pay...	143.71
10881	05/24/2023	Public Employee Retirement S...	PE051223	Retirement Contributions-Pay...	420.00
10881	05/24/2023	Public Employee Retirement S...	PE051223	Retirement Contributions-Pay...	263.52
10881	05/24/2023	Public Employee Retirement S...	PE051223	Retirement Contributions-Pay...	200.83
10881	05/24/2023	Public Employee Retirement S...	PE051223	Retirement Contributions-Pay...	819.18
10881	05/24/2023	Public Employee Retirement S...	PE051223	Retirement Contributions-Pay...	291.09
10881	05/24/2023	Public Employee Retirement S...	PE051223	Retirement Contributions-Pay...	871.14
10881	05/24/2023	Public Employee Retirement S...	PE051223	Retirement Contributions-Pay...	276.71
10881	05/24/2023	Public Employee Retirement S...	PE051223	Retirement Contributions-Pay...	446.24
10881	05/24/2023	Public Employee Retirement S...	PE051223	Retirement Contributions-Pay...	268.50
10881	05/24/2023	Public Employee Retirement S...	PE051223	Retirement Contributions-Pay...	334.72
10881	05/24/2023	Public Employee Retirement S...	PE051223	Retirement Contributions-Pay...	79.47
10881	05/24/2023	Public Employee Retirement S...	PE051223	Retirement Contributions-Pay...	28.11
10881	05/24/2023	Public Employee Retirement S...	PE051223	Retirement Contributions-Pay...	45.77
10881	05/24/2023	Public Employee Retirement S...	PE051223	Retirement Contributions-Pay...	2.88
10881	05/24/2023	Public Employee Retirement S...	PE051223	Retirement Contributions-Pay...	123.57

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Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
10881	05/24/2023	Public Employee Retirement S...	PE051223	Retirement Contributions-Pay...	269.19
10881	05/24/2023	Public Employee Retirement S...	PE051223	Retirement Contributions-Pay...	34.44
10881	05/24/2023	Public Employee Retirement S...	PE051223	Retirement Contributions-Pay...	50.59
10881	05/24/2023	Public Employee Retirement S...	PE051223	Retirement Contributions-Pay...	49.29
10881	05/24/2023	Public Employee Retirement S...	PE051223	Retirement Contributions-Pay...	76.75
10881	05/24/2023	Public Employee Retirement S...	PE051223	Retirement Contributions-Pay...	452.35
10881	05/24/2023	Public Employee Retirement S...	PE051223	Retirement Contributions-Pay...	221.04
10881	05/24/2023	Public Employee Retirement S...	PE051223	Retirement Contributions-Pay...	144.65
10881	05/24/2023	Public Employee Retirement S...	PE051223	Retirement Contributions-Pay...	605.23
10881	05/24/2023	Public Employee Retirement S...	PE051223	Retirement Contributions-Pay...	1,004.33
10881	05/24/2023	Public Employee Retirement S...	PE051223	Retirement Contributions-Pay...	1,249.32
Vendor 4090 - Public Employee Retirement System				Total:	25,094.15

Vendor: 12265 - R C Foster Corporation

530757	06/06/2023	R C Foster Corporation	01-23-034	CWPF Upgrades	108,889.00
				Vendor 12265 - R C Foster Corporation Total:	108,889.00

Vendor: 12845 - Rick Redlich

530758	06/06/2023	Rick Redlich	2004043.001	Refund-Rental Deposit-Muse...	100.00
				Vendor 12845 - Rick Redlich Total:	100.00

Vendor: 7463 - Sakioka Wholesale Nursery, Inc.

530759	06/06/2023	Sakioka Wholesale Nursery, In...	20084900	Lavandula (Green) Dentata	42.34
530759	06/06/2023	Sakioka Wholesale Nursery, In...	20084900	Festuca Glauca Elijah Blue	89.96
530759	06/06/2023	Sakioka Wholesale Nursery, In...	20084900	Senecio Mandraliscae	140.72
530759	06/06/2023	Sakioka Wholesale Nursery, In...	20084900	Echium Fastuosum	48.29
530759	06/06/2023	Sakioka Wholesale Nursery, In...	20085147	Pinus Canariensis	146.16
Vendor 7463 - Sakioka Wholesale Nursery, Inc.				Total:	467.47

Vendor: 12546 - Sequel Contractors, Inc.

530760	06/06/2023	Sequel Contractors, Inc.	593-RET	Street Reconstruction Zones C...	19,278.19
530760	06/06/2023	Sequel Contractors, Inc.	593-RET	Street Reconstruction Zones C...	26,829.87
530760	06/06/2023	Sequel Contractors, Inc.	593-RET	Street Reconstruction Zones C...	29,223.00
530760	06/06/2023	Sequel Contractors, Inc.	593-RET	Street Reconstruction Zones C...	29,571.58
Vendor 12546 - Sequel Contractors, Inc. Total:				Total:	104,902.64

Vendor: 5050 - Southern California Edison Co.

530688	05/30/2023	Southern California Edison Co.	700037130331-051623	City Hall	4,884.64
530688	05/30/2023	Southern California Edison Co.	700154659268-051223	Traffic Signals	2.68
530688	05/30/2023	Southern California Edison Co.	700315053620-051623	Lomita Park	13.64
530688	05/30/2023	Southern California Edison Co.	700480902095-051923	Narbonne Pedestrian Crosswa...	112.91
Vendor 5050 - Southern California Edison Co.				Total:	5,013.87

Vendor: 3214 - State Controller - Departmental Acct. Office

530761	06/06/2023	State Controller - Department...	FTB-00005949	FTB Offsets	592.26
Vendor 3214 - State Controller - Departmental Acct. Office				Total:	592.26

Vendor: 12815 - Stetson Engineers Inc.

530762	06/06/2023	Stetson Engineers Inc.	2879-001	Groundwater Well Feasibility ...	29,682.75
Vendor 12815 - Stetson Engineers Inc. Total:				Total:	29,682.75

Vendor: 12181 - Still Got It Fitness

530763	06/06/2023	Still Got It Fitness	ARPA 2023	Facade Improvement Program...	24,703.12
Vendor 12181 - Still Got It Fitness Total:				Total:	24,703.12

Vendor: 3956 - Ted's Plumbing Service Inc.

530764	06/06/2023	Ted's Plumbing Service Inc.	37471	Mainline Stoppage	175.00
530764	06/06/2023	Ted's Plumbing Service Inc.	37498	Replace Toilet	550.00
Vendor 3956 - Ted's Plumbing Service Inc.				Total:	725.00

Vendor: 6085 - Thompson Building Materials

530765	06/06/2023	Thompson Building Materials	IV-I48886	Blue Latex Glove	69.06
530765	06/06/2023	Thompson Building Materials	IV-I48886	8 1/4" X 50' Nylon Rope	5.19
530765	06/06/2023	Thompson Building Materials	IV-I48886	NDS 11 4 Round Grate Black	18.65
530765	06/06/2023	Thompson Building Materials	IV-I48925	Sir Mix Pallet Deposit	81.58
530765	06/06/2023	Thompson Building Materials	IV-I48925	Jackson 6 CFT Wheel Barow	197.35
530765	06/06/2023	Thompson Building Materials	IV-I48925	Sir Mix 60 lb Concrete Mix	514.38

Warrant Registert

Payment Dates: 5/17/2023 - 6/6/2023

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
530765	06/06/2023	Thompson Building Materials	IV-I48932	1/2" & 5/8" Brick Jointer	8.18
530765	06/06/2023	Thompson Building Materials	IV-I48932	Quick Mortar Repair 10 oz Tu...	18.78
530765	06/06/2023	Thompson Building Materials	IV-I48932	Quick Cement 10 lb	28.69
530765	06/06/2023	Thompson Building Materials	IV-I48932	Tamp/Dirt	68.90
530765	06/06/2023	Thompson Building Materials	IV-I49239	Sir Mix Pallet Return	-66.15
530765	06/06/2023	Thompson Building Materials	IV-I49239	Sir Mix Pallet Deposit	40.79
530765	06/06/2023	Thompson Building Materials	IV-I49239	Sir Mix 60 lb Concrete Mix	257.19
530765	06/06/2023	Thompson Building Materials	IV-I49294	Sir Mix Pallet Return	-33.08
530765	06/06/2023	Thompson Building Materials	IV-I49294	Sir Mix 60 lb Concrete Mix	257.19
530765	06/06/2023	Thompson Building Materials	IV-I49294	Sir Mix Pallet Deposit	40.80
530765	06/06/2023	Thompson Building Materials	IV-I49537	Tamp/Dirt	89.85
Vendor 6085 - Thompson Building Materials				Total:	1,597.35

Vendor: 12671 - Torrance Auto Repair

530766	06/06/2023	Torrance Auto Repair	0179753	Replace Lower Oil Pan-Parts	625.95
530766	06/06/2023	Torrance Auto Repair	0179753	Replace Lower Oil Pan-Labor	1,470.00
Vendor 12671 - Torrance Auto Repair Total:				Total:	2,095.95

Vendor: 9100 - Tripepi Smith and Associates

530767	06/06/2023	Tripepi Smith and Associates	10083	Website Content Developmen...	1,030.00
Vendor 9100 - Tripepi Smith and Associates				Total:	1,030.00

Vendor: 12514 - Vanessa Baltazar

530768	06/06/2023	Vanessa Baltazar	2004059.001	Refund-Picnic Shelter Deposit...	152.00
Vendor 12514 - Vanessa Baltazar Total:				Total:	152.00

Vendor: 6477 - Verizon Wireless Government Mkts

530769	06/06/2023	Verizon Wireless Government...	9934948140	City Council	97.12
530769	06/06/2023	Verizon Wireless Government...	9934948140	City Manager & Management...	51.52
530769	06/06/2023	Verizon Wireless Government...	9934948140	Emergency Mifi 1	19.42
530769	06/06/2023	Verizon Wireless Government...	9934948140	Parking Enforcement	19.42
530769	06/06/2023	Verizon Wireless Government...	9934948140	Comm. Director, Code Enf. & ...	99.65
530769	06/06/2023	Verizon Wireless Government...	9934948140	Management Assistant	4.65
530769	06/06/2023	Verizon Wireless Government...	9934948140	Facilities	51.27
530769	06/06/2023	Verizon Wireless Government...	9934948140	Recreation	96.32
530769	06/06/2023	Verizon Wireless Government...	9934948140	Park	38.45
530769	06/06/2023	Verizon Wireless Government...	9934948140	Public Work-Street	84.17
530769	06/06/2023	Verizon Wireless Government...	9934948140	Water	220.56
Vendor 6477 - Verizon Wireless Government Mkts Total:				Total:	782.55

Vendor: 4130 - Vision Service Plan (CA)

530770	06/06/2023	Vision Service Plan (CA)	May 2023	Cobra-May 23	22.95
530770	06/06/2023	Vision Service Plan (CA)	May 23	Employee Vision Insurance-M...	617.98
530770	06/06/2023	Vision Service Plan (CA)	May 23	Employee Vision Insurance-M...	42.46
530770	06/06/2023	Vision Service Plan (CA)	May 23	Employee Vision Insurance-M...	33.27
530770	06/06/2023	Vision Service Plan (CA)	May 23	Employee Vision Insurance-M...	42.41
530770	06/06/2023	Vision Service Plan (CA)	May 23	Employee Vision Insurance-M...	45.90
530770	06/06/2023	Vision Service Plan (CA)	May 23	Employee Vision Insurance-M...	45.98
530770	06/06/2023	Vision Service Plan (CA)	May 23	Employee Vision Insurance-M...	27.55
530770	06/06/2023	Vision Service Plan (CA)	May 23	Employee Vision Insurance-M...	45.90
530770	06/06/2023	Vision Service Plan (CA)	May 23	Employee Vision Insurance-M...	43.61
530770	06/06/2023	Vision Service Plan (CA)	May 23	Employee Vision Insurance-M...	78.03
530770	06/06/2023	Vision Service Plan (CA)	May 23	Employee Vision Insurance-M...	45.92
530770	06/06/2023	Vision Service Plan (CA)	May 23	Employee Vision Insurance-M...	5.28
530770	06/06/2023	Vision Service Plan (CA)	May 23	Employee Vision Insurance-M...	2.30
530770	06/06/2023	Vision Service Plan (CA)	May 23	Employee Vision Insurance-M...	3.44
530770	06/06/2023	Vision Service Plan (CA)	May 23	Employee Vision Insurance-M...	7.34
530770	06/06/2023	Vision Service Plan (CA)	May 23	Employee Vision Insurance-M...	37.09
530770	06/06/2023	Vision Service Plan (CA)	May 23	Employee Vision Insurance-M...	161.98
Vendor 4130 - Vision Service Plan (CA)				Total:	1,309.39

Vendor: 7373 - Wells Fargo Vendor Financial Services

530771	06/06/2023	Wells Fargo Vendor Financial ...	5025069397	BP-70C55 Copier Usage 5/4/2...	338.21
Vendor 7373 - Wells Fargo Vendor Financial Services				Total:	338.21

Warrant Registert

Payment Dates: 5/17/2023 - 6/6/2023

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
Vendor: 7063 - Westfield Electric					
530772	06/06/2023	Westfield Electric	3194	Repair Switch-Materials	26.60
530772	06/06/2023	Westfield Electric	3194	Repair Switch-Labor	210.00
Vendor 7063 - Westfield Electric				Total:	236.60
Vendor: 6102 - Yunex, LLC					
530773	06/06/2023	Yunex, LLC	5610283479	Street Light Maintenance April..	169.83
530773	06/06/2023	Yunex, LLC	5610283775	Traffic Signal Maintenance Apr..	443.03
530773	06/06/2023	Yunex, LLC	5620042588	Traffic Signal Response Call Ou..	2,857.08
Vendor 6102 - Yunex, LLC Total:					3,469.94
Grand Total:					1,129,116.26

Report Summary

Fund Summary

Fund	Payment Amount
100 - General Fund	587,663.93
205 - State Gas Tax	25,615.46
207 - Measure R Local Return	26,829.87
209 - Measure M	29,223.00
215 - Community Development Block Grant	1,380.00
220 - Proposition A Local Return	263.22
255 - Park Athletic	1,480.10
311 - Street Improvement	35,794.18
510 - Water Operations	20,436.07
520 - Water Capital	400,143.20
720 - Railroad Museum Foundation	287.23
Grand Total:	1,129,116.26

Account Summary

Account Number	Account Name	Payment Amount
100-000-2210.000	Sales Tax Withholding	-330.05
100-000-2215.000	Account Credit - Recreat...	100.00
100-000-2295.000	Military Banner Program	77.18
100-000-2508.000	Garnishment	461.52
100-000-2510.000	PERS	11,664.19
100-000-2524.000	Other Employee Deducti...	107.40
100-000-2535.000	Accident Insurance	1,216.73
100-000-2545.000	Vision Insurance	640.93
100-000-2550.000	Federal Withholding	18,287.91
100-000-2555.000	State Withholding	6,050.68
100-000-2560.000	Deferred Compensation	12,715.64
100-000-2563.000	Flex 125 Reimbursement	1,834.29
100-000-4416.000	Technology Fees	7.31
100-000-4420.000	Planning and Zoning Fees	182.75
100-000-4465.000	Animal Care and Control	-755.00
100-000-4510.000	Park Rentals	478.00
100-110-5207.000	Medicare	9.53
100-110-5217.000	PERS Tier 3 (2%@62)	25.88
100-110-5415.000	Communications	97.12
100-110-5430.000	Conferences and Meetin...	1,184.23
100-120-5305.000	Legal Services	22,866.49
100-125-5205.000	Health Insurance	1,394.31
100-125-5207.000	Medicare	251.66
100-125-5215.000	PERS Tier 1 (2.5%@55)	700.21
100-125-5216.000	PERS Tier 2 (2%@60)	807.58
100-125-5217.000	PERS Tier 3 (2%@62)	308.88
100-125-5345.000	Contractual Services	3,000.00
100-125-5415.000	Communications	51.52
100-130-5205.000	Health Insurance	468.16
100-130-5207.000	Medicare	95.92
100-130-5215.000	PERS Tier 1 (2.5%@55)	150.99
100-130-5216.000	PERS Tier 2 (2%@60)	202.35
100-130-5217.000	PERS Tier 3 (2%@62)	257.02
100-130-5425.000	Dues and Memberships	150.00
100-130-5505.000	Office Supplies and Expe...	388.07
100-130-5755.000	Special Department Supp..	460.77
100-210-5205.000	Health Insurance	440.53
100-210-5207.000	Medicare	113.87
100-210-5215.000	PERS Tier 1 (2.5%@55)	230.24
100-210-5216.000	PERS Tier 2 (2%@60)	487.45
100-210-5217.000	PERS Tier 3 (2%@62)	132.61
100-230-5205.000	Health Insurance	176.20

Account Summary

Account Number	Account Name	Payment Amount
100-230-5207.000	Medicare	33.14
100-230-5217.000	PERS Tier 3 (2%@62)	136.71
100-230-5305.000	Legal Services	255.00
100-230-5340.000	Professional Services	588.00
100-230-5345.000	Contractual Services	104.00
100-230-5755.000	Special Department Supp..	150.00
100-330-5320.000	Sheriff Contract	283,760.20
100-330-5321.000	Core Deputy	17,604.75
100-330-5323.000	Liability Trust Fund	33,024.08
100-333-5520.139	Supplies	19.42
100-335-5205.000	Health Insurance	35.06
100-335-5207.000	Medicare	61.56
100-335-5345.000	Contractual Services	5,931.06
100-335-5505.000	Office Supplies and Expe...	19.42
100-336-5325.000	Animal Care and Control	4,648.88
100-410-5205.000	Health Insurance	637.51
100-410-5207.000	Medicare	223.26
100-410-5217.000	PERS Tier 3 (2%@62)	1,217.42
100-410-5345.000	Contractual Services	5,850.00
100-410-5415.000	Communications	104.30
100-410-5420.000	Mileage Reimbursement	21.22
100-410-5430.000	Conferences and Meetin...	264.97
100-410-5505.000	Office Supplies and Expe...	39.37
100-430-5416.000	Economic Development ...	59,703.12
100-440-5345.000	Contractual Services	3,368.46
100-440-5415.000	Communications	477.21
100-440-5525.000	Equipment Under \$5k	48.46
100-440-5605.000	Rents and Leases	338.21
100-605-5205.000	Health Insurance	418.16
100-605-5207.000	Medicare	105.42
100-605-5216.000	PERS Tier 2 (2%@60)	143.71
100-605-5217.000	PERS Tier 3 (2%@62)	420.00
100-605-5345.000	Contractual Services	4,357.94
100-610-5205.000	Health Insurance	448.32
100-610-5207.000	Medicare	111.32
100-610-5216.000	PERS Tier 2 (2%@60)	263.52
100-610-5217.000	PERS Tier 3 (2%@62)	200.83
100-710-5205.000	Health Insurance	463.25
100-710-5207.000	Medicare	111.42
100-710-5215.000	PERS Tier 1 (2.5%@55)	819.18
100-710-5217.000	PERS Tier 3 (2%@62)	291.09
100-710-5340.000	Professional Services	656.88
100-710-5405.000	Utilities	4,884.64
100-710-5415.000	Communications	51.27
100-710-5505.000	Office Supplies and Expe...	37.18
100-710-5705.000	General Maintenance	1,101.89
100-730-5205.000	Health Insurance	242.12
100-730-5207.000	Medicare	222.35
100-730-5215.000	PERS Tier 1 (2.5%@55)	871.14
100-730-5345.000	Contractual Services	819.00
100-730-5415.000	Communications	96.32
100-735-5460.000	Insurance - Liability and ...	297.00
100-735-5754.339	Teen Program	508.31
100-735-5755.000	Special Department Supp..	4,319.68
100-735-5755.118	Founder's Day	52,806.73
100-740-5205.000	Health Insurance	723.75
100-740-5207.000	Medicare	135.83
100-740-5215.000	PERS Tier 1 (2.5%@55)	276.71

Account Summary

Account Number	Account Name	Payment Amount
100-740-5216.000	PERS Tier 2 (2%@60)	446.24
100-740-5217.000	PERS Tier 3 (2%@62)	268.50
100-740-5405.000	Utilities	13.64
100-740-5415.000	Communications	38.45
100-740-5505.000	Office Supplies and Expe...	146.16
100-740-5705.000	General Maintenance	2,646.17
100-740-5710.000	Equipment Maintenance	533.51
100-740-5720.000	Fuel	802.29
100-750-5207.000	Medicare	30.74
100-750-5345.000	Contractual Services	281.37
100-750-5410.000	Advertising	220.50
100-750-5415.000	Communications	22.89
100-750-5755.000	Special Department Supp..	152.65
205-610-5205.000	Health Insurance	482.91
205-610-5207.000	Medicare	77.86
205-610-5217.000	PERS Tier 3 (2%@62)	334.72
205-610-5335.000	Maintenance & License ...	3,469.94
205-610-5405.000	Utilities	115.59
205-610-5415.000	Communications	84.17
205-610-5505.000	Office Supplies and Expe...	24.72
205-610-5705.000	General Maintenance	95.57
205-610-5710.000	Equipment Maintenance	134.00
205-610-5720.000	Fuel	1,321.17
205-620-5710.000	Equipment Maintenance	50.46
205-620-5752.000	Tree Planting	146.16
205-810-5806.367	Street Reconstruction-Z...	19,278.19
207-810-5806.367	Street Reconstruction-Z...	26,829.87
209-810-5806.367	Street Reconstruction-Z...	29,223.00
215-550-5340.000	Professional Services	600.00
215-550-5345.000	Contractual Services	780.00
220-340-5205.000	Health Insurance	87.20
220-340-5207.000	Medicare	22.67
220-340-5215.000	PERS Tier 1 (2.5%@55)	79.47
220-340-5216.000	PERS Tier 2 (2%@60)	28.11
220-340-5217.000	PERS Tier 3 (2%@62)	45.77
255-760-5205.000	Health Insurance	-2.15
255-760-5506.000	Sport Supplies	1,482.25
311-810-5806.367	Street Reconstruction-Z...	29,571.58
311-810-5806.368	Street Reconstruction - ...	2,479.00
311-810-5806.380	Sidewalk Improvement P...	3,743.60
510-110-5207.000	Medicare	1.12
510-110-5217.000	PERS Tier 3 (2%@62)	2.88
510-120-5305.000	Legal Services	2,657.76
510-125-5205.000	Health Insurance	209.51
510-125-5207.000	Medicare	60.64
510-125-5215.000	PERS Tier 1 (2.5%@55)	123.57
510-125-5216.000	PERS Tier 2 (2%@60)	269.19
510-130-5205.000	Health Insurance	98.60
510-130-5207.000	Medicare	21.69
510-130-5215.000	PERS Tier 1 (2.5%@55)	34.44
510-130-5216.000	PERS Tier 2 (2%@60)	50.59
510-130-5217.000	PERS Tier 3 (2%@62)	49.29
510-220-5205.000	Health Insurance	452.09
510-220-5207.000	Medicare	120.89
510-220-5215.000	PERS Tier 1 (2.5%@55)	76.75
510-220-5216.000	PERS Tier 2 (2%@60)	452.35
510-220-5217.000	PERS Tier 3 (2%@62)	221.04
510-220-5505.000	Office Supplies and Expe...	391.59

Account Summary

Account Number	Account Name	Payment Amount
510-230-5205.000	Health Insurance	179.15
510-230-5207.000	Medicare	28.20
510-230-5217.000	PERS Tier 3 (2%@62)	144.65
510-230-5305.000	Legal Services	255.00
510-440-5345.000	Contractual Services	2,338.45
510-630-5205.000	Health Insurance	2,261.84
510-630-5207.000	Medicare	455.41
510-630-5215.000	PERS Tier 1 (2.5%@55)	605.23
510-630-5216.000	PERS Tier 2 (2%@60)	1,004.33
510-630-5217.000	PERS Tier 3 (2%@62)	1,249.32
510-630-5411.000	Customer Notifications	566.09
510-630-5415.000	Communications	264.88
510-630-5443.000	Water Production Supply..	875.42
510-630-5525.000	Equipment Under \$5k	176.39
510-630-5705.000	General Maintenance	4,365.53
510-630-5710.000	Equipment Maintenance	248.70
510-630-5720.000	Fuel	123.49
520-840-5821.365	CWPF Upgrades Project	139,954.55
520-840-5821.377	Second Well Evaluation	29,682.75
520-910-7100.000	Debt Service - Principal &..	230,505.90
720-000-2210.000	Sales Tax Withholding	-26.55
720-750-5755.000	Special Department Supp..	313.78
Grand Total:		1,129,116.26

Project Account Summary

Project Account Key	Payment Amount
None	848,949.68
205 Street Reconstruction	19,278.19
207 Street Reconstruction	26,829.87
209 Street Reconstruction-Zone C & F	29,223.00
311 Street Reconstruction	29,571.58
311-Street Reconstruction-Zone G	2,479.00
Cypress Water Production	139,954.55
Second Well Evaluation	29,682.75
Sidewalk Improvement Program	3,147.64
Grand Total:	1,129,116.26



CITY OF LOMITA CITY COUNCIL REPORT

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

FROM: Ryan Smoot, City Manager

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

MEETING DATE: June 6, 2023

SUBJECT: Consideration of a Resolution Adopting a Project List for FY 2023-2024 Funded by SB 1, the Road Repair and Accountability Act of 2017

RECOMMENDATION

Adopt Resolution and authorize the City Manager or his designee to complete, sign, and submit all required documentation for receipt of Road Maintenance and Rehabilitation Account (RMRA) funds to the appropriate State and other agencies.

BACKGROUND

On April 28, 2017, the Governor signed Senate Bill 1, which is known as the Road Repair and Accountability Act of 2017. SB 1 increased per gallon fuel excise taxes (12 cents), diesel fuel sales taxes (20 cents), and vehicle registration fees; and provides for inflationary adjustments in future years. A percentage of this funding is deposited into the RMRA account and is apportioned by formula to eligible cities and counties pursuant to Streets and Highways Code (SHC) Section 2032(h) for basic road maintenance, rehabilitation, and critical safety projects on the local streets and roads system. Lomita's estimated RMRA amount for FY 2023-2024 is \$517,568. In addition, the City expects to have unspent RMRA money from FY 2022-23.

In order to be eligible for RMRA funding, statute requires cities and counties to provide basic annual RMRA project reporting to the California Transportation Commission (CTC). Prior to receiving an apportionment of RMRA funds, a city or county must adopt by resolution a list of projects to be funded with RMRA funds and submit it to the CTC annually by July 1st. The project list must include a project description, location, estimated start and completion date, and estimated useful life of the improvement.

The RMRA project list for 2023-2024 will include:

A. Street Reconstruction - Zone G Project

- *Description:* Construction of overlay and reconstruction of certain segments of streets in Zones G (240th St., 241st St, 246th St., 247th Pl., 247th St., 248th St., 252nd St., 253rd Pl., Alcor St., Callison St., Ebony Ln., Falena Ave., Nordman St., Stanhurst Ave., Turrell St., and Walnut St.). This includes, where needed based on the City's 2020 Pavement Management Plan update, asphalt rubber hot mix overlay, hot-mixed asphalt concrete overlay, or removal of the existing pavement section to a prescribed depth followed by the placement of a conventional flexible pavement section using a structural hot mix or a full depth asphalt. The project includes the upgrade of all curb ramps to meet current ADA requirements, pavement markings and pavement striping.
- *Location:* throughout the City of Lomita
- *Estimated Project Schedule:* Start (07/23)– Completion (06/25)

B. Estimated Useful Life: 10 to 20 years Narbonne South Pipe Replacement Project

- *Description:* Construction of street resurfacing/rehabilitation project following the pipe replacement on this segment of street. This includes, where needed based on the City's 2020 Pavement Management Plan update, asphalt rubber hot mix overlay, hot-mixed asphalt concrete overlay, or removal of the existing pavement section to a prescribed depth followed by the placement of a conventional flexible pavement section using a structural hot mix or a full depth asphalt. The project includes the upgrade of all curb ramps to meet current ADA requirements, pavement markings and pavement striping.
- *Location:* Narbonne Avenue south of Pacific Coast Highway to the southern city boundary.
- *Estimated Project Schedule:* Start (07/23)– Completion (06/25)
- *Estimated Useful Life:* 10 to 20 years

The following previously proposed and adopted project may also utilize Fiscal Year 2023-24 Road Maintenance and Rehabilitation Account revenues in its delivery. With the relisting of this project in the adopted fiscal year resolution, the City is reaffirming to the public and the State our intent to fund this project with Road Maintenance and Rehabilitation Account revenues:

It should be noted that although this project list must be submitted to the CTC by July 1, 2023, the Council still has the option to change the project list later in the year should priorities change during budget discussions.

OPTIONS:

1. Approve staff's recommendation.
2. Designate RMRA funds toward a different project(s).
3. Take no action and be ineligible to receive RMRA funding

FISCAL IMPACT

It is estimated that the City will receive \$517,568 in RMRA funding in FY 2023-2024 in addition to an estimated \$1,129,710 carryover. If the Council approves the proposed project list, approximately 100% of these funds will be allocated to current projects.

ATTACHMENTS

1. Resolution

Reviewed by:



Gary Y. Sugano
Assistant City Manager

Approved by:



Ryan Smoot
City Manager

Reviewed by:



Carla Dillon, P.E.
Public Works Director

RESOLUTION NO. 2023-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2023-2024 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

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

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

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

WHEREAS, the City, will receive an estimated \$517,568 in RMRA funding in Fiscal Year 2023-24 from SB 1; and

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

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

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

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate approximately 17 streets/roads throughout the City this year and numerous similar projects into the future; and

WHEREAS, the City's 2020 Pavement Management Program Report found that the City's streets and roads are in a "very good" condition (weighted average PCI of 72.5) and this revenue will help the City increase the overall quality of the road system and over the next decade will help bring our streets and roads into an "excellent" condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete

streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

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

Section 1 Recitals

1. The foregoing recitals are true and correct.
2. The following list of newly proposed projects will be funded in-part or solely with Fiscal Year 2023-24 Road Maintenance and Rehabilitation Account revenues:

A. Street Reconstruction - Zone G Project

- *Description:* Construction of overlay and reconstruction of certain segments of streets in Zones G (240th St., 241st St, 246th St., 247th Pl., 247th St., 248th St., 252nd St., 253rd Pl., Alcor St., Callison St., Ebony Ln., Falena Ave., Nordman St., Stanhurst Ave., Turrell St., and Walnut St.). This includes, where needed based on the City's 2020 Pavement Management Plan update, asphalt rubber hot mix overlay, hot-mixed asphalt concrete overlay, or removal of the existing pavement section to a prescribed depth followed by the placement of a conventional flexible pavement section using a structural hot mix or a full depth asphalt. The project includes the upgrade of all curb ramps to meet current ADA requirements, pavement markings and pavement striping.
 - *Location:* throughout the City of Lomita
 - *Estimated Project Schedule:* Start (07/23)– Completion (06/25)
 - *Estimated Useful Life:* 10 to 20 years
3. The following previously proposed and adopted project may also utilize Fiscal Year 2023-24 Road Maintenance and Rehabilitation Account revenues in its delivery. With the relisting of this project in the adopted fiscal year resolution, the City is reaffirming to the public and the State our intent to fund this project with Road Maintenance and Rehabilitation Account revenues:

B. Narbonne South Pipe Replacement Project

- *Description:* Construction of street resurfacing/rehabilitation project following the pipe replacement on this segment of street. This includes, where needed based on the City's 2020 Pavement Management Plan update, asphalt rubber hot mix overlay, hot-mixed asphalt concrete overlay, or removal of the existing pavement section to a prescribed depth followed by the placement of a conventional flexible pavement section using a structural hot mix or a full depth asphalt. The project includes the upgrade of all curb ramps to meet current ADA requirements, pavement markings and pavement striping.
- *Location:* Narbonne Avenue south of Pacific Coast Highway to the southern city boundary.
- *Estimated Project Schedule:* Start (07/23)– Completion (06/25)
- *Estimated Useful Life:* 10 to 20 years

Section 2. This Resolution will become effective immediately upon adoption.

Section 3. The City Clerk shall certify the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED, AND ADOPTED, this 6th day of June 2023.

Barry Waite, Mayor

ATTEST:

Kathleen Horn Gregory, MMC, City Clerk

APPROVED AS TO FORM:

Trevor Rusin, City Attorney



CITY OF LOMITA CITY COUNCIL REPORT

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

FROM: Ryan Smoot, City Manager

PREPARED BY: Gary Y. Sugano, Assistant City Manager

MEETING DATE: June 6, 2023

SUBJECT: Consideration of Amendment No. 3 to Agreement for Managed Services - Information Technology with Numa Networks

RECOMMENDATION

Approve and authorize the City Manager to execute the Amendment.

BACKGROUND/ANALYSIS

On September 4, 2018, the City Council approved an agreement with Numa Networks to provide on-going Managed IT Services. This includes general maintenance and upkeep of all hardware, application of windows update patches, maintenance of antivirus, data backup, network monitoring and a technical support/help desk for all City users.

On February 5, 2019, the City Council approved Amendment No. 1 for Equipment Purchase and Professional Services for Managed IT Services. This project included server upgrades, Office 365 transition, InCode10 installation and on-site support for a minimum of 10.5 hours per week.

On September 15, 2020, the City Council approved Amendment No. 2 to extend the term of the agreement to September 4, 2023.

Earlier this year, Numa Networks approached the City to request an increase to various IT-related services due to their increased costs in providing those services (primarily increase labor cost due to inflation).

Staff has reviewed their request and after some negotiation was successful in getting a price reduction from the original request.

The City has been pleased with the service received from Numa Networks over the past four plus years. Over the past several years, in addition to the day-to-day support, they have successfully completed server upgrades, the City's transition to Microsoft 365 and the Citywide PC replacement program. Numa has also implemented upgrades to the City's cyber security efforts including disaster recovery, training and multifactor authentication for user log-ins.

On-Site IT Support Staff

The City has Numa Networks staff on-site 1 day a week to assist with tasks that need to be completed on-site including IT support for city employees. This has worked out well and provides a level of service that allows the city to maintain continuity in operations. The majority of tasks can be handled remotely including individual help desk requests from users.

As the current agreement is set to expire in September 2023, it is also recommended that the term of the agreement be extended to September 4, 2026.

ALTERNATIVES

1. Do not approve staff's recommendation
2. Give Staff further direction


FISCAL IMPACT

Inflationary pressures over the last several years particularly on the labor side have necessitated the requested increase. In order to recruit and retain employees Numa has had to increase salaries/benefits to remain competitive. Total cost per month would increase by approximately \$2,000/month to \$9,884.15/month.

ATTACHMENTS

- 1) Amendment No. 3 to Numa Networks Agreement
- 2) Original Agreement and Amendments

Prepared by:



Gary Y. Sugano
Assistant City Manager

Approved by:



Ryan Smoot
City Manager

**THIRD AMENDMENT TO
AGREEMENT BETWEEN THE CITY OF LOMITA AND NUMA NETWORKS, LLC FOR
PROFESSIONAL SERVICES FOR MANAGED IT SERVICES**

This Third Amendment to the Agreement 2018-20 between the City of Lomita ("City") and Numa Networks, LLC ("Consultant") for Professional Services for Managed IT Services is made and entered into this 6th day of June 2023.

WHEREAS, the City and Consultant are parties to an Agreement for professional services for the above referenced projects dated September 4, 2018, ("the Agreement"); and

WHEREAS, the City and Consultant desire to amend the Agreement to adjust the cost for services and extend the term of the agreement.

WHEREAS, Amendment No. 1 to said Agreement between the City and Consultant for Equipment Purchase and Professional Services for Managed IT Services was made and entered into on February 5, 2019.

WHEREAS, Amendment No. 2 to said Agreement between the City and Consultant for Professional Services for Managed IT Services was made and entered into on September 15, 2020.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained therein, City and Consultant hereby agree as follows:

1. **Term of Agreement.** The term of the Agreement shall be extended to September 4, 2026. The City and Consultant may extend the agreement by mutual consent for an additional 2 years. It is understood that any and all Services requested by City that fall outside of the terms of this Agreement and its amendments will be considered Projects, and will be quoted and outlined in a separate SOW.

2. **Consideration and Compensation.** Cost proposal of the Agreement shall be amended per Attached Exhibit A.

3. **No other changes.** All terms, conditions and other provisions of the Agreement, including all Exhibits thereto, not affected by this Third Amendment shall remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment on the 6th day of June 2023, at Lomita, California.

NUMA NETWORKS, LLC

CITY OF LOMITA

By _____
Warren Hino
Founder and President

By _____
Ryan Smoot
City Manager

Attest:

Kathleen Gregory, MMC, City Clerk

EXHIBIT A

Amended Cost Proposal / Pricing Information

Monthly Recurring Charges

Monthly Recurring Charges (MRC) Numa Advanced Care Technical Support	Pricing (Monthly)
Current	\$4,541
July 1, 2023	\$5,222.15*

* Baseline number of full-time equivalent users is established at 50. Addition of users beyond the 50 shall be charged the incremental increase in MRC per user as stated below.

Other Monthly Recurring Charges (Datto Disaster Recovery, Anti-Virus, MFA licensing, etc.)	Pricing (Monthly)
Current	\$2,100
July 1, 2023	\$2,262

**These are pass-through costs from direct vendors and may increase based on future cost.

Contingency

Contingency for Flat Rate Charges Not Included in monthly support and Project IT Support Specific Costs	Pricing (Monthly)
July 1, 2023	\$2,000

On-Site Support

On-Site Support	Pricing (Per 4 Hour On-Site Visit)
Current	\$312.08
July 1, 2023	\$600 (\$150/hr.)

Flat Rate Charges for Other/Future

Incremental Increase in MRC per User***	\$150
Project Bill Rate	Level 1-2 - \$195 Level 3 - \$225

***Employees with their own PC/Laptop shall be considered a full user. Employees who do not have their own PC/Laptop (but have their own email) shall be considered 0.25 user for billing purposes.



**CONTRACT FOR EQUIPMENT PURCHASE AND
PROFESSIONAL SERVICES BETWEEN
THE CITY OF LOMITA AND
NUMA NETWORKS**

This AGREEMENT is entered into this 4th day of September, 2018, by and between the CITY OF LOMITA, a general law city a municipal corporation ("CITY") and Numa Networks, ("CONSULTANT").

RECITALS

- A. The City does not have the personnel able and/or available to perform the services required under this agreement.
- B. Therefore, the City desires to contract out for consulting services for certain projects relating to information technology equipment upgrades and to manage the information technology environment.
- C. The Consultant warrants to the City that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement and to install and configure the equipment pursuant to this Agreement.
- D. The City desires to contract with the Consultant to purchase specified hardware and software and to perform the services as described in Exhibit A of this Agreement.

NOW, THEREFORE, based on the foregoing recitals, the City and the 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 and incorporated into this Agreement;
- B. As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement;

As additional consideration, CITY agrees to pay CONSULTANT a fixed monthly fee for Monthly Recurring Charges, together with additional flat rate charges for other services as needed, in the amounts indicated on the Pricing Schedule attached as Exhibit B and incorporated into this Agreement.

No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager or his designee.

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. The City shall pay the Consultant all uncontested amounts set forth in the Consultant's bill within 30 days after it is received.

SCOPE OF SERVICES.

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.

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.

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.

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

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.

KEY PERSONNEL. CONSULTANT's key person assigned to perform work under this Agreement is Mike Yasuma. CONSULTANT shall not assign another person to be in charge of the work contemplated by this Agreement without the prior written authorization of the City.

TERM OF AGREEMENT. The term of this Agreement shall commence upon execution by both parties and shall expire on September 4th, 2020, unless earlier termination occurs under Section 11 of this Agreement, or extended in writing in advance by both parties.

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.

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

PERMITS AND LICENSES. CONTRACTOR will obtain and maintain during the term of this Agreement all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

TERMINATION.

Upon 60 days notice, CITY may terminate this Agreement at any time without cause. Notice of termination shall be in writing.

CONSULTANT may terminate this Agreement. Notice will be in writing at least 60 days before the effective termination date.

In the event of such termination, the CONTRACTOR 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.

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

INDEMNIFICATION.

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 the CITY. Should CITY in its sole discretion find CONSULTANT'S legal counsel unacceptable, then CONSULTANT shall reimburse the CITY its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The CONSULTANT shall promptly pay any final judgment rendered against the 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.

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.

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.

INDEPENDENT CONTRACTOR. CITY and CONSULTANT agree that CONSULTANT will act as an independent contractor and will have control of all work and the manner in which is it 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.

AUDIT OF RECORDS.

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.

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

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 the City to implement said corrective measures. Failure of CONSULTANT to implement required corrective measures shall at the option of the CITY result in immediate termination of this Agreement.

OWNERSHIP AND DISPOSITION OF CITY-OWNED DATA

A. City shall own all City data that may reside within Consultant's hosting environment. Upon expiration or termination of this Agreement, for any reason, Consultant agrees to return all original City data and any data contained in any derivative work to City in a usable format. Delivery must be through a secured electronic transmission or by parcel service utilizing package tracking services.

B. Following City's verified receipt of the original City data and other data contained in any derivative work, Consultant agrees to physically and electronically destroy or erase all residual City data regardless of format from the Consultant's entire technology resources and any other storage media, including disaster recovery sites and backup disaster recovery sites. Consultant will provide a record of data destruction to City no later than thirty days after destruction. If, for any reason, the City data cannot be destroyed upon expiration or termination of this Agreement, Consultant agrees to notify City with an explanation as to the conditions which make destruction impossible or infeasible. Upon mutual agreement by both parties that destruction of the data is not possible or feasible, Consultant shall make the City data inaccessible. Consultant shall provide City a detailed description of the procedures and methods used to make the City data inaccessible no later than thirty days after making the data inaccessible.

ACCESS TO SERVER SYSTEM

Consultant hereby grants City the right of access to the server system ("System") during the term of this Agreement. Without limiting the City's rights to the System, City and its employees, agents or permitted contractors shall not attempt to gain unauthorized access to other computer systems, any application/service for which the City has not paid fees to use, or data and information belonging to others that is also hosted by

Consultant. City agrees that access to the System shall be (1) in compliance with the terms of applicable licenses, the Agreement, and applicable federal, state and local laws and regulations, and (2) solely for City's own internal use. The City will not disclose, download, decompile or re-engineer any portion of the System provided by Consultant without mutual consent by Consultant or its licensors and used in the performance of Services. As part of the City's security measures, it may assign to one or more user identification codes and associated passwords that will enable City and its users to access the System as an Administrator. City agrees to comply with any mutually established rules of operation and security procedures outlined by Consultant and City for access to and use of the System.

INSURANCE REQUIREMENTS.

A. The CONSULTANT, at the 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. The Consultant 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 the CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, agents, employees, and volunteers for losses arising from work performed by the CONTRACTOR for City.

2. General Liability Coverage. The 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. The CONSULTANT shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the 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. The CONSULTANT shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the CONSULTANT'S operations under this Agreement, whether such operations be by the CONSULTANT or by its employees, subcontractors, 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 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 CONSULTANT, including materials, parts, or equipment furnished in connection with such work or operations."

2. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the 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 the 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 the 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 the CITY.

C. CONSULTANT 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 the CITY. At the CITY's option, the CONSULTANT shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

E. The CONSULTANT shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement.

Failure on the part of the CONSULTANT to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 11 above.

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.

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 the 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 the 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 the CITY shall not constitute, nor be deemed, a release of the responsibility and liability of the 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 the CITY for any defect or error in the work prepared by the Consultant, its employees, sub-consultants and agents.

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

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.

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>Numa Networks</u> <u>2200 W. Orangewood Ave</u> <u>Orange, CA 92868</u>
<u>ATTN: City Manager</u>	<u>ATTN: Warren Hino</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.

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.

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.

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.

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.

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. In the event of any conflict between the terms of this Agreement and the Scope of Work attached hereto as Exhibit A, the terms of this Agreement shall prevail.

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.

ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES. The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

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.

TIME IS OF ESSENCE. Time is of the essence to comply with dates and schedules to be provided.

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.

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.

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 the 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 the City's Conflict of Interest Code.

City Initials CS

Consultant Initials WH.

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

CITY OF LOMITA

CONSULTANT

Ryan Smith
CITY MANAGER

By:

W. H.
CONSULTANT

ATTEST:

Sandra Medina
Sandra Medina, City Clerk

27-1442377
Taxpayer ID No.

APPROVED AS TO FORM:

Christi Hugin
CHRISTI HOGIN, City Attorney

EXHIBIT A
SCOPE OF SERVICES

The Work Plan

SCOPE OF SERVICES

The following scope describes the work that will be completed to deliver the managed support services for the City of Lomita. Numa Networks goal is to improve ongoing support, maintenance, develop an infrastructure life cycle replacement schedule, and improve security processes and procedures for the City of Lomita. Numa Networks is in agreement with the City of Lomita in regard to the aging server report and a potential lack of Disaster Recovery.

A. Documentation

Whether or not it is specifically addressed below, Numa Networks will provide and maintain complete documentation for all work undertaken and provide this documentation in electronic form unless otherwise noted.

B. Number of Users/Devices

Numa Networks will provide complete ongoing technical assistance and system management on the following systems:

Device Count

Full or Part Time Users accessing	50	
Email Only	150	
Desktop Workstations	33	
Laptops	7	
Window Servers	11	
Others	23rd Party Support (Vendor Liaison)	
Security Appliances	5	
Routers	53rd Party Support (Vendor Liaison)(TPx)	
Wireless Access Points	8	
Virtual Private Networks	5	
Switches	7	
TBD Printers		
Network	14	
Local	26	
MFP/Scanners		
Network	3	
Local	1	

C. Asset Cataloging and Tracking

Numa Networks utilizes a network monitoring and discovery solution to proactively document devices that are living on the client's network. Client documentation that is developed or maintained by Numa Networks is stored in our secure technical documentation service. This includes known software, hardware, and software licenses with installation keys.

D. Server Based Images of Client Software

Numa Networks loads and maintains physical software media as ISO drive images and can make them readily available via the network without the physical CD/DVD for users that require access. Numa Networks proposes utilizing the company file server as the storage for these drive image files. The client will need to provide a network attached server with sufficient disk space to accommodate the drive images. Users that require limited or special access will be identified with the client and appropriate permissions will be applied to the folder, preventing unauthorized access to sensitive software disk images.

E. Reporting

Numa Networks will provide reporting for visibility including but not limited to: server patch status, firewall utilization, server-disk utilization, client and NOC ticket details, server aging, and monthly overall infrastructure assessments.

F. General Maintenance and Upkeep

For all computers covered by this contract, and any subsequent computers added to the System, Numa Networks will create and maintain the following systems, and perform the following activities per the following schedule:

1. Apply Windows Update Patches

Windows Updates are managed through a Centralized Remote Machine Management System that performs checks for needed updates, for downloads updates (can be centrally located onsite), installs updates and reboots systems on a weekly (or client set) schedule as needed. Test systems can be selected to have recent backups installed for testing prior to site wide installation. The general install for security and critical updates occurs 2 weeks after availability to reduce downtime due to conflicts or unknown issues in the update software.

2. Maintain Antivirus Definitions and Scan

Antivirus/Antispyware is managed through a Centralized Remote Machine Management System it installs, updates and upgrades the AV client. The system schedules daily quick scans, weekly full scans and reports results.

3. Maintain Antispyware Definitions and Scan

Antivirus/Antispyware is managed through a Centralized Remote Machine Management System it installs, updates and upgrades the AV client. The system schedules daily quick scans, weekly full scans and reports results.

4. Maintain SPAM control

Numa Networks shall create and maintain a strategy for controlling unsolicited email (SPAM). SPAM control will allow for retrieving messages incorrectly categorized as SPAM. In case of deletion or mail failure, SPAM control will keep 30 days of email for message continuity. Numa Networks will manage all SPAM rules.

5. Data Back Up for Disaster Recovery Strategy / Solution

1. Services Description

a. The Service is designed to provide a complete Backup and Disaster Recovery solution (BDR). The Numa Care Revive Total Disaster Solution is fully monitored and managed by our Network Operations Center on weekdays from 8:00 am to 5:00 pm. We perform daily verification tests and monthly restoration tests to verify the integrity of the data. In the event of a server failure, we can have your server up and running in as quickly as 1 hour during daylight hours, or 12 hours

over evenings, weekends, and holidays. In the case of a total catastrophe, you will have a fully functional virtual

server within 48 hours on the weekdays and within 96 hours if the event occurs on a weekend.

2. **Services Provided**

- a. An on-site Backup Disaster Recovery Appliance ("BDR") unit that acts as a local storage device and stand-by server in the event of server failure.
- b. Incremental backups done on the BDR at the frequency you select (up to 15 minutes).
- c. Secure Remote (Off-site) Storage provided at a hardened data center.
- d. Recovery of files, folders or emails.
- e. Full recovery of data in the event of total catastrophe, where the server and BDR on site are lost. The most current information provided from the offsite data center will be used to perform this recovery. The age of that image will depend on image size and bandwidth as specified in section

5.

- f. Full management of the BDR and remote storage.

3. **Security**

- a. Data is encrypted before it leaves your servers with an encryption key that only we have. The data is then encrypted again for its transit over the Internet. Files are then stored, in encrypted form, on multiple servers in high security facilities.
- b. Each file is encrypted using 256-bit AES encryption technology. 256-bit AES Encrypted data cannot be read without the corresponding keys, so encrypted data cannot be misused, even if it's stolen.
- c. In addition, our software communicates with the remote servers using SSL (Secure Socket Layers) technology.
- d. Your encryption key is never released to anybody at the remote Data Center. This is done because we do not want anyone to have access to the data, for security purposes.

4. **File compression**

- a. Before files are encrypted they are compressed on the BDR using state-of-the-art compression technology. This compression ensures that the time it takes to do backups is shorter and because each file is significantly smaller, less storage space is used on the remote servers.

5. **Backup Frequency**

- a. Our service can protect your data as frequently as every 15 minutes, every day. This provides hundreds of additional backup copies vs. tape backup allowing multiple restore points to recover the most current version of your data just prior to the data loss event. Off-site backup frequencies will be dependent on image sizes and internet bandwidth available.

6. **Smart Data Transport**

- a. Data transmission can easily be configured to minimize bandwidth consumption. Our BDR leverages Adaptive Bandwidth Throttling, which allows us to set a limit on outbound bandwidth used. (E.g. assuming a 768Kpbs outbound connection, adaptive bandwidth throttling can be set with a maximum at 512Kpbs). We can therefore exercise fine control over the data imaging and transmission processes.

7. **Remote Storage provided at high availability Data Center in Utah and Pennsylvania.**

- a. Highly redundant storage with backup images stored at the data centers on a storage area network.
- b. Internet connectivity provided by multiple providers with automatic failover capabilities.
- c. Facilities provide multiple fiber optic network drops for our backbone network.
- d. Full physical security at each facility including security cameras, and key card access.
- e. Network is secured with high-end redundant, automatic failover firewalls.
- f. Fire suppression and environmental control provided.

g. Automatic backup power provided by on-site generators.

8. **Retention Periods:**

a. On the local Network Attached Storage (BDR) unit:

i. Daily Recovery points stored for last 30 days. b. At the remote storage facility:

i. Monthly Recovery points stored for last 3 months. ii. Daily Recovery points stored for last 14 days.

9. **Remote Storage and Base Remote Backup Image Creation**

a. Your encrypted data will be stored at a secured data center.

b. The BASE IMAGE will be sent via a SATA II drive to the remote storage facility. There is generally a one-week turnaround time required for this base image transfer to occur.

10. **Minimum Remote Storage Requirements**

a. Remote storage is provided in increments of 100GB. Remote storage is tracked on a monthly basis, based on the size of the compressed images stored at the remote storage facility.

b. Routine retrieval testing.

c. The integrity of backups is checked as they occur and are tested for recovery on a monthly basis.

11. **Recovery Time Objective (RTO)**

a. MSP will log all retrieval activities from the Client.

b. MSP will attempt to resolve retrieval tickets within 24 hours of the first request. We can restore a file, file folder, email or an entire mailbox as needed. Please call our help desk for immediate assistance.

c. In a disaster, where you should lose your entire office, by request we will have an encrypted copy of the images available at the remote storage facility copied to a hard drive. It will be shipped out via next-business day air transportation to a location of your choice. When the hard drive arrives, it will be unencrypted and copied to a new BDR which will then be ready to be used as a virtual server. There is an additional cost for this service. The BDR can also be used to perform a bare metal restore to dissimilar hardware which means that when a new server arrives, the BDR can be used to restore the most current data to that new server regardless of the server hardware.

6. Software

Numa Networks will provide vendor liaison support for all Microsoft and 3rd party application needs. This includes but is not limited to: license management, software lifecycles, renewals, and upgrades. City of Lomita identified software includes: Acrsoft, ArcReader, View Point Code Enforcement Manager, Laserfiche, Incode, ActiveNet, PC Payroll for Windows, SCADA, and Atlas Mapping.

7. E-Mail

Numa Networks will provide secure and dependable e-mail through Microsoft Exchange on the City of Lomita's server or Office 365 if client requires migration. Numa Networks will manage all transport rules. Numa Networks shall create and maintain a strategy for controlling email impersonating legitimate internal email (Spoofed Email). Anti-Spoofing control will prevent email messages from non-legitimate sources masquerading as legitimate messages from being delivered.

8. Domain Management

Numa Networks will provide domain management for the domain www.lomitacity.com which will include timely renewals and appropriate record management to ensure proper delivery of e-mail and website access. We will not do the website design and updates but will do record management through the registrar.

9. Training

Upon initial set up and as required for new users, Numa Networks will provide basic training on the proper use of the System, upon request. As requested by City of Lomita, Numa Networks should be able to develop and provide documentation on application usage as requested as an additional service and part of a separate agreement.

10. Network Monitoring

Numa Networks utilizes a network Remote Management and Monitoring (RMM) for proper maintenance of client networks. The Numa Networks RMM tool collects SNMP, CDP/LLDP, and Netflow network data. The collection of this data allows Numa Networks to dynamically monitor traffic usage, statistics, errors, network outages and network changes. Numa Networks RMM will automatically collect configuration backups, inventory network hardware and account for user access and change management.

11. System Administration

Numa Networks will implement and maintain security policies as defined by the Agency and maintenance windows. This includes, but is not limited to group and user policies, security groups, file system restrictions per user, and disk space/growth. Numa Networks will also review event logs to investigate critical errors that may affect service or performance of the system when troubleshooting an issue.

12. Firewall Administration (opening/closing ports)

Numa Networks manages firewalls through a central firewall management system (FMS). The FMS allows for secure remote administration of firewall updates and configuration changes, including opening/closing ports. Administrator access to the system uses unique logins and accounting of change management. Configuration information is stored in the FMS which allows for quick recovery to a new firewall in case of hardware failure. The FMS allows for real-time visibility and historical reporting of firewall traffic and logs.

13. Helpdesk

Numa Networks will provide an IT Helpdesk for all users at all the Agency's facilities. Numa Networks will require a SPOC (Single Point of Contact) for each location to be able to open the ticket on behalf of the users. Numa Networks will also assist the City's in-house support staff as needed.

F. Set Up, Deployment, Reformat and Redeployment

As employees are hired or as other System changes occur, Numa Networks will be responsible for redeploying existing systems, and performing complete set up of new equipment and licensed software whether purchased through Numa Networks or not. In this regard, Numa Networks will do the following:

1. Redeployed Computers

- Back up all local data and pertinent profile information;
 - Backup local data to designated network location or storage device.
- Add new user profile to LAN and delete former user profile, as needed;
 - Create new user in Active Directory on Domain Controller server.
 - Disable Account of former user, and place in Disabled Employee OU in Active Directory.
- All redeployed computers will be reformatted;
 - Microsoft Deployment Tool will re-image Computer.
- If reformatted, reload drive image with required software;
 - Software will be re-installed after MDT completes.

- Activate Microsoft Office.
- Document all work in Asset Tracking Service Request system;
- Computer Information tracked with our monitoring agent, and syncs with our asset management system.
- Configure computer for use on the network, printers, e-mail, and any other features required by Customer;
- Join PC to domain.
- Place in proper OU in Active Directory.
- Create user profile.
- Setup Outlook and Signature.
- Install Network Printers, if not installed via GPO.
- Install Mapped Drives, if not installed via GPO.
- Install Local USB Printer, if requested.
- Set Default Programs.
- Install additional software onsite from server, as needed.
- Ship or deliver unit to Customer, as necessary; and
- Setup PC and additional hardware onsite.
- Assist Employee in all logon procedures (e-mail, network, etc.).
- Test with user, and ensure everything functional

2. New Computers and Servers

- a Load drive image with required software and any required local data;
- Microsoft Deployment Tool will image Computer.
- Configure computer for use on the network, printers, e-mail, and any other features required by Customer;
- Join PC to domain.
- Place in proper OU in Active Directory.
- Create user profile.
- Setup Outlook and Signature.
- Install Network Printers, if not installed via GPO.
- Install Mapped Drives, if not installed via GPO.
- Install Local USB Printer, if requested.
- Set Default Programs.
- Install additional software onsite from server, as needed.
- Document all work in Asset Tracking Service Request system;
- Computer Information tracked with our monitoring agent, and syncs with our asset management system.
- Provide all new media and licenses to Customer;
- Distribution Group is typically created so licensing goes to both client and Numa Networks.
- Ship or deliver unit to Employee, as necessary;
- Setup PC and hardware onsite.
- Assist Employee in all log on procedures (e-mail, network, etc.); and
- Test with user, and ensure everything functional.
- This general procedure will apply to both client computers and servers.
- Servers will also be deployed via MDT.

G. General Support

1. Overall Response Schedule

Numa Networks will deliver ongoing, unlimited support for The City of Lomita System implementation and maintenance. Our service will include remote access, telephone, and on-site help when necessary, per the following schedule if the device is under warranty and the support contract:

A: Telephone callback:

Business Hours M-F (8:00am-5:00pm)	2 hours
All Other Times (Critical issues)	15 min
All other times (None critical)	Next business day

B: Remote access assistance from qualified technician logging into network, computer or server:

Business Hours M-F (8:00am-5:00pm)	2 hours
All Other Times (Critical issues)	15 min
All other times (None critical)	Next business day

C: On-Site Service from time of first contact:

Critical Issues that require onsite presence:	As soon as possible
All other issues that require onsite presence:	As available

2. Scope

Numa Networks will be expected to provide competent managed support and technical help on all aspects of Windows Networking, including, but not limited to, Hardware, Software, Servers, and Peripheral Equipment, and to assist City of Lomita and its staff in day-to-day maintenance and administration of its IT/IS environment. We

do not manage phones or run cables but will happily provide vendor liaison and assistance. This also includes First level end-user support, Second Level end-user support, and vendor support manageme

EXHIBIT B
COST PROPOSAL

Cost Proposal / Pricing Information

Monthly Recurring Charges		
Monthly Recurring Charges (MRC)	List Price	Multi-Year Discount
1) Month to Month	\$ 6,900.00	\$ 4,810.00
2) One - Year	\$ 6,750.00	\$ 4,700.00
3) Two - Year	\$ 5,400.00	\$ 4,500.00

Negotiated to
\$4,200/Month

Flat Rate Charges for Other/Future	
Re-Deploy Computer	\$ 200.00
Deployment of New Computers	\$ 250.00
Deployment of New Servers	Hourly (T/M) \$160 per hour with a minimum of 2 hours
Installation of New VPN	\$ 150.00
Configuration of New PDA/Phone	\$ 150.00
Incremental Increase in MRC per computer	\$ 80.00
Incremental Increase in MRC per Server	\$ 200.00
Incremental Increase in MRC per VPN	\$ -
Incremental Increase in MRC per PDA	\$ -
On site Service Requests	\$ -
Backup Charges	\$ -
Project Bill Rate	Level 1-2 \$125 Level 3 \$160

FIRST AMENDMENT TO
AGREEMENT BETWEEN THE CITY OF LOMITA AND NUMA NETWORKS FOR EQUIPMENT
PURCHASE AND PROFESSIONAL SERVICES

This First Amendment to the Agreement between the City of Lomita ("City") and Numa Networks ("Consultant") for Equipment Purchase and Professional Services for Managed IT Services is made and entered into this 5th day of February 2019.

WHEREAS, the City and Consultant are parties to an Agreement for professional services for the above referenced projects dated September 4, 2018 ("the Agreement"); and


WHEREAS, the City and Consultant desire to amend the Agreement to include additional services to the scope of services as described in Exhibit A in the Agreement and to include additional corresponding price information to Exhibit B of the Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained therein, City and Consultant hereby agree as follows:

1. Scope of Services. Exhibit A (Scope of Services) of the Agreement shall be amended to add the attached Exhibit A1 as additional services to be performed by Consultant in addition to the already stated services found in Exhibit A of the Agreement.
2. Consideration and Compensation. Exhibit B (Cost Proposal) of the Agreement shall be amended to add the attached Exhibit B1 as additional pricing information in addition to the already stated pricing information found in Exhibit B of the Agreement.
3. No other changes. All terms, conditions and other provisions of the Agreement, including all Exhibits thereto, not affected by this First Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment on the 5th day of February 2019, at Lomita, California.

NUMA NETWORKS

By 
Warren Hino
Consultant

CITY OF LOMITA

By 
Ryan Smoot
City Manager

Attest:


Sandra Medina
City Clerk

EXHIBIT A1

1. On-Site IT Support Services

3 days per week; (3.5 minimum hours per day)
Specific days to be determined based on City need
City may reduce the number of days based on need

2. Server Replacement Project – Labor Cost

(2) Setup Server – Install Server 2016 – Install and Prep Monitoring – Update Windows / Firmware / BIOS

Configure switching and MD Storage array

VMWare

"Create (5) New VM

SRV-COL-DC01 - 8GB RAM, C: 120 / D: 2TB

SRV-COL-APP02 - 16GB RAM, C: 120 / D: 250 / E: 75 (Scratch)

SRV-COL-APP03 - 16GB RAM C: 120 / D: 250 / E: 75 (Scratch)

SRV-COL-RDS01 - 16GB RAM C: 120 / D: 250"

** DC (LOMCHSRV2) - SRV-COL-DC01

Join DC01 to domain and DCPromo / migrate FSMO roles

Ensure DHCP/DNS roles moved

Work with Pingplotter vendor to migrate PingPlotter to new DC

Install and configure DFS-N/DFS-R and management tools

Decom the other 2 DFS partners

** INCODE Server (LOMCHSQL1) SRV-COL-APP01

Migrate 13 Network Printers

** LASERFICHE (LASERFICHE) - SRV-COL-APP03

"Work with ECS Imaging to grant them remote access to server as they will manage the LASERFICHE migration from 9.2 to the most current version. Confirmed with support they will install SQL Express.

ECS indicated they have 10 reserved hours to work from on this"

Migrate 10 Network Printers

** Terminal Server (LOMCHTERM1) - SRV-COL-RDS01

Install Office 2010 ProPlus (client owns licensing and software)

Install LaserFische Client and Incode Client (Outlook add-on for Laserfische included)

Configure 5 user profiles

Work with existing IT provider to update NAT policy to point to the new RDS Server

Configure APC UPS and PCN appliance for proper shutdown

Migrate the \\Water Utility Share (<10GB files) from LOMCHSRV3 and migrate to SRV-COL-DC01 and update GPO's /login scripts as necessary

Check to ensure LOMCHSRV3 does not run any other dependencies and DCPROMO down and decom this server

Deliver all equipment / rack and stack (2 techs)

65265.00001\31789883.1

1/29/19

Move Current Backup to separate VLAN

1. Implement GPO for locking screen
2. Implement GPO for stronger password requirements
3. Active Directory cleanup (delete terminated employees, service accounts, test accounts, Domain Admin membership, etc)
4. GPO cleanup/drive mapping best practices implementation
5. File share permissions security upgrade i.e. LOMCHAPP1 (everyone has full control)

Issues

-Decom

* LOMCEXCHEX1

* LOMCHSRV2

* LOMCHSQL1

* LOMCHAPP1

* LOMCHAPP2

* LASERFISCHE

* LOMCHTERM1

- Deliver all equipment / rack and stack (2 techs)

Requirements:

- Windows based Outlook clients will be at version 2010 SP2 (w/ updates KB2956191 and KB2965295) or higher and 2011 or higher for Macs
- COL confirms through existing IT provider that there are valid backups for all servers to be decommissioned prior to commencing project

Assumptions:

- At least (8) GB ports free on current switch stack for servers
- At least (4) 10/100 switch ports free for management
- At least 12U of space free for servers, UPS, and MD Array.

3. Office 365 Migration

Office 365 Migration - Client will provide licensing

Office 365 Migration Tool – Up to 65 users

4. InCode10 Installation

Incode 10 Upgrade and Installation: Incode 10 upgrade and vendor liaison assistance for Incode vendor Tyler Technologies.

- Upload Incode 9 data for data conversion to Tyler Technologies. This will happen once at the beginning of the project and once during the project.
- Set up Windows VM for Incode 10
- Install SQL Server 2016 on VM
- Set up remote access for Tyler Technologies
- Install Incode 10 software on end-user PCs (26 PCs)
- Configure access to Incode Express (web app) on firewall Assumptions
- New server hardware is available and ready to set up
- Tyler Technologies will handle the installation and configuration of Incode 10 on the VM
- Tyler Technologies will provide the documentation or training needed to upgrade end-user PCs

EXHIBIT B1

Cost Proposal/Pricing Information

Monthly Recurring Charges

Monthly Recurring Charges	Cost
On an as-needed basis as determined by the City – 3 site visits per week (#1 on prior page) (Minimum 3.5 hours per day)	\$3,600.00 (\$75/hr.)

Flat Rate Charges for Other/Future

Server Replacement Project (#2 on prior page)	\$16,648
Office 365 Migration with Migration Tool (#3 on prior page)	\$14,557.75
InCode10 Installation (#4 on prior page)	\$3,680

SECOND AMENDMENT TO
AGREEMENT BETWEEN THE CITY OF LOMITA AND NUMA NETWORKS FOR EQUIPMENT
PURCHASE AND PROFESSIONAL SERVICES

This Second Amendment to the Agreement between the City of Lomita ("City") and Numa Networks ("Consultant") for Professional Services for Managed IT Services is made and entered into this 15th day of September 2020.

WHEREAS, the City and Consultant are parties to an Agreement for professional services for dated September 4, 2018 ("the Agreement"); and

WHEREAS, Amendment No. 1 to said Agreement between the City and Consultant for Equipment Purchase and Professional Services for Managed IT Services was made and entered into on February 5, 2019.

WHEREAS, the City and Consultant desire to amend the Agreement to extend the term of the Agreement and revise fee schedules. The Agreement is set to expire on September 4, 2020.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained therein, City and Consultant hereby agree as follows:

1. Term of Agreement. The term of the Agreement shall be extended to September 4, 2023. It is understood that any and all Services requested by City that fall outside of the terms of this Agreement and its amendments will be considered Projects, and will be quoted and outlined in a separate SOW.

2. Exhibits. In addition to the work plan as outlined in the Agreement and Amendment No. 1 of the Agreement, Consultant will provide complete ongoing technical assistance and system management on the following systems as set forth in Exhibit A. Certain fees relating to the services being provided are amended as set forth in Exhibit B. Exhibit A and Exhibit B attached hereto are incorporated herein by reference.

3. No other changes. All terms, conditions and other provisions of the Agreement and Amendment No. 1 to the Agreement, including all Exhibits thereto, not affected by this Second Amendment shall remain in full force and effect.


IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment on the 15th day of September 2020, at Lomita, California.

NUMA NETWORKS

By 
Warren Hino
Consultant



CITY OF LOMITA

By 
Ryan Smoot
City Manager

Attest:


Kathleen Gregory
City Clerk

Amendment 2: Exhibit A Cost Proposal Update for Professional Services Cost

The Work Plan

SCOPE OF SERVICES

The following scope describes the work that will be completed to deliver the managed support services for the City of Lomita. Numa Networks goal is to improve ongoing support, maintenance, develop an infrastructure life cycle replacement schedule, and improve security processes and procedures for the City of Lomita. Numa Networks is in agreement with the City of Lomita in regard to the aging server report and a potential lack of Disaster Recovery.

A. Documentation

Whether or not it is specifically addressed below, Numa Networks will provide and maintain complete documentation for all work undertaken and provide this documentation in electronic form unless otherwise noted.

B. Number of Users /Devices

In addition to the work plan as outlined in the September 4, 2018 agreement and Amendment No. 1 dated February 5, 2019, Numa Networks will provide complete ongoing technical assistance and system management on the following systems as amended:

Services	Current	Revision
Managed Computers	40	56
Managed Servers	11	11
Managed Routers	3	5
Antispam Accounts	50	70
Antivirus Accounts	50	56

*Note: Quantity of managed servers reflects servers currently online. Efforts to decommission two servers are currently in progress.

Amended Cost Proposal / Pricing Information

Monthly Recurring Charges

Monthly Recurring Charges (MRC)	Current
Current	\$4,280
September 1, 2020 (2%)	\$4,365
September 1, 2021 (2%)	\$4,452
September 1, 2022 (2%)	\$4,541

On-Site Support

On-Site Support	Pricing (Monthly)
Current	\$3,600
September 1, 2020 (2%)	\$3,672
September 1, 2021 (2%)	\$3,745
September 1, 2022 (2%)	\$3,820

Flat Rate Charges for Other/Future

Deployment of New Computers	\$350
Incremental Increase in MRC per Computer	\$85
Project Bill Rate	Level 1-2 - \$125 Level 3 - \$175



CITY OF LOMITA CITY COUNCIL REPORT

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

FROM: Ryan Smoot, City Manager

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

MEETING DATE: June 6, 2023

SUBJECT: Consideration of a Corrected First Amendment to Agreement with Hazen and Sawyer for Engineering Services related to the upgrades at the Cypress Water Production Facility.

RECOMMENDATION

Approve the corrected First Amendment to Agreement 2020-18 with Hazen and Sawyer for engineering services related to upgrades at the Cypress Water Production Facility for a total not to exceed \$233,313 inclusive of previously approved funding; and authorize the City Manager to execute.

BACKGROUND

The City had long been planning for the addition of Granular Activated Carbon (GAC) to improve the aesthetic qualities of Lomita's water and began the design process in late 2017. The GAC will not only remove constituents that affect aesthetic qualities such as taste and odor, but also removes benzene and is considered the best available technology. Following the detection of benzene, the design of the GAC system required the addition of two more GAC vessels to ensure complete removal of benzene.

In June 2020, the City Council approved an agreement with Hazen and Sawyer to support the construction phase of the project, and in January 2021, the construction contract was awarded to RC Foster.

While the project is nearly complete, several elements of the project scope have required additional review and submittals than originally anticipated. These include the number of items submitted by the contractor for review, the number of requests for information, and the support for permitting the facility with the State Division of Drinking Water.

In February 2023, the City Council approved an amendment with Hazen and Sawyer to allow for continued engineering support through the project completion in the coming

months and ensure the City is able to make required submittals to the Division of Drinking Water as expeditiously as possible. The total not to exceed amount, inclusive of previously approved funding, was inadvertently stated as \$214,655, but should have been included the contingency amount for a total amount of \$233,313.

FISCAL IMPACT

The additional cost of the amendment is \$28,078 and brings the total contract amount to \$233,313. Funds are budgeted in FY22-23 in the Water Capital budget, account No. 520-840-5821.365, Cypress Water Production Upgrades. The City anticipates a reimbursement of \$2,000,000 through the WRD grant following the completion of the project in accordance with the approved reimbursement agreement.

OPTIONS

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

ATTACHMENTS

1. First Amendment (corrected)

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
Hazen and Sawyer Environmental Engineers and Scientists and the City of Lomita
(Corrected)**

This First Amendment to the Agreement is made and entered into between the **City of Lomita** ("City") and **Hazen and Sawyer Environmental Engineers and Scientists**, ("Consultant"). The City and Contractor mutually agree to amend the existing Agreement entered into on June 16, 2020, as follows:

RECITALS

A. On June 16, 2020, the City entered into an Agreement with Contractor for various engineering services ("Agreement").

B. The City and Contractor now desire to amend the Agreement compensation by increasing the pay by \$28,078 for a total compensation not to exceed \$233,313.

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

1. **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 \$233,313 for CONSULTANT's services, unless otherwise specified by written amendment to this Agreement.
2. **NO OTHER CHANGES.** All terms, conditions, and other provisions of the Agreement, including all exhibits, not affected by this First Amendment shall remain in full force and effect.
3. **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.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment on the 6th day of June 2023, at Lomita, California.

City of Lomita

**Hazen and Sawyer Environmental
Engineers and Scientists**

By _____
Ryan Smoot, City Manager

By _____
Lynn Grijalva, Vice President

Attest:

Approved as to Form:

Kathleen Horn Gregory, MMC, City Clerk

Trevor Rusin, City Attorney



CITY OF LOMITA CITY COUNCIL REPORT

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

FROM: Ryan Smoot, City Manager

PREPARED BY: Juan Ibarra, Administrative Analyst

MEETING DATE: June 6, 2023

SUBJECT: Consideration of a Resolution Approving a Cooperation Agreement Between the City of Lomita and the County of Los Angeles for Continued Participation in the County of Los Angeles Urban Community Development Block Grant (CDBG) Program

RECOMMENDATION

Adopt Resolution and authorize the Mayor or his designee to execute the agreement for the time period of July 1, 2024 through June 30, 2027.

BACKGROUND

In 1974, the U.S. Congress introduced the Community Development Block Grant (CDBG) Program as part of the Housing and Community Development Act. CDBG is funded by the U.S. Department of Housing and Urban Development (HUD). Although the Act has been amended in recent years, the primary objective continues to be developing viable urban communities by providing decent housing, a suitable living environment, and expanding economic opportunities, principally for low and moderate income persons.

The Los Angeles County Development Authority (LACDA), formerly the Los Angeles County Community Development Commission administers this funding on behalf of the Los Angeles County Board of Supervisors, which oversees the LACDA, and 48 participating cities throughout the County including Lomita.

To participate in the CDBG Program, LACDA must requalify with HUD every three (3) years to obtain entitlement status as an Urban County. The County is in the process of submitting its documentation to qualify for this designation. For the requalification to be possible, LACDA needs to enter into cooperation agreements with all non-entitlement cities, with a population of less than 50,000, within the Los Angeles County. In order to continue to receive CDBG funding the City of Lomita is required to enter into the cooperation agreement.

The Cooperation Agreements are executed on three (3) year cycles, the next being July 1, 2024 through June 30, 2027. The current Urban County three-year qualification period will end on June 30, 2024.

The City of Lomita would need to continue its participation in order to continue receiving CDBG funding. The City of Lomita has been approved to receive a CDBG allocation during FY 2023-2024 of \$140,077.

OPTIONS:

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

FISCAL IMPACT

By participating in the Los Angeles Urban CDBG Program, the City of Lomita would be allocated an estimated \$440,000 in CDBG funds between July 1, 2024 and June 30, 2027.

ATTACHMENTS

- 1) Resolution
- 2) Cooperation Agreement

Reviewed by:

Gary Sugano

Gary Sugano
Assistant City Manager

Approved by:

Ryan Smoot

Ryan Smoot
City Manager

Prepared by:

Juan Ibarra

Juan Ibarra
Administrative Analyst

RESOLUTION NO. 2023-13

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA
APPROVING PARTICIPATION IN THE LOS ANGELES URBAN COUNTY PROGRAM**

WHEREAS, the City of Lomita ("City") desires to participate in the Los Angeles Urban County Program for Community Development Block Grant ("CDBG") funds, and if applicable, the HOME Investment Partnerships ("HOME") Program, and the Emergency Solutions Grant ("ESG") Program, in the County's Consolidated Plan for Fiscal Years 2024-2026, commencing on July 1, 2024, and through June 30, 2027; and

WHEREAS, the City authorizes the execution of a Cooperation Agreement with the County of Los Angeles in order to receive said CDBG funds;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOMITA AS FOLLOWS:

SECTION 1. The City Council adopts and approve its participation in the Los Angeles County Urban County Program and receiving CDBG funds, and if applicable, HOME and ESG Program funds, and execution of the Cooperation Agreement between the City of Lomita and the County of Los Angeles for the time period of July 1, 2024, through June 30, 2027 and self-renewing thereafter.

SECTION 2. The City Council authorizes the Mayor, or his/her designee, to execute the Cooperation Agreement, any and all related documents necessary, for participation in the Los Angeles Urban County Program on behalf of the City.

PASSED, APPROVED, AND ADOPTED this 6th day of June 2023.

Barry Waite, Mayor

ATTEST:

Kathleen Horn Gregory, City Clerk

APPROVED AS TO FORM:

Trevor Rusin, City Attorney

I, Kathleen Horn Gregory, City Clerk of the City of Lomita, do hereby certify that the foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Lomita held on the 6th day of June, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

Kathleen Horn Gregory, City Clerk

**COUNTY OF LOS ANGELES
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
HOME INVESTMENT PARTNERSHIPS PROGRAM
EMERGENCY SOLUTIONS GRANT PROGRAM**

**PARTICIPATING CITY
COOPERATION AGREEMENT**

This **COOPERATION AGREEMENT** (“Agreement”) is being entered into on this **6th** day of June 2023 to be effective on the 1st day of July 2024, by and between the **CITY OF LOMITA**, hereinafter referred to as “City,” and the County of Los Angeles, by and through the Executive Director of the Los Angeles County Development Authority, hereinafter referred to as “County,” and shall remain in effect for the County's Consolidated Plan for Fiscal Years 2024-2026. The County and the City are collectively referred to as the “Parties” or individually “Party.”

WITNESSETH THAT:

WHEREAS, in 1974, the U.S. Congress enacted and the President signed a law entitled, the Housing and Community Development Act of 1974, as amended, herein called the “Act”;

WHEREAS, the Parties desire to cooperate to undertake, or assist in undertaking, community development, community renewal of lower-income housing assistance activities, specifically urban renewal and publicly assisted housing, including, but not limited to, the improvement or development of housing for persons of low- to moderate-incomes, and other community or urban renewal activities authorized by the Act, the Cranston-Gonzalez National Affordable Housing Act (“NAHA”), and the U.S. Housing Act of 1937, as amended;

WHEREAS, the Community Development Block Grant (“CDBG”) Program, the HOME Investment Partnerships (“HOME”) Program, and the Emergency Solutions Grant (“ESG”) Program are required to have an approved comprehensive housing strategy as authorized under NAHA;

WHEREAS, the County has requested of the U.S. Department of Housing and Urban Development, hereinafter referred to as “HUD”, that the County be designated as an urban county, hereinafter referred as to the “Los Angeles Urban County”;

WHEREAS, the City has participated with the County in the Los Angeles Urban County Program and desires to renew its participation with the County in said Los Angeles Urban County Program for the County's Consolidated Plan for Fiscal Years 2024-2026;

WHEREAS, as the Los Angeles Urban County designee, the County will take responsibility and assume all obligations of an applicant under federal statutes, including: the analysis of needs, the setting of objectives, the preparation of community development and housing assistance plans, the consolidated plan, and the assurances of certifications;

WHEREAS, the terms and provisions of this Agreement are fully authorized under state and local law, and this Agreement provides full legal authority for the County to undertake, or assist in undertaking, essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing; and

WHEREAS, by executing this Agreement, the Parties hereby give notice of the intention to participate in the Los Angeles Urban County Program.

NOW, THEREFORE, the Parties agree as follows:

1. The City hereby authorizes the County to perform, or cause to be performed, those acts necessary or appropriate to implement the community development and housing assistance activities. Specifically urban renewal and publicly assisted housing, including, but not limited to, improvement or development of housing for persons of low- to moderate-income, and other community or urban renewal activities authorized under the Act for the City in the County's Consolidated Plan for Fiscal Years 2024-2026, which will be funded from the CDBG Program, and, where applicable HOME and ESG Programs, from federal annual appropriations and from any program income generated from the expenditure of such funds.

In the event this Agreement extends into succeeding fiscal years and funds have not been appropriated, this Agreement will automatically terminate as of June 30 of the then-current fiscal year. The County will endeavor to notify the City in writing within ten (10) days of receipt of non-appropriation notice.

2. This Agreement covers the following formula funding programs administered by HUD where the County is awarded and accepts funding directly from HUD: The CDBG Program, the HOME Program, and the ESG Program.
3. In executing this Agreement, the City understands the following:
 - a. The County has the final responsibility for selecting CDBG, and, where applicable, HOME and ESG, activities and submitting the Consolidated Plan to HUD.
 - b. The City is not eligible to apply for grants under the State CDBG ("Small Cities CDBG") Program for appropriations for the County's Consolidated Plan for Fiscal Years 2024-2026.
 - c. The City may participate in the HOME Program only through the Los Angeles Urban County Program. Thus, even if the County does not receive a HOME formula allocation, the City cannot form a HOME consortium with other local governments.
 - d. The City may participate in the ESG Program only through the Los Angeles

Urban County Program.

4. The term of this Agreement shall be for the County's Consolidated Plan for Fiscal Years 2024-2026 and commence on **July 1, 2024** through **June 30, 2027** ("Urban County Term"). The Parties agree that they cannot terminate or withdraw from this Agreement while it remains in effect. The City provides written notice at least 60 days prior to June 30 2026 that it elects not to participate in the next urban county qualification period. Towards the end of the second year of the Urban County Term, the County will notify the City in writing of its right not to participate in the County's successive Consolidated Plan for the next three-year period.

The Parties agree to adopt amendments to this Agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in HUD's *Urban County Qualification for Participation Notice*, prior to the subsequent three-year extension of the term.

5. This Agreement shall be effective for the Urban County Term and for such period of time for the expenditure of all CDBG funds, or where applicable, HOME and ESG funds, allocated to the City under this Agreement and appropriations from any program income therefrom and for the completion of the funded activities. The Parties agree that they cannot terminate or withdraw from this Agreement while it remains in effect.
6. The Parties agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities, specifically urban renewal and publicly assisted housing, including, but not limited to, the improvement or development of housing for persons of low- to moderate-incomes, and other community or urban renewal activities authorized by the Act.

The Parties in the performance of this Agreement shall take all actions necessary or appropriate to assure compliance with the Los Angeles Urban County Program's certification under Section 104(b) of Title I of the Act, as amended, that the grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964; and the implementing regulations at 24 CFR Part 1, and the Fair Housing Act, and the implementing regulations at 24 CFR Part 100, and will affirmatively further fair housing. See 24 CFR § 91.225(a) and Affirmatively Furthering Fair Housing Definitions and Certifications (86 FR 30779, June 10, 2021), to be codified at 24 CFR 5.151 and 5.152, available at <https://www.federalregister.gov/documents/2021/06/10/2021-12114/restoring-affirmatively-furthering-fair-housing-definitions-and-certifications>.

Furthermore, the Parties in the performance of this Agreement shall take all actions necessary or appropriate to assure compliance with Section 109 of Title I of the Act, and the implementing regulations at 24 CFR Part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR Part 8, Title II of the Americans with Disabilities Act, and the implementing

regulations at 28 CFR Part 35, the Age Discrimination Act of 1975, and the implementing regulation at 24 CFR Part 146, and Section 3 of the Housing and Urban Development Act of 1968, and all other applicable laws and regulations.

The Parties agree that CDBG and, where applicable, HOME and ESG funding is prohibited for any activities in, or in support of, any cooperating City that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's action to comply with its fair housing certification. The City acknowledges and agrees to HUD's 424-B Form, *Assurances and Certifications*.

7. Pursuant to 24 CFR § 570.501(b), the City is subject to all requirements applicable to subrecipients, including the requirement of a written agreement as set forth in 24 CFR § 570.503.
8. The City shall report to the County of any income generated by the use of CDBG and, where applicable, HOME and ESG funds received by the City. Any such program income, if applicable, must be remitted to the County within 30 days of receipt. Such program income may be used for eligible activities in accordance with all CDBG and, where applicable, HOME and ESG, requirements as may then apply.
9. The County shall be responsible for monitoring and reporting to HUD on the use of any program income; therefore, the City shall be required to maintain appropriate record keeping and reporting for this purpose.
10. The City may not sell, trade or otherwise transfer all or any portion of CDBG, and, where applicable, HOME and ESG funds to another metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG, and, where applicable, HOME and ESG funds in exchange for any other funds, credits or non-federal consideration, but must use such funds for activities eligible under Title I of the Act.
11. In the event of grant close-out or termination of this Agreement, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County within 60 days after grant closeout or termination of this Agreement.
12. All program income generated from the disposition or transfer of real property acquired or improved by the City using CDBG and, where applicable, HOME and ESG, funds or program income, during the Urban County Term, shall be subject to all the terms and conditions of this Agreement.
13. Any real property which is acquired or improved by the City during the term of this Agreement, in whole or in part, using CDBG and/or HOME and ESG funds or program income in excess of \$25,000, shall be subject to the following standards:

- a. The County shall be notified by the City in writing of any modification or change in the use or disposition of such real property from that planned at the time of the acquisition or improvement. Such notification shall be made prior to the modification, change in use or disposition.
 - b. If such real property is sold within five (5) years or transferred for a use which does not qualify as an eligible activity under CDBG and/or HOME and ESG regulations, the City shall reimburse to the County an amount equal to the pro-rata share of the current fair market value of the property or proceeds from the sales. The pro-rata share shall be calculated by multiplying the current market value by the percentage of the purchase price paid with CDBG funds or program income.
- 14. The City shall make available for inspection and audit to County's and HUD's representatives, upon request, at any time during the duration of this Agreement and for a period of five (5) years thereafter, all of its books and records relating to CDBG and, where applicable, HOME and ESG, program activities and income.
- 15. Following the end of the three-year reimbursable contract period and after resolving any financial or programmatic findings, if the City elects to leave the Los Angeles Urban County Program and is not eligible to become an entitlement city, the City will be unable to request that its allocation or any remaining balance be transferred to the City. Any remaining balance will be transferred to the funding pool of the Supervisorial District in which the City is located.
- 16. The City has adopted and is enforcing:
 - a. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - b. A policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.
- 17. The City shall provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the City's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - b. Establishing an ongoing drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;

- ii. The City's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- c. Making it a requirement that each employee who will be engaged in the performance of the grant be given a copy of the statement required by paragraph "a" of this Section 20.
- d. Notifying the employee in the statement required by paragraph "a" of this Section 20 that, as a condition of employment funded by the CDBG, and where applicable, HOME and ESG grant, the employee will:
 - i. Abide by the terms of the statement; and
 - ii. Notify the City in writing of his or her conviction of a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
- e. Notifying the County in writing, within ten (10) calendar days after receiving notice under subparagraph d(ii) of this Section 20 from an employee or otherwise receiving actual notice of any such conviction; and the City must provide written notice, including position or title, of any City employees convicted of any criminal drug statute to every County officer or other designee who processed a CDBG, HOME, or ESG grant which funded any activity on which the convicted employee was working, unless HUD has designated an identification number(s) of each affected grant.
- f. Taking one (1) of the following actions, within 30 calendar days of receiving notice under subparagraph d(ii) of this Section 20, with respect to any employee who is so convicted:
 - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purpose by a federal, state, local health, law enforcement, or other appropriate agency.
- g. Making a good faith effort to continue to maintain a drug-free workplace through the implementation of paragraphs a, b, c, d, e, and f, of this Section 17.

18. This Agreement may be executed in any number of counterparts, each of which shall be effective only upon delivery, and therefore shall be deemed an original, and all of which shall constitute one and the same document, for the same effect as if all parties hereto had signed the same signature page.

The facsimile, email, or other electronically delivered signature of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by the Executive Director of the LACDA, and the City has subscribed the same through its duly authorized officers, on the day, month, and year first above written.

County Counsel Certification

The office of the County Counsel hereby certifies that the terms and provisions of this Agreement are fully authorized under state and local laws, and that the Agreement provides full legal authority for the County to undertake or assist in undertaking essential community development and housing assistance activities, specifically urban renewal and public assisted housing.

By: _____
Principal Deputy County Counsel

_____ Date

COUNTY OF LOS ANGELES

CITY OF LOMITA

By: _____
EMILIO SALAS, Executive Director
Los Angeles County Development Authority

By: _____
MAYOR OR DESIGNEE

ATTEST:
City Clerk

By: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____
BEHNAZ TASHAKORIAN
Principal Deputy County Counsel

By: _____
CITY ATTORNEY



CITY OF LOMITA CITY COUNCIL REPORT

Item No. 7h

TO: City Council

FROM: Ryan Smoot, City Manager

PREPARED BY: Gary Y. Sugano, Assistant City Manager

MEETING DATE: June 6, 2023

SUBJECT: Consideration of an Agreement with Airespring for Networking, Internet, and Phone Service at all City Facilities

RECOMMENDATION

Approve the agreement and authorize the City Manager to sign the Master Services Agreement and any related documentation.

BACKGROUND/ANALYSIS

TPx Communications has been providing the majority of services listed above including networking and landline phone service to five city locations (Lomita City Hall, Lomita Park, Public Works Corp Yard, CWPF and the Railroad Museum). Prior to the fiber upgrade at Lomita Park and the Cypress Water Facility, primary internet service (at all sites except city hall) had been provided by Spectrum (via TPX) and phone maintenance by NexusTek. While the reliability of TPx has been adequate (service has been uneven and we've seen a consistent turnover in customer account management), staff enlisted the assistance of Sandler Partners (via Numa Networks) to shop other companies to provide a comparison.

In 2016, the South Bay Cities Council of Governments (SBCCOG) embarked on an initiative to bring a fiber network to the South Bay that would allow cities and other governmental agencies to receive faster internet access (1GB vs. 20MB). The City has been receiving this service from Race Communications at the city hall location since 2020. This has dramatically improved productivity and reliability at city hall. The City is in the process of adding two additional sites – Lomita Park and the Cypress Water Facility.

Phone Upgrade from PBX to VoIP

The City's current phone system is a PBX (Private Branch Exchange) which is an on premise phone system not connected to a data network. VoIP (Voice over Internet

Protocol) converts voice to data which can be transferred over a data network. The VoIP would be hosted off-site which would eliminate the need for an on-site communications network and would be one less item that would require future maintenance.

Other features of a VoIP system include the option for users to use a soft phone (eliminates the need for a physical phone) to place and receive calls with a headset. An app on their PC or mobile device would allow calls to be placed.

The table provides a cost comparison with the current vs. the proposed cost from other providers.

Current

Site/Location	Monthly Cost	Non-Recurring	Internet Speed	Start of Term	Expiration
City Hall/Narbonne		n/a	n/a	8/1/2020	10/30/2023
Lomita Park/24428 Eshelman		n/a	200/10	5/1/2020	10/30/2023
Corp Yard/24373 Walnut Av		n/a	100/8	5/1/2020	10/30/2023
RR Museum/2137 250th St		n/a	100/10	5/1/2020	10/30/2023
CWPF/26112 Cypress St		n/a	100/10	5/1/2020	10/30/2023
Phone Maintenance (NexusTek)					

\$2,253.92

Proposed/Recommended
(Airespring/Spectrum)

Site/Location	Monthly Cost	Non-Recurring	Internet Speed	Start of Term	Expiration
City Hall/Narbonne		n/a	300/10*	9/30/2023	10/30/2026
Lomita Park/24428 Eshelman		n/a	300/10*	9/30/2023	10/30/2026
Corp Yard/24373 Walnut Av		n/a	300/10	9/30/2023	10/30/2026
RR Museum/2137 250th St		n/a	300/10	9/30/2023	10/30/2026
CWPF/26112 Cypress St		n/a	300/10*	9/30/2023	10/30/2026

\$2,484.95

(Cato/Spectrum)

Site/Location	Monthly Cost	Non-Recurring	Internet Speed	Start of Term	Expiration
City Hall/Narbonne		n/a	300/10*	9/30/2023	10/30/2026
Lomita Park/24428 Eshelman		n/a	300/10*	9/30/2023	10/30/2026
Corp Yard/24373 Walnut Av		n/a	300/10	9/30/2023	10/30/2026
RR Museum/2137 250th St		n/a	300/10	9/30/2023	10/30/2026
CWPF/26112 Cypress St		n/a	300/10*	9/30/2023	10/30/2026

\$2,718.70

(BigLeaf/Spectrum)

Site/Location	Monthly Cost	Non-Recurring	Internet Speed	Start of Term	Expiration
---------------	--------------	---------------	----------------	---------------	------------

City Hall/Narbonne		n/a	300/10*	9/30/2023	10/30/2026
Lomita Park/24428 Eshelman		n/a	300/10*	9/30/2023	10/30/2026
Corp Yard/24373 Walnut Av		n/a	300/10	9/30/2023	10/30/2026
RR Museum/2137 250th St		n/a	300/10	9/30/2023	10/30/2026
CWPF/26112 Cypress St		n/a	300/10*	9/30/2023	10/30/2026

\$2,379.95

* Back-up connection; these 3 sites have 1GB fiber connections through Race Communications

** New phones would be provided across all sites

*** One-time IT support charges for all options - \$6,000

**** Estimated tax \$250/month

***** All options include Spectrum internet

***** 1 month free during the term of the agreement

While Airespring monthly cost is nominally higher than BigLeaf's proposal and TPx, their overall customer service and experience with phone setup is superior and is therefore being recommended. White glove service relative to equipment setup (including programming of phones), annual phone maintenance and training is included in the pricing. In addition, all landline phones would be provided at no extra charge. Under the proposal, a new back-up internet connection through Spectrum would be provided at city hall (which we do not currently have). If approved, notice would be provided to TPx Communications of termination effective October 30, 2023. There would be a one month overlap of service for continuity. Setup and installation would take place in late September to ensure adequate time to implement the switch-over should any issues arise.

ALTERNATIVES

1. Do not approve staff's recommendation
2. Give staff further direction

FISCAL IMPACT

The monthly cost initially would be \$2,484.95 per month plus one-time installation charges totaling \$6,050 (for a 3-year term). There is sufficient funding budgeted under the Information Technology Division as this cost has been previously budgeted.

ATTACHMENTS

1. Master Service Order Agreement

Prepared by:

Gary Sugano

Gary Y. Sugano
Assistant City Manager

Approved by:

Ryan Smoot

Ryan Smoot
City Manager

**AIRESPRING
MASTER SERVICE ORDER AGREEMENT
3/15/2023**

Attachment No 1

(This MSOA is valid if signed by the Customer on or before 3/25/2023)

CUSTOMER: City of Lomita
OMR #:
Channel Mgr: Steve Mooney
Agent: John Ellis
Agent ID: ASP0067
Solutions Engineer:
Submitted by: Steve Mooney

CUSTOMER BILLING ADDRESS:

Street:
City:
State:
ZIP Code:

CUSTOMER CONTACT:

Name:
Title:
Phone:
Email:

TECHNICAL/VENDOR CONTACT:

Name:
Title:
Phone:
Email:

BILLING CONTACT:

Name:
Title:
Phone:
Email:

The purpose of this Master Service Order Agreement ("MSOA") shall be to include all Service Orders for locations listed herein under a single Master Service Order Agreement. The Master Service Order Agreement includes this agreement and all schedules, exhibits and Service Order attachments ("Attachments") appended hereto or subsequently signed by the parties, (collectively, this "Agreement"). All services provided to Customer by AireSpring are governed by the terms of a Master Service Agreement ("MSA"), which may be found at <https://airespring.com/service-terms/> and AireSpring's Acceptable Use Policy, which may be found at <https://airespring.com/service-terms/acceptable-use-policy-aup/>, both of which are incorporated into this Agreement by this reference. Unless explicitly agreed to in writing with the consent of both parties, this Agreement shall supersede any other expressed or implied understandings or agreements between the Customer and AireSpring.

By signature below, Customer expressly agrees to be bound by the terms herein and as provided in each Attachment.

Customer Provided

24300 Narbonne - 24300 NARBONNE AVE LOMITA, CA 90717-1131 000-000 (001)

Qty	Description	Unit MRC	Unit NRC	Total MRC	Total NRC
1	VMware Edge 640N - 3-Year Term Supports up to [2000 Mb/s] of Maximum Throughput (defined as the aggregate of all traffic flows to and from a device – Up and Down Combined) Configurable LAN/WAN Ports: 6-Port GE, 2-Port SFP+ Maximum Tunnel Scale: 400 USB Ports (3G/4G): 2 (3.0)	\$2,300.00	\$0.00	FREE	\$0.00
1	VMware SD-WAN - Up to 200 Mb/s of In-Tunnel Bandwidth (Up and Down Combined) - 3-Year Term "Up and Down Combined" is the sum of the upload and download speeds of all In-Tunnel Traffic.	\$280.00	\$0.00	\$280.00	\$0.00
1	AireSpring Gateway Access - 200 Mb/s - Maximum Licensed In-Tunnel Bandwidth (Up and Down Combined) - 3-Year Term Promotional Offer. Required for Access to AireSpring Gateways	\$90.00	\$0.00	FREE	\$0.00
1	ENI (Edge Network Intelligence) ENI by VMware provides performance and analytics metrics on equipment and network, allowing customers to troubleshoot deviations and anomalies.	\$5.00	\$0.00	FREE	\$0.00
1	DDoS Mitigation for Airespring Gateway Access DDoS Mitigation only provided on in-tunnel internet traffic traversing Airespring Gateway Access.	\$500.00	\$0.00	FREE	\$0.00
50	Cloud Business Phone System - Enterprise Seat - 3-Year Term Includes professional phone installation. Award winning, full featured, cloud phone system, plus our MaX UC mobile (iOS/Android) and desktop app (Mac and PC), allowing users to collaborate with clients using HD voice, video, and instant messaging. Features include phone twinning, visual voicemail, contact management, call management, local call recording, and multi-party call handling, plus a Dedicated internet Fax number, allowing users to send and receive faxes via email.	\$16.00	\$0.00	\$800.00	\$0.00
60	Virtual Numbers - 3 Year Term	\$0.83	\$0.83	\$50.00	\$50.00
50	IP Phone - Yealink T46U - 3-Year Term 16-Line Gigabit IP Phone (Supports PoE - Does not include power adapter)	\$269.00	\$0.00	FREE	\$0.00
1	Professional On-Site Installation	\$300.00	\$0.00	FREE	\$0.00
1	IP Addresses - Gateway Access: 2 (Usable: 1) - Month-Month Term	FREE	\$0.00	FREE	\$0.00
1	AireNMS Network Monitoring Service 24/7 network monitoring and alerting for AireSpring provided routers and gateways.	\$50.00	\$0.00	FREE	\$0.00
1	AireCare Customer Portal AireSpring's 24/7 online billing, reporting, and service admin portal.	\$5.00	\$0.00	FREE	\$0.00
50	Dedicated AireFAX Number Send and receive faxes using email.	\$5.00	\$0.00	FREE	\$0.00

50	MaX UC Desktop Softphone for Mac or PC featuring presence, video calls, voicemail, and more.	\$5.00	\$0.00	FREE	\$0.00
50	MaX UC Mobile App for iOS and Android featuring presence, video calls, voicemail, and more.	\$5.00	\$0.00	FREE	\$0.00
1	Orchestrator Access	\$25.00	\$0.00	FREE	\$0.00
Subtotal				\$1,130.00	\$50.00

Qty	Circuit 3-Year Term	Total MRC	Total NRC
1	Customer Provided - Loop - AireSpring	FREE	\$0.00
Location Total		\$1,130.00	\$50.00

Usage Rates

Domestic Rates: 2.500¢ (usage bundles will be applied first)
 Free local calling and interoffice on-net calling.
 Offshore rates: [Click Here](#)
 AireSpring International rates: [Click Here](#)

24428 Eshelman - 24428 ESHELMAN AVE LOMITA, CA 90717-1230 000-000 (002)

Qty	Description	Unit MRC	Unit NRC	Total MRC	Total NRC
1	VMware Edge 640N - 3-Year Term Supports up to [2000 Mb/s] of Maximum Throughput (defined as the aggregate of all traffic flows to and from a device – Up and Down Combined) Configurable LAN/WAN Ports: 6-Port GE, 2-Port SFP+ Maximum Tunnel Scale: 400 USB Ports (3G/4G): 2 (3.0)	\$2,300.00	\$0.00	FREE	\$0.00
1	VMware SD-WAN - Up to 100 Mb/s of In-Tunnel Bandwidth (Up and Down Combined) - 3-Year Term "Up and Down Combined" is the sum of the upload and download speeds of all In-Tunnel Traffic.	\$195.00	\$0.00	\$195.00	\$0.00
1	AireSpring Gateway Access - 100 Mb/s - Maximum Licensed In-Tunnel Bandwidth (Up and Down Combined) - 3-Year Term Promotional Offer. Required for Access to AireSpring Gateways	\$45.00	\$0.00	FREE	\$0.00
1	ENI (Edge Network Intelligence) ENI by VMware provides performance and analytics metrics on equipment and network, allowing customers to troubleshoot deviations and anomalies.	\$5.00	\$0.00	FREE	\$0.00
1	DDoS Mitigation for Airespring Gateway Access DDoS Mitigation only provided on in-tunnel internet traffic traversing Airespring Gateway Access.	\$500.00	\$0.00	FREE	\$0.00
1	IP Addresses - Gateway Access: 2 (Usable: 1) - Month-Month Term	FREE	\$0.00	FREE	\$0.00
1	AireNMS Network Monitoring Service 24/7 network monitoring and alerting for AireSpring provided routers and gateways.	\$50.00	\$0.00	FREE	\$0.00
1	AireCare Customer Portal AireSpring's 24/7 online billing, reporting, and service admin portal.	\$5.00	\$0.00	FREE	\$0.00
1	Orchestrator Access	\$25.00	\$0.00	FREE	\$0.00
Subtotal				\$195.00	\$0.00

Qty	Circuit 3-Year Term	Total MRC	Total NRC
1	Customer Provided - Loop - AireSpring	FREE	\$0.00
Location Total		\$195.00	\$0.00

2137 250th - 2137 250TH ST LOMITA, CA 90717-2217 000-000 (003)

Qty	Description	Unit MRC	Unit NRC	Total MRC	Total NRC
1	VMware Edge 640N - 3-Year Term Supports up to [2000 Mb/s] of Maximum Throughput (defined as the aggregate of all traffic flows to and from a device – Up and Down Combined) Configurable LAN/WAN Ports: 6-Port GE, 2-Port SFP+ Maximum Tunnel Scale: 400 USB Ports (3G/4G): 2 (3.0)	\$2,300.00	\$0.00	FREE	\$0.00
1	VMware SD-WAN - Up to 100 Mb/s of In-Tunnel Bandwidth (Up and Down Combined) - 3-Year Term "Up and Down Combined" is the sum of the upload and download speeds of all In-Tunnel Traffic.	\$195.00	\$0.00	\$195.00	\$0.00
1	AireSpring Gateway Access - 100 Mb/s - Maximum Licensed In-Tunnel Bandwidth (Up and Down Combined) - 3-Year Term Promotional Offer. Required for Access to AireSpring Gateways	\$45.00	\$0.00	FREE	\$0.00
1	ENI (Edge Network Intelligence) ENI by VMware provides performance and analytics metrics on equipment and network, allowing customers to troubleshoot deviations and anomalies.	\$5.00	\$0.00	FREE	\$0.00
1	DDoS Mitigation for Airespring Gateway Access DDoS Mitigation only provided on in-tunnel internet traffic traversing Airespring Gateway Access.	\$500.00	\$0.00	FREE	\$0.00
1	IP Addresses - Gateway Access: 2 (Usable: 1) - Month-Month Term	FREE	\$0.00	FREE	\$0.00
1	AireNMS Network Monitoring Service 24/7 network monitoring and alerting for AireSpring provided routers and gateways.	\$50.00	\$0.00	FREE	\$0.00
1	AireCare Customer Portal AireSpring's 24/7 online billing, reporting, and service admin portal.	\$5.00	\$0.00	FREE	\$0.00
1	Orchestrator Access	\$25.00	\$0.00	FREE	\$0.00
Subtotal				\$195.00	\$0.00

Qty	Circuit 3-Year Term	Total MRC	Total NRC
1	Customer Provided - Loop - AireSpring	FREE	\$0.00
Location Total		\$195.00	\$0.00

26112 Cypress - 26112 CYPRESS ST LOMITA, CA 90717 310-257 (004)

Qty	Description	Unit MRC	Unit NRC	Total MRC	Total NRC
1	VMware Edge 640N - 3-Year Term Supports up to [2000 Mb/s] of Maximum Throughput (defined as the aggregate of all traffic flows to and from a device – Up and Down Combined) Configurable LAN/WAN Ports: 6-Port GE, 2-Port SFP+ Maximum Tunnel Scale: 400 USB Ports (3G/4G): 2 (3.0)	\$2,300.00	\$0.00	FREE	\$0.00
1	VMware SD-WAN - Up to 100 Mb/s of In-Tunnel Bandwidth (Up and Down Combined) - 3-Year Term "Up and Down Combined" is the sum of the upload and download speeds of all In-Tunnel Traffic.	\$195.00	\$0.00	\$195.00	\$0.00
1	AireSpring Gateway Access - 100 Mb/s - Maximum Licensed In-Tunnel Bandwidth (Up and Down Combined) - 3-Year Term Promotional Offer. Required for Access to AireSpring Gateways	\$45.00	\$0.00	FREE	\$0.00
1	ENI (Edge Network Intelligence) ENI by VMware provides performance and analytics metrics on equipment and network, allowing customers to troubleshoot deviations and anomalies.	\$5.00	\$0.00	FREE	\$0.00
1	DDoS Mitigation for Airespring Gateway Access DDoS Mitigation only provided on in-tunnel internet traffic traversing Airespring Gateway Access.	\$500.00	\$0.00	FREE	\$0.00
1	IP Addresses - Gateway Access: 2 (Usable: 1) - Month-Month Term	FREE	\$0.00	FREE	\$0.00
1	AireNMS Network Monitoring Service 24/7 network monitoring and alerting for AireSpring provided routers and gateways.	\$50.00	\$0.00	FREE	\$0.00
1	AireCare Customer Portal AireSpring's 24/7 online billing, reporting, and service admin portal.	\$5.00	\$0.00	FREE	\$0.00
1	Orchestrator Access	\$25.00	\$0.00	FREE	\$0.00
Subtotal				\$195.00	\$0.00

Qty	Circuit 3-Year Term	Total MRC	Total NRC
1	Customer Provided - Loop - AireSpring	FREE	\$0.00
Location Total		\$195.00	\$0.00

24373 Walnut - 24373 WALNUT ST LOMITA, CA 90717-1259 000-000 (005)

Qty	Description	Unit MRC	Unit NRC	Total MRC	Total NRC
1	VMware Edge 640N - 3-Year Term Supports up to [2000 Mb/s] of Maximum Throughput (defined as the aggregate of all traffic flows to and from a device – Up and Down Combined) Configurable LAN/WAN Ports: 6-Port GE, 2-Port SFP+ Maximum Tunnel Scale: 400 USB Ports (3G/4G): 2 (3.0)	\$2,300.00	\$0.00	FREE	\$0.00
1	VMware SD-WAN - Up to 100 Mb/s of In-Tunnel Bandwidth (Up and Down Combined) - 3-Year Term "Up and Down Combined" is the sum of the upload and download speeds of all In-Tunnel Traffic.	\$195.00	\$0.00	\$195.00	\$0.00
1	AireSpring Gateway Access - 100 Mb/s - Maximum Licensed In-Tunnel Bandwidth (Up and Down Combined) - 3-Year Term Promotional Offer. Required for Access to AireSpring Gateways	\$45.00	\$0.00	FREE	\$0.00
1	ENI (Edge Network Intelligence) ENI by VMware provides performance and analytics metrics on equipment and network, allowing customers to troubleshoot deviations and anomalies.	\$5.00	\$0.00	FREE	\$0.00
1	DDoS Mitigation for Airespring Gateway Access DDoS Mitigation only provided on in-tunnel internet traffic traversing Airespring Gateway Access.	\$500.00	\$0.00	FREE	\$0.00
1	IP Addresses - Gateway Access: 2 (Usable: 1) - Month-Month Term	FREE	\$0.00	FREE	\$0.00
1	AireNMS Network Monitoring Service 24/7 network monitoring and alerting for AireSpring provided routers and gateways.	\$50.00	\$0.00	FREE	\$0.00
1	AireCare Customer Portal AireSpring's 24/7 online billing, reporting, and service admin portal.	\$5.00	\$0.00	FREE	\$0.00
1	Orchestrator Access	\$25.00	\$0.00	FREE	\$0.00
Subtotal				\$195.00	\$0.00

Qty	Circuit 3-Year Term	Total MRC	Total NRC
1	Customer Provided - Loop - AireSpring	FREE	\$0.00
Location Total		\$195.00	\$0.00

All orders are subject to engineering, pricing and facilities verification.

Note: There is a \$250 MRC minimum per account for all CPC orders.

Total For All Locations

Monthly Fee: \$1,910.00

One-Time Fee: \$50.00

SUMMARY TOTALS

*MRC/NRC Location Totals and Total for All Locations do not include any services or equipment not ordered, as well as Domestic / International / Offshore Usage (excluding bundles), Other Services / Features / Fees, LNP, Configuration and Training, Shipping, Expedite Fees, Demarc Extension Charges, or IP Addresses.

Charges do not include additional surcharges and government mandated taxes. A full list of current Airespring surcharges may be found at: <https://airespring.com/regulatory-charges-and-surcharges/>

Additional Services, Equipment, Features, and Fees are incorporated into this document by reference: <http://additionalterms.airespring.com/AdditionalFees.pdf>

TERMS AND USAGE AGREEMENT

The terms of this Agreement will be for the period(s) listed in the upper section of this MSOA depending on the services ordered, or if no period is listed on the order form for a particular service, for that service the term of the Circuit associated with that service will apply. The start of billing for a Service begins on the Start of Service Date. The Start of Service Date shall be the earlier of i) the Customer's first use of the Service, ii) the date Customer is notified that the Service is active / available, iii) five (5) business days after Circuit Ready Date, (for orders providing an access/circuit loop), iv) five (5) business days after the start of a "Customer Delay of Installation", or v) thirty (30) days after AireSpring ships equipment for locations outside the United States to Customer; regardless of a) whether all Services have been turned up at this or other locations, b) Customer readiness, c) Customer's non-use of Service, d) Customer desire to coordinate the timing of the turn-up or turn-down of other services at this or other sites, or e) failure to meet Customer-requested due date. "Circuit Ready Date" is the date the Customer's circuit is active, as notified by AireSpring. "Customer Delay of Installation" is defined as an occurrence of Customer directly or indirectly delaying or impeding AireSpring or AireSpring's underlying provider for any reason from installing and/or testing Customer's access circuit / loop or Service. Customer indirectly delays AireSpring or AireSpring's underlying provider if the Customer site is not ready to accept Services, or if the Customer's employees, contractors, supplies, vendors, agents, assigns, property owner, property manager, or landlord does not allow, blocks, or delays AireSpring or AireSpring's underlying provider from installing or testing the access circuit / loop or Service. Customer networking issues, whether the result of improper network design, equipment issues, or incorrect information supplied to AireSpring by or on behalf of the Customer, shall not relieve the Customer of the obligation to pay for the Service, including circuit charges, beginning on the Start of Service Date. In the event Customer places an order on hold or delays or impedes AireSpring from expeditiously submitting Customer's order to underlying provider, Customer pricing may change as notified by AireSpring. Orders placed on hold may require customer approval to proceed with implementation. Upon completion of any initial or any renewal term commitment, or if no term is specified above, for all non-SD-WAN services this Agreement shall automatically renew for successive one-year terms. For SD-WAN services, this Agreement shall automatically renew for successive one-year terms, and in no event shall the renewal term for SD-WAN services be less than one year. Customer contracts to pay the Monthly Recurring Charges ("MRCs") as listed above for the terms of this Agreement, or \$250 per account, whichever is greater. By signing this Agreement, Customer agrees to pay all applicable service, circuit port, loop and equipment MRC charges in advance, and any usage/overage charges in arrears. Customer's first bill shall include pro-ration of first month's service, as well as any Non-Recurring Charges ("NRCs"). In the event Customer terminates this Agreement after the Start of Service Date but prior to the end of the applicable terms, Customer shall pay to AireSpring on demand, as liquidated damages and not as a penalty, an Early Termination Liability charge ("ETL") equal to the sum of i) one hundred percent (100%) of the MRCs for all of the months remaining in any applicable term for all International services, ii) one hundred percent (100%) of the MRCs for domestic loop/circuit charges for all of the months remaining in any applicable term, iii) one hundred percent (100%) of MRCs for all other domestic charges for the remaining months in the initial twelve months of the term, iv) eighty percent (80%) of the MRCs for all other domestic charges for the remaining months in months 13 - 24 of the term, and v) seventy percent (70%) of the remaining MRCs for all other domestic charges for the remaining months in the term, namely month 25 and after. With respect to Customer terminating the Agreement after the submission of paperwork to the underlying carrier but prior to the Start of Service Date, the ETL will be equivalent to Customer terminating during the initial twelve (12) months as described above. In the event Customer terminates this Agreement prior to the submission of paperwork to the underlying provider Customer shall be subject to the following fees: \$1000 per DS-1/EOC/Broadband circuit or \$3000 per Fast-E or similar circuit. For services ordered with Customer Provided Connectivity or where no circuit is provided by AireSpring for such services, Customer shall pay a cancellation fee of \$750 per location if Customer cancels all or a portion of the order prior to Start of Service. For Wireless services, in the event Customer terminates any service plan prior to the Start of Service Date and/or shipment of any devices/equipment to Customer then, if Customer has signed for a term greater than month to month, Customer shall be subject to a cancellation fee which shall be equal to three (3) months of service plan charges; otherwise the cancellation fee shall be equal to one (1) month of service plan charges. If Customer chooses to purchase a wireless router/device from AireSpring, a management fee of \$10.00 MRC per device will be required for 12 months; if Customer cancels service prior to completion of 12 months, then Customer will be charged the prorated balance. Additionally, a 20% restocking fee of the undiscounted, retail price of AireSpring provided devices shall apply and be paid by Customer for all equipment returned unopened to AireSpring and in original packaging within 30 days of shipment to Customer and prior to Start of Service. Equipment that has been opened or used may not be returned, and will be billed at the full undiscounted, retail price in the event Customer cancels service prior to Start of Service. AireSpring managed routers, Wireless routers/devices, SD-WAN equipment, Firewall equipment, and/or any other devices/equipment, are pre-configured and sent to Customer to be self-installed; if Customer requests a professional installation AireSpring will charge Customer an installation fee of \$1000. All local loop circuit install charges are quoted with install to the Local Exchange Carrier assigned building demarcation point (Demarc). AireSpring will pass through any costs associated with extending wiring beyond the Demarc. In conjunction with the services ordered, AireSpring may provide Customer with Customer Premises Equipment (CPE) on a rental or included basis. If service is terminated for any reason, Customer must return all AireSpring and underlying carrier provided equipment within 30 days of termination, or Customer will be billed for the full new cost of the equipment. It is not necessary to return equipment purchased by Customer. AireSpring does not bill VAT on its invoice. A VAT invoice and/or VAT Identification Number will not be provided.

FOR ALL LOCAL VOICE SERVICES (non LD SIP TRUNKING)

AireSpring will provide all long distance and local services. No other long distance and local providers may be used with this service. Rating of outbound calls as Local applies only to calls that utilize telephone numbers (DIDs) assigned by AireSpring or that have been ported to AireSpring's service as the originating ANI, and are displayed accordingly in the Caller ID field. The International Rate Plan Number above refers to a set of country specific rates defining costs to each international dialed location. Customer requests to block international calling does not relieve Customer from liability for all completed calls made utilizing Customer's equipment, whether authorized or unauthorized. AireSpring's fair use policy ("Fair Use Policy") as set forth below and in the Master Service Agreement is designed to prevent abuse, fraud or unreasonable exploitation of AireSpring's unlimited local, long distance, and SMS service plans and unreasonable overutilization of AireSpring's facilities. AireSpring's unlimited calling plans, which include both long distance and local, as well as SMS "unlimited calling plans" are intended solely for normal commercial use. AireSpring's unlimited calling plans are designed only for continuous live dialog between two individuals. Unusual calling patterns, excessive called numbers and/or consistent excessive usage will each be considered an indicator that usage is exceeding normal standards. AireSpring's unlimited calling plans may not be used for auto-dialing, continuous, or extensive call forwarding, excessive conferencing, inbound/outbound centralized or distributed call center activity, inbound/outbound customer service, telemarketing (including charitable or political solicitation or polling), fax or voicemail blasting, or for continuous or extensive chat line access, or as an open telephone line as a monitor, intercom or transcription service. AireSpring's Unlimited MaX SMS product likewise may not be used for excessive texting. See AireSpring's Master Service Agreement for a complete list of prohibited uses. AireSpring has other plans applicable for such applications and businesses. It will be considered outside of AireSpring's Fair Use Policy on an unlimited calling plan for a Customer to exceed more than one-thousand (1,000) inbound, outbound or toll free local or long distance minutes or text messages per month per subscriber line, SIP trunk, hosted seat, PRI/T-1 trunk/DS0 or analog line, etc., in aggregate ("Normal Usage"). For unlimited calling plans, AireSpring shall apply a surcharge of up to \$0.04 per minute or text message of use to the number of minutes or text messages by which Customer's usage exceeds this normal usage.

All services provided to Customer by AireSpring are governed by the terms of a Master Service Agreement, which may be found at <https://airespring.com/service-terms/> and AireSpring's Acceptable Use Policy, which may be found at <https://airespring.com/service-terms/acceptable-use-policy-aup/>, both of which are incorporated into this Agreement by this reference. This Agreement represents the entire agreement between the Parties and supersedes and merges all prior offers, agreements, promises, understandings, statements, representations, warranties, indemnities and inducements to the making of this Agreement relied upon by either Party, whether written or oral, between or among Customer and AireSpring as well as AireSpring's agents, employees, and/or sales persons. This Agreement is voidable by AireSpring if the text is modified without the written or initialed consent of an AireSpring Officer. Except as may otherwise be provided herein, any amendments or modifications to this Agreement must be in writing and signed by an AireSpring Officer. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Customer hereby irrevocably submits to the personal jurisdiction of and consents to venue exclusively in any state or federal court sitting in the State of California, County of Los Angeles, in any suit, action, or proceeding arising out of or relating to this Agreement. Customer hereby irrevocably waives, to the fullest extent permitted by applicable law, any objection which such party may raise now, or hereafter have, to the laying of the venue of any such suit, action or proceeding brought in such court and any claim that any such suit, action or proceeding brought in such a court has been brought in an inconvenient forum. Customer hereby expressly waives the right to a trial by jury in any action or proceeding brought against customer relating to this agreement. Upon completion of any initial or renewal term commitment, (or in the event of a move, upgrade, downgrade, or change of underlying carrier,) any disconnection request by customer must be provided in writing 45 days prior to the requested disconnection date and customer will continue to be billed until after the disconnection is completed, or 45 days after disconnection notice, whichever is greater. Customer agrees that AireSpring may request credit information from third parties and authorizes the release of such information from the customer's financial institution as part of this application for credit.

Additional Terms and Conditions are incorporated herein by reference: <http://additionalterms.airespring.com/AdditionalTerms.pdf>

INSTALL TIMEFRAMES AND EXPEDITES

Domestic circuits:

Customer understands and accepts the following estimated installation timeframes:

90 days for services which utilize a Fast-E circuit, 120 days for services which utilize a Gig-E circuit, 30 days for services which utilize a broadband, wireless or satellite circuit, or 60 days for services which utilize all other circuit types. Actual installation timelines vary by underlying carrier and loop provider and are dependent on multiple factors, including construction requirements, availability of facilities and other variables.

International circuits:

Customer understands and accepts that installation timelines vary by underlying carrier and loop provider and are dependent on multiple factors, including construction requirements, availability of facilities and other variables.

Expedites:

Paid Expedites: Customer may request an expedite for an additional fee. All expedites must be approved by Airespring.

NOTE: Airespring cannot ever guarantee any installation timeframes including paid expedites.

INVOICING

Please note: \$5 monthly fee per invoice will be charged unless paperless billing is requested. If requested, paperless billing will apply to all customer accounts.

***Paperless Billing:** ☐ Yes ☐ No ***Email Address (must be provided for Paperless Billing):**

NOTES

In the event customer changes a scheduled due date less than six business days from the due date, customer will be assessed a rescheduling fee. Please be advised that changes to a scheduled due date can impact service delivery timelines.

SD-WAN

High Availability Edge devices include both the primary edge and a hot stand-by edge (2 devices).

For Cisco Meraki and Fortinet: SD-WAN service reconfiguration and/or upgrade fee: \$400. Applies if firewall added to SD-WAN service after the initial start of service. Airespring will configure firewall using standard settings. Customer can request firewall changes during Airespring's normal business hours, up to 4 firewall change requests per month for free, and \$150 for each additional firewall change request.

At the end of the initial or any renewal term if Customer does not renew the service prior to the end of the term, the service will cease to operate.

*Ground Shipping & Handling: ICB - (Expedited Shipping Additional)

For VMWare: If Licensed bandwidth is exceeded, Airespring may upgrade the License to match actual usage.

CLOUD COMMUNICATION SERVICES: CLOUD BUSINESS PHONE SYSTEM

Toll Free Numbers (above 50)	MRC per Number	NRC per Number
	\$0.50	\$1.00

Includes 2 Hours of Remote Configuration and Training, which should be sufficient for Standard Configurations.
Custom Configurations may take longer than the included 2 hours (Examples: Custom Auto-Attendant, Music on Hold, Multi-line Hunt Groups, Etc.)
Configurations and Training exceeding the included 2 hours will be billed at \$150 per hour

Alarm Lines, Modem Lines, DSL Lines, Credit Card Processing and Elevator Lines are not supported on Airespring's Voice Network. Customer should utilize alternative network options for such non-supported lines and for completion of inbound and outbound fax calls. Customer is required to identify in advance all such non-supported lines (fax, alarm, etc.) that will utilize Airespring service.

Faxing: General, standard use faxing is supported; however VOIP (Voice over IP) services are not designed to support extremely heavy fax applications such as: fax blasting, fax aggregation systems, continuous and consistent high volumes of faxing, or a high volume of long faxes over 10 pages. Optimal results are achieved by connecting fax lines directly to an FXS analog port on Airespring provided equipment. Customer may be required to make adjustments to internal wiring to connect faxes to FXS ports.

The NPA-NXX listed by location in this MSOA determines Local Number availability and portability.

If Professional Install is included with seat, all Airespring provided phones will be installed by Airespring at the Customer's site (Customer Provided Equipment will not be installed by Airespring). Only applicable for New Orders.

Professional Install is not included for Add-On Seats for Existing Customers Accounts/Locations. Professional Install can be purchased for an additional fee for Add-On Seats.

AIRESPRING SUPPLIED IP PHONES

- AirePBX is only supported with Airespring supplied equipment.
- Customer may only order phones of the same brand (does not apply to conference phones)
- 3-year discounted phones may not exceed the number of 3-year seats selected.
- Unless indicated, phones do not include a power supply.

SALES TAX and OTHER SURCHARGES will be BILLED UPFRONT on any free phones.

S&H CHARGES (Applies to All Phones)	# Of Phones	Ground Shipping	Additional Charges for Expedited Shipping
	1 to 3	\$30.00	
	Above 3	\$10 per phone	

*Airespring Warranty (Applicable to all rentals) – Device warranty is extended for the period of the customer's contract and is subject to Airespring's terms and conditions.

*Manufacturer Warranty (Applicable to all purchases) – Device warranty is covered under the manufacturer's warranty period and is subject to Airespring's terms and conditions.

*PURCHASE with 3 YEAR CONTRACT – Special offer only available for new service. Add-on service requires extension of all services under contract for 3 years from date of add-on.

*Sales Tax based on the Full Retail Purchase Price will apply.

IP ADDRESS INFORMATION

All IP addresses are subject to approval from the underlying provider based on an IP Address Justification Form completed by customer. All prices MRC unless otherwise noted.

CIDR	/31	/29	/28	/27	/26	/25	/24	/23+
Public IPs	2	8	16	32	64	128	256	512+
Useable IPs	1	5	13	29	61	125	253	509+
AireSpring IP	Free	\$20	\$35	\$55	\$100	\$200	\$250	N/A
AireSpring-N	Free	\$20	\$35	\$70	\$150	\$250	ICB	ICB
Altice (Cable)	Free	\$50	ICB	ICB	ICB	ICB	ICB	ICB
Altice (Fiber)	Free	\$35	\$50	\$65	\$75	\$150	\$300	ICB
AT&T (Fiber)	N/A	Free	\$112	\$224	\$448	\$896	\$1,792	\$3,584
AT&T (ABF/DSL)	Free	Free	\$20	ICB	ICB	ICB	ICB	ICB
Comcast (Fiber)	Free	\$25	\$30	\$50	\$75	\$100	\$200	ICB
Comcast (Cable)	Free	\$15	\$35	ICB	ICB	ICB	ICB	ICB
Cox (Cable)	Free	\$15	\$25	\$50	N/A	N/A	N/A	N/A
Crown Castle	Free	\$24	\$48	\$96	\$192	\$384	\$768	ICB
Frontier (DSL)	Free	\$14	\$35	\$56	N/A	N/A	N/A	N/A
Frontier (Fios)	Free	\$14	\$35	\$56	\$84	\$133	N/A	N/A
GCAP/Megapath	Free	\$5	\$10	\$15	\$20	\$25	\$50	ICB
Mediacom	Free	\$19	\$28	N/A	N/A	N/A	N/A	N/A
Spectrum (Fiber)	Free	\$35	\$50	\$80	\$100	\$150	\$200	ICB
Spectrum (Cable)	Free	\$30	\$40	\$60	N/A	N/A	N/A	N/A
Verizon (FTT)	Free	\$14	\$35	\$56	\$84	\$133	ICB	ICB
Windstream	Free	\$20	\$32	\$56	\$96	\$160	ICB	ICB
WOW Fiber	Free	\$18	\$33	\$60	\$120	ICB	ICB	ICB
Zayo	Free	Free	\$60	\$120	\$240	\$486	\$961	ICB

Orders of up to 256 IP Addresses from Lumen/Level3 Fiber, Cox, FairPoint, Verizon Fiber/IE, Frontier Fiber, and Zipy Fiber are free. Orders of more than 256 IP Addresses are ICB.

ViaSat: A persistent IP address is similar to a static IP address in that it is uniquely assigned to each device and is publicly addressable. ViaSat dynamically assigns up to three (3) free persistent IP addresses with each service.

*If Customer is using Airespring CPE one usable IP address must be assigned to this CPE.

LOCAL SERVICE 911/E-911 INFORMATION

IMPORTANT: AIRESPRING WILL IDENTIFY EACH NUMBER(S) ASSOCIATED WITH EACH LOCATION AS BEING LOCATED AT THE PHYSICAL ADDRESS LISTED BY LOCATION ON THIS MSOA FOR PURPOSES OF PROVIDING 911 LOCATION INFORMATION.

If there are any remote/offsite users or extensions so that additional 911 addresses are needed, a supplementary 911 form is required.

911 NOTICE – USE OF CUSTOMER INFORMATION

CUSTOMER ACKNOWLEDGES AND AGREES THAT AIRESPRING'S SERVICE IS INTERNET BASED AND THAT 911 SERVICES ARE DIFFERENT THAN THAT OF TRADITIONAL WIRELINE SERVICE. FOR BASIC 911 OR E911 TO BE ACCURATELY ROUTED TO THE APPROPRIATE EMERGENCY RESPONDER, THE CUSTOMER MUST PROVIDE THE TELEPHONE NUMBER ASSOCIATED WITH SERVICE FOR THE REGISTERED ADDRESS, IN THE PHYSICAL LOCATION SECTION OF THE LOCAL SERVICE 911/E911 INFORMATION SHEET. CUSTOMER ACKNOWLEDGES THAT THE SIP TRUNK SERVICE MAY NOT SUPPORT BASIC 911 OR E911 DIALING IN THE SAME MANNER AS TRADITIONAL WIRELINE PHONE SERVICE. CUSTOMER AGREES TO INFORM OF THE POTENTIAL COMPLICATIONS ARISING FROM BASIC 911 OR E911 DIALING. SPECIFICALLY, CUSTOMER ACKNOWLEDGES AND AGREES TO INFORM ALL EMPLOYEES, GUESTS, AND OTHER THIRD PERSONS WHO MAY USE THE SERVICE THAT BASIC 911 AND E911 SERVICES WILL NOT FUNCTION IN THE CASE OF A SERVICE FAILURE FOR ANY OF THE FOLLOWING REASONS: (A) POWER FAILURES, (B) NETWORK CONGESTION OR SIGNIFICANT DEGRADATION OF CUSTOMER'S INTERNET ACCESS OR OTHER TYPES OF ACCESS SERVICE; (C) SUSPENDED OR TERMINATED BROADBAND SERVICE, (D) SUSPENSION OF SERVICES DUE TO BILLING ISSUES, AND/OR (E) ANY OTHER SERVICE OUTAGES NOT DESCRIBED HEREIN. AIRESPRING STRONGLY RECOMMENDS CUSTOMER AT ALL TIMES MAINTAINS AN ALTERNATIVE METHOD FOR PLACING EMERGENCY CALLS. CUSTOMER FURTHER ACKNOWLEDGES THAT FAILURE TO PROVIDE A CORRECT PHYSICAL ADDRESS IN THE REQUISITE FORMAT MAY CAUSE ALL BASIC 911 OR E911 CALLS TO BE ROUTED TO THE INCORRECT LOCAL EMERGENCY SERVICE PROVIDER. FURTHERMORE, CUSTOMER RECOGNIZES THAT USE OF THE SERVICE FROM A LOCATION OTHER THAN THE LOCATION TO WHICH THE SERVICE WAS ORDERED, I.E., THE "REGISTERED ADDRESS," MAY RESULT IN BASIC 911 OR E911 CALLS BEING ROUTED TO THE INCORRECT LOCAL EMERGENCY SERVICE PROVIDER. FOR THE EMERGENCY CENTER, KNOWN AS THE PUBLIC SERVICE ANSWERING POINT ("PSAP"), TO RECEIVE THE CUSTOMER'S CORRECT 911 ADDRESS INFORMATION, CUSTOMER MUST ROUTE THEIR 911 CALLS TO AIRESPRING USING DIDS WHICH ARE ASSIGNED BY AIRESPRING OR PORTED TO AIRESPRING AND SET UP BY AIRESPRING AS 911-ENABLED. IF CUSTOMER ROUTES 911 CALLS USING AIRESPRING 911-ENABLED DIDS TO ANOTHER PHONE COMPANY, THEN I) THE PSAP MAY NOT RECEIVE THE PROPER ADDRESS, AND II) THAT OTHER PHONE COMPANY MAY CHARGE CUSTOMER FOR SUCH CALL. ADDITIONALLY, 911 CALLS MUST BE ROUTED OVER A LOCAL TRUNK GROUP, NOT A LONG DISTANCE TRUNK GROUP TO AVOID CALL FAILURE. CUSTOMER MUST HAVE AT LEAST ONE 911-ENABLED AIRESPRING DID FOR EACH LOCATION, WITH THAT LOCATION'S CORRECT ADDRESS POPULATED IN AIRESPRING'S 911 DATABASE, FOR 911 DATABASE SERVICES TO OPERATE PROPERLY FOR DIDS UTILIZED AT THAT LOCATION. CUSTOMER ACKNOWLEDGES AND AGREES THAT AIRESPRING, ITS UNDERLYING CARRIERS, OR ANY OTHER THIRD PARTIES INVOLVED IN THE ROUTING, HANDLING, DELIVERY, OR ANSWERING OF EMERGENCY SERVICES OR IN RESPONDING TO EMERGENCY CALLS, NOR THEIR OFFICERS OR EMPLOYEES, MAY BE HELD LIABLE FOR ANY CLAIM, DAMAGE, LOSS, FINE, PENALTY OR COST (INCLUDING, WITHOUT LIMITATION, ATTORNEYS FEES) AND CUSTOMER HEREBY WAIVES ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION, ARISING FROM OR RELATING TO THE PROVISION OF ALL TYPES OF EMERGENCY SERVICES TO CUSTOMER. CUSTOMER FURTHER AGREES AND ACKNOWLEDGES THAT IT IS INDEMNIFYING AND HOLDING HARMLESS AIRESPRING FROM ANY CLAIM OR ACTION FOR ANY CALLER PLACING SUCH A CALL WITHOUT REGARD TO WHETHER THE CALLER IS AN EMPLOYEE OF THE CUSTOMER. CUSTOMER ACKNOWLEDGES AND AGREES TO HOLD HARMLESS AND INDEMNIFY AIRESPRING FROM ANY CLAIM OR ACTION ARISING OUT OF MISROUTES OF ANY 911 CALLS, OR WHETHER LOCAL EMERGENCY RESPONSE CENTERS OR NATIONAL EMERGENCY CALLING CENTERS ANSWER A 911 CALL OR HOW THE 911 CALLS ARE HANDLED BY ANY EMERGENCY OPERATOR INCLUDING OPERATORS OF THE NATIONAL CALL CENTER. THE LIMITATIONS APPLY TO ALL CLAIMS REGARDLESS OF WHETHER THEY ARE BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, TORT AND ANY OTHER THEORIES OF LIABILITY. END USERS WHO SUBSCRIBE TO 911 OR E911 SERVICE WILL BE REQUIRED TO REGISTER THE PHYSICAL LOCATION OF THEIR EQUIPMENT (IP PHONE, SOFTPHONE, DIGITAL TELEPHONE ADAPTER OR VIDEOPHONE) WITH AIRESPRING AND AGREE TO CALL AIRESPRING CUSTOMER SERVICE TO UPDATE THE LOCATION WHENEVER THE PHYSICAL LOCATION OF SERVICE FOR A PARTICULAR TELEPHONE NUMBER CHANGES. SOME CUSTOMERS WILL HAVE THE ABILITY TO DIRECTLY UPDATE THEIR OWN E911 LOCATION VIA AN ONLINE PORTAL. CUSTOMER IS SOLELY RESPONSIBLE FOR SETTING THE E911 LOCATION ACCURATELY TO THE CORRECT PHYSICAL LOCATION OF CUSTOMER'S EQUIPMENT (DESK PHONE, SOFTPHONE, VIDEOPHONE OR MOBILE PHONE) WITH AIRESPRING. FOR USERS OF THE AIRESPRING KEY SYSTEM TELEPHONES: TO PRESERVE THE ABILITY OF 911 OR E911 PUBLIC SAFETY PSAP PERSONNEL TO RESPOND PROPERLY, CUSTOMER / END USERS OF THE KEY SYSTEM CANNOT MOVE THEIR KEY SYSTEM PHONE TO ANOTHER STREET ADDRESS DIFFERENT FROM THE STREET ADDRESS ASSOCIATED WITH THE REGISTERED ADDRESS FOR SUCH CUSTOMER / END USER. CUSTOMER IS STRONGLY ADVISED TO AVOID USING INTERNAL EXTENSIONS THAT START WITH THE NUMBERS "9" or "4" BECAUSE SUCH EXTENSIONS COULD BLOCK THE ABILITY TO REACH EMERGENCY SERVICE NUMBERS LIKE 911, 112, ETC, OR CAUSE THEM TO BE FALSELY DIALED. AVAILABILITY OF 911 AND E911 SERVICES IS LIMITED TO THE FIFTY UNITED STATES OF AMERICA.

Please note – Letter of Agency (LOA) is required if Porting Local Numbers and should be submitted with a copy of a recent phone bill from your local provider

AIRESRING CREDIT APPLICATION

Required if Customer does not have an existing Airespring account

CONTACT & ACCOUNT INFORMATION

*CUSTOMER NAME: City of Lomita			Billing Account Name (if different):		
*SERVICE ADDRESS: [Address]			Billing Address (if different):		
*CITY: [City]	*STATE: [State]	*ZIP: [ZIP]	City:	State:	ZIP:
*SERVICE CONTACT/TITLE:			Billing Address Contact:		
*PHONE:	FAX:		Phone:	FAX:	
*CONTACT E-MAIL – IMPORTANT (FOR CONTACT PURPOSES ONLY):			Contact Email -- Important (For Contact Purposes Only):		

Please Bill: Each Location separately: ☐ Main/HQ Corporate Location: ☐

*FULL LEGAL NAME (PER CORPORATE CHARTER OR DBA):

<input type="checkbox"/> CORPORATION	<input type="checkbox"/> GENERAL PARTNERSHIP	<input type="checkbox"/> LIMITED PARTNERSHIP	<input type="checkbox"/> LIMITED LIABILITY COMPANY
<input type="checkbox"/> SOLE PROPRIETORSHIP	<input type="checkbox"/> NONPROFIT ORGANIZATION	<input type="checkbox"/> HOME BUSINESS	<input type="checkbox"/> OTHER:

*INCORPORATION DATE: / STATE/COUNTRY:	*CURRENT SERVICE PROVIDER:
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*TYPE OF BUSINESS:	*YEARS IN BUSINESS:
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*WILL THE SERVICE PROVIDED BY AIRESRING BE USED FOR WHOLESALE OR RESALE PURPOSES?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
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If non-US company, Tax Identification Number: Corporate Number (if applicable):

Is Company under the ownership or control of another company? (If Yes, provide additional details)

Within the last 3 years has company been under any investigation from the United States federal government or state government / agency in the United States concerning telephone or Internet traffic? If so, then please provide the date, details, and disposition of such investigation.

Is your company/organization tax exempt? If yes, attach Airespring Tax Exemption Form (obtain from your Airespring Agent)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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CREDIT INFORMATION

*1. OWNER/PARTNER NAME:	Social Security # (not FEIN): - -
2. Owner/Partner Name:	Social Security # (not FEIN): - -
Dun & Bradstreet Number:	

BANK INFORMATION

*BANK NAME:	*BANK PHONE NUMBER:
*BANK ACCOUNT NUMBER:	*BANK CONTACT NAME:

INTERNATIONAL USAGE

*OPEN INTERNATIONAL TRAFFIC TO 011 DESTINATIONS? <input type="checkbox"/> YES <input type="checkbox"/> NO	*ESTIMATED % OF INTERNATIONAL TRAFFIC: %
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ALL ITEMS BOLD AND MARKED WITH AN ASTERISK (*) ARE MANDATORY.

CERTIFICATION & AUTHORIZATION

I certify that all the information contained in this application and any attachments are true and correct. Service is provided under Airespring General Terms and conditions. (Please visit <https://airespring.com/service-terms/> for a complete and updated description of the terms of service.)
I AGREE THAT AIRESRING MAY REQUEST CREDIT INFORMATION FROM THIRD PARTIES AND I AUTHORIZE THE RELEASE OF SUCH INFORMATION FROM THE CUSTOMER'S FINANCIAL INSTITUTION AS PART OF THIS APPLICATION FOR AIRESRING CREDIT.

*Signature of Applicant:	*Printed Name of Applicant:
*Date: / /	*Title of Applicant:

CUSTOMER:

By: _____

(Typed or Printed Name)

(Title)

(Date)



CITY OF LOMITA CITY COUNCIL REPORT

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

FROM: Ryan Smoot, City Manager

PREPARED BY: Janpier Adamzadeh, Management Assistant

MEETING DATE: June 6, 2023

SUBJECT: Consideration of a First Amendment to the Agreement with Elio Palacios for Hearing Officer Services to Extend the Term and Increase the Compensation Accordingly

RECOMMENDATION

Approve the first amendment to the agreement and authorize the City Manager to execute.

BACKGROUND

On August 15, 2022, the City Council approved an agreement in the 2022-2023 Fiscal Year of an amount not to exceed \$5,000 for hearing officer services with Elio Palacios. With the hiring of a full-time Code Enforcement Officer II, the need for a hearing officer has proven necessary to address outstanding violations with health and safety implications. City staff expects a continued need for these services and anticipates services to not exceed \$5,000 per fiscal year by the end of Fiscal Year 2024-2025. Appellants are required to pay a fee to cover the cost of each hearing which would offset some cost.

The attached amendment, if approved by the City Council, would extend the agreement through June 30, 2025, and increase the not-to-exceed amount of the contract to allow for two full years of services, but make no other amendments to the scope of the agreement.

OPTIONS

1. Authorize execution of the First Amendment; or
2. Provide staff further direction.

FISCAL IMPACT

The existing agreement approved a total not to exceed \$5,000. The agreement's draft amendment under consideration would continue in the same manner, at \$5,000 per fiscal year for the next two fiscal years. Therefore, the amendment adds a total not to exceed \$10,000, bringing the total not-to-exceed amount of the updated agreement to \$15,000. Approval of the draft agreement generates an additional total not to exceed \$10,000, which is covered by appeal fees prescribed by the fee schedule.

ATTACHMENTS

1. Agreement with Elio Palacios 2022-38
2. First Amendment with Elio Palacios

Reviewed by:



Gary Y. Sugano
Assistant City Manager

Approved by:



Ryan Smoot
City Manager

Reviewed by:



Brianna Rindge
Director of Community & Economic Development

Prepared by:



Janpier Adamzadeh
Management Assistant

This AGREEMENT for a hearing officer is entered into this 15th day of August 2022 between the CITY OF LOMITA, a general law city and municipal corporation ("CITY") and ELIO PALACIOS , an individual ("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 an independent hearing officer.
- C. CONSULTANT warrants to CITY that he has the skills, training and expertise to perform properly and timely independent hearing officer services under this Agreement.
- D. CITY desires to contract with CONSULTANT to perform the services as described below and 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 \$5000, 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; PERFORMANCE STANDARD.

- A. CONSULTANT will serve as an administrative hearing officer for administrative hearings needed by the CITY for the term of this Agreement, as described in more detail 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. All hearings conducted by CONSULTANT must conform with all applicable laws, including but not limited to, Lomita Municipal Code Title I, Chapter 5 regarding administrative hearings. All decisions of the CONSULTANT must be issued in writing and must contain findings of fact and conclusion(s) of law. Decisions must be rendered within the time limits required by applicable laws.
- B. CONSULTANT will serve as a non-exclusive administrative hearing officer and CITY will be free to contract for similar services to be performed by other independent contractors.
- C. 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
- D. As required by state law, CONSULTANT will demonstrate those qualifications, training, and objectivity necessary to conduct a fair and impartial review. CONSULTANT shall be separate and independent from the CITY's citation, collection and processing function. CONSULTANT has indicated to the CITY that he meets these standards.

- 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 Elio Palacios. 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 June 30, 2023 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.
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 at any time with or without cause. 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. Each party agrees to indemnify, defend with counsel approved by CITY, and hold harmless the other party, 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 the party's performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of the indemnifying party's passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the indemnified party. Should the indemnified party in its sole discretion find the indemnifying party's legal counsel unacceptable, then the indemnifying party shall reimburse the indemnified party its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The indemnifying party shall promptly pay any final judgment rendered against the indemnified party (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 has represented to CITY that he does not have any employee and therefore this sub-section does not apply.
 - 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>Palacios Law Office</u> <u>7121 Magnolia Avenue</u> <u>Riverside, CA 92513</u>
<u>ATTN: City Manager</u>	<u>ATTN: Elio Palacios</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 RS

CONSULTANT Initials EP

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:

Elio Palacios
Elio Palacios, Administrative Hearing Officer

ATTEST:

Kathleen Horn Gregory
Kathleen Horn Gregory, City Clerk

26-4011542
Taxpayer ID No.

APPROVED AS TO FORM:

Trevor Rusin
Trevor Rusin, City Attorney

Exhibit A
Scope of Services
Hearing Office Services

PALACIOS LAW OFFICE

Telephone
(951) 710-6139

7121 Magnolia Avenue
Riverside, California 92504
Mailing Address: P.O. Box 7282
Riverside, California 92513
Elio@PalaciosLawOffice.com

Fax
(951) 489-0600

July 19, 2022

VIA EMAIL ONLY [J.ADAMZADEH@LOMITACITY.COM]

Janpier Adamzadeh
Management Assistant
CITY OF LOMITA
24300 Narbonne Ave.
Lomita CA, 90717

Re: Proposal for Administrative Hearing Officer Services

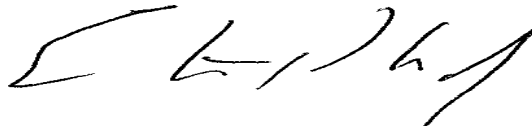
Dear Mr. Adamzadeh:

I am pleased to submit the enclosed packet in response to the City's inquiry regarding Administrative Hearing Officer Services. My substantial experience as a hearing officer currently for various public agencies and municipal entities allows me to serve the City immediately as an effective hearing officer. Attached are my compensation proposal and a proposed hearing schedule for your review.

I am pleased further to offer provision of hearing officer services by telephone conference call or via internet video conferencing and have had much success presiding over such types of hearings for multiple agencies and municipalities. Of course, as is necessary for the City, I am able to conduct hearings in person at the City of Lomita's City Hall. I also handle written declaration appeals from my office. Finally, I have received training pursuant to section 40215(c)(4)(B) of the Vehicle Code through the California Public Parking Association and enclose my certificate for said training.

I look forward to discussing any questions you may have about my proposal.

Very truly yours,



Elio Palacios, Jr.
of PALACIOS LAW OFFICE

Enclosures

PALACIOS LAW OFFICE

VIA EMAIL ONLY

Janpier Adamzadeh
Management Assistant
July 19, 2022
Page 2

COMPENSATION PROPOSAL

Initial Term of Agreement:

1. Hourly rate for hearings billed at 0.1 increments of an hour (in-person only)- \$120
2. Hourly rate for hearings billed at 0.1 increments of an hour (all other hearings, e.g. via phone or video conference) - \$100
3. Mileage to and from the hearing site for in-person hearings – at the then current IRS standard mileage rate

**ELIO PALACIOS JR.
STATE BAR NO. 216405**

P.O. Box 7282
Riverside, California 92513
(951) 710-6139

PROFILE

Attorney in good standing and admitted to the State Bar of California, and U.S. District Court, Central District of California, since 2001.

SKILLS AND ABILITIES

Knowledge of the legal principles and precedents of applicable federal, state, and local laws and ordinances and the application thereof • Present statements of fact and law • Communicate clearly and logically in written and oral form • Define issues, perform legal research, analyze problems, evaluate alternatives and make appropriate findings and recommendations • Prepare clear and concise decisions and summaries of factual and legal issues • Establish and maintain cooperative working relationships • Ability to be decisive and to treat all parties in a fair and appropriate manner • Sound professional judgment

CERTIFICATION

California Public Parking Association

Certificate of Hearing Examiner Training, March 2018

PROFESSIONAL EXPERIENCE

City of San Bernardino, California

Administrative Hearing Officer, 2021 to Present

- Preside over and conduct administrative hearings and proceedings
 - Prepare written decisions with appropriate findings to support determination
 - Hear, review and rule in hearings regarding code enforcement appeals
 - Admit and hear evidence
 - Rule on evidentiary questions
 - Take evidence from concerned parties and witnesses
 - Examine files, documents and related materials to assess cases
- the parties,

County of San Bernardino, California

Administrative Hearing Officer, 2020 to Present

- Preside over and conduct administrative hearings and proceedings
- Prepare written decisions with appropriate findings to support determination

- Hear, review and rule in hearings regarding zoning and land use matters, code enforcement cost imposition appeals, short-term rental violations, and short-term rental license revocations
- Admit and hear evidence
- Rule on evidentiary questions
- Take evidence from concerned parties and witnesses
- Fair, impartial, and disclose any potential conflicts of interest regarding the parties, witnesses, and/or issues at hand

City of Perris, California

Administrative Hearing Officer, 2020 to Present

- Preside over and conduct administrative hearings and proceedings
- Prepare written decisions with appropriate findings to support determination
- Hear, review and rule in hearings regarding citation appeals, dangerous or vicious animals, noisy animals, and P.C. section 597.1 Pre and Post Seizure
- Admit and hear evidence
- Rule on evidentiary questions
- Take evidence from concerned parties and witnesses
- Examine files, documents and related materials to assess cases parties,

City of Indio, California

Administrative Hearing Officer, 2018 to Present

- Preside over and conduct administrative hearings and proceedings
- Prepare written decisions with appropriate findings to support determination
- Hear, review and rule in hearings regarding zoning and land use matters, citation and code enforcement appeals
- Admit and hear evidence
- Rule on evidentiary questions
- Take evidence from concerned parties and witnesses
- Examine files, documents and related materials to assess cases

County of Riverside, California

Administrative Hearing Officer, 2017 to Present

- Preside over and conduct county and city administrative hearings and proceedings in Riverside County
- Prepare written decisions with appropriate findings to support determination
- Hear, review and rule in hearings regarding citation appeals, dangerous or vicious animals, noisy animals, and P.C. section 597.1 Pre and Post Seizure
- Admit and hear evidence
- Rule on evidentiary questions

- Fair, impartial, and disclose any potential conflicts of interest regarding the parties, witnesses, and/or issues at hand

Superior Court of Riverside County, Moreno Valley, California

Judge Pro Tempore, 2014 to 2016

- Review court files, documents and related materials to assess cases
- Preside over judicial proceedings, hearings and trials in unlawful detainer court
- Hear, review and rule on petitions and motions
- Make rulings, findings, judgments and orders
- Take evidence from concerned parties and witnesses
- Evaluate the credibility of witnesses
-

Superior Court of San Bernardino County, Fontana, California

Judge Pro Tempore, 2014 to 2015

- Review court files, documents and related materials to assess cases
- Preside over judicial proceedings, hearings and trials in unlawful detainer court
- Hear, review and rule on petitions and motions
- Make rulings, findings, judgments and orders
- Take evidence from concerned parties and witnesses
- Evaluate the credibility of witnesses
-

Data Ticket, Inc., Irvine, California

Administrative Hearing Officer, 2013 to Present

- Preside over and conduct county and city administrative hearings and proceedings in the City of Riverside and San Bernardino County and numerous other cities and public agencies throughout California
- Prepare written decisions with appropriate findings to support determination
- Hear, review and rule in hearings regarding zoning and land use matters, code enforcement, building code violations, fire hazard abatement, citation appeals, dangerous or vicious animals, noisy animals, cannabis grow violations, cannabis business license revocations, massage parlor business license revocations, short-term rental violations, and parking citations
- Admit and hear evidence
- Rule on evidentiary questions
- Take evidence from concerned parties and witnesses
- Examine files, documents and related materials to assess cases

Palacios Law Office, Riverside, California

Managing Attorney, 2009 to Present

- Represent clients in business, corporate, and commercial transactions and litigation
- Analyze and apply relevant law to a variety of situations and problems

Elio Palacios, Jr. – Proposal Hearing Officer Services

REFERENCES

Jason Anderson

Code Enforcement Supervisor
Best Best & Krieger, LLP, Riverside, California

City of Indio Police Department
Senior Associate Attorney, 2001 to 2009

Support Services Division
Represent clients, including cities and public agencies, in real estate, construction, business, corporate and commercial transactions
100 Civic Center Mall
Indio, CA 92201

janderson@indioed.org
Complex legal research and analysis and draft written memoranda

Phone: (760) 391-4123

2018 to present

EDUCATION

University of California, Davis, School of Law

Code Enforcement Supervisor

Land Use Services Department

385 N. Arrowhead Avenue, First Floor
Loma Linda University, Loma Linda, California
San Bernardino, CA 92415

Bachelor of Science
Maria.Gonzales@lus.sbcounty.gov

Phone: 909-948-5073

2014 to present

COMMUNITY INVOLVEMENT

Inlandia Institute

James Huffman
President of the Board of Directors, 2017 to 2019

Member of the Board of Directors, 2014 to 2021

Services

6551 Valley Blvd
Riverside Metropolitan Museum (Museum of Riverside)

Jurupa Valley, CA 92509
Member of the Board of the Museum, 2010 to 2018

Huffman@RivCo.org
Chair of the Board of the Museum, 2017 to 2018

Phone: 951-358-7387

2013 to present

City of Riverside

Member of the Ad Hoc Committee to Revise the Ethics Ordinance, 2015 to 2016

Riverside Unified School District

Chair of Gage Middle School Site Council, 2009 to 2010

Member of Gage Middle School Site Council, 2008 to 2010

Member of Harrison Elementary School Site Council, 2008-2009

Certificate Of Completion

Envelope Id: 9D8492545F514BA49B9E43131A766A1A

Status: Completed

Subject: Please DocuSign: Agree No 2022-38 Elio Palacios pending signatures.pdf

Source Envelope:

Document Pages: 18

Signatures: 4

Certificate Pages: 5

Initials: 2

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Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:

Leticia Paz

24300 Narbonne Ave

24300 Narbonne Ave

Lomita, CA 90717

l.paz@lomitacity.com

IP Address: 69.178.146.18

Record Tracking

Status: Original

8/30/2022 11:25:25 AM

Holder: Leticia Paz

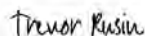
l.paz@lomitacity.com

Location: DocuSign

Signer Events

Trevor Rusin

trevor.rusin@bbklaw.com

Security Level: Email, Account Authentication
(None)**Signature**

Signature Adoption: Pre-selected Style

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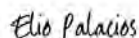
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Elio Palacios

Elio@PalaciosLawOffice.com

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

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Resent: 9/7/2022 2:14:29 PM

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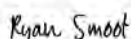
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Ryan Smoot

r.smoot@lomitacity.com

City Manager

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

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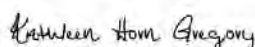
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Kathleen Horn Gregory

k.gregory@lomitacity.com

City Clerk

City of Lomita

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 69.178.146.18

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Resent: 9/12/2022 8:37:07 AM

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Signed: 9/12/2022 9:19:42 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/30/2022 11:29:28 AM
Certified Delivered	Security Checked	9/12/2022 9:19:07 AM
Signing Complete	Security Checked	9/12/2022 9:19:42 AM
Completed	Security Checked	9/12/2022 9:19:42 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Lomita City Water Department (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Lomita City Water Department:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: k.hill@lomitacity.com

To advise Lomita City Water Department of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at k.hill@lomitacity.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Lomita City Water Department

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to k.hill@lomitacity.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Lomita City Water Department

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to k.hill@lomitacity.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Lomita City Water Department as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Lomita City Water Department during the course of your relationship with Lomita City Water Department.

**First Amendment to Agreement between
Elio Palacios and the City of Lomita
for Hearing Officer Services**

This First Amendment to the Agreement is made and entered into between the **City of Lomita** ("CITY") and **Elio Palacios** ("CONSULTANT"). CITY and CONSULTANT mutually agree to amend the existing Agreement No. 2022-38 entered into on August 15, 2022, as follows:

RECITALS

- A. On August 15, 2022, CITY entered into Agreement No. 2022-38 with CONSULTANT for the services of an independent hearing officer.
- B. CITY and CONSULTANT now desire to amend the Agreement and extend the term until June 30, 2025.
- C. City desires to continue the annual not-to-exceed amount by \$5,000 for CONSULTANT's services, unless otherwise specified by written amendment to this Agreement.

NOW THEREFORE, in consideration of their mutual promises, obligations, and covenants hereinafter contained, the parties hereto agree to amendments to Agreement No. 2022-38 as follows:

- 1. **Section 7. Term of Agreement.** CITY and CONSULTANT agree to extend the term of the Agreement until June 30, 2025.
- 2. **Section 1C.** CITY agrees to pay CONSULTANT an amount not to exceed \$15,000, for CONSULTANT's services, unless otherwise specified by written amendment to this Agreement.
- 3. All terms, conditions, and other provisions of the Agreement, including all exhibits, not affected by this First Amendment shall remain in full force and effect.
- 4. 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 the 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 First Amendment on the 6th day of June, 2023, at Lomita, California.

City of Lomita

Palacios Law Office

By _____
Ryan Smoot, City Manager

By _____
Elio Palacios

Attest:

Kathleen Horn Gregory, MMC, City Clerk

Approved as to Form:

Trevor Rusin, City Attorney



CITY OF LOMITA CITY COUNCIL REPORT

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

FROM: Ryan Smoot, City Manager

PREPARED BY: Lina Hernandez, Senior Management Analyst

MEETING DATE: June 6, 2023

SUBJECT: Consideration of an Expenditure for the Purchase of a Zero-Emission Vehicle for Parking Enforcement Use

RECOMMENDATION:

Approve an expenditure not to exceed \$50,000 for the purchase of a zero-emission vehicle for parking enforcement use (including light bar installation and related accessories) and authorize the City Manager to execute.

BACKGROUND:

The City Council approved the purchase of a hybrid Toyota Prius-c for the Parking Enforcement Division in 2014. The average lifespan of a Toyota Prius battery is between 8-10 years and the cost to replace it is slightly over \$5,000. Recently the battery on the vehicle failed and, given that the Kelley Blue Book value for a 2014 Prius-c is \$8,820-\$9,959, staff believes it is in the city's best interest to purchase a new vehicle and at a later time auction the Toyota Prius and deposit the proceeds into the Equipment Replacement fund.

At the writing of this report formal dealer quotes were not available. Based on online price comparisons, electric vehicles such as the Chevrolet Volt and the Nissan Leaf can cost between \$37,000 - \$40,000. Given the inventory shortage, higher dealer markups and possible long travel distance to acquire the vehicle may present some challenges, however staff will continue soliciting quotes and researching for the best available vehicle that meets the city's needs and operations within budget. Additional cost for the installation of a light bar and related accessories is not expected to exceed \$5,000.

Recent trends and state regulations have supported clean energy solutions and the transition to zero-emission vehicles. In addition to fuel savings, most electric vehicles have lower maintenance costs since they have fewer and simpler components and don't require fluid changes or tune-ups. An all-electric city vehicle would align with the City's

Safety Element, Policy 1.2 Goal to reduce air pollution from mobile sources. The parking enforcement team currently shares a 2018 fully electric Nissan Leaf and needs a second reliable vehicle to continue parking operations, maintain service levels and be ready for the anticipated implementation of street sweeping changes and additional routes.

It is recommended that the City Council approve the expenditure of up to \$50,000 and authorize the City Manager to execute the purchase of a new zero-emission vehicle not to exceed that amount. Once the vehicle is acquired, a light bar and back up indicator will be installed before it is put into service.

FISCAL IMPACT

There are sufficient funds in the Equipment Replacement Fund to appropriate \$50,000 for the purchase of a parking enforcement vehicle.

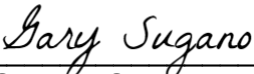
OPTIONS

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

ATTACHMENTS


None.

Reviewed by:



Gary Y. Sugano
Assistant City Manager

Approved by:



Ryan Smoot
City Manager

Prepared by:



Lina Hernandez
Senior Management Analyst



CITY OF LOMITA CITY COUNCIL REPORT

TO: City Council **Item No. SCH 8b**

FROM: Ryan Smoot, City Manager

PREPARED BY: Susan Kamada, Administrative Services Director

MEETING DATE: June 6, 2023

SUBJECT: Discussion and Consideration of Fiscal Year 2022-2024 Mid-Cycle Budget Amendments

RECOMMENDATION

Approve the recommendations contained in Attachment 1 and direct staff to make necessary expenditure and revenue budget amendments to implement the recommendations.

BACKGROUND

Staff develops the biennial budget based upon estimated revenues and expenditures. Upon completion of the annual financial statements and final audit, staff analyzes the impact of the closing information, current revenue and expenditure trends, and economic data, and recommends amendments to be approved by the City Council during the mid-budget review process. Revenues are adjusted based on this analysis and other sources to provide revised projections for the fiscal year. The City's accounting staff continually monitors actual revenues received and compares them to the projected revenues approved in the annual budget; this information is then used to develop revised revenue projections to more accurately reflect the impacts of the current economic climate and any uncertainties and delays in receiving revenues.

Fiscal Year 2022-2024 Adopted Biennial Budget

In June 2022 the City Council adopted the biennial operating and capital improvement budgets. The adopted biennial budget contains general fund expenditures and revenues of \$13,851,603 and \$13,851,603 respectively, reflecting a balanced budget in the general fund for Fiscal Year 2022-2023, and \$14,200,427 and \$14,156,877 respectively for Fiscal Year 2023-2024, a slight increase to the General fund balance of \$43,550. The budget continues to provide the service levels that the Lomita community expects. In addition, the budget contains financial data for all the City's operating and capital funds. Attachment 1 is a summary of the revenue and expenditure adjustments, which are described in more detail below.

Revenue Amendments

Staff reviewed the status of the City's major revenue sources to identify potential anomalies between budgeted and actual revenues, and to make recommendations for revenue budget adjustments. The City's primary revenue sources include property, sales, and motor vehicle in lieu taxes. The other major revenue source is development related revenue. Property and motor vehicle in lieu taxes are not expected to exceed the original projected revenue. A review of other revenues found several variances in the budget versus actual amounts at mid-year. As a result, the following revenue account amendments are being recommended:

	2022-2023 Adopted Budget	2022-2023 Amended Budget	Increase/ Decrease	2023-2024 Adopted Budget	2023-2024 Amended Budget	Increase/ Decrease
General Fund Revenues						
Sales and Use Tax	4,756,791	5,000,000	243,209	4,820,721	5,200,000	379,279
Court and Parking Fines	482,892	482,892	-	510,000	535,000	25,000
Administrative Citation	5,000	32,000	27,000	5,000	5,000	-
Technology Fees	6,000	14,000	8,000	6,000	25,000	19,000
Planning and Zoning Fees	117,000	117,000	-	120,000	150,000	30,000
Interest	100,000	200,000	100,000	100,000	200,000	100,000
Prop A Exchange Proceeds	-	700,000	700,000	-	-	-
Miscellaneous Revenues	72,500	349,500	277,000	77,500	77,500	-
Transfers from Other Funds	402,500	332,860	(69,640)	538,476	788,476	250,000

	2022-2023 Adopted Budget	2022-2023 Amended Budget	Increase/ Decrease	2023-2024 Adopted Budget	2023-2024 Amended Budget	Increase/ Decrease
Revenues						
General Plan Update	200,000	683,623	483,623	200,000	866,377	666,377
State Gas Tax	1,019,512	994,796	(24,716)	1,047,825	1,120,153	72,328
Measure R Local Return	313,089	313,089	-	321,291	375,971	54,680
Measure M	352,434	352,434	-	360,463	422,434	61,971
Measure W	225,000	225,000	-	225,000	575,000	350,000
Community Development Block Grant	142,935	148,379	5,444	142,935	140,077	(2,858)
Prop A Local Return	526,451	526,451	-	537,420	610,316	72,896
Prop C Local Return	418,452	418,452	-	426,721	499,628	72,907
Transportation Development Act	13,226	19,204	5,978	13,843	13,843	-
Landscape Maintenance District #1	11,738	11,738	-	22,045	11,738	(10,307)
Lomita Manor	468,542	468,542	-	461,048	548,339	87,291
Street Improvement	753,000	1,003,000	250,000	755,000	396,089	(358,911)
Facility Improvement	100,000	100,000	-	850,000	1,186,976	336,976
Equipment Replacement	300,500	500,500	200,000	300,500	300,500	-
Park Equipment Replacement	100,000	100,000	-	100,000	-	(100,000)
Sewer Replacement	-	108,480	108,480	100,000	-	(100,000)

Expenditure Amendments

Staff reviewed the status of the City's expenditures to identify potential anomalies between budgeted and actual expenditures, and to make recommendations for expenditure budget amendments. A review of the expenditures found several variances in the budget versus actual amounts at mid-cycle. A majority of these amendments are carried over from FY

22/23 Capital Improvement Projects. Included in the FY 23/24 proposed amendments is an allocation for an additional full-time position for Parking Enforcement Supervisor. As a result, the following expenditure account adjustments are being recommended:

	2022-2023 Adopted Budget	2022-2023 Amended Budget	Increase/ Decrease	2023-2024 Adopted Budget	2023-2024 Amended Budget	Increase/ Decrease
General Fund Expenditures						
City Council	\$ 56,514	\$ 56,514	\$ -	\$ 56,634	\$ 60,879	\$ 4,245
City Manager	850,672	878,931	11,000	879,097	1,005,296	126,199
City Clerk	377,249	323,449	(53,800)	328,093	342,514	14,421
Administrative Services	601,628	601,628	-	623,064	621,660	(1,404)
Human Resources	869,303	831,353	(37,950)	905,857	932,324	26,467
Law Enforcement	4,125,033	4,125,033	-	4,182,369	4,339,560	157,191
Emergency Operations	113,000	13,000	(100,000)	15,000	15,000	-
Safety Enforcement	402,889	517,889	115,000	424,320	560,730	136,410
Community Development	854,251	865,371	11,120	900,286	946,284	45,998
Economic Development	35,500	228,000	192,500	35,500	235,500	200,000
Information Technology	672,000	672,000	-	352,000	382,000	30,000
Public Works Administration	364,699	366,386	1,687	386,543	520,018	133,475
Public Works - Streets	290,763	290,763	-	311,779	313,086	1,307
Recreation and Facilities Administration	724,936	752,136	27,200	757,677	792,535	34,858
Recreation	876,631	878,631	2,000	911,885	773,428	(138,457)
Lomita Presents	184,897	220,397	35,500	185,581	238,581	53,000
Park Maintenance	597,847	669,797	71,950	630,424	645,747	15,323
Railroad Museum	63,791	63,791	-	65,768	66,098	330
Transfers to Other Funds	1,500,000	2,492,103	992,103	1,950,000	1,957,466	7,466

	2022-2023 Adopted Budget	2022-2023 Amended Budget	Increase/ Decrease	2023-2024 Adopted Budget	2023-2024 Amended Budget	Increase/ Decrease
Expenditures						
General Plan Update	-	200,000	200,000	-	1,000,000	1,000,000
State Gas Tax	1,336,563	639,563	(697,000)	1,241,059	2,214,572	973,513
Measure R Local Return	787,698	167,698	(620,000)	355,680	955,680	600,000
Measure M	1,076,949	159,949	(917,000)	300,000	1,058,623	758,623
Measure W	273,000	163,076	(109,924)	273,500	336,000	62,500
American Rescue Plan	2,132,988	2,063,348	(69,640)	1,288,476	1,336,976	48,500
Community Development Block Grant	142,935	148,379	5,444	142,935	140,077	(2,858)
Prop A Local Return	395,487	1,123,600	728,113	397,850	142,227	(255,623)
Prop C Local Return	100,000	9,880	(90,120)	250,000	250,000	-
Landscape Maintenance District #1	23,000	16,738	(6,262)	23,000	11,738	(11,262)
Park Athletic	51,193	51,193	-	51,821	52,574	753
Lomita Manor	468,542	468,542	-	461,048	496,602	35,554
Capital Improvement	75,000	5,000	(70,000)	-	70,000	70,000
Street Improvement	1,389,620	1,438,455	-	775,000	775,000	-
Facility Improvement	9,000	-	(9,000)	1,205,000	1,504,720	299,720
Equipment Replacement	200,000	400,000	200,000	200,000	285,000	85,000
Park Equipment Replacement	515,000	15,000	(500,000)	-	515,000	515,000
Sewer Replacement	125,000	10,000	(115,000)	-	115,000	115,000
Tom Rico Memorial	-	2,000	2,000	-	-	-
Water Operations	6,925,813	6,925,813	-	7,169,946	7,273,289	103,343
Water Capital	7,181,024	4,679,610	(2,501,414)	2,161,034	5,675,724	3,514,690

ARPA Expenditure

Staff is recommending revising the allocation for ARPA funds as follows:

	Budget	Revised Budget
Cypress GAC Project	3,000,000	3,000,000
Direct Covid Expenditures	90,976	-
Job Creation & Business Incentive Program	500,000	50,000
Façade Improvement Program	250,000	200,000
Workforce Development	100,000	100,000
Workplace Safety & EOC Upgrades	750,000	1,086,976
Digital Infrastructure	170,000	424,000
	<u>4,860,976</u>	<u>4,860,976</u>

OPTIONS

1. Approve staff's recommendation.
2. Amend staff's recommendation.
3. Provide further direction to staff.

FISCAL IMPACT

	2022-2023 Adopted Budget	2022-2023 Amended Budget	Increase/ Decrease	2023-2024 Adopted Budget	2023-2024 Amended Budget	Increase/ Decrease
Revenues	33,975,274	36,289,652	2,314,378	30,648,748	32,655,377	2,006,629
Expenditures	37,373,641	34,138,242	(3,235,399)	30,517,069	39,276,351	8,759,282

*Excess expenditures over revenues are from carry over funds that have been received in prior years

ATTACHMENTS

1. Fiscal Year 2022-2023 & Fiscal Year 2023-2024 Budget Amendments
2. Mid-Cycle FY 2022-2024 Budget Update Report
3. Mid-Cycle FY 22-24 Budget Update Flyer
4. Parking Enforcement Supervisor Job Classification
5. FY 22-24 Section IV Authorized Positions

Reviewed by:



Gary Y. Sugano
Assistant City Manager

Approved by:



Ryan Smoot
City Manager

Prepared by:



Susan Kamada
Administrative Services Director

Fiscal Year 2022-2023 Mid-Cycle Budget Review

City of Lomita



Revenues	Budget	Year to Date 05/31/23	Budget Balance	Percent Remaining	Budget Adjustment	Revised Budget
Fund: 100 - General Fund						
100-000-4210.000 Sales and Use Tax	4,756,791	3,154,465	(1,602,326)	66.31%	243,209	5,000,000
100-000-4320.000 Administrative Citations	5,000	72,400	67,400	1448.00%	27,000	32,000
100-000-4416.000 Technology Fees	6,000	17,751	11,751	295.85%	8,000	14,000
100-000-4525.000 Interest	100,000	337,970	237,970	337.97%	100,000	200,000
100-000-4642.000 Prop A Exchange Proceeds	-	700,000	700,000	0.00%	700,000	700,000
100-000-4905.000 Miscellaneous Revenues	40,000	296,004	256,004	740.01%	256,000	296,000
100-000-4936.000 Property Damage Claims	-	500	500	0.00%	1,000	1,000
100-000-4942.331 Mayor's Golf Classic	-	19,710	19,710	0.00%	20,000	20,000
100-000-4952.000 Transfer from Special Revenue	402,500	-	(402,500)	0.00%	(69,640)	332,860
General Fund Revenue Total:	13,851,603	11,420,705	(2,432,391)		1,285,569	15,137,172
Fund: 204 - General Plan Update						
204-000-4951.000 Transfer from General Fund	200,000	-	(200,000)	0.00%	483,623	683,623
General Plan Update Revenue Total:	200,000	-	(200,000)	100.00%	483,623	683,623
Fund: 205 - State Gas Tax						
205-000-4249.000 State Gas Tax - 2103	183,645	140,649	(42,996)	76.59%	(3,927)	179,718
205-000-4250.000 State Gas Tax - 2105	127,231	98,144	(29,087)	77.14%	(899)	126,332
205-000-4252.000 State Gas Tax - 2106	75,562	60,261	(15,301)	79.75%	760	76,322
205-000-4253.000 State Gas Tax - 2107	173,647	133,121	(40,526)	76.66%	(22,310)	151,337
205-000-4254.000 State Gas Tax - 2107.5	5,000	5,000	-	100.00%	-	5,000
205-000-4258.000 Road Maintenance and Rehabilita	452,427	308,644	(143,783)	68.22%	1,660	454,087
205-000-4525.000 Interest	2,000	-	(2,000)	0.00%	-	2,000
205-000-4905.000 Miscellaneous Revenues	-	10,985	10,985	0.00%	-	-
State Gas Tax Revenue Total:	1,019,512	756,804	(262,708)		(24,716)	994,796



Fiscal Year 2022-2023 Mid-Cycle Budget Review City of Lomita

Revenues		Year to Date	Budget	Percent	Budget	Revised
		05/31/23	Balance	Remaining	Adjustment	Budget
Fund: 215 - Community Development Block Grant						
215-000-4637.000	Project 96361 - Residential Rehab	30,000	5,941	119.80%	-	30,000
215-000-4639.000	Project 96370 - Lifeline	22,256	(12,188)	45.24%	7,419	29,675
215-000-4649.000	Project 601884 - Business Incentiv	90,679	(88,614)	2.28%	(1,975)	88,704
Community Development Block Grant Revenue Total:		142,935	(94,861)		5,444	148,379
Fund: 230 - Transportation Development Act Article 3						
230-000-4624.000	Transportation Development Act	13,226	(13,226)	0.00%	5,978	19,204
Transportation Development Act Revenue Total:		13,226	(13,226)	0.00%	5,978	19,204
Fund: 311 - Street Improvement						
311-000-4525.000	Interest	3,000	(3,000)	0.00%	-	3,000
311-000-4951.000	Transfer from General Fund	750,000	(750,000)	0.00%	250,000	1,000,000
Street Improvement Revenue Total:		753,000	(753,000)		250,000	1,003,000
Fund: 610 - Equipment Replacement						
610-000-4525.000	Interest	500	(500)	0.00%	-	500
610-000-4951.000	Transfer from General Fund	300,000	(300,000)	0.00%	200,000	500,000
Equipment Replacement Revenue Total:		300,500	(300,500)		200,000	500,500
Fund: 612 - Sewer Replacement						
612-000-4951.000	Transfer from General Fund	-	-	0.00%	108,480	108,480
Sewer Replacement Revenue Total:		-	-		108,480	108,480
Total Proposed Revenue Amendments					2,314,378	



Fiscal Year 2022-2023 Mid-Cycle Budget Review City of Lomita

Expenditures	Budget	Year to Date 05/31/23	Budget Balance	Percent Remaining	Budget Adjustment	Revised Budget
Fund: 100 - General Fund						
<u>100-110-5205.000</u>	Health Insurance	1,820	-	0.00%	(1,820)	-
<u>100-110-5415.000</u>	Communications	2,400	884	36.85%	620	3,020
<u>100-110-5505.000</u>	Office Supplies and Expense	200	678	339.10%	500	700
<u>100-110-5755.000</u>	Special Department Supplies & Ex	2,000	2,756	137.81%	700	2,700
<u>100-125-5205.000</u>	Health Insurance	57,755	63,476	109.90%	10,000	67,755
<u>100-125-5435.000</u>	Training and Education	500	918	183.60%	1,000	1,500
<u>100-130-5445.000</u>	Elections	60,000	(75)	-0.13%	(60,000)	-
<u>100-130-5750.000</u>	Contributions to Agencies	6,000	11,000	183.33%	5,000	11,000
<u>100-130-5755.000</u>	Special Department Supplies & Ex	28,000	22,001	78.57%	1,200	29,200
<u>100-230-5117.000</u>	Leave Payout	150,000	92,098	61.40%	(50,000)	100,000
<u>100-230-5207.000</u>	Medicare	749	1,645	219.69%	3,000	3,749
<u>100-230-5223.000</u>	PERS Tier 2 Unfunded Liability	1,373	2,241	163.22%	868	2,241
<u>100-230-5410.000</u>	Advertising	-	-	0.00%	1,000	1,000
<u>100-230-5460.000</u>	Insurance - Liability and Vehicle	3,985	6,167	154.76%	2,182	6,167
<u>100-230-5755.000</u>	Special Department Supplies & Ex	5,000	9,533	190.66%	5,000	10,000
<u>100-333-5340.000</u>	Professional Services	109,000	7,000	6.42%	(100,000)	9,000
<u>100-335-5345.000</u>	Contractual Services	115,000	133,432	116.03%	35,000	150,000
<u>100-335-5465.000</u>	Court Fees	130,000	150,702	115.92%	80,000	210,000
<u>100-410-5105.000</u>	Regular Salaries	428,376	273,700	63.89%	(45,000)	383,376
<u>100-410-5110.000</u>	Part-Time Salaries	16,540	59,199	357.92%	45,000	61,540
<u>100-410-5115.000</u>	Overtime	1,020	1,632	160.05%	600	1,620
<u>100-410-5340.000</u>	Professional Services	5,000	12,543	250.86%	8,000	13,000
<u>100-410-5415.000</u>	Communications	450	2,004	445.24%	1,800	2,250
<u>100-410-5505.000</u>	Office Supplies and Expense	1,500	1,660	110.68%	200	1,700
<u>100-410-5515.000</u>	Uniform Expense	100	116	115.76%	20	120
<u>100-410-5720.000</u>	Fuel	500	771	154.14%	500	1,000



Fiscal Year 2022-2023 Mid-Cycle Budget Review City of Lomita

Expenditures	Budget	Year to Date 05/31/23	Budget Balance	Percent Remaining	Budget Adjustment	Revised Budget
100-430-5410.000	Advertising	7,500	-	0.00%	(7,500)	-
100-430-5416.000	Economic Development Incentive	20,000	88,861	444.30%	200,000	220,000
100-605-5210.000	Workers' Compensation	4,258	4,735	111.20%	477	4,735
100-605-5420.000	Mileage Reimbursement	-	103	0.00%	110	110
100-605-5425.000	Dues and Memberships	-	20	0.00%	100	100
100-605-5505.000	Office Supplies and Expense	200	847	423.57%	1,000	1,200
100-710-5115.000	Overtime	1,300	4,513	347.16%	5,200	6,500
100-710-5405.000	Utilities	80,000	78,580	98.23%	12,000	92,000
100-710-5705.000	General Maintenance	130,000	131,197	100.92%	10,000	140,000
100-730-5415.000	Communications	300	1,532	510.55%	1,100	1,400
100-730-5505.000	Office Supplies and Expense	800	1,266	158.21%	900	1,700
100-735-5110.000	Part-Time Salaries	4,341	5,025	115.75%	5,000	9,341
100-735-5115.000	Overtime	3,000	3,380	112.67%	3,000	6,000
100-735-5755.118	Founder's Day	100,000	34,811	34.81%	27,500	127,500
100-740-5345.000	Contractual Services	15,000	39,690	264.60%	40,000	55,000
100-740-5350.000	Tree Trimming Contract	50,000	11,514	23.03%	(20,000)	30,000
100-740-5405.000	Utilities	15,000	35,180	234.53%	25,000	40,000
100-740-5430.000	Conferences and Meetings	3,700	-	0.00%	(2,200)	1,500
100-740-5435.000	Training and Education	1,000	3,191	319.05%	2,200	3,200
100-740-5505.000	Office Supplies and Expense	400	737	184.27%	350	750
100-740-5510.000	Small Tools	500	3,397	679.45%	2,500	3,000
100-740-5515.000	Uniform Expense	4,000	8,095	202.37%	4,100	8,100
100-740-5705.000	General Maintenance	30,000	46,748	155.83%	20,000	50,000
100-990-5991.000	Transfer to Special Revenue	150,000	-	0.00%	58,480	208,480
100-990-5992.000	Transfer to Street Improvement	750,000	-	0.00%	250,000	1,000,000
100-990-5993.000	Transfer to Equipment Replacement	400,000	-	0.00%	200,000	600,000
100-990-5999.000	Transfer to General Plan Update	200,000	-	0.00%	483,623	683,623



Fiscal Year 2022-2023 Mid-Cycle Budget Review City of Lomita

Expenditures	Year to Date			Budget	Percent Remaining	Budget Adjustment	Revised Budget
	Budget	05/31/23	Balance				
General Fund Expense Total:	13,868,862	9,408,554	4,460,308			1,268,310	15,137,172

Fund: 204 - General Plan Update							
204-330-5345.000 Contractual Services	-	-	-	0.00%	200,000	200,000	
General Plan Update Expense Total:	-	-	-		200,000	200,000	

Fund: 205 - State Gas Tax							
205-810-5806.366 ADA Projects	30,000	-	30,000	0.00%	(30,000)	-	
205-810-5806.367 Street Reconstruction-Zone C & F	478,257	50,297	427,960	10.52%	(400,000)	78,257	
205-810-5806.374 Narbonne South Pipe Replacemer	300,000	-	300,000	0.00%	(267,000)	33,000	
State Gas Tax Expense Total:	1,336,563	436,336	900,227		(697,000)	639,563	

Fund: 207 - Measure R Local Return							
207-610-5345.000 Contractual Services	5,680	5,680	-	100.00%	-	5,680	
207-610-5705.000 General Maintenance	10,000	-	10,000	0.00%	-	10,000	
207-610-5706.000 Street Repairs	40,000	-	40,000	0.00%	-	40,000	
207-810-5806.366 ADA Projects	30,000	7,440	22,560	24.80%	(20,000)	10,000	
207-810-5806.367 Street Reconstruction-Zone C & F	702,018	70,209	631,809	10.00%	(600,000)	102,018	
Measure R Local Return Expense Total:	787,698	83,329	704,369		(620,000)	167,698	

Fund: 209 - Measure M							
209-810-5806.367 Street Reconstruction-Zone C & F	776,949	76,214	700,735	9.81%	(650,000)	126,949	
209-810-5806.374 Narbonne South Pipe Replacemer	300,000	-	300,000	0.00%	(267,000)	33,000	
Measure M Expense Total:	1,076,949	76,214	1,000,735		(917,000)	159,949	

Fund: 211 - Measure W							
211-347-5340.000 Professional Services	9,500	12,941	(3,441)	136.22%	20,000	29,500	



Fiscal Year 2022-2023 Mid-Cycle Budget Review

City of Lomita

Expenditures	Budget	Year to Date 05/31/23	Balance	Percent Remaining	Budget Adjustment	Revised Budget
211-347-5771.000	Infrastructure Projects Planning	-	135	(135)	0.00%	1,000
211-347-5773.000	EWMP/CIMP Implementation - SB	90,000	99,076	(9,076)	110.08%	99,076
211-347-5775.000	Catch Basins	-	3,528	(3,528)	0.00%	10,000
211-810-5806.369	Downtown Lomita Stormwater Pr	173,500	338	173,163	0.19%	23,500
Measure M Expense Total:		273,000	116,017	156,983	(109,924)	163,076

Fund: 212 - American Rescue Plan						
212-990-5990.000	Transfer to General Fund	402,500	-	-	(69,640)	332,860
212-990-5993.000	Transfer to Water Capital	1,730,488	-	-	-	1,730,488
American Rescue Plan Expense Total:		2,132,988	-	-	(69,640)	2,063,348

Fund: 215 - Community Development Block Grant						
215-540-5340.000	Professional Services	10,000	5,940	4,060	59.40%	-
215-540-5845.000	CDBG Grant Construction/Improv	20,000	30,000	(10,000)	150.00%	-
215-550-5340.000	Professional Services	10,000	4,988	5,013	49.88%	-
215-550-5345.000	Contractual Services	12,256	6,640	5,616	54.18%	7,419
215-560-5340.000	Professional Services	90,679	-	90,679	0.00%	(1,975)
Community Development Block Grant Expense Total:		142,935	47,568	95,367	5,444	148,379

Fund: 220 - Proposition A Local Return						
220-340-5105.000	Regular Salaries	42,087	35,100	6,987	83.40%	(25,487)
220-340-5205.000	Health Insurance	8,658	6,558	2,100	75.74%	(8,658)
220-340-5207.000	Medicare	631	489	142	77.48%	(631)
220-340-5210.000	Workers' Compensation	888	888	-	100.00%	(888)
220-340-5215.000	PERS Tier 1 (2.5%@55)	2,232	1,743	489	78.10%	(332)
220-340-5216.000	PERS Tier 2 (2%@60)	690	588	102	85.18%	(690)
220-340-5217.000	PERS Tier 3 (2%@62)	1,181	1,007	174	85.23%	(1,181)



Fiscal Year 2022-2023 Mid-Cycle Budget Review City of Lomita

Expenditures		Year to Date	Budget	Percent	Budget	Revised
		05/31/23	Balance	Remaining	Adjustment	Budget
220-340-5222.000	PERS Tier 1 Unfunded Liability	2,631	87	96.69%	(531)	2,100
220-340-5223.000	PERS Tier 2 Unfunded Liability	81	2	97.53%	(81)	-
220-340-5224.000	PERS Tier 3 Unfunded Liability	50	2	96.00%	(50)	-
220-340-5345.000	Contractual Services	330,000	260,410	21.09%	(227,000)	103,000
220-340-5345.339	Teen Program - Bus	3,000	3,000	0.00%	(3,000)	-
220-340-5460.000	Insurance - Liability and Vehicle	3,358	-	100.00%	(3,358)	-
220-341-5345.000	Contractual Services	-	(1,000,000)	0.00%	1,000,000	1,000,000
Proposition A Local Return Expense Total:		395,487	1,121,991	(726,504)	728,113	1,123,600
Fund: 225 - Proposition C Local Return						
225-810-5806.364	Lomita Blvd Corridor Planning	90,000	-	90,000	(90,000)	-
225-810-5806.366	ADA Projects	10,000	4,680	5,320	(6,000)	4,000
225-810-5806.370	CIP Master Plan	-	5,880	(5,880)	5,880	5,880
Proposition C Local Return Expense Total:		100,000	10,560	89,440	(90,120)	9,880
Fund: 245 - Landscape Maintenance District #1						
245-720-5345.000	Contractual Services	9,000	-	9,000	(6,262)	2,738
245-720-5405.000	Utilities	13,000	5,195	7,805	-	13,000
245-720-5755.000	Special Department Supplies & Ex	1,000	1,250	(250)	-	1,000
Landscape Maintenance District #1 Expense Total:		23,000	6,444	16,556	(6,262)	16,738
Fund: 310 - Capital Improvement						
310-820-5820.376	Railroad Museum Improvements	75,000	-	75,000	(70,000)	5,000
Capital Improvement Expense Total:		75,000	-	75,000	(70,000)	5,000



Fiscal Year 2022-2023 Mid-Cycle Budget Review City of Lomita

Expenditures

Fund: 312 - Facility Improvement

312-820-5820.000 Building Improvement
Facility Improvement Expense Total:

	Year to Date 05/31/23	Budget Balance	Percent Remaining	Budget Adjustment	Revised Budget
	9,000	-	9,000	0.00%	(9,000)
	9,000	-	9,000	0.00%	(9,000)

Fund: 520 - Water Capital

520-840-5340.347 Water Rate Study
520-840-5820.134 Emergency Generator
520-840-5821.239 Appian Way Roof
520-840-5821.357 246th-247th-247th Pl - Western
520-840-5821.365 CWPF Upgrades Project
520-840-5821.372 Annual Aged Pipeline R&R
520-840-5821.374 Narbonne South Pipe Replacemer
520-840-5821.377 Second Well Evaluation
520-840-5825.000 Equipment Over \$5k
520-910-7100.000 Debt Service - Principal & Interest
520-910-7106.000 COP Administration Fees
 Water Capital Expense Total:

	-	12,551	(12,551)	0.00%	12,551	12,551
	110,000	52,030	57,970	47.30%	-	110,000
	50,000	8,040	41,960	16.08%	-	50,000
	1,364,916	16,813	1,348,103	1.23%	-	1,364,916
	2,500,000	698,378	1,801,622	27.94%	-	2,500,000
	1,156,100	5,760	1,150,340	0.50%	(1,136,100)	20,000
	1,445,000	-	1,445,000	0.00%	(1,411,000)	34,000
	50,000	-	50,000	0.00%	13,135	63,135
	35,000	-	35,000	0.00%	20,000	55,000
	465,008	234,502	230,506	50.43%	-	465,008
	5,000	-	5,000	0.00%	-	5,000
	7,181,024	1,031,075	6,149,949		(2,501,414)	4,679,610

Fund: 610 - Equipment Replacement

610-910-5825.000 Equipment Over \$5K
Equipment Replacement Expense Total:

	200,000	198,126	-	0.00%	200,000	400,000
	200,000	198,126	-		200,000	400,000

Fund: 611 - Park Equipment Replacement

611-910-5705.000 General Maintenance
611-910-5825.000 Equipment Over \$5k
 Park Equipment Replacement Expense Total:

	15,000	10,046	-	0.00%	-	15,000
	500,000	-	-	0.00%	(500,000)	-
	515,000	10,046	-		(500,000)	15,000



Fiscal Year 2022-2023 Mid-Cycle Budget Review City of Lomita

		Year to Date	Budget	Percent	Budget	Revised
		05/31/23	Balance	Remaining	Adjustment	Budget
Expenditures						
Fund: 612 - Sewer Replacement						
<u>612-910-5345.000</u>	Contractual Services	125,000	-	0.00%	(115,000)	10,000
Equipment Replacement Expense Total:		125,000	-		(115,000)	10,000
Fund: 730 - Tom Rico Memorial						
<u>730-920-5755.000</u>	Special Department Supplies & Ex	-	2,000	0.00%	2,000	2,000
Tom Rico Memorial Expense Total:		-	2,000	40.00%	2,000	2,000
Total Proposed Expenditure Amendments					(3,301,493)	



Fiscal Year 2023-2024 Mid-Cycle Budget Review City of Lomita

Revenues			
Fund: 100 - General Fund			
	Budget	Budget Adjustment	Revised Budget
100-000-4210.000 Sales and Use Tax	4,820,721	379,279	5,200,000
100-000-4305.000 Court Fines	125,000	25,000	150,000
100-000-4416.000 Technology Fees	6,000	19,000	25,000
100-000-4420.000 Planning and Zoning Fees	120,000	30,000	150,000
100-000-4525.000 Interest	100,000	100,000	200,000
100-000-4952.000 Transfer from Special Revenue	538,476	250,000	788,476
General Fund Revenue Total:	14,200,427	803,279	15,003,706
Fund: 204 - General Plan Update			
204-000-4951.000 Transfer from General Fund	200,000	666,377	866,377
General Plan Update Revenue Total:	200,000	666,377	866,377
Fund: 205 - State Gas Tax			
205-000-4249.000 State Gas Tax - 2103	188,236	19,236	207,472
205-000-4250.000 State Gas Tax - 2105	130,412	6,976	137,388
205-000-4252.000 State Gas Tax - 2106	77,451	5,252	82,703
205-000-4253.000 State Gas Tax - 2107	177,988	(12,966)	165,022
205-000-4254.000 State Gas Tax - 2107.5	5,000	-	5,000
205-000-4258.000 Road Maintenance and Rehabilita	463,738	53,830	517,568
205-000-4525.000 Interest	5,000	-	5,000
State Gas Tax Revenue Total:	1,047,825	72,328	1,120,153



Fiscal Year 2023-2024 Mid-Cycle Budget Review

City of Lomita

Revenues		Budget	Budget Adjustment	Revised Budget
Fund: 207 - Measure R Local Return				
<u>207-000-4525.000</u>	Interest	5,000	-	5,000
<u>207-000-4625.000</u>	Measure R Local Return	316,291	54,680	370,971
Measure R Local Return Revenue Total:		321,291	54,680	375,971
Fund: 209 - Measure M				
<u>209-000-4525.000</u>	Interest	2,000	-	2,000
<u>209-000-4608.000</u>	Measure M	358,463	61,971	420,434
Measure M Revenue Total:		360,463	61,971	422,434
Fund: 211 - Measure W				
<u>211-000-4612.000</u>	Measure W	225,000	350,000	575,000
Measure W Revenue Total:		225,000	350,000	575,000
Fund: 215 - Community Development Block Grant				
<u>215-000-4637.000</u>	Project 96361 - Residential Rehab	30,000	7,200	37,200
<u>215-000-4639.000</u>	Project 96370 - Lifeline	22,256	5,759	28,015
<u>215-000-4649.000</u>	Project 601884 - Business Incentiv	90,679	(15,817)	74,862
Community Development Block Grant Revenue Total:		142,935	(2,858)	140,077
Fund: 220 - Proposition A Local Return				
<u>220-000-4525.000</u>	Interest	4,000	-	4,000
<u>220-000-4621.000</u>	Prop A Local Return	508,420	87,896	596,316
<u>220-000-4705.000</u>	Dial-A-Ride Fares	25,000	(15,000)	10,000
Proposition A Local Return Revenue Total:		537,420	72,896	610,316



Fiscal Year 2023-2024 Mid-Cycle Budget Review City of Lomita

Revenues

Fund: 225 - Proposition C Local Return

<u>225-000-4525.000</u>	Interest	5,000	-	5,000
<u>225-000-4623.000</u>	Prop C Local Return	421,721	72,907	494,628

Proposition C Local Return Revenue Total:

426,721	72,907	499,628
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Fund: 245 - Landscape Maintenance District #1

<u>245-000-4120.000</u>	Landscape Maintenance Dist. #1	22,045	(10,307)	11,738
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Landscape Maintenance District #1 Revenue Total:

22,045	(10,307)	11,738
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Fund: 260 - Lomita Manor Development

<u>260-000-4515.000</u>	Lease and Rental	281,088	46,644	327,732
<u>260-000-4607.000</u>	Grant Operating Subsidy	176,000	40,647	216,647
<u>260-000-4905.000</u>	Miscellaneous Revenues	3,960	-	3,960

Lomita Manor Development Revenue Total:

461,048	87,291	548,339
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Fund: 311 - Street Improvement

<u>311-000-4525.000</u>	Interest	5,000	-	5,000
<u>311-000-4951.000</u>	Transfer from General Fund	750,000	(358,911)	391,089

Street Improvement Revenue Total:

755,000	(358,911)	396,089
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Fund: 312 - Facility Improvement

<u>312-000-4951.000</u>	Transfer from General Fund	100,000	-	100,000
	Transfer from ARPA	750,000	336,976	1,086,976

Facility Improvement Revenue Total:

850,000	336,976	1,186,976
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Fiscal Year 2023-2024 Mid-Cycle Budget Review
City of Lomita

Revenues	Budget	Budget Adjustment	Revised Budget
Fund: 611 - Park Equipment Replacement			
611-000-4951.000 Transfer from General Fund	100,000	(100,000)	-
Park Equipment Replacement Revenue Total:	100,000	(100,000)	-
Fund: 612 - Sewer Replacement			
612-000-4951.000 Transfer from General Fund	100,000	(100,000)	-
Sewer Replacement Revenue Total:	100,000	(100,000)	-
Total Proposed Revenue Amendments		2,006,629	



Fiscal Year 2023-2024 Mid-Cycle Budget Review City of Lomita

Expenditures		Budget	Budget Adjustment	Revised Budget
Fund: 100 - General Fund				
100-110-5205.000	Health Insurance	1,820	(1,820)	-
100-110-5217.000	PERS Tier 3 (2%@62)	1,580	37	1,617
100-110-5430.000	Conferences and Meetings	25,000	5,000	30,000
100-110-5460.000	Insurance - Liability and Vehicle	1,674	28	1,702
100-110-5755.000	Special Department Supplies & Ex	2,000	1,000	3,000
100-125-5105.000	Regular Salaries	486,276	47,000	533,276
100-125-5205.000	Health Insurance	60,034	10,000	70,034
100-125-5207.000	Medicare	7,069	700	7,769
100-125-5215.000	PERS Tier 1 (2.5%@55)	21,377	5,700	27,077
100-125-5216.000	PERS Tier 2 (2%@60)	15,190	5,452	20,642
100-125-5217.000	PERS Tier 3 (2%@62)	8,042	348	8,390
100-125-5222.000	PERS Tier 1 Unfunded Liability	29,317	538	29,855
100-125-5223.000	PERS Tier 2 Unfunded Liability	922	29	951
100-125-5224.000	PERS Tier 3 Unfunded Liability	598	28	626
100-125-5345.000	Contractual Services	136,000	50,000	186,000
100-125-5430.000	Conferences and Meetings	7,500	1,500	9,000
100-125-5435.000	Training and Education	500	500	1,000
100-125-5460.000	Insurance - Liability and Vehicle	37,100	4,404	41,504
100-130-5105.000	Regular Salaries	187,668	6,677	194,345
100-130-5207.000	Medicare	2,838	100	2,938
100-130-5215.000	PERS Tier 1 (2.5%@55)	4,321	1,386	5,707
100-130-5216.000	PERS Tier 2 (2%@60)	5,305	781	6,086
100-130-5217.000	PERS Tier 3 (2%@62)	6,793	388	7,181
100-130-5222.000	PERS Tier 1 Unfunded Liability	11,513	(537)	10,976
100-130-5460.000	Insurance - Liability and Vehicle	15,035	792	15,827
100-130-5755.000	Special Department Supplies & Ex	28,000	4,834	32,834
100-210-5215.000	PERS Tier 1 (2.5%@55)	16,053	(8,567)	7,486



Fiscal Year 2023-2024 Mid-Cycle Budget Review City of Lomita

Expenditures		Budget	Budget Adjustment	Revised Budget
100-210-5216.000	PERS Tier 2 (2%@60)	12,564	9,246	21,810
100-210-5217.000	PERS Tier 3 (2%@62)	3,495	102	3,597
100-210-5222.000	PERS Tier 1 Unfunded Liability	20,417	(1,949)	18,468
100-210-5460.000	Insurance - Liability and Vehicle	25,773	(236)	25,537
100-230-5105.000	Regular Salaries	53,490	258	53,748
100-230-5217.000	PERS Tier 3 (2%@62)	4,012	116	4,128
100-230-5345.000	Contractual Services	3,700	20,000	23,700
100-230-5410.000	Advertising	-	1,000	1,000
100-230-5460.000	Insurance - Liability and Vehicle	4,251	93	4,344
100-230-5755.000	Special Department Supplies & Ex	5,000	5,000	10,000
100-330-5321.000	Core Deputy	339,187	115,480	454,667
100-330-5323.000	Liability Trust Fund	422,916	41,711	464,627
100-335-5105.000	Regular Salaries	52,188	66,012	118,200
100-335-5205.000	Health Insurance	9,694	16,768	26,462
100-335-5207.000	Medicare	1,895	978	2,873
100-335-5210.000	Workers' Compensation	2,767	825	3,592
100-335-5216.000	PERS Tier 2 (2%@60)	6,367	1,006	7,373
100-335-5217.000	PERS Tier 3 (2%@62)	-	5,050	5,050
100-335-5223.000	PERS Tier 2 Unfunded Liability	221	113	334
100-335-5224.000	PERS Tier 3 Unfunded Liability	-	220	220
100-335-5345.000	Contractual Services	125,000	15,000	140,000
100-335-5460.000	Insurance - Liability and Vehicle	10,041	5,438	15,479
100-335-5465.000	Court Fees	135,000	25,000	160,000
100-410-5205.000	Health Insurance	72,165	5,998	78,163
100-410-5341.000	Property Nuisance Abatement	10,000	40,000	50,000
100-430-5416.000	Economic Development Incentive	20,000	200,000	220,000
100-440-5345.000	Contractual Services	190,000	20,000	210,000
100-440-5525.000	Equipment Under \$5k	30,000	10,000	40,000



Fiscal Year 2023-2024 Mid-Cycle Budget Review

City of Lomita

Expenditures		Budget	Adjustment	Revised Budget
100-605-5105.000	Regular Salaries	219,607	79,031	298,638
100-605-5205.000	Health Insurance	35,001	16,905	51,906
100-605-5210.000	Workers' Compensation	5,171	740	5,911
100-605-5215-000	PERS Tier 1 (2.5%@55)	-	10,609	10,609
100-605-5216.000	PERS Tier 2 (2%@60)	3,962	714	4,676
100-605-5217.000	PERS Tier 3 (2%@62)	13,015	570	13,585
100-605-5222.000	PERS Tier 1 Unfunded Liability	-	17,991	17,991
100-605-5223.000	PERS Tier 2 Unfunded Liability	446	127	573
100-605-5224.000	PERS Tier 3 Unfunded Liability	290	87	377
100-605-5460.000	Insurance - Liability and Vehicle	18,769	6,701	25,470
100-610-5216.000	PERS Tier 2 (2%@60)	7,259	1,307	8,566
100-710-5110.000	Part-Time Salaries	45,492	1,437	46,929
100-710-5115.000	Overtime	1,300	5,200	6,500
100-710-5215.000	PERS Tier 1 (2.5%@55)	23,474	3,712	27,186
100-710-5217.000	PERS Tier 3 (2%@62)	8,248	239	8,487
100-710-5222.000	PERS Tier 1 Unfunded Liability	22,123	(1,409)	20,714
100-710-5405.000	Utilities	85,000	10,000	95,000
100-710-5460.000	Insurance - Liability and Vehicle	27,304	679	27,983
100-710-5705.000	General Maintenance	135,000	15,000	150,000
100-730-5105.000	Regular Salaries	278,213	(96,236)	181,977
100-730-5110.000	Part-Time Salaries	266,366	1,385	267,751
100-730-5205.000	Health Insurance	50,070	(14,178)	35,892
100-730-5207.000	Medicare	8,214	(1,423)	6,791
100-730-5210.000	Workers' Compensation	11,980	(3,500)	8,480
100-730-5215.000	PERS Tier 1 (2.5%@55)	25,405	(10,199)	15,206
100-730-5217.000	PERS Tier 3 (2%@62)	5,248	422	5,670
100-730-5222.000	PERS Tier 1 Unfunded Liability	30,976	(7,791)	23,185
100-730-5460.000	Insurance - Liability and Vehicle	43,481	(6,937)	36,544



Fiscal Year 2023-2024 Mid-Cycle Budget Review

City of Lomita

Expenditures		Budget	Budget Adjustment	Revised Budget
100-735-5115.000	Overtime	3,000	3,000	6,000
100-735-5755.118	Founder's Day	100,000	50,000	150,000
100-740-5110.000	Part-Time Salaries	36,540	(19,140)	17,400
100-740-5210.000	Workers' Compensation	7,010	(1,519)	5,491
100-740-5215.000	PERS Tier 1 (2.5%@55)	7,861	1,243	9,104
100-740-5216.000	PERS Tier 2 (2%@60)	4,115	741	4,856
100-740-5217.000	PERS Tier 3 (2%@62)	11,196	(401)	10,795
100-740-5222.000	PERS Tier 1 Unfunded Liability	20,631	(2,820)	17,811
100-740-5405.000	Utilities	15,000	15,000	30,000
100-740-5435.000	Training and Education	1,000	2,000	3,000
100-740-5460.000	Insurance - Liability and Vehicle	25,442	(1,781)	23,661
100-740-5505.000	Office Supplies and Expense	400	500	900
100-740-5510.000	Small Tools	500	1,500	2,000
100-740-5705.000	General Maintenance	35,000	15,000	50,000
100-740-5720.000	Fuel	10,000	5,000	15,000
100-750-5110.000	Part-Time Salaries	45,060	330	45,390
100-990-5991.000	Transfer to Sewer Replacement	200,000	(100,000)	100,000
100-990-5992.000	Transfer to Street Improvement	750,000	(358,911)	391,089
100-990-5993.000	Transfer to Park Equipment	200,000	(100,000)	100,000
100-990-5992.000	Transfer to Economic Development	100,000	(100,000)	-
100-990-5993.000	Transfer to Facility Improvement	200,000	-	200,000
100-990-5993.000	Transfer to Equipment Replacement	300,000	-	300,000
100-990-5999.000	Transfer to General Plan Update	200,000	666,377	866,377
General Fund Expense Total:		14,156,877	846,829	15,003,706
Fund: 204 - General Plan Update				
204-330-5345.000	Contractual Services	-	1,000,000	1,000,000
General Plan Update Expense Total:		-	1,000,000	1,000,000



Fiscal Year 2023-2024 Mid-Cycle Budget Review

City of Lomita

Expenditures

	Budget	Adjustment	Revised Budget
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Fund: 205 - State Gas Tax

205-610-5105.000	Regular Salaries	115,932	6,594	122,526
205-610-5110.000	Part-Time Salaries	18,270	16,530	34,800
205-610-5205.000	Health Insurance	33,855	232	34,087
205-610-5207.000	Medicare	2,435	346	2,781
205-610-5217.000	PERS Tier 3 (2%@62)	8,695	715	9,410
205-610-5224.000	PERS Tier 3 Unfunded Liability	206	12	218
205-610-5460.000	Insurance - Liability and Vehicle	12,900	2,084	14,984
205-810-5806.368	Street Reconstruction-Zone G	400,000	947,000	1,347,000
205-810-5806.374	Narbonne South Pipe Replacemer	300,000	-	300,000
State Gas Tax Expense Total:		1,241,059	973,513	2,214,572

Fund: 207 - Measure R Local Return

207-610-5345.000	Contractual Services	5,680	-	5,680
207-610-5705.000	General Maintenance	10,000	-	10,000
207-610-5706.000	Street Repairs	40,000	-	40,000
207-810-5806.368	Street Reconstruction-Zone G	300,000	600,000	900,000
Measure R Local Return Expense Total:		355,680	600,000	955,680

Fund: 209 - Measure M

209-810-5806.367	Street Reconstruction-Zone C & F	-	-	-
209-810-5806.374	Narbonne South Pipe Replacemer	300,000	758,623	1,058,623
Measure M Expense Total:		300,000	758,623	1,058,623

Fund: 211 - Measure W

211-347-5340.000	Professional Services	9,500	45,500	55,000
211-347-5771.000	Infrastructure Projects Planning	-	10,000	10,000



Fiscal Year 2023-2024 Mid-Cycle Budget Review

City of Lomita

Expenditures		Budget	Budget Adjustment	Revised Budget
211-347-5773.000	EWMP/CIMP Implementation - SE	90,000	(5,000)	85,000
211-347-5775.000	Catch Basins	-	12,000	12,000
211-810-5806.369	Downtown Lomita Stormwater Pr	174,000	-	174,000
Measure M Expense Total:		273,500	62,500	336,000

Fund: 212 - American Rescue Plan				
212-990-5990.000	Transfer to General Fund	538,476	(288,476)	250,000
212-990-5993.000	Transfer to Facilities Improvemen	750,000	336,976	1,086,976
American Rescue Plan Expense Total:		1,288,476	48,500	1,336,976

Fund: 215 - Community Development Block Grant				
215-540-5340.000	Professional Services	10,000	-	10,000
215-540-5845.000	CDBG Grant Construction/Improv	20,000	7,200	27,200
215-550-5340.000	Professional Services	10,000	-	10,000
215-550-5345.000	Contractual Services	12,256	5,759	18,015
215-560-5340.000	Professional Services	90,679	(15,817)	74,862
Community Development Block Grant Expense Total:		142,935	(2,858)	140,077

Fund: 220 - Proposition A Local Return				
220-340-5105.000	Regular Salaries	43,336	(19,128)	24,208
220-340-5205.000	Health Insurance	9,306	(4,251)	5,055
220-340-5207.000	Medicare	650	(287)	363
220-340-5210.000	Workers' Compensation	949	(495)	454
220-340-5215.000	PERS Tier 1 (2.5%@55)	2,274	(957)	1,317
220-340-5216.000	PERS Tier 2 (2%@60)	737	132	869
220-340-5217.000	PERS Tier 3 (2%@62)	1,210	(731)	479
220-340-5222.000	PERS Tier 1 Unfunded Liability	2,798	(1,348)	1,450
220-340-5223.000	PERS Tier 2 Unfunded Liability	88	(42)	46



Fiscal Year 2023-2024 Mid-Cycle Budget Review City of Lomita

Expenditures		Budget	Budget Adjustment	Revised Budget
220-340-5224.000	PERS Tier 3 Unfunded Liability	57	(27)	30
220-340-5345.000	Contractual Services	330,000	(227,000)	103,000
220-340-5345.339	Teen Program - Bus	3,000	-	3,000
220-340-5460.000	Insurance - Liability and Vehicle	3,445	(1,489)	1,956
Proposition A Local Return Expense Total:		397,850	(255,623)	142,227
Fund: 245 - Landscape Maintenance District #1				
245-720-5345.000	Contractual Services	9,000	(6,000)	3,000
245-720-5405.000	Utilities	13,000	(5,262)	7,738
245-720-5755.000	Special Department Supplies & Ex	1,000	-	1,000
Landscape Maintenance District #1 Expense Total:		23,000	(11,262)	11,738
Fund: 255 - Park Athletic				
255-760-5105.000	Regular Salaries	7,775	428	8,203
255-760-5205.000	Health Insurance	1,422	272	1,694
255-760-5207.000	Medicare	117	6	123
255-760-5217.000	PERS Tier 3 (2%@62)	583	47	630
Park Athletic Expense Total:		51,821	753	52,574
Fund: 260 - Lomita Manor Development				
260-518-5750.000	Contributions to Agencies	461,048	35,554	496,602
Lomita Manor Development Expense Total:		461,048	35,554	496,602
Fund: 310 - Capital Improvement				
310-820-5820.376	Railroad Museum Improvements	-	70,000	70,000
Capital Improvement Expense Total:		-	70,000	70,000



Fiscal Year 2023-2024 Mid-Cycle Budget Review

City of Lomita

Expenditures

Fund: 312 - Facility Improvement

[312-820-5820.000](#) Building Improvement

Facility Improvement Expense Total:

Budget	Budget Adjustment	Revised Budget
1,205,000	299,720	1,504,720
1,205,000	299,720	1,504,720

Fund: 510 - Water Operations

510-125-5105.000	Regular Salaries	112,644	12,362	125,006
510-125-5205.000	Health Insurance	12,463	1,184	13,647
510-125-5207.000	Medicare	1,690	185	1,875
510-125-5215.000	PERS Tier 1 (2.5%@55)	5,620	1,339	6,959
510-125-5216.000	PERS Tier 2 (2%@60)	5,063	1,818	6,881
510-125-5222.000	PERS Tier 1 Unfunded Liability	6,690	242	6,932
510-125-5223.000	PERS Tier 2 Unfunded Liability	210	11	221
510-125-5460.000	Insurance - Liability and Vehicle	8,953	1,149	10,102
510-130-5105.000	Regular Salaries	40,867	13,771	54,638
510-130-5205.000	Health Insurance	7,929	1,900	9,829
510-130-5207.000	Medicare	613	207	820
510-130-5210.000	Workers' Compensation	895	130	1,025
510-130-5215.000	PERS Tier 1 (2.5%@55)	985	771	1,756
510-130-5216.000	PERS Tier 2 (2%@60)	1,326	413	1,739
510-130-5217.000	PERS Tier 3 (2%@62)	1,303	612	1,915
510-130-5222.000	PERS Tier 1 Unfunded Liability	2,580	594	3,174
510-130-5223.000	PERS Tier 2 Unfunded Liability	81	20	101
510-130-5224.000	PERS Tier 3 Unfunded Liability	53	14	67
510-130-5460.000	Insurance - Liability and Vehicle	3,248	1,168	4,416
510-220-5210.000	Workers' Compensation	5,599	(797)	4,802
510-220-5215.000	PERS Tier 1 (2.5%@55)	4,555	(2,060)	2,495
510-220-5216.000	PERS Tier 2 (2%@60)	12,080	4,088	16,168
510-220-5217.000	PERS Tier 3 (2%@62)	5,825	170	5,995



Fiscal Year 2023-2024 Mid-Cycle Budget Review

City of Lomita

Expenditures

Expenditures		Budget	Adjusted	Revised Budget
510-220-5222.000	PERS Tier 1 Unfunded Liability	15,954	(1,121)	14,833
510-220-5460.000	Insurance - Liability and Vehicle	20,321	374	20,695
510-230-5105.000	Regular Salaries	53,490	1,148	54,638
510-230-5217.000	PERS Tier 3 (2%@62)	4,012	116	4,128
510-630-5105.000	Regular Salaries	1,050,314	36,545	1,086,859
510-630-5205.000	Health Insurance	214,707	14,396	229,103
510-630-5207.000	Medicare	16,251	548	16,799
510-630-5210.000	Workers' Compensation	23,441	(2,682)	20,759
510-630-5215.000	PERS Tier 1 (2.5%@55)	17,717	6,336	24,053
510-630-5216.000	PERS Tier 2 (2%@60)	25,702	4,629	30,331
510-630-5217.000	PERS Tier 3 (2%@62)	44,493	1,777	46,270
510-630-5222.000	PERS Tier 1 Unfunded Liability	68,267	(2,390)	65,877
510-630-5460.000	Insurance - Liability and Vehicle	85,078	4,376	89,454
Water Operations Expense Total:		7,169,946	103,343	7,273,289

Fund: 520 - Water Capital

520-840-5821.239	Appian Way Roof	-	63,674	63,674
520-840-5821.357	246th-247th-247th Pl - Western	-	1,864,916	1,864,916
520-840-5821.365	CW/PF Upgrades Project	-	300,000	300,000
520-840-5821.372	Annual Aged Pipeline R&R	-	1,136,100	1,136,100
520-840-5821.372	Pipe Replacement - Other	250,000	-	250,000
520-840-5821.374	Narbonne South Pipe Replacemer	1,445,000	-	1,445,000
520-840-5825.000	Equipment Over \$5k	-	150,000	150,000
520-910-7100.000	Debt Service - Principal & Interest	461,034	-	461,034
520-910-7106.000	COP Administration Fees	5,000	-	5,000
Water Capital Expense Total:		2,161,034	3,514,690	5,675,724



Fiscal Year 2023-2024 Mid-Cycle Budget Review *City of Lomita*

Expenditures

Fund: 610 - Equipment Replacement

610-910-5825.000 Equipment Over \$5K

Equipment Replacement Expense Total:

Budget	Budget Adjustment	Revised Budget
200,000	85,000	285,000
200,000	85,000	285,000

Fund: 611 - Park Equipment Replacement

611-910-5705.000 General Maintenance

611-910-5825.000 Equipment Over \$5K

Park Equipment Replacement Expense Total:

-	15,000	15,000
-	500,000	500,000
-	515,000	515,000

Fund: 612 - Sewer Replacement

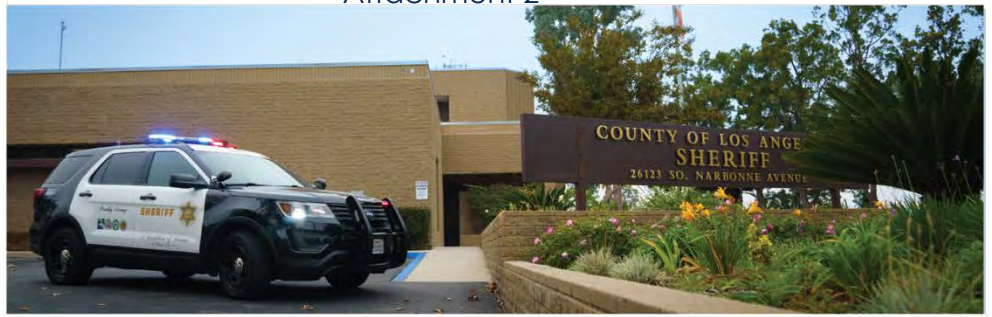
612-910-5345.000 Contractual Services

Equipment Replacement Expense Total:

-	115,000	115,000
-	115,000	115,000

Total Proposed Expenditure Amendments

8,759,282



2022-2024 BIENNIAL BUDGET MID-CYCLE BUDGET UPDATE FISCAL YEAR 2023-24



Mayor

Barry Waite

Mayor Pro-Tem

Bill Uphoff

City Council

James Gazeley

Cindy Segawa

Mark Waronek

City Manager

Ryan Smoot

City Attorney

Trevor Rusin

Asst. City Manager

Gary Sugano

Admin. Services Director

Susan Kamada

City Clerk

Kathleen Gregory

Comm & Econ Director

Brianna Rindge

Public Works Director

Carla Dillon

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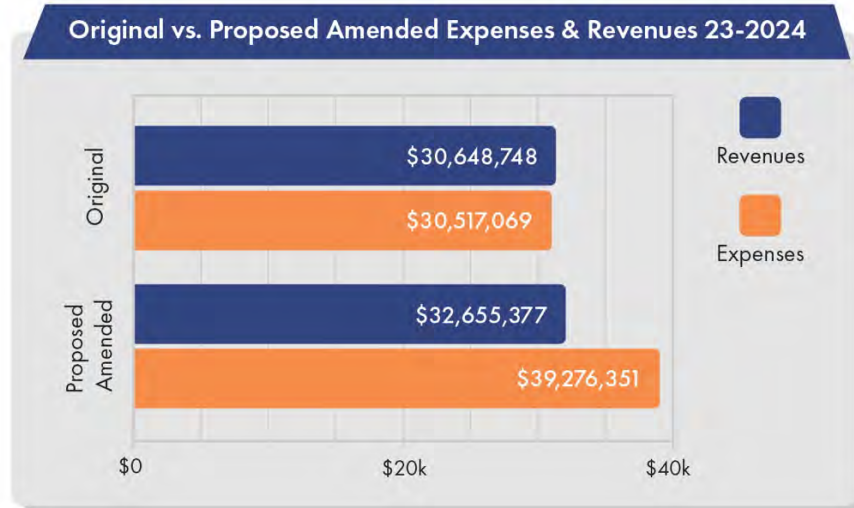
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MID-CYCLE BUDGET OVERVIEW

ALL FUNDS

The City's originally adopted budget was \$30.6 million for Fiscal Year 2023-24. At Mid-Cycle, budgeted spending has increased to \$39.1 million, primarily due to the adjustments to reflect increase costs to utilities, general maintenance, negotiated employee compensation and benefit changes, and the carry-over of capital improvement projects that were not completed in Fiscal Year 2022-23.



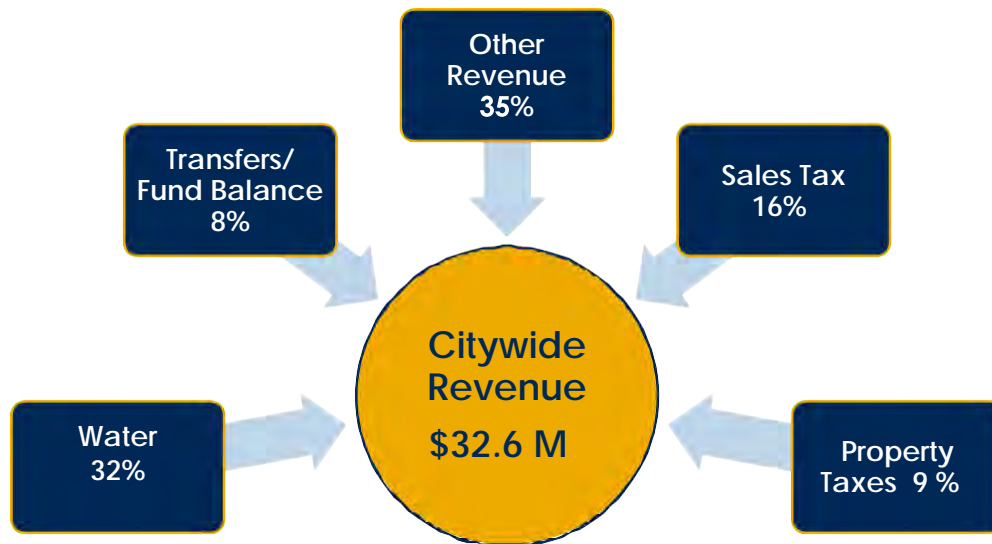
Most of the money budgeted for spending for Fiscal Year 2023-24 will be for operating the Water Utility (18%), Capital Projects (34%), and other special revenue funds (10%). The balance will be for general government services (40%) such as the Sheriff's, City Manager, Finance, City Clerk, and Innovation and Technology.

HOW IS THE MONEY SPENT?



More than 70% of the Fiscal Year 2023-24 spending will be funded with Charges for Services and Taxes. Charges for Services include revenues collected through park rentals, recreation programs, and development fees. The balance of revenue comes from license fees, permit fees, fines, forfeitures, revenues collected from previous years, and other miscellaneous revenue such as interest.

HOW IS THE FISCAL YEAR 2023-24 BUDGET FUNDED?



GENERAL FUND

General Fund Spending

The most complex City fund is the General Fund. It receives most of the City's taxes (such as Property and Sales taxes) and pays for services provided by 19 different departments. Some of the core services paid for using the General Fund are sheriff's, parks, recreation, and street maintenance. The Water Utility of the City has its own distinct revenue sources and are accounted for in Enterprise funds. Total budgeted spending for the General Fund is \$15 million for 2023-24. The Sheriff's contract budget reflects 29% of General Fund spending.

Fiscal Year 2023-2024 General Fund Spending: \$15 Million



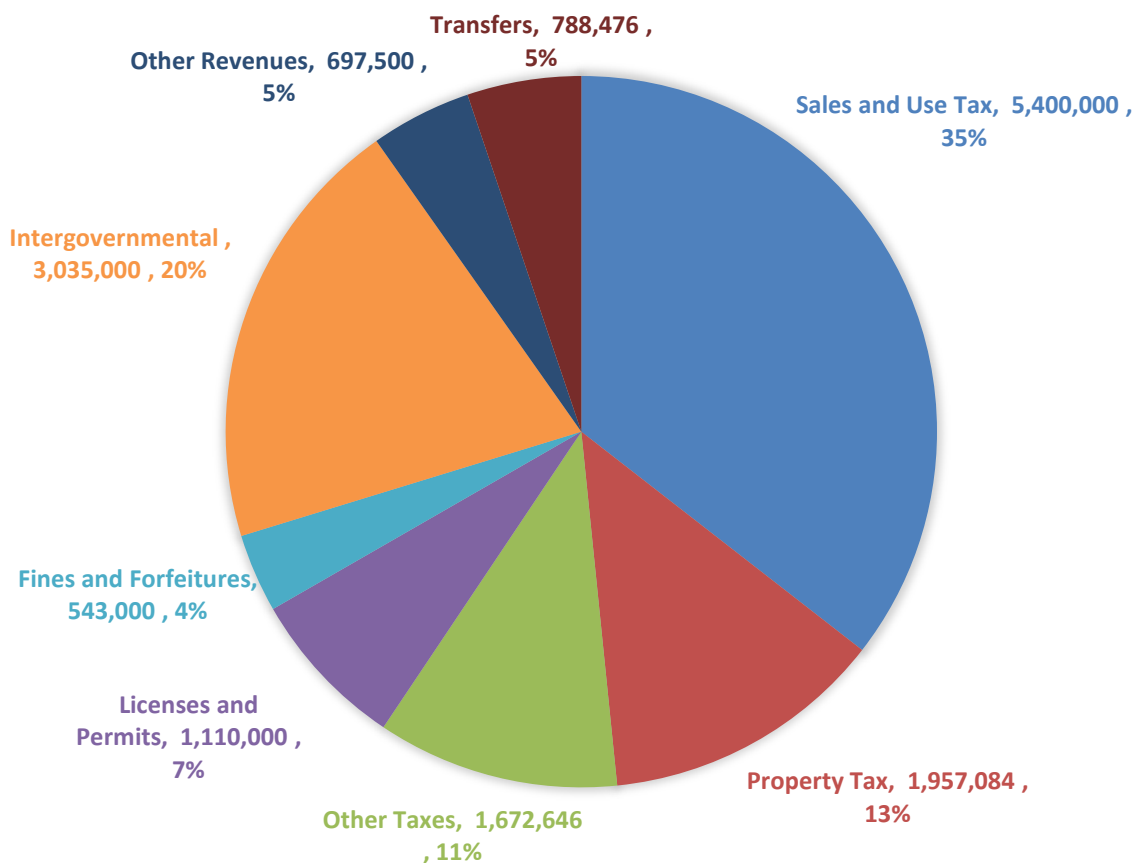
Personnel expenses (comprised of salaries and benefits) make up more than 42% of the budgeted costs for 2023-24. Non-Personnel costs such as public safety (Sheriff's contract) reflect the next largest spending category representing about 29% of the budget. Contract services and supplies represent about 22% of the budget. Equipment purchases, debt service, operating transfers, and other costs such as special program expenditures make up the balance of General Fund spending (7%).

General Fund Revenue

More than 76% of 2023-24 General Fund Spending is funded by Sales and Use taxes (includes Measure L), Vehicle License Fee, Property Tax, Business License Tax, Franchise Tax, Building and Safety Fee, and other taxes and fees.

For FY 2023-24, budgeted (anticipated) General Fund revenue and expenditures are balanced, and General Fund reserves are estimated to be at \$6,074,923 at the end of the FY 2023-24 fiscal year.

FY 2023-24 General Fund Revenue - \$15 Million



CAPITAL IMPROVEMENT PLAN

Based on the City's needs and funding priorities, City staff developed an updated Capital Improvement Plan (CIP) for annual approval by the City Council. Most of the projects in the CIP are related to street improvement, facility enhancements/repairs, and water projects.

Historically the City's proposed CIP budget has had minimal impact on the City's General Fund. In recent years the City has been funding the Street Improvement Fund to fund additional projects as needed. This trend continues for the Mid-Cycle Amended FY 2023-24 CIP Budget. The majority of the funding sources for the proposed CIP are related to special revenue funds such as Gas Tax and Measure R for street repairs, enterprise funds for water projects. Most of these projects are carried over from the prior fiscal year, as these have not been completed yet.

FUNDED CIP PROJECTS FOR FISCAL YEARS 2022-2024 BY PROJECT

Projects	FY 2022-23	FY 2023-24	Total
Street Reconstruction	1,154,682	2,747,000	3,901,682
ADA Projects	14,000	250,000	264,000
Downtown Lomita Stormwater	23,500	174,000	197,500
Traffic Calming	120,000	-	120,000
Sidewalk Imp	250,000	250,000	500,000
Emergency Generator	110,000	-	110,000
Appian Way Roof	50,000	63,674	113,674
CWPF Project	2,500,000	-	2,500,000
Annual Aged Pipeline R&R	20,000	1,136,100	1,156,100
Narbonne South Pipe Replacement	100,000	2,803,623	2,903,623
Second Well	63,135	-	63,135
246 th -247 th -Western	1,364,916	1,864,916	3,229,832
Pipeline Replacement – Other	-	250,000	250,000
Facility Improvement	-	1,504,720	1,504,720
Park Equipment	-	515,000	515,000
Railroad Museum Improvements	5,000	70,000	75,000
Funded CIP Totals	\$57756,233	\$11,629,033	\$17,404,266

In addition to these projects, there are millions of dollars in unfunded CIP needs, which are detailed in the CIP Master Plan.

PERSONNEL DETAIL

There are 51 Full Time positions (FTEs) approved with the FY 2023-24 Mid-Cycle adjustments. This is an increase of 1 FTEs when compared to the final approved positions for the FY 2022-2023 budget. The additional Full Tim position is for the Parking Enforcement division in the City Manager's Department, to oversee the Parking Enforcement Officers.



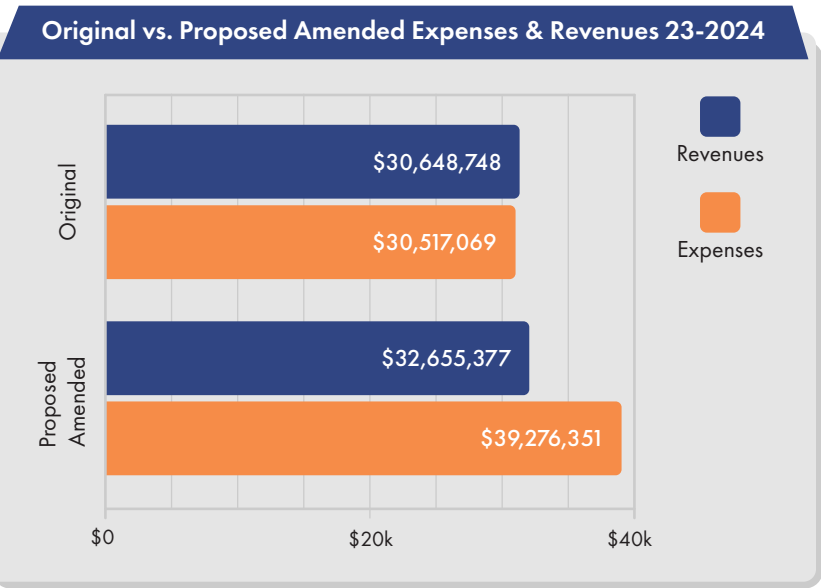
Mid-Cycle FY 22-24 Budget Update

In 2022, the City of Lomita began planning its first two-year budget, moving away from annual budget adoption. As of June 2023, the City finds itself at the mid-cycle point of the budget that spans from 2022 through 2024. Thanks to this new planning strategy, the City is on track to achieve greater continuity of its budget priorities from year to year compared to prior years.

As the City transitions into fiscal year (FY) 23-24 this July, the City's budget will see changes in revenue and expenses, secure funding for capital project expenditures, the improved safety of our local water sources, and a stable City workforce.

Amending the Budget

At mid-cycle, budgeted spending has increased to \$39 million, primarily due to adjustments to reflect utilities cost increases, general maintenance, negotiated employee compensation and benefit changes, and the carryover of capital improvement projects that were not completed in FY 22-23.



For FY 23-24, budgeted, or anticipated, General Fund revenue and expenses are balanced. General Fund reserves are estimated to be at \$6,074,923 at the end of FY 23-24.

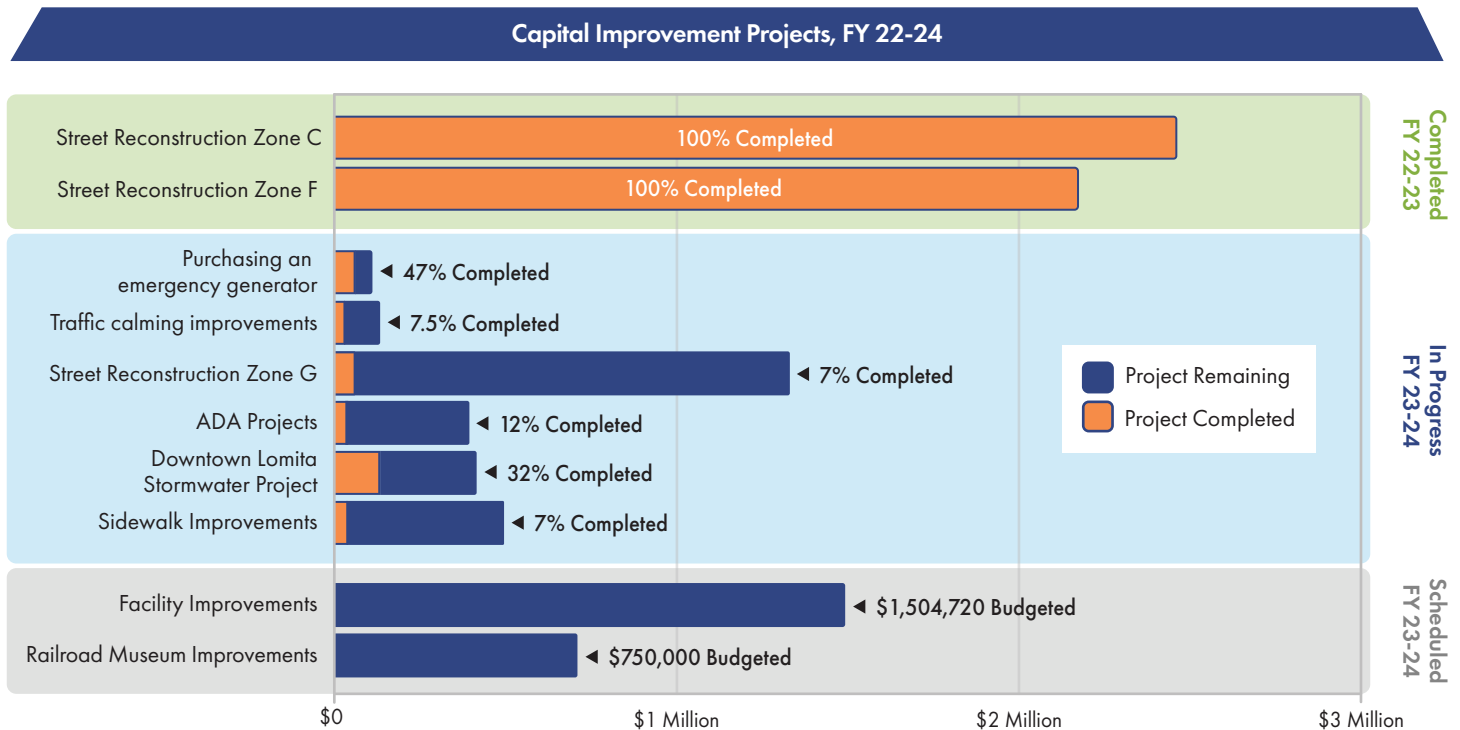
More than 76% of 23-24 General Fund spending is funded by Sales and Use Tax, including Measure L, as well as Vehicle License Fee, Property Tax, Business License Tax, Franchise Tax, Building and Safety Fee, and other taxes and fees.

Fiscal Year 2023-2024 General Fund Spending: \$15 Million

- Public Safety: **\$5,023,980**
- Recreation & Facilities: **\$1,974,111**
- Community & Economic Development: **\$1,165,786**
- Human Resources Department: **\$915,357**
- Department of the City Manager: **\$993,447**
- Information Technology Department: **\$382,000**
- Finance Department: **\$623,064**
- Public Works, Street & Park Maintenance: **\$1,367,746**
- City Attorney: **\$165,000**
- City Clerk: **\$374,935**
- City Council: **\$60,814**
- Transfers to Other Funds: **\$1,957,466**

Capital Improvement Plan

Based on the funding priorities established by the City Council, City staff developed an updated Capital Improvement Plan (CIP). Most of the projects in the CIP are focused on street improvement, facility enhancements/repairs, and water system improvements. Capital projects represent 50.2% of total amended budgeted city expenses, or a total of \$17,050,263, during this cycle.

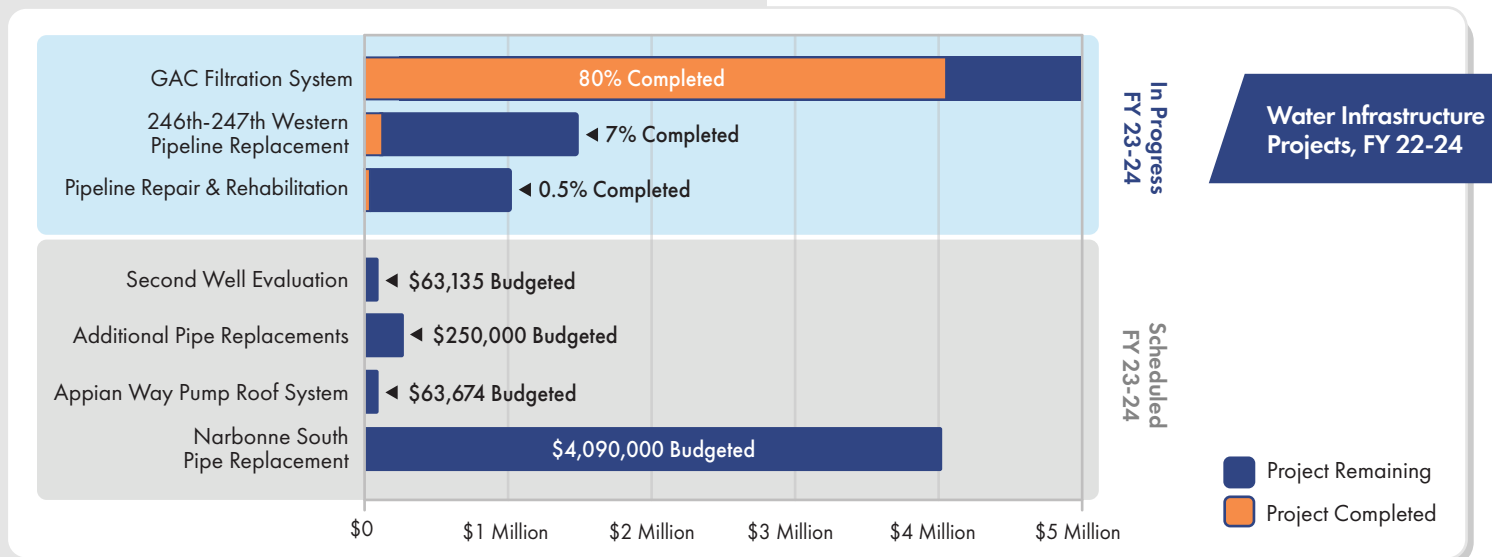


Strengthening Lomita's Water System

Of the \$17,050,263 of the budgeted capital improvement projects, \$6,986,532, or 40.9%, represent water system infrastructure projects. These projects will expand and reinforce Lomita's water infrastructure, enhancing water quality and reliability.

City Staff Update

The City's professional staff deliver the essential services that ensure a great quality of life in Lomita. The City's full time equivalent (FTE) staff count in FY 23-24 will be 51, an increase of one FTE from FY 22-23. The City's personnel costs represent 37% of the City's total budgeted expenses in the upcoming year.



PARKING ENFORCEMENT SUPERVISOR

DEFINITION

Under general supervision, plans, schedules, assigns, trains, leads, and reviews the work of parking enforcement officers; performs administrative support for the parking control program; provides operational assistance to the program manager, performs parking enforcement functions; and performs related duties as assigned.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from assigned management personnel. Exercises direct supervision of Parking Enforcement Officers.

CLASS CHARACTERISTICS

This is a supervisory classification that oversees all Parking Enforcement and exercises independent judgement on parking control activities with accountability and ongoing decision-making responsibilities associated with the work. Incumbents are responsible for planning, scheduling, supervising, training, reviewing, and evaluating the work of subordinate staff.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations where appropriate so qualified employees can perform the essential functions of the job.

- Plans, schedules, assigns, supervises, and reviews the work of parking enforcement staff.
- Trains new parking enforcement officers concerning parking rules and regulations, as well as policies and procedures.
- Assists in selection and promotion; evaluates employee's work and prepares performance evaluations; counsels employees and effectively recommends initial disciplinary action.
- Maintains records pertaining to description of parking enforcement routes, parking code violations, time zone locations, street sweeping, and related matters.
- Maintains accurate records, log sheets, and files; prepares related daily and monthly reports.
- Responds to a variety of the public's inquiries and complaints regarding parking regulation and enforcement activities; receives and investigates complaints from citizens concerning parking enforcement officers.
- Acts as a liaison for the sheriff's department on city-wide parking related working groups, meetings, and organizations.
- Maintains and issues parking enforcement supplies such as citation books, keys, and assigned equipment.
- Reviews, on a daily basis, parking citations issued for accuracy and completeness.
- Maintains proper upkeep of parking enforcement vehicles and equipment.

- Performs field work; assists or supervises officer's duties in the field.
- Prepares information to be sent to municipal court regarding parking code violations; override or dismiss violations when appropriate.
- Observes and complies with City and mandated safety rules, regulations, and protocols.
- Researches and stays abreast of new State, County and local parking laws and regulations.
- Manages contracts (parking management system) and crossing guards and prepare staff reports.
- Communicates with a wide variety of staff (particularly Code Enforcement and Public Works) on field observations that require attention.
- Coordinates parking enforcement with street sweeping services and Code Enforcement as needed.
- Updates the team on Public Works projects (street improvement projects, tree trimming schedules, etc.) that may impact street sweeping and the public right of way.
- Communicates with school officials on arrival/dismissal times, special events, etc. that may impact the vicinity of the schools. Adjust PEO schedules as needed.
- Attends TTAC and other meetings.
- Identifies and implements opportunities for improving service delivery methods and procedures.
- May occasionally perform the duties of Parking Enforcement Officer; Patrol assigned routes, enforce parking and related traffic ordinances, issues citations and writes warnings.
- Performs other duties as assigned.

QUALIFICATIONS

Knowledge of:

- Principles and practices of effective supervision and training techniques.
- Basic laws, rules, ordinances, and regulations governing parking enforcement functions.
- Methods and procedures used in parking enforcement including citation issuance procedures.
- Functions, principles, and practices of law enforcement agencies.
- Departmental operational policies and procedures relevant to assigned areas of responsibility.
- Terminology and procedures used in public safety dispatching.
- City geography, maps, streets, and landmarks.
- Basic principles of record keeping; modern office methods and practices, and the operation of common office equipment.
- Principles and practices of data collection and report preparation.
- City and mandated safety rules, regulations, and protocols.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- Modern equipment and communication tools used for business functions and program, project, and task coordination, including computers and software programs relevant to work performed.

Ability to:

- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Supervise, train, and evaluate subordinate personnel.
- Understand and follow verbal and written instructions.
- Explain codes and regulations to vehicle owners, residents, and others.
- Memorize codes, names, street locations, and other information.
- Read and interpret maps and other pertinent documentation.
- Understand and interpret policies, procedures, and standards relevant to work performed.
- Establish and maintain effective working relationships with the public and other City employees.
- Assess situations while remaining calm.
- Maintain accurate records and files.
- Compile and summarize information to prepare accurate, clear, and concise reports.
- Use tact, initiative, prudence, and independent judgment within general policy and procedural guidelines.
- Independently organize work, set priorities, meet critical deadlines, and follow-up on assignments.
- Effectively use computer systems, software applications relevant to work performed, and modern business equipment to perform a variety of work tasks.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Education:

- Possession of a high school diploma or G.E.D. required.

Experience:

- Three (3) years of field experience issuing parking citations and addressing parking regulation issues and one (1) year of supervisory or lead worker experience.

Licenses and Certifications:

- Possession of a valid California Driver's License, to be maintained throughout employment.

PHYSICAL DEMANDS

Work is performed in both office and field environment. Must possess mobility to work in the field; strength, stamina, and mobility to perform light physical work, to operate a motor vehicle and patrol areas of the City; and to operate varied tools and equipment; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone or radio. The job involves fieldwork requiring driving a motor vehicle, sitting, entering and exiting a vehicle frequently, and frequent walking in operational areas to identify problems or hazards. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard, calculator, or hand-held ticketing device, and to operate above-mentioned tools and equipment. Positions in this classification bend, stoop, kneel, reach, and climb to perform work. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 25 pounds.

ENVIRONMENTAL CONDITIONS

Employees work in the field and are exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, road hazards, moving vehicles, vibration, mechanical and/or electrical hazards, and hazardous physical substances and fumes. Employees may interact with upset staff and/or public and private representatives, and contractors in interpreting and enforcing departmental policies and procedures.

CITY OF LOMITA - FISCAL YEAR 2022-2024
SECTION IV - AUTHORIZED FULL TIME POSITIONS AND SALARY SCHEDULES

Department	Position Title	Salary Schedule	F/T
City Manager's Dept.	City Councilmembers	N/A	N/A
	City Manager	N/A	1
	Assistant City Manager	74	1
	City Clerk	52	1
	Recreation & Facilities Manager	53	1
	Recreation Manager	50	1
	Senior Management Analyst	45	1
	Senior Human Resources Analyst	46	1
	Recreation Supervisor	39	1
	Deputy City Clerk	37	1
	Parking Enforcement Supervisor	34	1
	Administrative Analyst	33	1
	Management Assistant	28	0.5
	Administrative Assistant (City Clerk's)	24	1
	Maintenance Worker II	24	1
	Administrative Assistant (Recreation)	24	1
	Maintenance Worker I	20	1
	Total Department		15.5
Administrative Services	Administrative Services Director	69	1
	Senior Accountant	48	1
	Accountant (Payroll)	42	1
	Accounting Technician	27	1
	Accounting Assistant	24	2
	Total Department		6
Community Development	Community & Economic Dev. Director	68	1
	Associate Planner	44	1
	Assistant Planner	36	1
	Code Enforcement Officer II	35	1
	Management Assistant	28	0.5
	Total Department		4.5
Public Works	Public Works Director	70	1
	Senior Civil Engineer	55	1
	Chief Water Operator Manager	52	1
	PW Superintendent - Streets/Trees/Park	52	1
	Associate Engineer	49	1
	Management Analyst	39	1
	Engineering Technician	33	1
	PW Lead Worker Streets & Trees	36	1
	PW Lead Worker Park Maintenance	36	1
	Water Treatment Plant Operator	35	2
	Water Service Technician II	27	4
	Maintenance Worker II	24	4
	Administrative Analyst	33	1
	Water Service Technician I	23	1
	Maintenance Worker I	20	4
	Total Department		25
	Total City		51



CITY OF LOMITA CITY COUNCIL REPORT

Item No. PH 9a

TO: City Council

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: June 6, 2023

SUBJECT: Discussion and Consideration to Adopt a Resolution Approving the City of Lomita's Landscape Maintenance District No. 1 charges for Fiscal Year 2023-2024

RECOMMENDATION

Conduct the required public hearing; and adopt Resolution 2023-14 approving the Landscape Maintenance District No. 1 assessment for FY 2023-24.

BACKGROUND

At its regularly scheduled meeting of May 2, 2023, City Council adopted Resolution No. 2023-10 approving the Engineer's Report for Landscape Maintenance District No. 1 for FY 2023-24, declaring the intent to levy and collect assessments within the Landscape Maintenance District No. 1, and setting a public hearing date of June 6, 2023. On April 18, 2023, the City Council adopted Resolution No. 2023-07 directing the Public Works Director to prepare and file the engineer's report for LMD No. 1. The report is attached.

The total estimated cost of maintaining LMD No. 1 for fiscal year 2023-24, including the maintenance contractor, water, electricity, irrigation maintenance, tree trimming, and miscellaneous clean up and repair is \$28,506.84. The current assessment on the 211 properties is \$55.63 per parcel, for a total of \$11,737.93, leaving a \$16,768.91 shortfall proposed to be funded by the City's General Fund.

The attached resolution would approve the recommended continuation of the assessment of \$55.63 per parcel within LMD No. 1 for fiscal year 2023-24. The assessment will be included on the property tax bill prepared by the County of Los Angeles.

OPTIONS:

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

FISCAL IMPACT

The funds collected within the District will be utilized to maintain the areas incorporated within the District for Fiscal Year 2023-24. The general fund will subsidize the projected shortfall.

ATTACHMENT

1. Resolution

Reviewed by:



Gary Y. Sugano
Assistant City Manager

Approved by:



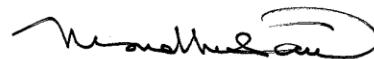
Ryan Smoot
City Manager

Reviewed by:



Carla Dillon, P.E.
Public Works Director

Prepared by:



Mondher Saïed, P.E.
Senior Civil Engineer

RESOLUTION NO. 2023-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, APPROVING THE CITY OF LOMITA'S LANDSCAPE MAINTENANCE DISTRICT NO. 1 CHARGES FOR FISCAL YEAR 2023-24

SECTION 1. Recitals.

- A. In 1979, the City Council created Lomita Landscape Maintenance District No. 1, which is located in the southeastern quadrant of the City.
- B. The annual assessment is currently \$55.63 for the purpose of landscape maintenance.
- C. The City Council desires to collect the annual assessment on the County tax roll.
- D. On April 18, 2023, the City Council adopted a resolution directing the Public Works Director/City Engineer to prepare and file a report in accordance with the Landscaping and Lighting Act of the Streets and Highway Code of the State of California.
- E. The Public Works Director/City Engineer (the designated Engineer) in accordance with Section 22623 of the Act and provisions of the Municipal Code prepared and filed with the City Clerk an Engineer's Report for the Fiscal Year 2023-24 and said report was presented to the City Council on May 2, 2023, and is attached hereto as **Exhibit A** (Engineer's Report). The report contains a full and detailed description of the improvements, the boundaries of the assessment district, and the proposed assessments upon assessable lots and parcels of land within the district.
- F. On May 2, 2023, the City Council adopted a resolution approving the Engineer's Report and declaring the intention of the City Council to levy and collect assessments within the Lomita Landscape Maintenance District No. 1, for the fiscal year commencing July 1, 2023, to and ending June 30, 2024.
- G. On June 6, 2023, a duly noticed public hearing was held relating to the continued collection of the assessment on the tax rolls, at which time the City Council heard and considered public comment.
- H. The City Council has examined and reviewed the Engineer's Report, and is satisfied with the description of the District, the improvements identified therein, each of the budget items and documents, and is satisfied that the proposed assessments and charges have been spread proportionately in accordance with the special benefit each property receives from the

improvements, operation, maintenance and services to be performed, as set forth in said Engineer's Report or as modified by Council action and incorporated herein.

- I. A majority protest on the continuation of the annual assessment has not been filed.

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

SECTION 2. In accordance with California Streets and Highways Code Section 22631, the boundary diagram of the Engineer's Report showing assessable lots and parcels of land within the district is hereby confirmed and ordered to be filed in the Office of the City Clerk as a permanent record and to remain open to public inspection.

SECTION 3. In accordance with the California Streets and Highways Code Section 22631, the City Council considered the Engineer's Report and after such consideration, the City Council hereby confirms the assessment of \$55.63 for each of the 211 parcels described in said report, for a total FY 2023-24 assessment amount of \$11,737.93.

SECTION 4. For all parcels designated in the Report, the assessment shall be collected by the County of Los Angeles Tax Collector, at the same time and in the same manner as property taxes, together with the City and County property taxes and shall constitute an assessment on the parcels from which it is due.

SECTION 5. The City Clerk shall certify to the adoption of this Resolution and, in accordance with California Streets and Highways Code Section 22641, immediately file the diagram and assessment, or a certified copy thereof, with the County of Los Angeles Tax Collector.

[SIGNATURES ON THE FOLLOWING PAGE]

PASSED, APPROVED AND ADOPTED this 6th day of June 2023.

Barry Waite, Mayor

ATTEST:

Kathleen Horn Gregory, CMC, City Clerk

APPROVED AS TO FORM:

Trevor Rusin, City Attorney



CITY OF LOMITA

ENGINEER'S REPORT PROPOSED ASSESSMENT

FOR

LANDSCAPE MAINTENANCE DISTRICT NO. 1 TRACT 25201 (ROLLING RANCHOS) COMMENCING FISCAL YEAR 2023/2024

INTENT MEETING: May 2, 2023

PUBLIC HEARING: June 6, 2023

Prepared By:

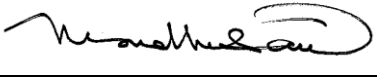
Mondher Saïed, P.E.
SENIOR CIVIL ENGINEER

Affidavit for the Engineer's Report

CITY OF LOMITA
LANDSCAPE MAINTENANCE DISTRICT NO.: 1
Tract 25201 (Rolling Ranchos)
Fiscal Year 2023/2024

This Report and the enclosed budget, assessments, diagram and descriptions outline the assessments to be levied for properties within the City of Lomita Landscape Maintenance District No.: 1, incorporating Tract 25201 (Rolling Ranchos) for Fiscal Year 2023/2024, pursuant to a resolution of the City Council as amended based on the majority protest proceedings for a proposed assessment increase. Reference is hereby made to the Los Angeles County Assessor's maps for a detailed description of the lines and dimensions of parcels within Landscape Maintenance District No. 1, Tract 25201 (Rolling Ranchos). The undersigned respectfully submits the enclosed Report as directed and amended by the City Council and pursuant to the provisions of the Landscaping and Lighting Act of 1972, being Part 2 of Division 15 of the California Streets and Highways Code, commencing with Section 22500.

Dated this 2nd day of May 2023

Prepared By: 

Mondher Saïed, P.E.
Senior Civil Engineer

Introduction

The purpose of this Engineer's Report (hereinafter referred to as the "Report") is to set forth the engineering analysis and findings for the annual levy of assessments for the City of Lomita Landscape Maintenance District No.: 1 (hereinafter referred to as the "District"), for Fiscal Year 2023/2024, pursuant to the provisions of the Landscaping and Lighting Act of 1972, being Part 2 of Division 15 of the California Streets and Highways Code, commencing with Section 22500 (hereafter referred to as the "1972 Act"), and in compliance with the provisions of the California State Constitution Article XIIID (hereafter referred to as the "California Constitution").

This Report has been prepared pursuant to the order of the City Council of the City of Lomita (hereinafter referred to as the "City") for the annual levy of assessments for the District in accordance with Chapter 3, Section 22622 of the 1972 Act. The District was originally formed in 1979 and the City has annually levied assessments on properties within the District for the purpose of funding the annual maintenance, operation and servicing of the parkway landscaping and trail along the north side of Palos Verdes Drive North, that was installed in connection with and immediately adjacent to the residential development identified as Tract 25201 (Rolling Ranchos) which comprises all properties within the District.

As a result, this Report addresses the proposed assessment for Fiscal Year 2023/2024 based on an estimate of the current annual cost for the City to provide such improvements for the benefit of properties within the District. These annual costs and the resulting proposed assessment rate described herein, includes the estimated expenditures, revenues and fund balances that the City has estimated as necessary to properly maintain and service the improvements associated with the District.

The City Council may approve this Report as submitted or amended; and confirm and order the levy and collection of assessments so approved. In such case, the assessments for Fiscal Year 2023/2024 as approved or amended by the City Council shall be submitted to the County Auditor/Controller for inclusion on the property tax roll for each affected parcel.

For the purposes of this Report, the word "parcel" refers to an individual property assigned its own Assessor Parcel Number by the Los Angeles County Assessor's Office. The Los Angeles County Auditor/Controller uses Assessor Parcel Numbers and specific Fund Numbers to identify properties assessed for special benefit assessments on the tax roll.

This report consists of five (5) parts:

Part I

Plans and Specifications: A general description of the District boundaries and the proposed improvements for which parcels are assessed. The parcels within the District are inclusive the residential development identified as Tract 25201 (Rolling Ranchos) and the proposed assessments as outlined in this Report are based on the improvements that provide a special benefit to the properties within the District.

Part II

The Method of Apportionment: A discussion of benefits the improvements and services provide to properties within the District and the method of calculating each property's proportional special benefit and annual assessment. This section also identifies and outlines the Assessment Range Formula that provides for an annual adjustment to the initial maximum assessment rate identified in this Report, thereby establishing set limits on future assessments, but also providing for reasonable cost adjustments due to inflation.

Part III

The Proposed Budgets: An estimate of the annual costs to operate, maintain, and service the landscape improvements and appurtenant facilities. This budget includes an estimate of anticipated annual direct maintenance costs and incidental expenses including, but not limited to labor, materials, equipment and administration expenses as well as the collection of appropriate fund balances necessary to support the improvements for the District. The proposed maximum assessment rate identified in the budget of this Report establishes the proposed new maximum assessment rate for Fiscal Year 2023/2024 and shall be adjusted annually by the Assessment Range Formula described in the method of apportionment.

Part IV

Boundary Diagram: A Diagram showing the exterior boundaries of the District is provided in this Report and includes all parcels determined to receive special benefits from the improvements. Parcel identification, the lines, and dimensions of each lot, parcel, and subdivision of land within the District are shown on the Los Angeles County Assessor's Parcel Maps and shall include any subsequent lot line adjustments or parcel changes therein. Reference is hereby made to the Los Angeles County Assessor's Parcel Maps for a detailed description of the lines and dimensions of each lot and parcel of land within the District. A diagram showing the overall boundaries of the District is on file with the City Clerk and the Lomita Public Works Department, and by reference is made part of this Report.

Part V

Proposed Assessments: A listing of the calculated maximum assessment amount associated with each parcel within the District. The calculated maximum assessment amount described herein constitutes an increase to the previously adopted maximum assessment and this new assessment will be presented to the property owners of record in a ballot proceeding as required pursuant to the provisions of the California Constitution. Said new or increased assessment represents each parcel's calculated proportional amount of the improvement costs proposed commencing in Fiscal Year 2023/2024 based on the estimated net annual cost to maintain and service the improvements as outlined in the budget(s) and method of apportionment contained in this Report.

Part I – Plans and Specifications

Description of the District

In general, the District provides for the continued maintenance, servicing, and operation of the landscape improvements and appurtenant facilities located within the public right-of-way adjacent to the residential development identified as Tract 25201 (Rolling Ranchos) within the City. This residential development and the improvements are located on the north side of Palos Verdes Drive North, generally between Western Avenue (on the east) and Rolling Vista Drive (on the west). The properties within the District include two hundred and eleven (211) Single-Family Residential properties identified on all or a portion of Book **7549** Pages **01** through **05** of the Los Angeles County Assessor's Parcel Maps.

Improvements and Services

Improvements and Services Authorized by the 1972 Act

As generally defined by the 1972 Act and may be applicable to this Districts as well as the Consolidated District, the improvements and associated assessments may include one or more of the following:

- The installation or planting of landscaping;
- The installation or construction of statuary, fountains, and other ornamental structures and facilities;
- The installation or construction of public lighting facilities including, but not limited to streetlights and traffic signals;
- The installation or construction of any facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing thereof;

The installation of park or recreational improvements, including, but not limited to, all of the following:

- Land preparation, such as grading, leveling, cutting, and filling, sod, landscaping, irrigation systems, sidewalks, and drainage.
- Lights, playground equipment, play courts, and public restrooms.
- The acquisition of land for park, recreational, or open-space purposes or any existing improvement otherwise authorized pursuant to this section.

The maintenance or servicing, of any of the foregoing including the furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement including but not limited to:

- Repair, removal, or replacement of all or any part of any improvements;
- Grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities;
- Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury;
- The removal of trimmings, rubbish, debris, and other solid waste;
- The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti;
- Electric current or energy, gas, or other illuminating agent for any public lighting facilities or for the lighting or operation of any other improvements;
- Water for the irrigation of any landscaping, the operation of any fountains, or the maintenance of any other improvements.

Incidental expenses associated with the improvements including, but not limited to:

- The costs of the report preparation, including plans, specifications, estimates, diagram, and assessment;
- The costs of printing and advertising, and publishing, posting and mailing of notices;
- Compensation payable to the County for collection of assessments;
- Compensation of any engineer or attorney employed to render services;
- Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements;
- Costs associated with any elections held for the approval of a new or increased assessment.

Description of the Improvements

Generally, the District was established to ensure the ongoing maintenance, operation, servicing of the landscape improvements, trails (pathways), appurtenant improvements, and facilities within the public right-of-way on the north side of Palos Verdes Drive North. The construction and installation of the path within this right-of-way was financed by a state grant in conjunction with the City of Rolling Hills Estates and the landscaping and irrigation system was constructed by force account utilizing City and California Conservation Corps personnel. Originally, the annual assessments for properties within the District were established to fully fund the annual maintenance and servicing of these improvements, but over time the annual assessment revenues no longer support the full maintenance of these improvements and over time, it has been necessary for the City to utilize increasingly more General Fund revenues to support the cost of these improvements.

The maintenance and servicing of the improvements generally includes, but is not limited to all materials, equipment, utilities, labor and incidental expenses required for the annual operation and maintenance of such improvements, as well as the

performance of periodic repairs and replacement as needed to provide for the proper operation and functioning of the sidewalk and pathway as well as the growth, health, and appearance of landscaping and trees. The improvements for the District include, but are not limited to:

- Approximately 48,000 square feet of irrigated landscaping and trees on the north side of Palos Verdes Drive North adjacent to the southern boundary of Tract 25201 (A distance of approximately 1,600 Linear Feet); and,
- Approximately 20,640 square feet of trails and sidewalks on the north side of Palos Verdes Drive North adjacent to the southern boundary of Tract 25201; and,
- Approximately 1,200 square feet of walkway between Palos Verdes Drive North and Via Vera.

Maintenance of the landscape improvements generally includes the furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of the improvements including but not limited to: cultivation, irrigation, trimming and fertilizing of the plant material; treating for disease or injury; weed and vector control; normal repair and servicing of the irrigation system; removal of trimmings, rubbish, debris, and other solid waste; and removal or covering of graffiti on related hardscape surfaces; as well as the performance of periodic repairs and rehabilitation activities (available funding permitting) that are associated with those improvements.

Documentation and maps of the location and extent of the improvements to be maintained by the District are on file at the City of Lomita Public Works Department.

Excluded Improvements

The improvements for the District, exclude the median islands on Palos Verdes Drive North that are also adjacent to Tract 25201 (Rolling Ranchos). The cost of maintaining these median islands were budgeted and paid for by the City as a general benefit and no portion of the cost to maintain these improvements shall be assessed as special benefit to the parcels within the District. Improvements located on private property including any landscaping or fences are the responsibility of those individual property owners and are not maintained by this District.

Part II – Method of Apportionment

The 1972 Act permits the establishment of assessment districts by agencies for providing certain public improvements, which include the construction, maintenance and servicing of public lights, landscaping, and appurtenant facilities. The 1972 Act further requires that the cost of these improvements be levied according to benefit rather than assessed value:

"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."

The method of apportionment described in this Report for allocation of special benefit assessments utilizes commonly accepted engineering practices and have been established pursuant to the 1972 Act and the provisions of the California Constitution. The formula used for calculating assessments in this District reflects the composition of the parcels, and the improvements and services provided, to fairly apportion the costs based on benefit to each parcel.

Benefit Analysis

Each of the proposed improvements, the associated costs, and assessments have been reviewed, identified, and allocated based on special benefit pursuant to the provisions of the 1972 Act and the California Constitution. The improvements to be provided by the District and for which properties will be assessed have been identified as local improvements specifically associated with the properties within Tract 25201. As such, the ongoing operation, servicing, and maintenance of these improvements directly affect those properties. Therefore, it is reasonable to conclude that the annual costs of ensuring the maintenance and operation of the improvements are considered a distinct and special benefit to the residential properties within this development and District.

The method of apportionment (also referred to as the "method of assessment") previously established for this District and summarized herein is based on the premise that each assessed parcel within the District receives special benefits from the improvements, and the desirability and marketability of those properties is enhanced by well-maintained landscaping in close proximity to the properties. As defined by Article XIID, Section 4 of the California Constitution:

"Special benefit means a particular and distinct benefit over and above general benefits conferred on real property located in the District or to the public at large."

The special benefits associated with such landscape improvements may include:

- Enhanced desirability of properties through association with the improvements.
- Improved aesthetic appeal of properties providing a positive representation of the

- area.
- Enhanced adaptation of the urban environment within the natural environment from adequate green space and landscaping.
- Environmental enhancement through improved erosion resistance, dust, and debris control.
- Increased sense of pride in ownership of property within the District resulting from well-maintained improvements associated with the properties.
- Reduced criminal activity and property-related crimes (especially vandalism) against properties in the District through well-maintained surroundings and amenities including abatement of graffiti.
- Enhanced environmental quality of the parcels by moderating temperatures, providing oxygenation and attenuating noise.

The preceding special benefits contribute to the overall aesthetic value and desirability of each of the assessed parcels and thereby provide a special enhancement to those properties. Furthermore, it has been determined that the lack of funding to property service and maintain such improvements would likely have a direct negative impact on those properties.

General Benefit

In reviewing the improvements and the proximity of those improvements to properties within the District as well as adjacent properties outside of the boundaries of the District, and the reasons for installing and constructing such improvements; it is apparent that the need to maintain these particular improvements are exclusively a local issue and are directly associated with only the parcels within Tract 25201 (Rolling Ranchos), and the condition of these improvements and the level of service provided will directly affect only those properties.

Although the improvements are within public areas or easements and include amenities that may be available or visible to the public at large, these improvements are not necessarily required nor desired by any properties or developments outside the development. As such, it has been determined that these improvements provide no measurable benefit (special or general) to properties outside the District or to the public at large but are clearly a distinct and special benefit to only properties within the District.

Assessment Methodology

Upon review of the improvements, it has been determined that each of the residential parcels within the District will receive substantially similar and proportional special benefits from the improvements to be provided. As such, the most appropriate apportionment of maintenance costs and special benefit is an equal per parcel distribution. This method of apportionment is used to proportionately allocate the net annual cost of the improvements (special benefit) to each parcel. The total amount to be levied in the District is shared and assessed equally to each benefiting parcel.

The following formula is used to arrive at the levy amount for each parcel within the District.

$$\frac{\text{Total Balance to Levy}}{\text{Total Assessable Parcels}} = \text{Parcel Levy Amount}$$

The preceding benefit formula appropriately reflects the composition of the parcels within the District and the improvements and services to be provided and fairly apportion the costs based on the special benefits to each assessable parcel. Dedicated public easements or rights-of-ways that are part of the District improvements; or utility rights-of-way, common areas, sliver parcels and bifurcated lots or any other property that cannot be developed; receive no special benefit from District improvements and are not assessed.

Part III – Proposed Budget

The following budget outlines the City's estimate of anticipated expenditures, revenues and fund balances to provide annual maintenance and operation of the District improvements within the revenues available from the assessments and the City's planned contribution of funds to the District. The maximum assessment rate established for the District is based on the budget information presented herein and shall be used to calculate each parcel's proportional assessment obligation in accordance with the method of apportionment outlined in this Report for Fiscal Year 2023/2024.

The current 2022/2023 lien on the 211 residences is \$55.63 per parcel, for a total of \$11,737.93. This total consists of utilities, landscape maintenance services, irrigation maintenance, administration, and assessor's fees. An estimated \$11,241.16 contribution from the City is required to maintain assessments at the current levy of \$55.63. The Engineer's report indicates an assessment of \$55.63 per parcel for 2023/2024, as determined from the following information:

Contract costs and City services for landscape maintenance services (\$21,010.09); utility costs for water and electricity (\$6,598.75); administration costs (\$898.00) for the 2023/2024 fiscal year. The total service cost is \$28,506.84.

The District has had shortfalls from the prior three years (FY 2020-21, FY 2021-22, FY 2022-23) in the sum of \$28,915.57 and the City subsidized The District. The City subsidy to the District for 2023/24 will be \$16,768.91.

Assessment Calculation

Assessment = [(Contract Services + Utilities + Irrigation Maintenance + Administration and Assessor's Fee - Reserves + City Contribution)] / Number of Parcels.

Contract and City Services (+)	\$ 21,010.09
Utilities (+)	\$ 6,598.75
Administration & Assessor's Fee (+)	\$ 898.00
<hr/>	
Sum Total =	\$ 28,506.84
Less Reserves (-)	\$ -
City Contribution (-)	\$ 16,768.91
<hr/>	
Divided by the Number of Parcels (211) (/)	211
<hr/>	
F.Y. 2023-2024 Assessment Fee = \$ 55.63	

Part IV – Boundary Diagram

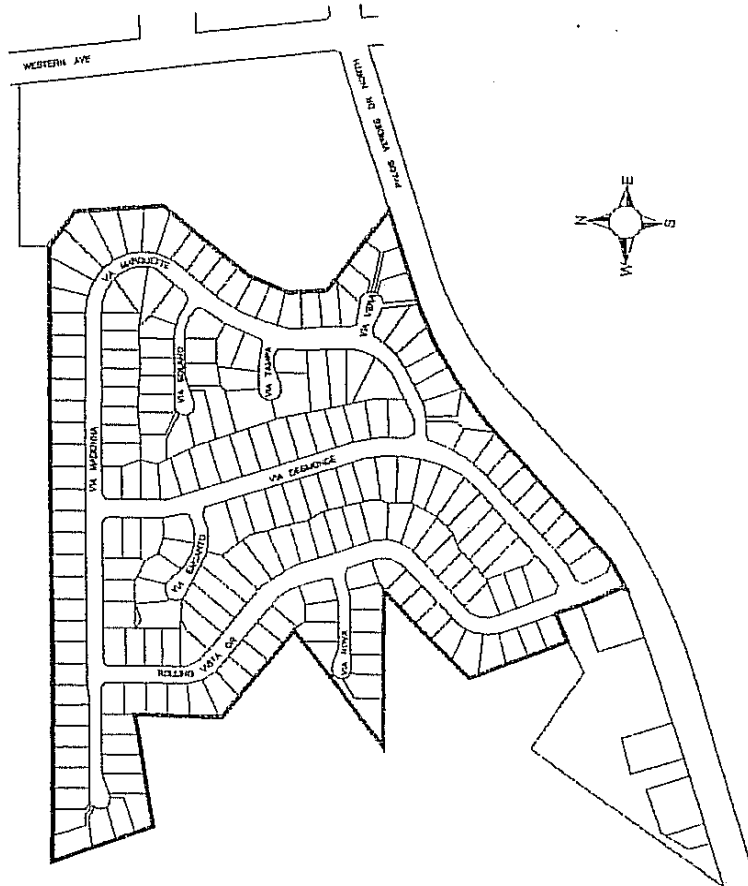
A District Boundary Diagram for the City of Lomita Landscape Maintenance District No.: 1 showing the overall boundaries of the District is provided on the following page. Specific parcel identification, the lines and dimensions of each lot, parcel and subdivision of land within the boundaries of the District shall be inclusive of the corresponding parcels shown on the Los Angeles County Assessor's Parcel Maps as they existed at the time of the passage of the Resolution of Intention, and shall include all subsequent subdivisions, lot line adjustments or parcel changes therein. Reference is hereby made to Part V of this Report for a listing of the parcels within the District that correspond to the Los Angeles County Assessor's maps. Engineer's Report Landscape Maintenance District No. 1, Fiscal Year 2023/2024.

CITY CLERK
CITY OF LOUISIANA

THE LOS ANGELES COUNTY AUDITORS MAY BE SHALL GOVERN FOR ALL
DETAIL CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.

APPENDIX C

LEGEND



Part V – 2023/ 2024 Assessment Roll

Parcel identification, for each lot or parcel within the District, shall be the parcel as shown on the Los Angeles County Assessor Parcel Maps and/or the Los Angeles County Secured Tax Roll for the year in which this Report is prepared. The proposed assessment for each parcel has been prepared in accordance with the assessment rates presented in the budget and the method of apportionment described in this Report.

The assessment information for each parcel as outlined in this Report and confirmed by the City Council shall be submitted to the County Auditor/Controller to be included on the property tax roll for Fiscal Year 2023/2024. If the parcels or assessment numbers referenced by this Report are re-numbered, re-apportioned or changed by the County Assessor's Office after approval of this Report, the new parcel or assessment numbers with the appropriate assessment amount will be submitted to the County Auditor/Controller. If the parcel change made by the County includes a parcel split, parcel merger, or tax status change, the assessment amount submitted on the new parcels will be based on the method of apportionment and assessment rates approved in this Report by the City Council.

Assessed Record No.	Assessor Parcel Number	Description	Maximum Assessment	Proposed Assessment FY 2023/2024
1	7549-009-001	Single-Family Residential	\$55.63	\$55.63
2	7549-009-002	Single-Family Residential	\$55.63	\$55.63
3	7549-009-003	Single-Family Residential	\$55.63	\$55.63
4	7549-009-004	Single-Family Residential	\$55.63	\$55.63
5	7549-009-005	Single-Family Residential	\$55.63	\$55.63
6	7549-009-006	Single-Family Residential	\$55.63	\$55.63
7	7549-009-007	Single-Family Residential	\$55.63	\$55.63
8	7549-009-008	Single-Family Residential	\$55.63	\$55.63
9	7549-009-009	Single-Family Residential	\$55.63	\$55.63
10	7549-009-010	Single-Family Residential	\$55.63	\$55.63
11	7549-009-011	Single-Family Residential	\$55.63	\$55.63
12	7549-009-012	Single-Family Residential	\$55.63	\$55.63
13	7549-009-013	Single-Family Residential	\$55.63	\$55.63
14	7549-009-014	Single-Family Residential	\$55.63	\$55.63
15	7549-009-015	Single-Family Residential	\$55.63	\$55.63
16	7549-009-016	Single-Family Residential	\$55.63	\$55.63
17	7549-009-017	Single-Family Residential	\$55.63	\$55.63
18	7549-009-018	Single-Family Residential	\$55.63	\$55.63
19	7549-009-019	Single-Family Residential	\$55.63	\$55.63
20	7549-009-020	Single-Family Residential	\$55.63	\$55.63
21	7549-009-021	Single-Family Residential	\$55.63	\$55.63
22	7549-010-001	Single-Family Residential	\$55.63	\$55.63
23	7549-010-002	Single-Family Residential	\$55.63	\$55.63
24	7549-010-003	Single-Family Residential	\$55.63	\$55.63
25	7549-010-004	Single-Family Residential	\$55.63	\$55.63
26	7549-010-005	Single-Family Residential	\$55.63	\$55.63

Assessed Record No.	Assessor Parcel Number	Description	Maximum Assessment	Proposed Assessment FY 2023/2024
27	7549-010-006	Single-Family Residential	\$55.63	\$55.63
28	7549-010-007	Single-Family Residential	\$55.63	\$55.63
29	7549-010-008	Single-Family Residential	\$55.63	\$55.63
30	7549-010-009	Single-Family Residential	\$55.63	\$55.63
31	7549-010-010	Single-Family Residential	\$55.63	\$55.63
32	7549-010-011	Single-Family Residential	\$55.63	\$55.63
33	7549-010-012	Single-Family Residential	\$55.63	\$55.63
34	7549-010-013	Single-Family Residential	\$55.63	\$55.63
35	7549-010-014	Single-Family Residential	\$55.63	\$55.63
36	7549-010-015	Single-Family Residential	\$55.63	\$55.63
37	7549-010-016	Single-Family Residential	\$55.63	\$55.63
38	7549-010-017	Single-Family Residential	\$55.63	\$55.63
39	7549-011-001	Single-Family Residential	\$55.63	\$55.63
40	7549-011-002	Single-Family Residential	\$55.63	\$55.63
41	7549-011-003	Single-Family Residential	\$55.63	\$55.63
42	7549-011-004	Single-Family Residential	\$55.63	\$55.63
43	7549-011-005	Single-Family Residential	\$55.63	\$55.63
44	7549-011-006	Single-Family Residential	\$55.63	\$55.63
45	7549-011-007	Single-Family Residential	\$55.63	\$55.63
46	7549-011-008	Single-Family Residential	\$55.63	\$55.63
47	7549-011-009	Single-Family Residential	\$55.63	\$55.63
48	7549-011-010	Single-Family Residential	\$55.63	\$55.63
49	7549-011-011	Single-Family Residential	\$55.63	\$55.63
50	7549-011-012	Single-Family Residential	\$55.63	\$55.63
51	7549-011-013	Single-Family Residential	\$55.63	\$55.63
52	7549-011-014	Single-Family Residential	\$55.63	\$55.63
53	7549-011-015	Single-Family Residential	\$55.63	\$55.63
54	7549-011-016	Single-Family Residential	\$55.63	\$55.63
55	7549-011-017	Single-Family Residential	\$55.63	\$55.63
56	7549-011-018	Single-Family Residential	\$55.63	\$55.63
57	7549-011-019	Single-Family Residential	\$55.63	\$55.63
58	7549-011-020	Single-Family Residential	\$55.63	\$55.63
59	7549-011-021	Single-Family Residential	\$55.63	\$55.63
60	7549-011-022	Single-Family Residential	\$55.63	\$55.63
61	7549-011-023	Single-Family Residential	\$55.63	\$55.63
62	7549-011-024	Single-Family Residential	\$55.63	\$55.63
63	7549-011-025	Single-Family Residential	\$55.63	\$55.63
64	7549-011-026	Single-Family Residential	\$55.63	\$55.63
65	7549-011-027	Single-Family Residential	\$55.63	\$55.63
66	7549-011-028	Single-Family Residential	\$55.63	\$55.63
67	7549-012-001	Single-Family Residential	\$55.63	\$55.63
68	7549-012-002	Single-Family Residential	\$55.63	\$55.63
69	7549-012-003	Single-Family Residential	\$55.63	\$55.63
70	7549-012-004	Single-Family Residential	\$55.63	\$55.63
71	7549-012-005	Single-Family Residential	\$55.63	\$55.63
72	7549-012-006	Single-Family Residential	\$55.63	\$55.63
73	7549-012-007	Single-Family Residential	\$55.63	\$55.63
74	7549-012-008	Single-Family Residential	\$55.63	\$55.63
75	7549-012-009	Single-Family Residential	\$55.63	\$55.63
76	7549-012-010	Single-Family Residential	\$55.63	\$55.63
77	7549-012-011	Single-Family Residential	\$55.63	\$55.63
78	7549-012-012	Single-Family Residential	\$55.63	\$55.63
79	7549-012-013	Single-Family Residential	\$55.63	\$55.63
80	7549-012-014	Single-Family Residential	\$55.63	\$55.63

Assessed Record No.	Assessor Parcel Number	Description	Maximum Assessment	Proposed Assessment FY 2023/2024
81	7549-012-015	Single-Family Residential	\$55.63	\$55.63
82	7549-012-016	Single-Family Residential	\$55.63	\$55.63
83	7549-012-017	Single-Family Residential	\$55.63	\$55.63
84	7549-012-018	Single-Family Residential	\$55.63	\$55.63
85	7549-012-019	Single-Family Residential	\$55.63	\$55.63
86	7549-012-020	Single-Family Residential	\$55.63	\$55.63
87	7549-012-021	Single-Family Residential	\$55.63	\$55.63
88	7549-012-022	Single-Family Residential	\$55.63	\$55.63
89	7549-012-023	Single-Family Residential	\$55.63	\$55.63
90	7549-012-024	Single-Family Residential	\$55.63	\$55.63
91	7549-012-025	Single-Family Residential	\$55.63	\$55.63
92	7549-012-026	Single-Family Residential	\$55.63	\$55.63
93	7549-012-027	Single-Family Residential	\$55.63	\$55.63
94	7549-012-028	Single-Family Residential	\$55.63	\$55.63
95	7549-012-029	Single-Family Residential	\$55.63	\$55.63
96	7549-012-030	Single-Family Residential	\$55.63	\$55.63
97	7549-012-031	Single-Family Residential	\$55.63	\$55.63
98	7549-012-032	Single-Family Residential	\$55.63	\$55.63
99	7549-012-033	Single-Family Residential	\$55.63	\$55.63
100	7549-012-034	Single-Family Residential	\$55.63	\$55.63
101	7549-013-001	Single-Family Residential	\$55.63	\$55.63
102	7549-013-002	Single-Family Residential	\$55.63	\$55.63
103	7549-013-003	Single-Family Residential	\$55.63	\$55.63
104	7549-013-004	Single-Family Residential	\$55.63	\$55.63
105	7549-013-005	Single-Family Residential	\$55.63	\$55.63
106	7549-013-006	Single-Family Residential	\$55.63	\$55.63
107	7549-013-007	Single-Family Residential	\$55.63	\$55.63
108	7549-013-008	Single-Family Residential	\$55.63	\$55.63
109	7549-013-009	Single-Family Residential	\$55.63	\$55.63
110	7549-013-010	Single-Family Residential	\$55.63	\$55.63
111	7549-013-011	Single-Family Residential	\$55.63	\$55.63
112	7549-013-012	Single-Family Residential	\$55.63	\$55.63
113	7549-013-013	Single-Family Residential	\$55.63	\$55.63
114	7549-013-014	Single-Family Residential	\$55.63	\$55.63
115	7549-013-015	Single-Family Residential	\$55.63	\$55.63
116	7549-013-016	Single-Family Residential	\$55.63	\$55.63
117	7549-013-017	Single-Family Residential	\$55.63	\$55.63
118	7549-013-018	Single-Family Residential	\$55.63	\$55.63
119	7549-013-019	Single-Family Residential	\$55.63	\$55.63
120	7549-013-020	Single-Family Residential	\$55.63	\$55.63
121	7549-013-021	Single-Family Residential	\$55.63	\$55.63
122	7549-013-022	Single-Family Residential	\$55.63	\$55.63
123	7549-013-023	Single-Family Residential	\$55.63	\$55.63
124	7549-013-024	Single-Family Residential	\$55.63	\$55.63
125	7549-013-025	Single-Family Residential	\$55.63	\$55.63
126	7549-013-026	Single-Family Residential	\$55.63	\$55.63
127	7549-013-027	Single-Family Residential	\$55.63	\$55.63
128	7549-013-028	Single-Family Residential	\$55.63	\$55.63
129	7549-013-029	Single-Family Residential	\$55.63	\$55.63
130	7549-013-030	Single-Family Residential	\$55.63	\$55.63
131	7549-013-031	Single-Family Residential	\$55.63	\$55.63
132	7549-013-032	Single-Family Residential	\$55.63	\$55.63
133	7549-014-001	Single-Family Residential	\$55.63	\$55.63
134	7549-014-002	Single-Family Residential	\$55.63	\$55.63

Assessed Record No.	Assessor Parcel Number	Description	Maximum Assessment	Proposed Assessment FY 2023/2024
135	7549-014-003	Single-Family Residential	\$55.63	\$55.63
136	7549-014-004	Single-Family Residential	\$55.63	\$55.63
137	7549-014-005	Single-Family Residential	\$55.63	\$55.63
138	7549-014-006	Single-Family Residential	\$55.63	\$55.63
139	7549-014-007	Single-Family Residential	\$55.63	\$55.63
140	7549-014-008	Single-Family Residential	\$55.63	\$55.63
141	7549-014-009	Single-Family Residential	\$55.63	\$55.63
142	7549-014-010	Single-Family Residential	\$55.63	\$55.63
143	7549-014-011	Single-Family Residential	\$55.63	\$55.63
144	7549-014-012	Single-Family Residential	\$55.63	\$55.63
145	7549-014-013	Single-Family Residential	\$55.63	\$55.63
146	7549-014-014	Single-Family Residential	\$55.63	\$55.63
147	7549-014-015	Single-Family Residential	\$55.63	\$55.63
148	7549-014-016	Single-Family Residential	\$55.63	\$55.63
149	7549-014-017	Single-Family Residential	\$55.63	\$55.63
150	7549-014-018	Single-Family Residential	\$55.63	\$55.63
151	7549-014-019	Single-Family Residential	\$55.63	\$55.63
152	7549-014-020	Single-Family Residential	\$55.63	\$55.63
153	7549-014-021	Single-Family Residential	\$55.63	\$55.63
154	7549-014-022	Single-Family Residential	\$55.63	\$55.63
155	7549-014-023	Single-Family Residential	\$55.63	\$55.63
156	7549-014-024	Single-Family Residential	\$55.63	\$55.63
157	7549-014-025	Single-Family Residential	\$55.63	\$55.63
158	7549-014-026	Single-Family Residential	\$55.63	\$55.63
159	7549-014-027	Single-Family Residential	\$55.63	\$55.63
160	7549-014-028	Single-Family Residential	\$55.63	\$55.63
161	7549-014-029	Single-Family Residential	\$55.63	\$55.63
162	7549-014-030	Single-Family Residential	\$55.63	\$55.63
163	7549-015-001	Single-Family Residential	\$55.63	\$55.63
164	7549-015-002	Single-Family Residential	\$55.63	\$55.63
165	7549-015-003	Single-Family Residential	\$55.63	\$55.63
166	7549-015-004	Single-Family Residential	\$55.63	\$55.63
167	7549-015-005	Single-Family Residential	\$55.63	\$55.63
168	7549-015-006	Single-Family Residential	\$55.63	\$55.63
169	7549-015-007	Single-Family Residential	\$55.63	\$55.63
170	7549-015-008	Single-Family Residential	\$55.63	\$55.63
171	7549-015-009	Single-Family Residential	\$55.63	\$55.63
172	7549-015-010	Single-Family Residential	\$55.63	\$55.63
173	7549-015-011	Single-Family Residential	\$55.63	\$55.63
174	7549-015-012	Single-Family Residential	\$55.63	\$55.63
175	7549-015-013	Single-Family Residential	\$55.63	\$55.63
176	7549-015-014	Single-Family Residential	\$55.63	\$55.63
177	7549-015-015	Single-Family Residential	\$55.63	\$55.63
178	7549-015-016	Single-Family Residential	\$55.63	\$55.63
179	7549-015-017	Single-Family Residential	\$55.63	\$55.63
180	7549-015-018	Single-Family Residential	\$55.63	\$55.63
181	7549-015-019	Single-Family Residential	\$55.63	\$55.63
182	7549-015-020	Single-Family Residential	\$55.63	\$55.63
183	7549-015-021	Single-Family Residential	\$55.63	\$55.63
184	7549-015-022	Single-Family Residential	\$55.63	\$55.63
185	7549-015-023	Single-Family Residential	\$55.63	\$55.63
186	7549-015-024	Single-Family Residential	\$55.63	\$55.63
187	7549-015-025	Single-Family Residential	\$55.63	\$55.63
188	7549-015-026	Single-Family Residential	\$55.63	\$55.63

Assessed Record No.	Assessor Parcel Number	Description	Maximum Assessment	Proposed Assessment FY 2023/2024
189	7549-015-027	Single-Family Residential	\$55.63	\$55.63
190	7549-015-028	Single-Family Residential	\$55.63	\$55.63
191	7549-015-029	Single-Family Residential	\$55.63	\$55.63
192	7549-015-030	Single-Family Residential	\$55.63	\$55.63
193	7549-015-031	Single-Family Residential	\$55.63	\$55.63
194	7549-015-032	Single-Family Residential	\$55.63	\$55.63
195	7549-015-033	Single-Family Residential	\$55.63	\$55.63
196	7549-015-034	Single-Family Residential	\$55.63	\$55.63
197	7549-015-035	Single-Family Residential	\$55.63	\$55.63
198	7549-015-036	Single-Family Residential	\$55.63	\$55.63
199	7549-015-037	Single-Family Residential	\$55.63	\$55.63
200	7549-015-038	Single-Family Residential	\$55.63	\$55.63
201	7549-015-039	Single-Family Residential	\$55.63	\$55.63
202	7549-015-040	Single-Family Residential	\$55.63	\$55.63
203	7549-015-041	Single-Family Residential	\$55.63	\$55.63
204	7549-015-042	Single-Family Residential	\$55.63	\$55.63
205	7549-015-043	Single-Family Residential	\$55.63	\$55.63
206	7549-015-044	Single-Family Residential	\$55.63	\$55.63
207	7549-016-001	Single-Family Residential	\$55.63	\$55.63
208	7549-016-002	Single-Family Residential	\$55.63	\$55.63
209	7549-016-003	Single-Family Residential	\$55.63	\$55.63
210	7549-016-004	Single-Family Residential	\$55.63	\$55.63
211	7549-016-005	Single-Family Residential	\$55.63	\$55.63
Total			\$11,737.93	\$11,737.93



CITY OF LOMITA CITY COUNCIL REPORT

TO: City Council **Item No. PH 9b**

FROM: Ryan Smoot, City Manager

PREPARED BY: Laura MacMorran, Associate Planner

MEETING DATE: June 6, 2023

SUBJECT: Discussion and Consideration of Zoning Text Amendment No. 2023-06, an Ordinance Amending Lomita Municipal Code Title XI (Planning and Zoning) Modifying Accessory Dwelling Unit (ADU) Regulations

RECOMMENDATION

After the City Attorney reads the title of the ordinance, accept the recommendation of the Planning Commission and introduce on first reading an ordinance amending Lomita's Municipal Code Section 11-1.30.06, find the project is statutorily exempt from the California Environmental Quality Act, and direct staff to schedule the second reading and adoption of the ordinance.

BACKGROUND

On January 1, 2023, the State's most recent amendments to the ADU law became effective. The amendments increased a detached ADU's maximum allowable height. Per California Government Code Section 65852.2(a)(6), when a local jurisdiction's existing ordinance does not align with the State's standards, the local ordinance is null and void, and replaced with the standards found in the State's subdivision. In order to restore beneficial Lomita-specific standards, the City must adopt an updated ordinance.

SUMMARY OF THE PROPOSED ZONE TEXT AMENDMENT

This ordinance (Attachment 1) carries forth the following:

- Replaces the out-of-date height requirements with the current State height requirements;
- Restores the City's 27' height standard when an ADU is built within the primary dwelling unit's setbacks while ensuring the height variation permit process is

applicable (this provision encourages the use of air space, and thereby provides more space for landscaping, parking, open space, and other ground-level uses);

- Resolves the conflict prohibiting ‘written notice or posting a placard’ when an ADU replaces garage, as well as the construction notice provision;
- Reestablishes the 1,000 ft² maximum ADU size, rather than the State’s default 1,200 ft² provision; and
- Refers owner occupancy requirements to State code, as the State is slated to adopt a bill amending these requirements (referring to State code will ensure City compliance in the future).

ANALYSIS

The amendment is consistent with the General Plan’s Housing Element Program 6 and “shall not be considered to exceed the allowable density” per California Government Code Sec.65852.2(a)(10). In addition, it promotes an orderly pattern of development (Land Use Policy) as optional city-form-based standards encourage designs that preserve setbacks and open space. The Planning Commission staff report (Attachment 3) provides further analysis of height, unit size, and pending state changes to owner-occupancy requirements.

CEQA

The City Council finds that adoption of this Ordinance is not subject to CEQA pursuant to California Public Resources Code (CPRC) 21080.17. The California Environmental Quality Act (CEQA) does not apply to the adoption of an ordinance by a city or county implementing the provisions of Section 65852.2 of the Government Code, which is the code section for the State’s Accessory Dwelling Unit law.

PUBLIC NOTICE

Notice of this hearing was published in the Daily Breeze Newspaper on May 25, 2023, and posted at City Hall and Lomita Park.

OPTIONS:

1. Introduce the ordinance on the first reading and schedule the second reading for June 20, 2023.
2. Introduce the ordinance on the first reading with amendments and schedule the second reading for June 20, 2023.
3. Provide staff alternative direction.

ATTACHMENTS

1. Draft ordinance
2. Planning Commission Resolution 2023-13 with ordinance redline

3. Planning Commission staff report
4. Notice of Exemption

Reviewed by:

Gary Sugano

Gary Y. Sugano
Assistant City Manager

Approved by:

Ryan Smoot

Ryan Smoot
City Manager

Reviewed by:

Brianna Rindge

Brianna Rindge, AICP
Community & Economic Development Director

Prepared by:

Laura MacMorran

Laura MacMorran
Associate Planner

ORDINANCE NO. 854

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, AMENDING LOMITA MUNICIPAL CODE TITLE XI (PLANNING AND ZONING), CHAPTER 1 (ZONING), REVISING THE CITY'S REGULATIONS FOR ACCESSORY DWELLING UNITS TO COMPLY WITH STATE LEGISLATION AND REESTABLISH CITY STANDARDS AND A DETERMINATION THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

Section 1. Recitals.

- A. An existing ordinance addressing accessory dwelling units and junior accessory dwelling units is codified in Title XI of the Lomita Municipal Code.
- B. The City desires to amend Title XI of the Lomita Municipal Code to amend its accessory dwelling unit regulations as necessary to bring them into compliance with Government Code Sections 65852.2 and 65852.22 while retaining local control to the maximum extent permitted under these state law provisions.
- C. Government Code Section 65852.2(a)(1)(B) authorizes cities to impose standards on accessory dwelling units in conformance with state law that include, but are not limited to, parking, height, setback, landscape, architectural review, maximum unit size, and standards that prevent adverse impacts on any real property that is listed in the California Register of Historic Resources.
- D. Government Code Section 65852.2(h)(A) provides that the state Department of Housing and Community Development (HCD) is to make findings regarding local agency ordinance compliance with Section 65852.2.
- E. On May 8, 2023, the Planning Commission held a duly noticed public hearing on Zone Text Amendment No. 2023-06 where public testimony was accepted on the item and recommended City Council _____.
- F. On _____ 2023 and _____ 2023, City Council held a duly noticed public hearing to consider the proposed text amendment regarding Accessory Dwelling Units.

Section 2. General Plan

Program 6 requires the City to adopt an amendment to the City's Zoning Code consistent with or less restrictive than State requirements, by spring 2023. This ordinance is consistent with state law and incentivizes better design by allowing an accessory dwelling

unit to have the same height as the principal dwelling unit when meeting the zoning district's principal dwelling unit setbacks.

Section 3. Environmental Review

The City Council finds and determines that the adoption of an ordinance regarding Accessory Dwelling Units (ADUs) in a single-family or multifamily residential zone to implement the provisions of Government Code Sections 65852.2 is exempt from CEQA review pursuant to Public Resources Code Section 21080.17. Therefore, this ordinance does not require any environmental review under CEQA.

THE CITY COUNCIL OF THE CITY OF LOMITA HEREBY ORDAINS AS FOLLOWS:

Section 4. Zoning Amendments

Based on the foregoing, the City Council hereby approves the following amendments to the Lomita Municipal Code:

- A. Section 11-1.30.02 of Title XI of the Lomita Municipal Code is amended to read as follows:

“

Development Standard	Zone			
	A-1 (8)	R-1(8)	RVD (Residential Variable Density)	RPD (Residential Planned Development) (7)(10)
Minimum lot area (square feet) (8)	5,000	5,000	(1)	Varies
Minimum lot width (2)(8)	50'	50'	50'	Varies
Maximum floor area ratio	.60	.60	NA	NA
Dwelling units per acre	8.7	8.7	(1)	(3)
Front yard setback*	20'	20'	20'	20
Corner lot—Secondary front*	10'	10'	10'	10'
Side yard setbacks* (4)(8)	5'	5'	5'	5'

Rear yard setback for principal structure*	20'	20'	20'	15'
Maximum height of principal structure (5)(8)	27'	27'	27'	27'
Maximum height of accessory structures, detached accessory dwelling units and two-unit residential development (6)	16'	16'	16'	NA
Maximum height of accessory dwelling unit complying with the setback requirements of the principal structure (5) (9)	<u>27'Varies</u>	<u>27'Varies</u>	<u>27'Varies</u>	<u>27'Varies</u>
Minimum rear and side yard setbacks for newly constructed accessory dwelling units not exceeding 16 ft height (5) (9)	4'	4'	4'	NA
Minimum rear and side yard setback accessory structures pursuant to	3'	3'	3'	3'

Sec. 11-1.30.05				
Notes:				
*	Modifications to yard setbacks subject to the provisions for "Modifications" (Sec. 11-1.70.08) and "Site Plan Review" (Sec. 11-1.70.07).			
(1)	The RVD zone has multiple density levels and the allowable densities are dictated by the number following the zoning symbol as indicated on the City of Lomita Zoning Map (e.g., RVD-1,500: 1 unit per 1,500 square feet and 29.04 du/acre).			
(2)	50' of frontage must be on a dedicated public street. A lot fronting a turnaround portion of a cul-de-sac may be 40' wide. Modification subject to development standards and requirements applicable to Sec. 11-1.30.15 for urban lot split and Sec. 11-1.30.16 for two-unit residential development.			
(3)	Density subject to the general plan designation of the subject property as follows: Low Density – 5.8 to 10.89 Medium Density – 10.90 to 19.8			
(4)	Setback equals ten percent of the lot width, but not less than three feet and need not exceed five feet.			
(5)	Residential properties located south of Pacific Coast Highway shall be limited to 16', and no more than one story, in height unless a height variation permit is granted. Section 11-1.30.12 Section 11-1.70.11.			
(6)	Accessory structures, accessory dwelling and new dwelling units subject to Sec. 11-1.30.16 are limited to one story.			
(7)	Refer to Section 11-1.30.14 for additional requirements.			
(8)	Refer to Section 11-1.30.15 for development standards applicable to Urban Lot Splits; Refer to Section 11-1.30.16 for development standards applicable to two-unit residential development; Section 11-1.30.17 for Planned Residential Development.			
(9)	Refer to Section 11-1.30.06 for development standards applicable to Accessory Dwelling Units and Junior Accessory Dwelling Units			
(10)	Refer to Section 11-1.30.17 for development standards applicable to Planned Residential Developments. The number of dwelling units per acre may be increased up to 10.89 for a Planned Residential Development.			

B. Section 11-1.30.06 of Title XI of the Lomita Municipal Code is amended to read as follows:

(A) Purpose.

- (1) The purpose of this Section is to provide for the creation of Accessory Dwelling Units and Junior Accessory Dwelling Units consistent with Section 65852.2 of the Government Code, as amended from time to time. In any instance where there is conflict, State law shall govern.

(B) Definitions.

- (1) "Accessory dwelling unit/ ADU" has the same meaning as that stated in Government Code Section 65852.2 as that section may be amended from time to time.
- (2) "Attached ADU" means an ADU that shares at least one common wall with the primary dwelling unit.
- (3) "Converted ADU" means an ADU that is constructed within all or a portion of the legally permitted existing interior space of an accessory structure or within all or a portion of the permitted existing interior space of a dwelling structure, including bedrooms, attached garages, and storage areas.
- (4) "Detached ADU" means an ADU that is physically separated from, but located on the same lot as, a primary dwelling structure.
- (5) "Existing". A structure is "existing" if it was legally constructed, and the construction has passed all required final inspections.
- (6) "Junior accessory dwelling unit/ JADU" shall have same meaning as that stated in Government Code Section 65852.22(h)(1) as that section may be amended from time to time.
- (7) "Public transit" has the same meaning as that stated in Government Code Section 65852.2 as that section may be amended from time to time.
- (8) "Floor area" of an accessory dwelling unit means, for the purpose of this chapter, the area of each floor level included within the walls enclosing each dwelling unit. The floor area shall be measured from the outside face of the walls enclosing each dwelling unit including all closet space and storage areas contained within the unit, including habitable basements and attics, but not including unenclosed porches, balconies, or any enclosed garages or carports. For purposes of calculating allowable floor area of accessory dwelling units based on a proportion of the size of the primary residence, only the livable floor area of the primary residence shall be counted. The floor area of any other structures, for purposes of calculating total floor area, lot coverage, or other calculations, shall be calculated in the manner described in the relevant zoning regulations.

(C) Applicability and Permissible Use.

- (1) Accessory Dwelling Units Required by State Law. Accessory dwelling units required by State law are allowed on lots located within a residential or mixed-use zone as provided in Section 65852.2(e) of the Government Code, in compliance with all applicable provisions of subsection (E) of this Section, Development Standards and Requirements, except for those provisions which do not allow an accessory dwelling unit otherwise in compliance with Section 65852.2(e) of the Government Code. An accessory dwelling unit pursuant to Section 65852.2(e)(1)(B) of the Government Code shall be limited to a maximum floor area size of eight hundred (800) square feet and a maximum height of sixteen (16) feet. The combination of accessory dwelling unit categories set forth in Section 65852.2(e)(A) through (D) of the Government Code is prohibited.
- (2) Applications for accessory dwelling units and junior accessory dwelling units shall be reviewed within sixty (60) days from the date the city receives a complete application if there is an existing single-family or multifamily dwelling on the lot. If the application to create an accessory dwelling unit or

a junior accessory dwelling unit is submitted with a permit application to create a new single-family dwelling or multifamily dwelling on the lot, the city may delay acting on the application for the accessory dwelling unit or the junior accessory dwelling unit until the city acts on the permit application to create the new single-family dwelling or multifamily dwelling, but the application to create the accessory dwelling unit or junior accessory dwelling unit shall be considered without discretionary review or hearing. If the applicant requests a delay, the 60-day time period shall be tolled for the period of the delay.

- (3) Approval of a permit for the creation of an accessory dwelling unit or junior accessory dwelling unit shall not be conditioned on the correction of nonconforming conditions on the subject property. However, this does not prevent the City from enforcing compliance with applicable building standards in accordance with California Health and Safety Code Section 17980.12.
 - (4) For the purpose of this Section, a structure with two (2) or more attached dwellings on a single lot is considered a multifamily dwelling structure. Multiple detached single-family dwellings on the same lot are not considered multifamily dwellings. A lot with multiple detached single-family dwellings is eligible for creation of one (1) accessory dwelling unit per lot by converting space within the proposed or existing space of a single-family dwelling or existing structure or new construction of a detached accessory dwelling unit.
 - (5) It is prohibited to convert existing floor area or construct an accessory dwelling unit without first obtaining approval and issuance of a building permit. Such permit shall be issued if it is determined that the accessory dwelling unit will conform to the provisions of this Section.
 - (6) Applicant shall pay all applicable development impact fees established by City Council resolution. Accessory dwelling units of less than seven hundred fifty (750) sq. ft. in size shall be exempt from all impact fees. Accessory dwelling units of greater than 750 sq. ft. in size shall be charged impact fees.
- (D) State Exempt Accessory Dwelling Units.
- (1) . All development standards (including but not limited to lot coverage, floor area ratio, required building separation and open space) are reduced solely to the extent necessary to allow either of the following:
 - a. On a lot with a proposed or existing single-family dwelling, one attached or detached ADU that is 800 square feet or less, with a height not exceeding 16 feet, with setbacks of at least 4 feet from the side and rear yards and complies with applicable front yard setbacks.
 - b. Converted detached ADU that does not add more than 150 square feet of floor area for ingress and egress.
 - c. On a lot with an existing multifamily dwelling, up to 2 detached ADUs that are 800 square feet or less and which have a height not exceeding 16 feet, and which comply with setbacks of at least 4 feet from the side and rear yards, and which comply with front yard setbacks.

- d. No more than 25% of the number of the existing units, but at least one unit, shall be permitted as ADUs constructed within the non-livable space and are enclosed on at least three sides (e.g., storage rooms, boiler rooms, attics, basements, or garages) of the existing multifamily dwelling structure provided that applicable building codes are met; Fractions shall be rounded down to the next lower number of dwelling units, except that at least one accessory dwelling unit shall be allowed; Development Standards and Requirements. Accessory dwelling units shall comply with the following development standards and requirements:

(2) Number of Units

- a. For lots with an existing or proposed single-family dwelling, one (1) accessory dwelling unit shall be allowed on a lot.
- b. For lots with an existing or proposed multifamily residential dwelling structure
 - 1. No more than 25% of the number of the existing units, but at least one unit, shall be permitted as ADUs constructed within the non-livable space and are enclosed on at least three sides (e.g., storage rooms, boiler rooms, attics, basements, or garages) of the existing multifamily dwelling structure provided that applicable building codes are met; Fractions shall be rounded down to the next lower number of dwelling units, except that at least one accessory dwelling unit shall be allowed; OR
 - 2. Up to two (2) accessory dwelling units shall be permitted as detached from the multifamily residential structure and may be attached or detached to each other.

(3) Height.

- a. Attached or Detached ADUs complying with a 4-foot side and 4-foot rear setback shall not exceed one story and a height of sixteen (16) feet.
- b. On a lot that is within one-half of one mile walking distance of a major transit stop or a high-quality transit corridor, as those terms are defined in Section 21155 of the Public Resources Code, attached or detached ADUs complying with a 4 foot. side and 4 foot rear setback shall not exceed one story and a height of eighteen (18) feet. A local agency shall also allow an additional two feet in height to accommodate a roof pitch on the accessory dwelling unit that is aligned with the roof pitch of the of the primary dwelling unit.

~~Properties located South of Pacific Coast Highway~~

- ~~1. An accessory dwelling unit attached to the primary dwelling or a detached accessory dwelling unit shall not exceed sixteen (16) feet and shall not exceed one story. Pursuant to [Section 11-1.70.11](#) residential lots south of Pacific Coast Highway shall obtain a height variation permit for new structures or additions over sixteen~~

~~(16) feet in height measured from the natural grade. Converted area from the existing dwelling is exempt from this requirement.~~

- c. On a lot with an existing or proposed multifamily, multistory dwelling, detached ADUs complying with a 4 foot. side and 4 foot rear setback shall not exceed a height of eighteen (18) feet.
- d. A height of 25 feet or the height limitation of in the zoning ordinance that applied to the principal dwelling, whichever is lower, for an accessory dwelling unit that is attached to the principal dwelling. Pursuant to Section 11-1.70.11 residential lots south of Pacific Coast Highway shall obtain a height variation permit for an attached ADU over sixteen (16) feet in height measured from the natural grade. Converted area from the existing dwelling is exempt from this requirement.
- e. An attached or detached accessory dwelling unit(s) complying with the principal structure's setback requirements of the underlying zone shall not exceed sixteen (16) feet at one (1) story and twenty-seven (27) feet at two (2) stories. ADUs shall not exceed two (2) stories.

(4) Setbacks.

- a. Front Yard. Twenty (20) feet to a front property line.
 - 1. Secondary front. Ten (10) feet to property line.
- b. Side Yard. Four (4) feet to a side property line.
- c. Rear Yard. Four (4) feet to a rear property line.
- d. Building Separation. Six (6) feet to the exterior wall of a dwelling, garage, or accessory structure located on the same lot.
- e. Setbacks required by utility easements and recorded setbacks shall be maintained. No portion of an ADU shall be constructed on a public or private easement. Roof eaves may not be eliminated to meet this requirement.
- f. No setback is required for an existing living area or existing accessory structure constructed in the same location and to the same dimensions as an existing structure that is converted to an accessory dwelling unit or to a portion of an accessory dwelling unit.
- g. ADUs are not eligible for modifications to yard setbacks pursuant to Article 70.

(5) Lot Coverage. An accessory dwelling unit exceeding 800 sq. ft. shall comply with the lot coverage and floor area ratio of underlying zone requirements of Article 30.

(6) Useable Open Space. Accessory Dwelling Units exceeding 800 sq. ft. shall provide, at a minimum, a continuous private recreation area of 225 square feet with minimum interior dimensions of 10 feet. The private recreation shall be open and unobstructed from the ground to the sky and may be located within the interior, street side, or rear setback areas.

(7) Floor Area Size.

- a. Maximum Floor Area Size for New Construction Units

1. Attached accessory dwelling units with zero (0) bedrooms or one (1) bedroom are subject to a maximum size of eight hundred fifty (850) square feet or fifty percent (50%) of the size of the dwelling unit, whichever is less. Attached accessory dwelling units with two (2) or more bedrooms are subject to a maximum size of one thousand (1,000) square feet or fifty percent (50%) of the size of the dwelling unit, whichever is less. In no event less than eight hundred (800) square feet. Accessory Dwelling Units located on lots with multifamily dwelling structures shall not exceed eight hundred (800) square feet.
 2. Detached accessory dwelling units with zero (0) bedrooms or one (1) bedroom are subject to a maximum size of eight hundred fifty (850) square feet. The maximum size of an accessory dwelling unit with two (2) or more bedrooms is one thousand (1,000) square feet. Accessory Dwelling Units located on lots with multifamily dwelling structures shall not exceed eight hundred (800) square feet.
- b. Minimum Floor Area Size. An attached or detached accessory dwelling unit shall provide a minimum floor area no less than 150 square feet.
 - c. Converted Floor Area Size. The conversion of an existing accessory structure or a portion of the existing primary dwelling to an accessory dwelling unit is not subject to the maximum floor area size requirement when no expansion or addition is proposed beyond the physical dimensions of the structure or dwelling other than an expansion of not more than one hundred fifty (150) square feet limited to accommodating ingress and egress for the purpose of an accessory dwelling unit; otherwise the converted floor area size shall be governed by the maximum floor area size requirement.
 - d. An accessory dwelling unit shall not be subject to the accessory buildings and structures requirements of Section 11-1.30.05.
 - e. Accessory structures including but not limited to garages and patios attached to Accessory Dwelling Units shall comply with Section 11-1.30.05 – Accessory buildings and structures.
- (8) Floor Area Ratio. In general, the floor area ratio for all ADUs shall be subject to the floor area ratio requirements of Section 11-1.30.02. However, ADUs which are 800 square feet or less are exempt from floor area ratio calculation.
- (9) Density. For purposes of calculating allowable density under the General Plan and Zoning Code an accessory dwelling unit is an accessory use that does not count toward the allowable density for the lot.
- (10) Parking and Vehicular Access.
- a. One (1) parking space is required per accessory dwelling unit.
 - b. Parking shall be located on the same lot containing the accessory dwelling unit and may be provided as tandem parking on a driveway. Parking shall conform to the requirements of Article 66.

- c. Parking for the accessory dwelling unit is waived pursuant to Section 65825.2(d)(1) through (5) of the Government Code.
- d. Replacement parking is not required if a garage or covered parking structure is demolished in conjunction with the construction of an accessory dwelling unit or converted to an accessory dwelling unit

(11) City and Public Utilities.

- a. All ADUs must be connected to public utilities, or their private equivalent, including water, electric, and sewer services. For example, if required by the Building Standards Code, dwelling units that are proposed to be installed on a property with only septic tanks are prohibited.
- b. Except for ADUs created solely by converting an existing single-family dwelling or a single-family accessory structure, the city may require a separate utility connection.

(12) Design Standards applicable to new construction of ADUs exceeding 800 square feet and ADUs converted from existing structures adding more than 150 sq. ft.

- a. Building architecture including roof type, roof pitch, exterior materials, finishes and color shall match the primary dwelling.
- b. Address numerals of all dwelling units shall be clearly visible from the street or displayed in a building directory.
- c. ADUs shall have a main entrance separate from the primary dwelling.
- d. New entry door shall not open directly toward an alley.
- e. Replacement of the garage door shall include a new façade. The new façade shall include a minimum of one window or entryway.
- f. Entryway shall include an exterior light fixture.
- g. Tree Preservation: Any plans for an addition or new construction shall identify the location of any mature trees onsite and provide protective measures to ensure preservation of mature trees. A mature tree is defined as any tree having a main trunk or stem measuring 24 inches in diameter, or 75 inches in circumference, measured at a height of 4 ½ feet above ground level at the root crown. A removal includes moving a tree or removing more than one-third of a tree's vegetation. Sites without an existing mature tree must provide at least two 24-inch box trees within the front yard setback or open space area.

(13) ~~Notice of Construction.~~

- ~~a. At least thirty (30) business days before starting any construction of an Accessory Dwelling Unit, the property owner shall give written notice to all the owners of record of each of the adjacent residential parcels, which notice shall include the following information:~~
 - ~~1. Notice that construction has been authorized~~
 - ~~2. The anticipated start and end dates for construction~~
 - ~~3. The hours of construction~~

- ~~4. Contact information for the project manager (for construction-related complaints)~~
 - ~~5. Contact information for Building Division.~~
 - ~~b. This notice requirement does not confer a right on the noticed persons or on anyone else to comment on the project before permits are issued. Approval is ministerial. This notice requirement is purely to promote neighborhood awareness and expectation.~~
- (14) Owner-Occupancy shall adhere to CA Gov. Code Sec. 65852.2
- ~~a. Effective January 1, 2020, the owner occupancy requirement is waived until January 1, 2025, as provided in State law. The owner-occupant requirement shall not be required for an accessory dwelling unit permitted between January 1, 2020, to December 31, 2024, during which time the owner-occupant requirement is waived as provided in State law. However, if the lot is developed with both an accessory dwelling unit and a junior accessory dwelling unit, the junior accessory dwelling unit is subject to the owner-occupancy requirement.~~
- (15) Covenant Restriction. Prior to issuance of the building permit for an accessory dwelling unit, a covenant restriction, approved by the City Attorney, shall be recorded with the Los Angeles County Recorder's Office, which shall include the pertinent restrictions and limitations of an accessory dwelling unit identified in this Section. Said covenant restriction shall run with the land, and shall be binding upon any future owners, heirs, or assigns. A copy of the recorded covenant restriction shall be filed with the Community Development Department as part of the building permit application. The recorded covenant restriction shall state that:
- ~~a. The accessory dwelling unit shall not be sold, or title transferred separate and apart from the remainder of the property, except as provided in Section 65852.26 of the Government Code; and~~
 - ~~b. The accessory dwelling unit shall be restricted to the floor area and height allowed per the development standards at the time of building permit issuance;~~
 - ~~c. The accessory dwelling unit shall not be operated as a short-term rental or rented for a period less than thirty (30) days; and~~
 - ~~d. The restrictions shall be binding upon any successor in ownership of the property and lack of compliance with this provision may result in legal action against the property owner, including revocation of any right to maintain an accessory dwelling unit on the property.~~
- (15) Illegal Accessory Dwelling Units. This Section shall not validate any existing illegal accessory dwelling units. Any conversions from illegal units to a conforming legal accessory dwelling unit shall be considered a new accessory dwelling unit subject to the provisions of this Section.
- ~~a. Effective January 1, 2020, the property owner of a lot containing an accessory dwelling unit built before January 1, 2020, that receives a notice to correct a violation of building standards may submit an application to the Community Development Department requesting~~

that enforcement of the violation be delayed for up to five (5) years on the basis that correcting the violation is not necessary to protect health and safety as determined by the Building Official; provided, that all other violations not related to the accessory dwelling unit are corrected. This provision shall expire January 1, 2030, as provided in State law.

(E) Junior Accessory Dwelling Units.

(1) Purpose. The purpose of this Section, Junior Accessory Dwelling Units, is to provide for the creation of junior accessory dwelling units consistent with California Government Code Section 65852.22, as amended from time to time. In any instance where there is conflict, State law shall govern.

(2) Definitions.

- a. "Junior accessory dwelling unit" is a unit no more than five hundred (500) square feet in size and contained entirely within a proposed or existing single-family dwelling or within the walls of a garage attached to an existing single-family dwelling. It shall include permanent provisions for living, sleeping, eating, and cooking. A junior accessory dwelling unit shall not be operated as a short-term rental or rented for a period less than thirty (30) days.

(3) Applicability and Permissible Use.

- a. Junior accessory dwelling units are allowed on lots that contain a proposed or existing single-family dwelling. Junior accessory dwelling units are not allowed on a lot with more than one residence.
- b. Junior accessory dwelling units may be combined with an accessory dwelling unit on lots located within a residential or mixed-use zone with a proposed or existing single-family dwelling as provided in Section 65852.2(e) of the Government Code.
- c. Junior accessory dwelling units are prohibited on lots that contain multiple detached single-family dwellings.

(4) Development Standards and Requirements. Junior accessory dwelling units shall comply with the following development standards and requirements:

- a. Number of Units. One (1) junior accessory dwelling unit shall be allowed on a lot.
- b. Owner-Occupancy. The property owner shall reside on the lot. The owner may reside in the remaining portion of the single-family dwelling or the newly created junior accessory dwelling unit.
- c. Covenant Restriction. A covenant restriction shall be completed and recorded, as provided in subsection (13) of this Section.
- d. Location of Junior Accessory Dwelling Unit. A junior accessory dwelling unit shall be created within the walls of a proposed or existing single-family dwelling, or within the walls of a garage attached to an existing single-family dwelling.
- e. Separate Entry Required. An exterior entrance is required for all junior accessory dwelling units, independent of the exterior

entrance for the single-family dwelling and shall not open directly toward an alley.

- f. Kitchen Requirements. The junior accessory dwelling unit shall include an efficiency kitchen, which includes a cooking facility with appliances, a food preparation counter, and storage cabinets that are reasonable to size of the unit.
 - g. Common Sanitation: Where a junior accessory dwelling unit shares the bathroom facilities contained in the single-family dwelling, a direct unobstructed interior connection shall be provided at all times between the junior accessory dwelling unit and the bathroom facilities, and the interior connection shall not require passage through a locked door (except for a privacy lock on the bathroom door) or passage outside of the gross floor area of the junior accessory dwelling unit or single family dwelling.
- (5) Design Standards.
- a. Building architecture, exterior materials, finishes and color shall match the primary dwelling.
 - b. Address numerals of all dwelling units shall be clearly visible from the street or displayed in a building directory.
 - c. JADUs shall have a main entrance separate from the primary dwelling.
 - d. New entry door shall not open directly toward an alley.
 - e. Replacement of the garage door shall include a new façade. The new façade shall include a minimum of one window or entryway.
 - f. Entryway shall include an exterior light fixture.
- (6) Parking. No parking is required for the junior accessory dwelling unit beyond the required parking for the proposed or existing single-family dwelling. However, replacement parking for the existing single-family dwelling is required when an attached garage or portion thereof is converted to a junior accessory dwelling unit. Parking shall conform to the requirements of Article 66.
- (7) Setbacks and Other Zoning Regulations. The junior accessory dwelling unit shall be considered a part of the single-family dwelling and shall be subject to the same requirements of the underlying zoning district as required for the single-family dwelling.
- (8) Density. For purposes of calculating allowable density under the General Plan and Zoning Code a junior accessory dwelling unit is an accessory use that does not count toward the allowable density for the lot.
- (9) Maximum Floor Area. A junior accessory dwelling unit shall not exceed five hundred (500) square feet in floor area.
- (10) Minimum Floor Area. A junior accessory dwelling unit shall provide a minimum floor area no less than 150 square feet.
- (11) Utility Service. For purposes of providing service for water, sewer, or power, including a connection fee, a junior accessory dwelling unit shall not be considered a separate or new dwelling unit. An inspection may be assessed to confirm the junior accessory dwelling unit complies with development standards.

(12)Illegal Junior Accessory Dwelling Units. This Section shall not validate any existing illegal junior accessory dwelling units. Any conversions from illegal units to a conforming legal junior accessory dwelling unit shall be considered a new junior accessory dwelling unit subject to the provisions of this Section.

(13)Covenant Restriction.

- a. Prior to issuance of the building permit for a junior accessory dwelling unit, a covenant restriction, approved by the City Attorney, shall be recorded with the Los Angeles County Recorder's Office, which shall include the pertinent restrictions and limitations of a junior accessory dwelling unit identified in this Section. Said covenant restriction shall run with the land, and shall be binding upon any future owners, heirs, or assigns. A copy of the recorded covenant restriction shall be filed with the Community Development Department as part of the building permit application. The recorded covenant restriction shall state that:
 1. The junior accessory dwelling unit shall not be sold separately from the single-family dwelling
 2. The junior accessory dwelling unit shall be restricted to the maximum size allowed per the development standards
 3. The junior accessory dwelling unit shall be considered legal only so long as either the single-family dwelling or the junior accessory dwelling unit is occupied by the property owner
 4. The junior accessory dwelling unit shall not be operated as a short-term rental or rented for periods less than thirty (30) days
 5. The restrictions shall be binding upon any successor in ownership of the property and lack of compliance with this provision may result in legal action against the property owner, including revocation of any right to maintain a junior accessory dwelling unit on the property.

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 ____ day of _____, 2023.

Barry Waite, Mayor

ATTEST:

Kathleen Horn Gregory, MMC, City Clerk

Approved as to Form:

Trevor Rusin, City Attorney

RESOLUTION NO. PC 2023-13

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LOMITA RECOMMENDING CITY COUNCIL APPROVAL OF ZONING TEXT AMENDMENT 2023-06 AMENDING LOMITA MUNICIPAL CODE TITLE XI (PLANNING AND ZONING), CHAPTER 1 (ZONING), ARTICLE 30 SECTION 11-1.30.06 (ACCESSORY AND JUNIOR ACCESSORY DWELLING UNITS), AND FINDING THE ACTION TO BE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

THE PLANNING COMMISSION OF THE CITY OF LOMITA DOES HEREBY FIND, ORDER AND RESOLVE AS FOLLOWS:

Section 1. Recitals

A. This proposed code amendment has been assessed in accordance with the California Public Resources Code (CPRC) 21080.17. The California Environmental Quality Act (CEQA) does not apply to the adoption of an ordinance by a city or county implementing the provisions of Section 65852.2 of the Government Code, which is the code section for the State's Accessory Dwelling Unit law.

B. On May 8, 2023, the Planning Commission held a duly noticed public hearing on Zone Text Amendment No. 2023-06 (initiated by the City of Lomita), where public testimony was accepted on the item and after deliberations the Planning Commission recommended that the City Council approve 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.

Section 2. In accordance with Municipal Code section 11-1.70.05, the Planning Commission finds that the proposed Zone Text Amendment is consistent with the General Plan as described in Exhibit A.

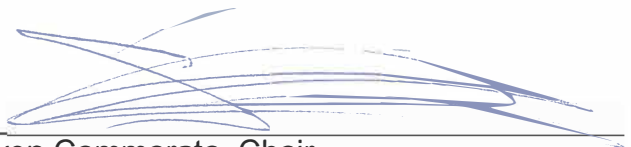
Section 3. Based on the foregoing, the Planning Commission of the City of Lomita hereby recommends City Council approve the amendments to the Lomita Municipal Code shown in the draft Ordinance (Exhibit A).

PASSED and ADOPTED by the Planning Commission of the City of Lomita on this 8th day of May, 2023, by the following vote:

AYES: Commissioners: Dever, Sanchez, Santos, Stephens, Vice-Chair Graf,
and Chair Cammarata

NOES: Commissioners:

ABSENT: Commissioners: Steinbach


Steven Cammarata, Chair

ATTEST: 
Brianna Rindge, AICP
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.

(A) *Purpose.*

- (1) The purpose of this section is to provide for the creation of accessory dwelling units and junior accessory dwelling units consistent with Sections 65852.2 and 65852.22 of the Government Code, as amended from time to time. In any instance where there is conflict, state law shall govern.

(B) *Definitions.*

- (1) *Accessory dwelling unit/ADU* has the same meaning as that stated in Government Code Section 65852.2 as that section may be amended from time to time.
- (2) ~~*Attached or Attached ADU*~~ means an ADU that shares at least one common wall with the primary dwelling unit.
- (3) *Converted ADU* means an ADU that is constructed within all or a portion of the legally permitted existing interior space of an accessory structure or within all or a portion of the permitted existing interior space of a dwelling structure, including bedrooms, attached garages, and storage areas.
- (4) ~~*Detached or Detached ADU*~~ means an ADU that is physically separated from, but located on the same lot as, a primary dwelling unit.
- (5) *Existing.* A structure is "existing" if it was legally constructed, and the construction has passed all required final inspections.
- (6) *Junior accessory dwelling unit/JADU* ~~is a unit no more than five hundred (500) square feet in size and contained entirely within a proposed or existing single-family dwelling or within the walls of a garage attached to an existing single-family dwelling. It shall include permanent provisions for living, sleeping, eating, and cooking. shall have same meaning as that stated in Government Code Section 65852.22(h)(1) as that section may be amended from time to time.~~
- (7) *Public transit* has the same meaning as that stated in Government Code Section 65852.2 as that section may be amended from time to time.
- (8) *Floor area of an accessory dwelling unit* means, for the purpose of this ~~chapter~~section, the area of each floor level included within the walls enclosing each dwelling unit. The floor area shall be measured from the outside face of the walls enclosing each dwelling unit including all closet space and storage areas contained within the unit, including habitable basements and attics, but not including unenclosed porches, balconies, or any enclosed garages or carports. For purposes of calculating allowable floor area of accessory dwelling units based on a proportion of the size of the primary residence, only the livable floor area of the primary residence shall be counted. The floor area of any other structures, for purposes of calculating total floor area, lot coverage, or other calculations, shall be calculated in the manner described in the relevant zoning regulations.

(C) *Applicability and permissible use.*

- (1) Accessory dwelling units required by state law. ~~Accessory dwelling units~~ADUs required by state law are allowed on lots located within a residential or mixed-use zone as provided in Section 65852.2(e) of the Government Code, in compliance with all applicable provisions of subsection (E) of this section, development standards and requirements, except for those provisions which do not allow an ~~accessory dwelling unit~~ADU otherwise in compliance with Section 65852.2(e) of the Government Code. An ~~accessory dwelling unit~~ADU pursuant to Section 65852.2(e)(1)(B) of the Government Code shall be limited to a maximum floor area size of eight hundred (800) square feet ~~and a maximum height of sixteen (16) feet.~~ The combination of ~~accessory dwelling unit~~ADU categories set forth in Section 65852.2(e)(A) through (D) of the Government Code is prohibited.
- (2) Applications for ~~accessory dwelling units~~ADUs and ~~junior accessory dwelling units~~JADUs shall be ~~approved or denied reviewed~~ within sixty (60) days from the date the city receives a complete application if there is an existing single-family or multifamily dwelling on the lot. If the application to create an ~~accessory dwelling unit~~ADU or a ~~junior accessory dwelling unit~~JADU is submitted

Sec. 11-1.30.06. Accessory and junior accessory dwelling units.

with a permit application to create a new single-family dwelling or multifamily dwelling on the lot, the city may delay acting on the application for the ~~accessory dwelling unit~~ADU or the ~~junior accessory dwelling unit~~JADU until the city acts on the permit application to create the new single-family dwelling or multifamily dwelling, but the application to create the ~~accessory dwelling unit~~ADU or ~~junior accessory dwelling unit~~JADU shall be considered without discretionary review or hearing. If the applicant requests a delay, the sixty (60) day time period shall be tolled for the period of the delay.

- (3) Approval of a permit for the creation of an ~~accessory dwelling unit~~ADU or ~~junior accessory dwelling unit~~JADU shall not be conditioned on the correction of nonconforming ~~zoning~~ conditions, ~~building code violations~~, or ~~unpermitted structures~~ on the subject property. However, this does not prevent the city from enforcing compliance with applicable building standards in accordance with California Health and Safety Code Section 17980.12.
 - (4) For the purpose of this section, a structure with two (2) or more attached dwellings on a single lot is considered a multifamily dwelling structure. Multiple detached single-family dwellings on the same lot are not considered multifamily dwellings. A lot with multiple detached single-family dwellings is eligible for creation of one (1) ~~accessory dwelling unit~~ADU per lot by converting space within the proposed or existing space of a single-family dwelling or existing structure or new construction of a detached ~~accessory dwelling unit~~ADU.
 - (5) It is prohibited to convert existing floor area or construct an ~~accessory dwelling unit~~ADU without first obtaining approval and issuance of a building permit. Such permit shall be issued if it is determined that the ~~accessory dwelling unit~~ADU will conform to the provisions of this section.
 - (6) ~~Applicant shall pay all applicable development impact fees established by city council resolution.~~ ~~Accessory dwelling unit~~ADUs of less than seven hundred fifty (750) square feet in size shall be exempt from all impact fees. ~~Accessory dwelling unit~~ADUs of greater than 750 square feet in size shall be charged impact fees ~~established by city council resolution.~~ ~~Such fees shall be charged proportionately in relation to the square footage of the primary dwelling unit.~~
- (D) ~~State-exempt accessory dwelling units~~ and junior accessory dwelling units.
- (1) Within a residential zone or the Mixed-Use Overlay District, All-all development standards (including, but not limited to lot coverage, floor area ratio, required building separation, and open space) are reduced solely to the extent necessary to allow ~~either one (1) of~~ the following ~~solely through building permit~~:
 - ~~ba.~~ One (1) ADU and one (1) JADU on a lot if all of the following apply:
 1. Each unit is located either:
 - (i) Within the space of a proposed single-family dwelling; or
 - (ii) Within the space of an existing single-family dwelling or accessory structure;
 2. Each unit maintains exterior access that is independent of that for the primary single-family dwelling;
 3. Each unit maintains side and rear setbacks sufficient for fire and safety, as dictated by applicable building and fire codes;
 4. The JADU complies with the requirements of California Government Code Sec. 65852.22; and
 5. Each unit may include an expansion of not more than one hundred fifty (150) square feet beyond the physical dimensions of the existing accessory structure; such expansion beyond the physical dimensions of the existing accessory structure is limited to accommodating ingress and egress.
 - ~~ab.~~ One (1) ADU and one (1) JADU ~~Onper-a~~ lot if all of the following apply:

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1. The ADU is detached, new construction on a lot with a proposed or existing single-family dwelling;
 2. ~~one attached or detached ADU that~~The ADU is eight hundred (800) square feet or less;
 3. The ~~with a~~ height of the ADU does not exceeding the applicable height limit in subsection (E)(2) of this section;~~sixteen (16) feet,~~
 4. The ADU maintains~~with setbacks of~~ at least four (4) ~~foot feet from the~~ side and rear ~~yards setbacks;~~
 5. The ADU ~~and~~ complies with applicable front yard setbacks; ~~and-~~
 6. The JADU complies with subsection (D)(1)(a) of this section.
- c. On a lot with an existing or proposed multifamily dwelling, up to two (2) detached ADUs that are eight hundred (800) square feet or less and which have a height not exceeding the applicable height limit in subsection (E)(2)~~sixteen (16) feet,~~ and which comply with setbacks of at least four (4) feet from the side and rear yards, and which comply with front yard setbacks, provided that, If the existing multifamily dwelling has a rear or side yard setback of less than four (4) feet, the city will not require any modification to the existing multifamily dwelling as a condition of approving the ADU.
- d. Converted on existing multifamily building. No more than twenty-five (25) percent of the number of the existing units, but at least one (1) unit, shall be permitted as ADUs constructed within the non-livable space and are shall be enclosed on at least three (3) sides (e.g., storage rooms, boiler rooms, attics, basements, or garages) of the existing multifamily dwelling structure provided that applicable building codes are met; fractions shall be rounded down to the next lower number of dwelling units, except that at least one (1) accessory dwelling unitADU shall be allowed.
- (E) Development standards and requirements for Aaccessory dwelling units. ~~shall comply with the following development standards and requirements:~~
- (1) Number of units.
 - a. For lots with an existing or proposed single-family dwelling, one (1) accessory dwelling unitADU shall be allowed on a lot.
 - b. For lots with an existing or proposed multifamily residential dwelling structure
 1. No more than twenty-five (25) percent of the number of the existing units, but at least one unit, shall be permitted as ADUs constructed within the non-livable space and are enclosed on at least three (3) sides (e.g., storage rooms, boiler rooms, attics, basements, or garages) of the existing multifamily dwelling structure provided that applicable building codes are met; Fractions shall be rounded down to the next lower number of dwelling units, except that at least one (1) accessory dwelling unitADU shall be allowed.
 2. Up to two (2) accessory dwelling unitADUs shall be permitted as detached from the multifamily residential structure and may be attached or detached to each other.
 - (2) Height.
 - a. Attached or detached ADUs on a lot with an existing or proposed single family or multifamily dwelling unit and complying with a four (4) feet side and four (4) feet rear setback shall not exceed one story and a height of sixteen (16) feet.
 - b. On a lot that is within one-half of one (0.5) mile walking distance of a major transit stop or a high-quality transit corridor, as those terms are defined in Section 21155 of the Public Resources Code, detached ADUs complying with a four (4) foot side and four (4) foot rear setback shall not exceed a height of eighteen (18) feet. For such ADUs, an additional two

Sec. 11-1.30.06. Accessory and junior accessory dwelling units.

feet in height is allowed to accommodate a roof pitch on the ADU that is aligned with the roof pitch of the primary dwelling unit.

c. On a lot with an existing or proposed multifamily, multistory dwelling, detached ADUs complying with a four (4) foot side and four (4) foot rear setback shall not exceed a height of eighteen (18) feet.

d. A height of twenty-five (25) feet or the maximum height of the principal structure according to Section 11-1.30.02 of this Code, whichever is lower, is the height limit for an ~~accessory dwelling unit~~ADU that is attached to the principal dwelling. Pursuant to Section 11-1.70.11, residential lots south of Pacific Coast Highway shall obtain a height variation permit for an attached ADU over sixteen (16) feet in height measured from the natural grade. Converted area from the existing dwelling is exempt from this requirement.

e. An attached or detached ~~accessory dwelling unit~~ADU complying with the setback requirements of the underlying zone shall not exceed sixteen (16) feet at one story and twenty-seven (27) feet at two (2) stories. ADUs shall not exceed two (2) stories. Pursuant to Section 11-1.70.11, residential lots south of Pacific Coast Highway shall obtain a height variation permit for an attached ADU over sixteen (16) feet in height measured from the natural grade. Converted area from the existing dwelling is exempt from this requirement.

~~e. Properties located South of Pacific Coast Highway:~~

~~1. An accessory dwelling unit attached to the primary dwelling or a detached accessory dwelling unit shall not exceed sixteen (16) feet and shall not exceed one story. Pursuant to Section 11-1.70.11 residential lots south of Pacific Coast Highway shall obtain a height variation permit for new structures or additions over sixteen (16) feet in height measured from the natural grade. Converted area from the existing dwelling is exempt from this requirement.~~

(3) Setbacks.

a. Front yard. Twenty (20) feet to a front property line.

1. Secondary front. Ten (10) feet to property line.

b. Side yard. Four (4) feet to a side property line.

c. Rear yard. Four (4) feet to a rear property line.

d. Building separation. Six (6) feet to the exterior wall of a dwelling, garage, or accessory structure located on the same lot.

e. Setbacks required by utility easements and recorded setbacks shall be maintained. No portion of an ADU shall be constructed on a public or private easement. Roof eaves may not be eliminated to meet this requirement.

f. No setback is required for an existing living area or existing accessory structure constructed in the same location and to the same dimensions as an existing structure that is converted to an accessory dwelling unitADU or to a portion of an accessory dwelling unitADU.

g. ADUs are not eligible for modifications to yard setbacks pursuant to Article 70.

(4) Lot coverage. An accessory dwelling unitADU exceeding eight hundred (800) square feet shall comply with the lot coverage and floor area ratio of underlying zone requirements of Article 30.

(5) Useable open space. Accessory dwelling unitADUs exceeding eight hundred (800) square feet shall provide, at a minimum, a continuous private recreation area of two hundred twenty-five (225) square feet with minimum interior dimensions of ten (10) feet. The private recreation shall be open and unobstructed from the ground to the sky and may be located within the interior, street side, or rear setback areas.

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- (6) Floor area size.
 - a. Maximum floor area size for new construction units.
 1. Attached ~~accessory dwelling units~~ADUs with zero (0) bedrooms or one (1) bedroom are subject to a maximum size of eight hundred fifty (850) square feet or fifty (50) percent of the size of the dwelling unit, whichever is less.
 2. Attached ~~accessory dwelling units~~ADUs with two (2) or more bedrooms are subject to a maximum size of one thousand (1,000) square feet or fifty (50) percent of the size of the dwelling unit, whichever is less, and: in no event less than eight hundred (800) square feet.
 3. Attached or detached ADU~~Accessory dwelling units~~ located on lots with multifamily dwelling structures shall not exceed eight hundred (800) square feet each.
 24. Detached ~~accessory dwelling unit~~ADUs with zero (0) bedrooms or one bedroom are subject to a maximum size of eight hundred fifty (850) square feet.
 5. Detached ADUs~~The maximum size of an accessory dwelling unit~~ with two (2) or more bedrooms are subject to a maximum size of is one thousand (1,000) square feet. ~~Accessory dwelling units located on lots with multifamily dwelling structures shall not exceed eight hundred (800) square feet.~~
 - b. Minimum floor area size. An attached or detached ~~accessory dwelling unit~~ADU shall provide a minimum floor area no less than one hundred fifty (150) square feet.
 - c. Converted floor area size. The conversion of an existing accessory structure or a portion of the existing primary dwelling to an ~~accessory dwelling unit~~ADU is not subject to the maximum floor area size requirement when no expansion or addition is proposed beyond the physical dimensions of the structure or dwelling other than an expansion of not more than one hundred fifty (150) square feet limited to accommodating ingress and egress for the purpose of an ~~accessory dwelling unit~~ADU; otherwise the converted floor area size shall be governed by the maximum floor area size requirement.
 - d. An ~~accessory dwelling unit~~ADU shall not be subject to the accessory buildings and structures requirements of Section 11-1.30.05.
 - e. Accessory structures including, but not limited to garages and patios attached to ~~accessory dwelling unit~~ADUs shall comply with Section 11-1.30.05 - accessory buildings and structures.
- (7) Floor area ratio. In general, the floor area ratio for all ADUs shall be subject to the floor area ratio requirements of Section 11-1.30.02. However, ADUs which are eight hundred (800) square feet or less are exempt from floor area ratio calculation.
- (8) Density. For purposes of calculating allowable density under the General Plan and Zoning Code an ~~accessory dwelling unit~~ADU is an accessory use that does not count toward the allowable density for the lot.
- (9) Parking and vehicular access.
 - a. One (1) parking space is required per ~~accessory dwelling unit~~ADU.
 - b. Parking shall be located on the same lot containing the ~~accessory dwelling unit~~ADU and may be provided as tandem parking on a driveway. Parking shall conform to the requirements of Article 66 ~~of this Code~~.
 - c. Parking for the ~~accessory dwelling unit~~ADU is waived pursuant to Section 65825.2(d)(1) through (5) of the Government Code.

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- d. Replacement parking is not required if a garage or covered parking structure is demolished in conjunction with the construction of an ~~accessory dwelling unit~~ADU or converted to an ~~accessory dwelling unit~~ADU.
- (10) City and public utilities.
- a. All ADUs must be connected to public utilities, or their private equivalent, including water, electric, and sewer services. For example, if required by the building standards code, dwelling units that are proposed to be installed on a property with only septic tanks are prohibited.
 - b. Except for ADUs created solely by converting an existing single-family dwelling or a single-family accessory structure, the city may require a separate utility connection.
- (11) Design standards applicable to new construction of ADUs exceeding eight hundred (800) square feet and ADUs converted from existing structures adding more than one hundred fifty (150) square feet.
- a. Building architecture including roof type, roof pitch, exterior materials, finishes, and color shall match the primary dwelling.
 - b. Address numerals of all dwelling units shall be clearly visible from the street or displayed in a building directory.
 - c. ADUs shall have a main entrance separate from the primary dwelling and shall not have an interior connection to any other dwelling unit.
 - d. New entry door shall not open directly toward an alley.
 - e. Replacement of the garage door shall include a new façade. The new façade shall include a minimum of one window or entryway.
 - f. Entryway shall include an exterior light fixture.
 - g. Tree preservation: Any plans for an addition or new construction shall identify the location of any mature trees onsite and provide protective measures to ensure preservation of mature trees. A mature tree is defined as any tree having a main trunk or stem measuring twenty-four (24) inches in diameter, or seventy-five (75) inches in circumference, measured at a height of four and one-half (4½) feet above ground level at the root crown. A removal includes moving a tree or removing more than one-third of a tree's vegetation. Sites without an existing mature tree must provide at least two (2) twenty-four (24) inch box trees within the front yard setback or open space area.
- ~~(12) — Notice of construction:~~
- ~~a. — At least thirty (30) business days before starting any construction of an accessory dwelling unit, the property owner shall give written notice to all the owners of record of each of the adjacent residential parcels, which notice shall include the following information:~~
 - ~~1. — Notice that construction has been authorized~~
 - ~~2. — The anticipated start and end dates for construction~~
 - ~~3. — The hours of construction~~
 - ~~4. — Contact information for the project manager (for construction-related complaints)~~
 - ~~5. — Contact information for building division.~~
 - ~~b. — This notice requirement does not confer a right on the noticed persons or on anyone else to comment on the project before permits are issued. Approval is ministerial. This notice requirement is purely to promote neighborhood awareness and expectation.~~
- (132) Owner-occupancy. Subject to the requirements of California Government Code Sec. 65852.2.

Sec. 11-1.30.06. Accessory and junior accessory dwelling units.

~~a. Effective January 1, 2020, the owner-occupancy requirement is waived until January 1, 2025, as provided in state law. The owner-occupant requirement shall not be required for an accessory dwelling unit permitted between January 1, 2020, to December 31, 2024, during which time the owner-occupant requirement is waived as provided in state law. However, if the lot is developed with both an accessory dwelling unit and a junior accessory dwelling unit, the junior accessory dwelling unit is subject to the owner-occupancy requirement.~~

(143) Covenant restriction. Prior to issuance of the building permit for an ~~accessory dwelling unit~~ADU, a covenant restriction, approved by the city attorney, shall be recorded with the Los Angeles County Recorder's Office, which shall include the pertinent restrictions and limitations of an ~~accessory dwelling unit~~ADU identified in this section. Said covenant restriction shall run with the land, and shall be binding upon any future owners, heirs, or assigns. A copy of the recorded covenant restriction shall be filed with the community development department as part of the building permit application. The recorded covenant restriction shall state that:

a. The ~~accessory dwelling unit~~ADU shall not be sold, or title transferred separate and apart from the remainder of the property, except as provided in Section 65852.26 of the Government Code; and

b. The ~~accessory dwelling unit~~ADU shall be restricted to the floor area and height allowed per the development standards at the time of building permit issuance;

c. ~~Any owner-occupancy requirement shall be consistent with California Government Code Sec. 65852.2. If the state allows the city to require owner-occupancy, the ADU shall be considered legal only so long as the owner resides at the property built with the ADU.~~

~~d.~~ The ~~accessory dwelling unit~~ADU shall not be operated as a short-term rental or rented for a period less than thirty (30) days; and

~~ed.~~ The restrictions shall be binding upon any successor in ownership of the property and lack of compliance with this provision may result in legal action against the property owner, including revocation of any right to maintain an ~~accessory dwelling unit~~ADU on the property.

(15) Illegal ~~accessory dwelling unit~~ADUs. This section shall not validate any existing illegal ~~accessory dwelling unit~~ADUs. Any conversions from illegal units to a conforming legal ~~accessory dwelling unit~~ADU shall be considered a new ~~accessory dwelling unit~~ADU subject to the provisions of this section.

a. Effective January 1, 2020, the property owner of a lot containing an ~~accessory dwelling unit~~ADU built before January 1, 2020, that receives a notice to correct a violation of building standards may submit an application to the community development department requesting that enforcement of the violation be delayed for up to five (5) years on the basis that correcting the violation is not necessary to protect health and safety as determined by the building official; provided, that all other violations not related to the ~~accessory dwelling unit~~ADU are corrected. This provision shall expire January 1, 2030, as provided in state law.

(F) Junior accessory dwelling units.

(1) Purpose. The purpose of this section, junior accessory dwelling units, is to provide for the creation of junior accessory dwelling units consistent with California Government Code Section 65852.22, as amended from time to time. In any instance where there is conflict, state law shall govern.

~~(2) Definitions.~~

~~a. Junior accessory dwelling unit is a unit no more than five hundred (500) square feet in size and contained entirely within a proposed or existing single-family dwelling or within the walls of a garage attached to an existing single-family dwelling. It shall include permanent~~

Sec. 11-1.30.06. Accessory and junior accessory dwelling units.

~~provisions for living, sleeping, eating, and cooking. A junior accessory dwelling unit shall not be operated as a short-term rental or rented for a period less than thirty (30) days.~~

(32) Applicability and permissible use.

- a. ~~One (1) JADU Junior accessory dwelling units are~~ allowed on lots that contain a proposed or existing single-family dwelling. ~~Junior accessory dwelling units are not allowed on a lot with more than one residence per residential lot zoned for single-family residences with a single-family residence built, or proposed to be built, on the lot.~~
- b. ~~Junior accessory dwelling units may be combined with an accessory dwelling unit on lots located within a residential or mixed use zone with a proposed or existing single-family dwelling as provided in Section 65852.2(e) of the Government Code.~~
- c. ~~Junior accessory dwelling unit~~JADUs are prohibited on lots that contain multiple detached single-family dwellings.

(43) Development standards and requirements. ~~Junior accessory dwelling unit~~JADUs shall comply with the following development standards and requirements:

- a. Number of units. One ~~(1) junior accessory dwelling unit~~JADU shall be allowed on a lot.
- b. Owner-occupancy. The property owner shall reside on the lot. The owner may reside in the remaining portion of the single-family dwelling or the newly created ~~junior accessory dwelling unit~~JADU.
- c. ~~A JADU shall not be operated as a short-term rental or rented for a period less than thirty (30) days.~~
- ed. Covenant restriction. A covenant restriction shall be completed and recorded, as provided in subsection (13) of this section.
- de. Location of ~~junior accessory dwelling unit~~JADU. A ~~junior accessory dwelling unit~~JADU shall be created within the walls of a proposed or existing single-family dwelling, or within the walls of a garage attached to an existing single-family dwelling.
- ef. Separate entry required. An exterior entrance is required for all ~~junior accessory dwelling unit~~JADUs, independent of the exterior entrance for the single-family dwelling, and shall not open directly toward an alley.
- fg. Kitchen requirements. The ~~junior accessory dwelling unit~~JADU shall include an efficiency kitchen, which includes a cooking facility with appliances, a food preparation counter, and storage cabinets that are reasonable to size of the unit.
- gh. Common sanitation. Where a ~~junior accessory dwelling unit~~JADU shares the bathroom facilities contained in the single-family dwelling, a direct unobstructed interior connection shall be provided at all times between the ~~junior accessory dwelling unit~~JADU and the bathroom facilities, and the interior connection shall not require passage through a locked door (except for a privacy lock on the bathroom door) or passage outside of the gross floor area of the ~~junior accessory dwelling unit~~JADU or single-family dwelling.

(54) Design standards.

- a. Building architecture, exterior materials, finishes and color shall match the primary dwelling.
- b. Address numerals of all dwelling units shall be clearly visible from the street or displayed in a building directory.
- c. JADUs shall have a main entrance separate from the primary dwelling.
- d. New entry door shall not open directly toward an alley.

Sec. 11-1.30.06. Accessory and junior accessory dwelling units.

- e. Replacement of the garage door shall include a new façade. The new façade shall include a minimum of one window or entryway.
- f. Entryway shall include an exterior light fixture.
- (65) Parking. No parking is required for the ~~junior accessory dwelling unit~~JADU beyond the required parking for the proposed or existing single-family dwelling. However, replacement parking for the existing single-family dwelling is required when an attached garage or portion thereof is converted to a ~~junior accessory dwelling unit~~JADU. Parking shall conform to the requirements of Article 66 of this Code.
- (76) Setbacks and other zoning regulations. The ~~junior accessory dwelling unit~~JADU shall be considered a part of the single-family dwelling and shall be subject to the same requirements of the underlying zoning district as required for the single-family dwelling.
- (87) Density. For purposes of calculating allowable density under the general plan and zoning code a ~~junior accessory dwelling unit~~JADU is an accessory use that does not count toward the allowable density for the lot.
- (98) Maximum floor area. A ~~junior accessory dwelling unit~~JADU shall not exceed five hundred (500) square feet in floor area.
- (409) Minimum floor area. A ~~junior accessory dwelling unit~~JADU shall provide a minimum floor area no less than one hundred fifty (150) square feet.
- (104) Utility service. For purposes of providing service for water, sewer, or power, including a connection fee, a ~~junior accessory dwelling unit~~JADU shall not be considered a separate or new dwelling unit. An inspection may be assessed to confirm the ~~junior accessory dwelling unit~~JADU complies with development standards.
- (112) Illegal ~~junior accessory dwelling unit~~JADUs. This section shall not validate any existing illegal ~~junior accessory dwelling unit~~JADUs. Any conversions from illegal units to a conforming legal ~~junior accessory dwelling unit~~JADU shall be considered a new ~~junior accessory dwelling unit~~JADU subject to the provisions of this section.
- (123) Covenant restriction.
 - a. Prior to issuance of the building permit for a ~~junior accessory dwelling unit~~JADU, a covenant restriction, approved by the city attorney, shall be recorded with the Los Angeles County Recorder's Office, which shall include the pertinent restrictions and limitations of a ~~junior accessory dwelling unit~~JADU identified in this section. Said covenant restriction shall run with the land, and shall be binding upon any future owners, heirs, or assigns. A copy of the recorded covenant restriction shall be filed with the community development department as part of the building permit application. The recorded covenant restriction shall state that:
 - 1. The ~~junior accessory dwelling unit~~JADU shall not be sold separately from the single-family dwelling;
 - 2. The ~~junior accessory dwelling unit~~JADU shall be restricted to the maximum size allowed per the development standards;
 - 3. The ~~junior accessory dwelling unit~~JADU shall be considered legal only so long as either the single-family dwelling or the ~~junior accessory dwelling unit~~JADU is occupied by the property owner;
 - 4. The ~~junior accessory dwelling unit~~JADU shall not be operated as a short-term rental or rented for periods less than thirty (30) days;
 - 5. The restrictions shall be binding upon any successor in ownership of the property and lack of compliance with this provision may result in legal action against the property

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owner, including revocation of any right to maintain a ~~junior-accessory-dwelling unit~~JADU on the property.



CITY OF LOMITA PLANNING COMMISSION REPORT

TO: Planning Commission **Item No. PH 4b**

FROM: Laura MacMorran, Associate Planner

THROUGH: Brianna Rindge, Director of Community & Economic Development

MEETING DATE: May 8, 2023

SUBJECT: Discussion and Consideration of Zoning Text Amendment No. 2023-06, an Ordinance Amending Lomita Municipal Code Title XI (Planning and Zoning) Modifying Accessory Dwelling Unit (ADU) Regulations per California State Mandates and Finding the Action to be Exempt from the California Environmental Quality Act

RECOMMENDATION

Adopt a resolution recommending the City Council adopt Zoning Text Amendment 2023-06 and find the request exempt from the California Environmental Quality Act (CEQA).

BACKGROUND

The City most recently updated its regulations for ADUs on September 6, 2022, through Ordinance No. 838. Additional amendments of the State's accessory dwelling unit law went into effect January 1, 2023, increasing detached accessory dwelling unit height standards in certain situations. Per California Government Code Section 65852.2(a)(6), when a local jurisdiction's standards do not align with the State's standards, the local ordinance is null and replaced with the State's provisions. In order to restore beneficial Lomita-specific standards, the City must adopt an updated ordinance.

The State requires cities to submit new ordinances to the State Department of Housing and Community Development (HCD) within 60 days of adoption, and there is no pre-review. Last year, the City sent its most-recent ordinance to HCD; however, instead of reviewing for approval or denial, HCD informed the City that it was suspending its review for the year, presumably due to pending State law at the time.

ANALYSIS

Approved and proposed State bills trigger the following necessary amendments to Lomita's ADU regulations.

1) HEIGHT STANDARDS

Lomita's 2022 ordinance allowed a maximum height of 27' for attached and detached ADUs that met the underlying zoning districts' setback requirements. This provision enables some projects to shrink the building's footprint and frees limited ground floor space for uses that need to be located on the ground, such as yards, trees, vehicle parking, and trash areas. It also reduces the construction cost, particularly on multi-family properties, where two accessory dwelling units are permitted. The ordinance maintains a provision that properties south of Pacific Coast Highway remain subject to the height variation permit process.

2) UNIT SIZE

State law allows a municipality to limit the maximum size of an ADU to 1,000 ft²; however, absent a local ordinance, an ADU is permitted up to 1,200 ft². Lomita's 2022 ordinance set the maximum unit size at 1,000 ft². The proposed ordinance reestablishes the 1,000 ft² maximum size. Unit size directly correlates to cost and the need for less expensive housing has been well-established. Also, space on the ground is finite and as previously discussed a multitude of uses need ground location. By capping each ADU at 1,000 ft², the rent for the unit should be less expensive and there will exist more opportunity for ground-level uses.

The Housing Element directs the City to create incentives for increasing ADU production. Such ideas will be discussed during the General Plan and Comprehensive Zoning Code Update, along with density bonus incentives and lot consolidation incentives. For example, the City may allow more square footage for an attached ADU if it is designed within the primary dwelling unit's buildable envelope. This may be a win-win situation as the ability to create a larger unit might entice people to use the air space and create vertical two-story projects, instead of horizontal single-story projects.

3) OWNER-OCCUPANCY

Currently, State law does not allow a local jurisdiction to impose an owner-occupancy requirement on ADUs. This provision sunsets January 1, 2025 (CA Gov. Code Sec. 65852.2(c)(2)). Assembly Bill No. 976 would permanently remove the owner-occupancy requirement. As of April 23, 2023, this bill has passed the Assembly Local Government Committee and the Assembly Housing and Community Development Committee. Should the bill not pass, the current owner-occupancy exemption would remain until January 1, 2025; however, should the bill pass, Lomita's local ordinance would become noncompliant. For this reason, staff recommends removing the owner-occupancy requirement and replacing it with a reference to the Government Code. This reference to State law should preserve the City's ordinance.

4) CONSTRUCTION NOTICE

The existing ordinance requires that a construction notice be sent to the neighboring property owners. The provision has good intentions; however, the City does not require single-family, multi-family, or commercial construction projects to provide any such notice. In recent memory, staff has not received any complaints about an ADU under construction. HCD has the potential to view such a requirement as an impediment to ADU

creation, so staff recommends a conservative approach to securing HCD's approval and removing this provision. Separately, the City could consider a construction notice sign on all sites, if desired.

5) OTHER RELEVANT 2023-2024 BILLS

In addition to AB No 976 (no owner-occupancy requirement), the State is processing other bills that will impact or have the potential to impact Lomita.

<i>Bill</i>	<i>Title or Summary</i>	<i>Potential Impact</i>
AB 1033	Would authorize a local agency to adopt a local ordinance to allow the separate conveyance of the primary dwelling unit and accessory dwelling unit or units as condominiums, as specified.	The State would provide local jurisdictions with the option to allow condominiums; however, it is not a requirement. Allowing properties to create separate ownership may be an incentive strategy to ADU development; however, the implications for existing single-family zoned properties with multiple units would require further study.
AB 1332	Section 65852.27 would require local agencies to develop a program for preapproval for ADU plans by 1/1/2025 and approve or deny an application within 30 days using said plans.	The City would need to adopt preapproved plans. LA County is already in the process of developing plans; however, the City may wish to create its own version(s). The requirement should not affect the proposed ordinance.

6) NON-SUBSTANTIVE CLEAN-UP

The proposed ordinance cleans up existing code without any tangible changes to code.

CEQA

This proposed code amendment has been assessed in accordance with the California Public Resources Code (CPRC) 21080.17. The California Environmental Quality Act (CEQA) does not apply to the adoption of an ordinance by a city or county implementing the provisions of Section 65852.2 of the Government Code, which is the code section for the State's Accessory Dwelling Unit law.

PUBLIC NOTICE

Notices of this hearing dated April 29, 2023 were published in the Daily Breeze Newspaper, and posted at City Hall and Lomita Park.

OPTIONS

1. Recommend approval to the City Council as recommended by staff.
2. Recommend approval to the City Council with amendments.
3. Provide staff with further direction.

ATTACHMENTS

1. Resolution with Exhibit A Draft Ordinance
2. Lomita Municipal Code Redlined

Prepared by:

Laura MacMorran

Laura MacMorran
Associate Planner

Reviewed by:

Brianna Rindge

Brianna Rindge, AICP
Community & Economic Development Director

(A) *Purpose.*

- (1) The purpose of this section~~7~~ is to provide for the creation of accessory dwelling units and junior accessory dwelling units consistent with Sections 65852.2 ~~and 65852.22~~ of the Government Code, as amended from time to time. In any instance where there is conflict, state law shall govern.

(B) *Definitions.*

- (1) *Accessory dwelling unit/ADU* has the same meaning as that stated in Government Code Section 65852.2 as that section may be amended from time to time.
- (2) ~~*Attached or Attached ADU*~~ means an ADU that shares at least one common wall with the primary dwelling unit.
- (3) *Converted ADU* means an ADU that is constructed within all or a portion of the legally permitted existing interior space of an accessory structure or within all or a portion of the permitted existing interior space of a dwelling structure, including bedrooms, attached garages, and storage areas.
- (4) ~~*Detached or Detached ADU*~~ means an ADU that is physically separated from, but located on the same lot as, a primary dwelling unit.
- (5) *Existing.* A structure is "existing" if it was legally constructed, and the construction has passed all required final inspections.
- (6) ~~*Junior accessory dwelling unit/JADU*~~ is a unit no more than five hundred (500) square feet in size and contained entirely within a proposed or existing single-family dwelling or within the walls of a garage attached to an existing single-family dwelling. It shall include permanent provisions for living, sleeping, eating, and cooking. shall have same meaning as that stated in Government Code Section 65852.22(h)(1) as that section may be amended from time to time.
- (7) *Public transit* has the same meaning as that stated in Government Code Section 65852.2 as that section may be amended from time to time.
- (8) *Floor area of an accessory dwelling unit* means, for the purpose of this ~~chapter~~section, the area of each floor level included within the walls enclosing each dwelling unit. The floor area shall be measured from the outside face of the walls enclosing each dwelling unit including all closet space and storage areas contained within the unit, including habitable basements and attics, but not including unenclosed porches, balconies, or any enclosed garages or carports. For purposes of calculating allowable floor area of accessory dwelling units based on a proportion of the size of the primary residence, only the livable floor area of the primary residence shall be counted. The floor area of any other structures, for purposes of calculating total floor area, lot coverage, or other calculations, shall be calculated in the manner described in the relevant zoning regulations.

(C) *Applicability and permissible use.*

- (1) Accessory dwelling units required by state law. ~~Accessory dwelling units~~ADUs required by state law are allowed on lots located within a residential or mixed-use zone as provided in Section 65852.2(e) of the Government Code, in compliance with all applicable provisions of subsection (E) of this section, development standards and requirements, except for those provisions which do not allow an ~~accessory dwelling unit~~ADU otherwise in compliance with Section 65852.2(e) of the Government Code. An ~~accessory dwelling unit~~ADU pursuant to Section 65852.2(e)(1)(B) of the Government Code shall be limited to a maximum floor area size of eight hundred (800) square feet ~~and a maximum height of sixteen (16) feet~~. The combination of ~~accessory dwelling unit~~ADU categories set forth in Section 65852.2(e)(A) through (D) of the Government Code is prohibited.
- (2) Applications for ~~accessory dwelling units~~ADUs and ~~junior accessory dwelling units~~JADUs shall be ~~approved or denied~~ reviewed within sixty (60) days from the date the city receives a complete application if there is an existing single-family or multifamily dwelling on the lot. If the application to create an ~~accessory dwelling unit~~ADU or a ~~junior accessory dwelling unit~~JADU is submitted

with a permit application to create a new single-family dwelling or multifamily dwelling on the lot, the city may delay acting on the application for the ~~accessory dwelling unit~~ADU or the ~~junior accessory dwelling unit~~JADU until the city acts on the permit application to create the new single-family dwelling or multifamily dwelling, but the application to create the ~~accessory dwelling unit~~ADU or ~~junior accessory dwelling unit~~JADU shall be considered without discretionary review or hearing. If the applicant requests a delay, the sixty (60) day time period shall be tolled for the period of the delay.

- (3) Approval of a permit for the creation of an ~~accessory dwelling unit~~ADU or ~~junior accessory dwelling unit~~JADU shall not be conditioned on the correction of nonconforming zoning conditions, building code violations, or unpermitted structures on the subject property. However, this does not prevent the city from enforcing compliance with applicable building standards in accordance with California Health and Safety Code Section 17980.12.
 - (4) For the purpose of this section, a structure with two (2) or more attached dwellings on a single lot is considered a multifamily dwelling structure. Multiple detached single-family dwellings on the same lot are not considered multifamily dwellings. A lot with multiple detached single-family dwellings is eligible for creation of one (1) ~~accessory dwelling unit~~ADU per lot by converting space within the proposed or existing space of a single-family dwelling or existing structure or new construction of a detached ~~accessory dwelling unit~~ADU.
 - (5) It is prohibited to convert existing floor area or construct an ~~accessory dwelling unit~~ADU without first obtaining approval and issuance of a building permit. Such permit shall be issued if it is determined that the ~~accessory dwelling unit~~ADU will conform to the provisions of this section.
 - (6) ~~Applicant shall pay all applicable development impact fees established by city council resolution.~~ ~~Accessory dwelling unit~~ADUs of less than seven hundred fifty (750) square feet in size shall be exempt from all impact fees. ~~Accessory dwelling unit~~ADUs of greater than 750 square feet in size shall be charged impact fees established by city council resolution. Such fees shall be charged proportionately in relation to the square footage of the primary dwelling unit.
- (D) ~~State-~~exempt accessory dwelling units and junior accessory dwelling units.
- (1) Within a residential zone or the Mixed-Use Overlay District, All-all development standards (including, but not limited to lot coverage, floor area ratio, required building separation, and open space) are reduced solely to the extent necessary to allow ~~either one (1) of~~ the following solely through building permit:
 - ba. One (1) ADU and one (1) JADU on a lot if all of the following apply:
 1. Each unit is located either:
 - (i) Within the space of a proposed single-family dwelling; or
 - (ii) Within the space of an existing single-family dwelling or accessory structure;
 2. Each unit maintains exterior access that is independent of that for the primary single-family dwelling;
 3. Each unit maintains side and rear setbacks sufficient for fire and safety, as dictated by applicable building and fire codes;
 4. The JADU complies with the requirements of California Government Code Sec. 65852.22; and
 5. Each unit may include an expansion of not more than one hundred fifty (150) square feet beyond the physical dimensions of the existing accessory structure; such expansion beyond the physical dimensions of the existing accessory structure is limited to accommodating ingress and egress.
 - ab. One (1) ADU and one (1) JADU ~~On per a~~ lot if all of the following apply:

1. The ADU is detached, new construction on a lot with a proposed or existing single-family dwelling;
 2. ~~one attached or detached ADU that~~The ADU is eight hundred (800) square feet or less;
 3. The ~~with a~~ height of the ADU does not exceeding the applicable height limit in subsection (E)(2) of this section;~~sixteen (16) feet;~~
 4. The ADU maintains~~with setbacks of~~ at least four (4) foot~~feet from the~~ side and rear ~~yards~~ setbacks;
 5. The ADU ~~and~~ complies with applicable front yard setbacks; and;
 6. The JADU complies with subsection (D)(1)(a) of this section.
- c. On a lot with an existing or proposed multifamily dwelling, up to two (2) detached ADUs that are eight hundred (800) square feet or less and which have a height not exceeding the applicable height limit in subsection (E)(2)~~sixteen (16) feet~~, and which comply with setbacks of at least four (4) feet from the side and rear yards, and which comply with front yard setbacks, provided that, If the existing multifamily dwelling has a rear or side yard setback of less than four (4) feet, the city will not require any modification to the existing multifamily dwelling as a condition of approving the ADU.
- d. Converted on existing multifamily building. No more than twenty-five (25) percent of the number of the existing units, but at least one (1) unit, shall be permitted as ADUs constructed within the non-livable space and are shall be enclosed on at least three (3) sides (e.g., storage rooms, boiler rooms, attics, basements, or garages) of the existing multifamily dwelling structure provided that applicable building codes are met; fractions shall be rounded down to the next lower number of dwelling units, except that at least one (1) accessory dwelling unitADU shall be allowed.
- (E) Development standards and requirements for A~~accessory dwelling units. shall comply with the following development standards and requirements:~~
- (1) Number of units.
 - a. For lots with an existing or proposed single-family dwelling, one (1) accessory dwelling unitADU shall be allowed on a lot.
 - b. For lots with an existing or proposed multifamily residential dwelling structure
 1. No more than twenty-five (25) percent of the number of the existing units, but at least one unit, shall be permitted as ADUs constructed within the non-livable space and are enclosed on at least three (3) sides (e.g., storage rooms, boiler rooms, attics, basements, or garages) of the existing multifamily dwelling structure provided that applicable building codes are met; Fractions shall be rounded down to the next lower number of dwelling units, except that at least one (1) accessory dwelling unitADU shall be allowed.
 2. Up to two (2) accessory dwelling unitADUs shall be permitted as detached from the multifamily residential structure and may be attached or detached to each other.
 - (2) Height.
 - a. Attached or detached ADUs on a lot with an existing or proposed single family or multifamily dwelling unit and complying with a four (4) feet side and four (4) feet rear setback shall not exceed one story and a height of sixteen (16) feet.
 - b. On a lot that is within one-half of one (0.5) mile walking distance of a major transit stop or a high-quality transit corridor, as those terms are defined in Section 21155 of the Public Resources Code, detached ADUs complying with a four (4) foot side and four (4) foot rear setback shall not exceed a height of eighteen (18) feet. For such ADUs, an additional two

feet in height is allowed to accommodate a roof pitch on the ADU that is aligned with the roof pitch of the primary dwelling unit.

c. On a lot with an existing or proposed multifamily, multistory dwelling, detached ADUs complying with a four (4) foot side and four (4) foot rear setback shall not exceed a height of eighteen (18) feet.

d. A height of twenty-five (25) feet or the maximum height of the principal structure according to Section 11-1.30.02 of this Code, whichever is lower, is the height limit for an accessory dwelling unit ADU that is attached to the principal dwelling. Pursuant to Section 11-1.70.11, residential lots south of Pacific Coast Highway shall obtain a height variation permit for an attached ADU over sixteen (16) feet in height measured from the natural grade. Converted area from the existing dwelling is exempt from this requirement.

e. An attached or detached accessory dwelling unit ADU complying with the setback requirements of the underlying zone shall not exceed sixteen (16) feet at one story and twenty-seven (27) feet at two (2) stories. ADUs shall not exceed two (2) stories. Pursuant to Section 11-1.70.11, residential lots south of Pacific Coast Highway shall obtain a height variation permit for an attached ADU over sixteen (16) feet in height measured from the natural grade. Converted area from the existing dwelling is exempt from this requirement.

c. Properties located South of Pacific Coast Highway.

1. An accessory dwelling unit attached to the primary dwelling or a detached accessory dwelling unit shall not exceed sixteen (16) feet and shall not exceed one story. Pursuant to Section 11-1.70.11 residential lots south of Pacific Coast Highway shall obtain a height variation permit for new structures or additions over sixteen (16) feet in height measured from the natural grade. Converted area from the existing dwelling is exempt from this requirement.

(3) Setbacks.

a. Front yard. Twenty (20) feet to a front property line.

1. Secondary front. Ten (10) feet to property line.

b. Side yard. Four (4) feet to a side property line.

c. Rear yard. Four (4) feet to a rear property line.

d. Building separation. Six (6) feet to the exterior wall of a dwelling, garage, or accessory structure located on the same lot.

e. Setbacks required by utility easements and recorded setbacks shall be maintained. No portion of an ADU shall be constructed on a public or private easement. Roof eaves may not be eliminated to meet this requirement.

f. No setback is required for an existing living area or existing accessory structure constructed in the same location and to the same dimensions as an existing structure that is converted to an accessory dwelling unit ADU or to a portion of an accessory dwelling unit ADU.

g. ADUs are not eligible for modifications to yard setbacks pursuant to Article 70.

(4) Lot coverage. An accessory dwelling unit ADU exceeding eight hundred (800) square feet shall comply with the lot coverage and floor area ratio of underlying zone requirements of Article 30.

(5) Useable open space. Accessory dwelling unit ADUs exceeding eight hundred (800) square feet shall provide, at a minimum, a continuous private recreation area of two hundred twenty-five (225) square feet with minimum interior dimensions of ten (10) feet. The private recreation shall be open and unobstructed from the ground to the sky and may be located within the interior, street side, or rear setback areas.

- (6) Floor area size.
 - a. Maximum floor area size for new construction units.
 1. Attached ~~accessory dwelling units~~ADUs with zero (0) bedrooms or one (1) bedroom are subject to a maximum size of eight hundred fifty (850) square feet or fifty (50) percent of the size of the dwelling unit, whichever is less.
 2. Attached ~~accessory dwelling units~~ADUs with two (2) or more bedrooms are subject to a maximum size of one thousand (1,000) square feet or fifty (50) percent of the size of the dwelling unit, whichever is less, ~~and~~ in no event less than eight hundred (800) square feet.
 3. ~~Attached or detached ADU~~~~Accessory dwelling units~~ located on lots with multifamily dwelling structures shall not exceed eight hundred (800) square feet each.
 24. Detached ~~accessory dwelling unit~~ADUs with zero (0) bedrooms or one bedroom are subject to a maximum size of eight hundred fifty (850) square feet.
 5. ~~Detached ADUs~~~~The maximum size of an accessory dwelling unit~~ with two (2) or more bedrooms are subject to a maximum size of is one thousand (1,000) square feet. ~~Accessory dwelling units located on lots with multifamily dwelling structures shall not exceed eight hundred (800) square feet.~~
 - b. Minimum floor area size. An attached or detached ~~accessory dwelling unit~~ADU shall provide a minimum floor area no less than one hundred fifty (150) square feet.
 - c. Converted floor area size. The conversion of an existing accessory structure or a portion of the existing primary dwelling to an ~~accessory dwelling unit~~ADU is not subject to the maximum floor area size requirement when no expansion or addition is proposed beyond the physical dimensions of the structure or dwelling other than an expansion of not more than one hundred fifty (150) square feet limited to accommodating ingress and egress for the purpose of an ~~accessory dwelling unit~~ADU; otherwise the converted floor area size shall be governed by the maximum floor area size requirement.
 - d. An ~~accessory dwelling unit~~ADU shall not be subject to the accessory buildings and structures requirements of Section 11-1.30.05.
 - e. Accessory structures including, but not limited to garages and patios attached to ~~accessory dwelling unit~~ADUs shall comply with Section 11-1.30.05 - accessory buildings and structures.
- (7) Floor area ratio. In general, the floor area ratio for all ADUs shall be subject to the floor area ratio requirements of Section 11-1.30.02. However, ADUs which are eight hundred (800) square feet or less are exempt from floor area ratio calculation.
- (8) Density. For purposes of calculating allowable density under the General Plan and Zoning Code an ~~accessory dwelling unit~~ADU is an accessory use that does not count toward the allowable density for the lot.
- (9) Parking and vehicular access.
 - a. One (1) parking space is required per ~~accessory dwelling unit~~ADU.
 - b. Parking shall be located on the same lot containing the ~~accessory dwelling unit~~ADU and may be provided as tandem parking on a driveway. Parking shall conform to the requirements of Article 66 of this Code.
 - c. Parking for the ~~accessory dwelling unit~~ADU is waived pursuant to Section 65825.2(d)(1) through (5) of the Government Code.

- d. Replacement parking is not required if a garage or covered parking structure is demolished in conjunction with the construction of an ~~accessory dwelling unit~~ADU or converted to an ~~accessory dwelling unit~~ADU.
- (10) City and public utilities.
 - a. All ADUs must be connected to public utilities, or their private equivalent, including water, electric, and sewer services. For example, if required by the building standards code, dwelling units that are proposed to be installed on a property with only septic tanks are prohibited.
 - b. Except for ADUs created solely by converting an existing single-family dwelling or a single-family accessory structure, the city may require a separate utility connection.
- (11) Design standards applicable to new construction of ADUs exceeding eight hundred (800) square feet and ADUs converted from existing structures adding more than one hundred fifty (150) square feet.
 - a. Building architecture including roof type, roof pitch, exterior materials, finishes, and color shall match the primary dwelling.
 - b. Address numerals of all dwelling units shall be clearly visible from the street or displayed in a building directory.
 - c. ADUs shall have a main entrance separate from the primary dwelling and shall not have an interior connection to any other dwelling unit.
 - d. New entry door shall not open directly toward an alley.
 - e. Replacement of the garage door shall include a new façade. The new façade shall include a minimum of one window or entryway.
 - f. Entryway shall include an exterior light fixture.
 - g. Tree preservation: Any plans for an addition or new construction shall identify the location of any mature trees onsite and provide protective measures to ensure preservation of mature trees. A mature tree is defined as any tree having a main trunk or stem measuring twenty-four (24) inches in diameter, or seventy-five (75) inches in circumference, measured at a height of four and one-half (4½) feet above ground level at the root crown. A removal includes moving a tree or removing more than one-third of a tree's vegetation. Sites without an existing mature tree must provide at least two (2) twenty-four (24) inch box trees within the front yard setback or open space area.
- ~~(12) Notice of construction.~~
 - ~~a. At least thirty (30) business days before starting any construction of an accessory dwelling unit, the property owner shall give written notice to all the owners of record of each of the adjacent residential parcels, which notice shall include the following information:~~
 - ~~1. Notice that construction has been authorized~~
 - ~~2. The anticipated start and end dates for construction~~
 - ~~3. The hours of construction~~
 - ~~4. Contact information for the project manager (for construction-related complaints)~~
 - ~~5. Contact information for building division.~~
 - ~~b. This notice requirement does not confer a right on the noticed persons or on anyone else to comment on the project before permits are issued. Approval is ministerial. This notice requirement is purely to promote neighborhood awareness and expectation.~~
- ~~(13)~~ Owner-occupancy. Subject to the requirements of California Government Code Sec. 65852.2.

~~a. Effective January 1, 2020, the owner occupancy requirement is waived until January 1, 2025, as provided in state law. The owner occupant requirement shall not be required for an accessory dwelling unit permitted between January 1, 2020, to December 31, 2024, during which time the owner occupant requirement is waived as provided in state law. However, if the lot is developed with both an accessory dwelling unit and a junior accessory dwelling unit, the junior accessory dwelling unit is subject to the owner occupancy requirement.~~

(14~~3~~) Covenant restriction. Prior to issuance of the building permit for an ~~accessory dwelling unit~~ADU, a covenant restriction, approved by the city attorney, shall be recorded with the Los Angeles County Recorder's Office, which shall include the pertinent restrictions and limitations of an ~~accessory dwelling unit~~ADU identified in this section. Said covenant restriction shall run with the land, and shall be binding upon any future owners, heirs, or assigns. A copy of the recorded covenant restriction shall be filed with the community development department as part of the building permit application. The recorded covenant restriction shall state that:

- a. The ~~accessory dwelling unit~~ADU shall not be sold, or title transferred separate and apart from the remainder of the property, except as provided in Section 65852.26 of the Government Code; and
- b. The ~~accessory dwelling unit~~ADU shall be restricted to the floor area and height allowed per the development standards at the time of building permit issuance;
- c. Any owner-occupancy requirement shall be consistent with California Government Code Sec. 65852.2. If the state allows the city to require owner-occupancy, the ADU shall be considered legal only so long as the owner resides at the property built with the ADU.
- ~~d.~~ The ~~accessory dwelling unit~~ADU shall not be operated as a short-term rental or rented for a period less than thirty (30) days; and
- ~~ed.~~ The restrictions shall be binding upon any successor in ownership of the property and lack of compliance with this provision may result in legal action against the property owner, including revocation of any right to maintain an ~~accessory dwelling unit~~ADU on the property.

(15) Illegal ~~accessory dwelling unit~~ADUs. This section shall not validate any existing illegal ~~accessory dwelling unit~~ADUs. Any conversions from illegal units to a conforming legal ~~accessory dwelling unit~~ADU shall be considered a new ~~accessory dwelling unit~~ADU subject to the provisions of this section.

- a. Effective January 1, 2020, the property owner of a lot containing an ~~accessory dwelling unit~~ADU built before January 1, 2020, that receives a notice to correct a violation of building standards may submit an application to the community development department requesting that enforcement of the violation be delayed for up to five (5) years on the basis that correcting the violation is not necessary to protect health and safety as determined by the building official; provided, that all other violations not related to the ~~accessory dwelling unit~~ADU are corrected. This provision shall expire January 1, 2030, as provided in state law.

(F) *Junior accessory dwelling units.*

(1) Purpose. The purpose of this section, junior accessory dwelling units, is to provide for the creation of junior accessory dwelling units consistent with California Government Code Section 65852.22, as amended from time to time. In any instance where there is conflict, state law shall govern.

~~(2) Definitions.~~

- ~~a. Junior accessory dwelling unit is a unit no more than five hundred (500) square feet in size and contained entirely within a proposed or existing single-family dwelling or within the walls of a garage attached to an existing single-family dwelling. It shall include permanent~~

~~provisions for living, sleeping, eating, and cooking. A junior accessory dwelling unit shall not be operated as a short term rental or rented for a period less than thirty (30) days.~~

~~(32)~~ Applicability and permissible use.

- a. ~~One (1) JADU Junior accessory dwelling units are~~ allowed on lots that contain a proposed or existing single-family dwelling. Junior accessory dwelling units are not allowed on a lot with more than one residence per residential lot zoned for single-family residences with a single-family residence built, or proposed to be built, on the lot.
- b. ~~Junior accessory dwelling units may be combined with an accessory dwelling unit on lots located within a residential or mixed-use zone with a proposed or existing single-family dwelling as provided in Section 65852.2(e) of the Government Code.~~
- c. ~~Junior accessory dwelling unit~~JADUs are prohibited on lots that contain multiple detached single-family dwellings.

~~(43)~~ Development standards and requirements. ~~Junior accessory dwelling unit~~JADUs shall comply with the following development standards and requirements:

- a. Number of units. One ~~(1) junior accessory dwelling unit~~JADU shall be allowed on a lot.
- b. Owner-occupancy. The property owner shall reside on the lot. The owner may reside in the remaining portion of the single-family dwelling or the newly created ~~junior accessory dwelling unit~~JADU.
- c. ~~A JADU shall not be operated as a short-term rental or rented for a period less than thirty (30) days.~~
- ~~ed.~~ Covenant restriction. A covenant restriction shall be completed and recorded, as provided in subsection (13) of this section.
- ~~de.~~ Location of ~~junior accessory dwelling unit~~JADU. A ~~junior accessory dwelling unit~~JADU shall be created within the walls of a proposed or existing single-family dwelling, or within the walls of a garage attached to an existing single-family dwelling.
- ~~ef.~~ Separate entry required. An exterior entrance is required for all ~~junior accessory dwelling unit~~JADUs, independent of the exterior entrance for the single-family dwelling, and shall not open directly toward an alley.
- ~~fg.~~ Kitchen requirements. The ~~junior accessory dwelling unit~~JADU shall include an efficiency kitchen, which includes a cooking facility with appliances, a food preparation counter, and storage cabinets that are reasonable to size of the unit.
- ~~gh.~~ Common sanitation. Where a ~~junior accessory dwelling unit~~JADU shares the bathroom facilities contained in the single-family dwelling, a direct unobstructed interior connection shall be provided at all times between the ~~junior accessory dwelling unit~~JADU and the bathroom facilities, and the interior connection shall not require passage through a locked door (except for a privacy lock on the bathroom door) or passage outside of the gross floor area of the ~~junior accessory dwelling unit~~JADU or single-family dwelling.

~~(54)~~ Design standards.

- a. Building architecture, exterior materials, finishes and color shall match the primary dwelling.
- b. Address numerals of all dwelling units shall be clearly visible from the street or displayed in a building directory.
- c. JADUs shall have a main entrance separate from the primary dwelling.
- d. New entry door shall not open directly toward an alley.

- e. Replacement of the garage door shall include a new façade. The new façade shall include a minimum of one window or entryway.
- f. Entryway shall include an exterior light fixture.
- (65) Parking. No parking is required for the ~~junior accessory dwelling unit~~JADU beyond the required parking for the proposed or existing single-family dwelling. However, replacement parking for the existing single-family dwelling is required when an attached garage or portion thereof is converted to a ~~junior accessory dwelling unit~~JADU. Parking shall conform to the requirements of Article 66 of this Code.
- (76) Setbacks and other zoning regulations. The ~~junior accessory dwelling unit~~JADU shall be considered a part of the single-family dwelling and shall be subject to the same requirements of the underlying zoning district as required for the single-family dwelling.
- (87) Density. For purposes of calculating allowable density under the general plan and zoning code a ~~junior accessory dwelling unit~~JADU is an accessory use that does not count toward the allowable density for the lot.
- (98) Maximum floor area. A ~~junior accessory dwelling unit~~JADU shall not exceed five hundred (500) square feet in floor area.
- (109) Minimum floor area. A ~~junior accessory dwelling unit~~JADU shall provide a minimum floor area no less than one hundred fifty (150) square feet.
- (104) Utility service. For purposes of providing service for water, sewer, or power, including a connection fee, a ~~junior accessory dwelling unit~~JADU shall not be considered a separate or new dwelling unit. An inspection may be assessed to confirm the ~~junior accessory dwelling unit~~JADU complies with development standards.
- (112) Illegal ~~junior accessory dwelling unit~~JADUs. This section shall not validate any existing illegal ~~junior accessory dwelling unit~~JADUs. Any conversions from illegal units to a conforming legal ~~junior accessory dwelling unit~~JADU shall be considered a new ~~junior accessory dwelling unit~~JADU subject to the provisions of this section.
- (123) Covenant restriction.
 - a. Prior to issuance of the building permit for a ~~junior accessory dwelling unit~~JADU, a covenant restriction, approved by the city attorney, shall be recorded with the Los Angeles County Recorder's Office, which shall include the pertinent restrictions and limitations of a ~~junior accessory dwelling unit~~JADU identified in this section. Said covenant restriction shall run with the land, and shall be binding upon any future owners, heirs, or assigns. A copy of the recorded covenant restriction shall be filed with the community development department as part of the building permit application. The recorded covenant restriction shall state that:
 1. The ~~junior accessory dwelling unit~~JADU shall not be sold separately from the single-family dwelling;
 2. The ~~junior accessory dwelling unit~~JADU shall be restricted to the maximum size allowed per the development standards;
 3. The ~~junior accessory dwelling unit~~JADU shall be considered legal only so long as either the single-family dwelling or the ~~junior accessory dwelling unit~~JADU is occupied by the property owner;
 4. The ~~junior accessory dwelling unit~~JADU shall not be operated as a short-term rental or rented for periods less than thirty (30) days;
 5. The restrictions shall be binding upon any successor in ownership of the property and lack of compliance with this provision may result in legal action against the property

owner, including revocation of any right to maintain a ~~junior accessory dwelling unit~~ JADU on the property.



Community & Economic Development
Department
Planning Division
24300 Narbonne Avenue
Lomita, CA 90717
310/325-7110
FAX 310/325-4024

NOTICE OF EXEMPTION

Project Title: ZONE TEXT AMENDMENT NO. 2023-06

Project Description:

ZONE TEXT AMENDMENT NO. 2023-06, An amendment to Lomita Municipal Code Article 30 (Residential Zones) modifying the zoning code related to Accessory Dwelling Units, Junior Accessory Dwelling Units. Initiated by the City of Lomita.

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
- ☒ 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 California Public Resources Code (CPRC) 21080.17. The California Environmental Quality Act (CEQA) does not apply to the adoption of an ordinance by a city or county implementing the provisions of Section 65852.2 of the Government Code, which is the code section for the State's Accessory Dwelling Unit law.

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