

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
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Next Resolution No. 2023-11
Next Ordinance No. 854

**AGENDA
REGULAR MEETING
LOMITA CITY COUNCIL
TUESDAY, MAY 16, 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/83306576837>

Telephone Option: (669)-900-6833 Meeting ID: 833 0657 6837

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 Pro Tem Uphoff
- d) Roll Call

2. APPROVAL OF AGENDA**3. PRESENTATIONS**

None scheduled.

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-q 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 City Council Meeting of April 4, 2023

RECOMMENDED ACTION: Approve minutes.

- c. Warrants/Payroll Register

RECOMMENDED ACTION: Approve and file Warrants/Payroll Register.

- d. Monthly Report for the Administrative Services Department

RECOMMENDED ACTION: Receive and file the report.

- e. Monthly Report for the City Manager's Department

RECOMMENDED ACTION: Receive and file the report.

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

RECOMMENDED ACTION: Receive and file the report.

- g. Monthly Report for the Recreation and Facilities Division

RECOMMENDED ACTION: Receive and file the report.

- h. Monthly Report for the Public Works Department

RECOMMENDED ACTION: Receive and file the report.

- i. March 2023 Treasury & Investment Report

RECOMMENDED ACTION: Receive and file the report.

- j. Second Reading and Adoption of Ordinance No. 851 Approving a Zone Text Amendment Updating Regulations Regarding the Keeping of Hen Chickens and Finding the Action Exempt from the California Environmental Quality Act

RECOMMENDED ACTION: Adopt ordinance.

ORDINANCE NO. 851 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, APPROVING ZONING TEXT AMENDMENT 2023-04 AMENDING LOMITA MUNICIPAL CODE TITLE XI (PLANNING AND ZONING), CHAPTER 1 (ZONING), ARTICLE 30 (RESIDENTIAL ZONES) TO UPDATE REGULATIONS REGARDING THE KEEPING OF HEN CHICKENS WITHIN THE A-1 (AGRICULTURE, NONCOMMERCIAL) AND R-1 (SINGLE-FAMILY RESIDENTIAL) ZONES AND FINDING THE ACTION TO BE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

- k. Second Reading and Adoption of Ordinance No. 852 Approving a Zone Text Amendment Regulating Planned Residential Developments and Finding the Action Exempt from the California Environmental Quality Act

RECOMMENDED ACTION: Adopt ordinance.

ORDINANCE NO. 852 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, APPROVING ZONING TEXT AMENDMENT 2023-05 AMENDING LOMITA MUNICIPAL CODE TITLE XI (PLANNING AND ZONING), CHAPTER 2 (DIVISION OF LAND), ARTICLE 4 (DESIGN), SECTION 11-2.171 (LOT DESIGN), AND CHAPTER 1 (ZONING), ARTICLE 15 (DEFINITIONS), TO SPECIFY REGULATIONS IN COMPATIBILITY WITH ADOPTED ORDINANCE NO. 839 REGULATING PLANNED RESIDENTIAL DEVELOPMENTS AND FINDING THE ACTION TO BE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

- l. Second Reading and Adoption of Ordinance No. 853 Approving a Zone Text Amendment Updating Outdoor Dining Regulations and Finding the Action Exempt from the California Environmental Quality Act

RECOMMENDED ACTION: Adopt ordinance.

ORDINANCE NO. 853 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, APPROVING ZONING TEXT AMENDMENT 2023-03 AMENDING LOMITA MUNICIPAL CODE TITLE XI (PLANNING AND ZONING), CHAPTER 1 (ZONING), ARTICLE 68 (SPECIAL DEVELOPMENT STANDARDS), SECTION 11-1.68.06 (OUTDOOR DINING) TO UPDATE OUTDOOR DINING REGULATIONS AND FINDING THE ACTION TO BE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

- m. Fiscal Year (FY) 2022/23 Quarterly Financial Report Third Quarter Ending March 31, 2023

RECOMMENDED ACTION: Receive and file the report.

- n. ARPA Job Creation Program Application for Corridor Flow

RECOMMENDED ACTION: Approve one application under the City's ARPA Business Assistance Program; and authorize the City Manager to make amendments as may be necessary with approval of the City Attorney to execute agreements with the applicant.

- o. Lease Agreement with the Hillside Memorial Park for 25 Acre-Feet of Unused FY 2022-2023 Groundwater Pumping Rights

RECOMMENDED ACTION: Approve a lease agreement with the Hillside Memorial Park for 25 acre-feet of unused FY 2022-2023 groundwater pumping rights at a price of \$110.00 per acre-foot for a total of \$2,750; and authorize the City Manager and City Clerk to execute the agreement.

- p. Memorandum of Agreement for the Coordinated Integrated Monitoring Program and Watershed Management Program for the Dominguez Channel Watershed Management Area

RECOMMENDED ACTION: Approve the Memorandum of Agreement (MOA) between the City of Los Angeles, the City of Carson, the City of El Segundo, the City of Hawthorne, the City of Inglewood, the City of Lawndale, the City of Lomita, Los Angeles County Flood Control District, the County of Los Angeles, and the South Bay Cities Council of Governments regarding the administration and cost sharing for implementing the Coordinated Integrated Monitoring Program (CIMP) and Watershed Management Program (WMP) for the Dominguez Channel Watershed Management Area; authorize the Mayor to sign the MOA; and authorize Lomita's estimated share of the funding, \$269,802 over three years.

- q. Professional Services Agreement with BOA Architecture for Stephenson Center Maintenance Project

RECOMMENDED ACTION: Approve a Professional Services Agreement with Black, O'Dowd and Associates (dba BOA Architecture) for Engineering Design Services for Stephenson Center Maintenance Project in the amount of \$48,500.00 plus a 20% contingency amount of \$9,700.00; appropriate \$58,200.00 to the Park Grant Fund for this project; and authorize the City Manager and City Clerk to execute the Agreement.

8. SCHEDULED ITEMS

- a. **DISCUSSION AND CONSIDERATION TO END THE CURRENT DROUGHT RESPONSE LEVEL 2 AND ADOPT A RESOLUTION DECLARING A DROUGHT RESPONSE LEVEL 1 SHORTAGE ALERT**

Presented by Carla Dillon, Public Works Director

RECOMMENDED ACTION: Declare an end to the current Drought Response Level 2, adopt Resolution 2023-11 declaring a Drought Response Level 1 Shortage Alert and find the action exempt from the California Environmental Quality Act (CEQA).

RESOLUTION NO. 2023-11 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, ADOPTING A WATER SHORTAGE CONTINGENCY STAGE 1 AND FINDING THE SAME EXEMPT FROM CEQA

- b. Discussion and Consideration to Appoint New Commissioners to the Planning Commission and Public Safety Traffic Commission

Presented by Ryan Smoot, City Manager

RECOMMENDED ACTION: Consider candidates to fill one seat on the Public Safety Traffic Commission with a term ending June 2027, and two seats on the Planning Commission with terms ending June 2027.

c. DISCUSSION AND CONSIDERATION OF THE APPROVAL OF VARIOUS AGREEMENTS RELATED TO FOUNDERS DAY 2023

Presented by Emma Kelley, Recreation Manager

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

d. UPDATE & DISCUSSION OF GOLF CLASSIC AND MAYOR'S CUP 2023

Presented by Emma Kelley, Recreation Manager

RECOMMENDED ACTION: After discussion, provide direction to staff to cancel or replace the Golf Classic and Mayor's Cup 2023.

9. PUBLIC HEARINGS

None scheduled.


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: May 11, 2023



Kathleen Horn Gregory, MMC, City Clerk

**MINUTES OF THE
LOMITA CITY COUNCIL
REGULAR MEETING
TUESDAY, APRIL 4, 2023**

1. OPENING CEREMONIES

a. Call Meeting to Order

The regular meeting of the Lomita City Council was called to order by Mayor Waite at 6:01 p.m. on Tuesday, April 4, 2023, in the Council Chambers at Lomita City Hall, 24300 Narbonne Avenue, Lomita, California.

b. Flag Salute

Mayor Waite led the salute to the flag.

c. Invocation

Mayor Waite gave the invocation.

d. Roll Call

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

ABSENT: Council Member Gazeley

STAFF PRESENT: City Manager Smoot, City Attorney Rusin, Community and Economic Development Director Rindge, Associate Planner MacMorran, and City Clerk Gregory

e. Closed Session Report

City Attorney Rusin gave the closed session report for the special meeting held on March 21, 2023, at 5:15 p.m. He stated that he believes that a report was given, but it was not found on the video recording, so in an abundance of caution he decided to report out this evening. All members of the Council were present to discuss the item on the posted agenda and there was no reportable action taken.

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: Segawa, Waronek, Mayor Pro Tem Uphoff, and Mayor Waite
NOES: None

ABSENT: Council Member Gazeley

3. PRESENTATIONS

Mayor Waite presented certificates of recognition to Lomita Station's Deputy John Hong and Sergeant David Duarte, who completed the February 26 Osaka Marathon on behalf of the Lomita Sister City Association. Lomita's sister city, Takaishi, is in Osaka Prefecture.

Mayor Waite presented John Whalen, on behalf of OneLegacy Foundation, a Proclamation Declaring April DMV Donate Life Month. Mr. Whalen stated that his life was saved in 2013 because of a liver transplant. He stressed the importance of organ donation and urged others to sign up as donors at the DMV or at www.donatelife.org.

4. ORAL COMMUNICATIONS

Mayor Waite announced the time for public comments on Consent Agenda items or subjects other than those scheduled.

Winona Phillabaum, Lomita Community Library Manager, announced upcoming events and programs.

There being no other requests to speak, Mayor Waite closed oral communications.

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

Council Member Segawa reported on the following:

- March 23 – South Bay Cities Council of Governments (SBCCOG) General Assembly Meeting
- Recent Water Subcommittee Meeting
- March 29 – California Contract Cities Association (CCCA)/Association for Los Angeles Deputy Sheriffs (ALADS) Dinner with Sheriff Robert Luna
- Recent Founders Day Subcommittee Meeting

Mayor Pro Tem Uphoff reported on the following:

- March 22 – CCCA Legislative Assembly
- March 23 – SBCCOG General Assembly Meeting
- March 28 – SBCCOG Senior Services Working Group
- Recent Water Subcommittee Meeting
- March 29 – California Contract Cities Association (CCCA)/Association for Los Angeles Deputy Sheriffs (ALADS) Dinner with Sheriff Robert Luna
- March 30 – CCCA Public Safety Committee Meeting

Council Member Waronek reported on the following:

- Recent Founders Day Committee Meeting; he announced that this year's Founders Day Celebration will take place on June 24 and June 25
- Recent Lomita-Harbor City Kiwanis Club Meeting

- March 29 – California Contract Cities Association (CCCA)/Association for Los Angeles Deputy Sheriffs (ALADS) Dinner with Sheriff Robert Luna
- Announced the Golden Apple Awards will take place May 5
- Announced April 6 as CCCA Los Angeles County Local Advocacy Day

Mayor Waite reported on the following:

- March 28 – Filipino American Creative Group Meeting
- Announced Annual Easter Egg Hunt at Lomita Park will take place April 8

6. CITY MANAGER'S REPORT (information only)

City Manager Smoot announced that the annual Lomita Railroad Museum Tea will take place on April 30, 2023.

7. CONSENT AGENDA

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

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

Approved the following Consent Agenda items:

- 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 City Council Meetings of March 7, 2023, and March 21, 2023

RECOMMENDED ACTION: Approve minutes.

- c. Warrants/Payroll Register

RECOMMENDED ACTION: Approve and file Warrants/Payroll Register.

- d. Proclamation Recognizing April 28, 2023, as Arbor Day

RECOMMENDED ACTION: Adopt proclamation.

- e. First Amendment to Agreement with AKM for Construction Management Services related to the Cypress Facility Upgrades

RECOMMENDED ACTION: Approve the First Amendment to Agreement 2020-22 with AKM Consulting Engineers for construction management services related to Cypress Facility upgrades for a total not to exceed \$513,826 inclusive of previously approved funding; and authorize the City Manager and City Clerk to execute the Amendment.

- f. Accept Work and File Notice of Completion for the Street Reconstruction Project Zones C & F

RECOMMENDED ACTION: Accept the work performed by Sequel Contractors, Inc. for the construction of Street Reconstruction Project Zones C & F; authorize the Public Works Director to sign the Notice of Completion (NOC) and release the 5% retention payment in the amount of \$104,910.14. to Sequel Contractors, Inc. 35 calendar days after recordation of the NOC by the County Recorder's Office contingent upon no claims being filed on the project; and authorize the City Clerk to file the NOC with the County Recorder's Office.

- g. Agreement with Calgon Carbon Corporation for the Cypress Water Production Facility

RECOMMENDED ACTION: Authorize the City Manager and City Clerk to execute an agreement with Calgon Carbon Corporation for granular activated carbon, in a form approved by the City Attorney, for an amount up to \$520,000.

- h. Consideration of Settlement Agreements with Defendants Teva, Allergan, Walmart, Walgreens, and CVS who have Entered into the 2022 National Opioid Settlement Agreements

RECOMMENDED ACTION: Opt into settlement agreements with three pharmacy chains—CVS, Walgreens, and Walmart and direct the City Manager to execute any documents necessary to implement the action and, when possible, allocate the City's designated share of settlement funds to the County of Los Angeles; and Opt into settlement agreements with two opioid manufacturers—Allergan and Teva and direct the City Manager to execute any documents necessary to implement the action and, when possible, allocate the City's designated share of settlement funds to the County of Los Angeles.

- i. 2022 Annual Progress Report for the General Plan

RECOMMENDED ACTION: Receive and file the City's 2022 Annual Progress Report on the General Plan. Review and submittal of the report is not a project requiring review under the California Environmental Quality Act (CEQA).

- j. Resolution of Public Convenience and Necessity Relative to Conditional Use Permit No. 307, for the Sale of Beer, Wine, and Distilled Spirits for Target Located at 2130 Pacific Coast Highway in the C-R (Commercial Retail) Zone

RECOMMENDED ACTION: Adopt resolution.

2023-06 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, RESOLVING THE PUBLIC CONVENIENCE AND NECESSITY OF AN ABC LICENSE FOR THE SALE OF BEER, WINE, AND DISTILLED SPIRITS FOR OFF-SITE CONSUMPTION AT 2130 PACIFIC COAST HIGHWAY

8. SCHEDULED ITEMS

a. DISCUSSION REGARDING SAFE AND SANE FIREWORKS

RECOMMENDED ACTION: Receive the information presented, discuss, and if desired, provide further direction.

City Manager Smoot presented the staff report per the agenda material. He outlined past efforts by the City relative to allowing fireworks, including two advisory measures. The City Council took action to rescind those measures later, and some minor amendments have been made to City policy in recent history, mostly relative to fines. He outlined enforcement efforts and related costs to the City, and discussed how some L.A. County cities allow sales of “safe and sane” fireworks while prohibiting the use of unapproved fireworks. In such cases, a limited number of permits for stands are issued by such cities, generally to community groups and non-profits serving the community directly, and sales are often a major fundraising source for these groups. However, cities surveyed note continued challenges and significant costs with enforcement, as well as continued or increased use of illegal fireworks.

There was brief Council discussion relative to a possible surcharge on sales of fireworks (if “safe and sane” ones are made legal again in the future) in the City to go toward enforcement efforts, just how safe the “safe and sane” fireworks actually are, and the hazards of regular fireworks causing brushfires. Consideration was given to gathering opinions on the matter from residents via a community survey later this year.

John Kelly, Vice President of TNT Fireworks, was invited to speak. He stated that 35 cities put this issue to ballot and the voters of each decided to allow the “safe and sane” fireworks. TNT Fireworks offers the free Nail ‘em app, which allows for anonymous reporting of illegal fireworks activity to local public safety agencies. He added that some cities have surcharges on the sales of fireworks, and that he would research how that works.

City Manager Smoot mentioned that Lomita residents can email the City’s Code Enforcement anonymously to report illegal fireworks.

Mayor Waite opened the public hearing at 6:55 p.m.

Henry Sanchez, Lomita resident, stated that he was disappointed when Lomita no longer allowed “safe and sane” fireworks, but even if they were allowed, people would still use illegal fireworks as well. He added that adjacent jurisdictions must be considered, especially up on the hill, as there have been brushfires due to fireworks, and that use of illegal fireworks often results in injuries.

As there were no further requests from the public to speak on this item, Mayor Waite closed the public hearing at 6:57 p.m. and brought the item back to the Council.

It was the consensus of the Council to direct staff to include in the next community survey questions on whether to allow “safe and sane” fireworks in Lomita, to consider a pilot test of the Nail ‘em app, and to research the feasibility of a “safe and sane” fireworks sales surcharge to aid the City in enforcement of illegal fireworks should the “safe and sane” variety be made legal in Lomita.

9. PUBLIC HEARINGS

- a. **DISCUSSION AND CONSIDERATION OF AN ORDINANCE AMENDING LOMITA MUNICIPAL CODE TITLE VI (BUSINESSES, PROFESSIONS AND TRADES), CHAPTER 8 (MASSAGE BUSINESSES AND PRACTITIONERS) TO CLARIFY LANGUAGE AND SPECIFY REGULATIONS** (No staff report)

RECOMMENDED ACTION: Continue the item to the April 18, 2023, City Council meeting.

Director Rindge requested continuation of this item to the April 18, 2023, City Council meeting.

Mayor Waite opened the public hearing at 7:00 p.m. As no members of the public requested to speak on this item, he asked for a motion from the Council to continue the public hearing.

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: Segawa, Waronek, Mayor Pro Tem Uphoff, and Mayor Waite

NOES: None

ABSENT: Council Member Gazeley

- b. **DISCUSSION AND CONSIDERATION OF ZONING TEXT AMENDMENT NO. 2023-02, AN ORDINANCE AMENDING LOMITA MUNICIPAL CODE TITLE XI (PLANNING AND ZONING) TO MODIFY OFF-STREET PARKING RESTRICTIONS AND PERMIT ADDITIONAL TYPES OF PARKING LOT SIGNS, TO ADD DEFINITIONS**

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 Sections 11-1.15(D) and 11-1.15(S) (Definitions), Section 11-1.66.05 to modify off-street parking regulations and Article 67 to modify sign regulations, find the project is categorically exempt from the California Environmental Quality Act, and direct staff to schedule the second reading and adoption of the ordinance.

Associate Planner MacMorran presented the staff report per the agenda material. The City's Code is out of step with the parking needs of contemporary retail stores. Inclusion of designated (as for customer pickup of online orders) and short-term (as for Uber Eats and the like) parking spaces is now the norm.

There was brief Council discussion relative to enforcement responsibility of parking time limits, designated parking for a single tenant, and short-term parking shared by all tenants of a shopping center.

Director Rindge stated that the Lomita Chamber of Commerce supports the ordinance.

Mayor Waite opened the public hearing at 7:15 p.m.

Megan Smith, Vice-President of Balboa Retail Partners, was available to answer any questions from the Council. She stated that designated stalls are critical today as Target's online orders for customer pickup now comprise 10% of all sales.

As there were no further requests from the public to speak on this item, Mayor Waite closed the public hearing at 7:18 p.m. and brought the item back to the Council for further discussion or a motion.

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

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

MOTION CARRIED by the following vote:

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

Introduced the following titled ordinance:

ORDINANCE NO. 847 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, APPROVING ZONE TEXT AMENDMENT No. 2023-02 AND AMENDING LOMITA MUNICIPAL CODE TITLE XI (PLANNING AND ZONING) ARTICLE 15 (DEFINITIONS), ARTICLE 66 (OFF-STREET PARKING, STORAGE AND LOADING), AND ARTICLE 67 (SIGNS) AND FINDING THE ACTION TO BE CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT. INITIATED BY BRFI LOMITA II, LLC, 11611 SAN VICENTE BOULEVARD, SUITE 900, LOS ANGELES, CA 90049 (APPLICANT)

10. ADJOURNMENT

There being no further business to discuss, Mayor Waite adjourned the meeting, in memory of former Lomita Commissioner Richard Colbary and Wayne Spencer, longtime Chair of the South Bay Workforce Investment Board, at 7:22 p.m.

Respectfully submitted,

Kathleen Horn Gregory, MMC, City Clerk
Adopted:

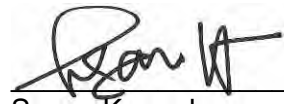
TO: Honorable Mayor and City Council
FROM: Administrative Services Department
DATE: May 16, 2023
SUBJECT: WARRANT REGISTER
PAYROLL REGISTER

May 16, 2023 TOTAL WARRANTS ISSUED: \$ 812,522.33
Wires Transfers: 10866-10875
Check Numbers: 530596-530685

Total Pages of Register: 16

May 5, 2023 TOTAL PAYROLL ISSUED: \$125,388.70

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 Register

By Vendor Name

Payment Dates 5/3/2023 - 5/16/2023

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
Vendor: 12798 - 4LEAF, Inc.					
530596	05/16/2023	4LEAF, Inc.	J4121C	Augmented Code Enforcement ...	8,250.00
Vendor 12798 - 4LEAF, Inc. Total:					8,250.00
Vendor: 7114 - ACE Party Rents					
530597	05/16/2023	ACE Party Rents	0037653	Table Banquet 6' X 30"	585.00
530597	05/16/2023	ACE Party Rents	0037653	Canopy 30 X 40 White	840.00
530597	05/16/2023	ACE Party Rents	0037653	Water, Barrel for Canopy	250.00
530597	05/16/2023	ACE Party Rents	0037653	Chair Samsonite White	250.00
530597	05/16/2023	ACE Party Rents	0037653	Set Up, Take Down, and Delivery	599.71
530597	05/16/2023	ACE Party Rents	0037653	Fire Extinguisher	60.00
530597	05/16/2023	ACE Party Rents	0037653	No Smoking Sign	20.00
530597	05/16/2023	ACE Party Rents	0037653	Table 36" Rd. Bar Height	187.50
Vendor 7114 - ACE Party Rents Total:					2,792.21
Vendor: 7353 - ACE Whatever It Takes					
530598	05/16/2023	ACE Whatever It Takes	5825	White Water-Based Stain Blocki...	15.42
530598	05/16/2023	ACE Whatever It Takes	5825	State Paint Care Fee	0.39
530598	05/16/2023	ACE Whatever It Takes	5825	3M Scotch-Brite	11.01
530598	05/16/2023	ACE Whatever It Takes	5833	4" W X 3/8" Trim Roller with Fr...	7.27
530598	05/16/2023	ACE Whatever It Takes	5833	Company Brass 3/8" D X 3/8" D...	5.50
530598	05/16/2023	ACE Whatever It Takes	5833	4" W X 3/8" Mini Paint Roller wi...	7.70
530598	05/16/2023	ACE Whatever It Takes	5833	Silver Hose Clamp Stainless Stee...	5.27
530598	05/16/2023	ACE Whatever It Takes	5834	12" Metal Wood Demolition Rec...	59.51
530598	05/16/2023	ACE Whatever It Takes	5834	9" Carbide Demolition Recipro...	30.85
530598	05/16/2023	ACE Whatever It Takes	5834	20 V 3 Ah Lithium-Ion Compact ...	220.49
530598	05/16/2023	ACE Whatever It Takes	5840	Wall Scraper Stiff	8.81
530598	05/16/2023	ACE Whatever It Takes	5845	Gorilla Tape Tough & Wide	19.83
530598	05/16/2023	ACE Whatever It Takes	5846	Misc. Fasteners	1.79
530598	05/16/2023	ACE Whatever It Takes	5846	Misc. Fasteners	1.06
530598	05/16/2023	ACE Whatever It Takes	5846	Misc. Fasteners	1.12
530598	05/16/2023	ACE Whatever It Takes	5848	Knit 4" W X 1/2" Paint Roller Co...	6.61
530598	05/16/2023	ACE Whatever It Takes	5848	Plastic 10" W X 13" L Paint Tray ...	15.42
530598	05/16/2023	ACE Whatever It Takes	5863	1/4 in. MPT Brass Counter Sunk...	2.19
530598	05/16/2023	ACE Whatever It Takes	5863	Aluminum Sillcock Key 1 pc	2.64
530598	05/16/2023	ACE Whatever It Takes	5863	Flare Plug 1/4" Brass	3.08
530598	05/16/2023	ACE Whatever It Takes	5863	1/4 in. MPT Brass Nipple	6.58
530598	05/16/2023	ACE Whatever It Takes	5863	1/4 in. FPT X 1/4 in. D MPT Bras...	8.37
530598	05/16/2023	ACE Whatever It Takes	5863	WD40 smart Straw 12 oz	19.82
Vendor 7353 - ACE Whatever It Takes Total:					460.73
Vendor: 6691 - AES Global, Inc.					
530599	05/16/2023	AES Global, Inc.	AES033123	SCADA Upgrades-PRS Zone Issue	540.00
Vendor 6691 - AES Global, Inc. Total:					540.00
Vendor: 4015 - AFLAC					
530600	05/16/2023	AFLAC	525155	Employee Life/Accident Benefit...	145.03
530600	05/16/2023	AFLAC	525155	Employee Life/Accident Benefit...	43.49
530600	05/16/2023	AFLAC	525155	Employee Life/Accident Benefit...	22.36
530600	05/16/2023	AFLAC	525155	Employee Life/Accident Benefit...	51.01
Vendor 4015 - AFLAC Total:					261.89
Vendor: 12207 - AKM Consulting Engineers, Inc.					
530601	05/16/2023	AKM Consulting Engineers, Inc.	0012016	Consulting Services for CWPFP U...	2,340.00
530601	05/16/2023	AKM Consulting Engineers, Inc.	0012056	Consulting Services for CWPFP U...	2,670.00
530601	05/16/2023	AKM Consulting Engineers, Inc.	0012083	Consulting Services for CWPFP U...	7,580.00

Warrant Register

Payment Dates: 5/3/2023 - 5/16/2023

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
530601	05/16/2023	AKM Consulting Engineers, Inc.	0012152	Consulting Seivces for CWPf Ug...	7,290.00
Vendor 12207 - AKM Consulting Engineers, Inc. Total:					19,880.00
Vendor: 7445 - All City Management Services, Inc.					
530602	05/16/2023	All City Management Services, I...	84984	Crossing Guard Services	2,669.40
530602	05/16/2023	All City Management Services, I...	85322	Crossing Guard Services	4,804.92
Vendor 7445 - All City Management Services, Inc. Total:					7,474.32
Vendor: 0240 - Altec Industries, Inc.					
530603	05/16/2023	Altec Industries, Inc.	7428648	Aerial Device Truck-Document ...	77.18
530603	05/16/2023	Altec Industries, Inc.	7428648	Aerial Device Truck	191,173.50
530603	05/16/2023	Altec Industries, Inc.	7428648	Aerial Device Truck-Admin Fee	60.65
Vendor 0240 - Altec Industries, Inc. Total:					191,311.33
Vendor: 12155 - Amazon Capital Services					
530604	05/16/2023	Amazon Capital Services	16PW-1PMF-3NJT	Returning 50-Amp Generator Ex...	-70.93
530604	05/16/2023	Amazon Capital Services	1GFK-J3VY-43MH	C Cell Batter 12 Count	59.46
530604	05/16/2023	Amazon Capital Services	1GFQ-FK9V-Q4QV	SanDisk Memory Card 256GB	24.24
530604	05/16/2023	Amazon Capital Services	1KJT-3RP9-1Q9C	Color 32 lb Copy Paper 11 X 17,...	45.19
530604	05/16/2023	Amazon Capital Services	1RTV-6FL6-QD43	Cotton Gloves, 10 Pairs	11.01
530604	05/16/2023	Amazon Capital Services	1RTV-6FL6-QD43	Fujifilm Instax Wide Instant Film..	126.31
Vendor 12155 - Amazon Capital Services Total:					195.28
Vendor: 4010 - Ameritas Life Insurance					
530605	05/16/2023	Ameritas Life Insurance	May 23	Employee Dental Insurance-May..	50.88
530605	05/16/2023	Ameritas Life Insurance	May 23	Employee Dental Insurance-May..	2,922.53
530605	05/16/2023	Ameritas Life Insurance	May 23	Employee Dental Insurance-May..	94.13
530605	05/16/2023	Ameritas Life Insurance	May 23	Employee Dental Insurance-May..	73.78
530605	05/16/2023	Ameritas Life Insurance	May 23	Employee Dental Insurance-May..	38.16
530605	05/16/2023	Ameritas Life Insurance	May 23	Employee Dental Insurance-May..	53.33
530605	05/16/2023	Ameritas Life Insurance	May 23	Employee Dental Insurance-May..	152.64
530605	05/16/2023	Ameritas Life Insurance	May 23	Employee Dental Insurance-May..	72.46
530605	05/16/2023	Ameritas Life Insurance	May 23	Employee Dental Insurance-May..	61.06
530605	05/16/2023	Ameritas Life Insurance	May 23	Employee Dental Insurance-May..	101.76
530605	05/16/2023	Ameritas Life Insurance	May 23	Employee Dental Insurance-May..	96.67
530605	05/16/2023	Ameritas Life Insurance	May 23	Employee Dental Insurance-May..	180.62
530605	05/16/2023	Ameritas Life Insurance	May 23	Employee Dental Insurance-May..	101.76
530605	05/16/2023	Ameritas Life Insurance	May 23	Employee Dental Insurance-May..	11.70
530605	05/16/2023	Ameritas Life Insurance	May 23	Employee Dental Insurance-May..	5.09
530605	05/16/2023	Ameritas Life Insurance	May 23	Employee Dental Insurance-May..	7.63
530605	05/16/2023	Ameritas Life Insurance	May 23	Employee Dental Insurance-May..	16.28
530605	05/16/2023	Ameritas Life Insurance	May 23	Employee Dental Insurance-May..	63.60
530605	05/16/2023	Ameritas Life Insurance	May 23	Employee Dental Insurance-May..	53.33
530605	05/16/2023	Ameritas Life Insurance	May 23	Employee Dental Insurance-May..	656.67
Vendor 4010 - Ameritas Life Insurance Total:					4,814.08
Vendor: 6867 - ASSA ABLOY Entrance Systems U.S., Inc.					
530606	05/16/2023	ASSA ABLOY Entrance Systems ...	SCI 72727	Maintenance Electric Doors	257.70
530606	05/16/2023	ASSA ABLOY Entrance Systems ...	SEI 1621891	Maintenance Electric Doors-La...	756.20
530606	05/16/2023	ASSA ABLOY Entrance Systems ...	SEI 1621891	Electric Doors-Roller, Hanger Be...	1,477.97
Vendor 6867 - ASSA ABLOY Entrance Systems U.S., Inc. Total:					2,491.87
Vendor: 4020 - Automatic Data Processing					
10866	05/05/2023	Automatic Data Processing	632270565	Payroll Processing-Pay Ending 3...	1,370.28
10866	05/05/2023	Automatic Data Processing	632270565	Payroll Processing-Pay Ending 3...	456.76
10867	05/05/2023	Automatic Data Processing	632270266	Workforce Time and Attendance	687.39
10867	05/05/2023	Automatic Data Processing	632270266	Workforce Time and Attendance	229.13
10868	05/05/2023	Automatic Data Processing	632270658	Workforce HCM	522.00
10868	05/05/2023	Automatic Data Processing	632270658	Workforce HCM	174.00
Vendor 4020 - Automatic Data Processing Total:					3,439.56
Vendor: 3334 - Autozone, Inc.					
530607	05/16/2023	Autozone, Inc.	2859630534	V-Ribbed Belt	20.94
530607	05/16/2023	Autozone, Inc.	2859635627	2 5/16" X 2" X 1 7/8" Tri Ball M...	62.20
530607	05/16/2023	Autozone, Inc.	2859638362	Acetone Gallon Rust-Oleum	30.86

Warrant Register

Payment Dates: 5/3/2023 - 5/16/2023

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
530607	05/16/2023	Autozone, Inc.	2859638362	Wire Dividers	9.69
Vendor 3334 - Autozone, Inc.				Total:	123.69
Vendor: 0515 - Blueprint Service & Supply					
530608	05/16/2023	Blueprint Service & Supply	15283	Printing Service	8.73
Vendor 0515 - Blueprint Service & Supply				Total:	8.73
Vendor: 12835 - Boombox Mobile Stage & Sound, LLC.					
530609	05/16/2023	Boombox Mobile Stage & Sound...	23119	Mobile Stage w/Small Light Syst...	3,600.00
Vendor 12835 - Boombox Mobile Stage & Sound, LLC. Total:					3,600.00
Vendor: 7257 - Brit West Soccer					
530610	05/16/2023	Brit West Soccer	042423	Soccer Class	916.13
Vendor 7257 - Brit West Soccer				Total:	916.13
Vendor: 3168 - California Banner & Sign Co.					
530611	05/16/2023	California Banner & Sign Co.	20046	Banner, Pre-Spaced Lettering, C...	109.50
530611	05/16/2023	California Banner & Sign Co.	20047	Movies Under the Stars Banner	164.25
Vendor 3168 - California Banner & Sign Co. Total:					273.75
Vendor: 7524 - California Consulting, Inc.					
530612	05/16/2023	California Consulting, Inc.	5924	Grant Writing Services	4,000.00
Vendor 7524 - California Consulting, Inc. Total:					4,000.00
Vendor: 0605 - California Contract Cities Association					
530613	05/16/2023	California Contract Cities Associ...	042723	Annual Municipal Seminar Regis...	825.00
Vendor 0605 - California Contract Cities Association				Total:	825.00
Vendor: 12810 - California Greenhouses & OC Succulents					
530614	05/16/2023	California Greenhouses & OC Su...	201-45405	15G Agave Attenuata	262.40
530614	05/16/2023	California Greenhouses & OC Su...	201-45405	10"/5G Crassula Ovata Sunset	69.47
530614	05/16/2023	California Greenhouses & OC Su...	201-45405	10"/5G Echeveria Cante	49.61
530614	05/16/2023	California Greenhouses & OC Su...	201-45495	15G Agave attenuata	130.90
Vendor 12810 - California Greenhouses & OC Succulents Total:					512.38
Vendor: 0685 - California Pro Sports					
530615	05/16/2023	California Pro Sports	14-17258	40 Plastic Whistles, Black	154.13
Vendor 0685 - California Pro Sports Total:					154.13
Vendor: 7319 - California State Disbursement Unit					
530616	05/16/2023	California State Disbursement ...	051923	Employee Garnishment-Pay Dat...	230.76
Vendor 7319 - California State Disbursement Unit				Total:	230.76
Vendor: 0655 - California Water Service					
530617	05/16/2023	California Water Service	6984422222-042723	PV Dr. No. Rolling Vista Medians	243.49
530617	05/16/2023	California Water Service	8594422222-042723	Landscape Maint. District #1	312.57
Vendor 0655 - California Water Service Total:					556.06
Vendor: 4653 - Chinh Nguyen					
530618	05/16/2023	Chinh Nguyen	041823	Reimbursement for Wire Harne...	102.37
Vendor 4653 - Chinh Nguyen				Total:	102.37
Vendor: 6934 - Clinical Laboratory of San Bernardino, Inc.					
530619	05/16/2023	Clinical Laboratory of San Berna...	2300571	Water Quality Report March 23	1,827.50
Vendor 6934 - Clinical Laboratory of San Bernardino, Inc. Total:					1,827.50
Vendor: 6751 - Conico Roro, Inc.					
530620	05/16/2023	Conico Roro, Inc.	043023	Parking Enforcement	162.64
530620	05/16/2023	Conico Roro, Inc.	043023	Facilities	65.00
530620	05/16/2023	Conico Roro, Inc.	043023	Park	135.20
530620	05/16/2023	Conico Roro, Inc.	043023	PW	88.27
530620	05/16/2023	Conico Roro, Inc.	043023	Sidewalk Program-Gas	505.15
530620	05/16/2023	Conico Roro, Inc.	043023	Water	690.98
Vendor 6751 - Conico Roro, Inc. Total:					1,647.24
Vendor: 7371 - Corporate Payment Systems					
530621	05/16/2023	Corporate Payment Systems	B. Rindge 042523	LAEDC Member Admission Fee	150.00
530621	05/16/2023	Corporate Payment Systems	C. Dillon 042523	Cisco WebEx Plan	7.50
530621	05/16/2023	Corporate Payment Systems	C. Dillon 042523	Cisco WebEx Plan	7.50
530621	05/16/2023	Corporate Payment Systems	C. Villa 042523	Soak City Youth Admission (30)	930.00

Warrant Register

Payment Dates: 5/3/2023 - 5/16/2023

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
530621	05/16/2023	Corporate Payment Systems	C. Villa 042523	Easter Supplies	8.80
530621	05/16/2023	Corporate Payment Systems	C. Villa 042523	Easter Supplies	54.95
530621	05/16/2023	Corporate Payment Systems	C. Villa 042523	Easter Supplies	27.78
530621	05/16/2023	Corporate Payment Systems	D. Dixon 042523	Funeral Flowers	130.10
530621	05/16/2023	Corporate Payment Systems	D. Dixon 042523	Job Posting	75.00
530621	05/16/2023	Corporate Payment Systems	D. Dixon 042523	Birthday Party & CPR Training R...	63.92
530621	05/16/2023	Corporate Payment Systems	D. Dixon 042523	Gift Cards for Raters	45.00
530621	05/16/2023	Corporate Payment Systems	D. Dixon 042523	Gift Cards for Raters	45.00
530621	05/16/2023	Corporate Payment Systems	D. Dixon 042523	Funeral Flowers	218.13
530621	05/16/2023	Corporate Payment Systems	D. Dixon 042523	Table Cloth	364.25
530621	05/16/2023	Corporate Payment Systems	D. Dixon 042523	CPR Training Refreshment	28.87
530621	05/16/2023	Corporate Payment Systems	D. Dixon 042523	Candies for Job Fair at El Camino	13.99
530621	05/16/2023	Corporate Payment Systems	G. Sugano 042523	Zoom Video	15.99
530621	05/16/2023	Corporate Payment Systems	G. Sugano 042523	Azure Active Directory March 23	228.90
530621	05/16/2023	Corporate Payment Systems	G. Sugano 042523	Acrobat Pro	513.71
530621	05/16/2023	Corporate Payment Systems	G. Sugano 042523	Office Subscription March 23	1,051.48
530621	05/16/2023	Corporate Payment Systems	G. Sugano 042523	Office Subscription March 23	350.50
530621	05/16/2023	Corporate Payment Systems	G. Sugano 042523	Azure Active Directory March 23	76.30
530621	05/16/2023	Corporate Payment Systems	H. Edward 042523	Mass Mobile Apps	99.00
530621	05/16/2023	Corporate Payment Systems	H. Edward 042523	Cinewav Scalable Audio Solution..	300.00
530621	05/16/2023	Corporate Payment Systems	H. Edward 042523	Soccer Supplies	27.34
530621	05/16/2023	Corporate Payment Systems	H. Edward 042523	Soccer Net (5)	339.36
530621	05/16/2023	Corporate Payment Systems	H. Edward 042523	Soccer Supplies	55.00
530621	05/16/2023	Corporate Payment Systems	K. Gregory 042523	Water for City Council	10.88
530621	05/16/2023	Corporate Payment Systems	K. Gregory 042523	Daily Breeze Subscription	10.00
530621	05/16/2023	Corporate Payment Systems	K. Gregory 042523	NAGARA Membership Dues-K. ...	89.00
530621	05/16/2023	Corporate Payment Systems	K. Gregory 042523	Hotel for CCAC	661.68
530621	05/16/2023	Corporate Payment Systems	K. Gregory 042523	Book	13.11
530621	05/16/2023	Corporate Payment Systems	K. Gregory 042523	Dropbox	19.99
530621	05/16/2023	Corporate Payment Systems	Lomita Park 042523	Canva Subscription	12.99
530621	05/16/2023	Corporate Payment Systems	Lomita Park 042523	Daily Breeze Subscription	26.00
530621	05/16/2023	Corporate Payment Systems	Lomita Park 042523	Teen Program-Movie Tickets	399.90
530621	05/16/2023	Corporate Payment Systems	Lomita Park 042523	Teen Program-Game Truck	538.17
530621	05/16/2023	Corporate Payment Systems	Lomita Park 042523	Teen Program-Game Truck	466.95
530621	05/16/2023	Corporate Payment Systems	Lomita Park 042523	Museum Supplies	14.83
530621	05/16/2023	Corporate Payment Systems	Lomita Park 042523	Battery, 4-Pk	8.75
530621	05/16/2023	Corporate Payment Systems	Lomita Park 042523	Picture Hang Strip	15.18
530621	05/16/2023	Corporate Payment Systems	Lomita Park 042523	Containers for Museum	27.50
530621	05/16/2023	Corporate Payment Systems	Lomita Park 042523	Custom Sticky Notes, 3" X 3" (25..	234.62
530621	05/16/2023	Corporate Payment Systems	Lomita Park 042523	Lanyards	166.29
530621	05/16/2023	Corporate Payment Systems	Lomita Park 042523	Supplies	58.51
530621	05/16/2023	Corporate Payment Systems	M. Sansbury 042523	Maintenance Supplies	58.59
530621	05/16/2023	Corporate Payment Systems	R. Smoot 042523	League of California, Meal-M. ...	38.88
530621	05/16/2023	Corporate Payment Systems	R. Smoot 042523	League of California, Meal-W. U...	38.88
530621	05/16/2023	Corporate Payment Systems	R. Smoot 042523	L.A. County Advocacy Day-C. Se...	60.00
530621	05/16/2023	Corporate Payment Systems	R. Smoot 042523	LAEDC Member Admission-B. ...	150.00
530621	05/16/2023	Corporate Payment Systems	R. Smoot 042523	Annual Municipal Seminar Regis...	825.00
530621	05/16/2023	Corporate Payment Systems	R. Smoot 042523	CCCA Meal Reimbursement & T...	180.15
530621	05/16/2023	Corporate Payment Systems	R. Smoot 042523	L.A. County Advocacy Day-W. U...	60.00
530621	05/16/2023	Corporate Payment Systems	R. Smoot 042523	City Manger Meeting-R. Smoot	50.00
530621	05/16/2023	Corporate Payment Systems	W. Lawson 042523	Property Report	121.25
530621	05/16/2023	Corporate Payment Systems	W. Lawson 042523	Gas	60.00
530621	05/16/2023	Corporate Payment Systems	W. Lawson 042523	Code Enforcement Subscription	25.95
Vendor 7371 - Corporate Payment Systems				Total:	9,671.42

Vendor: 12032 - Corridor Flow, LLC

530622	05/16/2023	Corridor Flow, LLC	ARPA 2023	Job Creation Program-ARPA	10,000.00
Vendor 12032 - Corridor Flow, LLC Total:					10,000.00

Warrant Register

Payment Dates: 5/3/2023 - 5/16/2023

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
Vendor: 12721 - Cory Zedler					
530623	05/16/2023	Cory Zedler	042723	Mileage Reimbursement	24.69
Vendor 12721 - Cory Zedler Total:					24.69
Vendor: 12831 - County of Los Angeles Internal Services Department					
530624	05/16/2023	County of Los Angeles Internal ...	99055032301	LARIAC7	2,804.00
530624	05/16/2023	County of Los Angeles Internal ...	99055032301	LARIAC7	2,804.00
530624	05/16/2023	County of Los Angeles Internal ...	99055032301	LARIAC7	2,804.00
530624	05/16/2023	County of Los Angeles Internal ...	99055032301	LARIAC7	2,804.00
Vendor 12831 - County of Los Angeles Internal Services Department Total:					11,216.00
Vendor: 6828 - Creative Software Solutions					
530625	05/16/2023	Creative Software Solutions	CINV-033119	DAR April 23	498.34
Vendor 6828 - Creative Software Solutions Total:					498.34
Vendor: 12832 - Daniel Engstrom					
530626	05/16/2023	Daniel Engstrom	4074	Band for Founder's Day	1,800.00
Vendor 12832 - Daniel Engstrom Total:					1,800.00
Vendor: 6757 - Dataprose, Inc.					
530627	05/16/2023	Dataprose, Inc.	DP2301662	Water Bills	423.94
530627	05/16/2023	Dataprose, Inc.	DP2301662	Leaks Letter	234.15
Vendor 6757 - Dataprose, Inc. Total:					658.09
Vendor: 12704 - David Evans & Associates, Inc.					
530628	05/16/2023	David Evans & Associates, Inc.	530322	Engineering Design-Street Reco...	40,664.31
Vendor 12704 - David Evans & Associates, Inc. Total:					40,664.31
Vendor: 1080 - Department of Transportation					
530629	05/16/2023	Department of Transportation	SL230812	Signals and Lighting January-Ma...	5,187.24
Vendor 1080 - Department of Transportation Total:					5,187.24
Vendor: 12290 - Duncan's Soo Bahk Do, LLC					
530630	05/16/2023	Duncan's Soo Bahk Do, LLC	042423	Karate Class Instructor	2,203.60
Vendor 12290 - Duncan's Soo Bahk Do, LLC Total:					2,203.60
Vendor: 12595 - Emmanuel Spindola					
530631	05/16/2023	Emmanuel Spindola	042723	Reimbursement for Work Boots	98.35
Vendor 12595 - Emmanuel Spindola Total:					98.35
Vendor: 12001 - Evangelina Hernandez					
530632	05/16/2023	Evangelina Hernandez	050123	Mileage Reimbursement for CC...	179.47
Vendor 12001 - Evangelina Hernandez Total:					179.47
Vendor: 2095 - Ewing Irrigation Products					
530633	05/16/2023	Ewing Irrigation Products	19135270	Large Unlined Nitrile Glove	23.06
Vendor 2095 - Ewing Irrigation Products Total:					23.06
Vendor: 12833 - Five Star Talent					
530634	05/16/2023	Five Star Talent	1	Band for Founder's Day	2,000.00
Vendor 12833 - Five Star Talent Total:					2,000.00
Vendor: 7182 - Gonzalez Glass and Mirrors					
530635	05/16/2023	Gonzalez Glass and Mirrors	14078	Replace Seals on Windows	280.00
Vendor 7182 - Gonzalez Glass and Mirrors Total:					280.00
Vendor: 6718 - Graffiti Protective Coatings Inc.					
530636	05/16/2023	Graffiti Protective Coatings Inc.	7031-0423	Graffiti Removal April 23	450.00
Vendor 6718 - Graffiti Protective Coatings Inc. Total:					450.00
Vendor: 3070 - Grainger					
530637	05/16/2023	Grainger	9677925787	Dry Wipe 12" X 12-1/2"	67.03
530637	05/16/2023	Grainger	9677925787	Pressure Gauge, Liquid Filled, 2"	196.39
Vendor 3070 - Grainger Total:					263.42
Vendor: 12834 - Haile Blackman					
530638	05/16/2023	Haile Blackman	1	Band for Founder's Day	2,000.00
Vendor 12834 - Haile Blackman Total:					2,000.00
Vendor: 3036 - Harbor Freight Tools USA, Inc.					
530639	05/16/2023	Harbor Freight Tools USA, Inc.	1012750	1/4" Female Brass Ind. Plug	3.08

Warrant Register

Payment Dates: 5/3/2023 - 5/16/2023

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
530639	05/16/2023	Harbor Freight Tools USA, Inc.	1012750	1/4" Male Steel Ind. Swivel Plug	4.18
530639	05/16/2023	Harbor Freight Tools USA, Inc.	1012750	1/4 X 3/8 X 1/2 Bushing 3 Pieces..	6.60
Vendor 3036 - Harbor Freight Tools USA, Inc.				Total:	13.86
Vendor: 3052 - Home Depot Credit Services					
530640	05/16/2023	Home Depot Credit Services	6116737	C Battery 12-Pk	16.36
530640	05/16/2023	Home Depot Credit Services	7635151	1 Gal. Driveway, Concrete and ...	16.52
530640	05/16/2023	Home Depot Credit Services	7635151	30 yd Black Duct Tape	10.96
530640	05/16/2023	Home Depot Credit Services	7635151	5 lbs. Splitting Wedge	37.44
530640	05/16/2023	Home Depot Credit Services	7635151	X-Large Dura-Knit Work Gloves	13.20
530640	05/16/2023	Home Depot Credit Services	7635151	Adjustable Wrench Set 3-Piece	27.53
530640	05/16/2023	Home Depot Credit Services	7635151	Marking Spray Paint 15 oz	34.66
530640	05/16/2023	Home Depot Credit Services	7635151	8 lb Splitting Maul	87.37
530640	05/16/2023	Home Depot Credit Services	7635151	Groove Joint Pliers Set 2-Piece	24.22
530640	05/16/2023	Home Depot Credit Services	7635151	Locking Pliers Set 3-Piece	25.32
530640	05/16/2023	Home Depot Credit Services	7635151	8 lb Painter's Rags	26.44
530640	05/16/2023	Home Depot Credit Services	7635151	Marking Wand	39.67
Vendor 3052 - Home Depot Credit Services				Total:	359.69
Vendor: 9764 - IWorQ Systems					
530641	05/16/2023	IWorQ Systems	200242	Internet Software Management...	5,680.00
Vendor 9764 - IWorQ Systems				Total:	5,680.00
Vendor: 12614 - Ken Beckenstein					
530642	05/16/2023	Ken Beckenstein	042523	Live Music Performance, 2 Hours	800.00
Vendor 12614 - Ken Beckenstein Total:					800.00
Vendor: 12635 - Kiley & Associates, LLC					
530643	05/16/2023	Kiley & Associates, LLC	LO 230430	Consulting Services, Legislative ...	3,333.33
Vendor 12635 - Kiley & Associates, LLC Total:					3,333.33
Vendor: 3507 - L&B Pipe and Supply Co.					
530644	05/16/2023	L&B Pipe and Supply Co.	S115381277.001	Quest 1/4 Polytube Blue (FT)	71.51
530644	05/16/2023	L&B Pipe and Supply Co.	S115381277.001	Quest 1/4 Tube X 1/4 MIP ADPT	2.37
Vendor 3507 - L&B Pipe and Supply Co.				Total:	73.88
Vendor: 3048 - L.A. County Sheriff's Department					
530645	05/16/2023	L.A. County Sheriff's Department	232829DL	Traffic Enforcement March 23	1,623.57
Vendor 3048 - L.A. County Sheriff's Department				Total:	1,623.57
Vendor: 3331 - Lee's Tires					
530646	05/16/2023	Lee's Tires	78234	Backhoe Tires (2) & State Envir...	442.26
530646	05/16/2023	Lee's Tires	78234	Backhoe Tires (2) Replacement-...	39.18
530646	05/16/2023	Lee's Tires	78486	2018 Nissan Leaf Tires Replac...	149.13
530646	05/16/2023	Lee's Tires	78486	2018 Nissan Leaf Tires (2)	285.63
530646	05/16/2023	Lee's Tires	78540	2018 Ford Transit Tire (1) Repla...	19.59
530646	05/16/2023	Lee's Tires	78540	2018 Ford Transit Tire (1) Repla...	187.52
Vendor 3331 - Lee's Tires				Total:	1,123.31
Vendor: 12247 - LegalShield					
530647	05/16/2023	LegalShield	Apr 23	Employee Legal Insurance Benef..	107.40
Vendor 12247 - LegalShield Total:					107.40
Vendor: 3054 - Linde Gas & Equipment Inc.					
530648	05/16/2023	Linde Gas & Equipment Inc.	35469327	Acetylene Torch Rental	65.37
Vendor 3054 - Linde Gas & Equipment Inc. Total:					65.37
Vendor: 3903 - Lomita City Employees Association					
530649	05/16/2023	Lomita City Employees Associat...	May 2023	Association Dues-May 23	600.00
Vendor 3903 - Lomita City Employees Association Total:					600.00
Vendor: 3564 - Lomita Kiwanis Foundation					
530650	05/16/2023	Lomita Kiwanis Foundation	050523	Annual Golden Apple Awards	1,500.00
Vendor 3564 - Lomita Kiwanis Foundation Total:					1,500.00
Vendor: 3317 - Lomita Obedience Training Club					
530651	05/16/2023	Lomita Obedience Training Club	050523	Dog Obedience Class Instructor	3,104.50
Vendor 3317 - Lomita Obedience Training Club				Total:	3,104.50

Warrant Register

Payment Dates: 5/3/2023 - 5/16/2023

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
Vendor: 3095 - Lomita Railroad Museum Foundation					
10870	05/04/2023	Lomita Railroad Museum Foun...	043023	Museum Foundation Revenue ...	464.36
Vendor 3095 - Lomita Railroad Museum Foundation				Total:	464.36
Vendor: 3085 - Mark's Lock & Safe, Inc.					
530652	05/16/2023	Mark's Lock & Safe, Inc.	0000036419	Padlock Repair-Shackle	56.10
530652	05/16/2023	Mark's Lock & Safe, Inc.	0000036419	Code Key for Hight Security	36.65
530652	05/16/2023	Mark's Lock & Safe, Inc.	0000036419	Padlock Repair & Master Key R...	26.25
530652	05/16/2023	Mark's Lock & Safe, Inc.	0000036426	Install Cameras	840.00
Vendor 3085 - Mark's Lock & Safe, Inc.				Total:	959.00
Vendor: 4558 - Michael McDaniel					
530653	05/16/2023	Michael McDaniel	033123	GIS Services November 23-Mar...	2,100.00
Vendor 4558 - Michael McDaniel				Total:	2,100.00
Vendor: 7203 - Mirage Carwash					
530654	05/16/2023	Mirage Carwash	2133	Car Wash	49.98
Vendor 7203 - Mirage Carwash Total:					49.98
Vendor: 3217 - MissionSquare Retirement					
10873	05/04/2023	MissionSquare Retirement	050523	Deferred Compensation Pay Da...	12,940.88
10873	05/04/2023	MissionSquare Retirement	050523	Deferred Compensation Pay Da...	306.51
10873	05/04/2023	MissionSquare Retirement	050523	Deferred Compensation Pay Da...	290.93
10873	05/04/2023	MissionSquare Retirement	050523	Deferred Compensation Pay Da...	16.20
10873	05/04/2023	MissionSquare Retirement	050523	Deferred Compensation Pay Da...	144.79
10873	05/04/2023	MissionSquare Retirement	050523	Deferred Compensation Pay Da...	300.27
10873	05/04/2023	MissionSquare Retirement	050523	Deferred Compensation Pay Da...	182.34
10873	05/04/2023	MissionSquare Retirement	050523	Deferred Compensation Pay Da...	214.49
10873	05/04/2023	MissionSquare Retirement	050523	Deferred Compensation Pay Da...	207.10
10873	05/04/2023	MissionSquare Retirement	050523	Deferred Compensation Pay Da...	207.24
10873	05/04/2023	MissionSquare Retirement	050523	Deferred Compensation Pay Da...	228.61
10873	05/04/2023	MissionSquare Retirement	050523	Deferred Compensation Pay Da...	184.77
10873	05/04/2023	MissionSquare Retirement	050523	Deferred Compensation Pay Da...	48.77
10873	05/04/2023	MissionSquare Retirement	050523	Deferred Compensation Pay Da...	10.77
10873	05/04/2023	MissionSquare Retirement	050523	Deferred Compensation Pay Da...	8.96
10873	05/04/2023	MissionSquare Retirement	050523	Deferred Compensation Pay Da...	60.31
10873	05/04/2023	MissionSquare Retirement	050523	Deferred Compensation Pay Da...	82.03
10873	05/04/2023	MissionSquare Retirement	050523	Deferred Compensation Pay Da...	144.79
10873	05/04/2023	MissionSquare Retirement	050523	Deferred Compensation Pay Da...	1,060.41
530655	05/16/2023	MissionSquare Retirement	20230331-109-320676-A	Quarterly Plan Fees April 23-Ju...	125.00
530655	05/16/2023	MissionSquare Retirement	20230331-109-320676-A	Quarterly Plan Fees April 23-Ju...	125.00
Vendor 3217 - MissionSquare Retirement Total:					16,890.17
Vendor: 7465 - MSW Consultants, Inc.					
530656	05/16/2023	MSW Consultants, Inc.	634	Consulting Services-SB 1383	3,000.00
Vendor 7465 - MSW Consultants, Inc.				Total:	3,000.00
Vendor: 7496 - Numa Networks					
530657	05/16/2023	Numa Networks	34380	IT Services May 23	3,958.16
530657	05/16/2023	Numa Networks	34380	IT Services May 23	3,958.16
Vendor 7496 - Numa Networks				Total:	7,916.32
Vendor: 6594 - Office Depot Business Solutions, LLC					
530658	05/16/2023	Office Depot Business Solutions,...	310557874001	Tea Bigelow	8.71
530658	05/16/2023	Office Depot Business Solutions,...	310557874001	Manila Fastener Folders, Legal S...	33.81
530658	05/16/2023	Office Depot Business Solutions,...	310557874001	Tea Bag Decaf	5.27
530658	05/16/2023	Office Depot Business Solutions,...	310557874001	Green Tea 2/-Box	5.45
Vendor 6594 - Office Depot Business Solutions, LLC Total:					53.24
Vendor: 4105 - Pacific Western Bank					
10871	05/04/2023	Pacific Western Bank	042823A	State Tax Withholdings Pay End...	6,301.12
10872	05/04/2023	Pacific Western Bank	042823	Federal & Medicare Taxes-Pay ...	2,399.54
10872	05/04/2023	Pacific Western Bank	042823	Federal & Medicare Taxes-Pay ...	16,854.32
10872	05/04/2023	Pacific Western Bank	042823	Federal & Medicare Taxes-Pay ...	9.51
10872	05/04/2023	Pacific Western Bank	042823	Federal & Medicare Taxes-Pay ...	251.64
10872	05/04/2023	Pacific Western Bank	042823	Federal & Medicare Taxes-Pay ...	95.09

Warrant Register

Payment Dates: 5/3/2023 - 5/16/2023

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
10872	05/04/2023	Pacific Western Bank	042823	Federal & Medicare Taxes-Pay ...	113.09
10872	05/04/2023	Pacific Western Bank	042823	Federal & Medicare Taxes-Pay ...	27.71
10872	05/04/2023	Pacific Western Bank	042823	Federal & Medicare Taxes-Pay ...	54.64
10872	05/04/2023	Pacific Western Bank	042823	Federal & Medicare Taxes-Pay ...	46.66
10872	05/04/2023	Pacific Western Bank	042823	Federal & Medicare Taxes-Pay ...	20.04
10872	05/04/2023	Pacific Western Bank	042823	Federal & Medicare Taxes-Pay ...	8.09
10872	05/04/2023	Pacific Western Bank	042823	Federal & Medicare Taxes-Pay ...	212.46
10872	05/04/2023	Pacific Western Bank	042823	Federal & Medicare Taxes-Pay ...	97.57
10872	05/04/2023	Pacific Western Bank	042823	Federal & Medicare Taxes-Pay ...	7.07
10872	05/04/2023	Pacific Western Bank	042823	Federal & Medicare Taxes-Pay ...	112.19
10872	05/04/2023	Pacific Western Bank	042823	Federal & Medicare Taxes-Pay ...	18.74
10872	05/04/2023	Pacific Western Bank	042823	Federal & Medicare Taxes-Pay ...	85.43
10872	05/04/2023	Pacific Western Bank	042823	Federal & Medicare Taxes-Pay ...	127.02
10872	05/04/2023	Pacific Western Bank	042823	Federal & Medicare Taxes-Pay ...	118.22
10872	05/04/2023	Pacific Western Bank	042823	Federal & Medicare Taxes-Pay ...	129.21
10872	05/04/2023	Pacific Western Bank	042823	Federal & Medicare Taxes-Pay ...	25.38
10872	05/04/2023	Pacific Western Bank	042823	Federal & Medicare Taxes-Pay ...	74.64
10872	05/04/2023	Pacific Western Bank	042823	Federal & Medicare Taxes-Pay ...	10.10
10872	05/04/2023	Pacific Western Bank	042823	Federal & Medicare Taxes-Pay ...	22.55
10872	05/04/2023	Pacific Western Bank	042823	Federal & Medicare Taxes-Pay ...	2.34
10872	05/04/2023	Pacific Western Bank	042823	Federal & Medicare Taxes-Pay ...	1.10
10872	05/04/2023	Pacific Western Bank	042823	Federal & Medicare Taxes-Pay ...	60.63
10872	05/04/2023	Pacific Western Bank	042823	Federal & Medicare Taxes-Pay ...	21.49
10872	05/04/2023	Pacific Western Bank	042823	Federal & Medicare Taxes-Pay ...	120.23
10872	05/04/2023	Pacific Western Bank	042823	Federal & Medicare Taxes-Pay ...	28.20
10872	05/04/2023	Pacific Western Bank	042823	Federal & Medicare Taxes-Pay ...	498.51
Vendor 4105 - Pacific Western Bank				Total:	27,954.53

Vendor: 12824 - Palacios Law Office

530659	05/16/2023	Palacios Law Office	lomita-4002	Hearing Officer Services/Admini...	60.00
Vendor 12824 - Palacios Law Office Total:					60.00

Vendor: 4080 - PERS Long-Term Care Program

530660	05/16/2023	PERS Long-Term Care Program	14886490	Employee Long Term Care Insur...	336.88
530660	05/16/2023	PERS Long-Term Care Program	14886490	Employee Long Term Care Insur...	59.45
Vendor 4080 - PERS Long-Term Care Program Total:					396.33

Vendor: 9052 - Pixel Graphic Design

530661	05/16/2023	Pixel Graphic Design	1040	Summer Newsletter Design	1,500.00
530661	05/16/2023	Pixel Graphic Design	1041	Summer Newsletter Print	5,269.95
530661	05/16/2023	Pixel Graphic Design	1042	Page Layout & Design Founder's..	154.27
530661	05/16/2023	Pixel Graphic Design	1042	Museum Business Cards	358.54
Vendor 9052 - Pixel Graphic Design				Total:	7,282.76

Vendor: 12474 - Project Partners

530662	05/16/2023	Project Partners	11133	Engineering Services	6,120.00
530662	05/16/2023	Project Partners	11133	Engineering Services	4,080.00
530662	05/16/2023	Project Partners	11133	Engineering Services	2,160.00
530662	05/16/2023	Project Partners	11133	Engineering Services	5,760.00
Vendor 12474 - Project Partners Total:					18,120.00

Vendor: 4090 - Public Employee Retirement System

10869	05/10/2023	Public Employee Retirement Sys...May 2023		Employee Health Insurance-May..	6,070.78
10869	05/10/2023	Public Employee Retirement Sys...May 2023		Employee Health Insurance-May..	2,623.86
10869	05/10/2023	Public Employee Retirement Sys...May 2023		Employee Health Insurance-May..	1,252.63
10869	05/10/2023	Public Employee Retirement Sys...May 2023		Employee Health Insurance-May..	2,862.97
10869	05/10/2023	Public Employee Retirement Sys...May 2023		Employee Health Insurance-May..	108.18
10869	05/10/2023	Public Employee Retirement Sys...May 2023		Employee Health Insurance-May..	4,283.85
10869	05/10/2023	Public Employee Retirement Sys...May 2023		Employee Health Insurance-May..	652.51
10869	05/10/2023	Public Employee Retirement Sys...May 2023		Employee Health Insurance-May..	4,317.23
10869	05/10/2023	Public Employee Retirement Sys...May 2023		Employee Health Insurance-May..	1,472.29
10869	05/10/2023	Public Employee Retirement Sys...May 2023		Employee Health Insurance-May..	2,564.47
10869	05/10/2023	Public Employee Retirement Sys...May 2023		Employee Health Insurance-May..	4,039.93
10869	05/10/2023	Public Employee Retirement Sys...May 2023		Employee Health Insurance-May..	2,630.96

Warrant Register

Payment Dates: 5/3/2023 - 5/16/2023

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
10869	05/10/2023	Public Employee Retirement Sys...	May 2023	Employee Health Insurance-May..	4,259.98
10869	05/10/2023	Public Employee Retirement Sys...	May 2023	Employee Health Insurance-May..	1,435.13
10869	05/10/2023	Public Employee Retirement Sys...	May 2023	Employee Health Insurance-May..	453.33
10869	05/10/2023	Public Employee Retirement Sys...	May 2023	Employee Health Insurance-May..	73.83
10869	05/10/2023	Public Employee Retirement Sys...	May 2023	Employee Health Insurance-May..	840.05
10869	05/10/2023	Public Employee Retirement Sys...	May 2023	Employee Health Insurance-May..	297.35
10869	05/10/2023	Public Employee Retirement Sys...	May 2023	Employee Health Insurance-May..	2,481.32
10869	05/10/2023	Public Employee Retirement Sys...	May 2023	Employee Health Insurance-May..	9,936.33
10874	05/05/2023	Public Employee Retirement Sys...	PE042823	Retirement Contributions-Pay E...	36.89
10874	05/05/2023	Public Employee Retirement Sys...	PE042823	Retirement Contributions-Pay E...	11,832.15
10874	05/05/2023	Public Employee Retirement Sys...	PE042823	Retirement Contributions-Pay E...	25.88
10874	05/05/2023	Public Employee Retirement Sys...	PE042823	Retirement Contributions-Pay E...	700.21
10874	05/05/2023	Public Employee Retirement Sys...	PE042823	Retirement Contributions-Pay E...	807.58
10874	05/05/2023	Public Employee Retirement Sys...	PE042823	Retirement Contributions-Pay E...	308.88
10874	05/05/2023	Public Employee Retirement Sys...	PE042823	Retirement Contributions-Pay E...	150.99
10874	05/05/2023	Public Employee Retirement Sys...	PE042823	Retirement Contributions-Pay E...	197.07
10874	05/05/2023	Public Employee Retirement Sys...	PE042823	Retirement Contributions-Pay E...	257.02
10874	05/05/2023	Public Employee Retirement Sys...	PE042823	Retirement Contributions-Pay E...	230.24
10874	05/05/2023	Public Employee Retirement Sys...	PE042823	Retirement Contributions-Pay E...	482.40
10874	05/05/2023	Public Employee Retirement Sys...	PE042823	Retirement Contributions-Pay E...	132.61
10874	05/05/2023	Public Employee Retirement Sys...	PE042823	Retirement Contributions-Pay E...	130.72
10874	05/05/2023	Public Employee Retirement Sys...	PE042823	Retirement Contributions-Pay E...	1,217.42
10874	05/05/2023	Public Employee Retirement Sys...	PE042823	Retirement Contributions-Pay E...	143.71
10874	05/05/2023	Public Employee Retirement Sys...	PE042823	Retirement Contributions-Pay E...	391.42
10874	05/05/2023	Public Employee Retirement Sys...	PE042823	Retirement Contributions-Pay E...	263.52
10874	05/05/2023	Public Employee Retirement Sys...	PE042823	Retirement Contributions-Pay E...	200.83
10874	05/05/2023	Public Employee Retirement Sys...	PE042823	Retirement Contributions-Pay E...	819.18
10874	05/05/2023	Public Employee Retirement Sys...	PE042823	Retirement Contributions-Pay E...	291.09
10874	05/05/2023	Public Employee Retirement Sys...	PE042823	Retirement Contributions-Pay E...	871.14
10874	05/05/2023	Public Employee Retirement Sys...	PE042823	Retirement Contributions-Pay E...	109.75
10874	05/05/2023	Public Employee Retirement Sys...	PE042823	Retirement Contributions-Pay E...	276.71
10874	05/05/2023	Public Employee Retirement Sys...	PE042823	Retirement Contributions-Pay E...	45.95
10874	05/05/2023	Public Employee Retirement Sys...	PE042823	Retirement Contributions-Pay E...	443.04
10874	05/05/2023	Public Employee Retirement Sys...	PE042823	Retirement Contributions-Pay E...	268.50
10874	05/05/2023	Public Employee Retirement Sys...	PE042823	Retirement Contributions-Pay E...	334.72
10874	05/05/2023	Public Employee Retirement Sys...	PE042823	Retirement Contributions-Pay E...	79.47
10874	05/05/2023	Public Employee Retirement Sys...	PE042823	Retirement Contributions-Pay E...	27.37
10874	05/05/2023	Public Employee Retirement Sys...	PE042823	Retirement Contributions-Pay E...	45.77
10874	05/05/2023	Public Employee Retirement Sys...	PE042823	Retirement Contributions-Pay E...	12.19
10874	05/05/2023	Public Employee Retirement Sys...	PE042823	Retirement Contributions-Pay E...	2.88
10874	05/05/2023	Public Employee Retirement Sys...	PE042823	Retirement Contributions-Pay E...	123.57
10874	05/05/2023	Public Employee Retirement Sys...	PE042823	Retirement Contributions-Pay E...	269.19
10874	05/05/2023	Public Employee Retirement Sys...	PE042823	Retirement Contributions-Pay E...	34.44
10874	05/05/2023	Public Employee Retirement Sys...	PE042823	Retirement Contributions-Pay E...	49.27
10874	05/05/2023	Public Employee Retirement Sys...	PE042823	Retirement Contributions-Pay E...	49.29
10874	05/05/2023	Public Employee Retirement Sys...	PE042823	Retirement Contributions-Pay E...	76.75
10874	05/05/2023	Public Employee Retirement Sys...	PE042823	Retirement Contributions-Pay E...	448.22
10874	05/05/2023	Public Employee Retirement Sys...	PE042823	Retirement Contributions-Pay E...	221.04
10874	05/05/2023	Public Employee Retirement Sys...	PE042823	Retirement Contributions-Pay E...	144.65
10874	05/05/2023	Public Employee Retirement Sys...	PE042823	Retirement Contributions-Pay E...	605.23
10874	05/05/2023	Public Employee Retirement Sys...	PE042823	Retirement Contributions-Pay E...	1,003.77
10874	05/05/2023	Public Employee Retirement Sys...	PE042823	Retirement Contributions-Pay E...	1,367.27
Vendor 4090 - Public Employee Retirement System				Total:	78,186.97
Vendor: 12173 - Race Communications					
530663	05/16/2023	Race Communications	RC890954	Internet Access SBCOG May 23	1,530.00
530663	05/16/2023	Race Communications	RC890954	Internet Access SBCOG May 23	1,530.00
Vendor 12173 - Race Communications Total:					3,060.00

Warrant Register

Payment Dates: 5/3/2023 - 5/16/2023

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
Vendor: 12754 - Recap Advisors, LLC					
530664	05/16/2023	Recap Advisors, LLC	0090943	Consulting Svcs-RAD Reposition...	1,106.25
Vendor 12754 - Recap Advisors, LLC Total:					1,106.25
Vendor: 9122 - Roland Gutierrez					
530665	05/16/2023	Roland Gutierrez	042623	Cardio Salsa Dance Instructor	336.70
Vendor 9122 - Roland Gutierrez Total:					336.70
Vendor: 3134 - S & J Supply Co., Inc.					
530666	05/16/2023	S & J Supply Co., Inc.	S100210133.001	Quantum CPLG W/Epoxy Alloy	1,653.75
530666	05/16/2023	S & J Supply Co., Inc.	S100210133.001	PVC Pipe Blue	930.51
Vendor 3134 - S & J Supply Co., Inc. Total:					2,584.26
Vendor: 7463 - Sakioka Wholesale Nursery, Inc.					
530667	05/16/2023	Sakioka Wholesale Nursery, Inc.	20086807	Cercidium Desert Museum	349.15
530667	05/16/2023	Sakioka Wholesale Nursery, Inc.	20086807	Dwarf Bottlebrush	69.46
Vendor 7463 - Sakioka Wholesale Nursery, Inc. Total:					418.61
Vendor: 7188 - Sharp Business Systems					
530668	05/16/2023	Sharp Business Systems	9004298241	MX507V Copier Usage 1/5/23-4...	1,097.64
530668	05/16/2023	Sharp Business Systems	9004329453	BP70C55 Copier Usage 4/4/23-5...	249.28
Vendor 7188 - Sharp Business Systems Total:					1,346.92
Vendor: 6944 - South Coast A.Q.M.D.					
530669	05/16/2023	South Coast A.Q.M.D.	4161115	Cypress Reservoir-Emission Elec...	468.76
530669	05/16/2023	South Coast A.Q.M.D.	4163515	Cypress Reservoir-Emission Fees	151.85
530669	05/16/2023	South Coast A.Q.M.D.	4165758	AQMD Fee July 2022-June 2023	153.23
Vendor 6944 - South Coast A.Q.M.D. Total:					773.84
Vendor: 5050 - Southern California Edison Co.					
530670	05/16/2023	Southern California Edison Co.	700006214310-050123	Park	574.25
530670	05/16/2023	Southern California Edison Co.	700006214310-050123	Street Lights	31.64
530670	05/16/2023	Southern California Edison Co.	700006214310-050123	Traffic Signals	32.36
530670	05/16/2023	Southern California Edison Co.	700006910888-050523	Railroad Museum	190.54
530670	05/16/2023	Southern California Edison Co.	700007178650-050923	Narbonne Pedestrian Crosswalk	61.96
530670	05/16/2023	Southern California Edison Co.	700008444906-050523	Traffic Signals	603.54
530670	05/16/2023	Southern California Edison Co.	700016714053-050523	Lomita Park	2,238.32
530670	05/16/2023	Southern California Edison Co.	700016714053-050523	Western Pedestrian Crosswalk	15.03
530670	05/16/2023	Southern California Edison Co.	700016714053-050523	Appian Way	256.23
530670	05/16/2023	Southern California Edison Co.	700025877624-050123	Street Lights	573.46
530670	05/16/2023	Southern California Edison Co.	700025957042-050123	Street Lights	255.50
530670	05/16/2023	Southern California Edison Co.	700315793648	Street Lights	182.36
530670	05/16/2023	Southern California Edison Co.	700420008832-050423	Cypress Reservoir	234.24
530670	05/16/2023	Southern California Edison Co.	700492524416-050923	Hathaway Park	43.62
Vendor 5050 - Southern California Edison Co. Total:					5,293.05
Vendor: 5040 - Southern California Gas Co.					
530671	05/16/2023	Southern California Gas Co.	07370472008-050323	Park Facilities	153.04
530671	05/16/2023	Southern California Gas Co.	07380495007-050323	City Hall Facility	1,222.91
Vendor 5040 - Southern California Gas Co. Total:					1,375.95
Vendor: 1005 - Southern California News Group					
530672	05/16/2023	Southern California News Group	043023	Ads-Proposed Ordinance No. 8...	299.01
530672	05/16/2023	Southern California News Group	043023	Ads-Adopted Ordinance No. 847	222.26
530672	05/16/2023	Southern California News Group	043023	Ads-Proposed Ordinance No. 8...	193.48
530672	05/16/2023	Southern California News Group	043023	Ads-Zone Text Amendment No....	433.32
530672	05/16/2023	Southern California News Group	043023	Ads-Zone Text Amendment No....	462.09
Vendor 1005 - Southern California News Group Total:					1,610.16
Vendor: 6393 - Sully-Miller Contracting Co.					
530673	05/16/2023	Sully-Miller Contracting Co.	3116705	Asphalt	274.38
530673	05/16/2023	Sully-Miller Contracting Co.	3123679	Asphalt	624.73
Vendor 6393 - Sully-Miller Contracting Co. Total:					899.11
Vendor: 6085 - Thompson Building Materials					
530674	05/16/2023	Thompson Building Materials	IV-I48093	Plaster Sand Scoop	260.70
530674	05/16/2023	Thompson Building Materials	IV-I48135	Misc. Base Skip	130.71

Warrant Register

Payment Dates: 5/3/2023 - 5/16/2023

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
530674	05/16/2023	Thompson Building Materials	IV-I48195	Green Reflective Safety Vest	32.39
530674	05/16/2023	Thompson Building Materials	IV-I48239	Misc Base Skip	163.39
530674	05/16/2023	Thompson Building Materials	IV-I48239	Plaster Sand Scoop	173.80
530674	05/16/2023	Thompson Building Materials	IV-I48607	Misc Base Skio	130.71
530674	05/16/2023	Thompson Building Materials	IV-I48652	Misc Base Skip	65.36
530674	05/16/2023	Thompson Building Materials	IV-I48768	Plaster Sand Scoop	173.80
Vendor 6085 - Thompson Building Materials				Total:	1,130.86
Vendor: 12170 - T-Mobile					
530675	05/16/2023	T-Mobile	042023	City Mobile Internet-Managem...	19.74
530675	05/16/2023	T-Mobile	042023	City Mobile Internet-Code Enfor...	25.89
530675	05/16/2023	T-Mobile	042023	City Mobile Internet-Recreation...	29.40
530675	05/16/2023	T-Mobile	042023	City Mobile Internet-Park 6594	25.89
530675	05/16/2023	T-Mobile	042023	City Mobile Internet-Water 4043	29.40
Vendor 12170 - T-Mobile Total:					130.32
Vendor: 12228 - Toshiba					
530676	05/16/2023	Toshiba	33960253	Copier Lease April 23	595.86
Vendor 12228 - Toshiba Total:					595.86
Vendor: 7451 - TPX Communications					
530677	05/16/2023	TPX Communications	170300408	Internet and Phone May 23	1,023.09
530677	05/16/2023	TPX Communications	170300408	Internet and Phone May 23	1,023.10
Vendor 7451 - TPX Communications Total:					2,046.19
Vendor: 9100 - Tripepi Smith and Associates					
530678	05/16/2023	Tripepi Smith and Associates	10013	Video Production Services	973.75
530678	05/16/2023	Tripepi Smith and Associates	9582	SB 1383 Education and Outreach	3,750.00
530678	05/16/2023	Tripepi Smith and Associates	9587	SB 1383 Education and Outreach	3,750.00
530678	05/16/2023	Tripepi Smith and Associates	9868	Citywide Communication & Eng...	3,520.34
530678	05/16/2023	Tripepi Smith and Associates	9868	Citywide Communication & Eng...	4,472.39
530678	05/16/2023	Tripepi Smith and Associates	9993	Citywide Communication & Eng...	1,900.65
530678	05/16/2023	Tripepi Smith and Associates	9993	Citywide Communication & Eng...	4,690.59
Vendor 9100 - Tripepi Smith and Associates				Total:	23,057.72
Vendor: 3123 - Underground Service Alert/SC					
530679	05/16/2023	Underground Service Alert/SC	22-2303821	California State Fee for Regulat...	27.83
530679	05/16/2023	Underground Service Alert/SC	420230416	34 Dig Alerts and Monthly Main...	69.50
Vendor 3123 - Underground Service Alert/SC				Total:	97.33
Vendor: 12272 - United Site Services of California, Inc.					
530680	05/16/2023	United Site Services of California..414-2435750		Fence Rental for Founder's Day	3,442.26
530680	05/16/2023	United Site Services of California..414-2435750		Portable Restroom Rental for F...	5,120.04
Vendor 12272 - United Site Services of California, Inc. Total:					8,562.30
Vendor: 7373 - Wells Fargo Vendor Financial Services					
530681	05/16/2023	Wells Fargo Vendor Financial Se...5024913914		MX-C304W Printer Lease May 23	86.01
Vendor 7373 - Wells Fargo Vendor Financial Services				Total:	86.01
Vendor: 3044 - West Basin Municipal Water District					
10875	05/09/2023	West Basin Municipal Water Dis...WB6086		March 23	224,632.70
Vendor 3044 - West Basin Municipal Water District				Total:	224,632.70
Vendor: 7063 - Westfield Electric					
530682	05/16/2023	Westfield Electric	3180	Run Conduit, Install Sub Panel &..	3,662.99
530682	05/16/2023	Westfield Electric	3180	Run New Conduit, Install Sub P...	2,940.00
Vendor 7063 - Westfield Electric				Total:	6,602.99
Vendor: 12211 - Willdan Financial Services					
530683	05/16/2023	Willdan Financial Services	010-54512	Consulting Services-Parks & Se...	877.00
Vendor 12211 - Willdan Financial Services Total:					877.00
Vendor: 12250 - William D. Uphoff					
530684	05/16/2023	William D. Uphoff	050523	Mileage Reimbursement	45.85
Vendor 12250 - William D. Uphoff Total:					45.85

Warrant Register

Payment Dates: 5/3/2023 - 5/16/2023

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
Vendor: 7282 - Williams Data Management					
530685	05/16/2023	Williams Data Management	0614310	Planning-File Storage April 23	126.78
Vendor 7282 - Williams Data Management				Total:	126.78
Grand Total:					812,522.33

Report Summary

Fund Summary

Fund	Payment Amount
100 - General Fund	251,928.96
205 - State Gas Tax	10,171.79
207 - Measure R Local Return	5,680.00
220 - Proposition A Local Return	1,187.30
245 - Landscape Maintenance District #1	1,243.56
255 - Park Athletic	1,139.47
311 - Street Improvement	41,823.64
510 - Water Operations	275,691.92
520 - Water Capital	31,880.00
610 - Equipment Replacement	191,311.33
720 - Railroad Museum Foundation	464.36
Grand Total:	812,522.33

Account Summary

Account Number	Account Name	Payment Amount
100-000-2285.000	Employee Association Du...	600.00
100-000-2508.000	Garnishment	230.76
100-000-2510.000	PERS	11,869.04
100-000-2515.000	Health Insurance	6,070.78
100-000-2524.000	Other Employee Deductio...	107.40
100-000-2535.000	Accident Insurance	145.03
100-000-2540.000	Dental Insurance	2,973.41
100-000-2550.000	Federal Withholding	19,253.86
100-000-2555.000	State Withholding	6,301.12
100-000-2560.000	Deferred Compensation	12,940.88
100-110-5207.000	Medicare	9.51
100-110-5217.000	PERS Tier 3 (2%@62)	25.88
100-110-5430.000	Conferences and Meetings	1,398.76
100-110-5755.000	Special Department Suppl...	140.98
100-125-5205.000	Health Insurance	3,361.38
100-125-5207.000	Medicare	251.64
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	24,041.57
100-125-5415.000	Communications	19.74
100-125-5430.000	Conferences and Meetings	2,554.47
100-125-5755.000	Special Department Suppl...	12.99
100-130-5205.000	Health Insurance	1,617.34
100-130-5207.000	Medicare	95.09
100-130-5215.000	PERS Tier 1 (2.5%@55)	150.99
100-130-5216.000	PERS Tier 2 (2%@60)	197.07
100-130-5217.000	PERS Tier 3 (2%@62)	257.02
100-130-5410.000	Advertising	724.75
100-130-5425.000	Dues and Memberships	89.00
100-130-5430.000	Conferences and Meetings	661.68
100-130-5505.000	Office Supplies and Expen...	66.35
100-130-5755.000	Special Department Suppl...	19.99
100-210-5205.000	Health Insurance	2,917.33
100-210-5207.000	Medicare	113.09
100-210-5215.000	PERS Tier 1 (2.5%@55)	230.24
100-210-5216.000	PERS Tier 2 (2%@60)	482.40
100-210-5217.000	PERS Tier 3 (2%@62)	132.61
100-210-5345.000	Contractual Services	2,579.67
100-230-5205.000	Health Insurance	306.30
100-230-5206.000	Health Insurance Retirees	4,283.85
100-230-5207.000	Medicare	82.35

Account Summary

Account Number	Account Name	Payment Amount
100-230-5217.000	PERS Tier 3 (2%@62)	130.72
100-230-5345.000	Contractual Services	125.00
100-230-5755.000	Special Department Suppl...	854.16
100-330-5320.000	Sheriff Contract	1,623.57
100-333-5340.000	Professional Services	4,000.00
100-333-5340.139	Professional Services	15.99
100-335-5205.000	Health Insurance	652.51
100-335-5207.000	Medicare	66.70
100-335-5345.000	Contractual Services	7,474.32
100-335-5710.000	Equipment Maintenance	484.74
100-335-5720.000	Fuel	162.64
100-410-5205.000	Health Insurance	4,770.14
100-410-5207.000	Medicare	220.55
100-410-5217.000	PERS Tier 3 (2%@62)	1,217.42
100-410-5340.000	Professional Services	121.25
100-410-5345.000	Contractual Services	13,790.78
100-410-5410.000	Advertising	895.41
100-410-5415.000	Communications	25.89
100-410-5430.000	Conferences and Meetings	150.00
100-410-5720.000	Fuel	60.00
100-410-5755.000	Special Department Suppl...	25.95
100-430-5416.000	Economic Development I...	10,000.00
100-440-5345.000	Contractual Services	8,256.00
100-440-5415.000	Communications	1,023.09
100-440-5525.000	Equipment Under \$5k	24.24
100-440-5605.000	Rents and Leases	2,028.79
100-605-5205.000	Health Insurance	1,727.09
100-605-5207.000	Medicare	104.64
100-605-5216.000	PERS Tier 2 (2%@60)	143.71
100-605-5217.000	PERS Tier 3 (2%@62)	391.42
100-605-5345.000	Contractual Services	8,931.50
100-605-5420.000	Mileage Reimbursement	24.69
100-610-5205.000	Health Insurance	2,840.02
100-610-5207.000	Medicare	112.19
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	4,348.79
100-710-5207.000	Medicare	104.17
100-710-5215.000	PERS Tier 1 (2.5%@55)	819.18
100-710-5217.000	PERS Tier 3 (2%@62)	291.09
100-710-5405.000	Utilities	1,222.91
100-710-5705.000	General Maintenance	10,641.33
100-710-5720.000	Fuel	65.00
100-730-5205.000	Health Insurance	2,978.36
100-730-5207.000	Medicare	245.24
100-730-5215.000	PERS Tier 1 (2.5%@55)	871.14
100-730-5217.000	PERS Tier 3 (2%@62)	109.75
100-730-5345.000	Contractual Services	6,560.93
100-730-5410.000	Advertising	6,905.45
100-730-5415.000	Communications	29.40
100-730-5755.000	Special Department Suppl...	99.00
100-735-5410.000	Advertising	164.25
100-735-5754.339	Teen Program	2,335.02
100-735-5755.000	Special Department Suppl...	91.53
100-735-5755.118	Founder's Day	21,983.04
100-740-5205.000	Health Insurance	4,691.57
100-740-5207.000	Medicare	129.21
100-740-5215.000	PERS Tier 1 (2.5%@55)	322.66

Account Summary

Account Number	Account Name	Payment Amount
100-740-5216.000	PERS Tier 2 (2%@60)	443.04
100-740-5217.000	PERS Tier 3 (2%@62)	268.50
100-740-5405.000	Utilities	3,009.23
100-740-5415.000	Communications	25.89
100-740-5515.000	Uniform Expense	98.35
100-740-5705.000	General Maintenance	27.03
100-740-5710.000	Equipment Maintenance	62.20
100-740-5720.000	Fuel	135.20
100-750-5207.000	Medicare	25.38
100-750-5405.000	Utilities	190.54
100-750-5410.000	Advertising	358.54
100-750-5505.000	Office Supplies and Expen...	137.32
100-750-5755.000	Special Department Suppl...	66.26
205-610-5205.000	Health Insurance	1,721.66
205-610-5207.000	Medicare	84.74
205-610-5217.000	PERS Tier 3 (2%@62)	334.72
205-610-5335.000	Maintenance & License A...	5,187.24
205-610-5405.000	Utilities	1,999.34
205-610-5705.000	General Maintenance	274.38
205-610-5710.000	Equipment Maintenance	481.44
205-610-5720.000	Fuel	88.27
207-610-5345.000	Contractual Services	5,680.00
220-340-5205.000	Health Insurance	513.80
220-340-5207.000	Medicare	22.55
220-340-5215.000	PERS Tier 1 (2.5%@55)	79.47
220-340-5216.000	PERS Tier 2 (2%@60)	27.37
220-340-5217.000	PERS Tier 3 (2%@62)	45.77
220-340-5345.000	Contractual Services	498.34
245-720-5405.000	Utilities	312.57
245-720-5755.000	Special Department Suppl...	930.99
255-760-5205.000	Health Insurance	89.69
255-760-5207.000	Medicare	2.34
255-760-5217.000	PERS Tier 3 (2%@62)	12.19
255-760-5506.000	Sport Supplies	575.83
255-760-5735.000	Miscellaneous Expense	459.42
311-810-5806.368	Street Reconstruction - Z...	40,664.31
311-810-5806.380	Sidewalk Improvement Pr...	1,159.33
510-110-5207.000	Medicare	1.10
510-110-5217.000	PERS Tier 3 (2%@62)	2.88
510-125-5205.000	Health Insurance	916.09
510-125-5207.000	Medicare	60.63
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	373.94
510-130-5207.000	Medicare	21.49
510-130-5215.000	PERS Tier 1 (2.5%@55)	34.44
510-130-5216.000	PERS Tier 2 (2%@60)	49.27
510-130-5217.000	PERS Tier 3 (2%@62)	49.29
510-220-5205.000	Health Insurance	2,626.95
510-220-5207.000	Medicare	120.23
510-220-5215.000	PERS Tier 1 (2.5%@55)	76.75
510-220-5216.000	PERS Tier 2 (2%@60)	448.22
510-220-5217.000	PERS Tier 3 (2%@62)	221.04
510-220-5345.000	Contractual Services	859.89
510-220-5505.000	Office Supplies and Expen...	423.94
510-230-5205.000	Health Insurance	198.12
510-230-5207.000	Medicare	28.20
510-230-5217.000	PERS Tier 3 (2%@62)	144.65

Account Summary

Account Number	Account Name	Payment Amount
510-230-5345.000	Contractual Services	125.00
510-440-5345.000	Contractual Services	5,914.96
510-440-5415.000	Communications	1,023.10
510-630-5205.000	Health Insurance	11,704.42
510-630-5207.000	Medicare	498.51
510-630-5215.000	PERS Tier 1 (2.5%@55)	605.23
510-630-5216.000	PERS Tier 2 (2%@60)	1,003.77
510-630-5217.000	PERS Tier 3 (2%@62)	1,367.27
510-630-5336.000	Permit & Assessment Fees	620.61
510-630-5338.000	Underground Service Alert	97.33
510-630-5339.000	Water Quality - Clinical Lab	1,827.50
510-630-5340.000	Professional Services	9,702.98
510-630-5345.000	Contractual Services	2,811.50
510-630-5405.000	Utilities	256.23
510-630-5411.000	Customer Notifications	234.15
510-630-5415.000	Communications	29.40
510-630-5440.000	Water Purchases - MWD	224,632.70
510-630-5442.000	Utilities - CWPf	234.24
510-630-5515.000	Uniform Expense	32.39
510-630-5705.000	General Maintenance	4,858.80
510-630-5710.000	Equipment Maintenance	370.97
510-630-5720.000	Fuel	690.98
520-840-5821.239	Appian Way Roof	4,080.00
520-840-5821.357	246th-247th-247th Pl - W...	2,160.00
520-840-5821.365	CWPf Upgrades Project	19,880.00
520-840-5821.372	Annual Aged Pipeline R&R	5,760.00
610-910-5825.000	Equipment Over \$5k	191,311.33
720-990-5998.000	Transfer to Railroad Muse...	464.36
Grand Total:		812,522.33

Project Account Summary

Project Account Key	Payment Amount
None	738,818.69
246th St., 247th Pl., 247th St.-Western	2,160.00
311-Street Reconstruction-Zone G	40,664.31
Annual Aged Pipeline R&R	5,760.00
Appian Way Roof	4,080.00
Cypress Water Production	19,880.00
Sidewalk Improvement Program	1,159.33
Grand Total:	812,522.33



CITY OF LOMITA CITY COUNCIL REPORT

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

FROM: Ryan Smoot, City Manager

PREPARED BY: Susan Kamada, Administrative Services Director

MEETING DATE: May 16, 2023

SUBJECT: Monthly Report for the Administrative Services Department

RECOMMENDATION

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

BACKGROUND

Accounting Activities:

- Staff began and participated in LACMTA audit of Measure R Hwy Project FA #MOU.MR312.43
- Conducted Panel Interview for Accountant (Payroll)
- Meeting with HdL – Review 4th Quarter 2022
- Staff participated in CSMFO “Closing the Books – It’s Never too Early to Start” Webinar

Department activity levels for the month of April 2023 are provided below:

<i>Journal Entries/Adjustments</i>	<i>5</i>
<i>Payroll Updates/Maintenance Changes</i>	<i>13 / 1 New Hires</i>
<i>Purchase Orders Issued</i>	<i>3</i>
<i>Purchase Orders Paid</i>	<i>14</i>
<i>Invoices Processed for Payment</i>	<i>240</i>
<i>Checks Processed (Demands & Manual)</i>	<i>140</i>
<i>Payroll Checks Processed</i>	<i>174</i>
<i>Business Licenses Issued (New / Renewals)</i>	<i>35/69</i>
<i>Water Utility Bills Mailed/Late Notices Issued</i>	<i>Late Notices Issued 538</i>
<i>Service Orders Issued (for Water Accounts)</i>	<i>38</i>

OPTIONS:

None. Information only. Receive and file.

FISCAL IMPACT

None. Information only. Receive and file.

Reviewed by:



Gary Y. Sugano
Assistant City Manager

Approved by:



Ryan Smoot
City Manager

Prepared by:



Susan Kamada
Administrative Services Director



CITY OF LOMITA CITY COUNCIL REPORT

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

FROM: Ryan Smoot, City Manager

PREPARED BY: Gary Y. Sugano, Assistant City Manager

MEETING DATE: May 16, 2023

SUBJECT: Monthly Report for the City Manager's Department

RECOMMENDATION

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

BACKGROUND

Information Technology

Numa Networks is currently on-site one day per week to provide as-needed IT support. During the month of April, Numa Networks assisted with a total of 198 trouble tickets.

Human Resources/Risk Management

The City currently has five (5) open recruitments; Water Service Technician I, Water Service Technician II, and Maintenance Aide in the Public Works Department, and Recreation Leader-Parks and Recreation Leader-Receptionist in the Recreation and Facilities Division. The Recreation Supervisor recruitment recently closed on May 8, 2023. Applications are currently being reviewed. The most qualified applicants will be invited to participate in a panel interview.

Octavio Becerra was promoted from Water Service Technician II to Water Treatment Plant Operator. He will start his new position on Monday, May 15, 2023.

Human Resources staff and Code Enforcement Officer, William Lawson, attended a Risk Managers Roundtable discussion at JPIA headquarters in La Palma on May 9, 2023. SB 296 was discussed in detail as well as new safety and training courses that are being offered by JPIA for Code Enforcement Officers and staff that work in the field and have public contact. Several staff members have shown interest in enrolling in the online courses.

Emergency Management

The City was awarded a FEMA Hazard Mitigation Assistance Grant in the amount of \$1,124,884.50 for the 247th Street Area Water Main Replacement Project. Design is currently underway but obtaining the necessary permits from the City of Los Angeles took much longer than expected, significantly putting the project behind schedule. Staff were granted a one-year extension to complete the project due to this delay. A new quarterly report was submitted on April 3, 2023, indicating that Lomita received an approved encroachment permit and traffic control plans from the City of Los Angeles for this project. Lomita's design consultant worked with their subconsultant to complete potholing and the final design of the project has been submitted to the city for final review. The design phase is approximately 85% complete.

Staff submitted a Notice of Interest (NOI) to update the City's Local Hazard Mitigation Plan (LHMP) to the California Governor's Office of Emergency Services (Cal OES) under the Hazard Mitigation Grant Program (HMPG). The NOI was approved, and the city was invited to submit a full subapplication. Staff worked with a grant writer to submit the subapplication on April 8, 2022. On January 25, 2023, staff received notification that CalOES submitted the supplication to FEMA for funding consideration. A status check on May 9, 2023 through the online portal indicates the subapplication is still under FEMA review.

Staff held a meeting with the Area G DMAC to conduct a preliminary review of Lomita's Emergency Response. As part of our efforts, the EOC's Position Assignment Log was recently updated, and we are initiating the GETS cards distribution. Staff coordinated with LA County Fire to review earthquake safety at Lomita Manor on May 16. Staff anticipates presenting the review, efforts, and recommendations to the City Council in June.

Lomita Manor

As COVID restrictions continue to be lifted, the Lomita Manor property management company, HumanGood, has restored several activities that have been previously postponed due to COVID. These activities include Exercise/Chair class, Coloring class, and Seasonal Holiday activities such as the St Patrick's Celebration and Easter Egg Craft. Additional activities that have been added/restored include Bingo, Walking Group and Monthly Celebrations of residents' birthdays with cake. The property management team will continue to explore additional activities for the residents at Lomita Manor. In addition to these activities, Lomita Manor's Recreation room is open to the residents. The roof repair that began in March is now complete. Repairs were critical due to the poor condition of the roofs resulting in leaks during the periods of heavy rain.

Community Development Block Grant Programs

On February 7, 2023, the Community Development Advisory Board (CDAB) approved the CDBG roster (budget) for FY 23-24 in the amount of \$140,077 to fund Residential Rehabilitation, Lifeline and the Job Creation and Business Incentive Loan Programs.

Residential Rehabilitation: For Fiscal Year 2023-24, a total of two projects are scheduled to be completed.

Lifeline: The Lifeline program provides emergency response service for a total of 20 subscribers now currently enrolled. The program is accepting applications from Lomita residents who are at least 55 years old or disabled.

City Clerk's Office

- Working with ECS Imaging regarding Laserfiche repository improvements
- Continued work on agenda management and meeting video streaming project implementation
- Clerk attended Annual California City Clerk's Conference

Administrative staff continues to provide customer service and support related to processing water payments, parking tickets, Dial-a-Ride, planning counter appointments and business licenses.

City Clerk activity for the month of April

Council Meeting Agenda & Minutes Prepared	2/0
Council Resolutions Adopted & Processed	3
Housing Authority Agenda & Minutes Prepared	1/1
Contracts/Agreements Processed	4
Ordinances Adopted & Published	1
Certificates Prepared	10
Public Records Requests Processed	12
Dial-a-Ride New Cards Issued	8
Dial-a-Ride Payments Processed	28
Dial-a-Ride Assistance-Phone/Counter	70
Administrative Parking Appeals Reviewed & Processed	28
Parking Citations Issued & Processed	714
Parking Citations Assistance – Phone/Counter	109
Planning Commission Meeting Agenda & Minutes Prepared	1/1
Planning Commission Resolutions Processed	5
Public Safety & Traffic Commission Agenda & Minutes Prepared	0/0
Technical Traffic Advisory Committee Agenda & Minutes Prepared	0/0
Scanned & Indexed Documents	19
Water Billing Payments and Assistance- Phone/Counter	145

OPTIONS:

None. Information only. Receive and file.


FISCAL IMPACT

None. Information only. Receive and file.

ATTACHMENTS


None.

Prepared by:



Gary Sugano
Assistant City Manager

Approved by:



Ryan Smoot
City Manager



CITY OF LOMITA CITY COUNCIL REPORT

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

FROM: Ryan Smoot, City Manager

PREPARED BY: Brianna Rindge, Community & Economic Development Director

MEETING DATE: May 16, 2023

SUBJECT: Monthly Report for the Community & Economic Development Department

RECOMMENDATION

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

DISCUSSION

Economic Development

The below applications for Lomita's ARPA-funded Façade Improvement and Job Creation Programs are in process and pending disbursement of funds:

- Still Got It Fitness signage
- Burnin Daylight outdoor dining canopy
- Well Worn Art awnings & signage
- Corridor Flow Job Creation Program
- BBQ Element Job Creation Program
- Offset Coffee Job Creation Program

Planning

- The Planning Commission voted to approve the following entitlements at the May 8, 2023, meeting. The appeal period for each application decision ends June 7, at which point the approval is deemed final and the applicant may apply for building permits. For zoning text amendments, the item will come before City Council at a subsequent meeting.
 - Fukanoya Japanese restaurant: Conditional Use Permit for extended hours of beer & wine sales for onsite consumption

- Zoning text amendment recommended for approval by City Council: clean-up of City's existing accessory dwelling unit regulations per recently adopted State mandates
- Several ordinance discussions will be on Planning Commission and City Council agendas as triggered by applicant requests, observed trends, post-COVID interest, the certified Housing Element, and other State mandates. The **draft** 2023 upcoming items schedule is as follows.

<i>Topic</i>	<i>Council Discussion</i>	<i>Planning Commission Hearing</i>	<i>City Council Hearings</i>
Building Code update	Adopted; in effect Jan. 1, 2023		
24000 Crenshaw Blvd Specific Plan sign update	Adopted; in effect Feb. 16, 2023		
Low-Barrier Navigation Centers	Adopted; in effect April 20, 2023		
Supportive Housing update	Adopted; in effect April 20, 2023		
Transitional Housing update	Adopted; in effect April 20, 2023		
Employee Housing	Adopted; in effect April 20, 2023		
Reasonable Accommodation update	Adopted; in effect April 20, 2023		
Covered Parking	Adopted; in effect April 20, 2023		
Emergency Shelter Parking	Adopted; in effect April 20, 2023		
Substandard Living Conditions	Adopted; in effect April 20, 2023		
Unused Zoning Districts clean-up	Adopted; in effect April 20, 2023		
Designated Parking, Signage	Adopted; in effect May 18, 2023		
Massage clean-up	Adopted; in effect June 1, 2023		
Outdoor Dining update	Subcommittee	April 2023	May 2023
Lot Design clean-up for consistency with adopted Ord. No. 839	n/a	April 2023	May 2023
Chickens update	n/a	April 2023	May 2023
ADU update	Dec. 2022	May 2023	June 2023
Murals	March 2023	June 2023	July 2023

- Staff met with multiple property owners and developers and completed review of residential and commercial building permits, solar, wireless facilities, business licenses, and Residential Property Reports.

Upcoming Developments & Businesses

Updated May 1, 2023

City of Lomita
Community & Economic
Development Department



Downtown Lomita

Address	Project Description	Status
24020 Narbonne Ave.	Cream Pan Bakery	Opening soon
24403 Narbonne Ave.	Lomita Feed converting warehouse space into a Western tack shop	In plan check with Building & Safety
245th St. & Woodward Ave.	16-unit condominium development	Under construction
24516 Narbonne Ave.	Alley vacation	In design review
24503 Narbonne Ave.	The Slip Restaurant	Entertainment permit under review; Opening late May
2173 Lomita Blvd.	Still Got It Fitness ARPA-funded Façade Improvement	New signage complete summer 2023

Pacific Coast Highway

Address	Project Description	Status
2130 PCH	Target, renovating former Albertson's space	Under construction
2177 PCH	Commercial uses replacing old bank building	Construction drawings in preparation
2155 PCH	Grocery Outlet submitted Tenant Improvement Plans	Administrative review

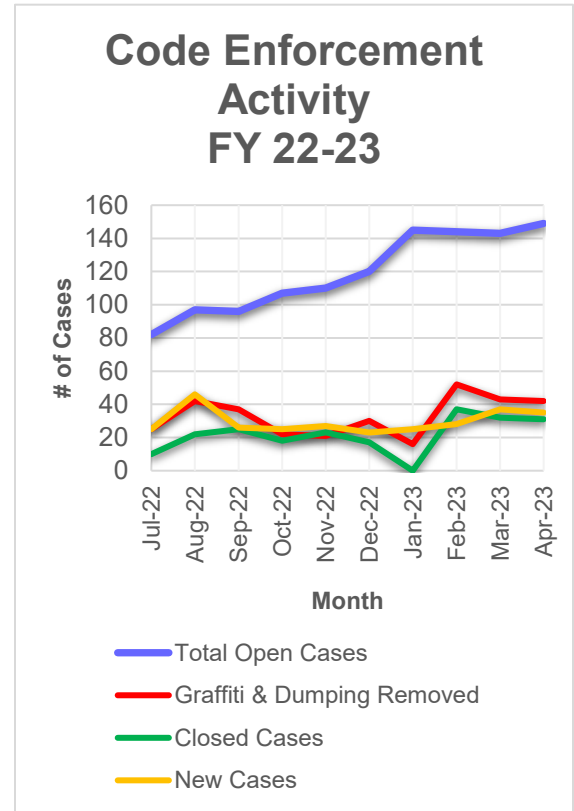
Mixed-Use & Multi-Family Residential

Address	Project Description	Status
2457 Lomita Blvd.	Kaia, 220-unit luxury studio, 1-bedroom, & 2-bedroom apartments	Now leasing kaiasouthbay.com
24805 Narbonne Ave.	Mixed-use: medical office, 5 live-work units, ground floor commercial, & 10 townhome residential units	Certificate of Occupancy issued
24830-24838 Narbonne Ave.	Mixed-use: ground floor commercial & 11 residential units with a 2-bedroom unit for very low income	Grading Permit issued
26109 Narbonne Ave.	8-unit townhome project	Final inspection early May
26016 Oak Street	9-unit townhome project	Finalizing bond; Final Map application coming soon

Code Enforcement

- The addition of a part-time contract Code Enforcement officer in February to augment the full-time officer's efforts yielded a significant increase in citywide code compliance, including enforcement of illegal dumping and graffiti as shown in the charts.

<i>Fiscal Year</i>	<i>Total Citations Issued</i>
2018-2019	\$17,750
2019-2020	\$20,900
2020-2021	\$0
2021-2022	\$14,650
2022-2023 to date	\$62,100



OPTIONS

None. Information only. Receive and file.

Reviewed by:

Gary Sugano

Gary Y. Sugano
Assistant City Manager

Prepared by:

Brianna Rindge

Brianna Rindge
Community & Economic Development Director

Approved by:

Ryan Smoot

Ryan Smoot
City Manager



CITY OF LOMITA CITY COUNCIL REPORT

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

FROM: Ryan Smoot, City Manager

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

MEETING DATE: May 16, 2023

SUBJECT: Monthly Report for the Recreation and Facilities Division

RECOMMENDATION

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

RECREATION SERVICES

- Summer newsletter has been mailed out to residents.
- Summer sign-ups will start May 15th for Lomita Residents, so we are working on getting the word out.
- Staff have been updating the City Recreation page online and via the Lomita Park App to keep parents informed for youth soccer changes.
- Staff are gearing up for school parties at the park.
- Staff assisted the Lomita Railroad Foundation for its annual Afternoon Tea. They had a sold-out event.
- Staff are preparing to help Chambers with its annual health fair on May 7th.
- Staff are getting ready for the Memorial Day ceremony.
- Founders Day planning and meetings have begun and are on track for success.
- Staff is working with the LASD in planning this year's "I am Drug & Gang Free Walk" for 347 students on June 2nd at Lomita Park.
- Lomita Railroad Museum staff prepared to assist the Lomita Railroad foundation with its "Afternoon Tea" on April 30th. This event was sold out.
- Lomita Railroad Museum staff is also preparing for Night at the Museum taking place June 2nd.
- The staff is continuing to work with the Chamber of Commerce during their Sunday Funday event at Farmers Market. Which takes place the last Sunday of each month.

YOUTH SPORTS

- Youth Soccer began. There are 333 children enrolled on 24 teams.

ADULT SPORTS

- Men's Basketball concluded on April 6th. Leagues to resume in summer.
- Soccer leagues begin in summer.

PROGRAM REGISTRATIONS

- Summer registrations begin May 15 for residents and June 1st for non-residents.

PROJECTS

- A few of the Lomita Park Coaches had training on April 1st to be CPR Certified.
- Continued soccer training for new staff.
- Summer program scheduling, planning, and purchasing.
- Lomita Park Basketball Camp- June 26th and July 24th.

MAINTENANCE AND FACILITIES

- Continue the process of adding card access at doors throughout Lomita Park.
- Staff replaced the bulbs and serviced the light fixtures in the hallway adjacent to the City Manager's office.
- Added two security cameras to the interior of the Tom Rico Center.
- Added one security camera to the exterior of the Marc Fosnaugh Gymnasium (southside),
- Serviced and repaired the two sets of automatic doors at City Hall. The doors were serviced, and the rollers and hangar belt drives were replaced.
- The water faucet was replaced in the small conference room adjacent to the City Manager's office.
- Facilities Staff trenched over 100 feet from the southwest corner of City Hall to the stage to add a permanent power source (240v and 120v) for future events etc.
- Staff repaired the basketball backboard (West) in the Marc Fosnaugh Gymnasium.

PARK ADMINISTRATION PROJECTS

PROJECTS COMPLETED:

- Continued participating in Capital Improvement Project planning sessions with Public Works Department.
- Attended Los Angeles County Regional Park and Open Space District Measure “A” Grant Update meeting.
- Hosted two job walks for Stephenson Center Upgrade design project.
- Completed multiple administrative functions to support youth soccer program.
- Conducted on-site weekend supervision for youth soccer program.
- Trained part-time staff to organize and oversee youth sports programs.

PROJECTS IN PROGRESS:

- Continuing weekend youth soccer supervision and training/mentoring part-time staff in the absence of Rec. Supervisor.
- Annual progress report for California Parks and Recreation Grants and Local Services.
- Researching project funding options for Irene Lewis Park project. Explored combining funding from the LWCF Competitive Program and LA County Measure A Program. Provided information to assist Senior Civil Engineer in developing request for proposals for park design.
- Developing site plans to install tables and benches for Hathaway and Lomita Parks.
- Providing information to assist Senior Civil Engineer in developing request for proposals for Stephenson Center renovation.
- Monitoring information regarding updates and meetings pertaining to the City’s allotment from LA County Measure A.
- Developing marketing material and determining staffing needs for Lomita Park Basketball Camp. Dates June 26-30 and July 24-28.
- Completing LA County Supervisor Discretionary grant application for Founder’s Day entertainment.

OPTIONS:

None. Information only. Receive and file.

FISCAL IMPACT

None. Information only. Receive and file.

Reviewed by:

Gary Sugano

Gary Y. Sugano
Assistant City Manager
Prepared by:

Michael M. Sansbury

Michael M. Sansbury
Recreation & Facilities Manager

Approved by:

Ryan Smoot

Ryan Smoot
City Manager
Prepared by:

Emma Kelley

Emma Kelley
Recreation Manager



CITY OF LOMITA CITY COUNCIL REPORT

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

FROM: Ryan Smoot, City Manager

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

MEETING DATE: May 16, 2023

SUBJECT: Monthly Report for the Public Works Department

RECOMMENDATION:

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

BACKGROUND:

Water Division Updates

Cypress Water Production Facility (CWPF) and Distribution System Update

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

In April 2023, the City pumped 0.0 acre-feet of groundwater from Well No. 5. All drinking water was supplied with imported water from West Basin MWD. In April 2023, the City imported 143.6 acre-feet from West Basin MWD. Monthly water reports can be found at www.lomitawater.com/oversight/water-quality-reports/.

The City hosted a water tour at the CWPF on April 20th for four community members. Residents who are interested in touring the facility may sign up for a monthly tour at <https://www.lomitawater.com/water-tours/>.

Water Division Performance Measures:

Main Breaks/Leak Repairs	1
Service Connection Breaks/Leaks	8
Water Outages	1
Water Service Requests	43
USA Dig-Alert Tickets	72
Dead-end Fire Hydrant Flushing	25
Meter Maintenance	9
Inspection of Water Facilities	Daily
Water Quality Complaints	0

Engineering/PW Administration Division Updates

CIP Update

Cypress Water Production Facility (CWPF) Upgrade Project

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

Progress	As of April 30, 2023
Percent Project completion	98%
Overall Project, invoiced/approved	\$4,146,565
Overall Project budget (approved contracts)	\$4,835,131

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

Street Reconstruction – Zone G

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

The design of the project was awarded to David Evans and Associates in July 2022 and is scheduled to be completed in the first half of 2023. Extensive field investigation and sampling have taken place to evaluate the road condition on the 17 streets included in this project. The City has received these technical reports. Construction of the project is programmed for Spring 2024.

Progress	As of April 30, 2023
Percent Project completion	20% (of design)
Overall Project, invoiced/approved	\$36,481
Overall Project budget	\$1,200,000

247th Street Area Watermain Project

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

Design of the project was awarded to Onward Engineering in November 2021. The permit from Caltrans was approved in September 2022. The encroachment permit and traffic control plans were approved by the City of Los Angeles in December 2022. Onward Engineering has performed potholing. At one location soil contamination was observed. Onward Engineering's team will perform another round of potholing to investigate alternate alignments and/or validate the contamination. If the pipe alignment will be diverted, revised final design of the project will be resubmitted to the City for review.

Progress	As of April 30, 2023
Percent Project completion	85% (of design)
Overall Project, invoiced/approved	\$102,248
Overall Project budget	\$1,499,916

Emergency Generator

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

For the month of April 2023, City staff reviewed the 100% final design package for the project. Due to the long lead time for generators (~60 weeks), the consultant is looking into alternative generators to rent to ensure the City has a backup power source for the Metropolitan Water District shutdown scheduled to begin in November 2023. Staff anticipates requesting Council authorization for early procurement of generator. The final revised PS&E for the project are scheduled to be submitted in May.

Progress	As of April 30, 2023
Percent Project completion	55%
Overall Project, invoiced/approved	\$52,030
Overall Project budget	\$76,365

Narbonne Avenue Water Replacement and Street Rehabilitation Project

This project consists of constructing approximately 1,600 linear feet of PVC water pipeline on Narbonne Avenue from PCH to the southern end of the City of Lomita. Per the proposed 2015 Water Master Plan, the proposed watermain will be a new 8-inch PVC water main to provide improved flow, pressure, and fire protection. This new water main will replace the existing 1928 6-inch and 8-inch water mains.

Design of the project was awarded to David Evans and Associates in December 2022 and is scheduled to submit a 60% preliminary design package to the City in early May. The final PS&E is scheduled to be completed in the third quarter of 2023.

Progress	As of April 30, 2023
Percent Project completion	8%
Overall Project, invoiced/approved	\$0
Overall Project budget	\$199,940

New Groundwater Well Feasibility Study

The purpose of this study is to identify preliminary locations where construction of a new groundwater well is feasible. The installation of a new well would minimize the City's long-term reliance on imported water and provide a contingency well in case of future adverse impacts to Lomita Well No. 5. The City currently has groundwater rights of 1,352-acre feet (ac-ft) in the West Coast Basin, and in its last year of normal operations, CY 2018, Well No. 5 only produced 561 ac-ft of groundwater.

This study was awarded to Stetson Engineering, Inc. in February 2023. Stetson Engineering is currently acquiring and reviewing data and a preliminary report is expected to be submitted in May. The study and final report is scheduled to be completed in July 2023.

Progress	As of April 30, 2023
Percent Project completion	10%
Overall Project, invoiced/approved	\$0
Overall Project budget	\$63,135

Appian Way Pump Station Roof Project

This project will consist of designing and constructing a new roof for the Appian Way Pump Station. The design contract has been awarded to Tetra Tech, Inc. and design will begin soon.

Stephenson Center Maintenance Project

This project consists of design and construction for upgrades to the restroom facilities as well as restoration/replacement of the three-level roof at The Stephenson Center in Lomita Park. The requirements for design include upgrades to all fixtures in the men's and women's restrooms to comply with ADA access needs, new toilet stall partitions, new doors, re-roofing the building, and replacement of the skylights.

The Request for Proposals (RFP) for design of this project was issued on March 30, 2023 one proposals is received from BOA Architecture.

Encroachment Permit Review/Approval

For the month of April 2023, staff received and reviewed 12 encroachment permit applications from various utility companies, contractors, and residents. 7 encroachment permits were issued. Public Works now has an on-line portal for encroachment permitting, available at <https://lomitaca.viewpointcloud.com/categories/1081>.

Public Safety and Traffic

Public Safety and Traffic Commission (PS&TC) did not meet April. Staff received proposals for developing a Traffic Calming Toolkit and will be coordinating public workshops in the future with the PS&TC. The Toolkit will provide tools for the City to utilize in addressing traffic concerns across the City.

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

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

The City's contractor for tree trimming completed tree maintenance along Lomita Blvd, Narbonne Ave, and Pacific Coast Highway, along with other locations throughout the City. The Streets and Trees Crew assisted in repairing street damage at Woodward, Cypress, and PV Drive North caused by water main breaks. In addition, the Crew completed street repairs at 263rd/Fairview and Pennsylvania Ave, totaling 43 tons of asphalt for street repairs for the month of April. Parks Staff planted six Palo Verde trees, six Foxtail shrubs and six Little John shrubs at PV Drive North for Arbor Day.

Streets and Trees Division:

Trees Trimmed (City/Contractor)	35 / 130
Trees/Stumps Removed (City/Contractor)	2 / 4
Graffiti Locations Cleaned	64
Sidewalk Maintenance	200
Curb/Gutter Maintenance	18
City Drains Cleaned	34
Street Signs Replaced or Repaired	30
Potholes Filled / Patches	0
New work order requests	194
Backlog of work orders	112
Total Trees Planted	6

Parks Division:

Mowed Park Grounds, number of times	15
Playground Safety Inspections	9
Raised Median/Planter Weeding	4
Park Grounds Fertilized	0
Museum/City Hall Grounds Maintenance	5
Sprinkler Repair/Replacement	5
Trimmed Hedges/Trees (City grounds)	14

Reviewed by:



Gary Y. Sugano
Assistant City Manager

Approved by:



Ryan Smoot
City Manager

Prepared by:



Carla Dillon, PE
Public Works Director



CITY OF LOMITA CITY COUNCIL REPORT

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

FROM: Ryan Smoot, City Manager

PREPARED BY: Susan Kamada, Administrative Services Director

MEETING DATE: May 16, 2023

SUBJECT: March 2023 Treasury and Investment Report

RECOMMENDATION

Receive and file the Treasury and Investment Report.

BACKGROUND

Pursuant to Section 41004 of the Government Code of the State of California, the City Treasurer is required to submit a monthly report of all receipts, disbursements and fund balances. The first page of the report summarizes the investment activity for the month and distribution by type of investment, held by the City. The second and third page lists all investments with original maturities exceeding one year as of the month ended March 31, 2023. The fourth page of the report provides a summary of the beginning balance, total receipts, total disbursements, ending balance for all funds, and a listing, by fund, of all month end fund balances.

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

As of March 31, 2023, 11.43% of the City's funds are with the State of California Local Agency Investment Fund (LAIF). The remaining funds of the City of Lomita are in active checking accounts, money market funds, U.S. Treasuries, Federal Agency Securities, Corporate Bonds, and FDIC-insured Negotiable Certificates of Deposit that are in compliance with the California Government Code and the City's Investment Policy. The current value of each account is obtained from actual monthly statements for the period ending March 31, 2023.

Due to recent events, Pacific Western Bank has sent out an email to reassure their clients of their continued focus to support their customers as a proven partner through

all economic cycles as they've done for over 20 years. Staff will continue to monitor recent events in the banking industry to safeguard assets held at various banks.

OPTIONS:

None, information only.

FISCAL IMPACT

None.

ATTACHMENT

1. Treasury and Investment Report for March 2023

Reviewed by:



Gary Y. Sugano
Assistant City Manager

Approved by:



Ryan Smoot
City Manager

Prepared by:



Susan Kamada
Administrative Services Director

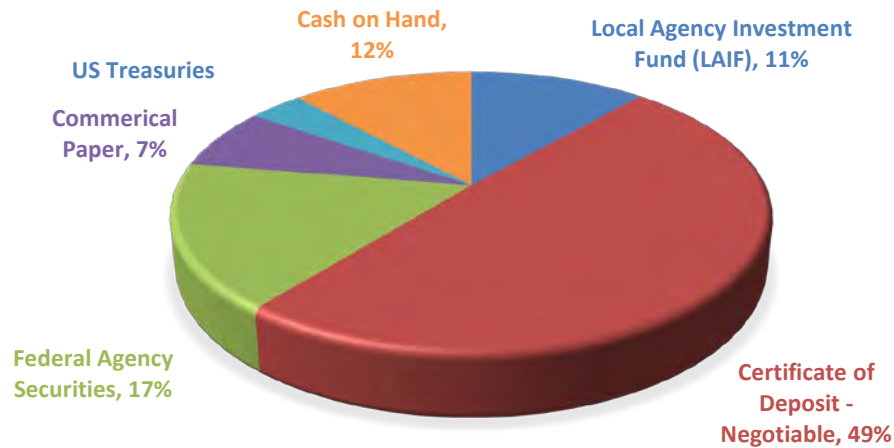


City of Lomita

Investment Portfolio Report March 31, 2023

Summary of Cash & Investments	Distribution of Cash &				Gain (Loss) on Investment
	Invesments	Book Value	Market Value*	Interest Earned	
Local Agency Investment Fund (LAIF)	11.43%	3,229,430.08	3,229,430.08	0.00	0.00
Certificate of Deposit - Negotiable	49.33%	13,940,000.00	13,203,541.57	22,922.75	0.00
Federal Agency Securities	16.81%	4,750,000.00	4,497,460.00	13,437.50	0.00
Commerical Paper	7.08%	2,000,000.00	1,714,720.00	0.00	0.00
US Treasuries	3.54%	1,000,000.00	988,360.00	6,250.00	0.00
Total Pooled Investments	88.19%	24,919,430.08	23,633,511.65	42,610.25	0.00
City of Lomita General Account DDA	11.81%	3,337,918.16	3,337,918.16	0.00	0.00
Total Cash	11.81%	3,337,918.16	3,337,918.16	0.00	0.00
Total Cash & Investments	100.00%	28,257,348.24	26,971,429.81	42,610.25	0.00

City of Lomita Distribution of Pooled Cash



Month to Date & Fiscal Year to Date Interest Earned/ Gain (Loss) on Total Investments

	MTD	YTD
Jul-22	9,063.33	9,063.33
Aug-22	23,738.87	32,802.20
Sep-22	47,967.12	80,769.32
Oct-22	27,178.53	107,947.85
Nov-22	24,490.25	132,438.10
Dec-22	29,003.15	161,441.25
Jan-23	44,965.12	206,406.37
Feb-23	38,269.54	244,675.91
Mar-23	42,610.25	287,286.16
Apr-23	-	287,286.16
May-23	-	287,286.16
Jun-23	-	287,286.16
	287,286.16	287,286.16

*The Governmental Accounting Standards Board (GASB) has established Statement No. 31 for setting investment valuation standards. We report the unrealized gain/(loss) monthly and book realized gain/(loss) at year end as a GASB 31 requirement.

GASB 31 is a reporting requirement that reports the "Fair Value" of investments held in our portfolio. Fair value is the amount at which a financial instrument (investment) could be exchanged in a current transaction between willing parties at current market prices. It is important to understand the relationship between prevailing interest rates and fixed coupon investments. As market interest rates fall, the "Fair Value" of held securities will rise (unrealized Gains). The opposite occurs as market interest rates rise (market prices of held investments will fall). It should be noted that investments held in the city pool are to be held until maturity so both gains and losses (unrealized) will not be taken.



City of Lomita
Investment Portfolio Report March 31, 2023

Account/ Investment Title & Description	Account #/ CUSIP	Settlement Date	Maturity Date	Yield to Maturity	Beginning Face Amount/Shares	Beginning Market Value	Buy Principal	Sell Principal	Change in Market Value	Current Market Value	Ending Market Value	Ending Face Amount/Shares	Interest Earned / (Accrued)	Realized Gain /(Loss) On Investment
Local Agency Investment Fund (LAIF)														
City of Lomita	XX-XX-469		N/A	2.831%	3,229,430.08	3,229,430.08	-	-	-	3,229,430.08	3,229,430.08	3,229,430.08	-	-
Sub Total / Average				2.831%	3,229,430.08	3,229,430.08	-	-	-	3,229,430.08	3,229,430.08	3,229,430.08	-	-
Certificate of Deposit - Negotiable														
PCSB Bank	69324MAL9	02/21/20	02/21/24	1.650%	248,000.00	240,088.80	-	-	414.16	240,502.96	240,502.96	248,000.00	313.91	
Third Federal S & L Assn	88413QDA3	08/13/21	08/13/24	0.500%	249,000.00	233,624.25	-	-	505.47	234,129.72	234,129.72	249,000.00		
Raymond James Bank NA	75472RBB6	02/14/20	02/14/25	1.750%	248,000.00	234,015.28	-	-	(171.12)	233,844.16	233,844.16	248,000.00		
Liberty	53052LAP4	03/24/23	03/24/25	5.350%			248,000.00		1,855.04	249,855.04	249,855.04	248,000.00		
Lafayette FCU	50625LAY9	03/31/22	03/31/25	2.200%	249,000.00	236,310.96	-	-	(323.70)	235,987.26	235,987.26	249,000.00	453.27	
Direct Federal Credit Union	25460FDZ6	02/01/23	05/01/25	4.700%	248,000.00	247,982.64			(1,187.92)	246,794.72	246,794.72	248,000.00	894.16	
JPMorgan Chase Bank NA	48128WCJ2	12/03/21	05/16/25	0.800%	248,000.00	227,326.72	-	-	133.92	227,460.64	227,460.64	248,000.00		
Institution for Savings Newburyport MA	45780PBL8	05/20/22	05/20/25	3.100%	247,000.00	238,535.31	-	-	(743.47)	237,791.84	237,791.84	247,000.00	587.39	
Axiom Bank Maitland FL	05464LBR1	11/30/21	06/13/25	0.700%	249,000.00	226,836.51	-	-	144.42	226,980.93	226,980.93	249,000.00	133.71	
Bank of Princeton	064520BE8	06/26/20	06/26/25	0.600%	210,000.00	190,589.70	-	-	138.60	190,728.30	190,728.30	210,000.00	96.66	
Flushing Bank	34387AFF1	11/04/22	11/04/25	4.700%	249,000.00	249,271.41	-	-	(1,606.05)	247,665.36	247,665.36	249,000.00	897.76	
BankUnited NA	066519RX9	12/08/21	12/08/25	1.250%	248,000.00	225,590.72	-	-	(1,934.40)	223,656.32	223,656.32	248,000.00	764.38	
USAlliance FCU	90352RCD5	01/28/22	01/28/26	1.350%	249,000.00	226,333.28	-	-	1,511.18	227,844.46	227,844.46	249,000.00	285.50	
Liberty First Credit Union	530520AF2	02/03/23	02/03/26	4.400%	249,000.00	248,215.65			(1,902.36)	246,313.29	246,313.29	249,000.00	798.16	
Truliant	89789AAH0	03/22/23	03/23/26	5.150%			248,000.00		1,708.72	249,708.72	249,708.72	248,000.00		
Pentagon FCU	70962LBK7	03/28/22	03/30/26	2.050%	249,000.00	230,026.20	-	-	(789.33)	229,236.87	229,236.87	249,000.00	391.58	
Kansas State Bank	50116CCV9	03/31/22	03/31/26	2.300%	249,000.00	231,858.84	-	-	(886.44)	230,972.40	230,972.40	249,000.00	486.40	
Nelnet Bank	64034KAC5	04/15/21	04/15/26	0.700%	248,000.00	219,202.24	-	-	(312.48)	218,889.76	218,889.76	248,000.00		
Community West Bank NA	20415QHQ5	04/23/21	04/23/26	0.700%	248,000.00	218,745.92	-	-	(329.84)	218,416.08	218,416.08	248,000.00	133.17	
State BK India New York NY	856285VS7	05/19/21	05/19/26	1.000%	247,000.00	219,810.24	-	-	(518.70)	219,291.54	219,291.54	247,000.00		
Toyota Financial Savings Bank	89235MLD1	07/22/21	07/22/26	0.950%	248,000.00	219,018.72	-	-	(689.44)	218,329.28	218,329.28	248,000.00		
Medallion BK Salt Lake City	58404DLD1	07/30/21	07/30/26	0.800%	248,000.00	217,667.12	-	-	(654.72)	217,012.40	217,012.40	248,000.00		
Sallie Mae Bank	795451AK9	08/11/21	08/11/26	1.100%	248,000.00	219,832.16	-	-	(825.84)	219,006.32	219,006.32	248,000.00		
Metro Credit Union	59161YAN6	02/18/22	08/18/26	1.600%	249,000.00	224,401.29	-	-	(1,018.41)	223,382.88	223,382.88	249,000.00	305.62	
Texas Exchange Bank	88241TML1	11/26/21	11/27/26	1.200%	249,000.00	219,299.28	-	-	(1,170.30)	218,128.98	218,128.98	249,000.00	229.22	
Beal Bank USA	07371CH69	03/02/22	02/24/27	2.050%	248,000.00	224,769.84	-	-	(1,812.88)	222,956.96	222,956.96	248,000.00	2,521.11	
Capital One Bank USA NA	14042TFP7	04/27/22	04/27/27	2.900%	248,000.00	231,919.68	-	-	(2,150.16)	229,769.52	229,769.52	248,000.00		
Morgan Stanley Bank	61773TDN0	04/29/22	04/29/27	3.000%	246,000.00	231,001.38	-	-	(2,164.80)	228,836.58	228,836.58	246,000.00		
Discover Bank	254673G83	06/14/22	06/14/27	3.150%	246,000.00	232,007.52	-	-	(2,233.68)	229,773.84	229,773.84	246,000.00		
The Dart Bank	237412AN1	06/08/22	06/15/27	3.250%	249,000.00	235,743.24	-	-	(2,308.23)	233,435.01	233,435.01	249,000.00	620.79	
Forbright Bank	34520LAT0	11/02/22	11/02/27	4.600%	249,000.00	249,000.00	-	-	(2,811.21)	246,188.79	246,188.79	249,000.00	878.66	
Alliant Credit Union	01882MAC6	12/30/22	12/30/27	5.000%	248,000.00	252,357.36	-	-	(2,926.40)	249,430.96	249,430.96	248,000.00	1,019.18	
First Technology Federal	33715LEL0	02/03/23	02/03/28	5.000%	248,000.00	248,500.96			(389.36)	248,111.60	248,111.60	248,000.00	951.23	
Alaska USA Federal Credit Union	011852AE0	03/08/23	03/08/28	4.600%			249,000.00		(2,734.02)	246,265.98	246,265.98	249,000.00		
Central Valley Community Bank	15568PAL0	03/31/23	03/31/28	5.300%			248,000.00		456.32	248,456.32	248,456.32	248,000.00		
Goldman Sachs Bank USA	38148PN52	05/30/18	05/30/23	3.250%	245,000.00	243,936.70	-	-	350.35	244,287.05	244,287.05	245,000.00		
Austin TelCo FCU	052392BK2	08/12/22	08/11/23	3.200%	249,000.00	247,127.52			234.06	247,361.58	247,361.58	249,000.00	611.24	
General Electric Credit Union	369674CG 9	01/30/23	01/30/24	5.000%	248,000.00	248,605.12			(877.92)	247,727.20	247,727.20	248,000.00		
Grow Financial Federal Credit Union	39981MAC6	03/24/23	03/25/24	5.350%			248,000.00		567.92	248,567.92	248,567.92	248,000.00		
Wells Fargo Bank	949763ZA7	04/18/19	04/10/24	2.850%	245,000.00	239,641.85	-	-	(161.70)	239,480.15	239,480.15	245,000.00	535.64	
Live Oak Bkg Co	538036HY3	02/12/20	08/12/24	1.700%	245,000.00	234,095.05	-	-	85.75	234,180.80	234,180.80	245,000.00	319.51	
Capital One Natl Assn	14042RNE7	08/23/19	08/21/24	2.000%	245,000.00	235,121.60	-	-	(75.95)	235,045.65	235,045.65	245,000.00		
Morgan Stanley Private Bk Natl Assn	61760AX53	09/05/19	09/05/24	1.900%	100,000.00	95,737.00	-	-	(45.00)	95,692.00	95,692.00	100,000.00	942.19	
Synchrony Bank	87165FF58	11/30/21	11/29/24	0.850%	245,000.00	228,587.45	-	-	252.35	228,839.80	228,839.80	245,000.00		
Workers Federal Credit Union	98138MBC3	01/27/23	01/27/25	4.700%	249,000.00	249,077.19			(1,282.35)	247,794.84	247,794.84	249,000.00	897.76	
Enerbank USA Salt	29278TMZ0	02/14/20	02/14/25	1.650%	245,000.00	230,581.75	-	-	(95.55)	230,486.20	230,486.20	245,000.00	310.11	
Merrick Bank	59013KQE9	11/30/21	05/30/25	0.900%	245,000.00	224,606.20	-	-	88.20	224,694.40	224,694.40	245,000.00	181.23	
Spokane Teachers Credit Union	849061AA4	11/23/22	11/24/25	5.000%	248,000.00	250,246.88	-	-	(1,738.48)	248,508.40	248,508.40	248,000.00	951.23	
Eaglemark Savings Bank	27004PBD4	04/07/21	04/07/26	0.700%	245,000.00	216,727.00	-	-	(286.65)	216,440.35	216,440.35	245,000.00		



City of Lomita
Investment Portfolio Report March 31, 2023

Account/ Investment Title & Description	Account #/ CUSIP	Settlement Date	Maturity Date	Yield to Maturity	Beginning Face Amount/Shares	Beginning Market Value	Buy Principal	Sell Principal	Change in Market Value	Current Market Value	Ending Market Value	Ending Face Amount/Shares	Interest Earned / (Accrued)	Realized Gain /(Loss) On Investment
Greenstate Credit Union	39573LBL1	06/16/21	06/16/26	0.900%	249,000.00	219,998.97	-	-	(560.25)	219,438.72	219,438.72	249,000.00	171.91	
UBS Bk USA Salt Lake	90348JQ29	07/14/21	07/14/26	0.900%	249,000.00	219,413.82	-	-	(644.91)	218,768.91	218,768.91	249,000.00	171.91	
Bank of Frankewing	06221LAE3	11/09/22	11/09/26	4.950%	248,000.00	248,607.60	-	-	(657.20)	247,950.40	247,950.40	248,000.00	941.72	
Baxter Credit Union	07181JAU8	11/22/22	11/23/26	5.000%	248,000.00	251,380.24	-	-	(2,646.16)	248,734.08	248,734.08	248,000.00	951.23	
Celtic Bank	15118RZT7	11/30/22	11/30/26	4.800%	249,000.00	250,673.28	-	-	(2,602.05)	248,071.23	248,071.23	249,000.00	982.36	
Dept of Commerce Federal CU	24951TAT2	05/13/22	05/13/27	3.250%	249,000.00	235,987.26	-	-	(2,313.21)	233,674.05	233,674.05	249,000.00	620.79	
BMO Harris Bank NA	05600XFW5	06/15/22	06/15/27	3.300%	249,000.00	236,206.38	-	-	(2,333.13)	233,873.25	233,873.25	249,000.00	630.34	
Numerica Credit Union	67054NBC6	11/04/22	11/04/27	4.950%	248,000.00	251,705.12	-	-	(2,936.32)	248,768.80	248,768.80	248,000.00	941.72	
Sub Total / Average				2.746%	12,699,000.00	12,007,947.20	1,241,000.00	-	(45,405.63)	13,203,541.57	13,203,541.57	13,940,000.00	22,922.75	-
Federal Agency Securities														
Federal Home LN BKS	3130APXC4	12/10/21	12/10/24	1.100%	1,000,000.00	940,340.00	-	-	6,870.00	947,210.00	947,210.00	1,000,000.00		
Federal Home LN BKS	3130ALMM3	03/30/21	03/30/26	1.000%	250,000.00	226,655.00	-	-	632.50	227,287.50	227,287.50	250,000.00	1,250.00	-
Federal Home LN BKS	3130AR2B6	03/08/22	03/08/27	2.375%	500,000.00	466,735.00	-	-	2,110.00	468,845.00	468,845.00	500,000.00	5,937.50	
Federal Home LN BKS	3130ARDY4	03/29/22	03/29/27	2.500%	500,000.00	468,340.00	-	-	1,980.00	470,320.00	470,320.00	500,000.00	6,250.00	
Federal Home LN BKS	3130ARGQ8	04/14/22	04/14/27	2.875%	250,000.00	237,057.50	-	-	750.00	237,807.50	237,807.50	250,000.00		
Federal Home LN BKS	3130ASD22	06/29/22	06/29/27	3.590%	250,000.00	241,412.50	-	-	272.50	241,685.00	241,685.00	250,000.00		
Federal Home LN MTG	3134GXL28	08/17/22	08/17/27	4.150%	250,000.00	244,147.50	-	-	(1,065.00)	243,082.50	243,082.50	250,000.00		
Federal Home LN MTG	3134GXQ23	08/25/22	08/25/27	4.250%	250,000.00	244,645.00	-	-	245.00	244,890.00	244,890.00	250,000.00		
Federal Home LN MTG	3134GY3F7	11/22/22	11/22/27	5.125%	250,000.00	251,177.50	-	-	102.50	251,280.00	251,280.00	250,000.00		
Federal Home LN MTG	3134GYF31	01/30/23	01/27/28	5.100%	250,000.00	249,732.50	-	-	(1,785.00)	247,947.50	247,947.50	250,000.00		
Federal Farm Credit Bank	3133ENC00	11/30/21	10/27/25	1.040%	500,000.00	459,620.00	-	-	3,495.00	463,115.00	463,115.00	500,000.00		
Federal Farm Credit Bank	3133EMB76	05/26/21	05/26/26	0.950%	500,000.00	450,375.00	-	-	3,615.00	453,990.00	453,990.00	500,000.00		-
Sub Total / Average				2.838%	4,750,000.00	4,480,237.50	-	-	17,222.50	4,497,460.00	4,497,460.00	4,750,000.00	13,437.50	-
Commerical Paper														
Bank of America Corp A2	06048WM31	05/28/21	05/28/26	1.250%	1,000,000.00	880,660.00	-	-	(19,020.00)	861,640.00	861,640.00	1,000,000.00		
Goldman Sachs Corp A2	38150AFK6	04/30/21	04/30/26	1.550%	500,000.00	442,380.00	-	-	3,220.00	445,600.00	445,600.00	500,000.00		
JPMorgan Chase & Co	48128G4R8	08/17/21	08/17/26	1.150%	500,000.00	428,285.00	-	-	(20,805.00)	407,480.00	407,480.00	500,000.00		
Sub Total / Average				1.317%	2,000,000.00	1,751,325.00	-	-	(36,605.00)	1,714,720.00	1,714,720.00	2,000,000.00	-	-
U.S. Treasuries														
US Treasury Note	06048WM31	07/28/22	07/31/23	1.250%	1,000,000.00	982,660.00	-	-	5,700.00	988,360.00	988,360.00	1,000,000.00		
US Treasury Note	9128284D9	07/28/22	03/31/23	2.500%	500,000.00	498,275.00	-	500,000.00	1,725.00	-	-	-	6,250.00	
Sub Total / Average				1.875%	1,500,000.00	1,480,935.00	-	500,000.00	7,425.00	988,360.00	988,360.00	1,000,000.00	6,250.00	-
Total / Average - Investments				2.32%	24,178,430.08	22,949,874.78	1,241,000.00	500,000.00	(57,363.13)	23,633,511.65	23,633,511.65	24,919,430.08	42,610.25	-
Demand Deposit Account (DDA)														
Pacific Western - General Account	XXXX259	N/A	N/A	0.000%	3,365,116.79	N/A	N/A	N/A	N/A		3,365,116.79	3,365,116.79	N/A	N/A
(Outstanding Checks)		N/A	N/A		(27,198.63)	N/A	N/A	N/A	N/A		(27,198.63)	(27,198.63)	N/A	N/A
Sub Total / Average				0.000%	3,337,918.16						3,337,918.16	3,337,918.16	-	-
Total /Cash & Investments					27,516,348.24	22,949,874.78	1,241,000.00	500,000.00	(57,363.13)	23,633,511.65	26,971,429.81	28,257,348.24	42,610.25	-



City of Lomita Investment Portfolio Report March 31, 2023

Previous Balance	\$ 4,351,887.75
Deposits	1,411,063.54
Disbursements	(2,405,382.66)
Adjustments	7,548.16
Current Balance	<u>3,365,116.79</u>

GENERAL LEDGER CASH BALANCES		
General Fund - City Operations		
General Fund - City Operations including LAIF and Investments	100	7,248,364.47
Sub Total - General Fund - City Operations including LAIF and Investments		7,248,364.47
Special Revenue Funds		
OPEB Trust Fund - Retiree Health Care	201	251,296.06
Pension Stabilization Fund	202	1,319,077.98
Economic Development	203	746,506.98
General Plan Update	204	200,000.00
Gas Tax Fund - Street Maintenance	205	1,063,696.45
Measure R Local Fund - Street Projects	207	622,683.07
Measure R Highway Fund - Street Projects	208	(106,536.84)
Measure M Fund - Street Projects	209	658,786.58
Economic Stabilization	210	500,000.00
Measure W Fund - Safe Clean Water Program	211	217,769.61
American Rescue Plan	212	3,400,324.00
CDBG Fund - Housing Programs	215	(884.26)
Lomita Housing Authority - Housing Programs	217	-
Proposition A Fund - Transportation Projects	220	466,119.29
Proposition C Fund - Transportation Projects	225	2,286,989.62
Transportation Development Act Article 3- Transportation Projects	230	(13,537.51)
Air Quality Fund - Air Quality Projects	235	60,110.36
Landscape Maintenance Fund - Landscape Maintenance District	245	7,533.28
Park Facilities Fee Fund - Quimby Funds	250	453,893.07
Park Athletic Fund - Park Athlete Programs	255	96,670.41
Park Grant Fund - Park Improvement Programs	257	(0.06)
Lomita Manor Fund - Federal Housing Program	260	197,505.04
CA Law Enf. Equip. Program (CLEEP) Fund - Public Safety Equip.	276	6,221.38
Sub Total - Special Revenue Funds		12,434,224.51
Capital Improvement Funds		
Capital Improvement Fund - Capital Improvement Projects	310	184,572.79
Street Improvement Fund - Street Improvement Projects	311	1,234,895.01
Facilities Improvement Fund - Facilities Improvement Projects	312	317,744.23
Stephenson Center Fund - Facilities Improvement Projects	313	85,744.47
Sub Total - Capital Improvement Funds		1,822,956.50



City of Lomita Investment Portfolio Report March 31, 2023

Previous Balance	\$ 4,351,887.75
Deposits	1,411,063.54
Disbursements	(2,405,382.66)
Adjustments	7,548.16
Current Balance	<u>3,365,116.79</u>

Proprietary Funds		
Water Operations Fund - Water Operations	510	3,817,570.60
Water Capital Fund - Water Capital Projects	520	429,570.94
Rate Stabilization - Cypress Reservoir Bond	530	125,000.00
Internal Service Fund - Equipment Replacement	610	1,185,275.47
PK Equipment Replacement Fund	611	674,291.71
Sewer Replacement Fund	612	500,000.00
Sub Total - Proprietary Funds		6,731,708.72
Trust and Agency Funds		
Museum Foundation Fund - Railroad Museum Programs	720	20,503.79
Tom Rico Memorial Fund - Park Program Scholarships	730	(409.75)
Sub Total - Trust & Agency Funds		20,094.04
Total		28,257,348.24
Pooled Cash	999	(24,892,231.45)
Grand Total		3,365,116.79



CITY OF LOMITA CITY COUNCIL REPORT

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

FROM: Ryan Smoot, City Manager

THROUGH: Brianna Rindge, Community & Economic Development Director

MEETING DATE: May 16, 2023

SUBJECT: Second Reading and Adoption of Ordinance No. 851 Approving a Zone Text Amendment Updating Regulations Regarding the Keeping to Hen Chickens and Finding the Action Exempt from the California Environmental Quality Act

RECOMMENDATION

Adopt ordinance.

BACKGROUND

On May 2, 2023, the City Council introduced on first reading an ordinance amending Lomita Municipal Code Title XI (Planning and Zoning), Chapter 1 (Zoning), Article 30 (Residential Zones) to update regulations regarding the keeping of hen chickens within the A-1 (Agriculture, Noncommercial) and R-1 (Single-Family Residential) Zones and finding the action exempt from the California Environmental Quality Act. This included an amendment to permit coops up to 5' within any property line, as opposed to 15'. This agenda item is to approve the second reading and adoption of the ordinance with the amendment.

OPTIONS

1. Approve the attached ordinance.
2. Do not approve the ordinance.
3. Provide staff with further direction.

ATTACHMENTS

1. Ordinance No. 851

Reviewed by:

Gary Sugano

Gary Y. Sugano
Assistant City Manager

Approved by:

Ryan Smoot

Ryan Smoot
City Manager

Reviewed by:

Brianna Rindge

Brianna Rindge
Community & Economic Development Director

ORDINANCE NO. 851

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, APPROVING ZONING TEXT AMENDMENT 2023-04 AMENDING LOMITA MUNICIPAL CODE TITLE XI (PLANNING AND ZONING), CHAPTER 1 (ZONING), ARTICLE 30 (RESIDENTIAL ZONES) TO UPDATE REGULATIONS REGARDING THE KEEPING OF HEN CHICKENS WITHIN THE A-1 (AGRICULTURE, NONCOMMERCIAL) AND R-1 (SINGLE-FAMILY RESIDENTIAL) ZONES AND FINDING THE ACTION TO BE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

Section 1. Recitals

- A. Chapter 1 of Title XI of the Lomita Municipal Code establishes allowable uses, definitions, and development standards of properties within all zoning districts in the city.
- B. The proposed zoning text amendment 2023-04 is an update to the Lomita Municipal Code to allow for the keeping of a limited number of hen chickens consistently in both zoning districts allowing for single-family residential, while protecting the public interest.
- C. On April 10, 2023, the Planning Commission held a duly noticed public hearing on Zone Text Amendment No. 2023-01 (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 requested Zoning Text Amendment.
- D. On May 16, 2023, the City Council considered Zoning Text Amendment No. 2023-03 to amend Lomita's Municipal Code Title XI ("Planning and Zoning") Chapter 1 (Zoning), Article 68 (Special Development Standards), Section 11-1.68.06 (Outdoor Dining) to update outdoor dining regulations, and held a duly noticed public hearing and accepted testimony in regard to the same.

Section 2. General Plan

This Ordinance's amendments to Title XI of the Lomita Municipal Code are consistent with, and in furtherance of, the City's adopted General Plan as they effectuate the following Policies of the General Plan:

- A. Land Use Policy 1 which provides that the City will promote the use of buffers and other development standards between more intensive land uses to protect established residential neighborhoods from noise, light and glare, and other adverse impacts typically associated with non-residential development;

B. Land Use Policy 10 which provides that the City will promote the improvement of aesthetic and visual qualities of the community by implementing development standards for private improvements;

C. Land Use Policy 12 which provides that the City will periodically update the zoning ordinance critical to the Land Use Element's implementation;

D. Land Use Policy 13 which provides that the City will work to manage growth and development in the city consistent with historic development trends in the city;

E. Noise Policy 3 which provides that the City will adhere to regulations concerning noise control and mitigation of outdoor noise in residential developments;

F. Noise Policy 6 which provides that the City will seek to reduce unnecessary noise near noise sensitive areas;

G. Noise Policy 7 which provides that the City will continue to monitor noise throughout Lomita and enforce the standards and regulations of the City's Noise Control Ordinance;

H. Noise Policy 8 which provides that the City will continue to review its policies and regulations regarding noise control and abatement;

I. Housing Element Policy 2.2 which provides that the City will support periodic review and modifications to City ordinances intended to address a variety of housing types;

J. Housing Element Policy 4.1 which provides that the City will continue to promote equitable and fair housing opportunities for all persons.

Section 3. Environmental Review

The Recitals above are true and correct and are hereby adopted as findings as if fully set forth herein.

The City Council finds that adoption of this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Section 15301 (Existing Facilities) because the actions identified in the ordinance are limited to allowing by right certain backyard chickens in a residential zone. The program would result in a negligible expansion of residential uses. Alternatively, the adoption of this ordinance is exempt from CEQA because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. (State CEQA Guidelines, § 15061(b)(3).)

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 of the following amendments to the Lomita Municipal Code:

A. The definition for “farm pet” provided in Article 15 (“Definitions”) of Title XI of the Lomita Municipal Code is hereby amended to read as follows:

“*Farm pet* shall mean hen chickens, donkeys, ducks, geese, goats, horses, mules, sheep, turkeys and such other similar animals which in the opinion of the Lomita Planning Commission are neither more obnoxious nor detrimental to the public welfare than the animals enumerated above.”

B. Section 11-1.30.01 (“Uses”) of Article 30 (“Residential Zones”) of Chapter 1 (“Zoning”) of Title XI of the Lomita Municipal Code is hereby amended to insert regulations for a new use as follows:

Use	Zone			Supplemental Requirements
	A-1	R-1	RVD	
Hens (female chickens)	P	P		Section 11-1.30.08

C. Section 11-1.30.08 (“Pets—Household and farm”) of Article 30 (“Residential Zones”) of Chapter 1 (“Zoning”) of Title XI of the Lomita Municipal Code is hereby amended in its entirety to read as follows:

“Sec. 11-1.30.08. Pets—Household and farm.

(A) Household pets are permitted in all residential zones provided that the number does not exceed three (3) dogs or cats over the age of six (6) months.

(B) Roosters (male chickens) are not permitted on any residential property.

(C) Hens (female chickens) are permitted within the A-1 and R-1 Zones subject to the following:

(1) A maximum of five (5) hens plus offspring under three (3) months of age may be permitted on one lot.

(2) Any hen shall be provided with proper shelter and protection from the weather at all times, subject to the following requirements:

(a) The coop shall be structurally sound and shall be maintained in good repair and maintained in a sanitary condition, to protect the

animals from injury or illness, to contain the animals, and to restrict the entrance of other animals.

(b) The coop shall be constructed of material easily cleaned and shall be kept in a sanitary condition. The structure shall be properly ventilated to prevent drafts and to remove odors. Heating and cooling shall be provided as required, according to the physical need of the animals, with sufficient light to allow observation of animals and sanitation.

(c) The coop floor area shall include a minimum of ten (10) square feet per hen over three (3) months of age and a maximum of one-hundred (100) square feet in total.

(d) The coop shall only be located within the rear yard.

(e) The coop shall be located at least five (5) feet from any property line.

(f) The coop shall be located at least five (5) feet from any residential building used for the habitation of human beings.

(g) The coop shall be located at least thirty-five (35) feet from any public street curb.

(h) The coop shall be located at least fifty (50) feet from any lot located within a commercial zone or a lot containing a hospital or a school.

(i) The coop shall be no taller than eight (8) feet from ground level.

(D) All other farm pets are permitted in the A-1 Zone subject to the following:

(1) A minimum lot size of nine thousand five hundred (9,500) square feet.

(2) Each horse, mule, or donkey shall have a minimum enclosed area of five hundred (500) square feet for the first such animal and three hundred (300) square feet for each additional animal.

(3) Farm pets shall be kept a minimum distance of fifty (50) feet from any lot located within a commercial zone or a lot containing a hospital or a school.

(4) A maximum of three (3) horses, mules, donkeys, or any combination thereof may be permitted on one lot.

(5) The total number of farm pets shall not exceed twelve (12) on one lot."

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 16th day of May 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. 7k**

FROM: Ryan Smoot, City Manager

THROUGH: Brianna Rindge, Community & Economic Development Director

MEETING DATE: May 16, 2023

SUBJECT: Second Reading and Adoption of Ordinance No. 852 Approving a Zone Text Amendment Regulating Planned Residential Developments and Finding the Action Exempt from the California Environmental Quality Act

RECOMMENDATION

Adopt ordinance.

BACKGROUND

On May 2, 2023, the City Council introduced on first reading an ordinance amending Lomita Municipal Code Title XI (Planning and Zoning), Chapter 2 (Division of Land), Article 4 (Design), Section 11-2.171 (Lot Design), and Chapter 1 (Zoning), Article 15 (Definitions), to specify regulations in compatibility with previously adopted Ordinance No. 839 regulating planned residential developments and finding the action exempt from the California Environmental Quality Act. This agenda item is to approve the second reading and adoption of the ordinance.

OPTIONS

1. Approve the attached ordinance.
2. Do not approve the ordinance.
3. Provide staff with further direction.

ATTACHMENTS

1. Ordinance No. 852

Reviewed by:

Gary Sugano

Gary Y. Sugano
Assistant City Manager

Approved by:

Ryan Smoot

Ryan Smoot
City Manager

Reviewed by:

Brianna Rindge

Brianna Rindge
Community & Economic Development Director

ORDINANCE NO. 852

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, APPROVING ZONING TEXT AMENDMENT 2023-05 AMENDING LOMITA MUNICIPAL CODE TITLE XI (PLANNING AND ZONING), CHAPTER 2 (DIVISION OF LAND), ARTICLE 4 (DESIGN), SECTION 11-2.171 (LOT DESIGN), AND CHAPTER 1 (ZONING), ARTICLE 15 (DEFINITIONS), TO SPECIFY REGULATIONS IN COMPATIBILITY WITH ADOPTED ORDINANCE NO. 839 REGULATING PLANNED RESIDENTIAL DEVELOPMENTS AND FINDING THE ACTION TO BE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

Section 1. Recitals

- A. Chapter 1 of Title XI of Lomita Municipal Code establishes allowable uses, definitions, and development standards of properties within all zoning districts in the city.
- B. Chapter 2 of Title XI of the Lomita Municipal Code establishes lot design standards, definitions, and procedures related to the division of land for properties within all zoning districts in the city.
- C. On September 6, 2022, Lomita City Council adopted Ordinance No. 839 amending Lomita Municipal Code Chapter 1 of Title XI (Planning and Zoning) to allow for planned residential developments and multiple single-family dwellings.
- D. The City desires to amend Chapter 2 of Title XI for consistency with adopted Ordinance No. 839 regulating planned residential developments.
- E. On April 10, 2023, the Planning Commission held a duly noticed public hearing on Zone Text Amendment No. 2023-05 (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 requested Zoning Text Amendment.
- F. On May 16, 2023, the City Council considered Zoning Text Amendment No. 2023-05 to amend Lomita Municipal Code Title XI (Planning And Zoning), Chapter 2 (Division of Land), Article 4 (Design), Section 11-2.171 (Lot Design), and Chapter 1 (Zoning), Article 15 (Definitions), to specify regulations in compatibility with adopted ordinance no. 839 regulating planned residential developments, and held a duly noticed public hearing and accepted testimony in regard to the same.

Section 2. General Plan

This Ordinance's amendments to Title XI of the Lomita Municipal Code are consistent with, and in furtherance of, the City's adopted General Plan as they effectuate the following Policies of the General Plan:

- A. Land Use Policy 13 which provides that the City will work to manage growth and development in the city consistent with historic development trends in the City;
- B. Housing Element Policy 2.2 which provides that the City will support periodic review and modifications to City ordinances intended to address a variety of housing types;
- C. Housing Element Policy 4.1 which provides that the City will continue to promote equitable and fair housing opportunities for all persons; and
- D. Housing Element Program 29 which provides that the City amend the Municipal Code to streamline, update, and simplify regulations.

Section 3. Environmental Review

The Recitals above are true and correct and are hereby adopted as findings as if fully set forth herein.

The City Council finds that adoption of this Ordinance is not subject to CEQA pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly. Alternatively, the adoption of this Ordinance is exempt from CEQA because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. (State CEQA Guidelines, § 15061(b)(3).)

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 of the following amendments to the Lomita Municipal Code:

- A. The definition for “yard, front” provided in Article 15 (“Definitions”) of Title XI of the Lomita Municipal Code is hereby amended to read as follows:

“Yard, front shall mean a landscaped yard extending across the full front width of the lot or parcel of land. The depth of a required front yard shall be a specified horizontal distance between the front lot line and a line parallel thereto on the lot or parcel of land.”

- B. Section 11-1.30.02 (“Development standards”) of Article 30 (“Residential Zones”) of Chapter 1 (“Zoning”) of Title XI of the Lomita Municipal Code is hereby amended to: insert regulations for a new development standard; amend language for minimum lot width; and amend Note (2); as follows:

Development Standard	Zone			PRD
	A-1 (8)	R-1 (8)	RVD (Residential Variable Density)	PRD (Planned Residential Development) (7)(10)
Minimum lot width (8)	50'	50'	50'	Varies
Minimum lot frontage	50' (2)	50' (2)	50' (2)	Varies
Notes:				
(2)	Fifty (50) feet of frontage must be on a dedicated public street. A lot fronting a turnaround portion of a cul-de-sac may be forty (40) feet wide. Modification subject to development standards and requirements applicable to Section 11-1.30.15 for urban lot split, Section 11-1.30.16 for two-unit residential development, and Section 11-1.30.17 for planned residential development.			

C. Subsection (a) of Section 11-2.171 ("Lot design") of Article 4 ("Design") of Chapter 2 ("Division of Land") of Title XI of the Lomita Municipal Code is hereby amended in its entirety to read as follows:

"(a) Each lot in a division of land shall have an area, lot width, and street frontage of not less than the required standard for the zone within which the lot is located, unless approved as a planned residential development under Section 11-1.30.17 of this Title. Strips of land intended for use as vehicular access shall not be included in calculating average width or required area. The required area and the required width shall be the same as those terms are defined in the zoning ordinance. Where said zoning ordinance does not establish a required area or width in a particular zone, the required area shall be five thousand (5,000) square feet. The required lot width for all lots shall be not less than fifty (50) feet along the entire length of the lot, including a minimum of fifty (50) feet of frontage on a fully dedicated street unless approved as a planned residential development under Section 11-1.30.17 of this Title. A lot fronting on the turnaround portion of a cul-de-sac street may have a minimum frontage of forty (40) feet. A variance from these requirements may be applied for pursuant to Article 70 of the Lomita Municipal Code, "Zoning Ordinance Administration."

D. Subsection (E) of Section 11-1.30.17 ("Planned residential development") of Article 30 ("Residential Zones") of Chapter 1 ("Zoning") of Title XI of the Lomita Municipal Code is hereby amended in its entirety to read as follows:

"(E) *Special development standards.*

(1) The lot area approved by the director of community development shall be deemed the minimum area or required area per dwelling unit established by the planned residential development.

(2) The lot width approved by the director of community development shall be deemed the minimum lot width per dwelling unit established by the planned residential development.

(3) The street frontage approved by the director of community development shall be deemed the minimum street frontage per dwelling unit established by the planned residential development.”

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 16th day of May 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. 71**

FROM: Ryan Smoot, City Manager

THROUGH: Brianna Rindge, Community & Economic Development Director

MEETING DATE: May 16, 2023

SUBJECT: Second Reading and Adoption of Ordinance No. 853 Approving a Zone Text Amendment Updating Outdoor Dining Regulations and Finding the Action Exempt from the California Environmental Quality Act

RECOMMENDATION

Adopt ordinance.

BACKGROUND

On May 2, 2023, the City Council introduced on first reading an ordinance amending Lomita Municipal Code Title XI (Planning and Zoning), Chapter 1 (Zoning), Article 68 (Special Development Standards), Section 11-1.68.06 (Outdoor Dining) to update outdoor dining regulations and finding the action exempt from the California Environmental Quality Act. This agenda item is to approve the second reading and adoption of the ordinance.

OPTIONS

1. Approve the attached ordinance.
2. Do not approve the ordinance.
3. Provide staff with further direction.

ATTACHMENTS

1. Ordinance No. 853
2. New outdoor dining regulations handout

Reviewed by:

Gary Sugano

Gary Y. Sugano
Assistant City Manager

Approved by:

Ryan Smoot

Ryan Smoot
City Manager

Reviewed by:

Brianna Rindge

Brianna Rindge
Community & Economic Development Director

ORDINANCE NO. 853

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, APPROVING ZONING TEXT AMENDMENT 2023-03 AMENDING LOMITA MUNICIPAL CODE TITLE XI (PLANNING AND ZONING), CHAPTER 1 (ZONING), ARTICLE 68 (SPECIAL DEVELOPMENT STANDARDS), SECTION 11-1.68.06 (OUTDOOR DINING) TO UPDATE OUTDOOR DINING REGULATIONS AND FINDING THE ACTION TO BE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

Section 1. Recitals

- A. Chapter 1 of the Lomita Municipal Code establishes allowable uses, definitions, and development standards of properties within all zoning districts in the City.
- B. The proposed zoning text amendment 2023-03 is an update to Section 11-1.68.06 of the Lomita Municipal Code, the City's outdoor dining regulations. The intent of this amendment is to increase restaurants' ability to provide outdoor dining and seating areas while maintaining an attractive design and protecting the public interest.
- C. The code amendments are reasonable and serve the purpose of responding to changes in customer and business owner preferences related to outdoor dining in light of the global COVID-19 pandemic.
- D. On April 10, 2023, the Planning Commission held a duly noticed public hearing on Zone Text Amendment No. 2023-01 (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 requested Zoning Text Amendment.
- E. On May 16, 2023, the City Council considered Zoning Text Amendment No. 2023-03 to amend Lomita's Municipal Code Title XI ("Planning and Zoning") Chapter 1 (Zoning), Article 68 (Special Development Standards), Section 11-1.68.06 (Outdoor Dining) to update outdoor dining regulations, and held a duly noticed public hearing and accepted testimony in regard to the same.

Section 2. General Plan

This Ordinance's amendments to Title XI of the Lomita Municipal Code are consistent with, and in furtherance of, the City's adopted General Plan as they effectuate the following Policies of the General Plan:

- A. Economic Development Policy 1 which provides that the City will promote and support revitalization within the City's commercial districts;

B. Economic Development Policy 2 which provides that the City will continue to encourage the development of prosperous tourist, commercial, and entertainment uses along Pacific Coast Highway;

C. Economic Development Policy 3 which provides that the City will promote the improvement and revitalization of existing commercial areas and neighborhood shopping centers;

D. Economic Development Policy 5 which provides that the City will encourage a diversity of land uses and businesses within the City's commercial districts;

E. Economic Development policy 8 which provides that the City will strive to attract destination-oriented businesses that will stimulate commercial activity and investments in the community;

F. Land Use Policy 10 which provides that the City will promote the improvement of aesthetic and visual qualities of the community by implementing development standards for private improvements;

G. Land Use Policy 12 which provides that the City will periodically update the zoning ordinance critical to the Land Use Element's implementation;

H. Land Use Policy 14 which provides that the City will promote a healthy and congenial environment for business, where properly zoned;

I. Land Use Policy 17 which provides that the City will promote the maintenance and preservation of activities that contribute to the City's economic and employment base; and

J. Land Use Policy 19 which provides that the City will strive to develop a pedestrian downtown that is economically viable and promotes a wide range of activities.

Section 3. Environmental Review

The Recitals above are true and correct and are hereby adopted as findings as if fully set forth herein.

The City Council finds that adoption of this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Section 15301 (Existing Facilities) because the actions identified in the ordinance are limited to the permitting and minor alteration of existing public facilities, including existing sidewalks. The ordinance would result in a negligible expansion of existing commercial uses and a negligible expansion of the public's use of City right-of-way, as the uses included in the ordinance would not vary from the current uses of commercial businesses or public access within the City's right-of-way. Alternatively, the adoption of this ordinance is exempt from CEQA because

it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. (State CEQA Guidelines, § 15061(b)(3).)

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 of the following amendments to the Lomita Municipal Code:

A. Section 11-1.68.06 (“Outdoor Dining”) of Article 68 (“Special Development Standards”) of Chapter 1 (“Zoning”) of Title XI of the Lomita Municipal Code is hereby amended in its entirety to read as follows:

“Sec. 11-1.68.06. Outdoor dining.

- (1) *Purpose.* The purpose of this section is to permit and encourage outdoor dining that is compatible with other uses of the public sidewalk and surrounding land uses. Outdoor dining encourages a pedestrian-oriented environment and helps to create a visually attractive atmosphere and streetscape.
- (2) *Permit required.*
 - (a) A permit shall be required for outdoor dining on public property.
 - (b) A Conditional Use Permit amendment may be required, within the community development director’s discretion, for a business to expand operations beyond that specified by the existing, valid Conditional Use Permit.
- (3) *Location.*
 - (a) Outdoor dining may be considered for a business located within any commercial zone on adjacent private or public property. .
 - (b) Outdoor dining within the public right-of-way shall not be permitted along state highways (Pacific Coast Highway—SR 1 and Western Avenue—SR 213) unless approval is granted by Caltrans.
 - (c) Outdoor dining is only permitted at businesses with a full kitchen.
- (4) *Procedure/review.* The community development director shall consider all applications for outdoor dining. Applications for outdoor dining within the public-right-of-way shall also be reviewed by the public works director.
- (5) *Application submittal requirements.*
 - (a) Completion of a general planning application form requesting outdoor dining.
 - (b) For outdoor dining in the public right-of-way, a revocable license agreement shall be signed by the property and/or business owners.

- (c) A dimensioned site plan indicating location of tables, chairs, etc. and size in square feet of the outdoor dining area.
 - (d) A photo(s)/elevation of proposed tables, chairs, temporary walls, planters, etc. shall be submitted with the application for city review.
 - (f) The business and property owner shall acknowledge the City's right to enter the encroachment area to inspect, replace, repair, or maintain public facilities above, on, or under the right-of-way and the business and property owner expressly waives any and all claims for damages to its encroachment resulting from such actions.
 - (e) Other information as required by the Community Development Director.
 - (f) Should a permit for outdoor dining be approved, a final inspection shall be made by the city's code enforcement officer to verify compliance with the approved plans.
 - (g) An administrative application fee set by resolution of the City Council for an outdoor dining encroachment permit shall be paid to the City.
- (6) *Development standards.*
- (a) The outdoor dining area shall be located in a manner which will not interfere with visibility, vehicular or pedestrian mobility, or access to city or public utility facilities. The determination of whether an outdoor dining area or any part thereof interferes shall be made by the public works director at the time of application review based on the characteristics of each proposed site.
 - (b) The outdoor dining area and its ingress and egress shall be designed in compliance with applicable law, including but not limited to, the Americans with Disabilities Act.
 - (c) The outdoor dining area shall be located adjacent to the business. A business may only use a portion of an adjacent business' frontage to expand its outdoor dining area if it submits a letter signed by the current property owner agreeing to the use of the frontage.
 - (d) A minimum sidewalk width of six (6) feet shall be maintained for pedestrians.
 - (e) Off-street parking shall be provided at one (1) parking space for each one hundred fifty (150) square feet of outdoor dining area.
 - (f) Any parking space located within three (3) feet of the outdoor dining area shall include a wheel stop.
 - (g) For outdoor dining within the public right-of-way, the dining infrastructure shall be temporary, such that all tables and chairs may be removed daily. Planters, fencing, and other lines of demarcation between the outdoor dining area and pedestrian path of travel are allowed only if the materials can easily be removed at the request of the City for special events or required maintenance. The height of these installations shall not exceed

three (3) feet from the pedestrian surface to the top of the planter or other physical barrier.

- (h) The design, quality, materials, and colors used for chairs, tables, lighting and other similar items shall complement the architectural style and colors used on the adjacent building.
 - (i) Canopies attached to the building or the ground are only permitted over private property, may extend no further than the outer limits of the approved outdoor dining area, and must be approved only by the Planning Commission through Site Plan Review pursuant to Title XI, Chapter 1, Article 70 of this Code.
 - (j) Umbrellas are permitted only if they do not obstruct the public right-of-way or walkway and do not contain advertising. Umbrella material shall be fire-retardant or fire-resistant material. A tent or other temporary shelter is not permitted.
 - (k) Portable heaters are permitted if outdoor-approved, located in accordance with the manufacturer's recommendations, and located at least two (2) feet from the edge of any umbrella canvas, tree foliage, or any other flammable object or material. Heaters are not operated under umbrellas.
 - (l) Lighting is required for an outdoor dining area in operation after sunset. Any lighting fixtures must be decorative and complement the architectural character of the building and area. Lights mounted on the building shall not cause direct glare or other visual obstruction to pedestrians or vehicle drivers along the street and public walkway, and must illuminate only the outdoor dining area and sidewalk area.
 - (m) Trash facilities and any utility infrastructure shall be screened from public view.
 - (n) The outdoor dining hours of operation shall not extend beyond the hours of operation of the associated restaurant.
 - (o) The outdoor dining area must comply with the noise limits provided in Section 4-4.04 of this Code.
 - (p) Outdoor cooking, live music, and other uses beyond customer dining are not permitted without prior City approval of a Special Event Permit regardless of the number of expected attendees.
 - (q) Smoking is prohibited in all outdoor dining areas. Violators may be subject to a fine.
 - (r) The sidewalk and all items associated with the outdoor dining permit shall be maintained in a clean and orderly condition, free of litter, debris, and graffiti. Any graffiti shall be removed within 48 hours.
- (7) *Denial, revocation, or appeal of permit.*

- (a) The decision of the Community Development Director may be appealed to the Planning Commission within fifteen (15) days of the date of the decision.
- (b) Violations of the standards within this section shall be cause for the City to revoke the outdoor dining permit. The Community Development Director shall provide notice to an affected business owner for all revocations with reasons for the revocation stated therein. The business owner may make a written request to the community development director for reconsideration of the outdoor dining permit and the actions proposed to correct any violations. The Community Development Director may consider the request or defer action to the Planning Commission.”

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 16th day of May 2023.

Barry Waite, Mayor

ATTEST:

Kathleen Horn Gregory, MMC, City Clerk

APPROVED AS TO FORM:

Trevor Rusin, City Attorney



Updated Outdoor Dining Standards



Purpose

To encourage outdoor dining that is safe and compatible with surrounding land uses in a post-pandemic Lomita.

Permits

- Encroachment Permit required for outdoor dining on public property
- Site Plan Review and/or Conditional Use Permit amendment may be required to expand operations on private property

SCAN TO APPLY



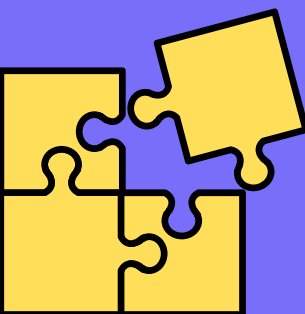
Standards



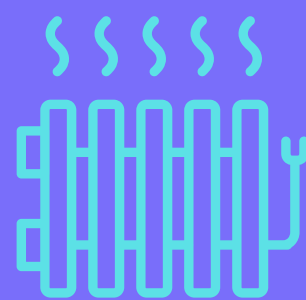
- Outdoor dining area should not interfere with visibility, vehicular or pedestrian mobility, or access to public facilities
- Dining area should be located adjacent to business and there should still be a minimum cleared sidewalk width of 6'



- 1 space of off-street parking required per 150 sq. ft. of outdoor dining area



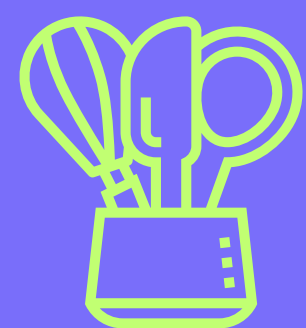
- For dining in the public right-of-way, dining infrastructure should be temporary, such that tables and chairs can be moved daily
- Design, quality, colors, & materials for outdoor space should match the connected building



- Umbrellas permitted as long as they do not contain advertising
- Outdoor heaters permitted with standards
- Outdoor cooking & live music requires a Special Event Permit
- Must comply with City's noise limits



- Temporary tents are no longer permitted
- Permitted at businesses with a full kitchen



**For more details, please see
Lomita Municipal Code Sec. 11-1.68.06**

**Further questions?
dutyplanner@lomitacity.com**



CITY OF LOMITA CITY COUNCIL REPORT

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

FROM: Ryan Smoot, City Manager

PREPARED BY: Susan Kamada, Administrative Services Director

MEETING DATE: May 16, 2023

SUBJECT: Fiscal Year (FY) 2022/23 Quarterly Financial Report Third Quarter
Ending March 31, 2023

RECOMMENDATION

Receive and file the report.

BACKGROUND

This financial report summarizes the city's financial position for the quarter ending March 31, 2023, for the General Fund, Water Funds, and Special Revenue Funds. The purpose of this report is to provide City Council, City management, and the Lomita community an update on the city's fiscal status based on the most recent financial information available.

The city operates on a biennial budget cycle. Through the budget, the City Council approves revenue estimates and authorizes city staff to expend the city's limited financial resources. As one of the many activities that the city undertakes to help ensure its financial soundness, staff provides quarterly financial reports on the city's budget condition.

The Third Quarter Financial Report covers financial activity through the second quarter of FY 2022/23, ending March 31, 2023.

OPTIONS:

None. Information only. Receive and file.

FISCAL IMPACT

None. Information only. Receive and file.

ATTACHMENT

1. FY 2022/23 Quarterly Financial Report Third Quarter Ending March 31, 2023.

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 Quarterly Financial Report

3rd Quarter Ending March 31, 2023

OVERVIEW

This financial report summarizes the city's financial position for the quarter ending March 31, 2023, for the General Fund, Water Funds, and Special Revenue Funds. The purpose of this report is to provide City Council, City management, and the Lomita community an update on the city's fiscal status based on the most recent financial information available.

General Fund Summary

Through the third quarter, the General Fund is tracking as expected. The table presented in this report include budget-to-actual comparisons between the current fiscal year and the previous fiscal year to show results of the third quarter of each year compared to the adjusted budget as it stood on March 31st of each year. A year-over-year comparison is also presented to show results of the first three months of the current fiscal year as compared to the previous year. Major difference in budget-to-actual and year-over-year comparisons are explained in this report.

The city's General Fund for the first three quarters of Fiscal Year 2022-2023, which ended March 31, 2023, are tracking as expected. General Fund revenues are up \$1.4 million compared to the same period last year; this increase is due mainly to sales and use tax, interest, and Prop A Exchange. Fiscal year to date expenditures, excluding transfers to other funds, are at \$7.8 million, compared to \$6.8 million last year. Details of revenue and expenditure changes from the prior year are explained later in this report.

Budgeted Fund Balance Summary

The following table details the General Fund's budgeted Fiscal Year 2022-2023 Fund Balance computation:

General Fund Budgeted Fund Balance	Original Budget	Amended Budget
Fund Balance, 07/1/2022 (audited)	\$ 6,074,923	\$ 6,074,923
Budgeted Revenues	13,449,103	13,449,103
Budgeted Expenditures	(12,351,602)	(12,368,862)
Budgeted Operating, Transfers In	402,500	402,500
Budgeted Operating, Transfers Out	(1,500,000)	(1,500,000)
Budgeted Fund Balance, 06/30/2023	\$ 6,074,924	\$ 6,057,664

Revenues

The table below shows third quarter budget-to-actual revenues for Fiscal Years 2021-2022 and 2022-2023. The Fiscal Year 2022-2023 General Fund revenue budget is \$13,851,603. Through the end of the third quarter (Q3) of Fiscal Year 2022-2023, total General Fund Revenues were



Fiscal Year 2022-2023 Quarterly Financial Report

3rd Quarter Ending March 31, 2023

\$9 million which is approximately \$1.4 million, or 19% more than the same period last fiscal year. Overall, total revenues are at 36% of budget through the third quarter of the current fiscal year, which is on par with the same period last fiscal year, 65% of budget. Typically, revenues for the city come in in the second half of the fiscal year (January through June).

	2021-2022 Budget		03/31/2022 Actuals		% of Budget Received	2022-2023 Budget		03/31/2023 Actuals		% of Budget Received
Revenues										
Sales Tax	\$	3,851,223	\$	2,733,675	71.0%	\$	4,756,791	\$	2,821,560	59.3%
Vehicle License Fee		2,500,000		1,328,497	53.1%		2,650,000		1,405,524	53.0%
Property Tax		1,864,971		1,130,378	60.6%		1,920,670		1,182,392	61.6%
Other Taxes		1,505,000		977,977	65.0%		1,636,750		997,235	60.9%
Licenses and Permits		878,500		567,837	64.6%		1,001,000		598,708	59.8%
Fines and Forfeitures		433,000		356,041	82.2%		490,892		505,526	103.0%
Intergovernmental		569,000		283,052	49.7%		420,500		957,253	227.6%
Use of Money & Property		320,000		137,413	42.9%		350,000		441,551	126.2%
Recreation Services		95,000		44,248	46.6%		150,000		92,935	62.0%
Other Revenues		134,873		41,139	0.0%		72,500		35,483	0.0%
Transfers In		191,140		-	0.0%		402,500		-	0.0%
Total Revenues	\$	12,342,707	\$	7,600,256	61.6%	\$	13,851,603	\$	9,038,166	65.2%

Six revenue sources account for over 86% of the General Fund revenue budget. Those accounts, in order of greatest to smallest, are Sales and Use Tax, Vehicle License Fee, Property Taxes, Business License Taxes, Franchise Taxes, and Building and Safety Fee. As of the end of the third quarter, these revenues are tracking closely to last fiscal year's percentages. Below is a comparison of prior and current fiscal year through the end of the third quarter.

	2021-2022 Budget		03/31/2022 Actuals		% of Budget Received	2022-2023 Budget		03/31/2023 Actuals		% of Budget Received
4210 - Sales and Use Tax	\$	3,851,223	\$	2,733,675	71.0%	\$	4,756,791	\$	2,821,560	59.3%
4629 - Vehicle License Fee		2,500,000		1,328,497	53.1%		2,650,000		1,405,524	53.0%
4125 - Property Tax		1,864,971		1,130,378	60.6%		1,920,670		1,182,392	61.6%
4414 - Business License Tax		650,000		522,616	80.4%		659,750		493,180	74.8%
4270 - Franchise Tax		700,000		372,128	53.2%		720,000		387,666	53.8%
4470 - Building and Safety Fee		600,000		337,593	56.3%		650,000		294,387	45.3%



Fiscal Year 2022-2023 Quarterly Financial Report

3rd Quarter Ending March 31, 2023

Expenditures

The table below shows the budget-to-actual expenditures through March 31st for Fiscal Years 2021-2022 and 2022-2023 by department. General Fund expenditures appear to be tracking higher than the prior fiscal year at 63% of the budget through the end of the third quarter of the current fiscal year (75%). Overall, most departments are tracking as expected, apart from Human Resources.

For Human Resources, the expenditures are tracking slightly higher due to several factors such as increases in the workers' compensation/liability premiums, and PERS Unfunded Liability (Tiers 1-3) being paid in a lump sum at the beginning of the fiscal year; this prepayment is made every fiscal year and saves the city approximately 4% on the expenditure.

	2021-2022 Budget	03/31/2022 Actuals	% of Budget Received	2022-2023 Budget	03/31/2023 Actuals	% of Budget Expended
Expenditures						
City Attorney	\$ 185,000	\$ 69,329	37.5%	\$ 200,000	\$ 112,552	56.3%
City Clerk	267,444	168,588	63.0%	377,249	239,758	63.6%
City Council	55,732	31,511	56.5%	56,514	37,691	66.7%
City Manager	856,238	600,336	70.1%	878,672	684,948	78.0%
Community Development	971,336	568,151	58.5%	854,251	504,099	59.0%
Administrative Services	573,601	382,731	66.7%	601,628	404,799	67.3%
Human Resources	742,493	662,799	89.3%	869,303	714,068	82.1%
Information Technology	635,005	126,544	19.9%	672,000	378,518	56.3%
Public Safety	4,391,821	2,533,878	57.7%	4,730,921	2,727,754	57.7%
Public Works Administration	1,280,406	710,391	55.5%	1,260,809	824,160	65.4%
Recreation & Facilities Administration	1,692,443	968,535	57.2%	1,850,255	1,198,081	64.8%
Transfers Out	2,431,954	-	0.0%	1,500,000	-	0.0%
Total Expenditures	\$ 11,651,519	\$ 6,822,791	58.6%	\$ 12,351,602	\$ 7,826,428	63.4%



Fiscal Year 2022-2023 Quarterly Financial Report

3rd Quarter Ending March 31, 2023

Proprietary Funds – Water Operations and Water Capital

The Water Funds for the first three quarters of Fiscal Year 2022-2023, which ended March 31, 2023, are tracking as expected. The revenues of the Water Funds are comparable to the same period last year. Fiscal year to date expenditures, excluding transfers to other funds, are at \$4.7 million, compared to \$5.2 million last year. Details of revenue and expenditure changes from the prior year are explained later in this report.

Revenues

The Fiscal Year 2022-2023 revenue budget for the Water Funds are \$9,967,428. Through the end of the third quarter (Q3) of Fiscal Year 2022-2023, total revenues for the Water Funds were \$4.2 million which is comparable to the same period last fiscal year. Overall, total revenues are at 36% of budget through the third quarter of the current fiscal year, which is comparable to the same period last fiscal year, 44% of budget. Typically, revenues for the city come in in the second half of the fiscal year (January through June).

Water Funds revenues appear to be tracking lower than expectations at 36% of the budget through the end of the third quarter of the current fiscal year (50%). Some revenues sources, such as Interest and Grant Revenues, will not be received until later quarters.

	2021-2022 Budget	03/31/2022 Actuals	% of Budget Received	2022-2023 Budget	03/31/2023 Actuals	% of Budget Received
Revenues						
Waterworks #13 Anney	\$ 830,000	\$ 532,235	64.1%	\$ 900,000	\$ 569,462	63.3%
Permits and Fees	90,500	87,958	97.2%	136,000	54,960	40.4%
Use of Money & Property	75,000	-	0.0%	25,000	-	0.0%
Intergovernmental	2,769,428	13,541	0.5%	4,220,404	5,439	0.1%
Water Billing Fees	6,200,000	3,796,378	61.2%	6,386,000	3,566,350	55.8%
Miscellaneous	2,500	7,206	288.3%	2,500	932	37.3%
Total Revenues	\$ 9,967,428	\$ 4,437,318	44.5%	\$ 11,669,904	\$ 4,197,143	36.0%

Expenditures

The table below shows the current budget-to-actual expenditures for Fiscal Years 2022-2023 and 2021-2022 by department. Expenditures in the Water Funds appear to be tracking as expected at 35% of the budget through the end of the third quarter of the current fiscal year (75%). Overall, most departments are tracking as expected or below expectations. Those departments that are tracking above 75% are a result of PERS Unfunded Liability (Tiers 1-3) being paid in a lump sum at the beginning of the fiscal year; these prepayments are made every fiscal year and saves the city 4% on these expenditures.



Fiscal Year 2022-2023 Quarterly Financial Report

3rd Quarter Ending March 31, 2023

	2021-2022 Budget	03/31/2022 Actuals	% of Budget Received	2022-2023 Budget	03/31/2023 Actuals	% of Budget Expended
Expenditures						
City Attorney	\$ 43,000	\$ 8,271	19.2%	\$ 20,000	\$ 10,542	52.7%
City Clerk	56,178	40,393	71.9%	57,287	41,744	72.9%
City Council	2,668	2,003	75.1%	2,990	1,989	66.5%
City Manager	138,098	113,522	82.2%	152,241	118,982	78.2%
Administrative Services	480,700	333,663	69.4%	497,267	367,368	73.9%
Human Resources	192,405	155,852	81.0%	209,158	171,907	82.2%
Information Technology	83,549	55,558	66.5%	83,551	74,660	89.4%
Water Maintenance	4,966,274	2,943,142	59.3%	5,203,319	2,971,929	57.1%
Capital Outlay	6,779,916	1,344,619	19.8%	6,711,016	739,549	11.0%
Debt Service	469,838	224,594	47.8%	470,008	234,502	49.9%
Total Expenditures	\$ 13,212,626	\$ 5,221,615	39.5%	\$ 13,406,837	\$ 4,733,172	35.3%

Special Revenue Funds

The Special Revenue Funds for the first three quarters of Fiscal Year 2022-2023, which ended March 31, 2023, are tracking as expected. The revenues are up \$89,964, slightly higher compared to the same period last year; this increase is due mainly to increases in allocations. Fiscal year to date expenditures, excluding transfers to other funds, are at \$2,011,339, compared to \$1,047,737 last year.

Revenues

The Fiscal Year 2022-2023 revenue budgets for the Special Revenue Funds are \$5,120,179. Through the end of the third quarter (Q3) of Fiscal Year 2022-2023, total revenues were \$2,303,535 which is slightly higher than last fiscal year for the same period. Overall, total revenues are at 45% of budget through the third quarter of the current fiscal year, which is comparable with the same period last fiscal year, 45% of budget. The Special Revenue Funds revenues appear to be tracking lower than expectations at 45% of the budget through the end of the third quarter of the current fiscal year (75%).

Expenditures

The table below shows the current budget-to-actual expenditures for Fiscal Years 2021-2022 and 2022-2023 by fund. Expenditures in the Special Revenue Funds appear to be tracking lower than expectations at 27% of the budget through the end of the third quarter of the current fiscal year (75%). Prop A Local Return expenditures are over budget due to the Prop A Exchange with the City of Commerce. The city sold \$1 million of Prop A Funds in exchange for \$700,000 of General Funds. Overall, all departments are tracking as expected.



Fiscal Year 2022-2023 Quarterly Financial Report

3rd Quarter Ending March 31, 2023

	2021-2022 Budget	03/31/2022 Actuals	% of Budget Received	2022-2023 Budget	03/31/2023 Actuals	% of Budget Expended
Expenditures						
State Gas Tax	\$ 1,680,419	\$ 400,447	23.8%	\$ 1,336,563	\$ 373,005	27.9%
Measure R Local Return	543,018	23,362	4.3%	787,698	76,548	9.7%
Measure M	511,833	12,007	2.3%	1,076,949	75,272	7.0%
Measure W	99,762	206,697	207.2%	273,000	116,017	42.5%
Community Development Block Grant	271,540	20,203	7.4%	142,935	46,008	32.2%
Prop A Local Return	124,137	103,980	83.8%	395,487	1,114,436	281.8%
Prop C Local Return	41,220	8,980	21.8%	100,000	10,560	10.6%
Transportation Development Act	68,661	2,760	4.0%	13,226	7,560	57.2%
South Coast AQMD	43,454	22,959	52.8%	35,000	6,250	17.9%
Landscape Maintenance District #1	17,160	11,001	64.1%	23,000	4,927	21.4%
Park Facilities Fee	-	-	0.0%	-	-	0.0%
Park Athletic	41,236	7,465	18.1%	51,193	25,750	50.3%
Park Grant	120,000	116,126	96.8%	250,000	-	0.0%
Lomita Manor	562,303	-	0.0%	468,542	-	0.0%
Capital Improvement	129,500	89,500	69.1%	75,000	-	0.0%
Street Improvement	625,000	13,395	2.1%	1,438,455	133,370	9.3%
Facility Improvement	-	-	0.0%	9,000	-	0.0%
Equipment Replacement	199,000	-	0.0%	200,000	6,815	3.4%
Park Equipment Replacement	-	-	0.0%	515,000	6,046	1.2%
Sewer Replacement	-	-	0.0%	125,000	-	0.0%
Railroad Museum Foundation	15,000	6,357	42.4%	15,000	6,775	45.2%
Tom Rico Memorial	5,000	2,500	50.0%	-	2,000	0.0%
Other Special Funds Total:	\$ 5,098,243	\$ 1,047,737	20.6%	\$ 7,331,048	\$ 2,011,339	27.4%



CITY OF LOMITA CITY COUNCIL REPORT

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

FROM: Ryan Smoot, City Manager

PREPARED BY: Janpier Adamzadeh, Management Assistant

MEETING DATE: May 16, 2023

SUBJECT: ARPA Job Creation Program Application for Corridor Flow

RECOMMENDATION

Approve one application under the City's ARPA Business Assistance Program; and authorize the City Manager to make amendments as may be necessary with approval of the City Attorney to execute agreements with the applicant.

BACKGROUND

On September 6, 2022, the City Council approved amendments to the City's Business Assistance Programs that provide relief related to fiscal impacts incurred by small businesses due the COVID-19 pandemic and assist local businesses in the recovery process.

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

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

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

Application

Staff recommends approving the Corridor Flow Job Creation application, deemed to be eligible and complete. Corridor Flow launched shortly before the COVID-19 pandemic, and faced significant challenges including reduced revenue, closures, and loss of staff.

Nevertheless, the shop remains a destination for the community, at the south end of Downtown Lomita, and offers an assortment of beverages and pastries as well as a quiet workspace for students and professionals. Corridor Flow seeks to expand its team by hiring more staff to support the coffee shop's operations as it recovers from the effects of the pandemic.

Authorize City Manager to Execute Agreement with Approved Applicant

Staff met with the applicant to guide them through the application process in compliance with the City's approved codes, guidelines, and procedures related to the Job Creation program. The business is prepared to sign the agreements for funding under the program and the City attorney has reviewed the agreements. Upon approval and authorization from the Council, City staff will work with the applicants to execute the agreements allowing the funding to proceed.

OPTIONS:

1. Approve the application and authorize the City Manager to execute the agreement
2. Do not authorize the City Manager to execute the agreement

FISCAL IMPACT

American Rescue Plan Act funding of \$10,000 will fund the program.

ATTACHMENTS:

1. Corridor Flow Job Creation Application

Reviewed by:



Gary Y. Sugano
Assistant City Manager

Approved by:



Ryan Smoot
City Manager

Reviewed by:



Brianna Rindge
Director of Community & Economic Development

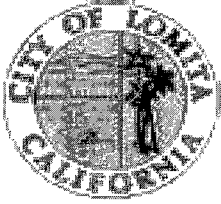
Prepared by:



Janpier Adamzadeh
Management Assistant

CLEAR

PRINT



City of Lomita

Check Request

TO: Administrative Services Department - Finance Division

Date: 04/19/2023

Please issue a check in the amount of 10,000.00

Vendor Number _____

Pay to the order of Corridor Flow

Attention of _____



Mailing address _____

City / State / Zip _____

Remarks:

Job Creation Program - ARPA

I certify that the actual expenses itemized (goods or services) were incurred in the conduct of City business

	4/28/23		4/25/23
Department Head Signature	Date	Administrative Services Director	Date
_____	_____	_____	_____
Authorized Department Personnel	Date	City Manager	Date

Invoice Date	Invoice Number	Account Code	Amount	Finance Use
04/19/23	ARPA 2023	100-430-5416.000	10,000.00	

Total Check Request: 10,000.00



JOB CREATION PROGRAM SUMMARY

The Lomita Job Creation Program is designed to assist local businesses recover from the negative impacts caused by the COVID-19 pandemic and create jobs to assist members of the community in obtaining employment that may have been lost during the pandemic. Using federal American Rescue Plan Act (ARPA) funds, the City of Lomita will make forgivable loans of \$10,000 available to business sectors hit hard by the pandemic located in the City of Lomita's commercial zones. The job must be permanent full-time employment opportunity or equivalent created for a from a household not exceeding the low-income limits (see p. 7). Two part-time positions may be converted to two full-time equivalents, or two part-time jobs may be created. The program would require that the new full-time employment position remain in effect for one year. While it is a loan program, if the applicant has maintained compliance with the Program Guidelines during the one-year loan term, the loan will be 100% forgiven.

Applications are now being accepted at Lomita City Hall, 24300 Narbonne Avenue, Lomita, CA. If there are any questions, please call Juan Ibarra, Administrative Analyst at 310-325-7110 ext. 107 or email j.ibarra@lomitacity.com.

To complete the application, please also provide the following:

- ☒ Completed Job Creation Program Application with attachments
- ☒ A letter explaining how the business/nonprofit was negatively impacted by the effects of COVID. Negative impacts include full or partial closure of a business during the pandemic, change of location to a smaller tenant space, a reduction in size of an existing tenant space, or a reduction in work force or operating hours.
- ☒ Documentation that the business experienced negative impacts because of the pandemic.
- ☒ Letter describing your business, explaining the need for an additional employee(s), and how you plan to utilize the award money. Complete Business Plan for a proposed business (if new business).
- ☒ Internal Revenue Service Tax Return Verification Form (IRS Form 4506) for year 2020
- ☐ Copy of Applicant(s) valid government-issued photo identification
- ☒ Copy of Fictitious Business Filing
- ☒ Copies of the Applicable Licenses and Permits (Fictitious Name Certification (filing and proof of publication), Articles of Incorporation or Partnership Agreement, Limited Liability Company Article of Incorporation N/A for sole proprietorship), Document which specifies what person/s in a corporation or partnership is authorized to sign documents and assume debt on behalf of the business (N/A for sole proprietorship)
- ☐ Proof of operation
- ☒ Copy of property lease agreement or property ownership documentation
- ☒ Proof of last year's payroll (redact confidential individual information)



APPLICATION ATTACHMENTS

- ✓ 1. Compliance with National Objective
- ✓ 2. Unique Entity Identifier (UEI) Info
- ✓ 3. Breakdown of Employment Costs
- ✓ 4. Financing Sources
- ✓ 5. Financial Statement Form
- ✓ 6. Business Data History
- ✓ 7. Year-to-Year Projection
- 8. Personal Resume (for Each Owner/Manager)
- 9. Personal Financial Statement (for Each Owner)

-125

Job Creation Program Application Packet
CITY OF LOMITA



APPLICANT INFORMATION *Applicant's name must be the same as the Borrower(s) name(s) and must be consistent throughout the loan package and exactly as filed on the Fictitious Trade Style or as filed on the Articles of Incorporation.*

FULL LEGAL NAME OF COMPANY BORROWER: Corridor Flow, LLC	TAX ID NUMBER OR SSN 83-1469340	TELEPHONE BUSINESS:	424-378-1236
	UEI No: C9UCP1VKN9V4	CELL:	310-803-7924
	City Business License No: 39753	HOME: _	
STREET ADDRESS: 24614 Narbonne Ave.	CITY: Lomita	STATE: CA	ZIP CODE: 90717
BILLING ADDRESS (IF DIFFERENT FROM ABOVE): 24612 Narbonne Ave.	CITY: Lomita	STATE: CA	ZIP CODE: 90717
BUSINESS ADDRESS (IF DIFFERENT FROM ABOVE):	CITY:	STATE:	ZIP CODE:
EMAIL ADDRESS: hello@corridorflow.com			
NATURE OF BUSINESS: Coffee Shop			
NUMBER OF EMPLOYEES, INCLUDING OWNER: 13			
TYPE OF ENTITY: <input type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input checked="" type="checkbox"/> SOLE PROPRIETORSHIP <input type="checkbox"/> SUBCHAPTER "S"			

COMPANY OWNERSHIP (list below all owners, principals, and officers)

NAME	TITLE	% OF OWNERSHIP
Christine Bermudez	Co-owner	51
Noriel Bermudez	Co-owner	49

AFFILIATES (List below all business concerns in which the applicant company or any of the individuals listed in the ownership section above have any ownership. Attach current financial statements.)

COMPANY NAME	OWNER (Applicant Company or Individuals)	% OF OWNERSHIP

Job Creation Program Application Packet
CITY OF LOMITA



EXISTING PAYROLL WITHOUT NEW EMPLOYEE(S) (Attach more sheets if necessary)

	Employee's Name, Job Title	Last 4 Digits of Social Security Number	Full-Time/Part-Time
1..	Dalziel Arambula	[REDACTED]	F/T
2.	Mikayla Chambless	[REDACTED]	P/T
3.	Michael Orrantia	1870	P/T
4.	Imani Jolivette	[REDACTED]	P/T
5.	Ali Chen	[REDACTED]	F/T
6.	Jenna Yamada	[REDACTED]	P/T
7.	Jennifer Esquivel	[REDACTED]	P/T
8.	Thomas Oh	[REDACTED]	P/T
9.	Geoffrey Bruick	[REDACTED]	P/T
10.			
11.			

PROPOSED PAYROLL WITH PROPOSED NEW EMPLOYEE(S) (Attach more sheets if necessary)

	Employee's Name, Job Title	Last 4 Digits of Social Security Number	Full-Time/Part-Time
1..	Lydia Nygren	N/A	P/T
2.	Cameron Pollack	N/A	P/T
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			



Job Creation Program Application Packet
CITY OF LOMITA

LEASE INFORMATION

Do you have a lease for the property your business now occupies?		Yes No YES
Monthly rent \$3,127	Years remaining on lease 1	Renewal option yes no yes

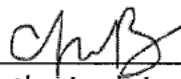
MISCELLANEOUS — If answered "yes", provide detail. Attach separate sheet if necessary.

Has your business ever filed bankruptcy or defaulted on any debts?	NO
Does your business use or store any hazardous materials, produce toxic waste? (if a new business, is there intent for the aforementioned?)	NO
Is the business a party to any claim or lawsuit?	NO
Does the business owe any taxes for years prior to the current year?	NO
Did the business previously receive funding from the City's Job Creation & Business Incentive program in 2021, or the Community Development Block Grant (CDGB) administered via LA County in 2022? Yes, we received funding in 2019	
If required by the Loan Review Committee, what will be used collateral to secure the forgivable loan award? Vehicle	

My signature on this application certifies the above statements and information submitted are true and complete. I authorize the City of Lomita to verify or check any of the information given, including credit references and employment and to obtain credit reports (including my spouse's if I live in a community property state). I authorize the City of Lomita to provide credit information about me and my account to others.

I also agree to reimburse the City for its expenses incurred in connection with any credit commitment. These expenses include without limitation the City of Lomita's appraisal, environmental services and legal costs and are payable even though the extension of credit may not be consummated.

I understand that in administering the federally funded ARPA Loan Program, the City of Lomita has the authority, based on reasonable grounds, to request additional information/documentation that is relevant to my/our eligibility to receive funding.



Authorized signature

Christine Bermudz, Owner

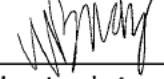
Print Name, Title



Soc Sec or Tax ID No.

2/14/23

Date



Authorized signature

Noriel Bermudez, Owner

Print Name, Title



Soc Sec or Tax ID No.

2/14/23

Date



Job Creation Program Application Packet CITY OF LOMITA

Fair Credit Notice

The Federal Equal Opportunity Act prohibits creditors from discriminating against applications on the basis of race, color, religion, national origin, sex, marital, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act.

<i>FOR STAFF USE ONLY</i>
Is the Application Signed?
Is the Application Complete?
Are the Attachments Included?
Are Copies of Requested Documents Included?
Applicant's City Business License # (not required for a property owner applicant if the property contains less than four units)
Notes



1. COMPLIANCE WITH NATIONAL OBJECTIVE

1. Compliance with National Objective

Project must meet the national objective of benefitting low-income persons.

Los Angeles County Area Income Limits 2021

Number of Persons

in Household

1

2

3

4

5

6

7

8

Acutely Low

\$ 8,400

\$ 9,600

\$10,800

\$12,000

\$12,950

\$13,900

\$14,900

\$15,850

Extremely Low

\$24,850

\$28,400

\$31,950

\$35,450

\$38,300

\$41,150

\$44,000

\$46,800

Very Low Income

\$41,400

\$47,300

\$53,200

\$59,100

\$63,850

\$68,600

\$73,300

\$78,050

Low Income

\$66,250

\$75,700

\$85,150

\$94,600

\$102,200

\$109,750

\$117,350

\$124,900

Moderate

Income

\$67,200

\$76,800

\$86,400

\$96,000

\$103,700

\$111,350

\$119,050

\$126,700

Documentation will be required once employee(s) is(are) hired.

2. Description of Public Benefits

Permanent, new full-time job(s) to be created by project: _____, or

Permanent, new part-time jobs created by the project (min. two): 2 _____, or

Existing jobs converted from part-time: _____ to full-time: _____

3. Have any costs been incurred prior to such approval?

Yes NO

No

If yes, please describe: _____



2. UNIQUE ENTITY IDENTIFIER (UEI)

On April 4th, the federal government will stop using the DUNS number to uniquely identify entities. At that point, entities doing business with the federal government will use a Unique Entity Identifier (UEI) created in SAM.gov. They will no longer have to go to a third-party website to obtain their identifier. This transition allows the government to streamline the entity identification and validation process, making it easier and less burdensome for entities to do business with the federal government.

Visit <https://sam.gov/content/home> to apply for the Unique Entity Identifier (UEI)

Business Name: Corridor Flow, LLC

UEI Number: 9PUCP1VNBK9V4

Is business new or existing? existing

If the business is existing, is it relocating? no

Business Name: _____

UEI Number: _____

Is business new or existing? New Existing

If business is existing, is it relocating? Yes No



3. BREAKDOWN OF EMPLOYMENT COSTS

Components of Compensation	Annual Amount
New Position's Annual Salary:	\$ 31,200
Social Security Tax:	\$ 2,340
Unemployment Insurance:	\$ 592.80
Worker's Compensation:	811.20
Health Insurance:	
Other:	
Total Employment Costs:	34,944

ARPA's Percentage of Costs= \$10,000/Total Employee Costs	28.6%
---	-------

State the project's overall objective, including a brief history of operations to date:

We are in need of hiring two new part-time baristas/general staff

in order to extend our hours operations during the weekdays and weekends.



4. IDENTIFY ALL ENTITIES PARTICIPATING WITH THE FINANCING OF THE PROJECT

A. Financial Institution (s)	
Name: N/A	Name:
Address:	Address:
City, State, Zip:	City, State, Zip:
Contact Person:	Contact Person:
Title:	Title:
Telephone:	Telephone:
Email:	Email:

B. Other Local, State or Federal Funding Sources	
Name: N/A	Name:
Address:	Address:
City, State, Zip:	City, State, Zip:
Contact Person:	Contact Person:
Title:	Title:
Telephone:	Telephone:
Email:	Email:

C. Sources of Equity/Investment Capital	
Name: N/A	Name:
Address:	Address:
City, State, Zip:	City, State, Zip:
Contact Person:	Contact Person:
Title:	Title:
Telephone:	Telephone:
Email:	Email:



5. BUSINESS FINANCIAL STATEMENT FORM

Financial Statement of	
LEGAL NAME OF BUSINESS Corridor Flow, LLC	
ADDRESS 24614 Narbonne Ave. CITY Lomita. STATE CA ZIP 90717	
TAX TO NUMBER 83-1469340	TYPE OF BUSINESS Coffee Shop
TELEPHONE 310-803-7924	DATE SUBMITTED 2/14/23

Balance Sheet as of Month 12 Year 2022

ASSETS	\$	LIABILITIES	\$
Cash	14,140	Accounts Payable	
Marketable Securities		Notes Payable	
Accounts Receivable	220	Current Portion Long Term Debt	29,159
Inventory	7,199	Accruals	
Prepaid Expenses		Taxes Payable	
Other Current Assets	3,529	Other Current Liabilities	13,112
Total Current Assets	25,091	Total Current Liabilities	42,272
Land and Building	231,609	Long Term Debt	68,831
Machinery and Equipment	64,748	Other Liabilities	
Leasehold Improvements		Total Liabilities	111,104
Other Fixed Assets	19,405	Capital Stock	
Less Accumulated Depreciation	91,745	Paid in Capital	87,776
Net Fixed Assets	224,117	Retained Earnings	71,777
Other Assets		Total Equity	\$ 270,657
TOTAL ASSETS	\$ 270,657		

Attach Income Statement for the Period from 01/2022 to 01/2023
Month/Yr Month/Yr



6. BUSINESS DATA AND HISTORY

(Use separate attachments to answer questions if necessary)

Company Name Corridor Flow

Nature of business

Retail Coffee shop

Types of products/services

Food and Beverages

Home goods Merchandise and decor

Co-working space and private event space

Customer profile

Major Supplies

Paper Goods

Perishable Foods

Geographical Sales Area

Local South Bay neighborhoods

Future growth/expansion

We plan to extend our weekday hours from:

M-TH: 7AM - 4PM to M-TH 7AM - 6PM; Fri: 7AM-4PM to 7AM-9PM

How will this loan benefit your company?

In addition to meeting the labor demands we are currently experiencing due to an increase in
we would like to expand our hours of operation in order to capture more of the market share
wider demographics

Job Creation Program Application Packet
CITY OF LOMITA



8. PERSONAL RESUME FOR EACH OWNER/MANAGER

Complete this form for: (1) each proprietor, or (2) each limited partner who owns 20% or more interest and each general partner, or (3) each stockholder owning 20% or more of voting stock and each corporate officer and director, or (4) any other person or entity providing a guaranty on the loan.

Name: Christine Bermudez

PERSONAL DATA:		
Residential Address:	[REDACTED]	City: Lomita
State: CA	Zip: 90717	Telephone: 3 [REDACTED]

7-YEAR EMPLOYMENT HISTORY (List current to Last Employer) or Attach Resume		
From: 05/2015	To: 11/2017	Company: Walt Disney Company
Address:		City/State: Anaheim, CA
Position & Description of Duties: Facility Structural Engineer		
From: 01/2019	To: Present	Company: Corridor Flow
Address: 24614 Narbonne Ave		City/State: Lomita, CA
Position & Description of Duties: Owner/Operator		

OTHER PERTINENT INFORMATION please attach



Job Creation Program Application Packet CITY OF LOMITA

9. PERSONAL FINANCIAL STATEMENT FOR EACH OWNER AS OF Feb. 14, 2023

Complete this form for: (1) each proprietor, or (2) each limited partner who owns 20% or more interest and each general partner, or (3) each stockholder owning 20% or more of voting stock and each corporate officer and director, or (4) any other person or entity providing a guaranty on the loan. Please fill in the date of the financial information

Name Christine Bermudez	Business Phone _____
Residence Address _____	Residence Phone 310-802
City, State, & Zip Code Lomita, CA 90717	
Business Name of Applicant/Borrower Corridor Flow	

ASSETS	MONTHLY LIABILITIES
Cash on Hand and in Bank \$ <u>330.14</u>	Accounts Payable \$ <u>0</u>
Savings Accounts \$ _____	Notes Payable to Banks and Others \$ <u>0</u>
IRA or Other Retirement Account \$ <u>197,880</u>	(Describe in Section 2)
Accounts and Notes Receivable \$ _____	Installment Account (Auto) \$ <u>0</u>
Life Insurance-Cash Surrender Value Only \$ _____	Installment Account (Other) \$ <u>0</u>
Stocks and Bonds \$ <u>56,200</u>	(List on separate sheet)
Real Estate \$ _____	Loan on Life Insurance \$ <u>0</u>
Other Personal Property and Assets \$ <u>11,000</u>	Rent or Mortgages on Real Estate \$ <u>3,500</u>
Please describe on a separate sheet of paper	(List properties on separate sheet)
	Unpaid Taxes (Attach Sheet) \$ <u>0</u>
	Other Liabilities (Attach Sheet) \$ <u>0</u>
Total \$ <u>265,415</u>	Total Liabilities \$ <u>3,500</u>
	Net Worth \$ _____
	Total \$ _____

SECTION 1. Source of Income - Monthly	Contingent Liabilities - Monthly
Salary \$ <u>5,000</u>	As Endorser or Co-Maker \$ _____
Net Investment Income \$ _____	Legal Claims & Judgments \$ _____
Real Estate Income \$ _____	Provision for Federal Income Tax \$ _____
Other Income (Describe Below)* \$ _____	Other Special Debt \$ _____

DESCRIPTION OF OTHER INCOME IN SECTION 1

*Alimony or child support payments need not be disclosed in "Other Income" unless it is desired to have such payments counted toward total

SECTION 2. Notes Payable to Bank and Others (Use attachments if necessary. Each attachment must be identified as part of this statement and signed

Name and Address of Note holder(s)	Original Balance	Current Balance	Payment Amount	Frequency (Monthly, etc.)	How Secured or Endorsed

Facade Improvement Program Application Packet
CITY OF LOMITA



9. PERSONAL RESUME FOR EACH OWNER/MANAGER

Noriel Bermudez
Name: _____

PERSONAL DATA:

Residence: [REDACTED]	Telephone: [REDACTED]
City:Lomita	State:CA
	Zip Code:90717

7-YEAREMPLOYMENT HISTORY: (List Current or Last Employment First)

Company: Corridor Flow	Address:24614 Narbonne Ave		
Start:01/2022	End:Current	City/State:Lomita, CA 90717	
Position & Description of Duties: Owner/Operator			
Company:Kaiser Permanente		Address:	
Start:06/2015	End:12/2021	City/State:Harbor City, CA	
Position & Description of Duties: Registered Nurse for Operating room			
Company:		Address:	
Start:	End:	City/State:	
Position & Description of Duties:			

OTHER PERTINENT INFORMATION:

Please attach

November 9, 2020

To whom it may concern,

My husband and I are the owners of Corridor Flow, a community coffee shop located in the City of Lomita. Upon opening our shop in September 2019, we received a forgivable loan through the JCBI Loan Program. We are currently operating but due to the Coronavirus Health Order issued on March 19th as stated in the partial press release below from the LA County Website, we closed our doors for approximately three months. We closed on March 29, 2020 and re-opened back on July 2, 2020. We decided to close our doors for two main reasons:

- We saw an immediate 60% drop in sales as soon as the stay at home orders was issued and felt that it would be financially detrimental if we continued to operate.
- In order to protect the health of our staff, family and customers from the unknown effects and spread of this novel virus.

After being closed for a month we started to discuss a possible safe re-opening plan. Unfortunately, with the obvious stress this was all causing, my personal health was affected, and my pregnancy ended with an early term delivery. For approximately 6 weeks I had to be in and out of the NICU to visit my son who was born 8 weeks early. For the sake of his health and mine, we had to keep our doors closed for another 2 months. After my son was released from the NICU we began to plan our re-opening strategy and by early July we were able to open our doors again.

With the continued increase of COVID-19 cases and with in-door dining still prohibited in LA County, we had to limit our hours of operations. As a result, our two employees that are part of the JCBI program are not always able to work the required 20 hours per week. Please see the attached documentation of payroll details for both Angela Willis and Kaylee Coates.

We also included a summary of our sales report showing the impact COVID-19 has had on our new business. Fortunately, we are seeing an increase in sales every month, but part of our strategy required us to hire a fulltime manager, which has been a big added expense. We felt it was very necessary to hire a manager to assist us in meeting the ever-changing Health Department Protocols in order to maintain a safe and clean environment for our staff and patrons. It has been a difficult road opening a new business to say the least, but we hope that we can continue to stay in business beyond the pandemic.

Thank you for your time and please let us know if you have further questions.

Sincerely,

Christine and Noriel Bermudez
Co-Owners



COFFEE • COMMUNITY • CREATE

24614 NARBONNE AVE.
LOMITA, CA 90717

hello@corridorflow.com

310-803-7924

Sales Summary Pre and Post COVID-19

Date	Weekly Gross Sales	Weekly Average	
01/05/20-01/11/20	\$5,880.00	\$6,515.20	Pre COVID-19 Sales
01/12/20-01/18/20	\$6,255.00		
01/19/20-01/25/20	\$6,054.50		
01/26/20-02/01/20	\$6,615.50		
02/02/20-02/08/20	\$6,928.75		
02/09/20-02/15/20	\$6,657.50		
02/16/20-02/22/20	\$6,585.75		
02/23/20-02/29/20	\$6,896.02		
03/01/20-03/07/20	\$6,903.75		
03/08/20-03/14/20	\$6,375.26		
03/15/20-03/21/20	\$2,613.25	1st week of Stay at Home orders	40%
03/22/20-03/28/20	\$4,669.30	2nd week of Stay at Home orders	72%
03/29/20 - 07/01/20	CLOSED	Closure for 3 months	
06/28/20-07/04/20	\$1,563.50	Re-opening Week	24%
07/05/20-07/11/20	\$2,454.00	\$2,746.75	42%
07/12/20-07/18/20	\$2,676.50		
07/19/20-07/25/20	\$2,959.50		
07/26/20-08/01/20	\$2,897.00	\$3,064.75	47%
08/02/20-08/08/20	\$2,784.50		
08/09/20-08/15/20	\$3,506.50		
08/16/20-08/22/20	\$2,836.50		
08/23/20-08/29/20	\$3,131.50	\$4,099.00	63%
08/30/20-09/05/20	\$3,104.50		
09/06/20-09/12/20	\$4,438.50		
09/13/20-09/19/20	\$4,036.75	\$5,479.05	84%
09/20/20-09/26/20	\$4,816.25		
09/27/20-10/03/20	\$5,422.50		
10/04/20-10/10/20	\$5,515.00		
10/11/20-10/17/20	\$6,049.45		
10/18/20-10/24/20	\$4,929.25		

% of Sales compared to Weekly Sale Avg. Prior to COVID-19

(November 2021)

Department of the Treasury
Internal Revenue Service**Request for Copy of Tax Return**

- ▶ Do not sign this form unless all applicable lines have been completed.
 ▶ Request may be rejected if the form is incomplete or illegible.
 ▶ For more information about Form 4506, visit www.irs.gov/form4506.

OMB No. 1545-0429

Tip: Get faster service: Online at www.irs.gov, **Get Your Tax Record** (Get Transcript) or by calling 1-800-908-9946 for specialized assistance. We have teams available to assist. **Note:** Taxpayers may register to use **Get Transcript** to view, print, or download the following transcript types: **Tax Return Transcript** (shows most line items including Adjusted Gross Income (AGI) from your original Form 1040-series tax return as filed, along with any forms and schedules), **Tax Account Transcript** (shows basic data such as return type, marital status, AGI, taxable income and all payment types), **Record of Account Transcript** (combines the tax return and tax account transcripts into one complete transcript), **Wage and Income Transcript** (shows data from information returns we receive such as Forms W-2, 1099, 1098 and Form 5498), and **Verification of Non-filing Letter** (provides proof that the IRS has no record of a filed Form 1040-series tax return for the year you request).

1a Name shown on tax return. If a joint return, enter the name shown first. Noriel Bermudez	1b First social security number on tax return, individual taxpayer identification number, or employer identification number (see instructions) <div style="background-color: black; height: 1.2em; width: 100%;"></div>
2a If a joint return, enter spouse's name shown on tax return. Christine Bermudez	2b Second social security number or individual taxpayer identification number if joint tax return <div style="background-color: black; height: 1.2em; width: 100%;"></div>
3 Current name, address (including apt., room, or suite no.), city, state, and ZIP code (see instructions) 24612 Narbonne Ave., Lomita CA 90717	
4 Previous address shown on the last return filed if different from line 3 (see instructions)	
5 If the tax return is to be mailed to a third party (such as a mortgage company), enter the third party's name, address, and telephone number.	

Caution: If the tax return is being sent to the third party, ensure that lines 5 through 7 are completed before signing. (see instructions).

6 Tax return requested. Form 1040, 1120, 941, etc. and all attachments as originally submitted to the IRS, including Form(s) W-2, schedules, or amended returns. Copies of Forms 1040, 1040A, and 1040EZ are generally available for 7 years from filing before they are destroyed by law. Other returns may be available for a longer period of time. Enter only one return number. If you need more than one type of return, you must complete another Form 4506. ▶ 1040

Note: If the copies must be certified for court or administrative proceedings, check here ☐

7 Year or period requested. Enter the ending date of the tax year or period using the mm/dd/yyyy format (see instructions).

01 / 01 / 2020			
12 / 31 / 2020			

8 Fee. There is a \$43 fee for each return requested. Full payment must be included with your request or it will be rejected. Make your check or money order payable to "United States Treasury." Enter your SSN, ITIN, or EIN and "Form 4506 request" on your check or money order.	
a Cost for each return	\$ 43.00
b Number of returns requested on line 7	1
c Total cost. Multiply line 8a by line 8b	\$ 43.00

9 If we cannot find the tax return, we will refund the fee. If the refund should go to the third party listed on line 5, check here ☐

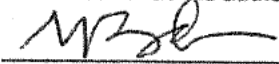
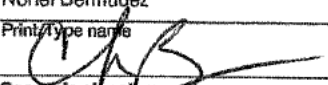
Caution: Do not sign this form unless all applicable lines have been completed.

Signature of taxpayer(s). I declare that I am either the taxpayer whose name is shown on line 1a or 2a, or a person authorized to obtain the tax return requested. If the request applies to a joint return, at least one spouse must sign. If signed by a corporate officer, 1 percent or more shareholder, partner, managing member, guardian, tax matters partner, executor, receiver, administrator, trustee, or party other than the taxpayer, I certify that I have the authority to execute Form 4506 on behalf of the taxpayer. **Note:** This form must be received by IRS within 120 days of the signature date.

☐ Signatory attests that he/she has read the attestation clause and upon so reading declares that he/she has the authority to sign the Form 4506. See instructions.

Phone number of taxpayer on line 1a or 2a
310-803-7924

Sign Here

Signature (see instructions)  Noriel Bermudez Print/Type name  Spouse's signature Christine Bermudez Print/Type name	Date 4/21/22 Title (if line 1a above is a corporation, partnership, estate, or trust) Date 4/21/22
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Secretary of State
Statement of No Change
(Limited Liability Company)

LLC-12NC

20-C85780

FILED

In the office of the Secretary of State
of the State of California

JUL 20, 2020

IMPORTANT — Read instructions before completing this form. This form may be used only if a complete Statement of Information has been filed previously and there has been no change.

Filing Fee — \$20.00

Copy Fee — \$1.00;

Certification Fee — \$5.00 plus copy fee

This Space For Office Use Only

- 1. Limited Liability Company Name** (Enter the exact name of the LLC as it is recorded with the California Secretary of State. Note: If you registered in California using an alternate name, see instructions.)

CORRIDOR FLOW LLC

- 2. 12-Digit Secretary of State File Number**

201821110402

- 3. State, Foreign Country or Place of Organization** (only if formed outside of California)

CALIFORNIA

- 4. No Change Statement** (Do not alter the No Change Statement. If there has been any change, please complete a Statement of Information (Form LLC-12).)

There has been no change in any of the information contained in the previous complete Statement of Information filed with the California Secretary of State.

- 5. The information contained herein is true and correct.**

07/20/2020

Date

Christine Bermudez

Type or Print Name of Person Completing the Form

co-Owner

Title

Signature

Return Address (Optional) (For communication from the Secretary of State related to this document, or if purchasing a copy of the filed document, enter the name of a person or company and the mailing address. This information will become public when filed. (SEE INSTRUCTIONS BEFORE COMPLETING.)

Name: []

Company:

Address:

City/State/Zip: []



California Secretary of State
Electronic Certified Copy

I, ALEX PADILLA, Secretary of State of the State of California, hereby certify that the attached transcript of 1 page is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.



IN WITNESS WHEREOF, I execute
this certificate and affix the Great
Seal of the State of California on
this day of July 30, 2018

A handwritten signature in black ink, reading "Alex Padilla".

ALEX PADILLA
Secretary of State

Verification Number: VVJN5J
Entity (File) Number: 201821110402

To verify the issuance of this Certificate, use the Verification Number above
with the Secretary of State Electronic Verification Search available at
bizfile.sos.ca.gov



California Secretary of State
Electronic Filing

FILED

Secretary of State
State of California

LLC Registration – Articles of Organization

Entity Name: Corridor Flow LLC

Entity (File) Number: 201821110402

File Date: 07/26/2018

Entity Type: Domestic LLC

Jurisdiction: California

Detailed Filing Information

1. Entity Name: Corridor Flow LLC
2. Business Addresses:
 - a. Initial Street Address of Designated Office in California: 24612 Narbonne Avenue
Lomita, California 90717
United States
 - b. Initial Mailing Address: 24612 Narbonne Avenue
Lomita, California 90717
United States
3. Agent for Service of Process: Christine P Bermudez
24612 Narbonne Avenue
Lomita California 90717
United States
4. Management Structure: All LLC Member(s)
5. Purpose Statement: The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the California Revised Uniform Limited Liability Company Act.

Electronic Signature:

The organizer affirms the information contained herein is true and correct.

Organizer: Christine Bermudez

Certificate Verification Number: VVJN5J
Use bizfile.sos.ca.gov to verify the certified copy.

CITY OF LOMITA

24300 Narbonne Ave., Lomita, CA 90717
OFFICE: (310) 325-7110 FAX: (310) 325-4024

BUSINESS, PROFESSION AND TRADE LICENSE

NOT TRANSFERABLE
PLEASE POST IN A
CONSPICUOUS PLACE
FEES POSTED IN
ACCORDANCE WITH
MUNICIPAL CODE

CORRIDOR FLOW LLC
24612 NARBONNE AVE
LOMITA, CA 90717

BUSINESS
LICENSE NO
39753

EXPIRATION DATE
04/06/2022

ISSUE DATE
04/06/2021

The person, firm or corporation named is hereby granted authority to the provisions of the License
Ordinance of the City of Lomita, California, subject to the conditions set forth in the City of Lomita, California,
the business, profession, occupation, service or activity for which the license is issued.

CORRIDOR FLOW LLC
24612 NARBONNE AVE
LOMITA, CA 90717

TAX & LICENSE COLLECTOR



7.YEAR-TO-YEAR PROJECTIONS

Company Name: Corridor Flow

611,169	697,093	766,802
---------	---------	---------

186,388	193,300	212,630
---------	---------	---------

424,781	503,793	554,172
---------	---------	---------

7,813	8,119	9,000
-------	-------	-------

9,025	15,484	16,500
-------	--------	--------

55,701	55,243
--------	--------

10,380	11,085
--------	--------

8,885	6,837
-------	-------

8,836	5,051
-------	-------

12,404	10,068
--------	--------

375	208
-----	-----

6,024 See Attached

248,857	257,732
---------	---------

12,042	15,907
--------	--------

237	1000
-----	------

32,455	33,610
--------	--------

4,539	5,000
-------	-------

628	700
-----	-----

418,201	432,045
---------	---------

6,580	71,748
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-

Facade Improvement Program Application Packet

CITY OF LOMITA



7.YEAR-TO-YEAR PROJECTIONS

Company Name: Corridor Flow

For the Years of 2021 To 2023	Current Applicable to Existing Businesses	1 st Year	2 nd Year	TOTALS
Gross Sales or	433,782	564,000	705,000	
ARPA Loan Amount				
Less Cost of Goods	120,833	157,106	211,500	
Gross Profit	312,949	406,894	493,500	
Expenses				
Advertising	4151	3000	5000	
Rent or Mortgage Payment	38,469	40,392	44,431	
Utilities	8,925	9,500	11,000	
Insurance	8,341	9,500	10,500	
Taxes & Licenses	5,836	6,000	7,500	
Accounting & Legal	3,345	2,500	4,500	
Travel & Auto				
Repairs &	4,070	3,500	5,000	
Salaries Paid to	180,116	191,100	246,750	
Salaries Paid to				
Supplies	5,386	6,000	7,500	
Interest Expense				
Depreciation				
Other				
Other				
Other				
Total Expenses	258,639	271,392	342,181	
Net Profit (Sub Total)	54,310	135,502	151,319	
Less Debt Service				
Less Owner	45,000	84,000	96,000	
Net Profit	9,310	51,502	55,319	

Commercial Lease
24616 Narbonne Ave., Lomita, CA 90717

1. Basic Provisions ("Basic Provisions")

1.1 Parties: This Lease ("Lease"), dated for reference purposes only, August 1, 2018, is made by and between JTN Narbonne, LLC ("Lessor") and Corridor Flow, LLC ("Lessee"), (collectively the "Parties," or Individually a "Party").

1.2(a) Premises: That certain portion of the Building, including all improvements therein or to be provided by Lessor under the terms of this Lease, Commonly known by the street address of 24614 Narbonne Ave., located in the City of Lomita, County of Los Angeles, state of California with zip code 90717. The "Building" is that certain building containing the Premises and generally described as (describe briefly the nature of the Building): 2674 square feet commercial building. In addition to Lessee's rights to use and occupy the Premises as hereinafter specified but shall not have any rights to the roof, exterior walls of the Building or to any other buildings. The

1.2(b) Parking: 5 unreserved vehicle parking spaces ("Unreserved Parking Spaces"); and zero (0) reserved vehicle parking spaces ("Reserved Parking Spaces"). (Also see Paragraph 2.6.)

1.3 Term: 5 years ("Original Term") commencing October 1, 2018 ("Commencement Date") and ending September 30, 2023 ("Expiration Date").

1.4 Early Possession: September 1, 2018 ("Early Possession Date"). (Also see Paragraphs 3.2 and 3.3.)

1.5 Base Rent:

Year One (1) $\$1.25/\text{sf} (2674 \times 1.25) = \$3,342.50$ per month beginning October 1, 2018 ✓
Year Two (2) $\$1.30/\text{sf} (2674 \times 1.30) = \$3,476.20$ per month beginning October 1, 2019 ✓
Year Three (3) $\$1.35/\text{sf} (2674 \times 1.35) = \$3,609.90$ per month beginning October 1, 2020
Year Four (4) $\$1.40/\text{sf} (2674 \times 1.40) = \$3,743.60$ per month beginning October 1, 2021
Year Five (5) $\$1.45/\text{sf} (2674 \times 1.45) = \$3,877.30$ per month beginning October 1, 2022

1.6 Base Rent Paid Upon Execution: \$ 3,342.50 as Base Rent for the period month of April 2019.

1.7 Security Deposit: \$ 3,342.50 ("Security Deposit"). (Also see Paragraph 5.)

1.8 Permitted Use, coffee shop, martial arts studio, or any other use which does not conflict with uses by other lessees currently in place in Building and permitted legally by the city ("Permitted Use") (Also see Paragraph 6.)

1.9 Insuring Party. Lessor is the "Insuring Party." (Also see Paragraph 8.)

1.10 The rent will be waived and credited to Lessee as free rents (credits) for period of seven month from time of possession. Payment of rent will commence again **May 1, 2019.**

1.11 Lessor will pay for cost of covering one of the parking space to handicap parking space.

1.12 Lessor will warranty roof from leakage for 1 year from signing of the lease

1.13 Option to Extend.

a. Lessee shall have option to renew the Lease ("Renewal Option") for period of 5 years with notice to lessor. Renewal Option is contingent upon the following: (i) Tenant is not in default beyond any applicable notice and cure period provided for herein at the time Tenant gives Landlord notice of Tenant's intention to exercise the Renewal Option; (ii) upon the Expiration Date or the expiration of the then current Option Term, Tenant has no outstanding default beyond any applicable notice and cure period provided for herein; (iii) no event has occurred that upon notice or the passage of time would constitute a default; and

Job Creation Program Application Packet
CITY OF LOMITA



9. PERSONAL FINANCIAL STATEMENT FOR EACH OWNER AS OF Feb. 14, 2023

Complete this form for: (1) each proprietor, or (2) each limited partner who owns 20% or more interest and each general partner, or (3) each stockholder owning 20% or more of voting stock and each corporate officer and director, or (4) any other person or entity providing a guaranty on the loan. Please fill in the date of the financial information

Name Noriel Bermudez	Business Phone 424-378-1236
Residence Address [REDACTED]	Residence Phone [REDACTED]
City, State, & Zip Code Lomita, CA 90717	
Business Name of Applicant/Borrower Corridor Flow	

ASSETS	MONTHLY LIABILITIES
Cash on Hand and in Bank \$1,500	Accounts Payable \$0
Savings Accounts \$	Notes Payable to Banks and Others \$0
IRA or Other Retirement Account \$108,000	(Describe in Section 2)
Accounts and Notes Receivable \$	Installment Account (Auto) \$0
Life Insurance-Cash Surrender Value Only \$	Installment Account (Other) \$0
Stocks and Bonds \$52,250	(List on separate sheet)
Real Estate \$	Loan on Life Insurance \$0
Other Personal Property and Assets \$21,600	Rent or Mortgages on Real Estate \$0
Please describe on a separate sheet of paper	(List properties on separate sheet)
	Unpaid Taxes (Attach Sheet) \$0
	Other Liabilities (Attach Sheet) \$0
Total \$213,371	Total Liabilities \$0
	Net Worth \$
	Total \$0

SECTION 1. Source of Income - Monthly

Salary	\$2,000
Net Investment Income	\$
Real Estate Income	\$
Other Income (Describe Below)*	\$

Contingent Liabilities - Monthly

As Endorser or Co-Maker	\$
Legal Claims & Judgments	\$
Provision for Federal Income Tax	\$
Other Special Debt	\$

DESCRIPTION OF OTHER INCOME IN SECTION 1

*Alimony or child support payments need not be disclosed in "Other Income" unless it is desired to have such payments counted toward total

SECTION 2. Notes Payable to Bank and Others (Use attachments if necessary. Each attachment must be identified as part of this statement and signed)

Name and Address of Note holder(s)	Original Balance	Current Balance	Payment Amount	Frequency (Monthly, etc.)	How Secured or Endorsed

7. YEAR-TO-YEAR PROJECTIONS

Company Name: Corridor Flow

	2022	2023	2024	TOTAL
Gross Sales (Food)	\$558,238.00	\$644,332.00	\$708,765.20	\$1,965,029.53
Co-Working Space	\$19,293.00	\$22,183.00	\$24,401.30	\$67,725.88
Consignment Sales	\$5,727.00	\$6,500.00	\$7,150.00	\$19,918.67
Event Space Rental	\$17,912.00	\$30,000.00	\$37,500.00	\$87,912.00
Grants	\$10,000.00	\$10,000.00		\$20,833.33
TOTAL INCOME	\$611,170.00	\$703,015.00	\$777,816.50	\$2,150,586.08
COGS	\$183,605.00	\$173,969.64	\$191,366.60	\$563,438.71
Consignment Products	\$2,783.00	\$3,250.00	\$3,575.00	\$9,878.83
GROSS PROFIT	\$424,782.00	\$525,795.36	\$582,874.90	\$1,577,268.54
Admin Expenses	\$7,813.00	\$8,119.00	\$9,000.00	\$25,608.58
Advertising	\$9,025.00	\$15,484.00	\$15,500.00	\$41,299.33
Rent & Lease	\$55,701.00	\$55,243.05	\$63,400.20	\$178,947.84
Utilities	\$10,380.00	\$11,085.00	\$12,193.50	\$34,582.25
Insurance	\$8,885.00	\$9,200.00	\$9,500.00	\$28,351.67
Taxes & Licenses	\$8,836.00	\$5,051.00	\$6,000.00	\$20,307.92
Accounting & Legal	\$12,404.00	\$10,068.00	\$11,000.00	\$34,311.00
Travel & Auto	\$1,095.00	\$500.00	\$750.00	\$2,386.67
Repairs & Maintenance	\$6,024.00	\$6,000.00	\$6,000.00	\$18,524.00
Salaries	\$248,857.00	\$244,846.16	\$269,330.78	\$783,437.78
Supplies	\$12,042.00	\$12,000.00	\$12,000.00	\$37,042.00
Interest Expense	\$237.00	\$650.00	\$750.00	\$1,691.17
Depreciation				\$0.00
Other: Merch Fees	\$32,455.00	\$37,371.26	\$41,108.38	\$114,048.91
Other: Meals	\$3,082.00	\$2,500.00	\$3,000.00	\$8,790.33
Other: Misc	\$1,069.00	\$1,000.00	\$1,500.00	\$3,652.33
TOTAL EXPENSE	\$417,905.00	\$419,117.47	\$461,032.86	\$1,332,981.78
NET PROFIT (Subtotal)	\$6,877.00	\$106,677.89	\$121,842.04	\$244,286.76
Loan Amount	\$15,000.00	\$16,596.00	\$10,346.00	\$43,325.00
Owners Withdrawals	\$30,000.00	\$84,000.00	\$90,000.00	\$211,000.00
NET PROFIT	-\$38,123.00	\$6,081.89	\$21,496.04	-\$10,038.24

Job Creation Program Application Packet
CITY OF LOMITA



8. PERSONAL RESUME FOR EACH OWNER/MANAGER

Complete this form for: (1) each proprietor, or (2) each limited partner who owns 20% or more interest and each general partner, or (3) each stockholder owning 20% or more of voting stock and each corporate officer and director, or (4) any other person or entity providing a guaranty on the loan.

Name: Noriel Bermudez

PERSONAL DATA:			
Residential Address: [REDACTED]		City: Lomita	
State: CA	Zip: 90717	Telephone: [REDACTED]	

7-YEAR EMPLOYMENT HISTORY (List current to Last Employer) or Attach Resume			
From: 06/2016	To: 12/2021	Company: Kaiser Permanente	
Address:		City/State: Harbor City, CA	
Position & Description of Duties: Registered Nurse			
From: 01/2022	To: Present	Company: Corridor Flow	
Address: 24614 Narbonne Ave		City/State: Lomita, CA	
Position & Description of Duties: Owner/Operator			

OTHER PERTINENT INFORMATION please attach



24614 Narbonne Ave.

Lomita, CA 90717

(310) 803-7924

HELLO@CORRIDORFLOW.COM

December 15, 2022

To whom it may Concern,

Corridor Flow is a family owned and run business that has been in operation just a little over 3 years now. We opened just prior to the pandemic and although it has been a difficult 3 years financially, the other part of our business that has been a challenge is keeping up with our labor force. Business has gotten busier, which is great, but our labor cost vs. sales are still not sustainable due to the constant turn-over of employees and training new hires.

We are in need of hiring new employees this coming year to fill the gaps in our labor force and to also replace recent employees that have decided to leave in order to pursue professional opportunities or due to a change in life circumstances. We have goals to grow our business in 2023 by acquiring a mobile truck or cart to venture out and explore other markets. In order to pursue these goals, we are in need of one full-time assistant manager and two part-time general staff within the next three to six months.

We are very fortunate to have the opportunity to apply for this Job Creation Program and look forward to hearing from you.

Sincerely,

Two handwritten signatures in black ink, one appearing to be "Noriel" and the other "Christine", written over the word "Sincerely,".

NORIEL AND CHRISTINE BERMUDEZ



Company Totals Report by Square Payroll

Generated on

Corridor Flow

Business Address

FEIN

Date Range

From: 1/1/22

To: 11/30/22

Work Address: 24614 Narbonne Ave, Lomita, CA 90717

Totals from Square Payroll only

12/9/22

24614 Narbonne Ave, Lomita, CA 90717
831469340

Earnings	Hours	Pay
Regular	10,273.27	\$169,623.29
Overtime	96.15	\$2,517.12
Double	0.00	\$0.00
PTO	6.00	\$120.00
Sick Leave	123.50	\$1,981.00
Additional	0.00	\$1,200.00
Paycheck tips	0.00	\$44,165.86
Tips already paid	0.00	\$0.00
Commissions	0.00	\$0.00
Contractor hours	0.00	\$0.00
Contractor amount	0.00	\$0.00
Total		\$219,607.52

Disclaimer

The information on this report includes information that you or y

Employee Taxes	
EE Fed. Income	\$9,444.00
EE Soc. Security	\$13,615.65
EE Medicare	\$3,184.32
EE Fed. Additional Medicare	\$0.00
EE CA State Income	\$3,076.41
EE CA State Disability	\$2,415.69

\$31,736.07

our authorized administrator(s) have provided to Square Payroll. It does not include work address, pa

[illegible]

ly period dates,post-tax deductions, and reimbursement processed p

Reimbursements	
Auto Allowance	\$25.00
Expense: Coffee Fest Registration	\$790.23

\$815.23

rior to your transfer to Square Payroll. Employer tax contributions for the period prior to the trans

EE Benefits Deductions	ER Benefits Contributions
EE Betterment 401k	\$1,989.51 ER Betterment 401k
EE Betterment Roth 401k	\$1,489.95 ER Betterment Roth 401k

\$3,479.46

Refer to Square Payroll are estimations only,including Federal Unemployment Tax which may be

Net Pay	
\$0.00	
\$0.00	

\$0.00	\$185,207.22
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reflected as zero dollars.

FEDERAL
STATES
HAPPY



CLASS C

END MONTH

LY BEPAMUDELZ

FY CHRISTINE PLAZA

DOMITA, CA 90717

800

ASTRACHAN

0541853

平假名

HAIR-BRUSH

EYES, BLK

1971 5-22-71 WGT 176.00

05/12/2015

DRIVER LICENSE

FEDERAL
LIMITS
APPLY



CLASS C

EXP 03/05/2025 END NONE

BERMUDEZ

EX-MORIBUNDI IGNARI

CONITA, CA 90713

DOB 03/05/1983

ASTROPHYSICAL LENS

03051983

SEMI-HAIR BUSH EYES BERRY

MSI 3-51* MSI 120B

05/14/2020

CITY OF LOMITA
Job Creation Program Agreement

THIS JOB CREATION PROGRAM AGREEMENT ("Agreement"), entered into this 18 day of April, 20 23 ("Effective Date"), between the City of Lomita, California ("City") and the following Owner.

Owner Name: Christine Bermudez

Name of Business: Corridor Flow, LLC

Business Tax ID#/Social Security#: 83-1469340 / [REDACTED]

Address of Business: 24614 Narbonne Ave., Lomita, CA 90717

WITNESSETH:

WHEREAS, the City of Lomita has established a Job Creation Program for application within the City; and

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

WHEREAS, pursuant to the Job Creation Program, the City has agreed to participate, subject to its sole discretion in reimbursing business owners up to a maximum of \$10,000.00 for the creation of one permanent full-time equivalent position for low-income persons and

WHEREAS, the business is located within the City, and the business Owner desires to participate in the Job Creation Program pursuant to the terms and provisions of this Agreement.

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

SECTION 1. JOB CREATION PROGRAM OVERVIEW

For purposes of this Agreement, "Owner" shall mean all owners of the business receiving a loan under this agreement, and "Owner(s)" and "Participant(s)" are used interchangeably. The Owner shall agree to employ one permanent full-time equivalent position for low-income persons the City shall reimburse the Owner for the creation of one permanent full-time equivalent position up to a maximum amount of \$10,000.00.

The actual total loan amounts per this Agreement shall not exceed \$10,000.00 for the Job Creation Program (the "Loan"). The position must remain in effect for one year after the initial start in employment, barring any labor laws regarding termination or other separation. After the one-year employment period, funds loaned any accumulated interest will be forgiven, provided that all other terms and conditions stated in this Agreement are met.

SECTION 2. EMPLOYMENT TERMS

The Loan is conditioned upon the creation of a new employment position for one or more low-income persons. Income levels are based on the most current data set from the Los Angeles County Area Income Limits Documentation System and adjusted for household size. The City Manager or designee will determine if income eligibility requirements are met of Owners's new employee. The perspective employee must be willing to submit documentation of income and household size for verification. The Owner shall provide this information to the City Manager or designee. Non-compliance with these requirements constitute a breach of the Agreement.

The following additional policies apply for new employment positions:

- a. Multiple part-time positions may be converted to full-time equivalents (i.e., two new part-time positions each working 20 hours per week would be considered 1 full-time equivalent).
- b. Only permanent positions count—temporary jobs may not be included.
- c. All permanent jobs created by the activity must be counted even if the activity has multiple sources of funding.
- d. Jobs indirectly created by an assisted activity (i.e., trickle-down jobs) may not be counted.

SECTION 3. PROGRAM PARTICIPATION PERIOD & EMPLOYMENT START DATE

The required period of time for program compliance and loan forgiveness is one-year (the "Participation Period"), the start date is determined by the following.

- a. In cases where the business is a new business, the Participation period will begin on the business opening date or the date of the first Program eligible job created, whichever is later.
- b. If Program funds are used for the rehabilitation of an existing business, the notice of completion date will begin the Participation Period, or the date of the first Program eligible job created, whichever is later.

SECTION 4. FULL-TIME EQUIVALENT (FTE) DEFINED

For the purposes of this program, Full-Time Equivalent (FTE) is defined as forty (40) hours of paid full-time work in a seven-day period.

SECTION 5. LOAN CONDITIONS, RATES, AND TERMS

The maximum loan amount obtainable under the program is \$10,000.00, which shall be used in accordance with the provisions of a signed Program Loan Agreement between the City and the Participants in conformance with all requirements of the City of Lomita American Rescue Plan Act – Business Assistance Program (the "Requirements"). The Loan shall be evidenced by a promissory note (the "Note," attached as Exhibit "A"), signed by the Owners, meaning all business owners. The Loan will accrue interest at the rate of 1% per annum simple interest and does not require monthly payments. There is no pre-payment penalty, and the Owners may repay the loan at any time within the Program year.

At the conclusion of the Participation Period, Owner shall be entitled to a full credit of any principal and interest due on the Program Loan, provided that they have complied with all Requirements and are in compliance with the Agreement.

The City will generally follow the rules of the Small Business Administration as to qualification of guarantors:

- a. Active Management with any ownership equity in borrower must guaranty; and
- b. Shareholders/owners of 20% or more equity in borrower must guaranty regardless of active involvement in management.

The Program loan, accrued interest, and any other amounts due under the Program Loan Agreement is due upon the earlier of:

- a. The Owner's cessation of business at the site. The term "cessation of business" shall mean when the site is no longer used as the principal place of business for Participant's business. Participant shall give City written notice not less than thirty (30) days prior to cessation of business. If Participant should cease business at the site, Participant shall pay to the City, in cash, within fifteen (15) days of the Participant's receipt of written notification from the City of the balance due on the Note;
- b. The sale, conveyance, transfer, hypothecation of the security, or any part thereof, or any interest therein, or divestment of title or any interest therein in any manner or way, whether voluntarily or involuntarily, without the prior written consent of the City being first had and obtained;
- c. Failure to adhere to the provisions of the Program Loan Agreement or Program requirements; or
- d. Failure to perform any obligation under the Deed of Trust securing the Note, or any other Deed of Trust encumbering the security.

The Program Loan is not assumable except under the limited circumstances listed below, which are subject to City Manager or designee review and approval. The following allowable assumptions shall not be construed as a transfer under the provisions of this Program, provided that all obligations of this Agreement and Note are assumed in writing by the transferee and approval is received from the City Manager or designee prior to any proposed changes:

- a. The transfer of the business or business property to the surviving spouse by devise, descent or operation of the law, on the death of an owner;
- b. A transfer where the spouse becomes an owner of the business or business property;
- c. A transfer resulting from a decree of dissolution of marriage, legal separation or from an incidental property settlement agreement by which the spouse becomes an owner of the business or business property;
- d. A transfer of a business owner's interest to an existing co-owner.

SECTION 6. SALES OF BUSINESS DURING PROGRAM TERM

Any business receiving Program funding shall disclose the information and details of the loan upon sale or transfer of the business to any subsequent owner.

In the case of sale of a participating business during the one-year Program term, in order to avoid loan default, the new buyer must provide a complete application and written agreement to the City affirming assumption of all conditions of the grant for the remainder of the term. Such application and agreement must be approved by the City in order to take effect, and such approval shall not be unreasonably withheld.

SECTION 7. LOAN SUBORDINATION

If an existing loan is being refinanced and Program loan subordination is requested, then the refinance cannot increase the amount of the then outstanding debt against the property except to cover the usual and customary fees related to the refinance. All subordination requests are subject to City Manager or designee review and approval.

SECTION 8. LOAN DEFAULT

Should the Owner not meet the obligations as required in the Loan Agreement, loaned funds plus any interest and other costs will be due to the City immediately, provided that the Owner shall have a 30-day opportunity to cure any default. The City will pursue any and all remedies allowed by regulation or law until a resolution is attained. The following occurrences shall warrant City Manager or designee investigation and potential follow up action:

- a. Delinquent payment- whenever the terms of the Note are not being met in a timely manner (delinquent by more than 30 days);
- b. Violation of this Agreement;
- c. Receipt of a bankruptcy notice;
- d. Filing of a "Notice of Default" by another lienholder on real property;
- e. Legal Service, such as Writs of Attachment, Tax Liens, Subpoenas for records;
- f. Death of a debtor or guarantor;
- g. Notice of significant legal action against borrower/guarantor;
- h. Returned mail from borrower's address by Post Office; or
- i. A "Skip Trace" inquiry from another creditor.

Unpaid loan demands will be moved to a non-accrual status at the 90-day delinquency point unless otherwise directed by the Program Manager or designee. Rewriting the entire Note in an effort to provide relief to the borrower should be considered after the City Manager or designee performs a detailed analysis of the financial condition of the borrower and their prospects for timely payment. The Note should only be rewritten if the outcome of that detailed analysis supports that the borrower will be able to repay on the modified terms. The City Manager or designee will review and provide a determination regarding the acceptability of any re-structured Loan with reference to the detailed analysis discussed above.

SECTION 9. UNDESIRABLE CONDITIONS

Utilizing the guidelines developed by the Small Business Administration and the Department of Housing and Urban Development, the following are undesirable conditions justifying rejection of

an application in the absence of mitigating circumstances, as determined by the City Manager or designee:

- a. Requests for credit to repay existing creditors;
- b. Requests for funding for businesses which do not meet the criteria specified in Section 6 A through C;
- c. Loans to restricted membership or discriminatory groups/organizations;
- d. Loans to uses with complete access restrictions based on age, gender, or handicap;
- e. Lack of sufficient equity, or highly leveraged situations as determined by the City Manager or designee;
- f. Felony convictions, dishonorable discharge or "Bad Conduct" discharge from military service (each situation will be independently evaluated); or
- g. A business engaged in any unlawful activity.

SECTION 10. ADDITIONAL REQUIREMENTS

Recipients must abide by all applicable laws and regulations, including but not limited to the following requirements:

- a. Coronavirus State and Local Fiscal Recovery Funds, 26786 Fed. Reg. 26,786 (May 17, 2021) and 31 CFR Part 35, including required portions of 2 CFR Part 200;
- b. American Rescue Plan Act, Public Law No: 117-2;
- c. Federal Register Part II; Code of Federal Regulations Title 24, Housing and Urban Development and Title 42, Public Health, and OMB Regulations;
- d. Asbestos Compliance Per NESHAP (40 CFR Part 61), Cal OSHA Rule 1529, and South Coast AQMD Rule 1403; all applicable asbestos related regulations per Federal, State and local requirements must be adhered to;
- e. Lead-based Paint Compliance. Per 24 CFR 35, Cal OSHA Rule 1532.1, and 40 CFR Part 745; all applicable lead-based paint regulations and requirements must be adhered to;
- f. Environmental Review Commercial/Industrial Rehabilitation – Per 24 CFR Part 58, the National Environmental Policy Act (NEPA) of 1969 – Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities must be adhered to; and
- g. Prevailing Wage Labor Compliance – Federal Prevailing Wage requirements of the Davis-Bacon and Related Acts (DBRA) and the Federal Labor Standards Provisions (FLSP) apply to construction projects.

Additional requirements, including reporting requirements, may be communicated prior to executing a loan agreement.

SECTION 11. NO PERSONAL LIABILITY

No member, official, agent, legal counsel, or employee of the City shall be personally liable to the Participant, or any successor in interest in the event of any default or breach by the City or for any amount which may become due to Owner or successor or on any obligation under the terms of this Agreement.

SECTION 12. INDEMNIFICATION

The Owner releases the City from, and covenants and agrees that the City shall not be liable for, and covenants and agrees to indemnify and hold harmless the City and its officials, officers, employees, and agents from and against any and all losses, claims, damages, liabilities, or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from or in any way connected with directly or indirectly with the façade improvement(s). The Owner further covenants and agrees to pay for or reimburse the City and its officials, officers, employees, and agents for any and all costs, reasonable attorney's fees, liabilities, or expenses incurred in connection with investigating, defending against or otherwise in connection with any such losses, claims, damages, liabilities, or causes of action. The City shall have the right to select legal counsel and to approve any settlement in connection with such losses, claims, damages, liabilities, or causes of action. The provisions of this section shall survive the completion of said Job Creation Program.

SECTION 13. BODILY INJURY AND PROPERTY DAMAGE INSURANCE.

Participant shall obtain and maintain such liability insurance as the City may require which shall protect Participant, City from claims for such damages. The insurance required by this Agreement shall include a commercial general liability policy with policy limits of not less than One Million Dollars (\$1,000,000.00) combined single limit, including contractual liability. Such insurance shall be maintained until the repayment by Participant of City's Loan. City may terminate this Agreement and demand payment of all amounts outstanding due under the Loan if the above insurance is not maintained.

Participant shall furnish an original certificate of insurance countersigned by an authorized agent of the insurance carrier on a form of the insurance carrier setting forth the general provisions of the insurance coverage. This countersigned certificate for the liability policies named above shall name the City as additional insureds under the policy. The certificate by the insurance carrier shall contain a statement of obligation on the part of the carrier to notify City by certified mail of any material change, cancellation or termination of the coverage at least thirty (30) days in advance of the effective date of any such material change, cancellation or termination. Coverage provided hereunder by Participant shall be primary insurance and not contributing with any insurance maintained by City, and the policy shall contain such an endorsement. The insurance policy or the certificate of insurance shall contain a waiver of subrogation for the benefit of City. The required certificate shall be furnished by Participant within ten (10) days following City's execution of this Agreement.

SECTION 14. LOCAL EMPLOYMENT

To the greatest extent possible, Participant shall employ lower income residents of the City or area in its operations at the Site. (Section 3, Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 et. sec.).

SECTION 15. NONDISCRIMINATION

The Owner shall not discriminate against any employee or applicant for employment because of age, sex, marital status, race, handicap, color, religion, creed, ancestry, or national origin.

SECTION 16. ENFORCED DELAY: EXTENSION OF TIMES OF PERFORMANCE

In addition to specific provisions of this Agreement, performance by either party hereunder shall

not be deemed to be in default where delays or defaults are due to war; insurrections; strikes; lock-outs; riots, floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; litigation (including unlawful detainer actions and condemnation actions); unusually severe weather; inability to secure necessary labor, materials and tools; delays of any contractor, subcontractor or supplier; acts of the other party; acts or failure to act of the City or any other public or governmental entity (other than that acts or failure to act of City shall not excuse performance by City) or any other causes beyond the control or without the fault of the party claiming an extension of time to perform. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by City and Participant.

SECTION 17 ENTIRE AGREEMENT.

This Agreement contains the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date first appearing above.

BUSINESS OWNER

CITY OF LOMITA

Christine Bermudez

Name

City Administrator



Signature

Signature

BUSINESS OWNER

Noriel Bermudez

Name

Name



Signature

Signature

PROMISSORY NOTE

\$ 10,000 . 00April 18, 20
Lomita, CaliforniaFor value received, Corridor Flow, LLC, a Coffee Shop
Name

("Borrower"), promises to pay the **City of Lomita**, a public body, corporate and politic, duly organized and existing under the laws of the State of California (the "City"), the principal sum of

Ten Thousand dollars (10,000 . 00), ("Loan Amount"),
[dollar amount in text writing] *(dollar amount in numerical representation)*

together with interest from the date hereof, at an interest rate of one percent (1%) per annum, until fully paid, in lawful money of the United States of America, subject to the terms, conditions and limitations contained in this Note.

1. This Note is being given in consideration of Borrower's obligations under that certain Job Creation Program Agreement by and between the City and Borrower, dated April 18, 2023 (the "Job Creation Agreement"). Pursuant to the Job
Month Day Year
 Creation Agreement, the City has provided the Loan Amount to the Borrower for the purpose of creating one permanent full-time equivalent position for a low-income person. This Note is to be construed in conjunction with the Job Creation Agreement.

2. So long as Borrower is not in default under the Job Creation Agreement or this Note, and subject to the limitations in this Note, the principal and accrued interest shall be due and payable at the one year anniversary of the Effective Date of the Job Creation Agreement. Further, the Borrower may repay the Loan Amount at any time within one year from the Effective Date of the Job Creation Agreement. Borrower shall be entitled to a full credit of any principal and interest due on the Loan Amount, provided that they have complied with all the requirements in this Note and Job Creation Agreement.

3. Any notice to Borrower provided for in this Note shall be given by personal delivery or by mailing such notice by first class or certified mail, return receipt requested, addressed to Borrower at the address stated in the Job Creation Agreement.

4. The occurrence of any of the following shall constitute an event of default under this Note: any default by Borrower under this Note or the Job Creation Agreement. Upon the occurrence of any event of default, or at any time thereafter, at the option of the City, the entire unpaid principal and interest owing on this Note shall become immediately due and payable. This option may be exercised at any time following any such event, and the acceptance of one or more installments thereafter shall not constitute a waiver of City's options. City's failure to exercise such option shall not constitute a waiver of such option with respect to any subsequent event. City's failure in the exercise of any other right or remedy hereunder or under any agreement which secures the indebtedness related thereto shall not affect any right or remedy and no single or partial exercise of any such right or remedy shall preclude any further exercise thereof.

5. Borrower agrees to pay the following costs, expenses and attorneys' fees paid or incurred by the City or adjudged by a Court: (a) reasonable costs of collection, costs and expenses, and attorneys' fees paid or incurred in connection with the collection or enforcement of this Note or Job Creation Agreement or any part of it or of any covenant of this Note or Job Creation Agreement, whether or not suit is filed; (b) costs of suit and such sum as the Court may adjudge as attorneys' fees in any action to enforce payment of this Note or any part of it; and (c) costs of suit and such sum as the Court may adjudge as attorneys' fees in any other litigation or controversy connected with this Note or Job Creation Agreement, including, but not limited to actions for declaratory relief that the City is required to prosecute and defend and actions for relief based on rescission, or actions to cancel this Note that the City is required to defend.

6. This Note is nonnegotiable and not transferable by the Borrower. The City, at its sole option, may negotiate transfer or assumption of this Note.

7. The Borrower shall have the right to prepay, at any time and from time to time, all or any portion of the amounts owing under this Note without any premium or penalty.

8. This Note and all of the covenants, promises and agreements contained in it shall be binding upon and inure to the benefit of the respective legal and personal representatives, devisees, heirs, successors and assigns of the City and Borrower.

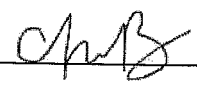
9. This Note shall be construed in accordance with and be governed by the laws of the State of California.

Executed at Lomita, California, on this _____ day of _____, 20____.

BORROWER:

Corridor Flow, LLC
Name

a Coffee Shop

By: Christine Bermudez 

Its: Co-owner

CITY:

City of Lomita

By: _____

Its: _____



CITY OF LOMITA CITY COUNCIL REPORT

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

FROM: Ryan Smoot, City Manager

PREPARED BY: Carla Dillon, P.E., Director of Public Works/City Engineer

MEETING DATE: May 16, 2023

SUBJECT: Lease Agreement with the Hillside Memorial Park for 25 Acre-Feet of Unused FY 2022-2023 Groundwater Pumping Rights

RECOMMENDATION

Approve a lease agreement with the Hillside Memorial Park for 25 acre-feet of unused FY 2022-2023 groundwater pumping rights at a price of \$110.00 per acre-foot for a total of \$2,750; and authorize the City Manager and City Clerk to execute the agreement.

BACKGROUND

As in previous years, staff sought entities to lease groundwater pumping rights from the City of Lomita. The City had previously executed an agreement with Hillside Memorial Park in June 2022, granting them 50 acre-feet of groundwater pumping rights.

The City's annual adjudicated groundwater pumping rights are 1,352 acre-feet. Additionally, the City currently has 1,102 acre-feet of unused water pumping rights that were carried over from FY 2021-22.

There has been 0.00 acre-feet of groundwater pumped to date this fiscal year. Although the Cypress Water Production Facility (CWPF) and Well #5 are currently off-line, construction of the upgraded treatment system is nearing completion. Pumping from Well #5 may begin in the next month for development and testing of the upgraded treatment system at the CWPF, with up to 7 acre-feet of water pumped. Therefore, an estimated 2,447 acre-feet of water rights for lease in FY 2023-2024.

As such, there are sufficient unused pumping rights available to lease the requested 25 acre-feet to the Hillside Memorial Park. The table below shows a summary of the City's available and used water pumping rights.

Annual Water Rights	1,352 Acre-Feet
Carryover from FY 2021-22	1,102 Acre-Feet
Total Water Rights (FY 2022-2023)	2,454 Acre-Feet
Total Pumped (July-April)	0.00
Estimated Pumping (May-June)	7.00
Previously leased	0.00
Balance Available for Lease	2,447 Acre-Feet

Staff recommends that the proposal be accepted, and a lease agreement be executed for the lease of 25 acre-feet at the price of \$110 per acre-foot. The agreement is contingent on receipt of payment from the Hillside Memorial Park and approval of the lease agreement by the West Coast Basin Water Rights Panel.

FISCAL IMPACT

The City will receive \$2,750.00 by executing the attached lease agreement with the Hillside Memorial Park. This revenue was not budgeted.

OPTIONS:

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

ATTACHMENT:

1. Lease Agreement

Reviewed by:



Gary Sugano
Assistant City Manager

Approved by:



Ryan Smoot
City Manager

Prepared by:



Carla Dillon, P.E.
Director of Public Works

**WATER RIGHT LICENSE AND AGREEMENT
(West Coast Basin)**

For a valuable consideration, **CITY OF LOMITA** (Licensor) hereby grants to **HILLSIDE MEMORIAL PARK** (Licensee): a license to extract 25 acre-feet of Licensor's Adjudicated Right allocated to Licensor (or predecessors in interest) under and pursuant to Judgment dated August 18, 1961, and entered in Los Angeles Superior Court Case No. 506806 entitled "California Water Service Company, et al. vs. City of Compton, et al. " during the period commencing July 1, 2022, and continuing to and including June 30, 2023.

Said License is granted subject to the following conditions:

1. Licensee shall exercise said right and extract the same on behalf of Licensor during the period above specified and put the same to beneficial use and Licensee shall not by the exercise hereunder of said right acquire any right to extract water independent of the rights of Licensor.
2. Licensee shall pay to the Licensor a fee in the sum of \$110.00/acre foot pumped. Further, Licensee shall pay assessments levied on the pumping of said ground waters by the Water Replenishment District of Southern California (WRD).
3. Licensee shall notify the WRD that said pumping was done pursuant to this license and provide the WRD with a copy of this signed document.
4. Licensee shall note, in any recording of water production for the period of agreement, that said pumping was done pursuant to this license.
5. Licensee's Adjudicated Right shall, with flex (shall, with flex) (shall not, without flex) be increased by the amount hereby leased when computing carryover or allowable overextraction as provided by Part V in said Judgment.

CITY OF LOMITA warrants that it has 25 acre-feet of Adjudicated Right and that it has not pumped and will not pump or permit or license any other person to pump any part of said 25 acre-feet during the period of July 1, 2022, through June 30, 2023.

[Signatures on following page]

This lease may be signed by the parties by facsimile, electronic or digital signature, and such signature shall be deemed valid and binding on the party signing this lease in that manner.

Dated: _____

City of Lomita

Signed By: _____

Title: City Manager

Dated: _____

Hillside Memorial Park

Signed By: _____

Title: General Manager

ATTEST:

Kathleen Horn Gregory, City Clerk

APPROVED AS TO FORM:

Trevor Rusin, City Attorney



CITY OF LOMITA CITY COUNCIL REPORT

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

FROM: Ryan Smoot, City Manager

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

MEETING DATE: May 16, 2023

SUBJECT: Memorandum of Agreement for the Coordinated Integrated Monitoring Program and Watershed Management Program for the Dominguez Channel Watershed Management Area

RECOMMENDATION

Approve the Memorandum of Agreement (MOA) between the City of Los Angeles, the City of Carson, the City of El Segundo, the City of Hawthorne, the City of Inglewood, the City of Lawndale, the City of Lomita, Los Angeles County Flood Control District, the County of Los Angeles, and the South Bay Cities Council of Governments regarding the administration and cost sharing for implementing the Coordinated Integrated Monitoring Program (CIMP) and Watershed Management Program (WMP) for the Dominguez Channel Watershed Management Area; authorize the Mayor to sign the MOA; and authorize Lomita's estimated share of the funding, \$269,802 over three years.

BACKGROUND

The Municipal Separate Storm Water System (MS4) National Pollutant Discharge and Elimination (NPDES) Permit was originally adopted by the Los Angeles Regional Water Quality Control Board (Regional Board), on November 8, 2012. An updated order was issued on July 23, 2021. The MS4 Permit contains many requirements for a Watershed Management Program (WMP), Coordinated Integrated Monitoring Program (CIMP), and on-going reporting.

On June 16, 2014, the City Council authorized the submittal of a Letter of Intent to the Regional Board to join the Dominguez Channel Watershed Management Group, which was pursuing an EWMP for the Dominguez Channel Watershed. The Dominguez Channel WMP group includes the cities of Los Angeles, Hawthorne, El Segundo, Inglewood, Lomita, Lawndale, Carson, and the County of Los Angeles. The Enhanced WMP plan was approved by the Regional Board on April 21, 2016 and identifies potential

project locations and Best Management Practices (BMPs), and serves as a road map to improve water quality in the watershed.

Another component of the WMP plan is to implement the Coordinated Integrated Monitoring Program (CIMP) for the Dominguez Channel Watershed Management Area, including Machado Lake to which the City of Lomita discharges storm water. The CIMP is necessary as it provides compliance with all the specific monitoring requirements of the MS4 Permit, including:

- Assessing the chemical, physical, and biological impacts of discharges from the MS4 Permit on receiving waters,
- Assessing compliance with receiving water limitations and water quality-based effluent limitations established to implement Total Maximum Daily Load wet weather and dry weather waste load allocations,
- Characterizing pollutant loads in MS4 Permit discharges,
- Identifying sources of pollutants in MS4 Permit discharges, and
- Measuring and improving the effectiveness of pollutant controls implemented under the MS4 Permit.

Many of these activities require services of trained and skilled professionals who perform sampling on short notice during rain events. Pooling resources to collectively perform these services is critical for Lomita to comply with the regulations.

On April 5, 2016, the City approved the initial MOA outlining the roles and responsibilities of all the agencies in administering the CIMP and approving the City's share of costs for program implementation for FY 2015-16 through FY 2017-18. On April 17, 2018, the City approved an MOA covering fiscal years 2018-19 through 2022-23.

The current proposed MOA outlines the costs for implementation of the WMP and CIMP for FY 2023-24 through FY 2025-26. As in the previous MOAs, the City of Los Angeles is designated as the lead agency and will administer the compliance monitoring required by the CIMP and other WMP related tasks. Additionally, the South Bay Cities Council of Governments (SBCCOG) will continue to administer collection of each member agency's share of the cost of program implementation.

OPTIONS:

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

FISCAL IMPACT

The table below indicates the annual costs to the City as indicated in Exhibit B of the MOA.

FY 23-24	FY 24-25	FY 25-26	Total
\$88,802	\$85,083	\$95,917	\$269,802

The funding source for these expenses is proposed to be funded using local Municipal return from the Safe Clean Water funds.

ATTACHMENTS

1. Memorandum of Agreement

Reviewed by:



Gary Y. Sugano
Assistant City Manager

Approved by:



Ryan Smoot
City Manager

Prepared by:



Carla Dillon, PE
Public Works Director

MEMORANDUM OF AGREEMENT

BETWEEN THE CITY OF LOS ANGELES, THE CITY OF CARSON, THE CITY OF EL SEGUNDO, THE CITY OF HAWTHORNE, THE CITY OF INGLEWOOD, THE CITY OF LAWNDALE, THE CITY OF LOMITA, LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, THE COUNTY OF LOS ANGELES, AND THE SOUTH BAY CITIES COUNCIL OF GOVERNMENTS

REGARDING THE ADMINISTRATION AND COST SHARING FOR IMPLEMENTING THE COORDINATED INTEGRATED MONITORING PROGRAM (CIMP) AND WATERSHED MANAGEMENT PROGRAM (WMP) FOR THE DOMINGUEZ CHANNEL WATERSHED MANAGEMENT AREA

This Memorandum of Agreement (MOA), including its attachments, exhibits and schedules, is made and entered into as of July 1st, 2023 by and between THE SOUTH BAY CITIES COUNCIL OF GOVERNMENTS (SBCCOG), a California Joint Powers Authority, and THE CITY OF LOS ANGELES (CITY), a municipal corporation, THE CITY OF CARSON, a municipal corporation, THE CITY OF EL SEGUNDO, a municipal corporation, THE CITY OF HAWTHORNE, a municipal corporation, THE CITY OF INGLEWOOD, a municipal corporation, THE CITY OF LAWNDALE, a municipal corporation, THE CITY OF LOMITA, a municipal corporation, LOS ANGELES COUNTY FLOOD CONTROL DISTRICT (LACFCD), a body corporate and politic, and the COUNTY OF LOS ANGELES (COUNTY), a political subdivision of the State of California. Collectively, these entities shall be known herein as PARTIES or individually as PARTY.

RECITALS

WHEREAS, the U.S. Environmental Protection Agency (USEPA) and the California Regional Water Quality Control Board, Los Angeles Region (Regional Board) have classified the Greater Los Angeles County Municipal Separate Storm Sewer System (MS4) as a large MS4 pursuant to 40 Code of Federal Regulations (CFR) section 122.26(b)(4) and a major facility pursuant to 40 CFR section 122.2; and

WHEREAS, the Regional Board adopted the 2012 National Pollutant Discharge Elimination System (NPDES) MS4 Permit Order No. R4-2012-0175 on November 8, 2012, which was re-adopted in the 2021 Regional Phase I MS4 Permit Order No. R4-2021-0105; and

WHEREAS, the 2012 MS4 Permit became effective on December 28, 2012, and required that LACFCD, the COUNTY, and 84 of the 88 cities within Los Angeles County comply with its prescribed elements; and

WHEREAS the 2021 MS4 Permit became effective on September 11, 2021, superseding the 2012 MS4 Permit, and requires that LACFCD, the COUNTY, 85 cities within the coastal watersheds of Los Angeles County, Ventura County Watershed Protection District, the County of Ventura, and 10 cities within Ventura County comply with its prescribed elements; and

WHEREAS, the MS4 Permit identifies the PARTIES as MS4 permittees responsible for compliance with the MS4 Permit requirements pertaining to the PARTIES' collective jurisdictional area in the Dominguez Channel Watershed Management Area as identified in Exhibit D of this MOA; and

WHEREAS, the CITY and the cities of Carson, El Segundo, Hawthorne, Inglewood, Lawndale, Lomita, and LACFCD and the COUNTY formed the Dominguez Channel Watershed Management Group (DC WMG) to collaborate on the CIMP and the WMP in accordance with the MS4 Permit, and the CITY serves as the DC WMG Lead Agency; and

WHEREAS, the PARTIES desire to have the SBCCOG: (a) invoice and collect funds from each of the PARTIES to cover the costs of MONITORING SERVICES and WMP-RELATED TASKS and pay the CITY; (b) perform tasks identified in CONTRACT ADMINISTRATION in Exhibit A of this MOA; and

WHEREAS, the PARTIES desire to collaborate on the development of a WMP and CIMP in accordance with the MS4 Permit for a portion of the Dominguez Channel Watershed Management Area as identified in Exhibit D of this MOA to comply with all applicable monitoring requirements of the MS4 Permit; and

WHEREAS, the WMP was submitted to the Regional Board by the PARTIES on June 25, 2015, and was approved by the Regional Board on April 20, 2016; and

WHEREAS, a revised WMP was submitted to the Regional Board by the PARTIES on June 29, 2021 and is pending approval; and

WHEREAS, the first CIMP was submitted to the Regional Board by the PARTIES on April 18, 2016, and was approved by the Regional Board on July 1, 2016; and

WHEREAS, a revised CIMP was submitted to the Regional Board by the PARTIES on March 11, 2023 and is pending approval; and

WHEREAS, the PARTIES have agreed to cooperatively share and fully fund the estimated costs of the implementation of the CIMP and WMP; and

WHEREAS, the PARTIES agree that each shall assume full and independent responsibility for ensuring its own compliance with the MS4 Permit notwithstanding this MOA; and

WHEREAS, the PARTIES desire to have the SBCCOG: (a) invoice and collect funds from each of the PARTIES to cover the cost of MONITORING SERVICES and WMP-RELATED TASKS and pay the CITY; (b) perform tasks identified in CONTRACT ADMINISTRATION in Exhibit A of this MOA;

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the PARTIES, and of the promises contained in this MOA, the PARTIES agree as follows:

Section 1. Recitals. The recitals set forth above are true and correct and fully incorporated into this MOA.

Section 2. Purpose. The purpose of this MOA is to cooperatively fund the MONITORING SERVICES and WMP-RELATED TASKS, as set forth in Exhibit A of this MOA.

Section 3. Cooperation. The PARTIES shall fully cooperate with one another to attain the purposes of this MOA.

Section 4. Voluntary. The PARTIES have voluntarily entered into this MOA for the implementation of the MONITORING SERVICES and WMP-RELATED TASKS and authorize the SBCCOG to administer the cost-sharing.

Section 5. Term. This MOA shall become effective on July 1, 2023 and shall remain in effect for three (3) years up to and including June 30, 2026. The MOA may be extended, through mutual agreement of the PARTIES.

Section 6. Commitment. Once effective, the PARTIES agree to uphold the promises contained in this MOA for the duration of the agreed upon term. The PARTIES agree that costs, expenses, fees, liabilities, and obligations incurred by the CITY in performing MONITORING SERVICES in accordance with Tables 2-2D(i) of Exhibit B and WMP-RELATED TASKS in accordance with Tables 3-3B of Exhibit B prior to the execution date of this MOA but after July 1, 2023, shall be cost-shared under this Agreement according to the amounts specified in Exhibit B and shall be included in the first invoice.

Section 7. THE PARTIES AGREE:

- a. Monitoring Services. The CITY will perform the MONITORING SERVICES as defined in Exhibit A.
- b. WMP-Related Tasks. The CITY and the SBCCOG will perform the WMP-RELATED TASKS, as defined in Exhibit A.
- c. Reporting. Each PARTY hereto authorizes the CITY to prepare and submit reports to the Regional Board as required by the MS4 Permit. In addition, the CITY will submit to the PARTIES the data used to prepare the reports. This data

will be transmitted electronically to all PARTIES and as requested by the Regional Board. The CITY will provide sufficient time to the PARTIES to review the prepared reports. The CITY shall consider incorporating such comments received and answering a PARTY's questions to the best of its abilities prior to its submittal to the Regional Board.

- d. Contract Administration. The SBCCOG will be responsible for CONTRACT ADMINISTRATION, as defined in Exhibit A.
- e. Communication. To the extent the PARTIES have communications related to CONTRACT ADMINISTRATION as defined in Exhibit A, such communications shall be directed to the SBCCOG. Communications concerning MONITORING SERVICES and WMP-RELATED TASKS under this Agreement shall be directed to the DC WMG Lead Agency. Written notice will be provided to the PARTIES should contact information from the SBCCOG and/or the DC WMG Lead Agency change.
- f. Contracting. The PARTIES contemplate that other individual NPDES permit holders may wish to participate in the MONITORING SERVICES without being a PARTY to this MOA. In the event that another NPDES permittee wants to participate in the MONITORING SERVICES, the SBCCOG may enter into an individual separate agreement with such individual NPDES permittee. The individual NPDES permittee will not become a PARTY to this MOA but will be responsible for its proportionate share of the costs for those MONITORING SERVICES. If other individual NPDES permit holders' participation modifies the PARTIES' proportionate cost share, each PARTY's proportional payment obligation shall be modified administratively in Exhibit B.

Section 8. Invoicing and Payment

- a. Invoicing. The SBCCOG will invoice all PARTIES, except the CITY, annually in amounts not exceeding the invoice amounts shown in Table 1 of Exhibit B. The annual invoices will be issued by the SBCCOG to the PARTIES in July of each calendar year for their proportional share of the estimated cost for MONITORING SERVICES and WMP-RELATED TASKS, including SBCCOG's Contract Management Fee, for the fiscal year, as shown in Table 1 of Exhibit B. The first invoice will be issued in July 2023 or upon the execution of this Agreement, whichever is later. The PARTIES hereby acknowledge and ratify services performed on or after the earlier of July 1st, 2023 or the date of the last signature of the PARTIES that are performed in accordance with the terms and conditions of the MOA. Such services shall be included in the first invoice and reimbursable pursuant to this MOA. The CITY will invoice the SBCCOG for tasks performed, deducting the CITY's cost portion for such tasks and the CITY's cost portion for the SBCCOG's Contract Management Fee. The CITY shall provide SBCCOG an

accounting of the MONITORING SERVICES, and any WMP-RELATED TASKS completed during each annual payment term consistent with the format as shown in Exhibit E.

- b. Annual Payment. Each PARTY, excluding the CITY, shall pay the SBCCOG for their invoice within sixty (60) days of receipt of the invoice from the SBCCOG.
- c. Late Payment Penalty. Any payment that is not received within sixty (60) days following receipt of the invoice from SBCCOG shall be subject to a late payment of 10%. Interest on any late payments shall accrue at the rate of 1% per month for each month a payment is past due.
- d. Delinquent Payments. A payment not made within three hundred and sixty-five (365) days after receipt of the invoice from the SBCCOG shall result in the SBCCOG notifying the Regional Board and the PARTIES that the delinquent PARTY is no longer a participating member of the CIMP or WMP. The PARTY shall be deemed to have withdrawn from this MOA and the remaining PARTIES' cost share allocation shall be adjusted in accordance with the cost allocation formula in Table 1 of Exhibit B. Withdrawal shall not relieve a PARTY's obligation to pay its proportionate share of costs that were due at the time of the deemed withdrawal.
- e. Contingency. Each PARTY's annual invoice will include a contingency of fifteen percent (15%) for MONITORING SERVICES and fifteen percent (15%) for WMP-RELATED TASKS, as shown in Table 1 of Exhibit B. Contingency funds will be held by SBCCOG until such time as they are needed. Contingency funds that are used will be applied to each PARTY based on its proportional share. No PARTY will be obligated to pay for additional expenditures which exceed its contingency amounts without an amendment to this MOA.
 - i. Monitoring Services Contingency. The CITY shall have access to the MONITORING SERVICES Contingency, for paying for or otherwise implementing the MONITORING SERVICES defined in Exhibit A of this MOA. The CITY shall notify the PARTIES before use of the MONITORING SERVICES Contingency is appropriate or required as soon as practicable, but any failure to notify any PARTY or the PARTIES shall not alter, eliminate, or affect the CITY's right to payment. The CITY will indicate the amount of MONITORING SERVICES Contingency used in its applicable invoice(s) to the SBCCOG for implementation of the MONITORING SERVICES. Should the CITY determine in its reasonable discretion that the MONITORING SERVICES Contingency not be necessary for MONITORING SERVICES, the PARTIES may administratively shift these funds to be used for WMP-RELATED TASKS and do so using the process defined in Section 9(c).

- ii. WMP-Related Tasks Contingency. The PARTIES may utilize WMP-RELATED TASKS Contingency to complete projects consistent with the WMP-RELATED TASKS defined in Exhibit A. To utilize WMP-RELATED TASKS Contingency, the DC WMG shall discuss the proposed activity and the DC WMG will come to a majority consensus, using the process defined in Section 9(c), as to whether to move forward with the use of WMP-RELATED TASKS Contingency and the process for implementation. The SBCCOG shall utilize the WMP-RELATED TASKS Contingency to reimburse the entity responsible for administering the approved WMP-RELATED TASK funded by the WMP-RELATED TASKS Contingency. Should the WMP-RELATED TASKS Contingency not be necessary for WMP-RELATED TASKS, the PARTIES may administratively shift these funds to be used for MONITORING SERVICES, using the process defined in Section 9(c).
- f. Shifting of Funds. The PARTIES may shift funds collected under this MOA between MONITORING SERVICES and WMP-RELATED TASKS administratively, without an amendment to this MOA, provided that the overall amount does not exceed the total not-to-exceed amount of this MOA or a PARTY'S annual proportional cost, as set forth in Table 1 of Exhibit B, and if approved by a majority consensus, using the process defined in Section 9(c). Should the CITY require a shift in funds between MONITORING SERVICES and WMP-RELATED TASKS in order to implement the MONITORING SERVICES and WMP-RELATED TASKS, it shall notify the SBCCOG before shifting these funds.
- g. Contract Management Fee. The SBCCOG will receive a Contract Management Fee of \$50,000 per year for administration of this MOA by the SBCCOG. Each PARTY will be assessed its proportionate share of the annual Contract Management Fee as shown in Table 4 of Exhibit B.
- h. Reconciliation of this MOA. At the end of the MOA, the SBCCOG will provide the PARTIES with an accounting of actual expenditures, consistent with the format as shown in Exhibit E, within ninety (90) days. Any unexpended funds held by SBCCOG at the termination of this MOA will be rolled-over to cover expenses in any subsequent MOA. PARTIES may request in writing a refund or credit of any unexpended funds by the SBCCOG, in accordance with the distributed cost formula set forth in Table 1 of Exhibit B.

Section 9. THE PARTIES FURTHER AGREE:

- a. Documentation. The PARTIES agree to promptly provide at no cost to the CITY all requested information and documentation in their possession that the CITY, in

its discretion, deems to be necessary or helpful for the performance of the MONITORING SERVICES and WMP-RELATED TASKS.

- b. Access. During the term of this MOA on an as-needed basis, each PARTY shall allow the CITY or its contractor reasonable access and entry to land, facilities and structures owned, operated, or controlled by the PARTY, which access and entry are necessary or helpful for the CITY or its contractor to perform MONITORING SERVICES and WMP-RELATED TASKS (FACILITIES). The FACILITIES shall include but not be limited to the PARTY's storm drains, channels, catch basins, and similar, provided, however, that prior to entering any of the PARTIES' FACILITIES, the CITY or its contractor, as applicable, shall provide seventy-two (72) hours' advance written notice of entry to the applicable PARTY, or in the cases where seventy-two (72) hours' advance written notice is not possible, such as in cases of unforeseen wet weather, the CITY or its contractor shall provide written notice to the applicable PARTY as early as reasonably possible. Any PARTY, including LACFCD, agrees to provide the CITY or its contractor a "no-fee" Access Permit to its FACILITIES. This Access Permit does not cover any fees that may be required for Construction Permits for the installation of permanent monitoring equipment. The CITY shall secure any required necessary permits prior to entry.
- c. Consensus. The PARTIES agree that consensus in the DC WMG will be determined by a majority (50%) voting of the DC WMG members based on each PARTY's percentage land area of the Watershed as shown in Exhibit D. Consensus shall be reached using an e-mail vote of DC WMG members. Any PARTY that does not respond to a vote within five (5) business days shall be considered to support the majority consensus.
- d. Participation. Each PARTY shall designate an individual to provide representation at the DC WMG that is authorized to provide official input on behalf of the PARTY. Each PARTY shall ensure that a representative attends the DC WMG meetings and, if necessary, responds to e-mail communication.
- e. Additional Activities. The PARTIES agree that additional activities may arise in the course of implementing this MOA, and there may be interest in utilizing funds collected through this MOA or pursuing additional funds, including but not limited to the Safe Clean Water Program, to complete those projects. The DC WMG, led by the DC WMG Lead Agency, shall discuss and determine additional activities to be completed and the implementation approach to completing those projects. The DC WMG will determine which activities to pursue in accordance with the consensus process defined in Section 9(c). Any other PARTY that does not desire to participate in an additional activity can submit a written request to the SBCCOG that they do not desire to be part of the activity. The non-participating PARTY will not be responsible for its proportionate share of funds to complete

the additional project, and the cost will be recalculated amongst the remaining PARTIES.

Section 10. Indemnification. Each PARTY shall indemnify, defend, and hold harmless each other PARTY, on a pro rata basis, including its special districts, their member agencies, elected and appointed officers, employees, agents, attorneys, and designated volunteers from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses (including reasonable attorneys and expert witness fees), arising from or connected with this MOA; provided, however, that no PARTY shall indemnify another PARTY for that PARTY's own negligence or willful misconduct.

Section 11. Termination

- a. Noticing. Any PARTY may withdraw from this MOA for any reason, in whole or part, by giving the SBCCOG and the Regional Board thirty (30) days written notice thereof. Withdrawing PARTIES shall remain wholly responsible for their proportional share of the costs of MONITORING SERVICES and WMP-RELATED TASKS for any fiscal year for which the PARTY has not withdrawn. Withdrawing PARTIES shall not be entitled to any refunds. Each PARTY shall also be responsible for the payment of its own fines, penalties or costs incurred as a result of the non-performance of the CIMP and/or WMP. Upon withdrawal by the SBCCOG, the PARTIES shall meet and confer to designate an alternate organization to accept the SBCCOG's responsibilities under this MOA.
- b. Default. If a PARTY fails to comply with any of the terms or conditions of this MOA, that PARTY shall forfeit its rights to the work completed through this MOA, but no such forfeiture shall occur unless and until the defaulting PARTY has first been given notice of its default and a reasonable opportunity to cure the alleged default.
- c. Equipment Ownership. Devices such as automatic sampling stations - inclusive of a cabinet, sampling equipment, ancillary devices, power supplies (EQUIPMENT) may be installed to implement the CIMP. Any PARTY voluntarily terminating membership will not be entitled to a refund for the portion of the share paid to acquire and to operate the EQUIPMENT nor for the remaining value of the EQUIPMENT, if any. The operational life of such EQUIPMENT is approximately seven years, and after which it may be obsolete or may require major remodel or replacement of electrical and mechanical components costing equivalent to a purchase of a new EQUIPMENT. The remaining PARTIES agree to own, operate and maintain and or replace the EQUIPMENT.

Section 12. General Provisions

- a. Notices. Any notices, bills, invoices, or reports relating to this MOA, and any request, demand, statement, or other communication required or permitted hereunder shall be in writing and shall be delivered to the representatives of the PARTIES at the addresses set forth in Exhibit C attached hereto and incorporated herein by reference. PARTIES shall promptly notify each other of any change of contact information, including personnel changes, provided in Exhibit C. Written notice shall include notice delivered via e-mail or fax. A notice shall be deemed to have been received on (a) the date of delivery, if delivered by hand during regular business hours, or by confirmed facsimile or by e-mail; or (b) on the third (3rd) business day following mailing by registered or certified mail (return receipt requested) to the addresses set forth in Exhibit C.
- b. Administration. For the purposes of this MOA, the PARTIES and SBCCOG hereby designate as their respective representatives the persons named in Exhibit C. The designated representatives, or their respective designees, shall administer the terms and conditions of this MOA on behalf of their respective entities. Each of the persons signing below on behalf of a PARTY or the SBCCOG represents and warrants that he or she is authorized to sign this MOA on behalf of such entity.
- c. Relationship of the Parties. The PARTIES to this MOA are, and shall at all times remain as to each other, wholly independent entities. No PARTY shall have power to incur any debt, obligation, or liability on behalf of any other PARTY unless expressly provided to the contrary by this MOA. No employee, agent, or officer of a PARTY shall be deemed for any purpose whatsoever to be an agent, employee, or officer of another PARTY.
- d. Amendment. The terms and provisions of this MOA may not be amended, modified, or waived, except by an instrument in writing signed by all non-delinquent PARTIES and the SBCCOG. Such amendments may be executed by those individuals listed in Exhibit C or by a person authorized to execute such amendment on behalf of each PARTY.
- e. Law to Govern. This MOA is governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. In the event of litigation related to this MOA, venue in the State Superior Court or Federal District Court shall lie exclusively in the County of Los Angeles.
- f. No Presumption in Drafting. The PARTIES to this MOA agree that the general rule that an MOA is to be interpreted against the PARTY drafting it, or causing it to be prepared shall not apply.

- g. Severability. If any provision of this MOA shall be determined by any court to be invalid, illegal, or unenforceable to any extent, then the remainder of this MOA shall not be affected, and this MOA shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in this MOA.
- h. Entire Agreement. This MOA constitutes the entire agreement of the PARTIES to this MOA with respect to the subject matter hereof.
- i. Waiver. Waiver by any PARTY to this MOA of any term, condition, or covenant of this MOA shall not constitute a waiver of any other term, condition, or covenant. Waiver by any PARTY to this MOA of any breach of the provisions of this MOA shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this MOA.
- j. Counterparts. This MOA may be executed in any number of counterparts, which execution may be by electronic means as defined in Civil Code section 1633.2 and each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to all PARTIES to this MOA.
- k. All PARTIES to this MOA have been represented by counsel in the preparation and negotiation of this MOA. Accordingly, this MOA shall be construed according to its fair language.

IN WITNESS WHEREOF, the PARTIES have caused this MOA to be executed by their duly authorized representatives and affixed as of the date of signature of the PARTIES:

COUNTY OF LOS ANGELES

By _____
Mark Pestrella, Director of Public Works

Date

APPROVED AS TO FORM:

Dawyn R. Harrison
County Counsel

By _____
Deputy

Date

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

By _____
Mark Pestrella, Chief Engineer

Date

APPROVED AS TO FORM:

Dawyn R. Harrison
County Counsel

By _____
Deputy

Date

CITY OF CARSON

By _____
David C. Roberts
City Manager

Date

ATTEST:

By _____
Dr. Khaleah K. Bradshaw
City Clerk

APPROVED AS TO FORM:

By _____
City Attorney

Date

CITY OF EL SEGUNDO

By _____
Darrell George
City Manager

Date

ATTEST:

By _____
Tracy Weaver
City Clerk

APPROVED AS TO FORM:

By _____
Mark D. Hensley
City Attorney

Date

CITY OF LAWNDALE

By _____
Sean M. Moore
City Manager

Date

ATTEST:

By _____
Erica Harbison
City Clerk

APPROVED AS TO FORM:

By _____
Gregory Murphy
City Attorney

Date

CITY OF LOS ANGELES

Date: _____

By: _____
Aura Garcia, President
Board of Public Works

ATTEST:

Holly Wolcott
Interim City Clerk

APPROVED AS TO FORM:

Hydee Feldstein Soto
City Attorney

By: _____
Adena M. Hopenstand
Deputy City Attorney

CITY OF HAWTHORNE

By _____
Vontray Norris
City Manager

Date

ATTEST:

By _____
Dayna Williams-Hunter
City Clerk

APPROVED AS TO FORM:

By _____
Robert Kim
City Attorney

Date

CITY OF INGLEWOOD

By _____
James T. Butts, Jr.
Mayor

Date

ATTEST:

By _____
Aisha L. Thompson
City Clerk

APPROVED AS TO FORM:

By _____
Kenneth R. Campos
City Attorney

Date

CITY OF LOMITA

By _____
Barry M. Waite
Mayor

Date

ATTEST:

By _____
Kathleen Horn-Gregory
City Clerk

APPROVED AS TO FORM:

By _____
Trevor Rusin
City Attorney

Date

South Bay Cities Council of Governments

Date: _____

By: _____

ATTEST:

By: _____

APPROVED AS TO FORM:

By: _____

Counsel for the SBCCOG

EXHIBIT A

MOA Scope of Work

The purpose of this MOA is to facilitate compliance by the DC WMG with the MS4 Permit. The tasks below outline the broadly-expected work anticipated to comply with the Permit.

MONITORING SERVICES

This includes any and all tasks required to comply with the monitoring requirements established in the MS4 Permit and associated documents. This includes but is not limited to implementation of the DC CIMP (Coordinated Integrated Monitoring Program), which includes but is not limited to the following activities:

- Receiving Water Monitoring
- Stormwater Outfall Monitoring
- Non-Stormwater Outfall Monitoring
- Urban Lakes Monitoring
- Data Management
- Capital, Operation, and Maintenance Activities
- Purchasing, maintaining, and replacing equipment (capital costs) necessary for monitoring activities
- Development of the monitoring sections to be included in the Annual Report (e.g., trends analysis, Total Maximum Daily Load (TMDL) attainment, summary of monitoring activities)
- Annual Reconciliation of the MONITORING SERVICES under the MOA
- This work may include additional activities and requirements based upon the March 2023 CIMP revisions, any other future CIMP revision, and subsequent requirements set by the Regional Board.

The CITY is responsible for completing the MONITORING SERVICES in this MOA, including by utilizing consultant support services.

WMP-RELATED TASKS

This includes any and all tasks required to comply with the MS4 Permit, as well as other work that is determined to advance the Parties' efforts in complying with the MS4 Permit. The DC WMG is required to complete the following activities as part of the DC Watershed Management Program (WMP). This includes but is not limited to the sub-tasks defined below:

- Annual Reporting (including the WMP Progress Report)
- Report of Waste Discharge (ROWD)
- Adaptive Management
- WMP Revisions
- Website management (lastormh2o.org)
- California Stormwater Quality Association (CASQA) Membership

Contracts regarding WMP-RELATED TASKS will be administered by the SBCCOG utilizing a consultant(s) selected in coordination with the DC WMG, unless otherwise determined by the DC WMG. The lead agency of the DC WMG will provide subject-matter expertise and project

management support to the SBCCOG and its consultant(s) for the purposes of completing this task.

CONTRACT ADMINISTRATION

This includes any and all tasks associated with administering this MOA, including but not limited to the following:

- Facilitate the development of agreements and subsequent amendments for the DC WMG
- Manage procurements, contracting, and contract administration for consultants and contractors, with the DC WMG Lead Agency providing subject-matter expertise and project management support. This could include establishing and managing a bench of technical consultants that could be utilized by any Party.
- Distribute invoices and collect payment from Parties
- Pay invoices from the CITY, upon receipt of invoice, as established in section 8(a) of the MOA
- Manage the MOA budget in coordination with the DC WMG Lead Agency
- Facilitate the preparation of DC WMG administrative procedures by DC WMG and ensure compliance with these procedures
- Annual Reconciliation of WMP-related tasks under the MOA

The CONTRACT ADMINISTRATION tasks will be completed by SBCCOG.

Additional tasks may be identified in the process of complying with the MS4 Permit, at which point the DC WMG would determine the optimal approach to ensuring that the DC WMG remains in compliance with any and all aspects of the MS4 Permit and its associated documents.

EXHIBIT B

MOA Cost Estimate Tables

Table 1. CIMP/WMP Implementation Invoicing Schedule	24
Table 2. Distribution of Total CIMP Implementation Costs.....	24
Table 2A. Distribution of Universal CIMP Costs (Shared Items)	25
Table 2A(i). Universal CIMP Costs (Shared Items).....	25
Table 2B. Distribution of Dominguez Channel Watershed Monitoring Costs	26
Table 2B(i). Dominguez Channel Watershed Monitoring Costs.....	26
Table 2C. Distribution of Machado Lake Watershed Monitoring Costs	27
Table 2C(i). Machado Lake Watershed Monitoring Costs.....	27
Table 2D. Distribution of LA Harbor Watershed Monitoring Costs	28
Table 2D(i). LA Harbor Watershed Monitoring Costs.....	28
Table 3. Distribution of WMP Implementation Costs	29
Table 3A. WMP Implementation Costs	29
Table 3B. Distribution of CASQA Membership Fees	30
Table 4. Distribution of SBCCOG Contract Management Fees.....	30

Table 1. CIMP/WMP Implementation Invoicing Schedule

Agency	July 2023	July 2024	July 2025	Total Invoiced (3 years)
Total Cost of DC MOA	\$1,187,607	\$1,130,042	\$1,471,697	\$3,789,346
LACFCD	\$56,258	\$55,291	\$72,552	\$184,101
City of Los Angeles	\$477,047	\$453,843	\$579,776	\$1,510,666
County of Los Angeles	\$162,863	\$154,571	\$203,613	\$521,047
City of Carson	\$249,069	\$236,327	\$312,456	\$797,852
City of El Segundo	\$18,692	\$17,639	\$25,242	\$61,573
City of Hawthorne	\$58,095	\$54,827	\$78,454	\$191,376
City of Inglewood	\$57,980	\$54,718	\$78,298	\$190,996
City of Lawndale	\$18,801	\$17,743	\$25,389	\$61,933
City of Lomita	\$88,802	\$85,083	\$95,917	\$269,802

Note:

Total Cost = Total CIMP (Table 2) + Total WMP (Table 3) + SBCCOG Fee (Table 4)

Table 2. Distribution of Total CIMP Implementation Costs

Agency	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26	Total over 3 years
Total Estimated Cost of CIMP	\$873,000	\$842,000	\$884,000	\$2,599,000
LACFCD	\$51,113	\$50,100	\$52,598	\$153,811
City of Los Angeles	\$358,996	\$345,943	\$363,199	\$1,068,138
County of Los Angeles	\$115,628	\$111,398	\$116,956	\$343,982
City of Carson	\$175,536	\$169,117	\$177,553	\$522,206
City of El Segundo	\$11,010	\$10,618	\$11,149	\$32,777
City of Hawthorne	\$34,219	\$33,004	\$34,651	\$101,874
City of Inglewood	\$34,152	\$32,939	\$34,582	\$101,673
City of Lawndale	\$11,075	\$10,681	\$11,213	\$32,969
City of Lomita	\$81,271	\$78,200	\$82,099	\$241,570

Note:

Total Cost = Universal Costs (Shared Items) + Dominguez Channel Watershed Costs + Machado Lake Watershed Costs + LA Harbor Costs.

Table 2A. Distribution of Universal CIMP Costs (Shared Items)

Agency	Area (acres)	% of Total Area	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26	Total over 3 years
Universal Costs (shared)	50,444.88	100%	\$427,770	\$412,580	\$433,160	\$1,273,510
LACFCD ¹	--	--	\$21,388	\$20,629	\$21,658	\$63,675
City of Los Angeles	19,243.21	38.15%	\$155,022	\$149,518	\$156,976	\$461,516
County of Los Angeles	7,699.69	15.26%	\$62,028	\$59,826	\$62,810	\$184,664
City of Carson	11,986.38	23.76%	\$96,562	\$93,133	\$97,778	\$287,473
City of El Segundo	1,252.18	2.48%	\$10,088	\$9,729	\$10,215	\$30,032
City of Hawthorne	3,891.93	7.72%	\$31,353	\$30,240	\$31,748	\$93,341
City of Inglewood	3,884.28	7.70%	\$31,292	\$30,180	\$31,686	\$93,158
City of Lawndale	1,259.51	2.50%	\$10,147	\$9,786	\$10,274	\$30,207
City of Lomita	1,227.70	2.43%	\$9,890	\$9,539	\$10,015	\$29,444

¹ LACFCD is responsible for 5% of the Universal Costs, which is subtracted before distributing the cost among the other agencies.

Table 2A(i). Universal CIMP Costs (Shared Items)

CIMP Monitoring Component	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26
Labor	\$50,000	\$45,000	\$50,000
Laboratory Analysis	\$153,152	\$142,642	\$147,406
Laboratory Data Handling Fee (15%)	\$22,973	\$21,396	\$22,111
Laboratory Analysis – Toxicity Identification Evaluation (TIEs)	\$40,000	\$40,000	\$40,000
Contract Services	\$70,000	\$70,000	\$70,000
Equipment	\$18,136	\$15,373	\$14,082
Administrative Fee (5%)	\$17,713	\$16,721	\$17,180
Sub-Total	\$371,974	\$351,132	\$360,779
Annual Escalation (2.5%)	--	\$8,778	\$18,264
Contingency (15%)	\$55,796	\$52,670	\$54,117
Total	\$427,770	\$412,580	\$433,160

Table 2B. Distribution of Dominguez Channel Watershed Monitoring Costs

Agency	Area (acres)	% of Total Area	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26	Total over 3 years
DC Watershed Monitoring	33,785.82	100%	\$26,190	\$25,260	\$26,520	\$77,970
LACFCD ¹	--	--	\$1,309	\$1,264	\$1,326	\$3,899
City of Los Angeles	5,986.68	38.15%	\$4,409	\$4,252	\$4,464	\$13,125
County of Los Angeles	6,755.80	15.26%	\$4,975	\$4,798	\$5,038	\$14,811
City of Carson	10,755.44	23.76%	\$7,921	\$7,639	\$8,020	\$23,580
City of El Segundo	1,252.18	2.48%	\$922	\$889	\$934	\$2,745
City of Hawthorne	3,891.93	7.72%	\$2,866	\$2,764	\$2,903	\$8,533
City of Inglewood	3,884.28	7.70%	\$2,860	\$2,759	\$2,896	\$8,515
City of Lawndale	1,259.51	2.50%	\$928	\$895	\$939	\$2,762

¹ LACFCD is responsible for 5% of the Dominguez Channel Watershed Cost, which is subtracted before distributing the cost among the other agencies.

Table 2B(i). Dominguez Channel Watershed Monitoring Costs

CIMP Monitoring Component	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26
Labor	\$5,000	\$5,000	\$5,000
Laboratory Analysis	\$9,377	\$8,453	\$9,020
Laboratory Data Handling Fee (15%)	\$1,407	\$1,268	\$1,353
Laboratory Analysis – Toxicity Identification Evaluation (TIEs)	--	--	--
Contract Services	\$5,000	\$5,000	\$5,000
Equipment	\$906	\$753	\$664
Administrative Fee (5%)	\$1,084	\$1,024	\$1,052
Sub-Total	\$22,774	\$21,498	\$22,089
Annual Escalation (2.5%)	--	\$537	\$1,118
Contingency (15%)	\$3,416	\$3,225	\$3,313
Total	\$26,190	\$25,260	\$26,520

Table 2C. Distribution of Machado Lake Watershed Monitoring Costs

Agency	Area (acres)	% of Total Area	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26	Total over 3 years
Machado Lake Watershed Monitoring¹	5,228.39	100%	\$323,883	\$311,540	\$327,080	\$962,503
LACFCD ²	--	--	\$16,194	\$15,577	\$16,354	\$48,125
City of Los Angeles	1,998.43	38.22%	\$117,607	\$113,125	\$118,768	\$349,500
County of Los Angeles	809.66	15.49%	\$47,648	\$45,832	\$48,119	\$141,599
City of Carson	1,207.37	23.09%	\$71,053	\$68,345	\$71,755	\$211,153
City of Lomita	1,212.93	23.20%	\$71,381	\$68,661	\$72,084	\$212,126
Wilmington Drain Bed Sediment Monitoring (LACFCD)³			\$7,857	\$8,420	\$8,840	\$25,117

¹ Machado Lake Watershed Monitoring includes: In-Lake monitoring for the Nutrients & Toxics TMDLs, Non-Stormwater Outfall Monitoring, Stormwater Outfall Monitoring in Project 510 and 77 drains, and Dry & Wet Weather monitoring in Wilmington Drain.

² LACFCD is responsible for 5% of Machado Lake Watershed Monitoring cost which is subtracted before distributing the cost among the other agencies.

³ LACFCD is responsible for 100% of Wilmington Drain Bed Sediment Monitoring.

Table 2C(i). Machado Lake Watershed Monitoring Costs

CIMP Monitoring Component	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26
Labor	\$45,000	\$40,000	\$45,000
Laboratory Analysis	\$170,521	\$164,065	\$166,784
Laboratory Data Handling Fee (15%)	\$25,578	\$24,610	\$25,018
Laboratory Analysis – Toxicity Identification Evaluation (TIEs)	--	--	--
Contract Services	\$20,000	\$20,000	\$20,000
Equipment	\$13,634	\$10,664	\$9,663
Administrative Fee (5%)	\$13,737	\$12,967	\$13,323
Sub-Total	\$288,470	\$272,306	\$279,788
Annual Escalation (2.5%)	--	\$6,808	\$14,164
Contingency (15%)	\$43,270	\$40,846	\$41,968
Total	\$331,740	\$319,960	\$335,920

Table 2D. Distribution of LA Harbor Watershed Monitoring Costs

Agency	Area (acres)	% of Total Area	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26	Total over 3 years
LA Harbor Monitoring	11,392.33	100%	\$87,300	\$84,200	\$88,400	\$259,900
LACFCD ¹	--	--	\$4,365	\$4,210	\$4,420	\$12,995
City of Los Angeles	11,258.10	98.82%	\$81,958	\$79,048	\$82,991	\$243,997
County of Los Angeles	134.23	1.18%	\$977	\$942	\$989	\$2,908

¹ LACFCD is responsible for 5% of the LA Harbor Cost, which is subtracted before distributing the cost among the other agencies.

Notes:

LA Harbor Monitoring includes the cost of monitoring the Main Ship Channel (HW-07).

Monitoring for the LA Harbor Bacteria TMDL at Cabrillo Beach (CB-01 and CB-02) is the sole responsibility of City of Los Angeles.

Monitoring for the Greater Harbors portion of the Dominguez Channel Toxics TMDL is funded under a separate MOA.

The cities of Carson (23.57 ac) and Lomita (14.77 ac) have small portions of land within the LA Harbor sub-watershed; but are not included in the cost sharing.

Table 2D(i). LA Harbor Watershed Monitoring Costs

CIMP Monitoring Component	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26
Labor	\$10,000	\$10,000	\$10,000
Laboratory Analysis	\$54,172	\$50,650	\$52,281
Laboratory Data Handling Fee (15%)	\$8,126	\$7,598	\$7,842
Laboratory Analysis – Toxicity Identification Evaluation (TIEs)	--	--	--
Contract Services	--	--	--
Equipment	--	--	--
Administrative Fee (5%)	\$3,615	\$3,412	\$3,506
Sub-Total	\$75,913	\$71,660	\$73,629
Annual Escalation (2.5%)	--	\$1,791	\$3,727
Contingency (15%)	\$11,387	\$10,749	\$11,044
Total	\$87,300	\$84,200	\$88,400

Table 3. Distribution of WMP Implementation Costs

Agency	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26	Total over 3 years
Total Estimated Cost of WMP¹	\$264,607	\$238,042	\$537,697	\$1,040,346
LACFCD ²	\$2,645	\$2,691	\$17,454	\$22,790
City of Los Angeles	\$99,931	\$89,780	\$198,457	\$388,168
County of Los Angeles	\$39,985	\$35,923	\$79,407	\$155,315
City of Carson	\$62,246	\$55,923	\$123,616	\$241,785
City of El Segundo	\$6,503	\$5,842	\$12,914	\$25,259
City of Hawthorne	\$20,211	\$18,158	\$40,138	\$78,507
City of Inglewood	\$20,171	\$18,122	\$40,059	\$78,352
City of Lawndale	\$6,540	\$5,876	\$12,990	\$25,406
City of Lomita	\$6,375	\$5,727	\$12,662	\$24,764

¹ Total Cost = WMP Implementation (Table 3A) + CASQA Membership Fees (Table 3B)

² LACFCD is responsible for 5% of WMP Revision/RAA/Adaptive Management + Special Studies/Projects (including Program Management, Annual Escalation, and Contingency), which is subtracted before distributing the cost among the other agencies. LACFCD does not participate in the cost of the other WMP components.

Table 3A. WMP Implementation Costs

WMP Component	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26	Total over 3 years
Semi-Annual Progress Report (June)	\$35,000	\$35,000	\$35,000	\$105,000
Annual Reporting Package (December) ¹	\$75,000	\$75,000	\$75,000	\$225,000
WMP Revision/RAA/Adaptive Management	--	--	\$215,000	\$215,000
Report of Waste Discharge (ROWD)	\$24,000	--	--	\$24,000
Special Studies/Projects	\$40,000	\$40,000	\$40,000	\$120,000
Program Management (15%)	\$26,100	\$22,500	\$54,750	\$103,350
Sub-Total	\$200,100	\$172,500	\$419,750	\$792,350
Annual Escalation (2%)	--	\$3,450	\$16,958	\$20,408
Contingency (15%)	\$30,015	\$25,875	\$62,962	\$118,852
Total	\$230,115	\$201,825	\$499,670	\$931,610

¹ Annual Reporting Package includes semi-annual WMP Progress Report.

Table 3B. Distribution of CASQA Membership Fees

Agency ¹	Area (acres)	% of Total Area	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26	Total over 3 years
Total CASQA Fees²	50,444.88	100%	\$34,492	\$36,217	\$38,027	\$108,736
City of Los Angeles	19,243.21	38.15%	\$13,158	\$13,816	\$14,506	\$41,480
County of Los Angeles	7,699.69	15.26%	\$5,265	\$5,528	\$5,804	\$16,597
City of Carson	11,986.38	23.76%	\$8,196	\$8,606	\$9,035	\$25,837
City of El Segundo	1,252.18	2.48%	\$856	\$899	\$944	\$2,699
City of Hawthorne	3,891.93	7.72%	\$2,661	\$2,794	\$2,934	\$8,389
City of Inglewood	3,884.28	7.70%	\$2,656	\$2,789	\$2,928	\$8,373
City of Lawndale	1,259.51	2.50%	\$861	\$904	\$950	\$2,715
City of Lomita	1,227.70	2.43%	\$839	\$881	\$926	\$2,646

¹ LACFCD retains its own separate CASQA membership.

² Assumes 5% annual escalation.

Table 4. Distribution of SBCCOG Contract Management Fees

Agency	Area (acres)	% of Total Area	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26	Total over 3 years
Total SBCCOG Fees	50,444.88	100%	\$50,000	\$50,000	\$50,000	\$150,000
LACFCD ¹	--	--	\$2,500	\$2,500	\$2,500	\$7,500
City of Los Angeles	19,243.21	38.15%	\$18,120	\$18,120	\$18,120	\$54,360
County of Los Angeles	7,699.69	15.26%	\$7,250	\$7,250	\$7,250	\$21,750
City of Carson	11,986.38	23.76%	\$11,287	\$11,287	\$11,287	\$33,861
City of El Segundo	1,252.18	2.48%	\$1,179	\$1,179	\$1,179	\$3,537
City of Hawthorne	3,891.93	7.72%	\$3,665	\$3,665	\$3,665	\$10,995
City of Inglewood	3,884.28	7.70%	\$3,657	\$3,657	\$3,657	\$10,971
City of Lawndale	1,259.51	2.50%	\$1,186	\$1,186	\$1,186	\$3,558
City of Lomita	1,227.70	2.43%	\$1,156	\$1,156	\$1,156	\$3,468

¹ LACFCD is responsible for 5% of the Total SBCCOG Fee, which is subtracted before distributing the cost among the other agencies.

EXHIBIT C
Dominguez Channel WMP/CIMP Responsible Agencies Representatives and
SBCCOG Contact

Agency Address	Agency Contact
City of Los Angeles Department of Public Works Bureau of Sanitation, Watershed Protection Division 1149 S. Broadway Los Angeles, CA 90015	Alfredo Magallanes E-mail: alfredo.magallanes@lacity.org Phone: (213) 485-3958
County of Los Angeles Department of Public Works Stormwater Quality Division, Building A-9 East, 1 st Floor 900 South Fremont Avenue Alhambra, CA 91803-1331	Mark Lombos E-mail: mlombos@pw.lacounty.gov Phone: (626) 300-4665
Los Angeles County Flood Control District Department of Public Works Stormwater Quality Division, Building A-9 East, 1 st Floor 900 South Fremont Avenue Alhambra, CA 91803-1331	Jalaine Verdiner E-mail: jquintr@pw.lacounty.gov Phone: (626) 300-4666
City of Carson Office of the City Manager 701 E. Carson Street Carson, CA 90749	David C. Roberts, City Manager E-mail: droberts@carsonca.gov Phone: (310) 310-952-1730 Roland Jen E-mail: rjen@carsonca.gov Phone: (310) 952-1700 ext. 1814
City of El Segundo 350 Main Street El Segundo, CA 90245-3895	Lifan Xu E-mail: lxu@elsegundo.org Phone: (310) 524-2368
City of Hawthorne 4455 West 126 th Street Hawthorne, CA 90250-4482	Heecheol Kwon E-mail: hkwon@cityofhawthorne.org Phone: (310) 349-2980 Akbar Farokhi, Public Works Director E-mail: afarokhi@cityofhawthorne.org Phone: (310) 349-2985

City of Inglewood 1 W. Manchester Blvd., 3 rd Floor Inglewood, CA 90301-1750	Lauren Amimoto E-mail: lamimoto@cityofinglewood.org Phone: (310) 412-5192 Thomas Lee E-mail: tlee@cityofinglewood.org Phone: (310) 412-5333
City of Lawndale Office of the City Manager 14717 Burin Avenue Lawndale, CA 90260	Sean M. Moore E-mail: smoore@lawndalecity.org Phone: (310) 371-3202 Fax: (310) 371-8877
City of Lomita 24300 Narbonne Avenue Lomita, CA 90717	Ryan Smoot, City Manager E-mail: r.smoot@lomita.city.com Phone: (310) 325-7110 ext. 115 Fax: (310) 325-4024
South Bay Council of Governments 20285 S. Western Ave., #100 Torrance, CA 90501	Jacki Bacharach, Executive Director E-mail: jacki@southbaycities.org Phone: (310) 293-2612

EXHIBIT D **Dominguez Channel Watershed Management Area Group**

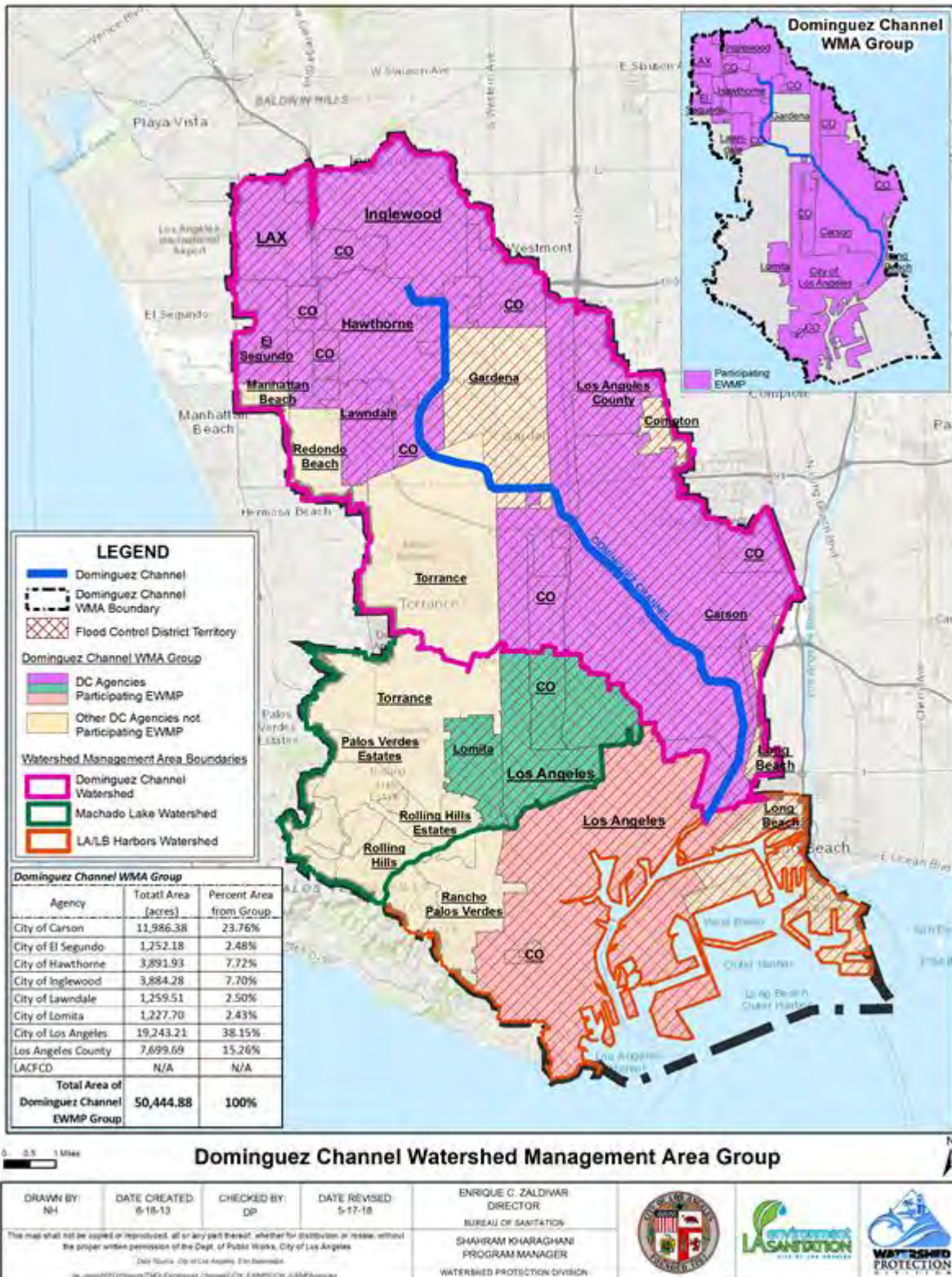


EXHIBIT E
Reconciliation Template

[the line items shown in this Exhibit are placeholders and are subject to change]

CIMP & WMP RECONCILIATION

MONITORING SERVICES	FY 23-24	FY 24-25	FY 25-26	Total
Budget (MOA)	\$			
Actual	\$			
Balance	\$			

WMP-RELATED TASKS	Budget (MOA)	Actual (To Date)	Balance
Semi-Annual Progress Report	\$		
Annual Reporting Package	\$		
WMP Revision/RAA/Adaptive Management	\$		
Report of Waste Discharge (ROWD)	\$		
Special Studies/Projects	\$		
Total	\$		

IIP CONTRACTS

NPDES Permittee	Contract Amount	Balance
	\$	



CITY OF LOMITA CITY COUNCIL REPORT

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

FROM: Ryan Smoot, City Manager

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

MEETING DATE: May 16, 2023

SUBJECT: Professional Services Agreement with BOA Architecture for
Stephenson Center Maintenance Project

RECOMMENDATION

Approve a Professional Services Agreement with Black, O'Dowd and Associates (dba BOA Architecture) for Engineering Design Services for Stephenson Center Maintenance Project in the amount of \$48,500.00 plus a 20% contingency amount of \$9,700.00; appropriate \$58,200.00 to the Park Grant Fund for this project; and authorize the City Manager and City Clerk to execute the Agreement.

BACKGROUND

The purpose of this Professional Service Agreement (PSA) with Black, O'Dowd and Associates (BOA Architecture) is to provide design for re-roofing the building as well as upgrades to the public restrooms on the ground floor. Highlights of the project include:

- Roof design best suited for three levels of roofs
- Termite assessment of the materials under the roof
- A white cool roof on the second level roof to provide heat reflectivity and reduce air conditioning energy consumption
- Replace five skylights
- Restroom re-design to follow latest ADA standards
- Replace fixtures, partitions, paint and tile in the restrooms

BOA Architecture will produce Construction Plans and Drawings, Project Specifications and Estimate (PS&E), professional support during the bidding process, and support during construction to review submittals, answer Requests for Information (RFIs) and Contract Change Orders (CCOs).

BOA Architecture was the only company that responded to the Request for Proposals (RFP). They understand the City's needs for this project as outlined in the Scope of Work. BOA Architecture is an architectural firm providing architectural services to cities and other municipalities. They have provided design and construction management of new facilities as well as refurbishing existing facilities.

Based on the proposal and project needs, staff negotiated a final scope and fees with BOA Architecture in the amount of \$48,500 for services for the project. Staff recommends a 20% contingency, in the amount of \$ 9,700, which will be added to the total design budget and included in the agreement.

The design of the project is scheduled to begin once the contract is executed, and the planned duration of design is six months. Construction of this project is planned to begin following design, in calendar year 2024.

FISCAL IMPACT

The budget for Engineering Services with BOA Architecture is estimated to be \$48,000 plus a 20% contingency amount of \$ 9,700 for a total amount of \$58,200. This project was approved in the CIP Master Plan and a sufficient funding allocated for design in the FY 2022/23 Budget to Stephenson Maintenance Project, 257-830-5345.379.

OPTIONS

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

ATTACHMENTS

1. Professional Services Agreement with BOA Architecture.

Reviewed by:



Gary Y. Sugano
Assistant City Manager

Approved by:



Ryan Smoot
City Manager

Prepared by:



Carla Dillon, P.E.
Public Works Director



**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF LOMITA AND BLACK, O'DOWD AND ASSOCIATES, INC.**

This AGREEMENT for Engineering Services for Stephenson Center Maintenance Project is entered into this 16th day of May 2023, by and between the CITY OF LOMITA, a general law city and municipal corporation ("CITY") and BLACK, O'DOWD AND ASSOCIATES, INC., dba BOA ARCHITECTURE ("CONTRACTOR").

RECITALS

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

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

1. CONSIDERATION AND COMPENSATION.

- A. As partial consideration, CONTRACTOR agrees to perform the work listed in the SCOPE OF SERVICES, attached as **Exhibit A**;
- B. As an additional consideration, CONTRACTOR and CITY agree to abide by the terms and conditions contained in this Agreement.
- C. As additional consideration, CITY agrees to pay CONTRACTOR an amount not to exceed \$ 58,200.00 for CONTRACTOR's services, unless otherwise specified by written amendment to this Agreement. The CONTRACTOR agrees, however, that the proposed cost of the services under this AGREEMENT is \$48,500.00. If CONTRACTOR incurs expenses exceeding the proposed cost of \$48,500.00, such amounts shall require written authorization by City Staff for CONTRACTOR to receive compensation for those costs.

- D. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager or his designee.
- E. CONTRACTOR shall submit to CITY, by not later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the previous month. CITY shall pay CONTRACTOR all uncontested amounts set forth in the CONTRACTOR'S bill within 30 days after it is received.

2. **SCOPE OF SERVICES.**

- A. CONTRACTOR will perform the services and activities set forth in the SCOPE OF SERVICES attached hereto as **Exhibit A** and incorporated herein by this reference. If any part of **Exhibit A** is inconsistent with the terms of this Agreement, the terms of this Agreement shall control.
- B. Except as herein otherwise expressly specified to be furnished by CITY, CONTRACTOR will, in a professional manner, furnish all the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space, and facilities necessary or proper to perform and complete the work and provide the professional services required of CONTRACTOR by this Agreement.

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

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

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

6. **KEY PERSONNEL.** CONTRACTOR's key person assigned to perform work under this Agreement is Edward Lok Ng. CONTRACTOR shall not assign another person to oversee the work contemplated by this Agreement without the prior written authorization of CITY.

7. **TERM OF AGREEMENT.** The term of this Agreement shall commence upon execution by both parties and shall expire on December 31, 2024, unless earlier termination occurs under Section 13 of this Agreement or extended in writing in advance by both parties.

8. **BEST MANAGEMENT PRACTICES AND TRAINING.** The contractor shall implement and maintain activity specific Best Management Practices (BMPs) to prevent pollutant loading from stormwater and non-stormwater discharges to receiving waters as required in Municipal NPDES Permit No. CAS004004. Contracting staff whose primary job duties are related to implementation of BMPs shall be adequately trained to effectively implement, operate, and maintain such BMPs and must be versed in factors affecting BMP effectiveness. The contractor shall certify they have received all applicable training to implement the requirements in Municipal NPDES Permit No. CAS004004 and shall provide documentation to that effect.
9. **CHANGES.** CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum, and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONTRACTOR and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with the written agreement between the parties.
10. **TAXPAYER IDENTIFICATION NUMBER.** CONTRACTOR will provide CITY with a Taxpayer Identification Number.
11. **PERMITS AND LICENSES.** CONTRACTOR will obtain and maintain during the term of this Agreement all permits, licenses, and certificates that may be required by local, state, and federal laws in connection with the performance of services under this Agreement, including a business license as specified in Title VI, Chapter 2 of the Lomita Municipal Code.
12. **LAWS AND REGULATIONS; EMPLOYEE/LABOR CERTIFICATION.** CONTRACTOR shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. CONTRACTOR shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for CITY to terminate the Agreement for cause.
13. **PREVAILING WAGE.**
- A. Prevailing Wage. CONTRACTOR is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, CONTRACTOR agrees to fully comply with such Prevailing Wage Laws. Upon request, CITY shall provide CONTRACTOR with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. CONTRACTOR shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the services available

to interested parties upon request and shall post copies at the CONTRACTOR'S principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and CONTRACTOR shall therefore comply with such Labor Code sections to the fullest extent required by law. CONTRACTOR shall defend, indemnify and hold the CITY, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

- B. Registration/DIR Compliance. If the services are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, CONTRACTOR and all subcontractors must be registered with the Department of Industrial Relations ("DIR"). CONTRACTOR shall maintain registration for the duration of the project and require the same of any subcontractors. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be CONTRACTOR'S sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against CONTRACTOR or any subcontractors that affect CONTRACTOR'S performance of services, including any delay, shall be CONTRACTOR'S sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered CONTRACTOR caused delay and shall not be compensable by CITY. CONTRACTOR shall defend, indemnify and hold CITY, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against CONTRACTOR or any subcontractor.
- C. Labor Certification. By its signature hereunder, CONTRACTOR certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code and agrees to comply with such provisions before commencing the performance of the Services.
- D. Employment of Apprentices. CONTRACTOR and all subcontractors shall comply with the requirements of Labor Code sections 1777.5 and 1777.6 in the employment of apprentices. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.
- E. CONTRACTOR or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Labor Code section 1777.1 or 1777.7. Any contract on a public works project entered into between the CONTRACTOR and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money

that is paid or may have been paid to a debarred subcontractor by CONTRACTOR on the project shall be returned to CITY. The CONTRACTOR shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

- F. CONTRACTOR agrees to bind every subcontractor to the terms of the Agreement as far as such terms are applicable to subcontractor's portion of the work. CONTRACTOR shall be as fully responsible to CITY for the acts and omissions of its subcontractor and of persons either directly or indirectly employed by its subcontractor, as CONTRACTOR is for acts and omissions of persons directly employed by CONTRACTOR. Nothing contained in these Agreement shall create any contractual relationship between any subcontractor and CITY.

14. TERMINATION.

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

15. INDEMNIFICATION.

- A. CONTRACTOR shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of CITY'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of CITY. Should CITY in its sole discretion find CONTRACTOR'S legal counsel unacceptable, then CONTRACTOR shall reimburse CITY its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. CONTRACTOR shall promptly pay any final judgment rendered against CITY (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State

of California and will survive termination of this Agreement.

- B. The requirements as to the types and limits of insurance coverage to be maintained by CONTRACTOR as required by Section 19, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONTRACTOR pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.
16. **ASSIGNABILITY.** This Agreement is for CONTRACTOR's professional services. CONTRACTOR's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.
17. **INDEPENDENT CONTRACTOR.** CITY and CONTRACTOR agree that THE CONTRACTOR will act as an independent contractor and will have control of all work and the manner in which it is performed. THE CONTRACTOR will be free to contract for similar service to be performed for other employees while under contract with CITY. CONTRACTOR is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONTRACTOR as to the details of doing the work or to exercise a measure of control over the work means that CONTRACTOR will follow the direction of the CITY as to end results of the work only.
18. **AUDIT OF RECORDS.**
- A. THE CONTRACTOR agrees that CITY, or designee, has the right to review, obtain, and copy all records pertaining to the performance of this Agreement. CONTRACTOR agrees to provide CITY, or designee, with any relevant information requested and will permit CITY, or designee, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this Agreement. CONTRACTOR further agrees to maintain such records for a period of three (3) years following final payment under this Agreement.
- B. CONTRACTOR will keep all books, records, accounts and documents pertaining to this Agreement separate from other activities unrelated to this Agreement.
19. **CORRECTIVE MEASURES.** CONTRACTOR will promptly implement any corrective measures required by CITY regarding the requirements and obligations of this Agreement. CONTRACTOR will be given a reasonable amount of time as determined by CITY to implement said corrective measures. Failure of CONTRACTOR to implement required corrective measures shall result in immediate termination of this Agreement.

20. INSURANCE REQUIREMENTS.

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

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

B. Endorsements. Each general liability, automobile liability and professional liability insurance policy shall be issued by a financially responsible insurance

company or companies admitted and authorized to do business in the State of California, or which is approved in writing by CITY, and shall be endorsed as follows. CONTRACTOR also agrees to require all contractors, and subcontractors to do likewise.

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

F. Failure on the part of CONTRACTOR to procure or maintain the required insurance shall constitute a material breach of contract under which CITY may terminate this Agreement pursuant to Section 13 above.

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

21. USE OF OTHER CONTRACTORS. THE CONTRACTOR must obtain CITY's prior written approval to use any Contractors while performing any portion of this Agreement. Such approval must include approval of the proposed Contractor and the terms of compensation.

22. FINAL PAYMENT ACCEPTANCE CONSTITUTES RELEASE. The acceptance by the CONTRACTOR of the final payment made under this Agreement shall operate as and be a release of CITY from all claims and liabilities for compensation to the CONTRACTOR for anything done, furnished or relating to the CONTRACTOR'S work or services. Acceptance of payment shall be any negotiation of CITY'S check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by CITY shall not constitute, nor be deemed, a release of the responsibility and liability of CONTRACTOR, its employees, sub-Contractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by CITY for any defect or error in the work prepared by CONTRACTOR, its employees, sub-Contractors and agents.

23. CORRECTIONS. In addition to the above indemnification obligations, the CONTRACTOR shall correct, at its expense, all errors in the work which may be disclosed during the CITY'S review of CONTRACTOR'S report or plans. Should the CONTRACTOR fail to make such correction in a reasonably timely manner, such correction shall be made by CITY, and the cost thereof shall be charged to CONTRACTOR. In addition to all other available remedies, CITY may deduct the cost of such correction from any retention amount held by CITY or may withhold

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

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

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

CITY	CONTRACTOR
City of Lomita 24300 Narbonne Avenue Lomita, CA 90717	BOA Architecture 1511 Cota Ave, Long Beach, CA, 90813
ATTN: City Manager	ATTN: President

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

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

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

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

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

37. DISCLOSURE REQUIRED. (CITY and CONTRACTOR initials required at one of the following paragraphs)

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

City Initials _____

Contractor Initials _____

OR

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

City Initials _____

Contractor Initials _____

[signatures on following page]

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

CITY OF LOMITA

CONTRACTOR

Ryan Smoot, City Manager

By:

Edward Lok Ng, Architect/LEED AP,
President

ATTEST:

Kathleen Horn Gregory, City Clerk

95-2632309
Taxpayer ID No.

APPROVED AS TO FORM:

Trevor Rusin, City Attorney



CITY OF LOMITA

REQUEST FOR PROPOSAL (RFP)

ENGINEERING SERVICES

FOR

Stephenson Center Maintenance Project

**RFP DEADLINE
MAY 1, 2023
1:00 P.M.**

TABLE OF CONTENTS

**SECTION I
GENERAL
INFORMATION.....3**

**SECTION II
PROPOSAL REQUIREMENTS.....6**

**SECTION III
SCOPE OF SERVICES.....11**

**SECTION IV
SELECTION OF CONSULTANTS14**

Attachment A – General City Map

Attachment B – Site Sketches and rough measurements.

Attachment C – Professional Services Agreement (Sample)

SECTION I GENERAL INFORMATION

A. INTRODUCTION / BACKGROUND

The City of Lomita is requesting proposals from qualified and experienced Civil Engineering firm(s) to produce plans, specifications, cost estimates, and construction support for the Stephenson Center Maintenance Project, which includes the Stephenson Center building roof and skylight replacement, and restroom refurbishment.

The City of Lomita is an urban, densely populated 1.97 square miles (total area is 1,261 acres), located at the base of the Palos Verdes Peninsula in the Los Angeles Basin, Los Angeles County. The City of Lomita is in the southwestern part of Los Angeles County, 26 miles south of downtown Los Angeles and bounded by the City of Torrance on the north and west, the Harbor Region of Los Angeles to the east, and the City of Rolling Hill Estates on the southwest; and the City of Rancho Palos Verdes and unincorporated Los Angeles County area to the southeast. The Lomita city is almost completely developed with mostly residential neighborhoods and commercial units.

The City's Stephenson Center Building is in need of roof and skylight replacements. The restroom facilities also require upgrades for public use.

B. PROJECT DESCRIPTION

The Stephenson Center building is more than 30 years old, including its multi-level roof and five skylights. The building has HVAC roof top units on the second level flat roof. The design contractor shall provide a roof design best suited for the three level roofs. The design should include a white cool roof on the second level similar or equal to Tremco Roofing Alpha Grade Restoration System for Gravel Surfaced Roofs to provide heat reflectivity and reduce air conditioning energy consumption.

The restroom facilities need all fixtures replaced to meet ADA standards, including toilet stalls, partitions, and doors inside the toilet area. The design shall also include removal and redesign of stainless-steel cabinets for toilet paper, soap dispensers, energy efficient hand dryers, wall and paint inside the facility to enhance the toilet interior, and wall finishing/tile. This facility is open to the public at the park and requires heavy use/industrial wash basins for a long life cycle.

Provide design notes for the contractor to preserve and protect roof top AC units and ducting during demolition and installing new roof. Provide design notes to check roof for Termite infestations (in the crawl space under the roof) and prepare professional report from a licensed termite contractor to mitigate (fumigate) roof

area after installing new roof. Provide notes to allow building use during construction. Add design notes for the contractor to arrange temporary toilet facility during construction (Port a Potty).

C. DESCRIPTION OF WORK

The purpose of this RFP is to seek the services from an Engineering firm to design a new cool roof (Tremco Roofing Alpha-Grade Restoration System for Gravel Surface Roof or equal), on the top-level flat roof, resistant to termites. For the two restroom areas, the design must include drawings for removal and replacement of the all-fixtures, two roof skylights, glass windows, new toilet stall partitions, doors and two ADA toilet stalls for both men's and women's restrooms. the following services will include, but not be limited to:

- Collect and review existing building roof condition, termite infiltration in the area under the roof, prepare a report from licensed contractor, detailing extent of the damage and mitigation (fumigation) solutions.
- Prepare demolition plans for removing existing roof top, disposition of termite infected roof and insulation, preserve existing roof top HVAC units and ducts, and waterproof AC unit and new Skylight openings. Install the new skylights in the same location as on the old roof.
- The design firm will collect from the City of Lomita (City) all pertinent data and information regarding the existing site improvements, record grading plan or existing topography, utilities, City design standards, input from City staff and any other information that may affect preparation of the conceptual design. This shall include meeting with City staff to review their understanding of the project requirements and visiting the site to investigate existing conditions to detect opportunities and constraints. Additionally, the presence of existing utilities and points of connection will be identified during the site visit. The firm will meet with City staff to review the completed conceptual plan, make revisions based on input.
- Prepare preliminary and final design of termite resistant roof top tiles (light concrete tiles) / surface to replace existing roof top material.
- Provide construction notes that the facility will be open during demolition & construction.
- All new material installations will last for 30 years. The design contractor shall propose integrity testing of the roof prior to acceptance and project completion.
- Replace the wall and floor coverings in the restrooms, repair stucco & repaint the exterior of the building.
- Provide project administration and construction support for the roofing contractor selected by the City of Lomita to replace and install the new roof.
- Hold monthly meetings to update City of Lomita staff on design development.
- Provide Engineering support during roof and toilet demolition, attend construction meetings, and complete record drawings.
- Prepare full Plans Specifications & Estimates (PS&E) of probable construction costs in preparation for bidding for review and approval by the City Engineer.

Additional services shall include professional support during the bidding process of the project as well as support during construction to review submittals and answer Request for Information (RFI).

The contract will be regulated according to the provisions of all Federal, State, and local laws and ordinances that are applicable. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1775.

F. PROJECT DURATION

The estimated time to complete this design is six (6) months, which can be subdivided for review as follows:

- Investigation and Analysis Report on Roof
- PS&E – 60%
- PS&E–100%, including all design change recommendations from city of Lomita staff.

One (1) digital pdf, one (1) native digital file, and two (2) physical copies of the Final Design and documents shall be submitted to the City.

G. PROJECT SCHEDULE

A tentative schedule is included below. The proposals submitted shall use this schedule as a guide to further define an appropriate work schedule in accordance with the requirements of the Scope of Services in Section III. The final schedule will be negotiated based on the final scope of work and work plan agreed to by the Lomita City and the selected consultant.

Milestone	Date
RFP Release	March 30, 2023
Job Walk	April 13, 2023
Last Day for Questions	April 20, 2023, at 1:00 PM
Issue Addendum	April 24, 2023
Proposal Deadline	May 1, 2023, at 1:00 PM
Consultant Interview	May 11, 2023
Expected City Council Approval	June 6, 2023
Kick-off & Notice to Proceed	June 20, 2023

***Dates are estimates**

SECTION II

PROPOSAL REQUIREMENTS

A. GENERAL

The proposal must be concise, well organized and should demonstrate your firm's team qualifications and experience related to this project. The proposal shall be printed on 8½" x 11" pages and include resumes, experience, graphs, tables, etc. It must include the following:

- I. Cover Letter (one page): Provide a one-page cover letter, which includes the firm name, name, address, and telephone number of the person(s) to be used for contact who will be authorized to make presentations for the firm. The cover letter must bear the signature of the person authorized to sign on behalf of the proposer and to bind the applicant in a contract. The cover letter will include a statement offering the proposer's acceptance of all conditions listed in the "Request for Proposals" document. **Any exception on the Proposer's behalf must be stated in the proposal cover letter.**
- II. Qualification and Experience (maximum of 10 pages): The proposed **Engineering Team** shall have experience working with public agencies and/or water purveyors in similar assignments. It is highly desirable that the key project team members have served public agencies in various capacities, are accustomed to working with governmental agencies, have a good understanding of public agency issues, procedures, and policies. Qualifications and experience to be shown in the proposal shall include, but not be limited to the following:
 - Project organizational chart.
 - Identification of experience of principal staff members, including major sub-consultants. The resumes of principal staff should not exceed one page per person.
 - Identify the availability of your team and the percentage of current workload of staff that would be committed to this project, including sub-consultants.
 - Experience of the firm, the team and subconsultants on similar projects.
- III. Scope of Work and Project Approach (maximum 10 pages): The Consultant shall include in their proposal a detailed scope of work and understanding of the process to undertake such a project and complete it in compliance with all applicable rules, regulations, standards, and requirements. Other items to include:
 - Description of your firm's quality/control (Q/C) and quality/assurance (Q/A) procedures that will be used for the Project.
 - Provide a project schedule for various activities by the Engineering Team involved and identify the milestones of major tasks of the Project.
 - Discussion of document control.

IV. **Consultant shall submit a fee proposal for the Project in a SEPARATE SEALED ENVELOPE** (or separate email attachment) marked **“Fee Proposal” along with the Project title.** The city will negotiate with the top-ranked consultant in compliance with all applicable federal, state, and local guidelines. Fee proposal shall include all tasks required to perform the work with a maximum not-to-exceed fee for each task and a grand total not-to-exceed fee. The fee proposal must contain a task and fee breakdown of all components of cost, including labor base rate, overhead and all other direct and indirect costs. The fee proposal shall clearly show hours and cost per task. The task and fee breakdown must match the scope of services in the format, as presented within the RFP. The Consultant and all sub-consultants shall not be compensated by the City for any time spent on commuting to or from the Project site and other peripheral work not directly performed as a result of this Project. The Consultant shall provide their services for the duration of the Project for the approved scope of work and fee. The proposal must remain valid for at least 90 days from the due date of this RFP.

The city will short list the list of candidates to three consulting firms, of which it may interview prior to selection of the top candidate for the project.

V. Prevailing wages will apply if the services to be performed meet the criteria according California Department of Industrial Relations web site at: http://www.dir.ca.gov/dlsr/statistics_research.html. City will not assume any responsibility for Contractor’s failure to pay prevailing wages in accordance with State law.

B. EXAMINATION OF PROPOSAL DOCUMENTS

By submitting a proposal, Consultant represents that it has thoroughly examined and become thoroughly familiar with the work required under this RFP and has the staffing and resources capable of performing quality work to achieve the City’s objectives.

C. ADDENDA

Any changes to the requirements shall be made by written addendum to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. City will not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions. Consultants shall acknowledge receipt of addenda in their proposals.

D. QUESTIONS AND ADDITIONAL INFORMATION

Questions relating to this RFP shall be emailed to the Public Works Department at: publicworks@lomitacity.com no later than **Thursday, April 20, 2023, at 1:00PM.**

E. PROPOSAL SUBMITTAL

Proposals are due on or before **Monday, May 1, 2023, at 1:00PM.**

One (1) electronic PDF copy of the proposal shall be emailed to the Public Works Department at: publicworks@lomitacity.com with Proposal for: Stephenson Center Maintenance Project.

The Fee Proposals shall be emailed to the Public Works Department at: publicworks@lomitacity.com with Fee Proposal for: Stephenson Center Maintenance Project.

F. INSURANCE REQUIREMENTS

The successful Consultant shall procure and maintain, for the duration of the contract, insurance policies as listed in Section 17 - Insurance Requirements of the attached sample Professional Service Agreement (PSA), attachment C.

All insurance policies must be open to inspection by the City and copies of policies must be submitted to the City and/or upon written request.

G. SELECTION CRITERIA

Responses to this RFP will be evaluated using a point rating system, as shown in Section IV. The evaluation will be completed by a selection committee composed of staff from the Public Works Department.

H. CHANGES IN THE RFP

Should any prospective proposer be in doubt as to the true meaning of any portion of this (RFP), or should the proposer find any ambiguity, inconsistency, or omission therein, the Proposer shall make a written request for an official interpretation or correction. Such requests must be received by the Public Works Department not less than five (5) working days prior to the final date of submittal of the proposals.

Such interpretation or correction, as well as any additional RFP provisions that the City may decide to include, will be made only as an official addendum, and will be sent to each firm recorded as having received a copy of the RFP. Any addendum issued by the City shall become part of the RFP and will be incorporated into the proposal.

I. DISCLOSURES

Under the Freedom of Information Act (Public Act 442), the City is obligated to permit review of its files, if requested by others. All information in a submitter's proposal is subject to disclosure under this provision. This act also provides for a complete disclosure of contracts and attachments thereto.

J. POST-SUBMITTAL PROCEDURES

After reviewing and evaluating the proposals that are received, the City will select one or more firms with whom it will negotiate a Professional Services Agreement (PSA). A sample of the standard PSA is included in Attachment C. Those who wish to submit a proposal to the City are required to carefully review the PSA.

The PSA will include a Scope of Services and Fee Schedule (**not-to-exceed amount**), both of which may be modified by mutual consent during the negotiation phase. The Insurance Requirements outlined in the PSA may not be revised or changed. Prior to its final execution by the selected firm and the City, the PSA must be submitted to, and approved by, City Council and/or the City Manager.

The City reserves the right to award the total proposal, to reject all proposals in whole or in part, and to waive any informality or technical defects if, in the City's sole judgment, the best interests of the City will be so served.

K. COST LIABILITY

The City of Lomita assumes no responsibility or liability for costs incurred by the Consultant prior to the execution of a Professional Services Agreement. The liability of the City is limited to the terms and conditions outlined in the Agreement.

L. INVOICES

Consultant shall submit invoice(s) at the end of each month for the work performed. Each invoice at a minimum shall include the following information:

1. Project name.
2. Period for which the invoice is submitted.
3. Invoice number.
4. Task name.
5. Balance remaining and percent completed for each task.
6. Total project budget (approved tasks only) and remaining balance.
7. Each employee's name, hours of work, date, task, rate, and total charge,
8. Invoices must be accompanied by payroll and any other supporting documents that will be necessary to expedite the review and approval process.

M. GUIDELINES DURING COVID-19 PANDEMIC

Consultants/contractors shall comply with all local, state, and federal laws and regulations including, but not limited to, the Governor's and Los Angeles County Health Officer's orders and guidance related to COVID-19, social distancing, and best practices.

Consultants/Contractors are required to check with the latest guidelines of the Los Angeles County Public Works and the Los Angeles County Public Health for construction sites during the Coronavirus/COVID-19 pandemic.

Disclosure: Consultants shall disclose in their responses to any Request for Proposals whether they have been the subject of any legal investigation by County, State, and/or Federal agencies within the past 5 years. If so, each responding consultant shall identify the agency and contact person, the nature of the investigation and any determination over the outcome of said investigation. Non-compliance with this section shall result in rejection of the Proposal, but a consultant's disclosure of any such investigation (even one which resulted in a determination that was averse to the consultant) will not automatically result in rejection of the Proposal. The occurrence, nature, underlying facts and outcome of any such investigation are not by themselves determinative but are simply included among many factors that will be considered by the City in evaluating Proposals.

SECTION III

SCOPE OF SERVICES

DESCRIPTION

This RFP is to solicit proposals for engineering services for the Stephenson Center Maintenance Project for plans, specifications, cost estimates, and construction support services for the Stephenson Center building roof and skylight replacement, and restroom refurbishment. The following scope of work is a minimum suggested scope for the work of the project. The Consultant may provide additional tasks which they feel is pertinent to or adds value to achieving the City's overall project objectives.

The following tasks include, but are not limited to:

Task 1 – General Project Administration and Meetings

The consultant shall assign a project manager that will serve as the point of contact and coordinate all communication with the City of Lomita staff. The Consultant must provide an experienced Engineering Team that has knowledge and understanding of Stephenson Center Maintenance Project.

- Consultant shall coordinate a kick-off meeting with Lomita staff and sub-consultants to discuss the scope of the project, develop a work plan to accomplish the project goals, schedule, and identify future constraints.
- In addition to the kick-off meeting, the Consultant shall plan for sufficient meetings with Lomita staff to complete the project. Consultant shall prepare agendas for all meetings and submit them to the City two (2) working days prior the meeting for review. For each meeting, the Consultant shall record minutes and distribute them within five (5) working days of the meeting.
- Consultant shall submit monthly progress reports with each invoice. Progress reports shall contain work performed, project concerns and impacts, and the work anticipated for the next month.
- Invoices shall detail the team member, hours worked, task, and date of hours worked.

Task 2 – Data Research and Investigation

- The consultant shall review existing records, and research availability of other records.
- Consultant shall conduct investigations of the Stephenson Center roof, skylight and restroom conditions.
- Consultant shall research and identify all permitting requirements from pertinent agencies for the design and construction operations such as Los Angeles County Building Department, Los Angeles County Fire Department, and the State Division of Drinking Water.

Deliverables: The consultant shall prepare design drawings and PS&E's, submit final copies, one (1) digital pdf copy, one native format file, and two (2) hard copy for City's review and approval

Task 3 – Plans, Specifications and Estimate (PS&E)

The selected Consultant must provide an experienced Civil Engineering Team who has successfully delivered services on similar projects.

Task 3.1 – Plans and Specifications

The Consultant shall create plans and specifications to include the following:

- Replacement of roof tiles or surfaces.
- Waterproof the new roof around the existing roof top items on this building.
- Consideration of facility operation during demolition construction.
- Consideration of noise impacts on neighbors.

Task 3.2 – Engineer's Estimate

The Consultant shall prepare a preliminary engineer's estimate of the probable construction cost for this project.

Deliverables:

The consultant shall prepare and submit PS&E for City's review and approval at the following stages of design:

- 60% Plans
- 100% Plans

One (1) digital pdf copy, one (1) native file copy, and two (2) hard copy of the plans per percentage produce shall be submitted to the City for review. Upon receipt of final comments from the City, Consultant will prepare 100% Plan and Specifications for City's final review and approval.

Task 4 – Bid Packages

The Consultant shall prepare a bid package including the plans, specifications, and any other documents necessary to release for bids.

Deliverables:

One (1) digital pdf copy and two (2) hard copies of the City approved design plans and specifications signed and stamped by a licensed Civil Engineer shall be submitted to the City.

Task 5 – Bid and Construction Support

The Consultant shall provide professional support during bidding process and construction activities. Consultant shall perform the following, but not limited to, lists of activities.

- Provide answers and information to bid questions or inquiry.
- Consultant shall respond to Requests for Information (RFIs) or Requests for Clarification (RFCs) and prepare the bid addenda as required.
- Attend Pre-bid meeting.
- Attend Pre-construction meeting.
- Review construction submittals
- Respond to Request for Information (RFI)
- Assist in cost estimate and analysis for Contract Change Order (CCO)
- Complete As-built drawings based upon actual construction.

SECTION IV

SELECTION OF CONSULTANTS

All proposals will be evaluated by the City of Lomita Selection Committee (Committee). The Committee may be composed of City of Lomita staff and other parties that may have expertise or experience in the services described herein. The Committee will review the submittals and will rank the proposals. The evaluation of the proposals shall be within the sole judgment and discretion of the Committee. All contacts during the evaluation phase shall be through the City of Lomita Project Manager only.

The selection committee will review the submitted proposals according to the below evaluation criteria and weighing factors. The committee will then establish a shortlist based on the highest ranked proposals. The shortlist will include enough qualified consultants to ensure that at least three consultants are interviewed.

After the interview, the committee will reestablish a final ranking of the highest ranked consultants. The highest ranked consultant will be selected for the project. Cost proposals for all qualified consultants will be opened and used to begin negotiations, however, with the highest ranked consultant. If an agreement on fees cannot be reached, then negotiations will proceed to the second highest qualified consultant, and so on until a final agreement is reached with a consultant.

The proposals will be evaluated based on the following:

A. PROFESSIONAL QUALIFICATIONS - 20 points

Identify individuals who will be assigned to this project by name, title, and their role on this project. Indicate which of these individuals you consider key to the successful completion of the project. Resumes or qualifications are required for proposed project personnel who will be assigned to the project. Qualifications and capabilities of any sub-consultants shall be included.

B. PAST EXPERIENCE WITH SIMILAR PROJECTS - 30 points

The written proposal must include a list of specific experience in the project design area and indicate proven ability in designing similar projects for the firm and the individuals to be assigned to the project. Experience should include design of roof structures for critical infrastructure with operational requirements during construction and within residential zones. The proposal should also indicate the ability to have projects completed within the budget and schedule. A complete list of client references must be provided for similar projects completed within the last two years. It shall include the firms/agencies name, address, telephone number, project title, and contact person.

C. PROPOSED WORK PLAN – 40 points

A detailed work plan is to be presented and should outline the overall project understanding, approach, and list all tasks determined to be necessary to accomplish the overall scope of the project. The work plan shall include, but is not to be limited to, the objectives/tasks listed in Section III of the RFP. The work plan shall define resources needed for each task (title and labor hours) and staff/persons completing the project element tasks. In addition, the work plan shall include a timeline schedule depicting the sequence and duration of tasks showing how the work will be organized and executed.

The work plan shall be sufficiently detailed and clear to identify the progress milestones, i.e., when project elements, measures, and deliverables are to be completed. Additional project elements suggested by the proposer that are thought to be necessary for the completion of the project are to be included in the work plan and identified as proposer-suggested elements.

Identify all of those, if any, who will be subcontracted to assist you with this project, and the extent of work for which they will be responsible. Include similar reference data for subcontractors and employees as requested above for the main proposer.

Include any other information that you believe to be pertinent but not specifically asked for elsewhere.

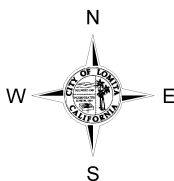
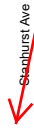
D. FEES - 10 points

Submit a fee schedule in a separate sealed envelope with proposal. Fee schedule shall clearly identify each task, number of hours assigned to each task, name and title of individual assigned to each task, hourly rate of each individual, and total hours and total dollar amount for the project.

E. AUTHORIZED NEGOTIATOR

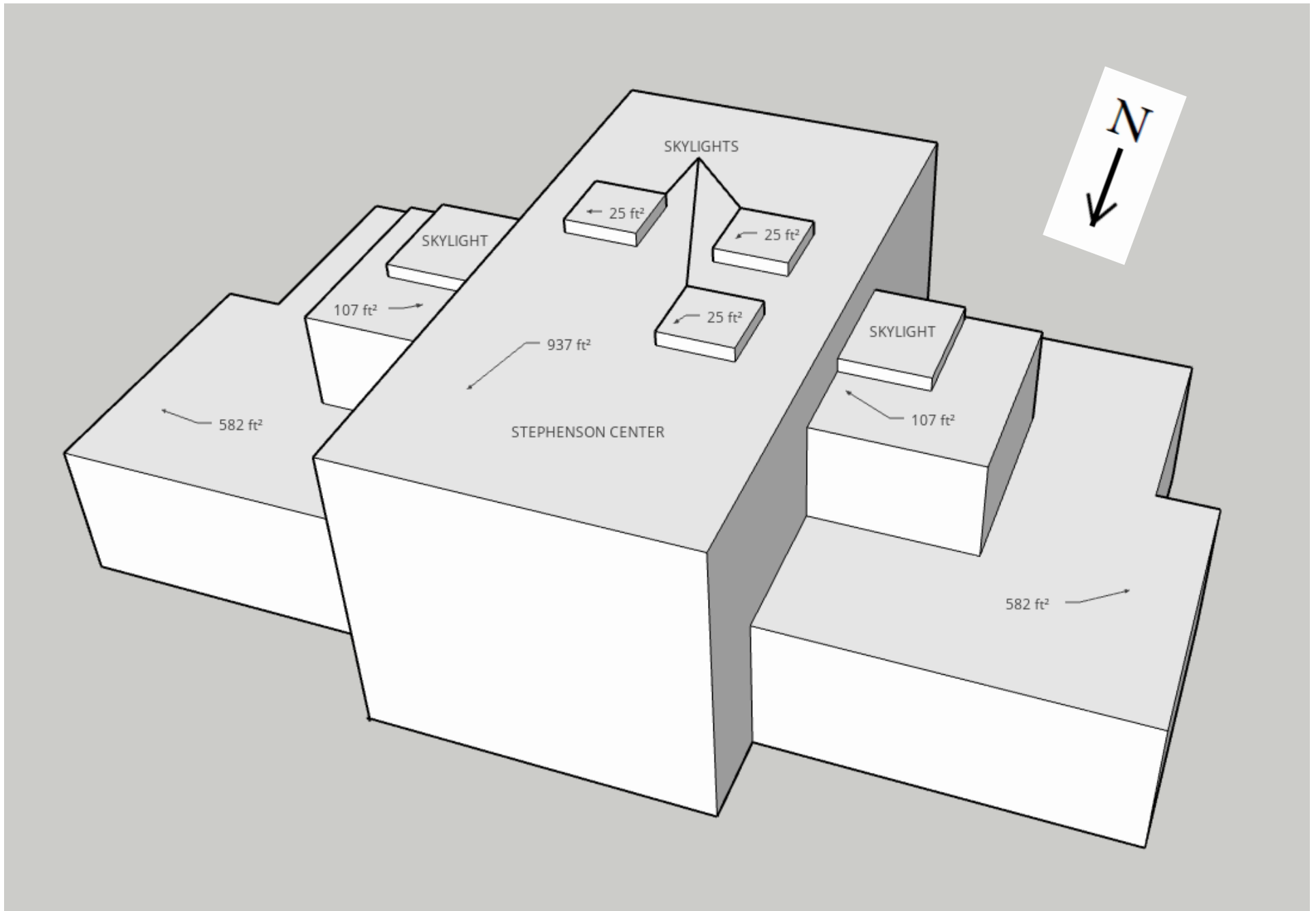
Include the name and phone number of person(s) in the organization authorized to negotiate the Professional Services Agreement with the City.

ATTACHMENT - A GENERAL CITY MAP

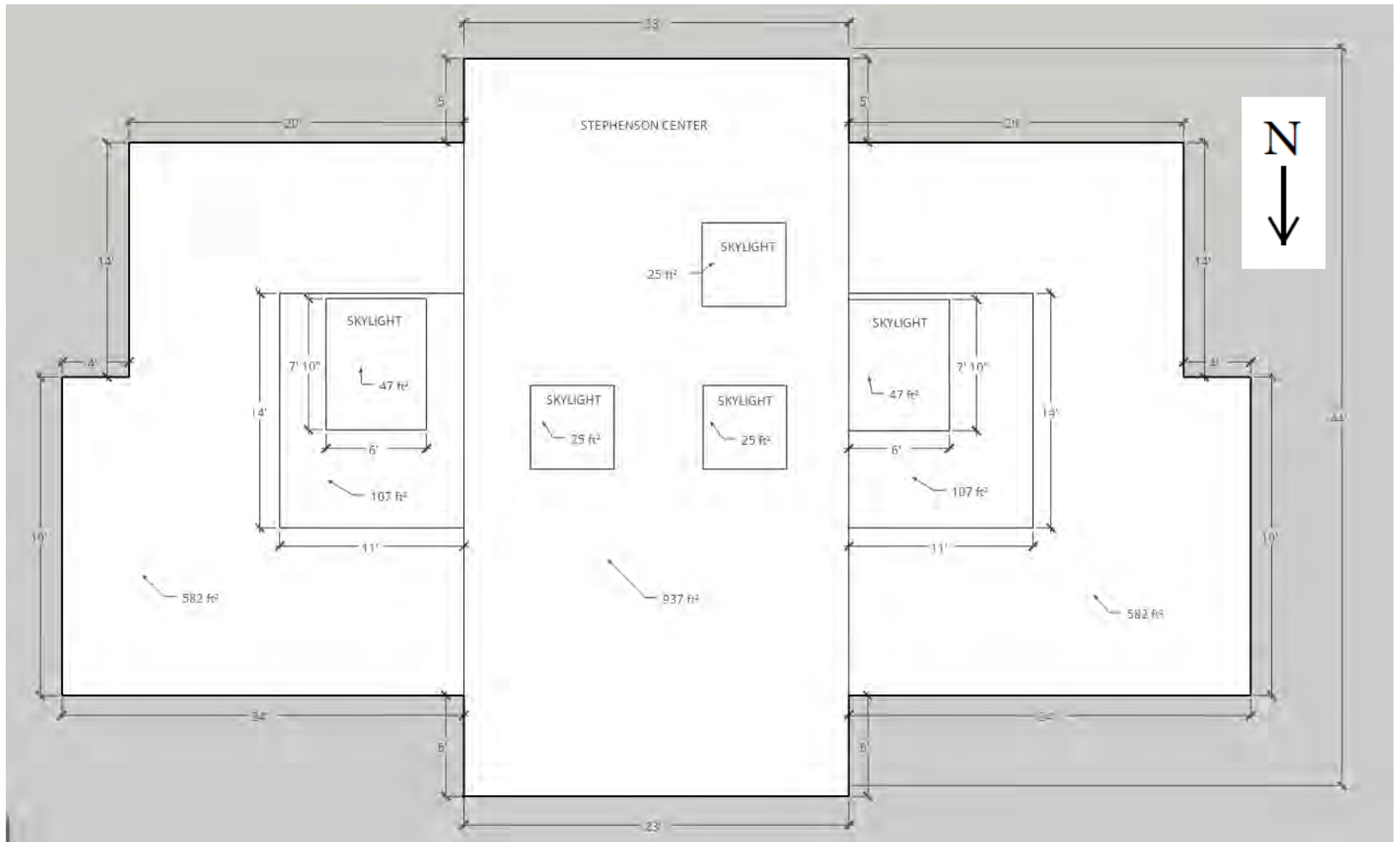


ATTACHMENT - B SITE SKETCHES AND ROUGH MEASUREMENTS





ALL DIMENSIONS ARE APPROXIMATE CONTRACTOR NEEDS TO VERIFY THEM AT SITE



ALL DIMENSIONS ARE APPROXIMATE CONTRACTOR NEEDS TO VERIFY THEM AT SITE

Stephenson Center



Stephenson Center/Lomita Park Aerial



Men's Restroom





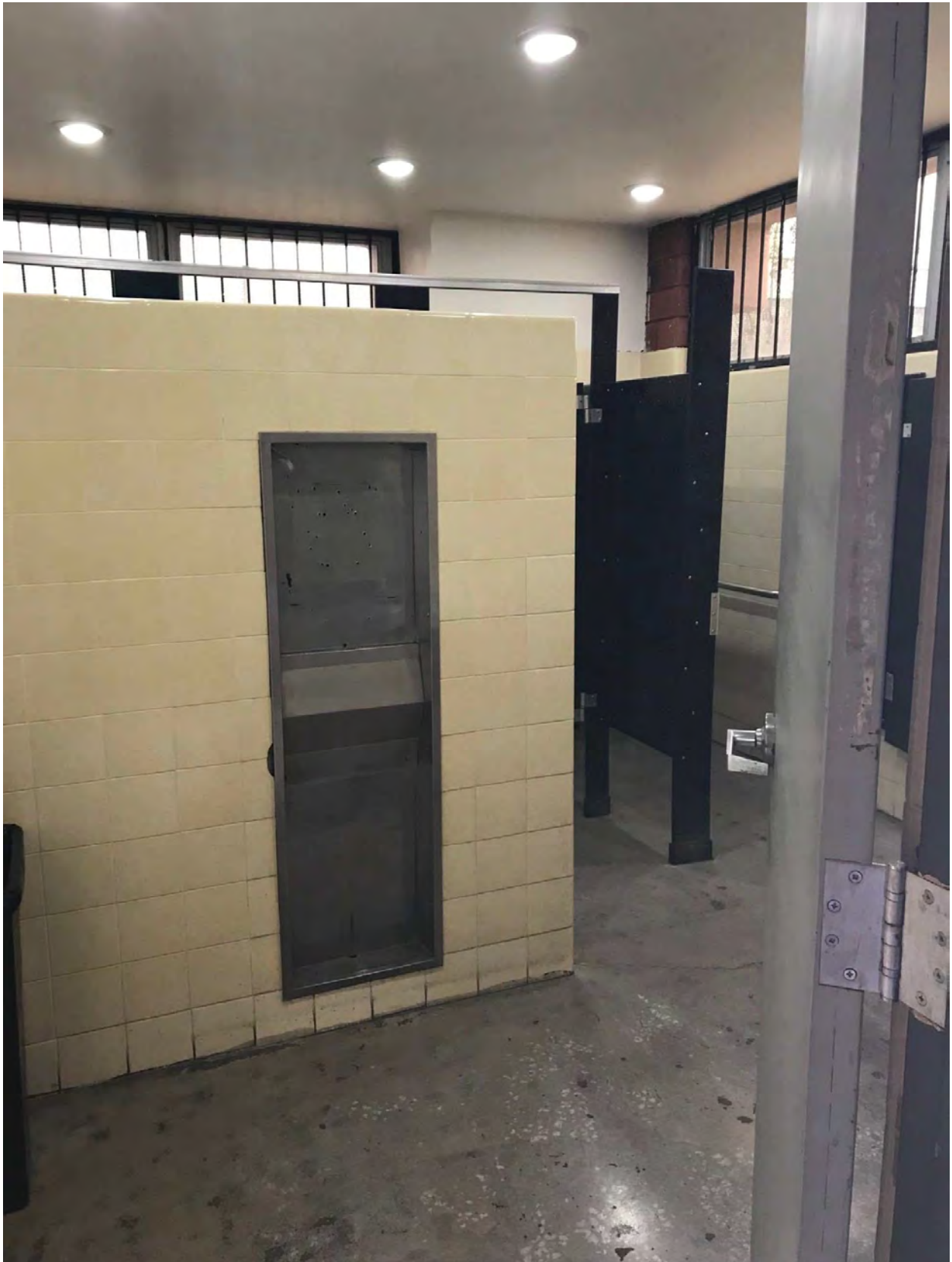
Men's Restroom



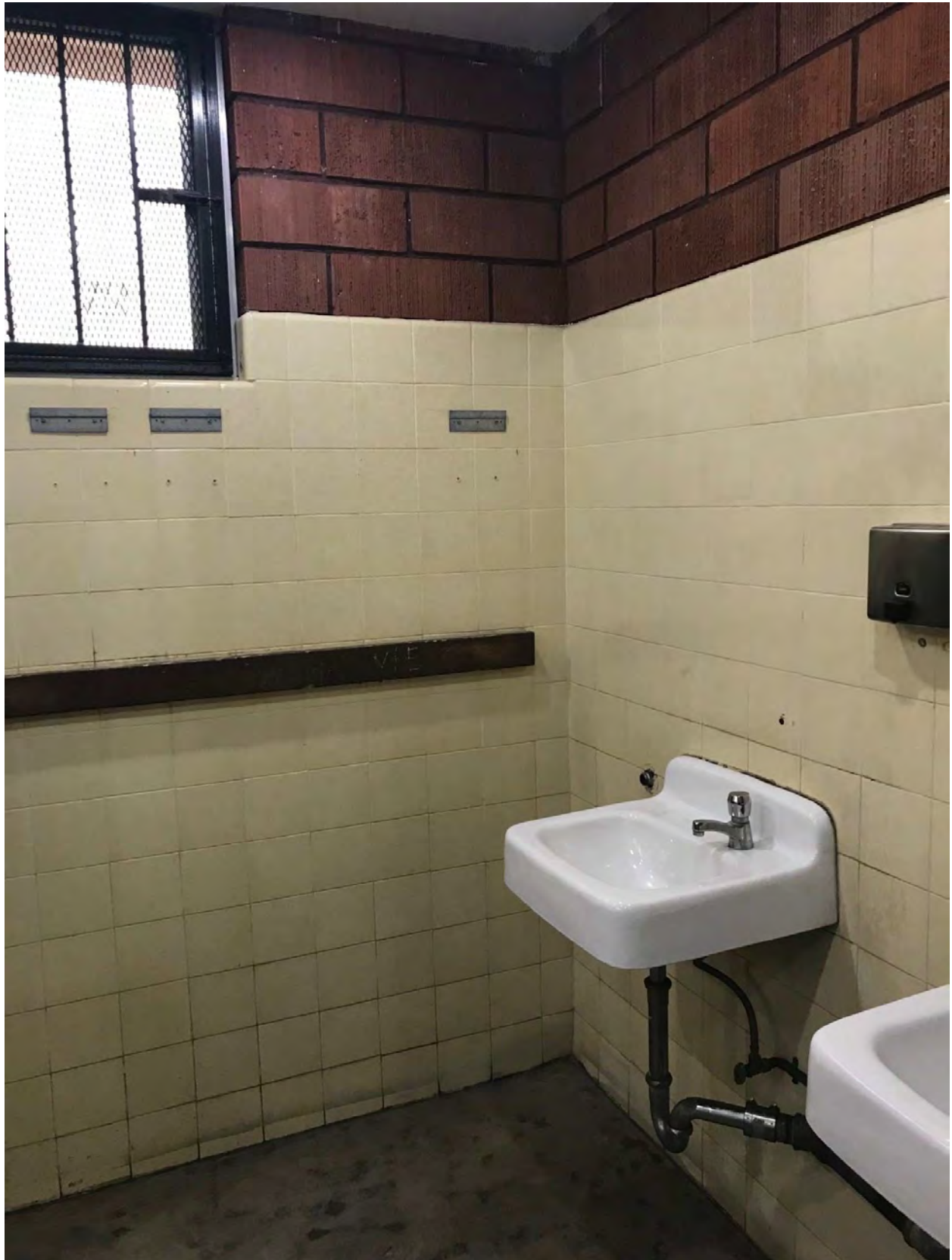
Women's Restroom Entrance



Women's Restroom



Women's Restroom



Women's Restroom



ATTACHMENT - C
PROFESSIONAL SERVICES AGREEMENT
(SAMPLE)



**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF LOMITA AND _____**

This AGREEMENT for _____ Project is entered into this ____ day of _____, 202____, by and between the CITY OF LOMITA, a general law city and municipal corporation ("CITY") and _____ ("CONTRACTOR").

RECITALS

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

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

1. CONSIDERATION AND COMPENSATION.

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

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

2. SCOPE OF SERVICES.

- A. CONTRACTOR will perform the services and activities set forth in the SCOPE OF SERVICES attached hereto as **Exhibit A** and incorporated herein by this reference. If any part of **Exhibit A** is inconsistent with the terms of this Agreement, the terms of this Agreement shall control.
- B. Except as herein otherwise expressly specified to be furnished by CITY, CONTRACTOR will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space, and facilities necessary or proper to perform and complete the work and provide the professional services required of CONTRACTOR by this Agreement.

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

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

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

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

- 7. TERM OF AGREEMENT.** The term of this Agreement shall commence upon execution by both parties and shall expire on _____, unless earlier termination occurs under Section 13 of this Agreement, or extended in writing in advance by both parties.

- 8. BEST MANAGEMENT PRACTICES AND TRAINING.** The contractor shall implement and maintain activity specific Best Management Practices (BMPs) to prevent pollutant loading from stormwater and non-stormwater discharges to receiving waters as required in Municipal NPDES Permit No. CAS004004. Contracting staff whose primary job duties are related to implementation of BMPs shall be adequately trained to effectively implement, operate, and maintain such BMPs and must be versed in factors affecting BMP effectiveness. The contractor shall certify they have received all

applicable training to implement the requirements in Municipal NPDES Permit No. CAS004004 and shall provide documentation to that effect.

9. **CHANGES.** CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONTRACTOR and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with written agreement between the parties.
10. **TAXPAYER IDENTIFICATION NUMBER.** CONTRACTOR will provide CITY with a Taxpayer Identification Number.
11. **PERMITS AND LICENSES.** CONTRACTOR will obtain and maintain during the term of this Agreement all permits, licenses, and certificates that may be required by local, state and federal laws in connection with the performance of services under this Agreement, including a business license as specified in Title VI, Chapter 2 of the Lomita Municipal Code.
12. **LAWS AND REGULATIONS; EMPLOYEE/LABOR CERTIFICATION.** CONTRACTOR shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. CONTRACTOR shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for CITY to terminate the Agreement for cause
13. **PREVAILING WAGE.**
 - A. Prevailing Wage. CONTRACTOR is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, CONTRACTOR agrees to fully comply with such Prevailing Wage Laws. Upon request, CITY shall provide CONTRACTOR with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. CONTRACTOR shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the services available to interested parties upon request, and shall post copies at the CONTRACTOR'S principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and CONTRACTOR shall therefore comply with such Labor Code sections to the fullest extent required by law. CONTRACTOR shall defend, indemnify and hold the CITY, its officials, officers,

employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

- B. Registration/DIR Compliance. If the services are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, CONTRACTOR and all subcontractors must be registered with the Department of Industrial Relations ("DIR"). CONTRACTOR shall maintain registration for the duration of the project and require the same of any subcontractors. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be CONTRACTOR'S sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against CONTRACTOR or any subcontractors that affect CONTRACTOR'S performance of services, including any delay, shall be CONTRACTOR'S sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered CONTRACTOR caused delay and shall not be compensable by CITY. CONTRACTOR shall defend, indemnify and hold CITY, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against CONTRACTOR or any subcontractor.
- C. Labor Certification. By its signature hereunder, CONTRACTOR certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.
- D. Employment of Apprentices. CONTRACTOR and all subcontractors shall comply with the requirements of Labor Code sections 1777.5 and 1777.6 in the employment of apprentices. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.
- E. CONTRACTOR or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Labor Code section 1777.1 or 1777.7. Any contract on a public works project entered into between CONTRACTOR and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid or may have been paid to a debarred subcontractor by CONTRACTOR on the project shall be returned to CITY. CONTRACTOR shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

- F. CONTRACTOR agrees to bind every subcontractor to the terms of the Agreement as far as such terms are applicable to subcontractor's portion of the work. CONTRACTOR shall be as fully responsible to CITY for the acts and omissions of its subcontractor and of persons either directly or indirectly employed by its subcontractor, as CONTRACTOR is for acts and omissions of persons directly employed by CONTRACTOR. Nothing contained in these Agreement shall create any contractual relationship between any subcontractor and CITY.

14. TERMINATION.

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

15. INDEMNIFICATION.

- A. CONTRACTOR shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of CITY'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of CITY. Should CITY in its sole discretion find CONTRACTOR'S legal counsel unacceptable, then CONTRACTOR shall reimburse CITY its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. CONTRACTOR shall promptly pay any final judgment rendered against CITY (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.
- B. The requirements as to the types and limits of insurance coverage to be maintained by CONTRACTOR as required by Section 19, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or

qualify the liabilities and obligations otherwise assumed by CONTRACTOR pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

16. **ASSIGNABILITY.** This Agreement is for CONTRACTOR's professional services. CONTRACTOR's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.
17. **INDEPENDENT CONTRACTOR.** CITY and CONTRACTOR agree that CONTRACTOR will act as an independent contractor and will have control of all work and the manner in which it is performed. CONTRACTOR will be free to contract for similar service to be performed for other employers while under contract with CITY. CONTRACTOR is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONTRACTOR as to the details of doing the work or to exercise a measure of control over the work means that CONTRACTOR will follow the direction of the CITY as to end results of the work only.
18. **AUDIT OF RECORDS.**
 - A. CONTRACTOR agrees that CITY, or designee, has the right to review, obtain, and copy all records pertaining to the performance of this Agreement. CONTRACTOR agrees to provide CITY, or designee, with any relevant information requested and will permit CITY, or designee, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this Agreement. CONTRACTOR further agrees to maintain such records for a period of three (3) years following final payment under this Agreement.
 - B. CONTRACTOR will keep all books, records, accounts and documents pertaining to this Agreement separate from other activities unrelated to this Agreement.
19. **CORRECTIVE MEASURES.** CONTRACTOR will promptly implement any corrective measures required by CITY regarding the requirements and obligations of this Agreement. CONTRACTOR will be given a reasonable amount of time as determined by CITY to implement said corrective measures. Failure of CONTRACTOR to implement required corrective measures shall result in immediate termination of this Agreement.
20. **INSURANCE REQUIREMENTS.**
 - A. CONTRACTOR, at CONTRACTOR's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:

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

1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONTRACTOR, including materials, parts, or equipment furnished in connection with such work or operations."
 2. This policy shall be considered primary insurance as respects CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by CITY, including any self-insured retention CITY may have, shall be considered excess insurance only and shall not contribute with this policy.
 3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
 4. The insurer waives all rights of subrogation against CITY, its elected or appointed officers, officials, employees, or agents.
 5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its elected or appointed officers, officials, employees, agents, or volunteers.
 6. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' written notice has been received by CITY.
- C. CONTRACTOR agrees to provide immediate notice to CITY of any claim or loss against Contractor arising out of the work performed under this agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.
- D. Any deductibles or self-insured retentions must be declared to and approved by CITY. At CITY's option, CONTRACTOR shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- E. CONTRACTOR shall provide certificates of insurance with original endorsements to CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with CITY at all times during the term of this Agreement.
- F. Failure on the part of CONTRACTOR to procure or maintain required insurance shall constitute a material breach of contract under which CITY may terminate this Agreement pursuant to Section 13 above.

G. The commercial general and automobile liability policies required by this

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

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

beyond the current fiscal year, the Agreement shall cover payment for CONTRACTOR'S only to the conclusion of the last fiscal year in which CITY appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

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

CITY	CONTRACTOR
<u>City of Lomita</u> <u>24300 Narbonne Avenue</u> <u>Lomita, CA 90717</u> <u>ATTN: City Manager</u>	<u>ATTN:</u>

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

26. **SOLICITATION.** CONTRACTOR maintains and warrants that it has not employed nor retained any company or person, other than CONTRACTOR's bona fide employee, to solicit or secure this Agreement. Further, CONTRACTOR warrants that it has not paid nor has it agreed to pay any company or person, other than CONTRACTOR's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONTRACTOR breach or violate this warranty, CITY may rescind this Agreement without liability.
27. **THIRD PARTY BENEFICIARIES.** This Agreement and every provision herein is generally for the exclusive benefit of CONTRACTOR and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONTRACTOR's or CITY's obligations under this Agreement.
28. **INTERPRETATION.** This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.
29. **ENTIRE AGREEMENT.** This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written.

30. **RULES OF CONSTRUCTION.** Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.
31. **AUTHORITY/MODIFICATION.** The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment with signatures of all parties to this Agreement. CITY's city administrator, or designee, may execute any such amendment on behalf of CITY.
32. **ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES.** The Parties agree that this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission, scanned and delivered via electronic mail, or delivered using digital signature technology approved by CITY. Such facsimile or electronic signatures will be treated in all respects as having the same effect as an original signature.
33. **FORCE MAJEURE.** Should performance of this Agreement be impossible due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.
34. **TIME IS OF ESSENCE.** Time is of the essence to comply with dates and schedules to be provided.
35. **ATTORNEY'S FEES.** The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.
36. **STATEMENT OF EXPERIENCE.** By executing this Agreement, CONTRACTOR represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. CONTRACTOR represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private Contractors, and experience in dealing with public agencies all suggest that CONTRACTOR is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.

37. DISCLOSURE REQUIRED. (CITY and CONTRACTOR initials required at one of the following paragraphs)

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

City Initials _____

Contractor Initials _____

OR

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

City Initials _____

Contractor Initials _____

[signatures on following page]

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

CITY OF LOMITA

CONTRACTOR

Ryan Smoot, City Manager

By:

ATTEST:

Kathleen Horn Gregory, City Clerk

Taxpayer ID No.

APPROVED AS TO FORM:

Trevor Rusin, City Attorney

CITY COUNCIL

BARRY WAITE
BILL UPHOFF
JAMES GAZELEY
CINDY SEGAWA
MARK WARONEK



ADMINISTRATION

RYAN SMOOT
CITY MANAGER

CITY OF LOMITA

DEPARTMENT OF PUBLIC WORKS

STEPHENSON CENTER MAINTENANCE PROJECT

ADDENDUM No. 1

DATE: April 24, 2023
TO: ALL PROSPECTIVE PROPOSERS
SUBJECT: CLARIFICATIONS TO THE REQUEST FOR PROPOSAL

Please note the following changes and/or additions to the Request for Proposal (RFP) for the project indicated above. The bidder shall execute the certification at the end of this addendum and shall attach the executed addendum to the documents submitted with the proposal.

QUESTIONS

The following are responses to questions received from prospective bidders.

Question 1: Please release the detail close pictures of the roof top HVAC equipment and the roof surface.

Response to Question 1: Please see the detail pictures of roof top surface and HVAC equipment.

Please sign the attached acknowledgement of receipt of Addendum and include the original copy with the proposal submittal.

ACKNOWLEDGEMENT OF ADDENDUM

NEW ROOF DESIGN FOR APPIAN WAY PUMP STATION

Complete and sign this acknowledgement form. Enclose the original copy of the acknowledgement in your proposal. Failure to do so may result in disqualification of your firm's proposal.

The undersigned acknowledges receipt of **Addendum No. 1** dated March 10, 2023

ATTEST:

Principal:

Address:

By:

Title:













CITY OF LOMITA

RFQ FOR ENGINEERING SERVICES FOR STEPHENSON CENTER MAINTENANCE PROJECT

SAMPLE SIMILAR PROJECTS DESIGNED BY BOA:



Sierra Madre Youth Activity-Teen Center
New 1st Floor Entry & 2nd Floor Addition
City of Sierra Madre



New Barlett Senior Center
City of Torrance



Hawaiian Gardens Teen Center Renovation
Convert daycare to new Teen Ctr.
City of Hawaiian Gardens



New Banning Wilmington Senior/Multi-Purpose
Center
City of Los Angeles



LA County ISD, Convert Fire Station to the East LA Boxing
Club, County of Los Angeles
After Renovation



Pomona Garfield Teen Canter
After Renovation
City of Pomona

TABLE OF CONTENTS

1. Cover Letter
2. Qualification & Experienc
3. Scope of Work and Project Approach

1. COVER LETTER

SUBJECT: RFP FOR LOMITA PARK STEPHENSON MAINTENANCE PROJECT

May 1st, 2023

To: Sam (Kiran) Sampat, PE

We are pleased to submit our qualifications and fee proposal in your Lomita Park Stephenson Maintenance Project. We have visited this facility and thoroughly understand your goals for this project to renovate and transform it into a dramatically improved, community center to serve your community.

BOA Architecture has enjoyed over 60 years of continuous practice. We are a very stable architectural firm with 7 employees that specializes in municipal-civic renovation project for cities-counties. If BOA is being awarded this project, our workload is that we can begin work immediately and do everything within our resources to meet your schedule and collaborate with you to meet your construction budget, and fix your roof and total remodel your restrooms, and ADA Compliance goals.

Our firm has completed the design of more than two thousand (2000) municipal type architectural design projects for over 80 different local cities and governmental agencies and BOA is intimately aware of expediting these types of rehabilitation projects. Of specific interest to you is that BOA has completed the renovation design of over 50 Community Centers, 10 Teen Centers and 11 dedicated Senior Centers. Many of these projects are facilities modernization improvement projects very similar to the requested services for your project. Facility modernization projects in the \$30,000 to \$3,000,000 construction cost range are our firm's expertise and our competitive advantage. Our staff expertise and production systems are geared for these often "messy renovation and modernization projects. Of particular interest to you is that we recently completed the conversion of an old Fire Station in East L.A. to a recreational youth boxing gym for LA County ISD, as well as assisted the City of Irvine to renovate 3 Community Centers and 1 Senior Center for ADA Compliance and modernization. Among other community centers projects designed by BOA include the Cities of Long Beach, Torrance, Carson, Cypress, Banning, Pasadena, Laguna Niguel, Gardena, and Placentia. Overall, the proposed project is needed very much and will prove to be a great asset to your community and its staff, especially those who are youth and elderly that will be using your facility. We feel BOA Architecture and its Design Team are most qualified for this project. We believe our project team can best provide the requested services for the following reasons:

- **We Understand the Project**

We understand the function and needs of both teen centers and senior centers and municipal facilities design projects. Our previous Teen/Senior centers design experience in working with the Cities of Irvine, Anaheim, Cypress, Long Beach, Torrance, Newport Beach, Stanton, Los Angeles, Placentia, San Bernardino County, Riverside County, LA County, and many other municipalities in Southern California, coupled with our existing knowledge of working on similar "deferred maintenance projects and our experience in designing over 50 Community Centers and a multitude of restroom and roof repair renovation projects, will be a definite asset. We are also keenly aware of Federal ADA Guidelines and State Code Requirements for A.D.A. compliance with Title 24 as they pertain specifically to your project

- **Our Approach is Proven**

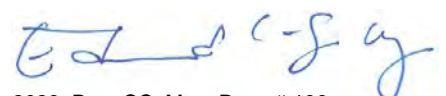
BOA's approach to your subject RFP project has been developed and refined for more than 60 years on more than 2,000 design projects for over 80 various local Cities, Counties, State and Federal Government. Our goal is that the project will be "on time" and "on budget," and that the constructed facilities exceed your expectations for function, accessibility, ease of maintenance, and that ADA Improvements will blend seamlessly with adjacent spaces and enhance the functionality of your Community Center.

- **We have Extensive Experience in Similar Projects**

We have provided an extensive list of Community Centers Teen Centers and Senior Centers design projects, and other Public Works projects successfully completed by BOA. Many of these projects are directly related to your project. Our highlighted projects exemplify our Community Center design creativity, commitment to quality design, and our ability to solve functional, and ADA related design problems quickly and effectively. We have also presented an extensive list of references from public entities and local cities that you may call to verify BOA's client satisfaction.

Thank you for the opportunity to submit this Proposal. We hope that our proposal communicates our enthusiasm and the strengths of our firm, project team, and approach.

BOA ARCHITECTURE



May 16, 2023, Reg. CC. Mtg. Page # 196
Edward Lok Ng, Architect/LEED AP, President

2. QUALIFICATION AND EXPERIENCE

BOA FIRM PROFILE

Year Established: 1961

Years In Business: 62 years of continuous operation

Current Number of Personnel: 7

Structure of Organization: S CORPORATION Stockholder: Edward Lok Ng

Current Annual Dollar Volume of Work: \$1,500,000

Level of Professional Liability Insurance: \$2,000,000 Professional Liability, \$2,000,000 General Liability

Federal Tax ID: 95-2632309

SERVICES PROVIDED BY FIRM:

Architecture

Interior Design

ADA Compliance Consultant

ADA/ CASp:

Leo Arteaga, CASp #55

Employee Since 1998

STRUCTURE OF FIRM:

California Corporation #D055-4236

Federal I.D. #95-2632309

State I.D. #153-7551-2

City of Long Beach-Business License

#

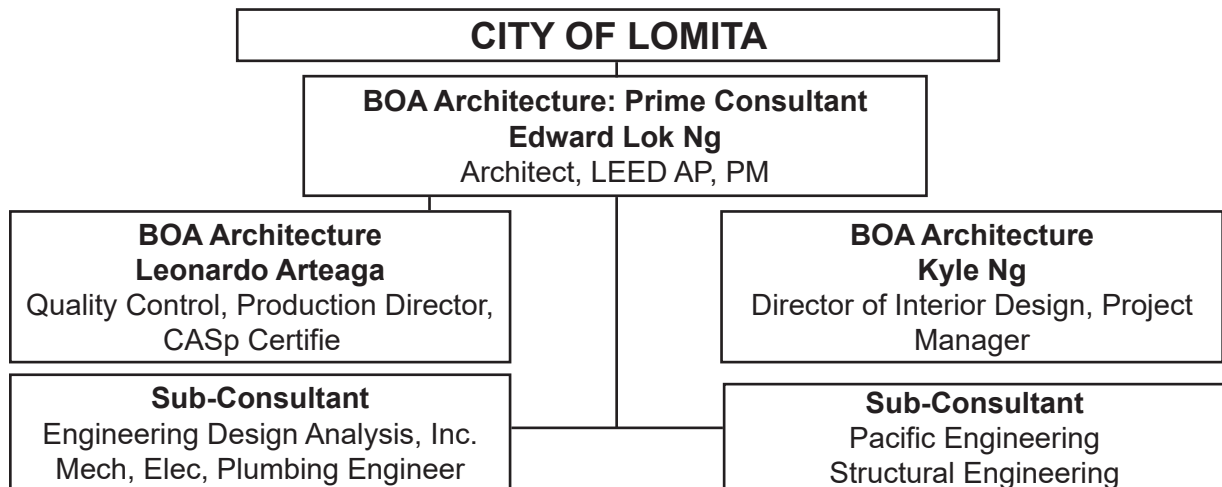
Dun & Bradstreet #04-441-9737

PRINCIPAL CONTACT:

Edward Lok Ng, Architect, LEED AP

Employed since 1982, Principal since 1996, License CA #C16840

TEAM ORGANIZATION CHART



Please note that BOA Architecture, as the prime-consultant, will be responsible for all aspects of your project. This Same Design Team have combined to complete over 100 recent municipal renovation projects.

Mechanical Electrical Engineering: Engineering- Design-Analysis 10231 Slater Ave., Suite 203, Fountain Valley, CA 92708 Kevin Friedman, P.E. CA State License# 27267- holds a BSME from Purdue University. Mr. Friedman has over 30 years' experience in Public Works projects in facilities planning and design, interiors design, special building systems planning and design, laboratory design, controls, energy conservation, and computerized building modeling and simulation for commercial and public works projects.

Structural Engineer: 17703 Crenshaw Blvd. Torrance, CA 90504; Victor Chaiprasert CA State License #C36235 - Mr. Chaiprasert is a registered structural engineer in the State of California with over 30 years of experience in steel, timber, masonry and reinforced concrete construction of all types of structures. BOA has worked with Pacific Engineering for over 20 years.

RESUMES



EDWARD LOK NG, ARCHITECT, LEED AP

PROJECT RESPONSIBILITY

- Maintain Client communication, lead overall design effort in form and function, compile client and user group input and day-to-day contact with Client.

EDUCATION

- Bachelor of Architecture, University of Hawaii, 1981

PROFESSIONAL REGISTRATION

- Licensed Architect, C-16840, State of California, 1986
- LEED Accredited Professional 2009
- Completed Accessibility Surveyor Training for State Leased Buildings and Facilities, State of California, since 2003

EXPERIENCE: Edward Lok Ng has been a member of BOA since 1982. Principal and Director of Design, Mr. Ng has over 40 years of experience in all phases of the design process. He has personally designed and managed over 800 municipal facility projects and over 500 parks and recreation projects, over 200 civic center renovation projects, and over 10 historic preservation projects, and over 30 Community Center projects. Note that he has designed both Teen Centers and Senior Center building renovation projects recently for the cities of Long Beach, Redondo Beach, Newport Beach, and LA County ISD. He leads a talented team of designers and consultants to ensure that design solutions effectively meet the clients' and users' needs while adhering to client schedules and budget constraints. He is proficient in computer aided design (CADD). He has been the Project Manager Designer for numerous City Hall facilities, civic/public buildings, parks and recreation, educational facilities, and fire station projects. This experience coupled with Mr. Ng's dedication and commitment to design excellence has led to numerous honors and commendations for BOA. Currently and recently, Mr. Ng has been the Project Manager for 2 Teen Center renovation projects, and for Senior Center projects for various local cities. A certified plan review consultant to California's Division of the State Architect, Mr. Lok Ng has completed DSA-sponsored training as an Access Compliance Plan Reviewer and Accessibility Surveyor. As a member of the City of Long Beach Disabled Access Appeals Board since 1994 and the Design Review Board for the City of Downey since 1989, he has reviewed applications and appeals for a broad range of commercial and municipal designed projects. He is also LEED, AP Certified and has design several LEED Certified projects. His expertise on sustainability design will be a definite asset towards your sustainability goals

REFERENCES

City of Placentia (2018-Current)
401 E. Chapman Ave. Placentia, CA 92870

Luis Estevez, Acting Deputy City Administrator
(re: Historic old city hall renovation)
lestevez@placentia.org
(714) 993-8120

City of Cypress (2018-Current)
5275 Orange Avenue
Cypress, CA 90630

Nick Mangkarakiri
(re. Senior Ctr. renovation)
nmangkai@cypressca.org
(714) 229-6729

City Bellflower (2016-2020)
16600 Civic Center Dr.
Bellflower, CA 90706

Bernie Iniguez
(re: Thompson Park Community Ctr. and Aquatic Ctr. Renovation)
biniguez@bellflower.org
(562) 804-1424

LA County ISD
1100 Eastern Ave
Los Angeles, CA 90063

Ourania Stamus, PM
(re: Eastside Boxing Club Teen Center)
OStamus@isd.lacounty.gov
(213) 200-8094

City of Newport Beach
100 Civic Center Dr
Newport Beach, CA 92660

Tom Sandefur, P.E.
(re: Cliff D. Clubhouse Teen Ctr.
(949) 644-3321
tsandefur@newportbeachca.gov

BOA Architecture's extensive experience in Community Centers, and teen centers, senior center design, which has allowed us to acquire and develop attributes that allows us to outperform our competitors. From assessing your needs in pre-design and all the way through construction administration, BOA has excelled on a vast array of municipal/county design projects. The following pages display selected projects that have been highlighted to demonstrate our strengths as they relate to your Community center renovation project:

Our firm has extensive experience in Community Centers, and Teen Centers and Senior Centers projects. The following are current and completed relevant renovation projects that is similar to your project, that BOA Architecture has completed within the last 5 years:

TEEN CENTER	DESIGNED	CONSTRUCTION COMPLETED
Hawaiian Gardens Teen Center 2020, convert daycare center to teen center	X	X
Pasadena Villa Parke Community Center Renovation and addition 2022, of weight room & boxing gym	X	X
Gardena Mas Fukai Park, New Teen and Senior Center Apr. 2023	X	
LA County ISD. Saybrook Recreation Center 2021 renovation and modernization	X	X
LA County ISD Sorenson Recreation Center 2021 renovation and modernization	X	X
Newport Beach Cliff Drive Clubhouse renovation and modernization 2021	X	X

SENIOR/COMMUNITY CENTER		
Cypress Senior Center Interior Renovation 2021	x	x
Banning Senior Center ADA Compliance and modernization 2020	x	x
Irvine Fine Arts Community Center 2017 modernization and ADA compliance	x	x
Irvine Heritage Park Community Center 2017 modernization and ADA compliance	x	x
Irvine Harvard Park Community Center 2017 modernization and ADA compliance	x	x
Irvine Heritage Park Community Center 2017Modernization and ADA compliance	x	x
Placentia Backs Community Center 2018 ADA Compliance and modernization	x	x
Montebello Senior Center 2022 Renovation and modernization	x	
Stanton Family Resource Center 2022 Renovation and modernization	x	
Laguna Niguel Sea Country Senior Center 2022 renovation and ADA compliance	x	x
Pomona Westmont Park Community Center 2022, Roof and Beams/ Rafter Rot repair	x	x
San Bernardino Nicholson Park Community Center Rehabilitation and repair 2022	x	
LA County ISD Campanella Park 2021 renovation and modernization	x	x
LA county ISD East Side Boxing club renovation, 2022 convert fire station to youth boxing gym	x	x
Placentia Powell Building, Senior Center 2019 Renovation and ADA Compliance	May 16, 2023, Reg. CC. Mtg., Page # 199	x

LA COUNTY ISD, Saybrook Recreation Ctr. Roof Replacement

In 2018 BOA Architecture was selected to provide Architectural On-Call Services on behalf of the County of Los Angeles –Internal Services Department (ISD) for their Deferred Maintenance Program for their existing buildings. To date, we have completed the design of 10 renovation/modernization projects in the cost range of \$50,000 to \$1,500,000 in construction cost. One of the more challenging projects was the roof replacement project at Saybrook Recreation Center. Since the 1980's, very little maintenance or improvement was done to this little 3000 sf community building located in East LA. Since then, creeping fig vines had engulfed most of the building and onto the roof, damaging the walls and parapet flashing. The HVAC units had been replaced recently but the roof leaks and rainwater leaked through the HVAC ducts and roof penetrations. Additionally, the building did not have any roof insulation, resulting in poor energy performance.

Design Solution: With a very limited construction budget of \$300,000, and directions to preserve the existing rooftop HVAC equipment and ducts, BOA added tapered R-30 rooftop insulation, replaced the built-up roofing & roof flashing, removed and reinstalled existing HVAC equipment and existing ducts, provided positive rainwater drainage to new roof drains and overflow scuppers. We created new taller equipment platforms and duct penetration platforms to resolve leaks from the HVAC system. As "best practice" procedures, the ducts and roof mounted pipes and conduits were supported on foam rubber blocks. Construction was completed in April 2021.



BEFORE: exterior walls with invasive vines.



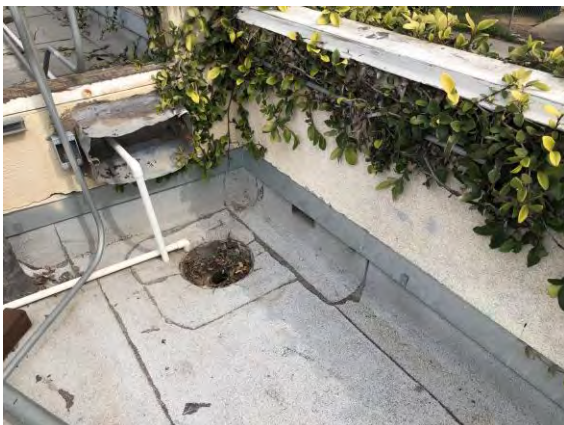
AFTER: removed invasive vines, new plaster finish-coat, painted walls.



BEFORE: old roof, exist. HVAC equipment.



AFTER: new rigid insulation & roof, reinstall exist. HVAC equipment onto new equipment platforms.



BEFORE: non-compliant condensate, damage caused by vines



AFTER: condensate line rerouted, invasive vines removed, new coping, new scuppers

Tidelands Beach Restrooms

Client: City of Long Beach, Public Works Dept. Parks, Recreation & Marine Dept. Reuben Tolentino 714-412-5672

Team: Edward Lok Ng **Construction Cost:** \$5,000,000 **Started:** April 2014 **Construction Completed:** May 2016

Project Description: Located on the beaches off Long Beach's Marine Stadium, Alamitos Bay, Rainbow Harbor, Alamitos Beach, and Junipero Beach, BOA designed 8 new beach restroom facilities and extensively renovated 2 more. Their locations designation are; Mothers Beach South, Bayshore North, Bayshore South, 62nd Place, Granada Av., Junipero Av., Cherry Av., Coronado Av., 8th Place, and Queensway adjacent the Aquarium. Each location was architecturally designed to be compatible with the nearby community. Functions of the new building included individual beach changing rooms with toilet, a bank of common lavatories are stationed under a covered shade immediately out the changing rooms. Nearby outdoor beach showers are conveniently located. All areas of the facility are fully accessible and ADA compliant. Ease of maintenance and Crime Prevention Through Environmental Design were important considerations in the design and orientation of the new buildings. As a result heavy-duty stainless steel plumbing fixtures, fiberglass doors & frames, and CMU interior walls were chosen. Liquefaction and a high water table were geotechnical issues that needed special attention. Thus, over-excavation & mat concrete slab were used to mitigate differential settlement and soil instability. As public artwork, each beach location was enhanced with ocean themed tile wall mosaic and mosaic tiled sidewalks. This was directed by the City and designed by BOA.



Queensway Beach Restroom



Mother's Beach South Restroom



Granada Ave. Beach Restroom & Concession Renovation



Cherry Ave. "pre-fabricated" Beach Restroom



Street into entry courtyard



Multi-purpose Rm. for dining/dancing/card playing



Courtyard entry

Project: Bartlett Senior Center, Torrance, CA **Client:** City of Torrance, 3031 Torrance Blvd., Torrance, CA 90509
Architect Team: Edward Lok Ng; project manager/project designer

Project Description: This new two-story, 13,000 square foot facility provides both recreational and social needs of senior citizens in Old Downtown Torrance. It was designed specifically for seniors with limited mobility, and exceeds ADA code requirements. Accessibility features included; an elevator, automatic opening doors, liberal use of handrails/grab bars, and an open plan to facilitate accessibility. An entry courtyard shaded by trees welcomes visitors and seniors. A full commercial kitchen serves over 300 hot meals per day. To bring the project within a tight budget, the 5000 sf multi-purpose room was constructed over 6 existing championship quality shuffleboard courts. Great effort was made to preserve the shuffleboard courts in both the design and construction phases. CPTED (Crime Prevention Through Environmental Design) features include, CCTV, access controls, and natural courtyard surveillance. The building exterior was designed to be architecturally compatible with the adjacent "Art Deco" style museum. A Senior Advisory Committee was organized to formulate security and accessibility goals, and provide user input in the design process. The courtyard allowed seniors to participate in recreational activities or "people watching" in a secured lush/shaded outdoor space.

LA COUNTY ISD, Eddie Heredia, Eastside Boxing Club



BEFORE



AFTER, Just completed, 2022

Client: County of Los Angeles ISD, contact; Keith Andersen 310-720-2921 or Shahen Soghomonian 818-751-9377 **Construction Cost:** \$1,300,000 for 5000 sf renovation. **Completed:** 2022 Located in East LA, this renovation

project totally transformed a historic, but obsolete, 1960's mid-century fire station into a recreational community boxing gym for local youths. BOA worked with the County historian to ensure that the exterior defining architectural features of the building were not altered. The non-original apparatus garage doors at the street frontage and alley, were replaced with new sectional glass garage doors for openness and natural lighting. The new garage doors maintained the historic character of the original fire station. Even though, new HVAC was installed, the large operable glass garage doors allowed for natural open-air boxing-training workouts, which was much desired option by the boxers and trainers. The old and ugly rooftop HVAC equipment were removed, and roofing was replaced with new shingles. Exterior walls-windows were repaired, patch & painted. The interior was totally gutted to install new electrical/data, new LED lighting, new drywall, and removed some walls to create larger workout-training areas, and a weight room. The former sloped floor apparatus garage, was demolished, re-poured with new concrete, for a boxing ring and enough space around the ring for portable chairs and bleacher for viewing. Other project scope comprised of replacement & modernizing the HVAC, plumbing & electrical systems, fire alarm, interior/exterior lighting, new renovated ADA compliant restrooms with lockers, add R-30 roof insulation, replace the roof & rain gutters, repair rotted wood beams and fascia, new rubber sports flooring throughout, paint interior/exterior, removed former kitchen walls & built-ins to create larger rooms. New exterior sitework included; ADA parking stall, large trash enclosure, new entry ramp/stairs for accessibility, new gates/fence off alley, new



New Restrooms w Lockers



New Rubber Sports Flooring & LED Lighting



New Trash Enclosure, Gates, Fence, Add Parking



The main entry located at the corner of Pacific Coast Hwy./Eubank Ave in Wilmington, is a contemporary expression of the historic Banning House



Playful colors define the stage at the Multi-Purpose Rm. Commercial kitchen for meals program Spacious interior hallways overlook courtyard.

Project: Wilmington Senior/Multi-Purpose Center at Banning Park, Los Angeles Area-Wilmington, CA

Client: City of Los Angeles, Recreation & Parks Dept. contact Paul Tseng ph: 213-847-9435

Construction Cost: \$2,400,000

Completed: 2003

Architect Team: Edward Lok Ng,

Project Description: A new "state of the art" facility dedicated to senior citizens. It will meet recreational/social needs of seniors, and provide a "home away from home." This 12,000 sf facility is located on the grounds of National Historic Banning House. BOA worked closely with a Historic Consultant to locate & design a new building that was compatible but not mimic the Banning House. BOA also coordinated with the Councilman's Office, User Groups, City Cultural affairs, and Park Preservation to resolve design conflicts. This U-shape building with a courtyard focus, offered natural lighting within a secured environment, and provided a pleasant setting for seniors to meet and outdoor recreation. It was designed specifically for seniors with limited mobility and varying disabilities. This facility exceeds ADA accessibility code requirements, featuring, access lift to the stage, automatic opening doors, liberal use of handrails/grab bars in the hallways, and an open plan to facilitate visual accessibility. Crime prevention features included, access controls, selective use of windows at ground level, and natural surveillance at courtyard and front entry. BOA coordinated workshops with senior & park user groups to formulate security, programmatic, and accessibility goals and provided a forum for User input.



BEFORE



New Computer Room

Hawaiian Gardens Teen Center

Construction Cost: \$500,000 **Owner:** City of Hawaiian Garden **Architect Team:** Edward Lok Ng, Leo Arteaga
Completed: 2019 **Project Description:** BOA was commissioned to completely renovate and convert an existing 3000 sf. old pre-manufactured building that was used as a childcare facility to a new facility dedicated to teenagers of Hawaiian Gardens. It was designed to meet their recreational and social needs, and also provide after-school and weekend "intervention" programs. It was designed specifically for teens, to give them "their own place". A place that is safe, with programs catering specifically to teens, and a place to receive guidance, supervision and help with their homework. The entire existing interior was gutted while the exterior shell was left in-tack. The interior improvements included; a large multi-purpose game room for computer gaming, table games, and social activities, a large computer room for homework and training, another room for homework and internet access, teen counseling is available in the staff office, arts and crafts, kitchen for cooking crafts and snacks are accommodated in the large multi-purpose room. Large expanses of interior glass windows allow separation and easy visual access for one staff member to visually survey all the rooms from the staff office. Other interior improvements include; new LED lighting throughout, ADA restrooms, warming kitchen. Outdoor improvements include; new landscape-hardscape, large outdoor multi-purpose gathering area with basketball court and volleyball court stripping, and shaded picnic-BBQ area. ADA compliance improvements include; retrofit ADA restrooms, new ramp at front and rear entrances, accessible parking stall, and new doors. The exterior was painted in a playful multi-color scheme to accentuate the modules of the premanufactured building and give the appearance of a place that is fun and full of life. Multi-color interior accent walls recall the exterior color scheme.



AFTER





BEFORE



AFTER

City of Pomona, Garfield Teen Center

Construction Cost: \$250,000 **Owner:** City of Pomona, CA **Architect Team:** Edward Lok Ng, Miguel Andrade

Project Description: In a Design-Build team with New Creation Builders, general contractor, BOA was commissioned to convert an existing 1500 sf. Old 1930's house to a new facility dedicated to teenagers of Pomona. It was designed to meet their recreational and social needs, and also provide after-school "intervention" programs. It was designed specifically for teens, to give them "their own place". A place that is safe, with programs catering specifically to teens, and a place to receive guidance, supervision and help with their homework. The entire existing house interior was gutted while the exterior shell was left in-tack. The interior facilities improvements included; a large multi-purpose game room, a quiet room for homework, another room for computer gaming and internet access, teen counseling is available in the staff office, arts and crafts, kitchen for cooking crafts and snacks are accommodated in the large multi-purpose room. Other interior improvements include; new LED lighting throughout, ADA restrooms. Outdoor improvements include; new landscape-hardscape, outdoor gathering area, and basketball court in the parking lot. ADA compliance improvements include; retrofit restrooms, new ramp at rear entrance, accessible parking stall, reception sign-in counter, handrails at stairs, and new doors. Sustainability features include drought-tolerant plants/trees, decomposed granite walkways and catch basin areas to allow rainwater infiltration, LED lighting, and a new white color reflective roof.





BEFORE

AFTER: NEW 1ST FLOOR ENTRY & 2ND FLOOR ADDITION

AERIAL OF NEW AND RENOVATED FACILITIES



Project: Youth Activity-Teen Center,
Construction Cost: \$1,400,000
Owner: City of Sierra Madre, CA

Project Description: A new “state of the art” facility dedicated to teenagers of Sierra Madre, it will meet their recreational and social needs, and also provide after-school “intervention” programs. It was designed specifically for teens, to give them “their own place, their “clubhouse” on the second floor over an existing community center. In outreach meetings with the teens,, the teens decided that it should be a “tree house” just for teenagers. This second floor addition was nestled among oak trees, incorporated articulated knee braces (representing tree branches) and fiber cement siding & generous roof eave overhangs into a contemporary expression of craftsman motif to achieve the

“tree house” appearance. The architecture was also sensitive to the surrounding residential craftsman style and the architecture of the existing building on the first floor, by matching the existing horizontal red brick and low pitched wood gable roof. This facility included a large multi-purpose game room, other rooms for homework, computer labs, teen counseling, staff office, skateboard storage, arts and crafts, kitchen for cooking crafts and snacks, and outdoor gardening and gathering areas. Playful colors and shapes dominate the interior. Large corner windows provided panoramic views of the City park grounds. The new second floor addition was built independent of the roof structure below to allow current City programs to remain operational during construction, and to save money on needless demolition and rework of the existing first floor. The first floor was also renovated for ADA compliance that included retrofit restrooms, new ramps, reception counter, and new doors.



Street into entry courtyard



Multi-purpose Rm. for dining/dancing/card playing



Courtyard entry

Project: Bartlett Senior Center, Torrance, CA **Client:** City of Torrance, 3031 Torrance Blvd., Torrance, CA 90509
Architect Team: Edward Lok Ng; project manager/project designer

Project Description: This new two-story, 13,000 square foot facility provides both recreational and social needs of senior citizens in Old Downtown Torrance. It was designed specifically for seniors with limited mobility, and exceeds ADA code requirements. Accessibility features included; an elevator, automatic opening doors, liberal use of handrails/grab bars, and an open plan to facilitate accessibility. An entry courtyard shaded by trees welcomes visitors and seniors. A full commercial kitchen serves over 300 hot meals per day. To bring the project within a tight budget, the 5000 sf multi-purpose room was constructed over 6 existing championship quality shuffleboard courts. Great effort was made to preserve the shuffleboard courts in both the design and construction phases. CPTED (Crime Prevention Through Environmental Design) features include, CCTV, access controls, and natural courtyard surveillance. The building exterior was designed to be architecturally compatible with the adjacent "Art Deco" style museum. A Senior Advisory Committee was organized to formulate security and accessibility goals, and provide user input in the design process. The courtyard allowed seniors to participate in recreational activities or "people watching" in a secured lush/shaded outdoor space.

LA COUNTY ISD, Deferred Maintenance Program

In 2018 BOA Architecture was selected to provide Architectural On-Call Services on behalf of the County of Los Angeles –Internal Services Department (ISD), contact; Keith Andersen 310-720-2921 or Shahan Soghomonian 818-751-9377, for their Deferred Maintenance Program for their existing buildings. To date, we have completed the design of 12 renovation/modernization projects in the cost range of \$50,000 to \$1,500,000 in construction cost. The design of the following projects has been recently completed.

Roy Campanella Park Recreation Center, 4000 sf Renovation, **Construction Cost:** \$800,000 Located in the City of Compton. Currently in construction, the project scope comprised of the replacement and modernizing of the HVAC & electrical systems, new fire alarm, new exterior lighting, renovate restrooms for ADA Compliance, add R-30 roof insulation, replace the roof, rain gutters, repair rotted wood beams, provide positive stormwater drainage in the courtyard, provide new flooring, and paint interior/exterior.



Roy Campanella Rec Ctr, Compton CA,



Saybrook Rec Ctr, East LA, CA,

Saybrook Recreation Center, 3000 sf Renovation, **Construction Cost:** \$700,000 Located in East LA Currently in construction, the project scope comprised of the replacement and modernizing of the plumbing, replace electrical service, new fire alarm, new interior & exterior lighting, renovate restrooms new fixtures/finishes, add R-30 roof insulation, replace the roof, replace HVAC ducts, provide positive stormwater drainage in the courtyard, provide new flooring, and paint interior/exterior, remove wood siding & invasive vines, install new plaster finish on entire building exterior.

Sorensen Recreation Building, 3000 sf Renovation, **Construction Cost:** \$600,000 Located in the City of Whittier. Currently in construction, the project scope comprised of the replacement and modernizing of the HVAC & electrical systems, new fire alarm, new exterior/interior lighting, renovate restrooms for ADA Compliance, replace roof, windows & doors, replace rotted eave fascia, repair rotted wood trims, provide new flooring, and paint interior/exterior.



Sorensen Rec Building, Whittier, CA, In-Construction; Replace Windows/Trims, Fascia

Eddie Heredia Boxing Club, 5000 sf Renovation, **Construction Cost:** \$1,100,000 Located in East LA. Currently beginning construction. This renovation project totally transforms a 1960's mid-century fire station into recreational community boxing gym. The project scope comprised of the replacement and modernizing of the HVAC, plumbing & electrical systems, new fire alarm, new interior/exterior lighting, new restrooms with lockers, add R-30 roof insulation, replace the roof & rain gutters, repair rotted wood beams and fascia, new ADA parking stall, new trash enclosure, new flooring, paint interior/exterior, new entry ramp/stairs, remove walls to create larger rooms, and new sectional garage doors that will allow both natural ventilation and air conditioning for boxing events and training. The new garage doors will also maintain the historic character of the original fire station.



Just completed, Eddie Heredia Boxing Club, East LA, CA,

Pasadena Villa Parke Community Center Remodel

Construction Cost: \$1,000,000

Location: Villa Parke, Pasadena, CA

Architect Team: Edward Lok Ng, Leo Arteaga, Miguel Andrade

Client: City of Pasadena Dept. of Public Works, contact: Tiffany Chen PE (626) 744-6771 **Year Built:** Nov.. 2022

Project Description: BOA Architecture just completed the design phase with construction to start Dec. 2020. BOA Architecture was commissioned to modernize this old municipal community center and pool facility at the Villa Parke Community Center. The improvements to this expansive 2-story community center includes; bulletproof protective glass at the front public reception counter, new polish concrete flooring in the hallways, replace the roof leak damaged flooring and ceiling in the senior center community room, repair window leaks in multiple locations, and replaces the entire roofing (20,000 sf) with new PVC-TPO roofing. Most of the old pool equipment room will be replaced; pool filters, circulation pumps, pit submersible pump at backwash pit, boiler, and along with their associated plumbing pipes. On the pool deck, everything on the deck will be replaced; including; pool coping, stairs, deck drains, lifeguard stands, diving board, lockers, light poles, pool depth markers, bleachers, and remodel the pool locker room. A new feature that pool patrons will enjoy year-round is the new shade canopy structure that will protect the bleachers from the sun. New electrical power and lighting will allow for extended night-time activities such as; night swimming and movie-night at the pool with a big screen. The "gem" of this renovation project, is the addition of a new entry lobby for the existing Boxing Gym and Weight Room. The existing courtyard that is situated between the Boxing Gym and Weight Room will be demolished to make way for a new indoor lobby will have direct access to, not only the Boxing gym and weight rooms, but the basketball gym and the pool deck through the Weight Room.



Front entry to Villa Parke Community Center



Jan. 2022 Construction at New Entry Lobby



Proposed Interior of New Entry Lobby

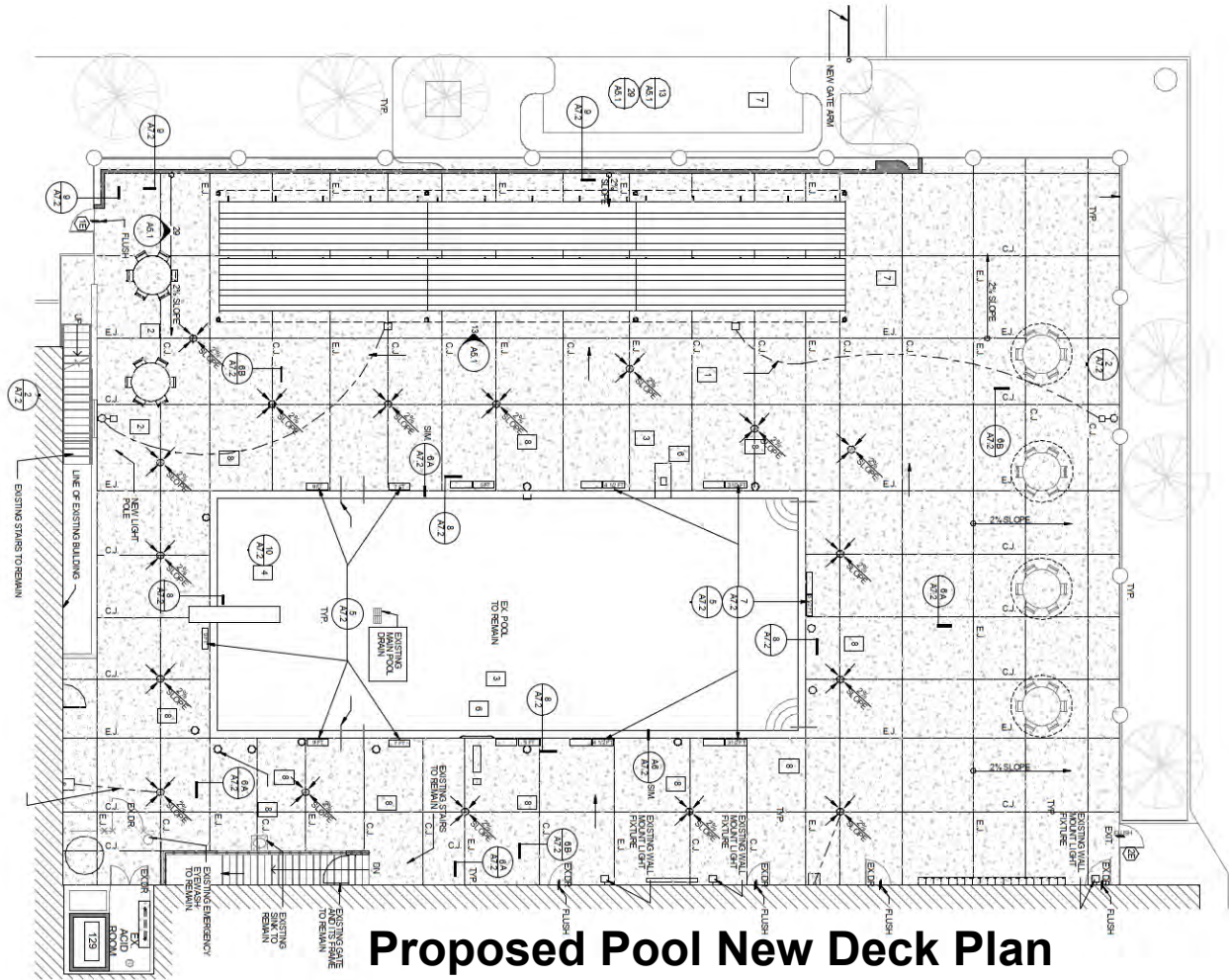


Proposed Exterior of New Entry Lobby

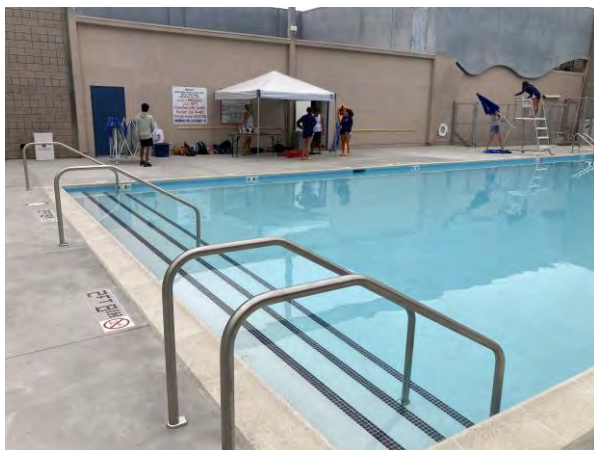


May 16, 2023, Reg. CC. Mtg., Page # 210
Proposed Interior of New Entry Lobby

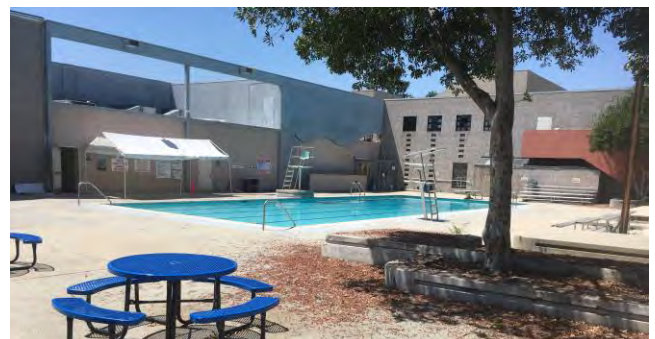
Pasadena Villa Parke Pool Deck & Equipment Replacement



BEFORE



June 2022 Construction at Pool Deck



Completed New Shade Structure and Bleachers

BACKS COMMUNITY CENTER, ADA Compliance

Client: City of Placentia **Contact:** Luis Estevez, Director of Public Works

Construction Completed: Oct. 2017

Architect Team: Edward Lok Ng, Leo Arteaga **Construction Cost:** \$300,000 CDBG funds

Project Description: BOA was responsible for ADA compliance to this 8,000 sq f.t. community center/senior center. Work included, accessible ramp, accessible parking, new walkways and sidewalk repair, stairs retrofit, new guardrails/handrails, restroom totally renovated, door and door hardware, and new drinking fountains. BOA creatively deleted the non-accessible front entry ramp to form an ADA compliant sloping entry ramp. The restrooms were very tight to begin with. BOA was able to make the restrooms ADA compliant without deleting any plumbing fixtures, as all the fixtures were needed for special events.



ADA retrofit of stairs and new ramp at the right side



BEFORE, non-ADA compliant sloping ramp



AFTER, new ADA compliant entry ramp

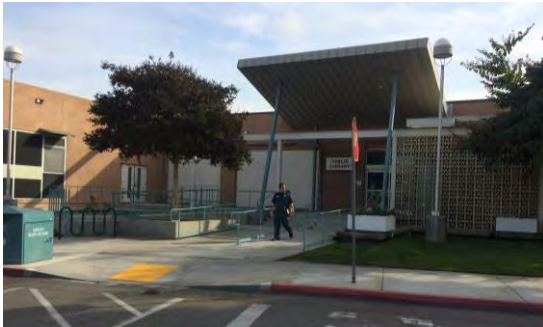


BEFORE, non-ADA compliant restrooms

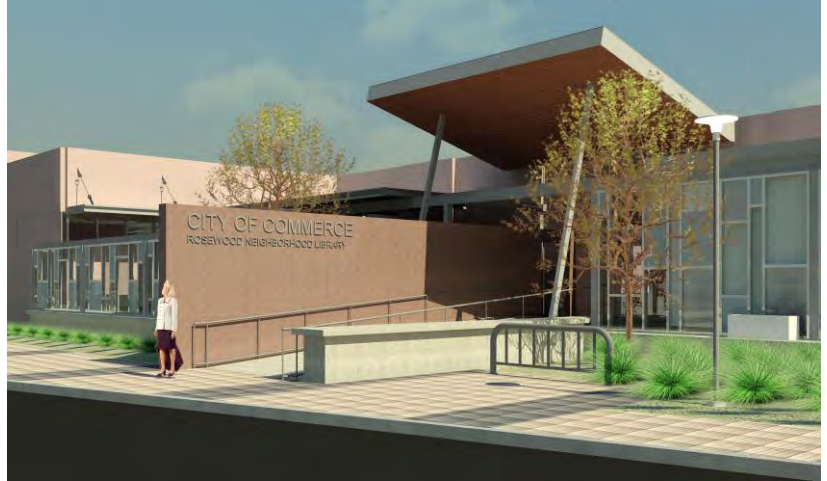


AFTER, totally new ADA compliant restrooms

City of Commerce City Hall Exterior Frontage Renovation



BEFORE – Entry to Library



AFTER - Proposed new Library Entry and private courtyard



BEFORE – City Council Entry



AFTER - Proposed new City Council Entry Structure and Plaza

Client: City of Commerce contact: Gina Nila, Public Works Sr. Project Manager 323-722-4805

Construction complete: Dec. 2023 **Construction Cost:** \$1,300,000 **Architect Team:** Edward Lok Ng, L Arteaga

Project Description: BOA Architecture provided architectural & engineering design for the renovation and exterior frontage improvements to the Civic Center's entry plazas for the City Council and the Main Library public. This is a great example of how an architectural façade improvement can and will, dramatically change and revitalize the exterior appearance, and at the same time implement ADA Compliance for the main entries. It will refresh an old 1960's mid-century building, and transform it into a modern-contemporary civic center. At the Library Entry Plaza, BOA demolished a meandering entry ramp and stair to create a single monumental entry ramp with decorative and contemporary signage wall that doubles as a separation for the new Library meditative courtyard. At the City Council Entry Plaza, BOA demolished a sloping lawn area that was problematic for use by the adjacent Senior Center, which shares this plaza, to create a distinctively modern and dramatic entry shade structure. This bold, upward soaring roof structure helps to "invite" people into the City Council Chambers, and as a focal point for large outdoor city sponsored celebrations and presentations. On each side of the entry structure are water features that add to the ambiance of the entry approach. Contrasting color permeable pavers arranged in bold stripes complement the dramatic entry structure. New multi-color glass façade walls replaced existing CMU block screen walls. Other work included; new trees/landscaping, ADA ramps/stairs, and tenant improvements to 1500 sf of the Main Library.



3. SCOPE OF WORK AND PROJECT APPROACH

We have reviewed your Scope of Work of the project in the RFP and completed a walk through of your facilities, and we completely understand your project. BOA and our sub-consultants are ready to provide Architectural and Engineering services for your Lomita Park Stephenson Center project. We understand that our priority is to significantly and dramatically improve the public restrooms and repair the roof of your Community Center. We understand that we will need to creatively work to give you the most for your budget. BOA has done this to numerous other community centers and BOA is up to the challenge...

DESCRIPTION OF WORK

We understand the the purpose of this RFP is to seek the services from an Engineering firm to design a new cool roof (Tremco Roofing Alpha-Grade Restoration System for Gravel Surface Roof or equal), on the top-level flat roof, resistant to termites.

For the two restroom areas, the design must include drawings for removal and replacement of the all-fixtures, two roof skylights, glass windows, new toilet stall partitions, doors and two ADA toilet stalls for both men's and women's restrooms the following services will include, but not be limited to:

- Collect and review existing building roof condition, termite infiltration in the area under the roof, prepare a report from licensed contractor, detailing extent of the damage and mitigation (fumigation) solutions.
- Prepare demolition plans for removing existing roofing, disposition of termite infected roof and insulation, preserve existing roof top HVAC units and ducts, and waterproof AC unit and new Skylight openings. Install the new skylights in the same location as on the old roof.
- The design firm will collect from the City Lomita (City) all pertinent data and information regarding the existing site improvements, record grading plan or existing topography, utilities, City design standards, input from City staff and any other information that may affect preparation of the conceptual design. This shall include meeting with City staff to review their understanding of the project requirements and visiting the site to investigate existing conditions to detect opportunities and constraints. Additionally, the presence of existing utilities and points of connection will be identified during the site visit. The firm will meet with City staff to review the completed conceptual plan, make revisions based on input.
- Prepare preliminary and final design of termite resistant roof top tiles (light concrete tiles)/ surface to replace existing roof top material.
- Provide construction notes that the facility will be open during demolition & construction.
- All new roofing material installations will last for 30 years. The design contactor shall propose integrity testing of roof prior to acceptance and project completion.
- Replace the wall and floor coverings in the restrooms, repair stucco & repaint the exterior of the building
- Provide project administration and construction support for the roofing contactor selected by the City of Lomita to replace and install the new roof.
- Hold monthly meetings to update City of Lomita staff on design development
- Provide Engineering support during roof and toilet demolition, attend construction meetings, and complete record drawings.
- Prepare full Plans Specifications & Estimates (PS&E) of probable construction costs in preparation for bidding for review and approval by the City Engineer.
- We understand that you do not have any as-built drawings of this building. Therefore, we will do on-site measurements and recreate CADD as-built drawing.
- Provide a line-item for optional asbestos report.
- Repaint the entire interior.
- Consider replacing the skylights with solar lighting tubes to save money.

PROJECT MANAGEMENT APPROACH

This section contains a description of our project management approach, highlighting how BOA will manage and implement our production systems to complete your project as contained in the Scope of Work of the RFP. We have visited the site where work will be done and we totally understand what needs to be done. BOA has over 60 years of continuous architectural experience in managing and designing similar public facilities from project conception to project close-out. Our in-house staff also has an abundance of architectural Public Works facilities experience and successful past performance for the following areas of an architectural project:

- Program Development
- Feasibility Studies/Project Definition
- Conceptual Design
- Project Design-Construction Documents
- Specification
- Design Reviews
- ADA Compliance Code Research
- Cost Estimating
- Value Engineering
- Constructability Reviews
- Building Evaluations
- Troubleshooting
- Construction Support Services
- CADD and BIM/3D Modeling

BOA's project management approach is based upon our extensive past experience in preparing comprehensive architectural construction documents for architectural Public Works projects using a Multi-Discipline Design Team. Your project will need not only architectural expertise, but also other design disciplines, such as ADA Compliance (in-house expertise), electrical, Mechanical Engineering design, and structural engineering. BOA will provide leadership and direction to the Design Team. BOA's management approach incorporates 6 components used successfully on facilities design projects:

- | | |
|----------------------------|--------------------------------|
| 1. Project Management | 4. Construction Administration |
| 2. Project Documentation | 5. Quality Control |
| 3. Consultant Coordination | 6. Work Plan |

1. PROJECT MANAGEMENT

BOA, throughout an extensive history of municipal senior center design, teen center, police dept., civic center design, parks and recreation facilities design, Community Centers, and facilities addition/renovation continues to develop and refine its management philosophy to better address its future projects. BOA will implement our most advanced management techniques in the undertaking of this project. The goal of our management philosophy is to accomplish a well-designed project that **exceeds** client expectations, meets its budget, is deliverable **on time**, and meets all functional needs and City, State and County building code requirements. Our techniques of management encompass the ideals by which these goals are achieved. Our project management approach is characterized by the following considerations:

Design/Management Integration: Successful projects require the fusion of the design disciplines with those of management. They must have common goals and an integrated process. This is best achieved by appointing leaders with mutual respect and extensive facilities modernization and public works design experience on similar projects.

BOA will have Edward Lok Ng, Principal, as the Project Manager on a full-time basis. An examination of Mr. Ng's qualifications reveals that he has personally designed and successfully managed over 800 Municipal facilities modernization projects and he has been the project Designer in all BOA's recent projects involving Community Centers. It is the Project Manager's task to help establish the appropriate design vision and see it through its successful realization.

Client Participation: Client participation will be critical. Design goals cannot be realized without the thorough understanding of the client's needs and sensitivity to historic presentation. The early involvement of the client and the users will be continued throughout the design process. The Project Manager will ensure that the efforts of the team are always addressed to the specific client user group. The understanding and involvement of the client will extend to City appointed representatives, i.e., maintenance managers, engineering staff, and City inspectors and engineers in a mutually productive partnership.

BOA is intimately familiar with both modernization, seismic retrofit and facilities ADA Compliance projects. Teamwork and close coordination among staff, consultants, and the Clients are essential to a successful project. Timely participation and response of the Client is absolutely critical if the project is to be successful and “on time”. BOA will be responsible for ensuring that a high degree of coordination occurs and that project milestones are met. BOA’s biggest assets are its attention to construction details, thoroughness in drawing documentation and ease of constructability. A major priority of BOA will be to establish continuing dialogue with your staff, Building/Safety plan check, and representatives of interested parties so that our products reflect community goal, City policy, and conformance with your Design/Manual Standards.

Continuity: The understanding of the project needs and the resultant design goals must be maintained throughout the project’s duration. In construction phases, it is as necessary as in the design phases, to make certain that the original intent, of the client and designer are realized in the final built product. This will be very important in the construction phasing of your project. The key members of the team, under the leadership of the Project Manager will be responsible for the direction of the project throughout all phases to ensure continuity of design intent.

2. PROJECT DOCUMENTATION

Project Documentation is a result of systems set up in BOA’s Project Management Manual. This guide on how to run a project effectively and efficient , developed more than 60 years of architectural practice, is firm, but flexible; responsive to the specific dynamics of specific projects, but unyielding in its insistence on full documentation, responsiveness, and performance. Keys elements include:

Project Checklist: This is initiated at the beginning of each project and services as a guide of all elements of the project to be completed, and as a central index for all project related material. It is continually updated and reviewed during regular project audits.

Product File and Technical Project Checklist: Initiated at the commencement of design, this checklist serves to record all considerations and decisions regarding building materials and methods to be used in construction. It also becomes a comprehensive guide for preparation of the Construction Documents.

3. CONSULTANT COORDINATION

The engineering consultants play a very critical and active role in all phases of the work. The Project Manager leads in coordinating the efforts of consultants with the help of

- Frequent coordination meetings.
- Consultant orientation packets which are distributed at project commencement and periodically through the project.
- Clearly defined scopes of work which define separation of responsibilities and eliminate grey area
- Milestone Outline, prepared specifically for each project which clearly defines consultant performance expectations for each phase.
- Project Schedule coordinated with a milestone outline, reviewed and signed off by all consultants
- Drawing Status Log which is updated every two weeks which track’s consultant’s performance.
- CADD (AutoCAD 2020 and Revit 2020) procedures involving background and overlay methodologies that insure up-to-date and coordinated design effort.

4. CONSTRUCTION ADMINISTRATION

BOA understands the importance of efficient construction administration. To ensure that the design and technical intent are conveyed to the contractor and that the project knowledge is available throughout this phase, the construction administration is led by the project manager. The Project Manager, Edward Lok Ng will personally review shop drawings as well as attend all job site meetings to resolve technical design and historic preservation issues. A Senior Project Manager from each of our engineering consultants will be assigned to assist the Project Manager and ensure that the highest standard, procedures and methods of construction are employed. BOA has a Construction Administration Manual to assist the Project Manager with an established system to track shop drawings, RFI, change orders, and documentation of construction site meetings, so that key decisions are tracked and managed for the benefit of the Client

5. QUALITY CONTROL

Quality assurance begins with the commitment, experience and abilities of the team members. All of the firm's personnel contain many design specialists versed in the complexities of the individual phases of the design process. The quality assurance program for the project will draw on these skills to assist the team in obtaining its goals for a design of vision that delivers the maximum functional and accessibility solution to the user that addresses the needs of the client and does so with the most efficient construction process. BOA has an established Quality Control program that is based on three mechanisms:

The Quality Control Manual: The Quality Control Manual documents, activities, tasks, and deliverables are to be achieved in each phase of work. Checklists are included and, at the completion of each phase, are signed off by the Project Manager. The manual also includes exemplary forecasts for meetings, programs, schedules and agendas. We have a quality control checklist that is customized especially for Public Works facilities renovation projects. Checklist items range from electrical and plumbing fixture standards, to City/County department clearances, to record drawing procedures, to amount to copies needed for review submittals, and much more.

Quality Control Review: Quality Control Reviews occur prior to review Submittals and at key points in the project schedule. During these reviews, the entire sets of documents are checked by an experienced, architectural professional who has had major experience in the design of similar projects to ensure a "questioning character" in this process. Major emphasis is placed on Constructability and on satisfying the operational requirements of the user and thoroughness of documentation. As a part of this project, BOA will commit Mr. Leo Arteaga, Quality Review Officer. Mr. Arteaga CASp. will be ideal for this role because of his extensive municipal and Public Works experience and familiarity with working on municipal Community Center facilities, historic preservation, and ADA Compliance. Mr. Arteaga will review all deliverables at, 50%, and 95% completion. This involvement is formalized and part of the quality control manual procedures. We are committed to providing quality design services and trust that our past work with numerous other local cities is indicative of that commitment.

Project Standards: From our experience of over 2000 architectural Public Works projects, BOA has developed its own Project Standard that can be customized to the Client that enhances quality control of bid documents and the construction process. Project Standards include:

A. Construction document detail drawings: With the input of past governmental clients, BOA has developed, refined, and field tested over 300 Standard construction details that are geared for public works renovation/addition projects. We have Standard, field tested, construction document details for just about every field condition possible; accessible lavatory counters, transitions of existing material to new material, restrooms upgrade, signage, railings, entry doors, stairs, ramps, site work, parking lot, window/door replacement, roof repair, building expansion joints, new flooring, new addition to existing, HVAC replacement etc.

B. BOA has developed a standard facilities modernization equipment list e.g., types of flooring, new handrails, access lifts, lighting fixtures, plumbing fixtures, drinking fountains, furniture, restroom accessories, ramp equipment, roof materials, etc., complete with manufacturer Model # and their acceptable approved equal. The Standard equipment list have been field tested and proven to be of high quality, durability, parts availability, and acceptable to the many past municipal clients.

C. BOA has developed a standard keynoting system with over 150 items that addresses virtually every facility field condition and ADA Compliance conditions and many specialize retrofit/repair conditions. These standard keynotes have been field tested and refined, and have proven to be clear and concise to construction contractor

6. WORK PLAN

At the beginning of every project, we create a written work plan customized for this project showing every phase of design from conception to project close-out. This provides our staff and you, the client, a "road map" of what we do at each phase of your project. A sample of, our Work Plan is available upon request.

ACKNOWLEDGEMENT OF ADDENDUM

NEW ROOF DESIGN FOR APPIAN WAY PUMP STATION

Complete and sign this acknowledgement form. Enclose the original copy of the acknowledgement in your proposal. Failure to do so may result in disqualification of your firm's proposal.

The undersigned acknowledges receipt of **Addendum No. 1** dated March 10, 2023

ATTEST:

Principal:

Address:

By:

Title:

Edward Lok Ng

PRESIDENT

1511 Cota Ave, Long Beach, CA 90813

EDWARD LOK NG, ARCHITECT

PRESIDENT

FEE PROPOSAL

Lomita Park Stephenson Center Renovation Project

date: April 26, 2023

for: City of Lomita

Construction Cost Est: to be determined

prepared by: BOA Architecture, Edward Lok Ng

	HOURS	UNIT	HR RATE	COST	TOTAL
PRE-DESIGN					
kick-off meeting to verify scope of work, obtain s-built dwgs.	3	hrs	150	450	
project management, confirm cost/work plan & prep field work	3	hrs	150	450	
site assessment, measurements & photos	10	hrs	100	1,000	
CADD - 3D modeling; as-built drawings	16	hrs	100	1,600	
					3,500
ARCHITECTURAL SCHEMATIC DESIGN					
floor plan design options	10	hrs	150	1,500	
CADD - 3D modeling	24	hrs	100	2,400	
project management	6	hrs	150	900	
meeting or coordination with Client	6	hrs	150	900	
construction cost estimate	4	hrs	150	600	
					6,300
SUB-CONSULTANTS and EXPENSES					
structural engineering				3,000	
mechanical				0	
plumbing engineering				3,200	
electrical engineering				3,200	
Asbestos-Lead paint hazardous materials report				5,500	
Termite report				4,000	
photocopies, large size prints, travel, delivery				100	
					19,000
ARCHITECTURAL CONSTRUCTION DOCUMENTS					
CADD - 3D modeling	80	hrs	100	8,000	
refine design of floor plans, interior, special details	10	hrs	150	1,500	
project management	8	hrs	150	1,200	
meeting or coordination with Client	6	hrs	150	900	
specifications in CSI format	10	hrs	150	1,500	
construction cost estimate	4	hrs	150	600	
quality control	6	hrs	150	900	
client/bldg dept dept submittal and corrections to comments	12	hrs	100	1,200	
					15,800
CONSTRUCTION SUPPORT					
Bidding Assistance, pre-bid meeting	6	hrs	150	900	
construction meeting(s)	8	hrs	150	1,200	
Respond to RFI and technical assistance	12	hrs	150	1,800	
					\$3,900
				TOTAL FEE:	\$48,500

NOTES AND RESTRICTIONS

1. Scope of Work limited to that stated in BOA's RFP response.
2. BOA will NOT provide a soils geotechnical testing and report.
3. The Client will provide accurate locations of all utilities.
4. Construction Support is limited to the amount of hours stated above.

PROPOSED HOURLY RATE

BLACK O'DOWD AND ASSOCIATES, INC.
DBA BOA ARCHITECTURE
1511 COTA AVENUE
LONG BEACH, CA 90813
PH: 562-912-7900



POINT-OF-CONTACT:
EDWARD LOK NG, PRESIDENT
LOK.NG@BOAARCHITECTURE.COM

JOB TITLE	HOURLY (NOT TO EXCEED)
Principal Architect	\$160.00
Project Manager	\$150.00
Project Designer	\$125.00
Senior Designer	\$110.00
Senior Technical	\$100.00
Draftsman/AutoCAD Operator	\$95.00
Other Technical Staff	\$85.00
Structural Engineer	\$150.00
Mechanical Engineer	\$160.00
Electrical Engineer	\$160.00
"Other" Sub-Consultant	\$150.00
Clerical Staff	\$80.00
Prints	\$0.50/s.f.

- The above hourly rates are fully burdened or loaded, including full compensation for all overhead and profit. Billing rates shall include provision for normal office costs, including, but not limited to: office rental, utilities, insurance, cell phone or radio, equipment, normal supplies and materials, in-house reproduction services, and local travel costs.
- The proposed hourly rates are guaranteed for the duration of the contract.



CITY OF LOMITA CITY COUNCIL REPORT

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

FROM: Ryan Smoot, City Manager

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

MEETING DATE: May 16, 2023

SUBJECT: Discussion and Consideration to End the Current Drought Response Level 2 and Adopt a Resolution Declaring a Drought Response Level 1 Shortage Alert

RECOMMENDATION

Declare an end to the current Drought Response Level 2, adopt resolution 2023-11 declaring a Drought Response Level 1 Shortage Alert and find the action exempt from the California Environmental Quality Act (CEQA).

BACKGROUND

On May 18, 2021, the City of Lomita adopted a new Water Shortage Contingency Plan with six standard stages, similar to those which have also been adopted by many other water agencies throughout California. On November 9, 2021, Metropolitan Water District (MWD) declared a regional drought emergency. In December 2021, the City of Lomita adopted Drought Response Level 1 Shortage Alert.

On April 26, 2022, the Metropolitan Water District of Southern California (MWD), which serves 19 million Southern Californians through 26 member agencies, declared a water shortage emergency for State Water Project (SWP) dependent parts of Los Angeles, Ventura and San Bernardino counties. West Basin, which receives MWD water imported from both the Colorado River and the SWP in typical years is not considered SWP dependent. In 2021, West Basin boosted regional water reliability by adjusting its operations to deliver only imported water from Colorado River due to the limitations on water from Northern California. Therefore, West Basin and its communities were not subject to MWD's most recent emergency restrictions.

On May 24, 2022, the SWRCB adopted emergency water conservation regulations in response to the drought and Governor Newsom's calls for reduced water usage statewide. The SWRCB banned the irrigation of non-functional, ornamental turf with drinking water in commercial, industrial and institutional sectors. Additionally, the state board actions required urban water retailers, including those in West Basin's service area to implement all the water use reduction actions associated with a shortage level two (10-20% shortage), at a minimum, of the supplier's water shortage contingency plan.

The City Council's Water Subcommittee met in May 2022 regarding the current drought conditions and recommended that the City escalate to Water Shortage Level 2 based on conditions and align with State and regional requirements. In June 2022, the City transitioned to Drought Response Level 2 Shortage Alert.

On March 3, 2023, a snow survey conducted by the Department of Water Resources and partner agencies found that most regions of the Sierra Nevada are above average for snow water content, and some regions are nearing record amounts of snow. The improved conditions have helped rehabilitate the State's reservoirs and surface water supply. On March 24, 2023, Governor Newsom issued Executive Order N-5-23, which:

- Ends the voluntary 15% water conservation target, while continuing to encourage that Californians make conservation a way of life
- Ends the requirement that local water agencies implement level 2 of their drought contingency plans
- Maintains the ban on wasteful water uses, such as watering ornamental grass on commercial properties
- Preserves all emergency orders focuses on groundwater supply, where the effects of multiyear drought continue to be devastating
- Maintains orders focuses on specific watersheds that have not benefited as much from recent rains, including the Klamath River and Colorado River basins, which both remain in drought
- Retains a state of emergency for all 58 counties to allow for drought response and recovery efforts to continue

Executive Order N-5-23 allows local agencies to determine whether they may continue or drop the previously held restrictions which would grant the City the authority to transition from the Drought Response Level 2 Shortage Alert to Drought Response Level 1 Shortage Alert.

While the State's surface water and reservoirs have seen record precipitation this year, the Colorado River, a source of water for Southern California, continues to have shortages, and historic allocation levels may be subject to change.

Under the City's approved Water Shortage Contingency Plan, the following prohibitions and restrictions will take effect under Stage 1 (up to 10%) Water Shortage:

- No Irrigation between 10 am to 8 pm

- No Person Shall Operate No Person Shall Operate a Decorative Water Feature (Fountains, Ponds, etc.) that does not have a recirculating system
- All Landscape Irrigation Limited to No More than Three (3) Days per Week from June 1 to Oct 31 and No More than Once per Week from Nov 1 to May 31
- All Landscape Irrigation Limited to No More than 15 minutes per Station per Watering Day
- Repair or Isolate Leaks within 72 Hours of Notification by the City
- No Washing Sidewalks and Driveways with Water
- Car Washing Only with Bucket or a Hose with Shutoff Valve or Nozzle
- Excess Irrigation Runoff is Prohibited
- No Landscape Irrigation During or Within 48 hours of a Rain Event
- Restaurants to Serve Water Only Upon Request
- Restaurants to Wash Kitchen and Dining Room with Bucket or Specialized Water Broom Only
- Hotels/Motels to Provide Customer Option of Daily Laundry
- Automobile Wash Business Must Use Water Recycling Systems

In accordance with Section 12-4.01.05, a change in drought response level requires the City to provide notice to the public in substantial compliance with Section 12-4.01.11 that due to increasing cutbacks caused by drought or other reduction of supplies, a consumer demand reduction of up to ten (10) percent is required in order to have sufficient supplies available to meet anticipated demands.

Public notice in accordance with Section 12-4.01.11 requires three things:

- (1) Within five (5) days following the declaration of the response level, the City shall publish a copy of the resolution in a newspaper used for publication of official notices, and in any other places designated by the city council or city manager.
- (2) The mandatory conservation measures applicable to drought response level conditions shall take effect on the tenth day after the date the response level is declared. All other conditions shall take effect immediately upon adoption of the resolution.
- (3) If the city establishes a water allocation, it shall provide notice of the allocation by including it in the regular billing statement to the address to which the billing statement for fees for ongoing water service is customarily sent. Water allocation shall be effective on the fifth day following the date of mailing or at such later date as specified in the notice.

FISCAL IMPACT

There is no direct fiscal impact for adopting the resolution.

OPTIONS

1. Approve staff's recommendation to declare an end to Drought Response Level 2, and declare Drought Response Level 1, alert condition, in the City of Lomita in accordance with Lomita Municipal Code Section 12-4.01.11.
2. Leave the Drought Response Level 2 in place.
3. Provide alternative direction.

ATTACHMENTS

1. Resolution 2023-11

Reviewed by:



Gary Y. Sugano
Assistant City Manager

Approved by:



Ryan Smoot
City Manager

Reviewed by:



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

Prepared by:

Ryan Damon

Ryan Damon
Associate Engineer

RESOLUTION NO. 2023-11

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMITA,
CALIFORNIA, DECLARING A DROUGHT RESPONSE LEVEL 1
SHORTAGE ALERT AND FINDING THE SAME EXEMPT FROM CEQA**

The City Council of the City of Lomita does hereby find, order and resolve as follows:

SECTION 1. Recitals.

- A. The California Water Code Section 10632 requires every urban water supplier to prepare and adopt a Water Shortage Contingency Plan (WSCP) as part of its Urban Water Management Plan (UWMP);
- B. The City of Lomita is an urban supplier of water to a population of over 20,000;
- C. The City adopted a UWMP per Resolution No. 2021-12;
- D. State Senate Bill 606 passed in 2018 has amended the Water Code related to the requirements of WSCPs to include six standard stages for water shortages up to and beyond 50 percent;
- E. The City adopted its WSCP on May 18, 2021, and said WSCP is included as part of the UWMP;
- F. In March 2023, Governor Newsom signed Executive Order N-5-23, calling for the end of 15% voluntary water reduction and the requirement that local water agencies implement level 2 of their drought contingency plans;
- G. The Colorado River, a source of water for Southern California, continues to have shortages, and historic allocation levels may be subject to change;
- H. The City of is granted the authority by State Water Code Section 350 and City of Lomita Municipal Code (LMC) Chapter 12-4.01 to declare a water supply shortage and to adopt by resolution regulations and restrictions on the delivery and consumption of water.

SECTION 2. The City Council finds that the City is in conformance with all applicable requirements of the Water Code.

SECTION 3. The City Council declares that the City's water supply is in a Water Conservation Level 1 meaning that a consumer demand reduction of up to 10% is required to have sufficient supplies available to meet anticipated demands. Pursuant to LMC section 12-4.01.05, the City may implement the mandatory Level 1 conservation measures described in the attached Exhibit A.

SECTION 4. Resolution 2022-20, adopted in June 2022, declaring a Drought Response Level 2 Storage Alert, is hereby repealed.

SECTION 5. The Council finds and determines that, pursuant to California Water Code section 10652, the adoption of the Plan and this Resolution does not constitute a project under the California Environmental Quality Act, and no environmental assessment is required.

SECTION 6. The City Clerk shall attest and certify to the passage and adoption of this Resolution and thereupon the same shall take effect immediately. Pursuant to LMC Section 12-4.01.11, within 5 days following adoption of this resolution, the City Clerk shall publish a copy of this resolution in a newspaper used for publication of official notices.

PASSED, APPROVED AND ADOPTED this 16th day of May 2023.

Barry Waite, Mayor

APPROVED AS TO FORM:

ATTEST:

Trevor Rusin, City Attorney

Kathleen Horn Gregory, City Clerk

Exhibit A

City Code Prohibitions on Water Use During Water Shortages		
Prohibitions Explicitly Listed or Implied Under a Water Shortage		
Stage	Prohibition/Restriction	Penalty
Stage 1 (<10%)	<ul style="list-style-type: none"> • No Irrigation between 10 am to 8 pm • No Person Shall Operate a Decorative Water Feature (Fountains, Ponds, etc.) that Does Not have a Recirculating System • All Landscape Irrigation Limited to No More than Three (3) Days per Week from June 1 to Oct 31 and No More than Once per Week from Nov 1 to May 31 • All Landscape Irrigation Limited to No More than 15 minutes per Station per Watering Day • Repair or Isolate Leaks within 72 Hours of Notification by the City • No Washing Sidewalks and Driveways with Water • Car Washing Only with Bucket or a Hose with Shutoff Valve or Nozzle • Excess Irrigation Runoff is Prohibited • No Landscape Irrigation During or Within 48 hours of a Rain Event • Restaurants to Serve Water Only Upon Request • Restaurants to Wash Kitchen and Dining Room with Bucket or Specialized Water Broom Only • Hotels/Motels to Provide Customer Option of Daily Laundry • Automobile Wash Business Must Use Water Recycling Systems 	Yes



CITY OF LOMITA CITY COUNCIL REPORT

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

FROM: Ryan Smoot, City Manager

PREPARED BY: Kathleen Horn Gregory, City Clerk

MEETING DATE: May 16, 2023

SUBJECT: Discussion and Consideration to Appoint New Commissioners to the Planning Commission and Public Safety Traffic Commission

RECOMMENDATION

Consider candidates to fill one seat on the Public Safety Traffic Commission with a term ending June 2027, and two seats on the Planning Commission with terms ending June 2027.

BACKGROUND

The City has established City commissions, which serve as advisory bodies to the City Council. These commissions facilitate public input and citizen participation in the determination of City policies. City Council Members appoint eligible citizens to serve on these commissions. Terms for the following commissioners expire on June 1, 2023.

Planning Commission

Monica Dever
Henry Sanchez Jr.

Public Safety Traffic Commission

Jay Mattingly

Notice of the pending vacancies was posted on the City's website and all public posting locations on April 19, 2023, and applications were accepted through May 8, 2023. New applicants were scheduled to be interviewed on May 16, 2023, and applicants that were previously interviewed were placed on the eligibility list for consideration.

Below is a list of the current applicants.

Monica Dever
Henry Sanchez Jr.
Jay Mattingly (interested in both commissions)
A.K. Mahida (interested in both commissions)
Jessiqa Pace (interested in both commissions)
Efren Servino* (interested in Planning Commission only)
Wade Kyle* (interested in Planning Commission only)

***These applicants had not been previously interviewed, but were scheduled for interviews on 5/16/23. All other applicants have been interviewed previously.**

It should also be noted that the City is currently soliciting applications for the General Plan Advisory Committee which will be beginning its work shortly. It is not recommended that members of the Planning Commission or the City Council serve on the GPAC as these two bodies will need to make final determinations on behalf of the City related to the work of the GPAC.

OPTIONS

1. Make appointments.
2. Give staff alternative direction.

FISCAL IMPACT

None.

ATTACHMENTS

1. Applications

Reviewed by:



Gary Y. Sugano
Assistant City Manager

Approved by:



Ryan Smoot
City Manager

Prepared by:



Kathleen Horn Gregory, MMC
City Clerk



COMMISSION APPLICATION

Received
APR 11 2023
Lomita
City Clerk's Office

Monica Dever

Name _____
Address _____
Home Phone _____ Business Phone _____
E-mail _____

Requirements to serve on a commission:

- Must be a resident of the City of Lomita
- Must be a registered voter

Length of Residence in the City of Lomita 36 Are you a registered voter? Yes
(Provide proof of residency: utility bill, rental agreement, or current driver's license)

Occupation Retired

Employer _____

Have you previously served or are now serving on a city commission or board? Yes
CDAB, Planning Commission

If yes, please list your experience including years of service _____

Are you related to any elected or appointed city officials or employees? Yes

Educational Background BA

Hobbies _____

Civic, service, and other organizational affiliations _____

Number in order of preference the Commissions you are interested in:

____ **Parks and Recreation Commission**

- The Parks & Recreation Commission serve as advisors to the City Council on matters regarding public recreation, aid in the development of recreational programs, and assist with plans for development and maintenance of park facilities. The Commission meets on 4th Tuesday of the month at 6:00 p.m.

1

____ **Planning Commission**

- The Planning Commission works in conjunction with the planning department to ensure the growth of the city. It deals with zoning ordinances, tentative tract, parcel maps, site plans and various permits. The Commission meets on 2nd Monday of the month at 6:00pm.

____ **Public Safety & Traffic Commission**

- The Public Safety & Traffic Commission serve as advisors to the City Council on traffic issues (street parking, street sweeping, pedestrian safety, etc.) and public safety concerns (police and fire protection, emergency preparedness, and protects public health). The commission also recommends methods of dealing with gangs and sponsors programs in cooperation with local schools, the Sherriff's Department, and other agencies. The Commission meets on 3rd Wednesday of the month at 6:00 p.m.

Other _____

Reason for Interest _____

To continue to serve the city of Lomita and it's residence

Experience or skills pertaining to area of interest _____

I hereby certify that this application is complete and true in all respects and understand that any falsification or omissions may be cause for disqualification. I further certify that I am a resident of and registered voter of the City of Lomita. I understand that any or all information on this form may be verified. I consent to the release of this information for public purposes.

Signature Monica Dever

Date 4/13/23



COMMISSION APPLICATION

Received

DEC 12 2022

Lomita
City Clerk's Office

Name Henry Sanchez Jr
Address [REDACTED] Lomita 90717
Home Phone [REDACTED] Business Phone [REDACTED]
E-mail [REDACTED]

Requirements to serve on a commission:

- Must be a resident of the City of Lomita
- Must be a registered voter

Length of Residence in the City of Lomita 46 yrs Are you a registered voter? Yes
(Provide proof of residency: utility bill, rental agreement, or current driver's license)

Occupation Retired Fire Captain
Employer Los Angeles County Fire Department

Have you previously served or are now serving on a city commission or board? Yes

If yes, please list your experience including years of service Planning Commission from February 2011 until November 2011 at which time I was elected to the city council

Are you related to any elected or appointed city officials or employees? No

Educational Background I have 120 units of college education in industrial electronics and Pre-Optometry. I also completed numerous college classes in fire science.

I was certified Paramedic, received education on all aspects of building & safety.

Hobbies Hunting, fishing, camping, reading

Civic, service, and other organizational affiliations Served the citizens of LA County as a firefighter.

Paramedic, CERT committee leader (current), and Lomita City Council member. Deacon & Elder

Number in order of preference the Commissions you are interested in:

 Parks and Recreation Commission

- The Parks & Recreation Commission serve as advisors to the City Council on matters regarding public recreation, aid in the development of recreational programs, and assist with plans for development and maintenance of park facilities. The Commission meets on 4th Tuesday of the month at 6:00 p.m.

 1 **Planning Commission**

- The Planning Commission works in conjunction with the planning department to ensure the growth of the city. It deals with zoning ordinances, tentative tract, parcel maps, site plans and various permits. The Commission meets on 2nd Monday of the month at 6:00pm.

 Public Safety & Traffic Commission

- The Public Safety & Traffic Commission serve as advisors to the City Council on traffic issues (street parking, street sweeping, pedestrian safety, etc.) and public safety concerns (police and fire protection, emergency preparedness, and protects public health). The commission also recommends methods of dealing with gangs and sponsors programs in cooperation with local schools, the Sheriff's Department, and other agencies. The Commission meets on 3rd Wednesday of the month at 6:00 p.m.

Other _____

Reason for Interest _____

I would once again like to serve the citizens of Lomita in this capacity. The decisions
by this commission impacts all aspects of this city well into the future.

Experience or skills pertaining to area of interest _____

I already have served as a planning commissioner (2011) and believe that I had an impact

on the city during that time. My experience as a LACounty Fire Captain has

equipped me to fulfill the duties and responsibilities of a planning commissioner. I

understand water systems, construction of all types, tract maps, zoning, etc.

I hereby certify that this application is complete and true in all respects and understand that any falsification or omissions may be cause for disqualification. I further certify that I am a resident of and registered voter of the City of Lomita. I understand that any or all information on this form may be verified. I consent to the release of this information for public purposes.

Signature _____

Date December 12, 2022



COMMISSION APPLICATION

Name Jay Mattingly
Address [REDACTED]
Home Phone [REDACTED] Business Phone _____
E-mail [REDACTED]

Requirements to serve on a commission:

- Must be a resident of the City of Lomita
- Must be a registered voter

Length of Residence in the City of Lomita 2 years Are you a registered voter? Yes
(Provide proof of residency: utility bill, rental agreement, or current driver's license)

Occupation Advertising Executive

Employer Known LLC

Have you previously served or are now serving on a city commission or board? Yes

If yes, please list your experience including years of service _____

I have served as a Public Safety and Traffic Commissioner
for the past year and a half.

Are you related to any elected or appointed city officials or employees? No

Educational Background I have a BS in business - marketing
from Indiana University

Hobbies In my free time I enjoy reading, walking my dog, and supporting the Lomita-Harbor City Kiwanis

Civic, service, and other organizational affiliations Lomita-Harbor City Kiwanis

Number in order of preference the Commissions you are interested in:

3 **Parks and Recreation Commission**

- The Parks & Recreation Commission serve as advisors to the City Council on matters regarding public recreation, aid in the development of recreational programs, and assist with plans for development and maintenance of park facilities. The Commission meets on 4th Tuesday of the month at 6:00 p.m.

1 **Planning Commission**

- The Planning Commission works in conjunction with the planning department to ensure the growth of the city. It deals with zoning ordinances, tentative tract, parcel maps, site plans and various permits. The Commission meets on 2nd Monday of the month at 6:00pm.

2 **Public Safety & Traffic Commission**

- The Public Safety & Traffic Commission serve as advisors to the City Council on traffic issues (street parking, street sweeping, pedestrian safety, etc.) and public safety concerns (police and fire protection, emergency preparedness, and protects public health). The commission also recommends methods of dealing with gangs and sponsors programs in cooperation with local schools, the Sherriff's Department, and other agencies. The Commission meets on 3rd Wednesday of the month at 6:00 p.m.

Other _____

Reason for Interest _____

I have enjoyed serving the Lomita community and I'm excited at the prospect of expanding my involvement and investment in making Lomita an amazing place to live.

Experience or skills pertaining to area of interest _____

Between my previous service on the PSTC and my support of our local Kiwanis club, I have developed a love for both this city and the community it serves.

I hereby certify that this application is complete and true in all respects and understand that any falsification or omissions may be cause for disqualification. I further certify that I am a resident of and registered voter of the City of Lomita. I understand that any or all information on this form may be verified. I consent to the release of this information for public purposes.

Signature _____

Date 5/9/23



Received

APR 25 2023

Lomita
City Clerk's Office

COMMISSION APPLICATION

Name **AMIRBHAI K. MAHIDA (A. K. MAHIDA)**

Address

Home Phone

Business Phone

E-mail

Requirements to serve on a commission:

- Must be a resident of the City of Lomita
- Must be a registered voter

Length of Residence in the City of Lomita **18** Are you a registered voter? **yes**
(Provide proof of residency: utility bill, rental agreement, or current driver's license)

Occupation **HOSLITALITY SPECIALIST**

Employer **AKMGLOBAL HOSPITALITY, INC**

Have you previously served or are now serving on a city commission or board? **CITY OF TORRANCE**

If yes, please list your experience including years of service **WATER COMMISSION-
PLANNING OMISSION:- FROM 01-93 TO 11-99**

VICE PRESIDENT -NORCO CHAMBER OF COMMERCE.MEMBER ENVIRONMENTAL QUALITY CA STATE.

Are you related to any elected or appointed city officials or employees? **NO**

Educational Background **M.S INORGANIC CHEMISTRY, CHO, CHA(CERTIFIED HOSPITALITY OWNER.**

LONG-RANGE PLANNING AND REDEVELOPEMENT OF URBAN CITY

ASBESTOS MITIGATION

Hobbies **FEED UNDER PRIVILLAGE PEOPLE- WORK FOR CANCER RESERCH**

Civic, service, and other organizational affiliations **MARCH OF DIMES.PERKINS SCHOOL OF BLIND**



COMMISSION APPLICATION

Received

JAN 11 2023

Lomita
City Clerk's Office

Name Jessika Pace
Address [REDACTED] Lomita, CA 90717
Home Phone [REDACTED] Business Phone [REDACTED]
E-mail [REDACTED]

Requirements to serve on a commission:

- Must be a resident of the City of Lomita
- Must be a registered voter

Length of Residence in the City of Lomita 2 years Are you a registered voter? Yes
(Provide proof of residency: utility bill, rental agreement, or current driver's license)

Occupation Realtor
Employer Sabra Sellers Realty - Broker

Have you previously served or are now serving on a city commission or board? No

If yes, please list your experience including years of service _____

Are you related to any elected or appointed city officials or employees? No

Educational Background _____
Graduated from U.C. Santa Barbara (2001) with B.A. in Film Studies

El Camino College (2019) Real Estate, Economics, Family Law and Child Development.

Hobbies Travel, exploring the South Bay, Cooking, Hiking and raising a 4 year old.

Civic, service, and other organizational affiliations Attending Guest Kiwanis Club Torrance

Number in order of preference the Commissions you are interested in:

2

Parks and Recreation Commission

- The Parks & Recreation Commission serve as advisors to the City Council on matters regarding public recreation, aid in the development of recreational programs, and assist with plans for development and maintenance of park facilities. The Commission meets on 4th Tuesday of the month at 6:00 p.m.

1

Planning Commission

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Public Safety & Traffic Commission

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Other _____

Reason for Interest _____

I live in Lomita and it is important to me to be involved in the issues, challenges and betterment of my community.

Experience or skills pertaining to area of interest _____

I am a realtor so I do have knowledge about local real estate, zoning, and have a valuable interest in city planning. I am a problem solver and self starter. I have spent years living and working in District 66. I speak to a lot of people everyday who have concerns and I would like to be a voice for those concerns. I enjoy working with others to find solutions to common issues.

I hereby certify that this application is complete and true in all respects and understand that any falsification or omissions may be cause for disqualification. I further certify that I am a resident of and registered voter of the City of Lomita. I understand that any or all information on this form may be verified. I consent to the release of this information for public purposes.

Signature _____

Date _____

1/11/22 2023



COMMISSION APPLICATION

Name Efren Servino
Address [REDACTED]
Home Phone [REDACTED] Business Phone [REDACTED]
E-mail [REDACTED]

Requirements to serve on a commission:

- Must be a resident of the City of Lomita
- Must be a registered voter

Length of Residence in the City of Lomita ~42yrs Are you a registered voter? Yes
(Provide proof of residency: utility bill, rental agreement, or current driver's license)

Occupation Retired Sr System Project Engineer
Employer Northrop-Grumman

Have you previously served or are now serving on a city commission or board? Yes

If yes, please list your experience including years of service _____
1yr or less on Traffic Safety and about 2yrs on Planning Commission, 2005-2006.

Are you related to any elected or appointed city officials or employees? No

Educational Background _____
BSEE degree & Electronic Tech in Air Force & Industry

Hobbies Paddling on kayaks, outrigger, and dragonboat

Civic, service, and other organizational affiliations _____

St. Margaret Mary Church Holy Name fund raising, Christian services food donation pickups at Ralph & Vong. Doing home food deliveries in S. Bay and downtown Skid Row.

Number in order of preference the Commissions you are interested in:

___ **Parks and Recreation Commission**

- The Parks & Recreation Commission serve as advisors to the City Council on matters regarding public recreation, aid in the development of recreational programs, and assist with plans for development and maintenance of park facilities. The Commission meets on 4th Tuesday of the month at 6:00 p.m.

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Other _____

Reason for Interest _____

Experience or skills pertaining to area of interest _____

I hereby certify that this application is complete and true in all respects and understand that any falsification or omissions may be cause for disqualification. I further certify that I am a resident of and registered voter of the City of Lomita. I understand that any or all information on this form may be verified. I consent to the release of this information for public purposes.

Signature _____

Date _____

5/13/22



COMMISSION APPLICATION

Received

MAY - 3 2023

Lomita
City Clerk's Office

Name Wade Kyle
Address [REDACTED]
Home Phone [REDACTED] Business Phone [REDACTED]
E-mail [REDACTED]

Requirements to serve on a commission:

- Must be a resident of the City of Lomita
- Must be a registered voter

Length of Residence in the City of Lomita 4 years Are you a registered voter? yes
(Provide proof of residency: utility bill, rental agreement, or current driver's license)

Occupation Teacher
Employer Los Angeles Unified School District

Have you previously served or are now serving on a city commission or board? Yes

If yes, please list your experience including years of service I currently serve on my union's Board of Directors.

I have been on the Board of Director's for 5 years. We meet monthly as a part of our labor
unions governance to approve motions, endorsements and funding requests.

Are you related to any elected or appointed city officials or employees? No

Educational Background Masters Degree in Education Administration
Bachelor's Degree in Communications and Fine Arts

Hobbies Photography and travel

Civic, service, and other organizational affiliations Los Angeles County Democratic Party representative AD66

Number in order of preference the Commissions you are interested in:

3 **Parks and Recreation Commission**

- The Parks & Recreation Commission serve as advisors to the City Council on matters regarding public recreation, aid in the development of recreational programs, and assist with plans for development and maintenance of park facilities. The Commission meets on 4th Tuesday of the month at 6:00 p.m.

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Other _____

Reason for Interest _____

I am deidcated serving the community in which I live. I want to help in the planning and growth of the city.

My goal would be to prioritize our local residents as we look at how the city should grow.

Experience or skills pertaining to area of interest _____

I have 20 years working with the community as a teacher. In addition, I served as the president of the

school site planning committe. The committee worked with parents and teachers to make sure local and state

funding is allocated to programs that best served the community. Lastly, I currently serve

as an elected representative of the los Angels county democratic party AD66.

I hereby certify that this application is complete and true in all respects and understand that any falsification or omissions may be cause for disqualification. I further certify that I am a resident of and registered voter of the City of Lomita. I understand that any or all information on this form may be verified. I consent to the release of this information for public purposes.

Signature _____

Date _____

5/3/23



CITY OF LOMITA CITY COUNCIL REPORT

TO: Mayor and City Council **Item No. SCH 8c**
FROM: Ryan Smoot, City Manager
PREPARED BY: Emma Kelley, Recreation Manager
MEETING DATE: May 16, 2023
SUBJECT: Discussion and Consideration of the Approval of Various Agreements Related to Founders Day 2023

RECOMMENDATION

Approve and authorize the City Manager and City Clerk to execute the agreements.

BACKGROUND

Founders Day has become a signature event in Lomita which has taken place annually on the last Saturday in June (until recently at Lomita Park, but now in Downtown Lomita) and includes food, music, community group informational tables, carnival games, and youth-oriented activities, and a popular fireworks show.

This year's event has been planned to be a two-day celebration on Saturday, June 24th and Sunday, June 25th. Staging and street closure for this year's event will begin on Friday, June 23rd at 12:00 PM. This will allow the stage, sound, rides, carnival game booths, and vendors to begin the Founders Day set up.

SECURITY

To ensure the safety of all equipment, rides, games, and other items put in place on Narbonne Ave for the two-day event proper security will be required. The agreement proposed includes 12 unarmed security guards each night beginning on Friday, June 23rd at 8:00 PM until the morning of Monday, June 26th at 7:00 AM.

GAMES AND RIDES

The proposed agreement includes 8 carnival game booths. To keep within available budgets the agreement does not include prizes for games, but the game booths will be complimentary for families of all ages to play on both days and will not require prepayment for tickets. A Ferris wheel and super slide will be this year's main carnival rides attractions. Unlimited ride wristbands will be sold in advance again this year and rides will require a wristband to ride. Wristbands will be available for pre-sale purchase at City Hall and Lomita Park, and on Saturday, June 24th and Sunday, June 25th during the Founders Day event at the City Hall information tent.

A sperate company was selected and approved to provide and deliver two trackless trains for families to enjoy for Founders Day weekend. This agreement has already been executed and is not before the Council with this action.

DISCUSSION

Staff solicited proposals from multiple companies capable of providing unarmed security guards and Galaxy Security was selected (proposal attached as Exhibit A & B) to provide night security for Founders Day weekend.

The attached agreement, if approved by the City Council, would secure the required unarmed security guard vendor in an amount not to exceed \$11,400.

Staff solicited proposals from multiple companies capable of providing carnival rides and attractions, but due to the COVID-19 pandemic many local companies were forced to close. Staff reached out to multiple companies including some in Northern California, and they declined the offer due to the travel distance. The only Southern California company available for the event window was James Events, and they were selected (proposal attached as Exhibit C) to provide two carnival rides and 8 games booths with no prizes. Rides and game booths will be staffed by James Events personnel, for Founders Day weekend to allow City personnel to better manage the event.

The attached agreement, if approved by the City Council, would secure the carnival rides and attractions vendor in an amount not to exceed \$28,200.

OPTIONS

1. Authorize the execution of the agreements; or
2. Provide staff with further direction.

FISCAL IMPACT

The cost to provide Founders Day unarmed security guards is \$11,400. The cost of providing carnival rides and 8 game booths is \$ 28,200, for a total of \$39,600 and will be covered within the Lomita Presents Founders Day account, 100-735-5755.118.

Sponsorships and private donations generally offset some of the costs related to the Founders Day event.

ATTACHMENTS

1. Agreement with Galaxy security including proposal (Exhibit A & B)
2. Agreement with James events including proposal (Exhibit C)

Reviewed by:



Gary Y. Sugano
Assistant City Manager

Approved by:



Ryan Smoot
City Manager

Prepared by:



Emma Kelley
Recreation Manager

Galaxy Security Company, Inc

SECURITY SERVICES AGREEMENT

This Agreement made May 10th, 2023 by and between **Galaxy Security Company, Inc** and City of Lomita; ("Client")

The Parties Agree as Follows:

Client requests that **Galaxy Security Company, Inc** furnish Client, on the terms and subject to the conditions of this Agreement, the services of **Galaxy Security Company, Inc** Personnel ("Security Officers") and related equipment at Client's premises located at 24300 Narbonne Ave, Lomita, CA 90717; ("Premises").

The number of Security Officers, the times at which Security Officers shall render services to Client, the equipment to be furnished by **Galaxy Security Company, Inc** and the rates and amount to be paid by Client to **Galaxy Security Company, Inc** for such services and equipment are set forth in the Schedule of Charges for Security Services and Equipment which is on the last page of this Agreement. **Galaxy Security Company, Inc** is providing such services and equipment subject to all the terms and conditions hereof.

Galaxy Security Company, Inc will render invoices to Client every week, or longer intervals as **Galaxy Security Company, Inc** and Client agree to in writing. The first billing period for said services will begin 6 / 23, 2023 at 7 Hours. (5:00PM) and shall continue till 6 / 26 2023 7 Hours (7:00AM) Invoices will be dated by **Galaxy Security Company, Inc** the last day of each billing period and are due and payable in full by Client upon receipt. It shall be presumed that all invoices mailed to Client are received by Client within two days of emailing. All amounts not paid within One days (1) day of the date of invoice will be deemed overdue and will bear late charges at the lower of 2% per month or the maximum percentage allowed by law.

This Agreement shall not be binding on **Galaxy Security Company, Inc** unless accepted in writing by an authorized agent of **Galaxy Security Company, Inc**, and is terminable at any time by **Galaxy Security Company, Inc** or Client upon one (1) day of written notice to the other party.

SECURITY SERVICE -

The services to be rendered under this Agreement by **Galaxy Security Company, Inc** shall be in conformity with written operating procedures (Post Orders) mutually agreed upon by Client and **Galaxy Security Company, Inc**. If, at the request of Client, Security Officers are assigned duties other than those agreed to by **Galaxy Security Company, Inc**, Client shall assume any and all liability arising there from. Post Orders are subject to change as required by Client and must be communicated to **Galaxy Security Company, Inc** in writing. **Galaxy Security Company, Inc** will remove from service, as soon as qualified replacement is available, any officer who, in **Galaxy Security Company, Inc** opinion, is not qualified to perform the work assigned.

If Client takes exception to any services performed hereunder or claims that **Galaxy Security Company, Inc** has failed to perform any services, such exception or claim must be submitted in writing to **Galaxy Security Company, Inc** within (5) business days or services in question shall be deemed accepted by Client.

PERSONNEL –

Client authorizes and empowers **Galaxy Security Company, Inc** personnel, including but not limited to Security Officers, to enter onto and into the Premises for the purpose of rendering services pursuant to this Agreement and all other purposes and activities reasonably related thereto. Client warrants and represents that it is in legal possession of the Premises, or that it is duly authorized to enter into this Agreement and make the authorization set forth in this paragraph, on behalf of the person or entity in legal possession of the premises.

All Security Officers and other personnel of **Galaxy Security Company, Inc** are the employees or agents solely of **Galaxy Security Company, Inc**, and not the Client. **Galaxy Security Company, Inc** reserves the right to

hire, suspend, discipline or discharge any and all of its Security Officers and other personnel. If Client is dissatisfied with the services of a particular Security Officer and if Client notifies **Galaxy Security Company, Inc** , in writing, of its dissatisfaction, then so long as such dissatisfaction is reasonable, **Galaxy Security Company, Inc** shall endeavor to replace such Security Officer with another Security Officer as soon as practicable. **Galaxy Security Company, Inc** is acting solely as an independent contractor.

Client agrees not to employ, directly or indirectly, any person who has been employed by **Galaxy Security Company, Inc** within one hundred and twenty (120) days following the last day **Galaxy Security Company, Inc** employed such person. In the event Client breaches this provision, then, in addition to any and all other remedies to which **Galaxy Security Company, Inc** shall be entitled, Client agrees to pay **Galaxy Security Company, Inc** forthwith the sum of Three Thousand Dollars (\$3,000.00) per person to cover **Galaxy Security Company, Inc** recruitment, screening and training costs.

If additional personnel/coverage is desired by Client after the rate effective hereof, the rate to be charged hereunder will be agreed to at that time.

PROTECTIVE CLOTHING -

Unless otherwise requested by Client, Client understands that Security Officers shall be equipped with uniforms and apparel that are conventional wearing apparel only, and that the rates and charges as set forth under "Rates" are based upon Security Officers being equipped with conventional wearing apparel. Uniforms and apparel are not designed as protective clothing, are not flame retardant or acid resistant, and do not provide barrier protection for chemicals or other hazardous materials.

STRIKE COVERAGE -

Due to the nature of labor disputes, this contract does not provide Security Officer Coverage for strikes. Should the need arise to provide Client with strike coverage, a separate contract and pricing must be negotiated.

BILLING, TERMS AND RATES -

Client hereto agrees that **Galaxy Security Company, Inc** shall have the right to increase the hourly rates provided for herein at any time or times after the expiration or one (1) year from the date hereof, upon giving Client written notice thirty (30) days in advance of the effective date of such increase. If Client desires not to pay such increased charge, Client must notify **Galaxy Security Company, Inc** in writing ten (10) days prior to the effective date of any such increase. Failure by Client to give **Galaxy Security Company, Inc** such notice shall be deemed agreed to by Client to the increased rates. Notwithstanding anything to the contrary herein, in the event the direct labor cost of **Galaxy Security Company, Inc** is increased by virtue of any increase in state or federal minimum work rates, other legislation, regulation or taxes, **Galaxy Security Company, Inc** may increase its rates to reflect such increase. In addition, the rates may be increased in the event of any strike or emergency conditions which render the services more difficult to provide.

PROPERTY -

Client acknowledges and agrees that this Agreement is for the providing of services only, that all equipment furnished by **Galaxy Security Company, Inc** pursuant to this Agreement shall be for the use of **Galaxy Security Company, Inc** personnel, that title and possession of such equipment shall remain in **Galaxy Security Company, Inc** at all times, and that the personnel **Galaxy Security Company, Inc** may enter onto and into the Premises after a 24 hour notice has been given to client to remove the equipment. Removal of any or all such equipment shall be without prejudice to the rights of **Galaxy Security Company, Inc** to the collection of all amounts due under this Agreement.

LIMITS OF LIABILITY -

Client acknowledges that **Galaxy Security Company, Inc** is not an insurer, and that the security services provided hereby do not constitute maximum security. The security services are intended to act only as a deterrent and to provide only a degree of security to carry out the written operating procedures or Post Orders. The amounts payable to **Galaxy Security Company, Inc** under this Agreement are not based upon the value of the Client's property, nor the property of others located in or about Client's premises. The services provided under this Agreement are solely for the benefit of Client and neither this Agreement nor any services rendered hereunder shall create or be deemed to create any rights in any other party as a third-party beneficiary. Client agrees to indemnify and hold **Galaxy Security Company, Inc** harmless against any and all claims by such third parties. **Galaxy Security Company, Inc** shall maintain

Workers' Compensation Insurance covering its Security Officers and other personnel engaged in the furnishing of services under this Agreement. In addition, **Galaxy Security Company, Inc** shall maintain for its own protection Comprehensive General Liability and Automobile coverage. **Galaxy Security Company, Inc** shall not be liable for any claim, demand or liability resulting in whole or part from any negligent or willful act of Client, or any of Client's employees, officers, directors or representatives.

TERMINATION AND RIGHTS -

If Client shall fail to pay any amount hereunder within thirty (30) days after the same is due and payable, or if Client shall fail to perform any other provision hereof within ten (10) days after **Galaxy Security Company, Inc** shall have requested in writing the performance thereof, or if any proceeding in bankruptcy, receivership of insolvency shall be commenced by or against Client or Client's property, or if Client makes any assignment for the benefit of creditors, **Galaxy Security Company, Inc** shall have the right, without prior notice to Client, immediately to terminate this Agreement and cease rendering all services to Client hereunder, and **Galaxy Security Company, Inc** shall be entitled to recover the existing amount due from Client and all other sums to which **Galaxy Security Company, Inc** may be entitled under law, and shall be entitled to remove from the Premises all equipment furnished by **Galaxy Security Company, Inc** located or installed thereon. Removal of any such equipment or the cessation of any such services supplied by **Galaxy Security Company, Inc** shall not be a breach by **Galaxy Security Company, Inc** of this Agreement or a waiver by **Galaxy Security Company, Inc** of any damages or rights.

Client agrees to pay **Galaxy Security Company, Inc** the reasonable costs incurred by **Galaxy Security Company, Inc** in collection of any amounts owed by Client, or in enforcing any other rights of **Galaxy Security Company, Inc** hereunder, including, in the event **Galaxy Security Company, Inc** institutes legal proceedings to collect such amounts or enforce such rights, reasonable attorney's fees and disbursement incurred in such proceedings.

Galaxy Security Company, Inc assumes no liability for delay or interruption of the services of any personnel of **Galaxy Security Company, Inc** due to strikes, riots, floods, fires, acts of the public enemy, terrorism or any cause beyond the control of **Galaxy Security Company, Inc**, or any act of God or matter of force majeure.

Any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled at arbitration in accordance with the Commercial Arbitration Rules of American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Such arbitration shall take place in **Los Angeles, California**. Any party hereto may obtain any provisional remedy, including but not limited to an attachment in any court of competent jurisdiction, without waiving the right to arbitration.

In the event any of the terms or provisions of this Agreement shall be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

This Agreement is intended by the parties as a final expression of their agreement and is a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representations, understandings and agreements of the parties and the parties rely upon the contents of this Agreement in executing it. This Agreement can only be modified by an agreement signed by the parties. No waiver of a breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach of any other term or condition of this Agreement.

This Agreement shall be governed by, and its terms construed in accordance with, the laws of the **California**.

This Agreement contains no implied terms. Nothing herein shall be deemed to be for the benefit of any person or entity not a party hereto.

Any notices, demands or other communications required or desired to be given hereunder by any party hereto shall be in writing and shall be deemed to have been given if delivered personally, delivered by a reputable overnight courier, or sent by registered or certified mail, return receipt requested (deposited in postage prepaid) to the party at the address set forth at end of this Agreement (unless and until a party shall give notice of change of address and such new address shall be the place to which notices, demands or other communications can be delivered or mailed).

Galaxy Security Company, Inc is an Equal Opportunity Employer, and provides a drug-free workplace. All Clients are expected to comply with the regulations that pertain to both.

HOURS OF GUARD SERVICE

Twelve Unarmed Security Officer(s)

456 Hours.

Schedule:

12 unarmed guards

Friday, June 23rd 5:00pm – 7:00am

Saturday June 24th: 8:00pm – 7:00am

Sunday June 25th: 6:00pm – 7:00am

1. BILLING RATES:

Per Hour Rate \$ 25.00 p/hr (Per Hour)

DETAILS:

A. All officers will be in full uniform.

CLIENT HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT AND HAS READ AND UNDERSTOOD THE TERMS AND CONDITIONS HEREOF.

Galaxy Security Company, Inc

BY: _____
Authorized Signature

Signer's Name (Typed or Printed)

Signer's Title

Date

BY: Michael Valcarce
Authorized Signature

Michael Valcarce

Signer's Name (Typed or Printed)

CEO

Signer's Title

May 10th, 2023

Date



GALAXY SECURITY COMPANY INC.

PROPOSAL TABLE OF CONTENTS

- I. Company Introduction
- II. Current Security Officers
- III. License and Insurance Information
- IV. Security Officer Training
- V. What to Expect from a Galaxy Security Officer?
- VI. How Your Unarmed Security Officer Patrols Will Be Done
- VII. Subjects of Post Orders
- VIII. Gallery of Unarmed Security Officers Uniform
- IX. Unarmed Security Officer Rate

3134 W 182ND St Torrance, Ca 90504 | Tel (888) 304-2529 | Cell (818) 855-0530 |

Email mike@galaxysecuritycompanyinc.com Website <https://galaxysecuritycompanyinc.com/>

GALAXY SECURITY COMPANY INC.
PPO #120873



Proposal

Hello City of Lomita,

Here is your unarmed security officer proposal.

I. Company Introduction

Galaxy Security is a fast, steady growing security company based in California. We are a BBB certified C class corporation that has been in business for over two years. We have the best site manager in the business that has over twenty-five years of security management experience. Mike is the primary point of contact and is the staple and backbone of Galaxy. Mike will handle any situation that should arise and can replace your guard within a one-hour window.

II. Current Security Officers

- Galaxy currently has over one hundred and fifty currently employed security officers. Eighty-five percent of staff is full time.
- Galaxy currently has ten supervisors employed as of May 2023.

III. License and Insurance Information

- A. Galaxy is fully licensed by the Bureau of Security and Investigative Service. PPO#120873
- B. Commercial General Liability is insured by PartnerRE Insurance Solutions Bermuda I for four million dollars.
- C. Workers' Compensation and Employee Liability is insured by State Fund of California for one million dollars
- D. Umbrella Liab is insured by PartnerRE Insurance Solutions Bermuda I for one million dollars.
- E. Automobile Liability is insured by United Financial Casualty Company for one million dollars.

3134 W 182ND St Torrance, Ca 90504 | Tel (888) 304-2529 | Cell (818) 855-0530 |

Email mike@galaxysecuritycompanyinc.com Website <https://galaxysecuritycompanyinc.com/>

GALAXY SECURITY COMPANY INC.
PPO #120873



IV. Security Officer Training

Security officers are certified by BSIS: Guard Card. Security officer is also trained by Galaxy Security this training includes an Eight Hour orientation before working. This extensive training is videos on the all the various skills we expect from our employees. These videos include:

- Sexual Harassment,
- Resolving Conflicts,
- Patrolling,
- Reporting,
- Public Relations,
- Law of Arrest,
- Crowd Control,
- Traffic Control,
- Active Shooter Defense.

Security officers are tested by our qualified manager Jesus J. Mojica after video. To ensure every Galaxy security officer is properly trained and fully understand how to handle each situation expected from officers.

V. What to expect from a Galaxy Security Officer?

1. Security officer will deter theft, make arrest if need, enforce no trespassing to trespassers and loiters.
2. Equipped with pepper spray and handcuffs and current Guard Card.
3. Security officer can patrol premises as much as needed.
4. Security officer will observe and report once every hour or as often as client request. Such reports will be done digitally.
5. Incident reports will be done digitally and physically, Galaxy supervisor will be immediately contacted.
6. Fully uniformed in Galaxy Security shirt with Galaxy patches on each shoulder and orange vest if applicable. Black tactical pants, supervisors will have green tactical pants. For footwear all security officers will wear Black Tactical boots.
7. On time. Galaxy security officers are constantly monitored on work habits and performance which will determine employment within the company.

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VI. How Your Unarmed Security Officer Patrols Will Be Done

Security officer can check ID's give wristbands, Security officer can patrol premises as often as discussed with client. Further details on where security officer will be posted up at will be discussing with client. Security officer can also deter theft and enforce no trespassing laws while on duty at the property.

VII. Subjects of Post Orders

- Check ID's
- Deter theft
- Enforce no trespassing laws

VIII. Gallery of Unarmed Security Officers Uniform



IX. Unarmed Security Officer Rate

Hourly rate is twenty-five dollars and zero cents U.S. (\$25.00)

Price Breakdown will be on 5th page. See below.

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12 unarmed guards

Friday, June 23rd 5:00pm – 7:00am (14 Hours per guard) * 25 (hourly rate per guard) = \$350.00
(per guard) * 12 guards = \$4,200.00 (total for this shift)

Saturday June 24th: 8:00pm – 7:00am (11 hours per guard) * 25 (hourly rate per guard) =
\$275.00 (per guard) * 12 guards = \$3,300.00 (total for this shift)

Sunday June 25th: 6:00pm – 7:00am (13 hours per guard) * 25 (hourly rate per guard) = \$325.00
(per guard) * 12 guards = \$3,900.00 (total for this shift)

\$11,400.00 (total for the whole event)

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GALAXY SECURITY COMPANY INC.
PPO #120873



a full service event production company

April 24, 2023

Emma Kelley
CITY OF LOMITA
24300 Narbonne Ave.
Lomita, CA 90717
e.kelley@lomitacity.com
310.326.0140

DATE: Saturday & Sunday, June 24-25, 2023

TIME: Saturday, June 24: 10:00 Am – 9:30 PM
Sunday, June 25: 10:00 AM – 6:00 PM

SET UP TIME: Friday, June 23, 2023 after 1:00 PM TBD
(Exact time to be determined week of your event. Be assured that all equipment will be delivered and in place within a reasonable amount of time prior to your event.)

LOCATION: Lomita City Hall
24300 Narbonne Ave, Lomita, CA 90717

CONTACT: Emma C: 310.745.6990 / 424.305.0029
Mike C: 310.597.6425

JOB #: 06219-JT

Signed contract must be received in our office by Friday, May 13, 2022 to ensure all items are held for your event.

50% Deposit must be received in our office by Friday, May 20, 2022.

office 714.563.9778
fax 714.563.9164

1116 North Olive Street
Anaheim, CA 92801

jamesevents.com

EQUIPMENT AND ATTRACTION RENTAL CONTRACT

JAMES EVENT PRODUCTIONS, INC., 1116 N. Olive St., Anaheim, CA 92801-2541 (hereinafter referred to as "Producer") and **City of Lomita** (hereinafter referred to as "Client") hereby enter into this contract for Producer to rent equipment and/or amusement attractions as described below to Client.

DATE: Saturday & Sunday, June 24-25, 2023

TIME: Saturday, June 24: 10:00 Am – 9:30 PM
Sunday, June 25: 10:00 AM – 6:00 PM

SET UP TIME: Friday, June 23, 2023 after 1:00 PM TBD
(Exact time to be determined week of your event. Be assured that all equipment will be delivered and in place within a reasonable amount of time prior to your event.)

LOCATION: Lomita City Hall
24300 Narbonne Ave, Lomita, CA 90717

CONTACT: Emma C: 310.745.6990 / 424.305.0029
Mike C: 310.597.6425

JOB #: 06219-JT

Producer will provide the following:

ATTRACTIONS

Ferris Wheel with Power
25' x 55' space needed
Includes attendants, delivery, set up and operation

Giant Slide with Power
25' x 115' space needed
Includes attendants, delivery, set up and operation

8 Carnival Booth Games with Lights
with staff or prizes
Any permits required are the responsibility of the client.

1. Terms of Payment

- A. Client will pay **\$28,200.00** to Producer for the above-described equipment or attraction rental. This amount represents a cash or check discount. There will be a 3.65% cost increase for all other transactions.
- B. Upon signing of this agreement, Client agrees to pay to Producer a 50% deposit of \$14,100.00. The balance of the Contract is due by Friday, June 16, 2023.

2. Insurance

Producer will provide comprehensive general liability insurance and property damage in the total amount of Three Million Dollars (\$3,000,000.00). **Producer agrees to provide liability and property damage insurance in the amount of \$3,000,000.00 naming your organization as additionally insured, a certificate for which to be issued by Producer's insurance company, if requested by Client, prior to the date of equipment or attraction rental.** Client will provide Producer with a copy of comprehensive general liability insurance and property damage naming James Productions, Inc as additionally insured. Certificate to be provided prior to the event.

3. Indemnity

Client shall indemnify and hold harmless, Producer, its employees, executives and agents from and against any and all damages, liabilities, claims, costs, expenses, attorney's fees, etc. incurred by Producer directly or indirectly, in connection with the rental of the above named rental equipment and/or attraction or attractions. Any injuries, damages or losses must be reported by any person to Producer on the day of the Event and failure to report such injury, damage or loss in writing may result in a waiver of insurance coverage. In such event, Producer shall bear no responsibility for such injury or damage.

4. Condition of Rental Equipment

Producer agrees to deliver equipment for rental in a safe and fully operable condition. Client agrees that all of Producer's safety instructions will be followed and assumes full liability for any damage to equipment as a result of Client's or any of Client's guests or Client's employees', executives' or agents' failure to follow Producer's instructions concerning said equipment.

5. Cancellation

- A. Client may cancel the Event by notifying Producer in writing, but such cancellation shall be subject to the following schedule of cancellation fees to be deducted from the deposit on hand or, if insufficient, to be paid with additional funds from Client to Producer:
1. If Producer receives Client's written cancellation more than ninety (90) days before the date of the Event, the cancellation fee due from Client to Producer shall be 50% of the full contract price of the Event.
 2. If Producer receives Client's written cancellation between thirty (30) and ninety (90) days before the date of the Event, the cancellation fee due from Client to Producer shall be 75% of the full contract price of the Event.
 3. If Producer receives Client's written cancellation less than thirty (30) days before the date of the Event, the cancellation fee due from Client to Producer shall be 100% of the full contract price of the Event.

6. Postponement

- A. Client may request to postpone the Event by notifying Producer in writing no less than thirty (30) days before the date of the Event. Upon receiving such a request, Producer will make reasonable efforts to reschedule the Event within twelve (12) months of the date of the Event. Producer will apply any deposits received from Client toward any expenses Producer incurs as a result of the postponement, with the balance applying toward the contract price for the rescheduled Event.
- B. Client may request to postpone the Event by notifying Producer in writing no less than one (1) day before the date of the Event in the case of Acts of God, as defined as flash floods, tornado, hurricane, windstorm, earthquake or other natural disasters or when performance of this Agreement would be otherwise inadvisable, commercially impracticable, illegal, or impossible due to an event or circumstance beyond the parties' control. Upon receiving such a request, Producer will make reasonable efforts to reschedule the Event within twelve (12) months of the date of the Event. Producer will apply any deposits received from Client toward any expenses Producer incurs as a result of the postponement, with the balance applying toward the contract price for the rescheduled Event.
- C. If, after reasonable efforts, Producer is unable to reschedule the Event within twelve (12) months of the date of the Event, Producer will retain any deposits received from Client as its full fee, and neither party shall have any further obligations to the other party under this Agreement.

7. Inclement Weather or Acts of God

If the Client requests cancellation due to substantial inclement weather or acts of God, such as flooding, windstorm, earthquake and/or a public health emergency mandated by the CDC and Federal Government", the Producer will make reasonable efforts to reschedule the Event. Written notification of such requests by Client must be received by the Producer at its office not less than one (1) day prior to the Event. If the parties mutually agree prior to the Event to cancel and reschedule the Event, any deposits received from Client will be applied to the contract price for the rescheduled Event. If Producer, after reasonable efforts, is not able to reschedule the Event within twelve (12) months of the originally scheduled Event, the Producer will retain the deposits received from Client as its full fee and neither party shall have any further obligations to the other under this agreement. The final decision as to whether the cancellation of an Event should be held due to inclement weather or acts of God shall be at the sole discretion of the Producer. However, discretion shall be reasonably applied.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement which is effective on the date and year when executed by Producer.

A signed copy of this contract must be sent to James Event Productions prior to the Event date.

JAMES EVENT PRODUCTIONS, INC.

CITY OF LOMITA

Jason Thibert

Print

Date

Sign

Date

CARE OF OUR BOOTHS & BOOTH GAMES

Please read this information and sign below to signify your agreement to the terms. Pass this "care" sheet along to your volunteers to ensure their knowledge of the items below.

- Do not tape, staple, or glue any items to the painted wooden booth sides, tabletops, canopies or canopy legs
- Teenage volunteers under the age of 16 must be supervised by an adult
- If any equipment becomes damaged or lost during your event, please advise the onsite Event Manager immediately

Acceptable ways to attach your signage:

Use items such as zip ties, string, rope, carabineers or pipe cleaners to adhere your signs to the frame of the canopy. By punching holes in the top and/or sides of your signs it will make it easier to attach them.

Please sign and return this to our office with your contract.

Signature: _____

Organization: _____

Date: _____



CITY OF LOMITA CITY COUNCIL REPORT

TO: Mayor and City Council **Item No. SCH 8d**

FROM: Ryan Smoot, City Manager

PREPARED BY: Emma Kelley, Recreation Manager

MEETING DATE: May 16, 2023

SUBJECT: Update & Discussion of Golf Classic and Mayor's Cup 2023

RECOMMENDATION

After discussion, provide direction to staff to cancel or replace the Golf Classic and Mayor's Cup 2023.

BACKGROUND

On February 2, 2023, the City Council approved the 15th annual Golf Classic & Mayor's Cup 2023. The annual Mayor's Cup golf tournament has traditionally been a fundraiser to help offset the costs of youth sports and recreation programs for members of the Lomita community who need assistance, but in recent years funds raised have been minimal.

In recent years, the event has become more expensive and requires a significant amount of staff time and planning. The City's Recreation Supervisor is generally responsible for facilitating the planning and development of this special event with the assistance of many other part-time and full-time staff members from the Parks and Recreation division. Last month, the City's Recreation Supervisor left the City for other employment, leaving the division with reduced staffing. Staff has pulled in additional help to cover youth sports and other ongoing programs, and has reallocated workloads to cover other events as necessary.

Revenues raised through the Golf Classic and Mayor's Cup have significantly decreased over the last five years it has been held (2015 -18 & 2022 – it was not held during the pandemic). Over time, while overall expenses have remained relatively flat (with minor increases), sponsorship levels have gradually and significantly decreased. In 2016, overall revenues were approximately \$25,000. By 2022, that total has decreased to approximately \$19,000. Net proceeds from the event have decreased from approximately \$12,000 to approximately \$5,500. These figures include staff time only for the day of the

event and do not account for the significant staff time required in planning the event. The table below shows expenses and revenues over the years.

Year	Total Expense	Total Revenues	Gain/Loss
2015	\$ 13,326	\$ 25,185	\$ 11,859
2016	\$ 14,655	\$ 26,759	\$ 12,104
2017	\$ 15,960	\$ 20,030	\$ 4,070
2018	\$ 21,912	\$ 24,559	\$ 2,647
2019			
2020			
2021			
2022	\$ 14,216	\$ 19,710	\$ 5,494

With the Recreation Supervision position vacant, available staff is busy implementing, planning, and organizing Spring and Summer contract classes, Youth and Adult sports leagues, the planning of Memorial Day, Drug & Gang Free Walk, Night at the Museum, and this year's expanded two-day Founders Day celebration. Planning for the 15th annual Golf Classic and Mayor's Cup wouldn't begin until after this year's Founders Day celebration. Should the City Council direct staff to continue with the planning of the Golf Classic and Mayor's Cup 2023, staff will move forward with the planning of the golf tournament and we will make it a success. But, given the existing workloads, available staffing, and downward trending revenues from the event, it is recommended that the event be canceled for 2023 and alternatives be explored to raise additional funds when the Recreation Supervisor position has been filled.

Alternatively, the Council can direct staff to consider alternative events immediately. As an example, during the February 2, 2023, City Council meeting there was discussion of a Cornhole tournament at Lomita Park as an alternative to replace the Golf Classic and Mayor's Cup while reducing staff time required and significantly reducing costs. Staff can research the possibility of this event taking place and report back to the City Council at a later date.

OPTIONS

1. Authorize the cancelation or the Golf Classic & Mayor's Cup 2023 until 2024.
2. Direct staff to move forward with the Golf Classic & Mayor's Cup 2023.
3. Direct staff to look further into a Cornhole tournament.
4. Provide staff with other direction.

FISCAL IMPACT

Impacts would depend on alternative directed, and potential events selected. As alternatives are discussed, staff will present expected costs and revenues.

Approved by:

Gary Sugano

Gary Y. Sugano
Assistant City Manager

Ryan Smoot

Ryan Smoot
City Manager

Prepared by:

Emma Kelley

Emma Kelley
Recreation Manager