

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



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

Next Resolution No. 2023-07
Next Ordinance No. 848

**AGENDA
REGULAR MEETING
LOMITA CITY COUNCIL
TUESDAY, APRIL 18, 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 – Council Member Waronek
- 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-l be approved.

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

RECOMMENDED ACTION: Approve motion.

- b. Warrants/Payroll Register

RECOMMENDED ACTION: Approve and file Warrants/Payroll Register.

- c. Monthly Report for the Administrative Services Department

RECOMMENDED ACTION: Receive and file the report.

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

RECOMMENDED ACTION: Receive and file the report.

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

RECOMMENDED ACTION: Receive and file the report.

- f. Monthly Report for the Recreation and Facilities Division

RECOMMENDED ACTION: Receive and file the report.

- g. Monthly Report for the Public Works Department

RECOMMENDED ACTION: Receive and file the report.

- h. February 2023 Treasury & Investment Report

RECOMMENDED ACTION: Receive and file the report.

- i. Second Reading and Adoption of Ordinance No. 847 for Zoning Text Amendment No. 2023-02 Amending Lomita Municipal Code Title XI (Planning and Zoning) to Modify Off-Street Parking Restrictions, to Permit Additional Types of Parking Lot Signs, to Add Definitions, and Finding the Action to be Exempt from the California Environmental Quality Act

RECOMMENDED ACTION: Adopt 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)

- j. Agreement with Race Communications for Internet Service at Lomita City Hall

RECOMMENDED ACTION: Authorize the City Manager to sign a service order and any related documents to renew internet services at Lomita City Hall.

- k. Professional Services Agreement with Tetra Tech, Inc. for Roof Design for Appian Way Pump Station

RECOMMENDED ACTION: 1) Approve a Professional Services Agreement with Tetra Tech for Engineering Design Services of New Roof Design for Appian Way Pump Station in the amount of \$ 86,395.00 plus a 20% contingency amount of \$ 17,279.00; 2) Appropriate \$63,674 to the Water Capital Fund for this project; and 3) Authorize the City Manager and City Clerk to execute the Agreement.

- l. Purchase of Public Works Vehicles

RECOMMENDED ACTION: 1) Authorize purchase of a new Ford F-350 for approximately \$61,408.79; 2) Authorized the purchase of a new Ford F-350 with a Rugby Dump Bed for approximately \$85,646.11; and 3) Appropriate \$12,051.90 from Equipment Replacement for the purchases.

8. SCHEDULED ITEMS

- a. **DISCUSSION AND CONSIDERATION TO ADOPT A RESOLUTION DIRECTING THE PUBLIC WORKS DIRECTOR TO PREPARE THE ENGINEER’S REPORT FOR LANDSCAPE MAINTENANCE DISTRICT NO. 1**

Presented by Carla Dillon, Public Works Director

RECOMMENDED ACTION: Adopt Resolution directing the Public Works Director to prepare the Engineer’s report for Landscape Maintenance District No. 1.

RESOLUTION NO. 2023-07 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, ORDERING THE PUBLIC WORKS DIRECTOR TO PREPARE AND FILE THE ENGINEER’S REPORT FOR LOMITA LANDSCAPE MAINTENANCE DISTRICT NO. 1, IN ACCORDANCE WITH THE LANDSCAPING AND LIGHTING ACT OF 1972, DIVISION 15, PART 2 OF THE STREETS AND HIGHWAYS CODE OF THE STATE OF CALIFORNIA, FOR THE FISCAL YEAR COMMENCING JULY 1, 2023, AND ENDING JUNE 30, 2024

9. PUBLIC HEARINGS

- a. **PUBLIC HEARING #4 TO REVIEW DRAFT MAPS, RECEIVE PUBLIC COMMENTS ON THE MAPS, AND AN ORDINANCE TO TRANSITION TO DISTRICT-BASED ELECTIONS UNDER THE CALIFORNIA VOTING RIGHTS ACT**

Presented by Trevor Rusin, City Attorney

RECOMMENDED ACTION: 1) Open the public hearing to receive public comments on the draft maps; 2) After the City attorney reads the title of the ordinance, introduce on first reading an ordinance establishing by-district elections in the City, defining the boundaries via the selected map, scheduling elections within the districts; 3) Find the same exempt from the California Environmental Quality Act; and 4) Direct staff to schedule the second reading and adoption of the ordinance.

ORDINANCE NO. 848 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, ADDING SECTION 2-1.29.1 TO CHAPTER 1 OF TITLE 2 OF THE LOMITA MUNICIPAL CODE ESTABLISHING BY-DISTRICT ELECTIONS, DEFINING DISTRICT BOUNDARIES, AND SCHEDULING ELECTIONS WITHIN THE DISTRICTS, AND FINDING THE ACTION EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

- b. DISCUSSION AND CONSIDERATION OF ORDINANCE NO. 849, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA AMENDING TITLE 2, CHAPTER 4, SECTION 2-4.01 OF THE LOMITA MUNICIPAL CODE TO ADJUST SALARIES OF CITY COUNCIL MEMBERS; AND FINDING THE ACTION EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT**

Presented by Ryan Smoot, City Manager

RECOMMENDED ACTION: 1) After the City Attorney reads the title, introduce on first reading Ordinance No. 849 amending Title 2, Chapter 4, Section 2-4.01 of the Lomita Municipal Code pertaining to City Council member compensation; 2) Find the action exempt from CEQA; and 3) Direct staff to schedule second reading and adoption of Ordinance No. 849 for the May 2, 2023, Regular City Council Meeting.

ORDINANCE NO. 849 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, AMENDING TITLE 2, CHAPTER 4, SECTION 2-4.01 OF THE LOMITA MUNICIPAL CODE PERTAINING TO COUNCIL MEMBER COMPENSATION AND FINDING THE ACTION EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

- c. 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, AND FINDING THE ACTION TO BE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT *(continued from the April 4, 2023, City Council meeting)***

Presented by Will Lawson, Code Enforcement Officer II

RECOMMENDED ACTION: 1) After the City Attorney reads the title, introduce on first reading an ordinance amending Lomita Municipal Code Title VI (Businesses, Professions and Trades), Chapter 8 (Massage Businesses and Practitioners) to clarify language and specify regulations; 2) Find the action exempt from the California Environment Quality Act (CEQA), and 3) Direct staff to schedule the second reading and adoption of the ordinance.

ORDINANCE NO. 850 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, APPROVING AN AMENDMENT TO AN ORDINANCE TO AMEND LOMITA MUNICIPAL CODE TITLE VI (BUSINESSES, PROFESSIONS AND TRADES), CHAPTER 8 (MASSAGE BUSINESSES AND PRACTITIONERS) TO CLARIFY LANGUAGE AND SPECIFY REGULATIONS, AND FINDING THE ACTION TO BE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT AND

FINDING THE ACTION TO BE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

10. ADJOURNMENT

The City Council adjourns this meeting in memory of longtime Lomita resident and former Traffic Commissioner Marty Spain, Ken Thompson of Thompson Building Materials, and former Lomita Mayor Lawson Pedigo.

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: April 13, 2023



Linda E. Abbott, Deputy City Clerk


TO: Honorable Mayor and City Council
FROM: Administrative Services Department
DATE: April 18, 2023
SUBJECT: WARRANT REGISTER
PAYROLL REGISTER

April 18, 2023 TOTAL WARRANTS ISSUED: \$415,160.28
Wires Transfers: 10847-10852
Voided: 530453
Prepay: N/A
Check Numbers: 530455-530525

Total Pages of Register: 13

April 7, 2023 TOTAL PAYROLL ISSUED: \$115,977.55

I hereby certify that the demands or claims covered by the checks listed on pages 1 to 13 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 4/5/2023 - 4/18/2023

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
Vendor: 7228 - #1 All Safe & Secure					
530455	04/18/2023	#1 All Safe & Secure	03-2023	Pre-Employee Live Scan	20.00
				Vendor 7228 - #1 All Safe & Secure Total:	20.00
Vendor: 6948 - A1 Lawnmower Shop					
530456	04/18/2023	A1 Lawnmower Shop	01426	Weed Wacker Repair	69.00
530456	04/18/2023	A1 Lawnmower Shop	01428	Topper	55.13
530456	04/18/2023	A1 Lawnmower Shop	01428	Sweeper Nozzle	13.22
530456	04/18/2023	A1 Lawnmower Shop	01428	Chain Oil	24.26
530456	04/18/2023	A1 Lawnmower Shop	01429	Topper	66.15
				Vendor 6948 - A1 Lawnmower Shop Total:	227.76
Vendor: 7353 - ACE Whatever It Takes					
530457	04/18/2023	ACE Whatever It Takes	5777	Toilet Plunger 4"	8.37
530457	04/18/2023	ACE Whatever It Takes	5779	Hex-L Metric Short Arm Hex L-K...	13.22
530457	04/18/2023	ACE Whatever It Takes	5779	High Carbon Steel T-Shank Jig S...	17.63
530457	04/18/2023	ACE Whatever It Takes	5790	Hammer 240 oz	30.86
530457	04/18/2023	ACE Whatever It Takes	5790	Steel Wool Pad 12-Pk	5.50
530457	04/18/2023	ACE Whatever It Takes	5790	Pocket Hose	44.09
530457	04/18/2023	ACE Whatever It Takes	5790	WD40 Smart Straw 8 oz	9.91
530457	04/18/2023	ACE Whatever It Takes	5791	Sanding Disc 60 Grit Medium 5-...	5.50
530457	04/18/2023	ACE Whatever It Takes	5791	Sanding Disc 80 Grit Medium 5-...	5.50
530457	04/18/2023	ACE Whatever It Takes	5794	Press and Flip Folding Utility Kni...	25.35
530457	04/18/2023	ACE Whatever It Takes	5794	Zinc 6 in. L Fixed Staple Safety ...	17.62
530457	04/18/2023	ACE Whatever It Takes	5794	AAA Alkaline Batteries 8-Pk	6.60
530457	04/18/2023	ACE Whatever It Takes	5794	Hook Rope	4.39
530457	04/18/2023	ACE Whatever It Takes	5794	AA Alkaline Batteries 4-Pk	3.96
530457	04/18/2023	ACE Whatever It Takes	5794	Clothesline Bolt Hook 240 lb 1 pk	3.95
530457	04/18/2023	ACE Whatever It Takes	5794	Nozzle Gun Metal	9.47
530457	04/18/2023	ACE Whatever It Takes	5794	Motor Oil 10W30	5.50
530457	04/18/2023	ACE Whatever It Takes	5795	Wood Filler 4 oz	4.40
530457	04/18/2023	ACE Whatever It Takes	5804	Misc. Fasteners	0.61
530457	04/18/2023	ACE Whatever It Takes	5804	Misc. Fasteners	0.65
530457	04/18/2023	ACE Whatever It Takes	5804	Linzer Chip Brush 2.5"	7.89
530457	04/18/2023	ACE Whatever It Takes	5804	Cable 3/32" 7X7	3.25
530457	04/18/2023	ACE Whatever It Takes	5804	Ferrule/Stops 1/16" 2-Pk	2.20
530457	04/18/2023	ACE Whatever It Takes	5804	Battery Lithium 6V	18.73
530457	04/18/2023	ACE Whatever It Takes	5806	Plastic Sheeting 3 mil X 10 ft. W...	18.73
530457	04/18/2023	ACE Whatever It Takes	5807	Misc. Fasteners	2.18
530457	04/18/2023	ACE Whatever It Takes	5807	Super Glue Liquid	10.57
530457	04/18/2023	ACE Whatever It Takes	5807	Caulk Buddy Finish Tool	3.30
530457	04/18/2023	ACE Whatever It Takes	5807	Misc. Fasteners	4.57
				Vendor 7353 - ACE Whatever It Takes Total:	294.50
Vendor: 4015 - AFLAC					
530458	04/18/2023	AFLAC	165344	Employee Life/Accident Benefit...	145.02
530458	04/18/2023	AFLAC	165344	Employee Life/Accident Benefit...	43.50
530458	04/18/2023	AFLAC	165344	Employee Life/Accident Benefit...	22.36
530458	04/18/2023	AFLAC	165344	Employee Life/Accident Benefit...	51.01
				Vendor 4015 - AFLAC Total:	261.89
Vendor: 12755 - Agri-Turf Distributing, LLC					
530459	04/18/2023	Agri-Turf Distributing, LLC	84564	Turf Supreme with Trimec 50 lb	826.88
				Vendor 12755 - Agri-Turf Distributing, LLC Total:	826.88
Vendor: 0545 - Allied Waste Transfer Services (BFI Falcon TS)					
530460	04/18/2023	Allied Waste Transfer Services (... 4404-000021697		Street-Dump Fee	267.22
530460	04/18/2023	Allied Waste Transfer Services (... 4404-000021697		Tree-Dump Fee	254.26

Warrant Register

Payment Dates: 4/5/2023 - 4/18/2023

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
530460	04/18/2023	Allied Waste Transfer Services (...)	4404-000021697	WTR-Dump Fee	639.14
				Vendor 0545 - Allied Waste Transfer Services (BFI Falcon TS)	Total: 1,160.62
Vendor: 12155 - Amazon Capital Services					
530461	04/18/2023	Amazon Capital Services	11Y3-XCN9-4TGP	Logitech Wireless Keyboard and...	71.65
530461	04/18/2023	Amazon Capital Services	16D9-WX7J-CKQ6	Returning Paper Plates	-17.63
530461	04/18/2023	Amazon Capital Services	1KKT-6WQ4-3XPN	Classification File Folders, 2 Divi...	31.96
530461	04/18/2023	Amazon Capital Services	1KKT-6WQ4-3XPN	Easy Peel Address Labels	33.23
530461	04/18/2023	Amazon Capital Services	1NWD-6YGY-4LLL	Sharpie Tank Style Highlighters	9.69
530461	04/18/2023	Amazon Capital Services	1NWD-6YGY-4LLL	Sticky Notes 3X3	10.97
530461	04/18/2023	Amazon Capital Services	1NWD-6YGY-4LLL	Replacement Insert for Ploy Tab...	9.87
530461	04/18/2023	Amazon Capital Services	1QR9-MXYP-7TXT	1200 ML Foam Hand Soap Refills	365.41
530461	04/18/2023	Amazon Capital Services	1QR9-MXYP-7TXT	Light Bulb	76.09
530461	04/18/2023	Amazon Capital Services	1TGJ-WVRT-CTML	White String	5.45
530461	04/18/2023	Amazon Capital Services	1TGJ-WVRT-CTML	Craft Paper	11.01
530461	04/18/2023	Amazon Capital Services	1TJ3-VHYQ-1W97	Weekly Planner	101.40
530461	04/18/2023	Amazon Capital Services	1Y7P-VLRR-4MJV	True Fabrications Jug-1/2-2 Jugs...	18.68
530461	04/18/2023	Amazon Capital Services	1Y7P-VLRR-4MJV	15 Pcs Unpainted Wooden Fake...	15.41
530461	04/18/2023	Amazon Capital Services	1Y7P-VLRR-4MJV	Wire Egg Basket with Wood Ha...	10.46
				Vendor 12155 - Amazon Capital Services Total:	753.65
Vendor: 7408 - American Fidelity					
10847	04/10/2023	American Fidelity	2160070C	Employee Flexible Spending Ac...	1,834.29
				Vendor 7408 - American Fidelity	Total: 1,834.29
Vendor: 6705 - Atlas Marketing Products					
530462	04/18/2023	Atlas Marketing Products	4015	Anti-Gang/Drug Free Walk Back...	662.48
530462	04/18/2023	Atlas Marketing Products	4015	Anti-Gang/Drug Free Walk Back...	55.13
530462	04/18/2023	Atlas Marketing Products	4016	Anti-Gang/Drug Free Walk Back...	27.56
530462	04/18/2023	Atlas Marketing Products	4016	Anti-Gang/Drug Free Walk Back...	339.15
				Vendor 6705 - Atlas Marketing Products	Total: 1,084.32
Vendor: 3334 - Autozone, Inc.					
530463	04/18/2023	Autozone, Inc.	2859589685	Light Bulbs	6.17
530463	04/18/2023	Autozone, Inc.	2859589685	Windshield Washer	6.38
530463	04/18/2023	Autozone, Inc.	2859589685	Antifreeze/Coolant	14.32
530463	04/18/2023	Autozone, Inc.	2859595477	Returning Wiper Blade	-37.58
530463	04/18/2023	Autozone, Inc.	2859595479	20" Wiper Blade	13.21
530463	04/18/2023	Autozone, Inc.	2859595759	Battery Clean-Detector	5.23
530463	04/18/2023	Autozone, Inc.	2859595759	Battery Install	3.81
530463	04/18/2023	Autozone, Inc.	2859595759	Battery Term Treatment	10.90
530463	04/18/2023	Autozone, Inc.	2859601871	5W-30 Motor Oil	38.80
530463	04/18/2023	Autozone, Inc.	2859601871	Char Energizer 4ft Lighting Cable..	22.04
530463	04/18/2023	Autozone, Inc.	2859602632	Endurance 6 to 4 LED	26.23
530463	04/18/2023	Autozone, Inc.	2859602632	Adapter 6RND to 7	28.32
530463	04/18/2023	Autozone, Inc.	2859609274	Ignition Coil	29.76
530463	04/18/2023	Autozone, Inc.	2859610144	Returning Motor Oil	-38.80
530463	04/18/2023	Autozone, Inc.	2859610145	Extended Life Oil Filter	6.16
530463	04/18/2023	Autozone, Inc.	2859610145	Platinum 5W-20 Motor Oil	11.68
530463	04/18/2023	Autozone, Inc.	2859610145	5W-20 Motor Oil	38.80
530463	04/18/2023	Autozone, Inc.	2859610146	Returning Extended Life Oil Filter	-6.16
				Vendor 3334 - Autozone, Inc.	Total: 179.27
Vendor: 7477 - Best Best & Krieger, LLP					
530464	04/18/2023	Best Best & Krieger, LLP	955949	Legal Services December 22	8,085.20
530464	04/18/2023	Best Best & Krieger, LLP	955949	Legal Services December 22	1,426.80
				Vendor 7477 - Best Best & Krieger, LLP	Total: 9,512.00
Vendor: 12391 - Brishan Inc.					
530465	04/18/2023	Brishan Inc.	0002376	Aquaphalt	2,341.71
				Vendor 12391 - Brishan Inc. Total:	2,341.71
Vendor: 12810 - California Greenhouses & OC Succulents					
530466	04/18/2023	California Greenhouses & OC Su...	201-45063	10"/5 Gallon Agave Attenuata	34.54

Warrant Register

Payment Dates: 4/5/2023 - 4/18/2023

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
530466	04/18/2023	California Greenhouses & OC Su...	201-45063	10"/5 Gallon Agave Ray of Light	49.61
Vendor 12810 - California Greenhouses & OC Succulents Total:					84.15
Vendor: 7319 - California State Disbursement Unit					
530467	04/18/2023	California State Disbursement ...	042123	Employee Garnishment Pay Dat...	230.76
Vendor 7319 - California State Disbursement Unit Total:					230.76
Vendor: 0655 - California Water Service					
530468	04/18/2023	California Water Service	6984422222-033723	PV Dr. No. Rolling Vista Medians	243.49
530468	04/18/2023	California Water Service	8594422222-032723	Landscape Maintenance District...	273.62
Vendor 0655 - California Water Service Total:					517.11
Vendor: 12822 - City of Lomita - Petty Cash					
530469	04/18/2023	City of Lomita - Petty Cash	March 23	Monthly City Manager's Meetin...	40.00
Vendor 12822 - City of Lomita - Petty Cash Total:					40.00
Vendor: 6751 - Conico Roro, Inc.					
530470	04/18/2023	Conico Roro, Inc.	033123	Parking Enforcement	112.02
530470	04/18/2023	Conico Roro, Inc.	033123	Facilities	133.15
530470	04/18/2023	Conico Roro, Inc.	033123	PW-PK	136.84
530470	04/18/2023	Conico Roro, Inc.	033123	PW-Street	143.07
530470	04/18/2023	Conico Roro, Inc.	033123	Sidewalk Program-Gas	305.62
530470	04/18/2023	Conico Roro, Inc.	033123	Water	787.85
Vendor 6751 - Conico Roro, Inc. Total:					1,618.55
Vendor: 0915 - Copy Rite Printing					
530471	04/18/2023	Copy Rite Printing	39523	Basketball Banner 4' X 6'	117.11
530471	04/18/2023	Copy Rite Printing	39535	Business Cards-M. Waronek	54.70
530471	04/18/2023	Copy Rite Printing	39540	Business Cards-L. Paz	41.56
530471	04/18/2023	Copy Rite Printing	39540	Business Cards-M. Harris	41.55
Vendor 0915 - Copy Rite Printing Total:					254.92
Vendor: 7371 - Corporate Payment Systems					
530472	04/18/2023	Corporate Payment Systems	B. Rindge 032723	CCCA Annual Municipal Seminar..	825.00
530472	04/18/2023	Corporate Payment Systems	C. Dillon 032723	Cisco Meet Plan	7.50
530472	04/18/2023	Corporate Payment Systems	C. Dillon 032723	Cisco Meet Plan	7.50
530472	04/18/2023	Corporate Payment Systems	C. Villa 032723	Easter Decorations	74.71
530472	04/18/2023	Corporate Payment Systems	C. Villa 032723	Easter Supplies	212.55
530472	04/18/2023	Corporate Payment Systems	D. Dixon 32723	Dinner for Council Member	66.09
530472	04/18/2023	Corporate Payment Systems	D. Dixon 32723	Flowers for Council Member	132.30
530472	04/18/2023	Corporate Payment Systems	D. Dixon 32723	SHRM Membership Renewal	244.00
530472	04/18/2023	Corporate Payment Systems	D. Dixon 32723	Gift Card for Rater	15.00
530472	04/18/2023	Corporate Payment Systems	D. Dixon 32723	February Birthday Celebration	45.70
530472	04/18/2023	Corporate Payment Systems	D. Dixon 32723	Recruitment Advertising	75.00
530472	04/18/2023	Corporate Payment Systems	D. Dixon 32723	Job Posting	225.00
530472	04/18/2023	Corporate Payment Systems	D. Dixon 32723	Rater Gift Card & Sympathy Pla...	44.29
530472	04/18/2023	Corporate Payment Systems	G. Sugano 032723	Zoom Video	15.99
530472	04/18/2023	Corporate Payment Systems	G. Sugano 032723	Office 365 Subscription January...	1,051.48
530472	04/18/2023	Corporate Payment Systems	G. Sugano 032723	Acrobat Pro	489.72
530472	04/18/2023	Corporate Payment Systems	G. Sugano 032723	Azure Active Directory February...	1,280.38
530472	04/18/2023	Corporate Payment Systems	G. Sugano 032723	Azure Active Directory January ...	228.90
530472	04/18/2023	Corporate Payment Systems	G. Sugano 032723	Acrobat Pro	17.33
530472	04/18/2023	Corporate Payment Systems	G. Sugano 032723	Azure Active Directory February...	426.80
530472	04/18/2023	Corporate Payment Systems	G. Sugano 032723	Azure Active Directory January ...	76.30
530472	04/18/2023	Corporate Payment Systems	G. Sugano 032723	Office 365 Subscription January...	350.50
530472	04/18/2023	Corporate Payment Systems	H. Edwards 032723	Mass Mobile Apps	99.00
530472	04/18/2023	Corporate Payment Systems	H. Edwards 032723	Sport Supplies	16.43
530472	04/18/2023	Corporate Payment Systems	H. Edwards 032723	18" X 24" Keyclean Pro Microfib...	100.59
530472	04/18/2023	Corporate Payment Systems	H. Flores 032723	Bench Repairs-Pipe	254.25
530472	04/18/2023	Corporate Payment Systems	H. Flores 032723	ISA Certificate Renewal Extensi...	75.00
530472	04/18/2023	Corporate Payment Systems	H. Flores 032723	ISA Certificate Renewal	120.00
530472	04/18/2023	Corporate Payment Systems	K. Gregory 032723	Badges for Council	49.61
530472	04/18/2023	Corporate Payment Systems	K. Gregory 032723	Daily Breeze Subscription	10.00
530472	04/18/2023	Corporate Payment Systems	K. Gregory 032723	Dropbox	19.99

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Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount	
530472	04/18/2023	Corporate Payment Systems	K. Gregory 032723	Dialpad Meetings Local Line-R. ...	360.00	
530472	04/18/2023	Corporate Payment Systems	Lomita Park 032723	Canva Subscription	12.99	
530472	04/18/2023	Corporate Payment Systems	Lomita Park 032723	Daily Breeze Subscription	10.00	
530472	04/18/2023	Corporate Payment Systems	Lomita Park 032723	MBI Annual License Dues	421.00	
530472	04/18/2023	Corporate Payment Systems	Lomita Park 032723	Teen Program Games	318.65	
530472	04/18/2023	Corporate Payment Systems	Lomita Park 032723	Teen Program Games	597.40	
530472	04/18/2023	Corporate Payment Systems	Lomita Park 032723	Museum-Security Camera Syst...	881.99	
530472	04/18/2023	Corporate Payment Systems	Lomita Park 032723	Museum Supplies	31.86	
530472	04/18/2023	Corporate Payment Systems	M. Sansbury 032723	Equipment Maintenance Suppli...	17.62	
530472	04/18/2023	Corporate Payment Systems	R. Smoot 032723	LA County Local Advocacy Day-B..	60.00	
530472	04/18/2023	Corporate Payment Systems	R. Smoot 032723	2023 City Leaders Summit-W. U...	625.00	
530472	04/18/2023	Corporate Payment Systems	R. Smoot 032723	Dinner for Council	18.74	
530472	04/18/2023	Corporate Payment Systems	R. Smoot 032723	Flowers for Council	143.32	
530472	04/18/2023	Corporate Payment Systems	R. Smoot 032723	Annual Municipal Seminar Regis..	825.00	
530472	04/18/2023	Corporate Payment Systems	S. Kamada	Sam's Membership Dues	84.87	
530472	04/18/2023	Corporate Payment Systems	S. Kamada	Sam's Membership Dues	84.86	
530472	04/18/2023	Corporate Payment Systems	S. Kamada	Playground Safety Inspector Co...	845.00	
530472	04/18/2023	Corporate Payment Systems	W. Lawson 032723	Property Report	54.18	
530472	04/18/2023	Corporate Payment Systems	W. Lawson 032723	Mail Service	4.81	
530472	04/18/2023	Corporate Payment Systems	W. Lawson 032723	Adobe Acrobat Refund	-99.95	
530472	04/18/2023	Corporate Payment Systems	W. Lawson 032723	Mail Service	4.18	
530472	04/18/2023	Corporate Payment Systems	W. Lawson 032723	2022 Chevrolet Equinox-Oil Cha...	95.42	
530472	04/18/2023	Corporate Payment Systems	W. Lawson 032723	Gas	56.89	
530472	04/18/2023	Corporate Payment Systems	W. Lawson 032723	Gas	60.00	
530472	04/18/2023	Corporate Payment Systems	W. Lawson 032723	Gas	25.95	
				Vendor 7371 - Corporate Payment Systems	Total:	12,196.69

Vendor: 12721 - Cory Zedler

530473	04/18/2023	Cory Zedler	033123	Mileage Reimbursement	9.83
				Vendor 12721 - Cory Zedler Total:	9.83

Vendor: 6828 - Creative Software Solutions

530474	04/18/2023	Creative Software Solutions	CINV-031367	DAR March 23	483.34	
				Vendor 6828 - Creative Software Solutions	Total:	483.34

Vendor: 6757 - Dataprose, Inc.

530475	04/18/2023	Dataprose, Inc.	DP2301211	Health for All Ages Inserts	58.94	
530475	04/18/2023	Dataprose, Inc.	DP2301211	Water Bills	2,666.13	
530475	04/18/2023	Dataprose, Inc.	DP2301211	Stage 2 Drought Restrictions	58.94	
				Vendor 6757 - Dataprose, Inc.	Total:	2,784.01

Vendor: 7438 - Duke Service Center, Inc.

530476	04/18/2023	Duke Service Center, Inc.	033123	PW-Park	1,040.53	
530476	04/18/2023	Duke Service Center, Inc.	033123	PW-Street	1,352.34	
530476	04/18/2023	Duke Service Center, Inc.	033123	Water	53.32	
				Vendor 7438 - Duke Service Center, Inc.	Total:	2,446.19

Vendor: 3790 - ECS Imaging, Inc.

530477	04/18/2023	ECS Imaging, Inc.	17683	Laserfiche Cloud Consulting Serv..	2,450.00	
				Vendor 3790 - ECS Imaging, Inc.	Total:	2,450.00

Vendor: 12811 - Environmental Systems Research Institute, Inc.

530478	04/18/2023	Environmental Systems Researc...	94460047	Online Creator and Viewer Ann...	715.00
530478	04/18/2023	Environmental Systems Researc...	94460047	Online Creator and Viewer Ann...	715.00
530478	04/18/2023	Environmental Systems Researc...	94460047	Online Creator and Viewer Ann...	715.00
530478	04/18/2023	Environmental Systems Researc...	94460047	Online Creator and Viewer Ann...	715.00
				Vendor 12811 - Environmental Systems Research Institute, Inc. Total:	2,860.00

Vendor: 3962 - Ganahl Lumber Company

530479	04/18/2023	Ganahl Lumber Company	150819030	Forward Plate Compactor	2,782.99	
				Vendor 3962 - Ganahl Lumber Company	Total:	2,782.99

Vendor: 6718 - Graffiti Protective Coatings Inc.

530480	04/18/2023	Graffiti Protective Coatings Inc.	7031-0123	Graffiti Removal January 23	1,200.00
530480	04/18/2023	Graffiti Protective Coatings Inc.	7031-0223	Graffiti Removal February 23	2,850.00

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Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
530480	04/18/2023	Graffiti Protective Coatings Inc.	7031-0323	Graffiti Removal March 23	1,650.00
				Vendor 6718 - Graffiti Protective Coatings Inc. Total:	5,700.00
Vendor: 3070 - Grainger					
530481	04/18/2023	Grainger	9657998077	Jack Hammer	216.17
				Vendor 3070 - Grainger Total:	216.17
Vendor: 3036 - Harbor Freight Tools USA, Inc.					
530482	04/18/2023	Harbor Freight Tools USA, Inc.	1009896	Professional Medium Barrel Air...	66.14
530482	04/18/2023	Harbor Freight Tools USA, Inc.	1009896	1/2 in. Professional Reversible A...	82.68
530482	04/18/2023	Harbor Freight Tools USA, Inc.	1009896	Titanium Step Drill Bit Set, 3 Pie...	15.42
530482	04/18/2023	Harbor Freight Tools USA, Inc.	1009896	ATV Hitch Adapter	14.32
530482	04/18/2023	Harbor Freight Tools USA, Inc.	1009896	Blade to Four-Wire Flat Adapter...	15.42
530482	04/18/2023	Harbor Freight Tools USA, Inc.	1010034	Impact Deep Socket Set, 13 Pie...	33.06
530482	04/18/2023	Harbor Freight Tools USA, Inc.	1010034	Tie Down Set, 5 Pack	14.32
530482	04/18/2023	Harbor Freight Tools USA, Inc.	1010034	Metric Offset Box Wrench 8-Pc	20.94
530482	04/18/2023	Harbor Freight Tools USA, Inc.	1010555	6" Crimped Wire Wheel	7.16
530482	04/18/2023	Harbor Freight Tools USA, Inc.	1010555	Bauer 6 X 3/4 X 1 Bench Grindin...	7.71
530482	04/18/2023	Harbor Freight Tools USA, Inc.	1010555	0.25" X 25 ft Prem Coil Hose	17.63
530482	04/18/2023	Harbor Freight Tools USA, Inc.	1010555	2 PC Black Oxide Step Drill Bit	30.86
530482	04/18/2023	Harbor Freight Tools USA, Inc.	1010929	Pipe 1/2-1" 5-Pieces	60.63
				Vendor 3036 - Harbor Freight Tools USA, Inc. Total:	386.29
Vendor: 3241 - Hinderliter, De Llamas & Associates					
530483	04/18/2023	Hinderliter, De Llamas & Associ...	SIN026412	Sales Tax	1,295.22
530483	04/18/2023	Hinderliter, De Llamas & Associ...	SIN026611	Measure L Tax	1,066.01
				Vendor 3241 - Hinderliter, De Llamas & Associates Total:	2,361.23
Vendor: 3052 - Home Depot Credit Services					
530484	04/18/2023	Home Depot Credit Services	0011524	Water Bottle Deposit	9.60
530484	04/18/2023	Home Depot Credit Services	0011524	Bottle Water	39.84
530484	04/18/2023	Home Depot Credit Services	1636188	10 lb Concrete Patcher	13.76
530484	04/18/2023	Home Depot Credit Services	1636188	Gorilla Glue Epoxy .85 oz	16.49
530484	04/18/2023	Home Depot Credit Services	1636188	Pipe Tape	1.08
530484	04/18/2023	Home Depot Credit Services	1636188	1/2" Barbed Coupling 20-Pk	10.99
530484	04/18/2023	Home Depot Credit Services	4523600	1-1/8" I.D. x 6 ft. Polyethylene B...	25.59
530484	04/18/2023	Home Depot Credit Services	4523600	3/4 - 1-3/4" Stainless Steel Hose...	5.47
530484	04/18/2023	Home Depot Credit Services	5096155	8 in. Widespread 2-Handle Bath...	283.78
530484	04/18/2023	Home Depot Credit Services	5096155	White Satin Interior/Exterior Pa...	6.04
530484	04/18/2023	Home Depot Credit Services	5096155	Wire Rope Reel Plain 1 X 16" X ...	2.25
530484	04/18/2023	Home Depot Credit Services	7012447	White Solid Interior/Exterior Co...	190.30
530484	04/18/2023	Home Depot Credit Services	7012447	Paint Care Fee	1.50
530484	04/18/2023	Home Depot Credit Services	8012396	3-Ply Disposable Mask	6.03
530484	04/18/2023	Home Depot Credit Services	8012396	Replacement Respirator Cartrid...	81.71
530484	04/18/2023	Home Depot Credit Services	8012396	Gasoline Safety Can with Funnel..	71.55
530484	04/18/2023	Home Depot Credit Services	8012396	Pro-Grade Ear Muff 1-Pk	74.48
530484	04/18/2023	Home Depot Credit Services	8012396	Clear Safety glasses 6 Pairs	57.26
530484	04/18/2023	Home Depot Credit Services	8012396	Disposable Ear Plug	28.62
530484	04/18/2023	Home Depot Credit Services	8012396	Evaporative Clima Band	9.42
530484	04/18/2023	Home Depot Credit Services	8012396	Tinted Safety Glasses 6 Pairs	60.13
530484	04/18/2023	Home Depot Credit Services	8524631	3/4" x 1" PVC Sch. 40 MPT x S R...	2.00
530484	04/18/2023	Home Depot Credit Services	8524631	3/4" MNPT x 3/4" FHT PVC Swiv...	2.80
530484	04/18/2023	Home Depot Credit Services	8524631	1" PVC Schedule 40 S x S Coupli...	2.88
530484	04/18/2023	Home Depot Credit Services	8524631	2" PVC Schedule 40 S x S Coupli...	4.57
530484	04/18/2023	Home Depot Credit Services	8524631	2" x 1" PVC Schedule 40 Spigot x...	6.88
530484	04/18/2023	Home Depot Credit Services	8524631	3/8" Compression x 1/2" FIP x 1...	14.22
530484	04/18/2023	Home Depot Credit Services	93650	Sandpaper	7.70
530484	04/18/2023	Home Depot Credit Services	93650	MKE Shockwave 3' Mag Bit Hol...	6.59
530484	04/18/2023	Home Depot Credit Services	93650	BEHR Orion Gray	6.59
530484	04/18/2023	Home Depot Credit Services	93650	MKE Shockwave 2.5" Mag Bit	6.03
530484	04/18/2023	Home Depot Credit Services	93650	Gray Ultra Fine Fin. Pad	8.78
530484	04/18/2023	Home Depot Credit Services	93650	Husky Flexible Putty Knife	11.00
530484	04/18/2023	Home Depot Credit Services	93650	Mini Glass Scraper w/10 Blades	13.16

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Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
530484	04/18/2023	Home Depot Credit Services	93650	Sandpaper	46.85
530484	04/18/2023	Home Depot Credit Services	93650	Goo Gone Spy Gel 12 oz	5.48
				Vendor 3052 - Home Depot Credit Services	Total: 1,141.42
Vendor: 12817 - Joel Springer					
530485	04/18/2023	Joel Springer	032723	Business License Fee Refund	120.00
530485	04/18/2023	Joel Springer	032723	Business License Fee Refund	29.50
530485	04/18/2023	Joel Springer	032723	Business License Fee Refund	4.00
				Vendor 12817 - Joel Springer Total:	153.50
Vendor: 12821 - Karlie Lewis					
530486	04/18/2023	Karlie Lewis	1008144.003	Refund - Museum Party Deposit	100.00
				Vendor 12821 - Karlie Lewis Total:	100.00
Vendor: 12635 - Kiley & Associates, LLC					
530487	04/18/2023	Kiley & Associates, LLC	LO 230331	Consulting Services, Legislative ...	3,333.33
				Vendor 12635 - Kiley & Associates, LLC Total:	3,333.33
Vendor: 3507 - L&B Pipe and Supply Co.					
530488	04/18/2023	L&B Pipe and Supply Co.	S115057787.001	Drinking Fountain 1/2 FPT Chr...	70.10
				Vendor 3507 - L&B Pipe and Supply Co.	Total: 70.10
Vendor: 3331 - Lee's Tires					
530489	04/18/2023	Lee's Tires	77812	2019 Ford F150 Oil Change-Lab...	42.50
				Vendor 3331 - Lee's Tires	Total: 42.50
Vendor: 3054 - Linde Gas & Equipment Inc.					
530490	04/18/2023	Linde Gas & Equipment Inc.	34853976	Acetylene Torch Rental	60.87
				Vendor 3054 - Linde Gas & Equipment Inc. Total:	60.87
Vendor: 3903 - Lomita City Employees Association					
530491	04/18/2023	Lomita City Employees Associat...	April 2023	Association Dues-April 23	660.00
				Vendor 3903 - Lomita City Employees Association Total:	660.00
Vendor: 7314 - Los Angeles Truck Centers, LLC					
530492	04/18/2023	Los Angeles Truck Centers, LLC	RA220030636.01	2013 Freightliner Break Repairs...	843.24
530492	04/18/2023	Los Angeles Truck Centers, LLC	RA220030636.01	2013 Freightliner Break Repairs...	1,159.20
				Vendor 7314 - Los Angeles Truck Centers, LLC Total:	2,002.44
Vendor: 4693 - Malik Branche					
530493	04/18/2023	Malik Branche	013123	Mileage Reimbursement Januar...	11.00
530493	04/18/2023	Malik Branche	022823	Mileage Reimbursement Februa...	11.00
530493	04/18/2023	Malik Branche	033123	Mileage Reimbursement March...	13.75
				Vendor 4693 - Malik Branche	Total: 35.75
Vendor: 4637 - Mark Andersen					
530494	04/18/2023	Mark Andersen	033023	Reimbursement for Staff Lunch	100.33
				Vendor 4637 - Mark Andersen	Total: 100.33
Vendor: 3085 - Mark's Lock & Safe, Inc.					
530495	04/18/2023	Mark's Lock & Safe, Inc.	0000036374	Add Card Access & CDVI Prox R...	2,205.00
530495	04/18/2023	Mark's Lock & Safe, Inc.	0000036374	Door Loop	49.01
				Vendor 3085 - Mark's Lock & Safe, Inc.	Total: 2,254.01
Vendor: 4556 - Mike Stolz					
530496	04/18/2023	Mike Stolz	040423	Reimbursement for Physical Ex...	183.00
				Vendor 4556 - Mike Stolz	Total: 183.00
Vendor: 12819 - Mike Wozniak					
530497	04/18/2023	Mike Wozniak	2004004.001	Refund - Tiny Pros 5-7 yrs #3000..	159.00
				Vendor 12819 - Mike Wozniak Total:	159.00
Vendor: 3217 - MissionSquare Retirement					
10851	04/06/2023	MissionSquare Retirement	040723	Deferred Compensation Pay Da...	12,276.18
10851	04/06/2023	MissionSquare Retirement	040723	Deferred Compensation Pay Da...	306.51
10851	04/06/2023	MissionSquare Retirement	040723	Deferred Compensation Pay Da...	290.93
10851	04/06/2023	MissionSquare Retirement	040723	Deferred Compensation Pay Da...	16.20
10851	04/06/2023	MissionSquare Retirement	040723	Deferred Compensation Pay Da...	144.79
10851	04/06/2023	MissionSquare Retirement	040723	Deferred Compensation Pay Da...	300.27
10851	04/06/2023	MissionSquare Retirement	040723	Deferred Compensation Pay Da...	149.54

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10851	04/06/2023	MissionSquare Retirement	040723	Deferred Compensation Pay Da...	214.49
10851	04/06/2023	MissionSquare Retirement	040723	Deferred Compensation Pay Da...	207.10
10851	04/06/2023	MissionSquare Retirement	040723	Deferred Compensation Pay Da...	207.24
10851	04/06/2023	MissionSquare Retirement	040723	Deferred Compensation Pay Da...	228.61
10851	04/06/2023	MissionSquare Retirement	040723	Deferred Compensation Pay Da...	184.77
10851	04/06/2023	MissionSquare Retirement	040723	Deferred Compensation Pay Da...	48.77
10851	04/06/2023	MissionSquare Retirement	040723	Deferred Compensation Pay Da...	10.77
10851	04/06/2023	MissionSquare Retirement	040723	Deferred Compensation Pay Da...	8.96
10851	04/06/2023	MissionSquare Retirement	040723	Deferred Compensation Pay Da...	60.31
10851	04/06/2023	MissionSquare Retirement	040723	Deferred Compensation Pay Da...	82.03
10851	04/06/2023	MissionSquare Retirement	040723	Deferred Compensation Pay Da...	144.79
10851	04/06/2023	MissionSquare Retirement	040723	Deferred Compensation Pay Da...	1,020.12

Vendor 3217 - MissionSquare Retirement Total: 15,902.38

Vendor: 7496 - Numa Networks

530498	04/18/2023	Numa Networks	34221	IT Services April 23	3,960.16
530498	04/18/2023	Numa Networks	34221	IT Services April 23	3,960.17

Vendor 7496 - Numa Networks Total: 7,920.33

Vendor: 6594 - Office Depot Business Solutions, LLC

530499	04/18/2023	Office Depot Business Solutions,...	303330650001	Copy Paper	51.81
530499	04/18/2023	Office Depot Business Solutions,...	303331371001	3.0 Flash Drives, 64GB, Pack Of ...	39.68
530499	04/18/2023	Office Depot Business Solutions,...	304930981001	Toner, Brother, TN431BK	89.29
530499	04/18/2023	Office Depot Business Solutions,...	305021742001	Toner, Brother 689244	74.96
530499	04/18/2023	Office Depot Business Solutions,...	305021742001	Toner, Brother TN310	74.96
530499	04/18/2023	Office Depot Business Solutions,...	30503737001	Copy Paper	106.90
530499	04/18/2023	Office Depot Business Solutions,...	305051262001	Creamer, Canister	6.98
530499	04/18/2023	Office Depot Business Solutions,...	305051262001	Sugar, Canister	7.96
530499	04/18/2023	Office Depot Business Solutions,...	305051262002	McCafe, Premium Roast 30 oz	35.73

Vendor 6594 - Office Depot Business Solutions, LLC Total: 488.27

Vendor: 4105 - Pacific Western Bank

10849	04/06/2023	Pacific Western Bank	033123	Federal & Medicare Taxes-Pay ...	15,498.96
10849	04/06/2023	Pacific Western Bank	033123	Federal & Medicare Taxes-Pay ...	2,223.70
10849	04/06/2023	Pacific Western Bank	033123	Federal & Medicare Taxes-Pay ...	9.52
10849	04/06/2023	Pacific Western Bank	033123	Federal & Medicare Taxes-Pay ...	251.66
10849	04/06/2023	Pacific Western Bank	033123	Federal & Medicare Taxes-Pay ...	94.70
10849	04/06/2023	Pacific Western Bank	033123	Federal & Medicare Taxes-Pay ...	112.43
10849	04/06/2023	Pacific Western Bank	033123	Federal & Medicare Taxes-Pay ...	27.72
10849	04/06/2023	Pacific Western Bank	033123	Federal & Medicare Taxes-Pay ...	20.05
10849	04/06/2023	Pacific Western Bank	033123	Federal & Medicare Taxes-Pay ...	44.96
10849	04/06/2023	Pacific Western Bank	033123	Federal & Medicare Taxes-Pay ...	8.09
10849	04/06/2023	Pacific Western Bank	033123	Federal & Medicare Taxes-Pay ...	212.78
10849	04/06/2023	Pacific Western Bank	033123	Federal & Medicare Taxes-Pay ...	68.04
10849	04/06/2023	Pacific Western Bank	033123	Federal & Medicare Taxes-Pay ...	7.67
10849	04/06/2023	Pacific Western Bank	033123	Federal & Medicare Taxes-Pay ...	108.69
10849	04/06/2023	Pacific Western Bank	033123	Federal & Medicare Taxes-Pay ...	13.16
10849	04/06/2023	Pacific Western Bank	033123	Federal & Medicare Taxes-Pay ...	87.66
10849	04/06/2023	Pacific Western Bank	033123	Federal & Medicare Taxes-Pay ...	80.78
10849	04/06/2023	Pacific Western Bank	033123	Federal & Medicare Taxes-Pay ...	134.34
10849	04/06/2023	Pacific Western Bank	033123	Federal & Medicare Taxes-Pay ...	126.50
10849	04/06/2023	Pacific Western Bank	033123	Federal & Medicare Taxes-Pay ...	25.45
10849	04/06/2023	Pacific Western Bank	033123	Federal & Medicare Taxes-Pay ...	9.08
10849	04/06/2023	Pacific Western Bank	033123	Federal & Medicare Taxes-Pay ...	71.00
10849	04/06/2023	Pacific Western Bank	033123	Federal & Medicare Taxes-Pay ...	22.46
10849	04/06/2023	Pacific Western Bank	033123	Federal & Medicare Taxes-Pay ...	4.14
10849	04/06/2023	Pacific Western Bank	033123	Federal & Medicare Taxes-Pay ...	1.13
10849	04/06/2023	Pacific Western Bank	033123	Federal & Medicare Taxes-Pay ...	60.64
10849	04/06/2023	Pacific Western Bank	033123	Federal & Medicare Taxes-Pay ...	21.32
10849	04/06/2023	Pacific Western Bank	033123	Federal & Medicare Taxes-Pay ...	119.73
10849	04/06/2023	Pacific Western Bank	033123	Federal & Medicare Taxes-Pay ...	28.20
10849	04/06/2023	Pacific Western Bank	033123	Federal & Medicare Taxes-Pay ...	451.81

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10850	04/06/2023	Pacific Western Bank	033123A	State Tax Withholdings Pay End...	5,863.25
				Vendor 4105 - Pacific Western Bank	Total: 25,809.62
Vendor: 12789 - Patrick Fidell					
530500	04/18/2023	Patrick Fidell	23-17	Refund of Overpayment on ADU..	6.20
530500	04/18/2023	Patrick Fidell	23-17	Refund of Overpayment on ADU..	310.00
				Vendor 12789 - Patrick Fidell Total:	316.20
Vendor: 7206 - Pitney Bowes					
530501	04/18/2023	Pitney Bowes	040623	Reserve Postage Account	3,000.00
				Vendor 7206 - Pitney Bowes	Total: 3,000.00
Vendor: 9052 - Pixel Graphic Design					
530502	04/18/2023	Pixel Graphic Design	1037	Page Layout & Design-Updated ...	75.00
530502	04/18/2023	Pixel Graphic Design	1037	Page Layout & Design-Updated ...	65.00
				Vendor 9052 - Pixel Graphic Design	Total: 140.00
Vendor: 4090 - Public Employee Retirement System					
10852	04/11/2023	Public Employee Retirement Sys...April 2023		Employee Health Insurance-Apri..	5,990.78
10852	04/11/2023	Public Employee Retirement Sys...April 2023		Employee Health Insurance-Apri..	2,623.86
10852	04/11/2023	Public Employee Retirement Sys...April 2023		Employee Health Insurance-Apri..	1,275.43
10852	04/11/2023	Public Employee Retirement Sys...April 2023		Employee Health Insurance-Apri..	2,862.97
10852	04/11/2023	Public Employee Retirement Sys...April 2023		Employee Health Insurance-Apri..	152.74
10852	04/11/2023	Public Employee Retirement Sys...April 2023		Employee Health Insurance-Apri..	4,283.85
10852	04/11/2023	Public Employee Retirement Sys...April 2023		Employee Health Insurance-Apri..	652.51
10852	04/11/2023	Public Employee Retirement Sys...April 2023		Employee Health Insurance-Apri..	3,813.52
10852	04/11/2023	Public Employee Retirement Sys...April 2023		Employee Health Insurance-Apri..	1,472.29
10852	04/11/2023	Public Employee Retirement Sys...April 2023		Employee Health Insurance-Apri..	2,564.47
10852	04/11/2023	Public Employee Retirement Sys...April 2023		Employee Health Insurance-Apri..	4,079.93
10852	04/11/2023	Public Employee Retirement Sys...April 2023		Employee Health Insurance-Apri..	2,630.96
10852	04/11/2023	Public Employee Retirement Sys...April 2023		Employee Health Insurance-Apri..	4,259.98
10852	04/11/2023	Public Employee Retirement Sys...April 2023		Employee Health Insurance-Apri..	1,435.13
10852	04/11/2023	Public Employee Retirement Sys...April 2023		Employee Health Insurance-Apri..	465.33
10852	04/11/2023	Public Employee Retirement Sys...April 2023		Employee Health Insurance-Apri..	73.83
10852	04/11/2023	Public Employee Retirement Sys...April 2023		Employee Health Insurance-Apri..	840.05
10852	04/11/2023	Public Employee Retirement Sys...April 2023		Employee Health Insurance-Apri..	302.55
10852	04/11/2023	Public Employee Retirement Sys...April 2023		Employee Health Insurance-Apri..	2,481.32
10852	04/11/2023	Public Employee Retirement Sys...April 2023		Employee Health Insurance-Apri..	8,460.51
				Vendor 4090 - Public Employee Retirement System	Total: 50,722.01
Vendor: 12818 - Puro Rabjohn					
530503	04/18/2023	Puro Rabjohn	282X23645600	Bottle Filter Senor	108.18
				Vendor 12818 - Puro Rabjohn Total:	108.18
Vendor: 12173 - Race Communications					
530504	04/18/2023	Race Communications	RC870222	Internet Access SBCOG April 23	1,530.00
530504	04/18/2023	Race Communications	RC870222	Internet Access SBCOG April 23	1,530.00
				Vendor 12173 - Race Communications Total:	3,060.00
Vendor: 12754 - Recap Advisors, LLC					
530505	04/18/2023	Recap Advisors, LLC	0090874	Consulting Svcs-RAD Reposition...	295.00
				Vendor 12754 - Recap Advisors, LLC Total:	295.00
Vendor: 3134 - S & J Supply Co., Inc.					
530506	04/18/2023	S & J Supply Co., Inc.	S100208860.001	Pipe Fitting	750.81
530506	04/18/2023	S & J Supply Co., Inc.	S100208860.001	Quantum CPLG w/Epoxy Alloy	628.73
530506	04/18/2023	S & J Supply Co., Inc.	S100208860.001	8" X 1" IP SERVICE SADDLE	276.97
				Vendor 3134 - S & J Supply Co., Inc.	Total: 1,656.51
Vendor: 7394 - Sharmone P. La Rose					
530507	04/18/2023	Sharmone P. La Rose	032823	Gentle Yoga Class Instructor	788.90
				Vendor 7394 - Sharmone P. La Rose	Total: 788.90
Vendor: 7233 - Siteone Landscape Supply, LLC					
530508	04/18/2023	Siteone Landscape Supply, LLC	127976323-001	Dawn Kwik Cut Mini Hacksaw 1...	10.86
530508	04/18/2023	Siteone Landscape Supply, LLC	127976323-001	Sch 80 PVC Male Adapter 2"	24.90

Warrant Register

Payment Dates: 4/5/2023 - 4/18/2023

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
530508	04/18/2023	Siteone Landscape Supply, LLC	127976323-001	NDS Pro-Span PVC Expansion R...	21.72
				Vendor 7233 - Siteone Landscape Supply, LLC	Total: 57.48
Vendor: 5050 - Southern California Edison Co.					
530509	04/18/2023	Southern California Edison Co.	700006214310-040323	Lomita Park	583.85
530509	04/18/2023	Southern California Edison Co.	700006214310-040323	Traffic Signals	32.66
530509	04/18/2023	Southern California Edison Co.	700006214310-040323	Street Lights	31.64
530509	04/18/2023	Southern California Edison Co.	700006910888-040623	Railroad Museum	172.30
530509	04/18/2023	Southern California Edison Co.	700008444906-040623	Traffic Signals	605.89
530509	04/18/2023	Southern California Edison Co.	700016714053-040623	Lomita Park	2,060.75
530509	04/18/2023	Southern California Edison Co.	700016714053-040623	Western Pedestrian Crosswalk	15.03
530509	04/18/2023	Southern California Edison Co.	700016714053-040623	Appian Way	267.85
530509	04/18/2023	Southern California Edison Co.	700025877624-040323	Street Lights	573.46
530509	04/18/2023	Southern California Edison Co.	700025957042-040323	Street Lights	255.50
530509	04/18/2023	Southern California Edison Co.	700315793648-040323	Street Lights	182.36
530509	04/18/2023	Southern California Edison Co.	700420008832-040523	Cypress Reservoir	225.32
				Vendor 5050 - Southern California Edison Co.	Total: 5,006.61
Vendor: 5040 - Southern California Gas Co.					
530510	04/18/2023	Southern California Gas Co.	07370472008-040423	Park Facilities	343.60
530510	04/18/2023	Southern California Gas Co.	07380495007-040423	City Hall Facilities	1,847.34
530510	04/18/2023	Southern California Gas Co.	11360471004-040423	Railroad Museum	44.31
				Vendor 5040 - Southern California Gas Co.	Total: 2,235.25
Vendor: 1005 - Southern California News Group					
530511	04/18/2023	Southern California News Group	033123	Ads-Adopting Ordinance No. 845	294.22
530511	04/18/2023	Southern California News Group	033123	Ads-Consider Adopting Ordinan...	294.22
530511	04/18/2023	Southern California News Group	033123	Ads-Public Hearing about Distric..	246.24
530511	04/18/2023	Southern California News Group	033123	Ads-Public Hearing to Consider ...	385.35
530511	04/18/2023	Southern California News Group	033123	Ads-Public Hearing to Consider ...	442.92
530511	04/18/2023	Southern California News Group	033123	Ads-Public Hearing to Consider ...	529.26
				Vendor 1005 - Southern California News Group	Total: 2,192.21
Vendor: 12759 - Steven Hernandez					
530512	04/18/2023	Steven Hernandez	031723	Reimbursement for 3 Pairs of P...	250.00
				Vendor 12759 - Steven Hernandez Total:	250.00
Vendor: 3956 - Ted's Plumbing Service Inc.					
530513	04/18/2023	Ted's Plumbing Service Inc.	37286	Flex Shalt/Hydro-Jet Mainline	1,490.00
				Vendor 3956 - Ted's Plumbing Service Inc.	Total: 1,490.00
Vendor: 6085 - Thompson Building Materials					
530514	04/18/2023	Thompson Building Materials	IV-I45463	Returning -Channel Drain Kit	-110.13
530514	04/18/2023	Thompson Building Materials	IV-I45463	Returning-Quickrete 3/4 Gravel...	-5.97
530514	04/18/2023	Thompson Building Materials	IV-I46252	Baron Bag 14 X 26 Ply Bag	65.05
530514	04/18/2023	Thompson Building Materials	IV-I46338	9 X 2 Straw Wattles	37.49
530514	04/18/2023	Thompson Building Materials	IV-I46615	9 X 25 Straw Wattles	37.49
530514	04/18/2023	Thompson Building Materials	IV-I46698	Sir Mix 60 lb Concrete	10.72
530514	04/18/2023	Thompson Building Materials	IV-I46926	Plaster Sand Scoop	130.35
530514	04/18/2023	Thompson Building Materials	IV-I46926	Misc Base Skip	98.03
530514	04/18/2023	Thompson Building Materials	IV-I46933	Misc Base Skip	130.71
				Vendor 6085 - Thompson Building Materials	Total: 393.74
Vendor: 12170 - T-Mobile					
530515	04/18/2023	T-Mobile	032023	City Mobile Internet-Managem...	19.74
530515	04/18/2023	T-Mobile	032023	City Mobile Internet-Code Enfor...	24.86
530515	04/18/2023	T-Mobile	032023	City Mobile Internet-Recreation...	29.40
530515	04/18/2023	T-Mobile	032023	City Mobile Internet-Park 6594	24.86
530515	04/18/2023	T-Mobile	032023	City Mobile Internet-Water 4043	29.40
				Vendor 12170 - T-Mobile Total:	128.26
Vendor: 12228 - Toshiba					
530516	04/18/2023	Toshiba	33756514	Copier Lease March 23	602.54
				Vendor 12228 - Toshiba Total:	602.54

Warrant Register

Payment Dates: 4/5/2023 - 4/18/2023

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
Vendor: 12786 - Traffic Safety Warehouse					
530517	04/18/2023	Traffic Safety Warehouse	104535A	18" Stop/Stop Paddle (ABS Plast...	198.23
530517	04/18/2023	Traffic Safety Warehouse	104535A	28" Orange Traffic Cones (Black...	1,265.11
Vendor 12786 - Traffic Safety Warehouse Total:					1,463.34
Vendor: 9100 - Tripepi Smith and Associates					
530518	04/18/2023	Tripepi Smith and Associates	9804	Video Production Services	1,116.26
Vendor 9100 - Tripepi Smith and Associates Total:					1,116.26
Vendor: 3123 - Underground Service Alert/SC					
530519	04/18/2023	Underground Service Alert/SC	22-2303430	California State Fee Regulatory ...	27.83
530519	04/18/2023	Underground Service Alert/SC	320230417	24 Dig Alerts and Monthly Main...	52.00
Vendor 3123 - Underground Service Alert/SC Total:					79.83
Vendor: 3177 - United States Postal Service					
530520	04/18/2023	United States Postal Service	032023	Annual Permit #3100	290.00
Vendor 3177 - United States Postal Service Total:					290.00
Vendor: 6477 - Verizon Wireless Government Mkts					
530521	04/18/2023	Verizon Wireless Government ...	9930164670	City Council	97.57
530521	04/18/2023	Verizon Wireless Government ...	9930164670	City Manager & Management A...	71.69
530521	04/18/2023	Verizon Wireless Government ...	9930164670	Emergency Mifi	19.51
530521	04/18/2023	Verizon Wireless Government ...	9930164670	Parking Enforcement	19.51
530521	04/18/2023	Verizon Wireless Government ...	9930164670	Community Director & Code En...	70.47
530521	04/18/2023	Verizon Wireless Government ...	9930164670	Management Assistant 50%	22.40
530521	04/18/2023	Verizon Wireless Government ...	9930164670	FAC	69.42
530521	04/18/2023	Verizon Wireless Government ...	9930164670	Recreation	118.04
530521	04/18/2023	Verizon Wireless Government ...	9930164670	Park	47.02
530521	04/18/2023	Verizon Wireless Government ...	9930164670	Public Works	91.81
530521	04/18/2023	Verizon Wireless Government ...	9930164670	Water	216.65
Vendor 6477 - Verizon Wireless Government Mkts Total:					844.09
Vendor: 7373 - Wells Fargo Vendor Financial Services					
530522	04/18/2023	Wells Fargo Vendor Financial Se...	5024486247	MX-5070V Copier Lease April 23	400.69
530522	04/18/2023	Wells Fargo Vendor Financial Se...	5024501915	MX-C304W Printer Lease April ...	86.01
Vendor 7373 - Wells Fargo Vendor Financial Services Total:					486.70
Vendor: 3044 - West Basin Municipal Water District					
10848	04/06/2023	West Basin Municipal Water Dis...	WB6068	February 23	211,778.00
Vendor 3044 - West Basin Municipal Water District Total:					211,778.00
Vendor: 7063 - Westfield Electric					
530523	04/18/2023	Westfield Electric	3157	Diffuser Lens	120.00
530523	04/18/2023	Westfield Electric	3157	Add Diffuser Lens to New Spot L...	525.00
530523	04/18/2023	Westfield Electric	3158	Conduit for Exterior Panel-Mate...	511.50
530523	04/18/2023	Westfield Electric	3158	Conduit for Exterior Panel at Ou...	1,785.00
530523	04/18/2023	Westfield Electric	3160	Zinsco 50AMP 240 Volt Circuit B...	250.00
530523	04/18/2023	Westfield Electric	3160	Wire	1,425.00
530523	04/18/2023	Westfield Electric	3160	Run Wire for 50AMP Stage Pow...	1,680.00
530523	04/18/2023	Westfield Electric	3161	LED 4' Strip Light	485.00
530523	04/18/2023	Westfield Electric	3161	LED 4' Flat Panel Ceiling Light	700.00
530523	04/18/2023	Westfield Electric	3161	Replace LED Flat Panel & Strip L...	1,260.00
530523	04/18/2023	Westfield Electric	3162	Repair Spider Boxes w/New Cir...	420.00
530523	04/18/2023	Westfield Electric	3162	Repair Spider Boxes/New Circuit...	960.00
Vendor 7063 - Westfield Electric Total:					10,121.50
Vendor: 7282 - Williams Data Management					
530524	04/18/2023	Williams Data Management	0611095	File Storage March 23	125.70
Vendor 7282 - Williams Data Management Total:					125.70
Vendor: 12820 - Yuko Yamane					
530525	04/18/2023	Yuko Yamane	2003998.001	Refund - Crush Youth Tennis	76.00
Vendor 12820 - Yuko Yamane Total:					76.00
Grand Total:					415,160.28

Report Summary

Fund Summary

Fund	Payment Amount
100 - General Fund	155,198.10
205 - State Gas Tax	6,713.04
220 - Proposition A Local Return	1,019.90
245 - Landscape Maintenance District #1	273.62
255 - Park Athletic	205.76
311 - Street Improvement	7,567.35
510 - Water Operations	244,182.51
Grand Total:	415,160.28

Account Summary

Account Number	Account Name	Payment Amount
100-000-2225.000	Gangs & Graffiti Trust	1,084.32
100-000-2285.000	Employee Association Du...	660.00
100-000-2508.000	Garnishment	230.76
100-000-2515.000	Health Insurance	5,990.78
100-000-2535.000	Accident Insurance	145.02
100-000-2550.000	Federal Withholding	17,722.66
100-000-2555.000	State Withholding	5,863.25
100-000-2560.000	Deferred Compensation	12,276.18
100-000-2563.000	Flex 125 Reimbursement	1,834.29
100-000-4215.000	Business License Tax	120.00
100-000-4414.000	Business License Fee	29.50
100-000-4416.000	Technology Fees	6.20
100-000-4420.000	Planning and Zoning Fees	310.00
100-000-4455.000	Parks and Recreation Fees	235.00
100-000-4510.000	Park Rentals	100.00
100-000-4616.000	CASP Fee	4.00
100-110-5207.000	Medicare	9.52
100-110-5415.000	Communications	97.57
100-110-5430.000	Conferences and Meetings	685.00
100-110-5505.000	Office Supplies and Expen...	104.31
100-110-5755.000	Special Department Suppl...	360.45
100-120-5305.000	Legal Services	8,085.20
100-125-5205.000	Health Insurance	2,930.37
100-125-5207.000	Medicare	251.66
100-125-5345.000	Contractual Services	4,343.33
100-125-5415.000	Communications	91.43
100-125-5430.000	Conferences and Meetings	865.00
100-125-5755.000	Special Department Suppl...	12.99
100-130-5205.000	Health Insurance	1,566.36
100-130-5207.000	Medicare	94.70
100-130-5410.000	Advertising	844.68
100-130-5505.000	Office Supplies and Expen...	3,529.83
100-130-5755.000	Special Department Suppl...	19.99
100-210-5205.000	Health Insurance	2,879.17
100-210-5207.000	Medicare	112.43
100-210-5340.000	Professional Services	2,361.23
100-210-5425.000	Dues and Memberships	84.87
100-210-5505.000	Office Supplies and Expen...	58.94
100-230-5205.000	Health Insurance	297.53
100-230-5206.000	Health Insurance Retirees	4,283.85
100-230-5207.000	Medicare	27.72
100-230-5345.000	Contractual Services	203.00
100-230-5425.000	Dues and Memberships	244.00
100-230-5755.000	Special Department Suppl...	404.99
100-333-5340.139	Professional Services	375.99
100-333-5520.139	Supplies	19.51

Account Summary

Account Number	Account Name	Payment Amount
100-335-5205.000	Health Insurance	652.51
100-335-5207.000	Medicare	65.01
100-335-5505.000	Office Supplies and Expen...	19.51
100-335-5720.000	Fuel	112.02
100-410-5205.000	Health Insurance	4,113.79
100-410-5207.000	Medicare	220.87
100-410-5340.000	Professional Services	54.18
100-410-5345.000	Contractual Services	6,540.70
100-410-5410.000	Advertising	1,357.53
100-410-5415.000	Communications	117.73
100-410-5430.000	Conferences and Meetings	825.00
100-410-5505.000	Office Supplies and Expen...	4.76
100-410-5710.000	Equipment Maintenance	95.42
100-410-5720.000	Fuel	116.89
100-410-5755.000	Special Department Suppl...	25.95
100-440-5345.000	Contractual Services	12,769.23
100-440-5525.000	Equipment Under \$5k	71.65
100-440-5605.000	Rents and Leases	1,089.24
100-605-5205.000	Health Insurance	1,621.83
100-605-5207.000	Medicare	75.71
100-605-5345.000	Contractual Services	722.50
100-605-5420.000	Mileage Reimbursement	9.83
100-605-5505.000	Office Supplies and Expen...	101.40
100-610-5205.000	Health Insurance	2,778.96
100-610-5207.000	Medicare	108.69
100-710-5205.000	Health Insurance	4,287.03
100-710-5207.000	Medicare	100.82
100-710-5405.000	Utilities	1,847.34
100-710-5415.000	Communications	69.42
100-710-5705.000	General Maintenance	14,195.81
100-710-5710.000	Equipment Maintenance	17.62
100-710-5720.000	Fuel	133.15
100-730-5205.000	Health Insurance	2,881.70
100-730-5207.000	Medicare	215.12
100-730-5345.000	Contractual Services	788.90
100-730-5410.000	Advertising	417.11
100-730-5415.000	Communications	147.44
100-730-5420.000	Mileage Reimbursement	35.75
100-730-5425.000	Dues and Memberships	84.86
100-730-5505.000	Office Supplies and Expen...	-17.63
100-730-5755.000	Special Department Suppl...	99.00
100-735-5410.000	Advertising	75.00
100-735-5425.000	Dues and Memberships	421.00
100-735-5754.339	Teen Program	916.05
100-735-5755.000	Special Department Suppl...	287.26
100-735-5755.118	Founder's Day	65.00
100-740-5205.000	Health Insurance	4,510.95
100-740-5207.000	Medicare	126.50
100-740-5405.000	Utilities	2,988.20
100-740-5415.000	Communications	71.88
100-740-5435.000	Training and Education	845.00
100-740-5505.000	Office Supplies and Expen...	49.44
100-740-5510.000	Small Tools	30.86
100-740-5705.000	General Maintenance	1,393.33
100-740-5710.000	Equipment Maintenance	121.31
100-740-5720.000	Fuel	1,177.37
100-750-5207.000	Medicare	25.45
100-750-5405.000	Utilities	216.61

Account Summary

Account Number	Account Name	Payment Amount
100-750-5505.000	Office Supplies and Expen...	16.46
100-750-5705.000	General Maintenance	952.09
100-750-5755.000	Special Department Suppl...	76.41
205-610-5205.000	Health Insurance	1,619.90
205-610-5207.000	Medicare	80.08
205-610-5405.000	Utilities	1,940.03
205-610-5415.000	Communications	91.81
205-610-5435.000	Training and Education	195.00
205-610-5515.000	Uniform Expense	250.00
205-610-5705.000	General Maintenance	561.56
205-610-5710.000	Equipment Maintenance	66.23
205-610-5720.000	Fuel	1,495.41
205-620-5705.000	General Maintenance	388.76
205-620-5710.000	Equipment Maintenance	24.26
220-340-5205.000	Health Insurance	514.10
220-340-5207.000	Medicare	22.46
220-340-5345.000	Contractual Services	483.34
245-720-5405.000	Utilities	273.62
255-760-5205.000	Health Insurance	84.60
255-760-5207.000	Medicare	4.14
255-760-5506.000	Sport Supplies	117.02
311-810-5806.380	Sidewalk Improvement Pr...	7,567.35
510-110-5207.000	Medicare	1.13
510-120-5305.000	Legal Services	1,426.80
510-125-5205.000	Health Insurance	849.01
510-125-5207.000	Medicare	60.64
510-130-5205.000	Health Insurance	362.86
510-130-5207.000	Medicare	21.32
510-220-5205.000	Health Insurance	2,563.35
510-220-5207.000	Medicare	119.73
510-220-5505.000	Office Supplies and Expen...	2,707.68
510-230-5205.000	Health Insurance	144.79
510-230-5207.000	Medicare	28.20
510-440-5345.000	Contractual Services	6,343.77
510-630-5205.000	Health Insurance	9,531.64
510-630-5207.000	Medicare	451.81
510-630-5338.000	Underground Service Alert	79.83
510-630-5345.000	Contractual Services	722.50
510-630-5405.000	Utilities	267.85
510-630-5411.000	Customer Notifications	58.94
510-630-5415.000	Communications	246.05
510-630-5440.000	Water Purchases - MWD	211,778.00
510-630-5442.000	Utilities - CWPF	225.32
510-630-5510.000	Small Tools	164.24
510-630-5705.000	General Maintenance	3,028.93
510-630-5710.000	Equipment Maintenance	2,056.62
510-630-5720.000	Fuel	841.17
510-630-5755.000	Special Department Suppl...	100.33
	Grand Total:	415,160.28

Project Account Summary

Project Account Key	Payment Amount	
None	407,592.93	
Sidewalk Improvement Program	7,567.35	
	Grand Total:	415,160.28



CITY OF LOMITA CITY COUNCIL REPORT

Item No. 7c

TO: City Council
FROM: Ryan Smoot, City Manager
PREPARED BY: Susan Kamada, Administrative Services Director
MEETING DATE: April 18, 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 participated in a Kickoff meeting for OpenGov Budget Software.
- Staff completed the Audited Financial Submission to HUD for Lomita Manor.
- Conducted 2nd Interviews for Payroll Specialist.

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

<i>Journal Entries/Adjustments</i>	4
<i>Payroll Updates/Maintenance Changes</i>	16 / 2 New Hires
<i>Purchase Orders Issued</i>	5
<i>Purchase Orders Paid</i>	15
<i>Invoices Processed for Payment</i>	247
<i>Checks Processed (Demands & Manual)</i>	147
<i>Payroll Checks Processed</i>	173
<i>Business Licenses Issued (New / Renewals)</i>	32/78
<i>Water Utility Bills Mailed/Late Notices Issued</i>	Water Bills Mailed 3929
<i>Service Orders Issued (for Water Accounts)</i>	50

OPTIONS:

None. Information only. Receive and file.

FISCAL IMPACT

None. Information only. Receive and file.

Reviewed by:



Gary Y. Sugano
Assistant City Manager

Approved by:



Ryan Smoot
City Manager

Prepared by:



Susan Kamada
Administrative Services Director



CITY OF LOMITA CITY COUNCIL REPORT

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

FROM: Ryan Smoot, City Manager

PREPARED BY: Gary Y. Sugano, Assistant City Manager

MEETING DATE: April 18, 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 March, Numa Networks assisted with a total of 185 trouble tickets.

Human Resources/Risk Management

The City currently has five (5) open recruitments; Maintenance Aide in the Public Works Department, Accountant/Payroll in the Administrative Services Department, and Recreation Leader - Parks, Recreation Leader – Museum, and Recreation Leader – Receptionist in the Recreation and Facilities Division. The most qualified applicants will be invited to participate in a panel interview. The Water Treatment Plant Operator recruitment closed on March 17, 2023. Panel interviews are scheduled for April 11, 2023.

Marco Lomeli was promoted from part-time Maintenance Aide to full-time Water Service Technician I. He started his new position on Monday, March 20, 2023.

Several recreation staff members are scheduled to attend CPR/First-Aid training on Saturday, April 1, 2023. Staff will learn how to provide CPR, proficiently use an AED, and render First-Aid in a timely and efficient manner.

HR and Recreation staff will participate in a youth job fair at El Camino College on April 19, 2023. The job fair is being hosted by South Bay Workforce Investment Board.

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. Cal OES sent a Request for Information (RFI) and the information was provided. On January 25, 2023, staff received notification that CalOES submitted the supplication to FEMA for funding consideration. A recent status check on the portal indicated the subapplication is still under review.

Staff held a meeting with the Area G DMAC to conduct a preliminary review of Lomita's Emergency Response. Staff anticipates presenting the review 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, Fabric Scrap Wreath class, and Seasonal Holiday activities such as the St Patrick's Celebration and Easter Egg Craft. 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. Roof repairs began in late March and are on-going. 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

- Received all employee, commission and council California Form 700 forms, scanned, logged and filed hard copies by deadline
- Working with ECS Imaging regarding Laserfiche repository improvements
- Continued work on agenda management and meeting video streaming project implementation
- Staff working on annual “Follow Me, I’m Gang and Drug Free” Walk

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 March

Council Meeting Agenda & Minutes Prepared	4/2
Council Resolutions Adopted & Processed	0
Housing Authority Agenda & Minutes Prepared	1/1
Contracts/Agreements Processed	2
Ordinances Adopted & Published	2
Certificates Prepared	7
Public Records Requests Processed	15
Dial-a-Ride New Cards Issued	5
Dial-a-Ride Payments Processed	27
Dial-a-Ride Assistance-Phone/Counter	70
Administrative Parking Appeals Reviewed & Processed	450
Parking Citations Issued & Processed	930
Parking Citations Assistance – Phone/Counter	128
Planning Commission Meeting Agenda & Minutes Prepared	1/1
Planning Commission Resolutions Processed	2
Public Safety & Traffic Commission Agenda & Minutes Prepared	0/0
Technical Traffic Advisory Committee Agenda & Minutes Prepared	0/0
Scanned & Indexed Documents	27
Water Billing Payments and Assistance- Phone/Counter	78

OPTIONS:

None. Information only. Receive and file.

FISCAL IMPACT

None. Information only. Receive and file.

ATTACHMENTS

None.

Prepared by:

Gary Sugano

Gary Sugano
Assistant City Manager

Approved by:

Ryan Smoot

Ryan Smoot
City Manager



CITY OF LOMITA CITY COUNCIL REPORT

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

FROM: Ryan Smoot, City Manager

PREPARED BY: Brianna Rindge, Community & Economic Development Director

MEETING DATE: April 18, 2023

SUBJECT: Monthly Report for the Community & Economic Development Department

RECOMMENDATION

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

DISCUSSION

Planning

- The Planning Commission voted unanimously to approve the following entitlements at the March 13, 2023, meeting. The appeal period for each application decision ended Wednesday, April 12, therefore the approval is deemed final, and the applicant may now apply for building permits. For zoning text amendments, the item will come before the City Council at a subsequent meeting.
 - Kotosh Peruvian Food & Sushi: reduced parking requirements and Conditional Use Permit amendment for expansion into adjacent unit, including beer & wine sales
 - Zoning text amendment recommended for approval by City Council: for the allowance of designated and short-term parking spaces on private property (requested by Target; to be permitted city-wide)
- The Planning Commission voted unanimously to approve the following entitlements at the April 10, 2023, meeting. The appeal period for each application decision ends May 10, 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.

- Tamaen Japanese BBQ & Steak: Conditional Use Permit amendment for expansion into adjacent unit, including beer & wine sales
 - Narbonne at 248th Street: offsite parking agreement between the “Brownstone” medical office development and the Bay Church
 - Zoning text amendment recommended for approval by City Council: outdoor dining regulations update
 - Zoning text amendment recommended for approval by City Council: allowance of hen chickens in the R-1 the same as A-1 (both single-family residential zones)
 - Zoning text amendment recommended for approval by City Council: clean-up ordinance to align Chapter 2 with Chapter 1 of the zoning code for planned residential developments
- 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.

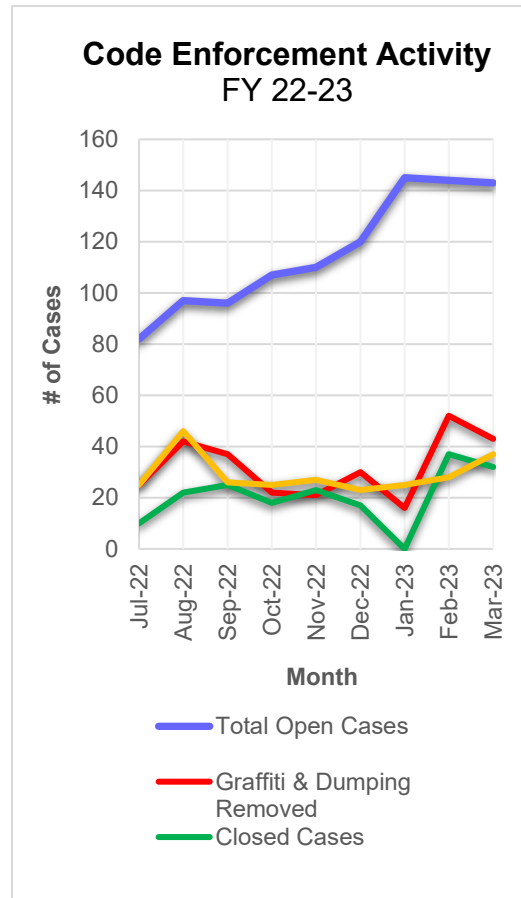
<i>Topic</i>	<i>Council Discussion</i>	<i>Planning Commission Hearing</i>	<i>City Council Hearings</i>
Building Code update	Adopted; in effect Jan. 1, 2023		
24000 Crenshaw Blvd Specific Plan sign update	Adopted; in effect Feb. 16, 2023		
Low-Barrier Navigation Centers	Adopted; in effect April 20, 2023		
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	Subcommittee	March 2023	April 2023
Massage clean-up	n/a	n/a	April 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	May 2023	June 2023

- Staff released the RFP for the General Plan Update (Land Use, Circulation, Open Space, and Noise Elements and the Environmental Impact Report) and Zoning Code Update on February 23, 2023 and intends to bring the award to City Council at the May 2 meeting.
- 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.

Code Enforcement

- The addition of a part-time contract Code Enforcement officer in February and March 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	\$59,400



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. 7f**

FROM: Ryan Smoot, City Manager

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

MEETING DATE: April 18, 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

- Spring classes at Lomita Park have begun.
- Country Line Dancing has returned to Lomita Park on Monday nights.
- Many youth programs this Spring have registered higher than average numbers including tennis, gymnastics, and Brit West soccer.
- Staff is working to recruit an adult and youth art instructor for the Summer.
- Staff is finalizing the Summer Newsletter this week.
- Rentals for both the Picnic Shelters and the Tom Rico Center rentals are all reserved for the month of April.
- Staff is finalizing the return of the Lomita Teen Program starting June 27th. Donations for the program have been pledged by Rizzo's Pizza and Lomita's Best.
- Founders Day planning and meetings have begun.
- Staff is working with the LASD in planning for this year's "I am Drug & Gang Free Walk" for 347 students on June 2nd at Lomita Park.
- Lomita Railroad Museum staff is preparing to assist the Lomita Railroad foundation with its "Afternoon Tea" on April 30th. This event is sold out.
- Lomita Railroad Museum staff is also preparing for Night at the Museum taking place June 2nd.
- The Lomita Railroad Museum has a school visit and to tour the grounds on April 7th.
- Staff is continuing to work with the Lomita Chamber of Commerce during their Sunday Funday event at Farmers Market which takes place the last Sunday of each month.

YOUTH SPORTS

- Lomita Park Youth Basketball ended on March 25th.
- Lomita Park Youth Soccer registration is at its highest level in 3 years.
- Training staff for the coming youth soccer season at Lomita Park.
- Lomita Park Youth Soccer season began April 10th.

ADULT SPORTS

- Spring Adult Basketball concluded on April 6th.

PROJECTS

- A few of the Lomita Park Coaches had training on April 1st to be CPR Certified.

MAINTENANCE AND FACILITIES

- Continue the process of adding card access at doors throughout Lomita Park.
- Added security camera and intercom to the exterior of the main office at The Stephenson Building 1st floor.
- Serviced and cleaned security cameras throughout Lomita Park.
- Working with AT&T (subcontractors) on the safety of the antennas on the roof at City Hall.
- Cleared out a sewer backup in the Tom Rico Center & Marc Fosnaugh Gymnasium. We also video camera the entire line.
- The Tom Rico Center & Marc Fosnaugh restroom main sewer drain was FlexShaft (Carbide Tipped Chain) & Hydro Jet cleaned.
- Removed the two toilets in the men's restroom in the Tom Rico Center and replaced the wax rings.
- Replaced a broken toilet in women's restroom on the 2nd floor at City Hall.

PARK ADMINISTRATION PROJECTS

PROJECTS COMPLETED:

- Continued participating in Capital Improvement Project planning sessions with Public Works Department.
- Provided information to and completed job walks with Senior Civil Engineer at Stephenson Center, Museum, Irene Lewis Park, and Hathaway Park to assist in RFP development.
- Worked with California Consulting to submit AARP grant application on 3/14/23.
- Participated in departmental Founder's Day Meetings.
- Ordered new cement tables for Hathaway and Lomita Parks.

PROJECTS IN PROGRESS:

- 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.
- Began working with graphic designer for Founder's Day T-shirts
- Completing LA County Supervisor Discretionary grant application for Founder's Day entertainment.

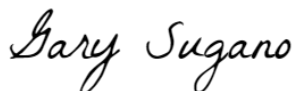
OPTIONS:

None. Information only. Receive and file.

FISCAL IMPACT

None. Information only. Receive and file.

Reviewed by:



Gary Y. Sugano
Assistant City Manager

Approved by:



Ryan Smoot
City Manager

Prepared by:



Michael M. Sansbury
Recreation & Facilities Manager

Prepared by:



Emma Kelley
Recreation Manager



CITY OF LOMITA CITY COUNCIL REPORT

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

FROM: Ryan Smoot, City Manager

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

MEETING DATE: April 18, 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 March, RWQCB issued an order to Chevron Pipeline Company to provide information on the pipelines that are located in Lomita approximately 25 feet from the CWPF. The Order requests information be provide by the end of June on the pipeline materials, products transported, integrity tests, spill records, and previously conducted sample results.

In March 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 March 2023, the City imported 134.1 acre-feet from West Basin MWD. Monthly water reports can be found at www.lomitawater.com/oversight/water-quality-reports/.

The City resumed its water tours at the Cypress Water Production Facility in Summer of 2022 after a two-year hiatus. A tour was hosted on a Saturday in March for eight 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	3
Water Outages	1
Water Service Requests	45
USA Dig-Alert Tickets	54
Dead-end Fire Hydrant Flushing	24
Meter Maintenance	6
Inspection of Water Facilities	Daily
Water Quality Complaints	1

Engineering/PW Administration Division Updates

In March, Engineering Intern, Anthony Hernandez joined the Public Works Department. He is currently a Civil Engineering Student at Cal State Long Beach.

CIP Update

The CIP Master Plan has 23 projects programmed for FY22-23. With staffing gaps throughout the year, the CIP projects had a slow start. The table below summarizes project status, and details on selected projects follow.

Status	Project
Completed	<ul style="list-style-type: none"> • Street Improvements – Zones C&F
In Construction	<ul style="list-style-type: none"> • Cypress Water Production Facility Upgrades • Sidewalk Program • Park Bench and Table Replacements at Hathaway and Lomita Parks (Benches ordered; staff will install)
In Design (or Study) Phase	<ul style="list-style-type: none"> • 246th St., 247th Pl, 247th St Western Water Main Replacement • Street Improvements - Zone G • Narbonne South Pipe Replacement • Narbonne South Street Reconstruction • Emergency Generator for Appian Way • Second Potable Well Evaluation (Study)
Request for Proposal (RFP) Phase	<ul style="list-style-type: none"> • Stephenson Center Maintenance Project • Appian Way Pump Station Roof Replacement Project • Sewer System Master Plan • Traffic Calming Toolkit
Scope Development Phase	<ul style="list-style-type: none"> • Park Playground Equipment • Feasibility Study for a second Stormwater Project • Downtown Lomita Multi-Benefit Stormwater Project • Lomita Boulevard Corridor Planning • Annual Pipe Rehab and Replacement (R&R)
Not Started	<ul style="list-style-type: none"> • ADA Improvement projects • Gutter Repairs - Narbonne Avenue • Booster Pump for Hathaway Park • Sewer System Management Plan update and Audit

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 March 31, 2023
Percent Project completion	98%
Overall Project, invoiced/approved	\$4,126,685
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.

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 March 31, 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 is working to schedule their subconsultant to complete potholing. The final design of the project has been submitted to the City for final review.

Progress	As of March 31, 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 March 2023. Construction of the project is scheduled for Summer 2023.

For the month of March 2023, City staff reviewed and provided comments for the 90% design package for the project. Due to the long lead time for generators (~60 weeks), AEPC Group 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. The City is planning to procure the generator in April, as well as receive the final PS&E for the project.

Progress	As of March 31, 2023
Percent Project completion	50%
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 be completed in the third quarter of 2023.

Progress	As of March 31, 2023
Percent Project completion	3%
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 and the kick-off meeting was held in early March. Stetson Engineering is currently acquiring and reviewing data. The study is scheduled to be completed in July 2023.

Progress	As of March 31, 2023
Percent Project completion	5%
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, which will require a material resistant to termite infestation. The existing roof has termite damage and due to the building being utilized for drinking water, the building cannot be fumigated.

The City requested proposals in February 2023 and anticipates presenting an award for a contract to the City Council in April.

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 and proposals are expected in May.

Encroachment Permit Review/Approval

In March 2023, staff received and reviewed 17 encroachment permit applications from various utility companies, contractors, and residents. Seven 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 March. 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

In March, Public Works Field Operations crew assisted in water main repairs. The Parks Division replaced a tree at Hathaway Park and one tree at Teuchert Park. The Parks Division also worked on replacing dying and outdated plants at Narbonne Plaza and the City Parking Lot at 245th Street. The replacement plants are low water use, low maintenance and more aesthetic pleasing plants.

Streets and Trees Division:

Trees Trimmed (by Crew)	46
Trees/Stumps Removed	3
Graffiti Locations Cleaned	92
Sidewalk Maintenance	0 (Weather did not permit)
Curb/Gutter Maintenance	46
City Drains Cleaned	150 (times due to weather)
Street Signs Replaced or Repaired	33
Potholes Filled / Patches	113
New work order requests	11
Backlog of work orders	5
Total Trees Planted	5

Parks Division:

Mowed Park Grounds, number of times	19
Playground Safety Inspections	12
Raised Median/Planter Weeding	8
Park Grounds Fertilize	2
Museum/City Hall Grounds Maintenance	8
Sprinkler Repair/Replacement	4
Trimmed Hedges/Trees (City grounds)	12

Reviewed by:



Gary Y. Sugano
Assistant City Manager

Approved by:



Ryan Smoot
City Manager

Prepared by:



Carla Dillon, PE
Public Works Director



CITY OF LOMITA CITY COUNCIL REPORT

TO: City Council **Item No. 7h**
FROM: Ryan Smoot, City Manager
PREPARED BY: Susan Kamada, Administrative Services Director
MEETING DATE: April 18, 2023
SUBJECT: February 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 February 28, 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.

11.54% 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 February 28, 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 the 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 February 2023

Reviewed by:



Gary Y. Sugano
Assistant City Manager

Approved by:



Ryan Smoot
City Manager

Prepared by:



Susan Kamada
Administrative Services Director

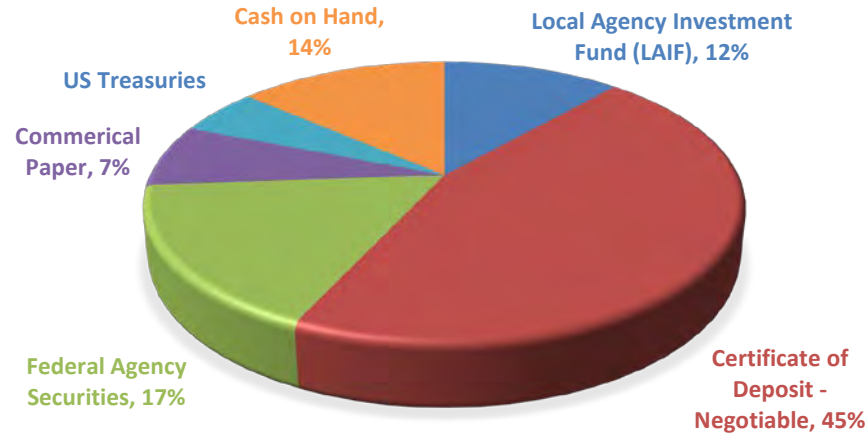


City of Lomita Investment Portfolio Report February 28, 2023

Attachment 1

Summary of Cash & Investments	Distribution of Cash &				Gain (Loss) on
	Investments	Book Value	Market Value*	Interest Earned	Investment
Local Agency Investment Fund (LAIF)	11.54%	3,229,430.08	3,229,430.08	0.00	0.00
Certificate of Deposit - Negotiable	45.38%	12,699,000.00	11,968,786.73	24,894.45	0.00
Federal Agency Securities	16.97%	4,750,000.00	4,406,545.00	10,500.00	0.00
Commerical Paper	7.15%	2,000,000.00	1,728,775.00	2,875.00	0.00
US Treasuries	5.36%	1,500,000.00	1,483,670.00	0.00	0.00
Total Pooled Investments	86.39%	24,178,430.08	22,817,206.81	38,269.45	0.00
City of Lomita General Account DDA	13.61%	3,807,499.06	3,807,499.06	0.00	0.00
Total Cash	13.61%	3,807,499.06	3,807,499.06	0.00	0.00
Total Cash & Investments	100.00%	27,985,929.14	26,624,705.87	38,269.45	0.00

City of Lomita Distribution of Pooled Cash



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

	<u>MTD</u>	<u>YTD</u>
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	-	244,675.91
Apr-23	-	244,675.91
May-23	-	244,675.91
Jun-23	-	244,675.91
	244,675.91	244,675.91

*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 February 28, 2023

Account/ Investment Title & Description	Account # CUSIP	Settlement Date	Maturity Date	Yield to Maturity	Beginning Face Amount/Shares	Last Month MP	Beginning Market Value	Buy Principal	Sell Principal	Change in Market Value	Ending Market Value	Ending Face Amount/Shares	Interest Earned / (Accrued)	Realized Gain /(Loss) On Investment
Local Agency Investment Fund (LAIF)														
City of Lomita	XX-XX-469		N/A	2.624%	3,229,430.08	100.0000	3,229,430.08	-	-	-	3,229,430.08	3,229,430.08	-	-
Sub Total / Average				2.624%	3,229,430.08	100.00	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	96.8100	240,088.80	-	-	(193.44)	239,895.36	248,000.00	347.54	
Third Federal S & L Assn	88413QDA3	08/13/21	08/13/24	0.500%	249,000.00	93.8250	233,624.25	-	-	(465.63)	233,158.62	249,000.00	627.62	
Raymond James Bank NA	75472RBB6	02/14/20	02/14/25	1.750%	248,000.00	94.3610	234,015.28	-	-	(1,103.60)	232,911.68	248,000.00	2,187.84	
Lafayette FCU	50625LAY9	03/31/22	03/31/25	2.200%	249,000.00	94.9040	236,310.96	-	-	(1,210.14)	235,100.82	249,000.00	435.24	
Direct Federal Credit Union	25460FDZ6	02/01/23	05/01/25	4.700%	248,000.00	99.9930	247,982.64	-	-	(1,547.52)	246,435.12	248,000.00		
JPMorgan Chase Bank NA	48128WCJ2	12/03/21	05/16/25	0.800%	248,000.00	91.6640	227,326.72	-	-	(927.52)	226,399.20	248,000.00		
Institution for Savings Newburyport MA	45780PBL8	05/20/22	05/20/25	3.100%	247,000.00	96.5730	238,535.31	-	-	(1,365.91)	237,169.40	247,000.00	650.32	
Axiom Bank Maitland FL	05464LBR1	11/30/21	06/13/25	0.700%	249,000.00	91.0990	226,836.51	-	-	(873.99)	225,962.52	249,000.00	148.04	
Bank of Princeton	064520BE8	06/26/20	06/26/25	0.600%	210,000.00	90.7570	190,589.70	-	-	(714.00)	189,875.70	210,000.00	107.01	
Flushing Bank	34387AFF1	11/04/22	11/04/25	4.700%	249,000.00	100.1090	249,271.41	-	-	(1,583.64)	247,687.77	249,000.00	993.95	
BankUnited NA	066519RX9	12/08/21	12/08/25	1.250%	248,000.00	90.9640	225,590.72	-	-	(872.96)	224,717.76	248,000.00		
USAlliance FCU	90352RCD5	01/28/22	01/28/26	1.350%	249,000.00	90.8969	226,333.28	-	-	1,752.71	228,085.99	249,000.00	265.57	
Liberty First Credit Union	530520AF2	02/03/23	02/03/26	4.400%	249,000.00	99.6850	248,215.65	-	-	(1,675.77)	246,539.88	249,000.00		
Pentagon FCU	70962LBK7	03/28/22	03/30/26	2.050%	249,000.00	92.3800	230,026.20	-	-	(871.50)	229,154.70	249,000.00	433.53	
Kansas State Bank	50116CCV9	03/31/22	03/31/26	2.300%	249,000.00	93.1160	231,858.84	-	-	(936.24)	230,922.60	249,000.00	439.33	
Nelnet Bank	64034KAC5	04/15/21	04/15/26	0.700%	248,000.00	88.3880	219,202.24	-	-	(617.52)	218,584.72	248,000.00		
Community West Bank NA	20415QHQ5	04/23/21	04/23/26	0.700%	248,000.00	88.2040	218,745.92	-	-	(580.32)	218,165.60	248,000.00	147.44	
State BK India New York NY	856285V57	05/19/21	05/19/26	1.000%	247,000.00	88.9920	219,810.24	-	-	(644.67)	219,165.57	247,000.00		
Toyota Financial Savings Bank	89235MLD1	07/22/21	07/22/26	0.950%	248,000.00	88.3140	219,018.72	-	-	(582.80)	218,435.92	248,000.00		
Medallion BK Salt Lake City	58404DL1	07/30/21	07/30/26	0.800%	248,000.00	87.7690	217,667.12	-	-	(545.60)	217,121.52	248,000.00		
Sallie Mae Bank	795451AK9	08/11/21	08/11/26	1.100%	248,000.00	88.6420	219,832.16	-	-	(607.60)	219,224.56	248,000.00	1,375.21	
Metro Credit Union	59161YAN6	02/18/22	08/18/26	1.600%	249,000.00	90.1210	224,401.29	-	-	(649.89)	223,751.40	249,000.00	338.37	
Texas Exchange Bank	88241TML1	11/26/21	11/27/26	1.200%	249,000.00	88.0720	219,299.28	-	-	(440.73)	218,858.55	249,000.00	253.78	
Beal Bank USA	07371CH69	03/02/22	02/24/27	2.050%	248,000.00	90.6330	224,769.84	-	-	(451.36)	224,318.48	248,000.00		
Capital One Bank USA NA	14042TFP7	04/27/22	04/27/27	2.900%	248,000.00	93.5160	231,919.68	-	-	(622.48)	231,297.20	248,000.00		
Morgan Stanley Bank	61773TDN0	04/29/22	04/29/27	3.000%	246,000.00	93.9030	231,001.38	-	-	(624.84)	230,376.54	246,000.00		
Discover Bank	254673G83	06/14/22	06/14/27	3.150%	246,000.00	94.3120	232,007.52	-	-	(691.26)	231,316.26	246,000.00		
The Dart Bank	237412AN1	06/08/22	06/15/27	3.250%	249,000.00	94.6760	235,743.24	-	-	(712.14)	235,031.10	249,000.00	687.31	
Forbright Bank	34520LAT0	11/02/22	11/02/27	4.600%	249,000.00	100.0000	249,000.00	-	-	(1,043.31)	247,956.69	249,000.00	972.81	
Alliant Credit Union	01882MAC6	12/30/22	12/30/27	5.000%	248,000.00	101.7570	252,357.36	-	-	(1,148.24)	251,209.12	248,000.00	985.21	
First Technology Federal	33715LEL0	02/03/23	02/03/28	5.000%	248,000.00	100.2020	248,500.96	-	-	(553.04)	247,947.92	248,000.00		
Goldman Sachs Bank USA	38148PN52	05/30/18	05/30/23	3.250%	245,000.00	99.5660	243,936.70	-	-	220.50	244,157.20	245,000.00		
Austin TelCo FCU	052392BK2	08/12/22	08/11/23	3.200%	249,000.00	99.2480	247,127.52	-	-	62.25	247,189.77	249,000.00	676.73	
General Electric Credit Union	369674CG 9	01/30/23	01/30/24	5.000%	248,000.00	100.2440	248,605.12	-	-	(758.88)	247,846.24	248,000.00	985.21	
Wells Fargo Bank	949763ZA7	04/18/19	04/10/24	2.850%	245,000.00	97.8130	239,641.85	-	-	(565.95)	239,075.90	245,000.00	593.03	
Live Oak Bkg Co	538036HY3	02/12/20	08/12/24	1.700%	245,000.00	95.5490	234,095.05	-	-	(622.30)	233,472.75	245,000.00	353.74	
Capital One Natl Assn	14042RNE7	08/23/19	08/21/24	2.000%	245,000.00	95.9680	235,121.60	-	-	(744.80)	234,376.80	245,000.00	2,470.14	
Morgan Stanley Private Bk Natl Assn	61760AX53	09/05/19	09/05/24	1.900%	100,000.00	95.7370	95,737.00	-	-	(300.00)	95,437.00	100,000.00		
Synchrony Bank	87165FF58	11/30/21	11/29/24	0.850%	245,000.00	93.3010	228,587.45	-	-	(742.35)	227,845.10	245,000.00		
Workers Federal Credit Union	98138MBC3	01/27/23	01/27/25	4.700%	249,000.00	100.0310	249,077.19	-	-	(1,638.42)	247,438.77	249,000.00	993.95	
Enerbank USA Salt	29278TMZ0	02/14/20	02/14/25	1.650%	245,000.00	94.1150	230,581.75	-	-	(1,029.00)	229,552.75	245,000.00	343.34	
Merrick Bank	59013KQE9	11/30/21	05/30/25	0.900%	245,000.00	91.6760	224,606.20	-	-	(857.50)	223,748.70	245,000.00	175.19	
Spokane Teachers Credit Union	849061AA4	11/23/22	11/24/25	5.000%	248,000.00	100.9060	250,246.88	-	-	(1,614.48)	248,632.40	248,000.00	1,053.15	
Eaglemark Savings Bank	27004PBD4	04/07/21	04/07/26	0.700%	245,000.00	88.4600	216,727.00	-	-	(614.95)	216,112.05	245,000.00		
Greenstate Credit Union	39573LBL1	06/16/21	06/16/26	0.900%	249,000.00	88.3530	219,998.97	-	-	(575.19)	219,423.78	249,000.00	190.33	
UBS Bk USA Salt Lake	90348JQZ9	07/14/21	07/14/26	0.900%	249,000.00	88.1180	219,413.82	-	-	(550.29)	218,863.53	249,000.00	190.33	
Bank of Frankewing	06221LAE3	11/09/22	11/09/26	4.950%	248,000.00	100.2450	248,607.60	-	-	(890.32)	247,717.28	248,000.00	1,042.62	
Baxter Credit Union	07181JAU8	11/22/22	11/23/26	5.000%	248,000.00	101.3630	251,380.24	-	-	(1,178.00)	250,202.24	248,000.00	1,053.15	
Celtic Bank	15118RZT7	11/30/22	11/30/26	4.800%	249,000.00	100.6720	250,673.28	-	-	(1,135.44)	249,537.84	249,000.00		



City of Lomita
Investment Portfolio Report February 28, 2023

Account/ Investment Title & Description	Account # CUSIP	Settlement Date	Maturity Date	Yield to Maturity	Beginning Face Amount/Shares	Last Month MP	Beginning Market Value	Buy Principal	Sell Principal	Change in Market Value	Ending Market Value	Ending Face Amount/Shares	Interest Earned / (Accrued)	Realized Gain /(Loss) On Investment
Dept of Commerce Federal Credit Union	24951TAT2	05/13/22	05/13/27	3.250%	249,000.00	94.7740	235,987.26	-	-	(694.71)	235,292.55	249,000.00	687.31	
BMO Harris Bank NA	05600XFW5	06/15/22	06/15/27	3.300%	249,000.00	94.8620	236,206.38	-	-	(719.61)	235,486.77	249,000.00	697.88	
Numerica Credit Union	67054NBC6	11/04/22	11/04/27	4.950%	248,000.00	101.4940	251,705.12	-	-	(1,106.08)	250,599.04	248,000.00	1,042.62	
Sub Total / Average				2.515%	12,699,000.00		12,007,947.20	-	-	(39,160.47)	11,968,786.73	12,699,000.00	24,894.45	-
Federal Agency Securities														
Federal Home LN BKS	3130APXC4	12/10/21	12/10/24	1.100%	1,000,000.00	94.0340	940,340.00	-	-	(8,540.00)	931,800.00	1,000,000.00		
Federal Home LN BKS	3130ALMM3	03/30/21	03/30/26	1.000%	250,000.00	90.6620	226,655.00	-	-	(3,305.00)	223,350.00	250,000.00		-
Federal Home LN BKS	3130AR2B6	03/08/22	03/08/27	2.375%	500,000.00	93.3470	466,735.00	-	-	(10,135.00)	456,600.00	500,000.00		
Federal Home LN BKS	3130ARDY4	03/29/22	03/29/27	2.500%	500,000.00	93.6680	468,340.00	-	-	(10,150.00)	458,190.00	500,000.00		
Federal Home LN BKS	3130ARGQ8	04/14/22	04/14/27	2.875%	250,000.00	94.8230	237,057.50	-	-	(4,755.00)	232,302.50	250,000.00		
Federal Home LN BKS	3130ASD22	06/29/22	06/29/27	3.590%	250,000.00	96.5650	241,412.50	-	-	(4,475.00)	236,937.50	250,000.00		
Federal Home LN MTG	3134GXL28	08/17/22	08/17/27	4.150%	250,000.00	97.6590	244,147.50	-	-	(3,370.00)	240,777.50	250,000.00	5,187.50	
Federal Home LN MTG	3134GXQ23	08/25/22	08/25/27	4.250%	250,000.00	97.8580	244,645.00	-	-	(3,850.00)	240,795.00	250,000.00	5,312.50	
Federal Home LN MTG	3134GY3F7	11/22/22	11/22/27	5.125%	250,000.00	100.4710	251,177.50	-	-	(3,957.50)	247,220.00	250,000.00		
Federal Home LN MTG	3134GYF31	01/30/23	01/27/28	5.100%	250,000.00	99.8930	249,732.50	-	-	(5,540.00)	244,192.50	250,000.00		
Federal Farm Credit Bank	3133ENC00	11/30/21	10/27/25	1.040%	500,000.00	91.9240	459,620.00	-	-	(7,140.00)	452,480.00	500,000.00		
Federal Farm Credit Bank	3133EMB76	05/26/21	05/26/26	0.950%	500,000.00	90.0750	450,375.00	-	-	(8,475.00)	441,900.00	500,000.00		-
Sub Total / Average				2.838%	4,750,000.00		4,480,237.50	-	-	(73,692.50)	4,406,545.00	4,750,000.00	10,500.00	-
Commerical Paper														
Bank of America Corp A2	06048WM31	05/28/21	05/28/26	1.250%	1,000,000.00	88.0660	880,660.00	-	-	(8,910.00)	871,750.00	1,000,000.00		
Goldman Sachs Corp A2	38150AFK6	04/30/21	04/30/26	1.550%	500,000.00	88.4760	442,380.00	-	-	(6,660.00)	435,720.00	500,000.00		
JPMorgan Chase & Co	48128G4R8	08/17/21	08/17/26	1.150%	500,000.00	85.6570	428,285.00	-	-	(6,980.00)	421,305.00	500,000.00	2,875.00	
Sub Total / Average				1.317%	2,000,000.00		1,751,325.00	-	-	(22,550.00)	1,728,775.00	2,000,000.00	2,875.00	-
U.S. Treasuries														
US Treasury Note	06048WM31	07/28/22	07/31/23	1.250%	1,000,000.00	98.2660	982,660.00	-	-	1,910.00	984,570.00	1,000,000.00		
US Treasury Note	9128284D9	07/28/22	03/31/23	2.500%	500,000.00	99.6550	498,275.00	-	-	825.00	499,100.00	500,000.00		
Sub Total / Average				1.875%	1,500,000.00		1,480,935.00	-	-	2,735.00	1,483,670.00	1,500,000.00	-	-
Total / Average - Investments				2.23%	24,178,430.08		22,949,874.78	-	-	(132,667.97)	22,817,206.81	24,178,430.08	38,269.45	-
Demand Deposit Account (DDA)														
Pacific Western - General Account	XXXX259	N/A	N/A	0.000%	3,923,583.56	100.0000	N/A	N/A	N/A	N/A	3,923,583.56	3,923,583.56	N/A	N/A
(Outstanding Checks)		N/A	N/A		(116,084.50)	100.0000	N/A	N/A	N/A	N/A	(116,084.50)	(116,084.50)	N/A	N/A
Sub Total / Average				0.000%	3,807,499.06						3,807,499.06	3,807,499.06	-	-
Total /Cash & Investments					27,985,929.14		22,949,874.78	-	-	(132,667.97)	26,624,705.87	27,985,929.14	38,269.45	-



City of Lomita Investment Portfolio Report February 28, 2023

Previous Balance	\$ 3,923,583.56
Deposits	1,923,377.45
Disbursements	(1,510,044.96)
Adjustments	14,971.70
Current Balance	4,351,887.75

GENERAL LEDGER CASH BALANCES		
General Fund - City Operations		
General Fund - City Operations including LAIF and Investments	100	7,591,301.40
General Fund - City Operations	100	(16,587,128.68)
General Fund - LAIF	100	3,229,430.08
General Fund - Investments	100	20,949,000.00
Sub Total - General Fund - City Operations including LAIF and Investments		7,591,301.40
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	1,022,927.19
Measure R Local Fund - Street Projects	207	597,039.27
Measure R Highway Fund - Street Projects	208	(106,536.84)
Measure M Fund - Street Projects	209	629,708.83
Economic Stabilization	210	500,000.00
Measure W Fund - Safe Clean Water Program	211	218,670.86
American Rescue Plan	212	3,400,324.00
CDBG Fund - Housing Programs	215	(3,262.26)
Lomita Housing Authority - Housing Programs	217	-
Proposition A Fund - Transportation Projects	220	440,482.55
Proposition C Fund - Transportation Projects	225	2,251,075.25
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	7,815.00
Park Facilities Fee Fund - Quimby Funds	250	453,593.07
Park Athletic Fund - Park Athlete Programs	255	86,718.42
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		12,265,735.57
Capital Improvement Funds		
Capital Improvement Fund - Capital Improvement Projects	310	184,572.79
Street Improvement Fund - Street Improvement Projects	311	1,239,110.53
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		1,827,172.02



City of Lomita Investment Portfolio Report February 28, 2023

Previous Balance	\$	3,923,583.56
Deposits		1,923,377.45
Disbursements		(1,510,044.96)
Adjustments		14,971.70
Current Balance		4,351,887.75

Proprietary Funds		
Water Operations Fund - Water Operations	510	3,769,242.06
Water Capital Fund - Water Capital Projects	520	450,187.22
Rate Stabilization - Cypress Reservoir Bond	530	125,000.00
Internal Service Fund - Equipment Replacement	610	1,185,275.47
PK Equipment Replacement Fund	611	680,338.02
Sewer Replacement Fund	612	500,000.00
Sub Total - Proprietary Funds		6,710,042.77
Trust and Agency Funds		
Museum Foundation Fund - Railroad Museum Programs	720	20,391.32
Tom Rico Memorial Fund - Park Program Scholarships	730	(409.75)
Sub Total - Trust & Agency Funds		19,981.57
Total		28,414,233.33
Pooled Cash	999	(24,062,345.58)
Grand Total		4,351,887.75



CITY OF LOMITA CITY COUNCIL REPORT

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

FROM: Ryan Smoot, City Manager

THROUGH: Brianna Rindge, Director of Community & Economic Development

PREPARED BY: Laura MacMorran, Associate Planner

MEETING DATE: April 18, 2023

SUBJECT: Second Reading and Adoption of Ordinance No. 847 for Zoning Text Amendment No. 2023-02 Amending Lomita Municipal Code Title XI (Planning and Zoning) to Modify Off-Street Parking Restrictions, to Permit Additional Types of Parking Lot Signs, to Add Definitions, and Finding the Action to be Exempt from the California Environmental Quality Act

RECOMMENDATION

Adopt ordinance.

BACKGROUND

On April 4, 2023, the City Council introduced on first reading an ordinance amending various sections of Lomita Municipal Code Title XI (Planning and Zoning) to allow private commercial property owners to designate parking spaces, time-restrict parking spaces, allow corresponding signage, add necessary definitions, and find the project categorically 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. 847

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

Prepared by:

Laura MacMorran

Laura MacMorran
Associate Planner

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)

Section 1. Recitals

A. On March 13, 2023, the Planning Commission held a duly noticed public hearing on Zone Text Amendment No. 2023-02 where public testimony was accepted on the item and recommended City Council approval.

B. On April 4, 2023, the City Council considered this application to amend 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 to amend Article 67 to modify sign regulations, held a duly noticed public hearing and accepted testimony in regard to the same.

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

Section 2. General Plan

The City Council finds that the ordinance is consistent with the General Plan because it implements the Economic Development Element's Policy 3 *"to promote the improvement and revitalization of existing shopping centers."* The City's parking and sign standards were adopted when consumer shopping patterns were restricted to in-store purchases. The proposed parking and sign standards respond to technological and retail changes. For shopping centers to be revitalized, regulations cannot prevent them from adapting to meet today's consumer demands.

In addition, the ordinance is consistent with the Land Use Element's first goal *"to promote an orderly pattern of development in the City."* The proposed zone text amendment modifies regulations regarding the permitting and placement of signs in a parking lot. The proposed sign standards provide identification and information for customers ordering online and picking up merchandise in person, and customers whose visits last for a short duration. The adoption of this zone text amendment categorizes signs based upon the function that they will serve and fosters and aids in the harmonious, orderly, and progressive development of the City consistent with the General Plan Land Use Element's goals and policies.

The City Council also finds the proposed changes will preserve, protect, provide for, and foster the health, safety, and welfare of the citizenry in general and the persons who work, visit, or live in this development in particular.

Section 3. Environmental Review

The City Council finds that the ordinance is exempt from the California Environmental Quality Act (CEQA) Guidelines, California Code of Regulations, Title 14, Chapter 3, pursuant to Section 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) because zoning amendment 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. Section 11-1.15 (“Definitions”) of Article 15 (“General Provisions”) of Title XI of the Lomita Municipal Code is hereby amended to add the following definitions alphabetically as follows:

Section 11-1.15 (D)

“Designated parking space shall mean a parking space designated, assigned, or reserved for the exclusive use of one particular business’ customers.”

Section 11-1.15(S)

“Shared parking space shall mean a private parking area used jointly by two or more uses.

Short-term parking space shall mean a customer parking space which shall not be occupied by the same vehicle for no more than thirty (30) minutes at a time.”

B. Section 11-1.66.02 (“Definitions”) of Article 66 (“Off-Street Parking, Storage and Loading”) of Title XI of the Lomita Municipal Code is hereby amended to read as follows:

“Section 11-1.66.02. - Definitions.

For the purpose of this article, unless otherwise apparent from the context, the following words and phrases used in this article are defined in Article 15,

Definitions of the Zoning Ordinance: designated parking space, driveway, floor area, garage, gross floor area, landscaping, loading area, off-street parking, parking area, parking lot, parking aisle, parking space, shared parking space, short-term parking space, turnaround area and turning radius.”

C. Subsection (D) of Section 11-1.66.05 (“General provisions”) of Article 66 (“Off-Street Parking, Storage and Loading”) of Title XI of the Lomita Municipal Code is hereby amended to read as follows:

“(D) Parking spaces within a commercial development shall not be designated for the exclusive use of any individual tenant, except as follows:

(1) Any commercial development with parking spaces in excess of the required parking may designate excess parking spaces for the exclusive use of a tenant(s).

(2) A commercial development that does not have parking spaces in excess of the required parking and is located on a parcel with over fifty thousand (50,000) square feet of property area may designate up to seven-and-a-half (7.5) percent of the total number of approved parking spaces for the exclusive use of a tenant(s).

(3) A commercial development that does not have parking spaces in excess of the required parking and is located on a parcel with no more than fifty thousand (50,000) square feet of property area may designate up to of the five (5) percent of the total number of approved parking spaces for the exclusive use of a tenant(s).”

D. Subsection (E) of Section 11-1.66.05 (“General provisions”) of Article 66 (“Off-Street Parking, Storage and Loading”) of Title XI of the Lomita Municipal Code is hereby amended to read as follows:

“(E) Commercial developments may designate up to five (5) percent of the available parking spaces for short-term parking but no more than 8 spaces. Short-term parking shall not exceed thirty (30) minutes. The property owner may limit the timeframe that the parking spaces are available only for short-term parking.”

E. Section 11-1.67.02 (“Definitions”) of Article 67 (“Signs”) of Title XI of the Lomita Municipal Code is amended to add the following:

“(2.4) *Beacon sign* shall mean a type of directional sign providing information or directions for motorists to onsite parking or loading.”

“(8.5) *Designated space sign* shall mean a sign identifying a specific parking space for a particular business use.”

“(26.5) *Short-term parking sign* shall mean a sign identifying a short-term parking space.”

F. Subsection (4)(c)(vi) of Section 11-1.67.04 (“Sign regulations for specific zones”) of Article 67 (“Signs”) of Title XI of the Lomita Municipal Code is hereby amended in its entirety to read as follows:

“(vi) Parking lot signs.

- a. Entrance and exit signs, not to exceed five (5) square feet in area per face.
- b. Designated parking space signs, one (1) permitted per designated space.
 1. Sign maximum size: six (6) square feet, of which up to four (4) square feet is allowed for branding or logos per face, with a maximum height of six (6) feet above the parking lot surface.
 2. If present, exposed concrete bases shall be covered with decorative stone, stucco, brick, tile, or a natural veneer that matches the building’s facade.
- c. Beacon parking signs may be installed to facilitate traffic circulation associated with designated parking, provided such signs comply with the following requirements:
 1. No more than two (2) signs shall be permitted per property.
 2. Sign maximum size: two (2) feet by two (2) feet in plan, with a maximum height of twelve (12) feet above the parking lot surface.
 3. Up to three (3) square feet per face is permitted for branding or logos.
 4. If present, exposed concrete bases shall be covered with decorative stone, brick, tile, stucco, or a natural veneer that matches the building’s facade.
 5. May be illuminated provided the luminance is stationary and no more than 0.3 foot-candles above ambient light conditions, or the level recommended by the Illuminating Engineering Society of North America (IESNA) for the specific size and location of the sign, whichever is less.
- d. Short-term parking space signs may be installed to facilitate parking space turnover. The sign shall have:
 1. A maximum size of eighteen (18) inches by eighteen (18) inches, with no more than a one (1) inch thickness.

2. The maximum time within which a particular vehicle may occupy a particular parking space and, if applicable, any designated timeframe.

e. All types of parking lot signs shall be installed outside of each parking space's required minimum dimensions."

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 18th day of April, 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. 7j**

FROM: Ryan Smoot, City Manager

PREPARED BY: Gary Y. Sugano, Assistant City Manager

MEETING DATE: April 18, 2023

SUBJECT: Agreement with Race Communications for Internet Service at Lomita City Hall

RECOMMENDATION

Authorize the City Manager to sign a service order and any related documents to renew internet services at Lomita City Hall.

BACKGROUND/ANALYSIS

In 2016, the South Bay Cities Council of Governments (SBCCOG) embarked on an initiative to bring a fiber network to the South Bay that would allow cities and other governmental agencies to receive faster internet access. Subsequently, the SBCCOG was successful in obtaining approval from METRO to utilize Measure M sub-regional funds in the amount of \$4.4 million for the capital construction and program management of the regional fiber network.

The segment to Lomita City Hall was completed in May 2020 and a 3 year service agreement with Race Communications was approved. The City has had 1GB internet at a cost of \$1,020/month since that time. The service has been extremely reliable and the speed upgrade has substantially increased productivity and efficiency (particularly with the increase in virtual meetings). The 3-year renewal cost would remain the same as what the City currently pays today.

ALTERNATIVES

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

FISCAL IMPACT

The cost for 1000mb (1 gigabit) with this fiber network is \$1,020/month. The cost has been budgeted within Information Technology.

ATTACHMENT

1. Service Order from Race Communications

Prepared by:



Gary Y. Sugano
Assistant City Manager

Approved by:



Ryan Smoot
City Manager



SBFN Service Order for City of Lomita

Prepared on 03/7/2023 Quote
Service Address: 24300 Narbonne Ave; Lomita, CA; 90717

DEDICATED INTERNET SERVICES

	Term	Qty.	Setup	Monthly			Setup	Monthly	
Dedicated Internet DIA GIG (1000Mbps/1000Mbps)	36m	1		1,000.00			0.00	1,000.00	
Dedicated Internet DIA 2 GIG (2000Mbps/2000Mbps)	36m			2,000.00			0.00	0.00	
Dedicated Internet DIA 10 GIG (10000Mbps/10000Mbps)	36m			2,750.00			0.00	0.00	
* Base monthly package fees DO NOT include federal or state taxes and fees.									
							SUBTOTAL	\$0.00	\$1,000.00

Notes

This is a renewal for SUBID 94251							0.00		
							0.00		
							0.00		
							0.00		
							0.00		
* Notes:									
							SUBTOTAL	\$0.00	

	ONE-TIME	MONTHLY
TOTALS	\$0.00	\$1,000.00

GENERAL TERMS & CONDITIONS

This estimate is for equipment and/or the installation of service(s) and/or service equipment. All pricing is estimated and is subject to network capacity verification and engineering. Service is delivered to Race demarcation point (MPOE unless otherwise stated). Extension of service from Race demarcation point to a customer suite is not included unless specified under Extended Installation Services. Standard installation timeframe, from time of order, is approximately 30 days unless otherwise noted. Federal and/or state taxes and fees are not included. Any additional service outside of the scope of this estimate will require an amendment to the estimate or must be ordered separately. Any hardware being sold does not include sales tax or shipping and handling fees. Sales tax and shipping fees will be added once estimate is converted to an invoice or billing statement. For customers entering into a term agreement, an early termination fee will apply and will be equal to the amount of the original setup fee for said package.

LIMITED WARRANTY

This Limited Warranty is limited to one year installation and labor warranty of all components installed by Race. Parts are limited to defects in materials and workmanship of the product as supplied by the manufacturer. If parts are supplied by Race and defective, they will be exchangeable within 30 days from date of purchase. After 30 days, parts are to be repaired under the manufacturer warranty terms. Should an issue arise within a manufacturer warranty period, Race will assist in getting the product warranted by the manufacturer. This warranty does not cover parts and labor that fail as a result of improper use, misuse, abuse or the failure of another part. Each SBFN Service Order shall include the special conditions listed below:

SPECIAL CONDITIONS APPLICABLE TO SBFN SERVICE ORDERS

Authority: Pursuant to Section 12.6 of the ARMSA, Race serves as ADF's sub-contractor for the management, negotiation and fulfillment of SBFN Service Orders and the delivery of SBFN Products and Services. This SBFN Service Order is being entered into by and between the Parties so that Customer may obtain SBFN Products and Services from Race consistent with the terms of the ARMSA.

Recurring Charges. Recurring Charges for SBFN Products and Services shall be set in accordance with the terms of Section 3.5 and 3.6 of the ARMSA, and adjusted periodically in accordance with Sections 3.7 and 3.8 of the ARMSA. The Parties will promptly enter into written amendments to this SBFN Service Order effectuate any adjustments to Recurring Charges required by the ARMSA.

Minimum Service Level Agreement. Race may establish the Service Level Agreement for SBFN Products and Services but in no event shall the Service Level Agreement establish standards that are below the minimum service level obligations for SBFN Products and Services established in Section 9 and Exhibit F of the ARMSA.

Termination. If the ARMSA is terminated for any reason, this SBFN Service Order shall also terminate without liability to Customer except for payments for SBFN Products and Services rendered up to the date of termination, unless pursuant to its authority in Section 5.6 of the ARMSA, SBCCOG makes arrangements for Race's continued provision of SBFN Products and Services to Customer.

Assignments. Neither Party will assign or transfer this SBFN Service Order without the other Party's prior written consent, except that Race's prior consent to such assignment shall not be required: (1) if, pursuant to Section 12.6 of the ARMSA, ADF replaces Race with another qualified provider of equivalent services based in Southern California with the prior written consent of SBCCOG, or (2) if, pursuant to Section 5.6 of the ARMSA, SBCCOG directs an assignment of this SBFN Service Order and/or SBFN Products and Service to a third party due to the termination of the ARMSA. Further, in the event of any such assignment, Race shall cooperate with Customer and SBCCOG to ensure a smooth transition to the new provider.

Order of Precedence. If any conflict or contradiction exists between the General Terms and Conditions and this SBFN Service Order Form, the terms of the SBFN Service Order Form will control. If any conflict or contradiction exists between this SBFN Service Order and the SBFN Products and Services Supplement, the SBFN Products and Services Supplement will control. If any conflict or contradiction exists between the SBFN Products and Services Supplement and the terms of the ARMSA, the ARMSA will control.

AUTHORIZATION

I hereby accept the terms and conditions of this order. By signing, you are authorizing Race to do the work as specified in this agreement and agree to all terms in Race's Master Products and Service Agreement.

CUSTOMER

RACE COMMUNICATIONS

AUTHORIZED SIGNATURE: _____

AUTHORIZED SIGNATURE: _____

PRINT NAME: _____

PRINT NAME: _____

TITLE: _____

TITLE: _____

EFFECTIVE DATE: _____

EFFECTIVE DATE: _____



CITY OF LOMITA CITY COUNCIL REPORT

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

FROM: Ryan Smoot, City Manager

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

MEETING DATE: April 18, 2023

SUBJECT: Professional Services Agreement with Tetra Tech, Inc. for Roof Design for Appian Way Pump Station

RECOMMENDATION

- 1) Approve a Professional Services Agreement with Tetra Tech for Engineering Design Services of New Roof Design for Appian Way Pump Station in the amount of \$ 86,395.00 plus a 20% contingency amount of \$ 17,279.00;
- 2) Appropriate \$63,674 to the Water Capital Fund for this project; and
- 3) Authorize the City Manager and City Clerk to execute the Agreement.

BACKGROUND

This Appian Way Pump Station is more than 30 years old and has an original roof with one exhaust fan and four skylights. The vertical sides of the skylights show termite infiltration. Since this facility controls pressure and water supply to a critical tank, access must be available around the clock. The roof needs repair, replacement, and/or termite treatment. It is not possible to tent this building for fumigation as drinking water pumps are in this building. Since the building structure is wood and old, typical surface treatment will not remove termites completely. The recommended corrective action is to remove the roof including the wood support structure and design a new support and roof using material resistant to termite infestation.

The engineering consultant will design a new roof with trusses to cover this building using material resistant to termite infestation, and the design will include four skylights and an exhaust fan in the same location as on the existing roof. The skylights need to remain in the existing locations as they are used for crane access through the roof in case the equipment needs maintenance, repair, or replacement.

The purpose of this Professional Service Agreement (PSA) with Tetra Tech is to fully assess the condition of the roof and roof structural elements and design new roof

structure, roof skin and roof top resistant to termites. Additionally, the consultant 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).

Tetra Tech was the only company that responded to the RFP. They understand the City's needs for this project as outlined in the Scope of Work. Tetra Tech is a multi-disciplinary firm providing engineering and surveying services. They provide design and construction management of new roof installations.

Based on the proposal and project needs, staff negotiated a final scope and fees with Tetra Tech in the amount of \$ 86,395 for services for the project. Staff recommends a 20% contingency, in the amount of \$ 17,279, which will be added to the total design budget and included in the agreement.

The design of the project is scheduled to once the contract is executed, and the planned duration of design is four months. Construction of this project is planned to begin in fall of 2023 and carry over into the following year.

FISCAL IMPACT

The budget for Engineering Services with Tetra Tech is estimated to be \$86,395.00 plus a 20% contingency amount of \$ 17,279.00 for a total amount of \$103,674. Although this project was planned in the CIP Master Plan and FY22-24 Budget, the amount allocated is insufficient. Due to the extensive termite damage and sensitivity of the equipment in this facility, a new roof design is needed. A fiscal appropriation is required in the amount of \$63,674 to 520-840-5821.239.

OPTIONS

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

ATTACHMENTS

Professional Services Agreement with Tetra Tech, Inc.

Reviewed by:



Gary Y. Sugano
Assistant City Manager

Approved by:



Ryan Smoot
City Manager

Prepared by:

Carla Dillon

Carla Dillon, P.E.
Public Works Director



**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF LOMITA AND TETRA TECH, INC.**

This AGREEMENT for New Roof Design for Appian Way Pumping Station is entered into this 18th day of April, 2023, by and between the CITY OF LOMITA, a general law city and municipal corporation (“CITY”) and TETRA TECH, INC. (“CONTRACTOR”).

RECITALS

- A. CITY does not have the personnel able and/or available to perform the services required under this agreement.
- B. Therefore, CITY desires to contract out for New Roof Design for Appian Way Pumping Station.
- 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 \$ 103,674 for CONTRACTOR’s services, unless otherwise specified by written amendment to this Agreement. CONTRACTOR agrees, however, that the proposed cost of the services under this AGREEMENT is \$86,395. If CONTRACTOR incurs expenses exceeding the proposed cost of \$86,395, such amounts shall require written authorization by City Staff in order 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 Eric Yuen. 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 April 30, 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 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 THE CONTRACTOR will act as an independent contractor and will have control of all work and the manner in which is it 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 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
<u>City of Lomita</u> <u>24300 Narbonne Avenue</u> <u>Lomita, CA 90717</u>	<u>Tetra Tech</u> <u>160 E. Via Verde Suite 240,</u> <u>San Dimas, CA 91773</u>
<u>ATTN: City Manager</u>	<u>ATTN: Eric Yuen</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 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:

Eric Yuen, Structural Project Manager

ATTEST:

Kathleen Horn Gregory, City Clerk

95-4148514
Taxpayer ID No.

APPROVED AS TO FORM:

Trevor Rusin, City Attorney



CITY OF LOMITA

REQUEST FOR PROPOSAL (RFP)

ENGINEERING SERVICES

FOR

New Roof Design for Appian Way Pump Station

**RFP DEADLINE
MARCH 16, 2023
1:00 P.M.**

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Attachment A – General City Map

Attachment B – AS BUILT DRAWINGS OF THE PUMP STATION STRUCTURE AND THE ROOF

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 design new roof for the Appian Way Pump Station.

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 located 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 City is almost completely developed with mostly residential neighborhoods and commercial units.

The City's water system includes the Appian Way Pump Station that controls working pressure in three zones. The pump station also monitors water supply to the higher elevation tank.

B. PROJECT DESCRIPTION

This building is more than 30 years old and has the original roof that has one exhaust fan and four skylights. The skylight vertical side shows termite infiltration. This is a 24/7-hour operational facility that controls pressure and water supply to a critical tank. . The roof needs repair, replacement, and/or termite infiltration treatment. It is not possible to tent this building for fumigation as drinking water pumps are in this building. Since the building structure is wood and old, typical Orange Treatment will not remove termites completely. So, the approach is to remove the roof with wood support structure and design new support and roof using material resistant to termite infestation.

The Engineering Consultant will design a new roof with trusses to cover this building using material resistant to termite infestation. The design will include four (4) skylights and one (1) exhaust fan designed at the same location as the existing roof. The skylights are to be located above the center line of the existing equipment grounded on the existing flooring of the building. This is required to lift the equipment through the roof in case the equipment need maintenance repair or replacement.

C. DESCRIPTION OF WORK

The purpose of this RFP is to seek the services from an Engineering firm/Consultant to assess the condition of the roof and roof structural elements and design new roof structure, roof skin and roof top resistant to Termites, and include demolition plans for City of Lomita's Appian Way Pumping Plant and Pressure Reducing Station. Services will include, but not be limited to:

- Collect and review existing building roof condition, termite infiltration and damage, prepare a report detailing extent of the damage. The report shall include a proposed solution to remedy the termite damage and provide a minimum of 30 years life of the roof and structural elements.
- Prepare demolition plans for removing existing roof structure and disposition of termite infected roof, skylight tube structure and preserve four (4) skylights and one (1) exhaust fan.
- Prepare preliminary and final design of termite resistant trusses and roof structure to replace existing roof. Prepare full Plans Specifications & Estimates (PS&E) of probable construction costs in preparation for bidding.
- Project constraints include: 1) Water crew members will need to access the facility throughout the duration of construction to operate and maintain the facility; 2) No chemical application will be allowed within the building; 3) Construction noise will need to be minimized as this is a residential area; 4) electronic equipment within the building will need to be protected and operational during the project; and 5) Materials, including the roof and all elements, will need to be termite resistant with a life expectancy of last at least 30 years.
- 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 the Engineering support during demolition & attend the construction meetings while the roofing contractor is demolishing old roof, installing the new roof.

In addition, the consultant shall produce Construction Plans and Drawings, Project Specifications and Estimate (PS&E) subject 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 for to complete this design is four (4) 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 INITIATION 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 City and the selected consultant.

Milestone	Date
RFP Release	February 23, 2023
Job Walk	March 6, 2023
Last Day for Questions	March 8, 2023
Issue Addendum	March 10, 2023
Proposal Deadline	March 16, 2023
Consultant Interviews	March 24, 2023
Expected City Council Approval	April 4, 2023
Kick-off & Notice to Proceed	April 11, 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, past 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. 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 will 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 **Wednesday, March 8, 2023, at 1:00PM.**

E. PROPOSAL SUBMITTAL

Proposals are due on or before **Thursday March 16, 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: New Roof Design for Appian Way Pump Station** in the email Title.

The Fee Proposals shall be emailed to the Public Works Department at: publicworks@lomitacity.com with **Fee Proposal for: New Roof Design for Appian Way Pump Station**

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 B.

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 B. 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 any and 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 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 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 adverse, 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 to design new roof. The following scope of work is a minimum suggested scope for the work of the project. The City of Lomita is requesting proposals from qualified and experienced Civil Engineering firm(s) to design new roof for the Appian Way Pump Station.

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 & Meetings

- 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 structural engineering, building design, and constructability.
- 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 to the meeting for review. For each meeting, 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

- Consultant shall review existing records, and research availability of other records.
- Consultant shall conduct investigations at the Appian Way Pump Station roof, assess the condition, and recommend a solution for roof (including all elements) for repair or replacement.
- 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 and submit final report, 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 roof
- Precise replacement of skylights for equipment access
- Consideration of facility operation during construction
- Consideration of noise impacts on neighbors
- No chemical fumigation will be allowed within the building.
- Electronic equipment within the building will need to be protected and operational during the project.
- Materials, including the roof and all elements, will need to be termite resistant with a life expectancy of last at least 30 years.

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, one (1) digital native file, 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 are not limited, 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 a 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 weighting 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 and so forth 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.

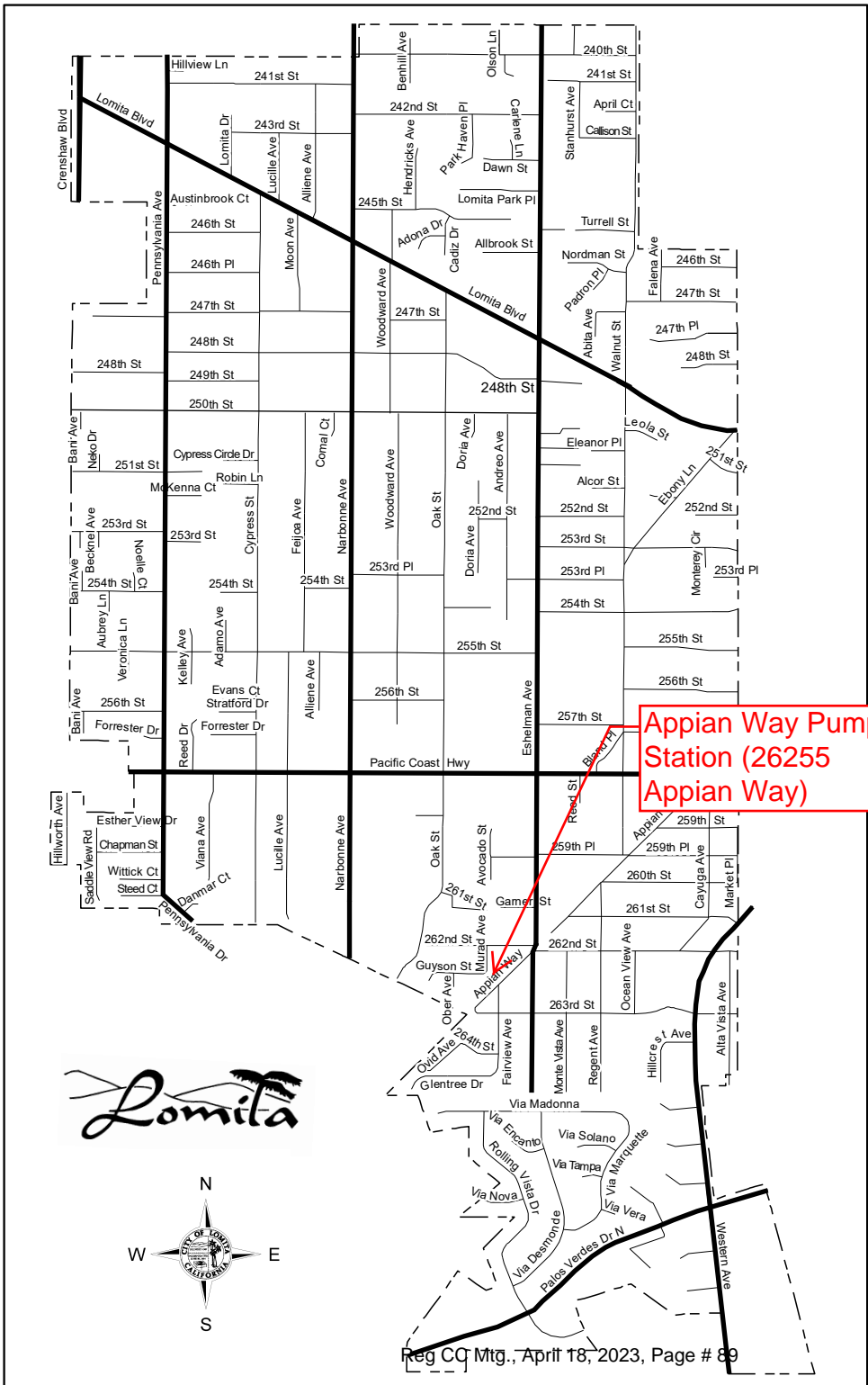
D. FEES - 10 points

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.

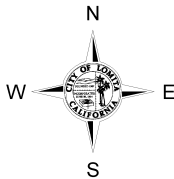
E. AUTHORIZED NEGOTIATOR

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



Appian Way Pump Station (26255 Appian Way)



**ATTACHMENT - B
AS BUILT DRAWINGS OF THE APPIAN WAY
PUMP STATION AND THE ROOF**

CITY OF LOMITA

CITY WATER SYSTEM

PLANS AND SPECIFICATIONS FOR

APPIAN WAY PUMPING PLANT

AND

PRESSURE REDUCING STATION

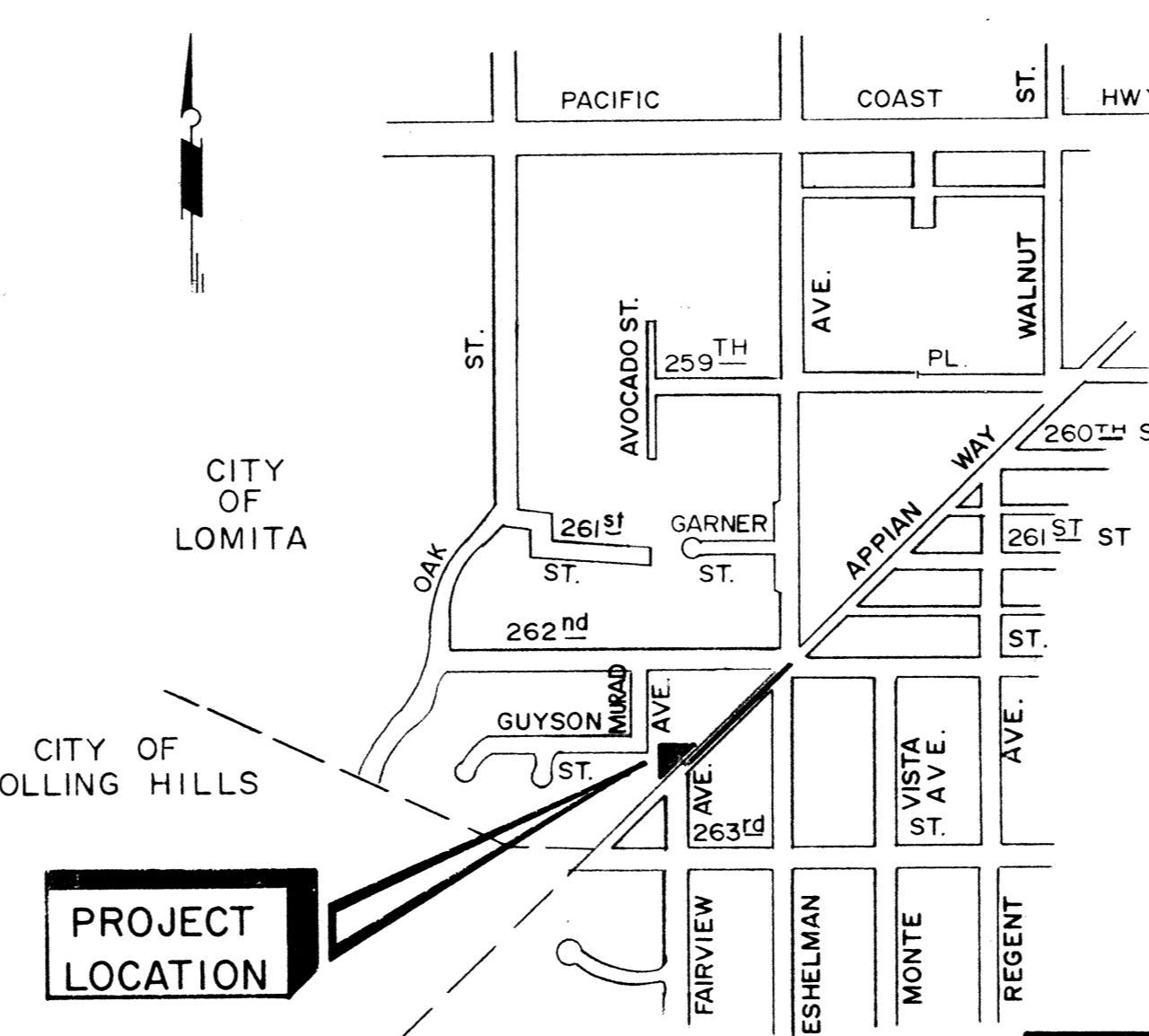
RECONSTRUCTION

AS BUILT
COMPLETED
AUGUST 26, 1994

AS BUILT
COMPLETED
AUGUST 26, 1994

1. BEFORE STARTING ANY WORK ON THIS PROJECT, THE CONTRACTOR SHALL:
 - A. HAVE SUBMITTED, IN SEXTUPLATE, A DESCRIPTION OF ALL PROPOSED ACCEPTABLE MATERIALS, TO THE CITY ENGINEER AND POSSESS A RETURNED COPY OF SUCH DESCRIPTION MARKED "APPROVED" FOR THIS PROJECT BY THE CITY ENGINEER.
 - B. HAVE SUBMITTED EVIDENCE TO THE CITY ENGINEER THAT THE DISTRICT IS NAMED INSURED BY THE CONTRACTOR'S INSURERS IN ACCORDANCE WITH THE GENERAL PROVISIONS OF THE SPECIFICATIONS.
 - C. HAVE GIVEN THE CITY INSPECTOR THE TELEPHONE NUMBER, BUSINESS OR HOME ADDRESS AND MAILING ADDRESS, AND NAMES OF PERSONS WHO CAN BE REACHED IN THE EVENT OF AN EMERGENCY OCCURRENCE ON THE PROJECT DURING THE TIME THE WORK IS IN PROGRESS, 24 HOURS PER DAY, 7 DAYS PER WEEK.
 - D. HAVE GIVEN THE CITY INSPECTOR 2 DAYS IN ADVANCE TO START OF WORK, NOTICE, IN WRITING, OF THE TIME OF START OF WORK.
2. ALL WATER SYSTEM MATERIALS AND CONSTRUCTION SHALL COMPLY WITH THE REQUIREMENTS OF THE CITY OF LOMITA. THESE PLANS AND THIS LIST OF MATERIALS HAVE BEEN DETAILED FOR USE OF DUCTILE IRON, CEMENT MORTAR-LINED AND COATED FITTINGS AND APPURTENANCES AS SHOWN. ALTERNATE MATERIALS, AS SPECIFIED, MAY BE USED. IN ANY SUCH CASE, THE CONTRACTOR'S MATERIAL DESCRIPTION APPROVED BY THE CITY ENGINEER, SHALL BE IN THE CONTRACTOR'S POSSESSION PRIOR TO ITS PURCHASE OR FABRICATION OF SUCH MATERIALS. DUCTILE IRON FITTINGS SHALL BE MINIMUM CLASS 150. ALL VALVES SHALL BE DESIGNED FOR A MINIMUM WORKING PRESSURE OF 200 PSI. CONTRACTOR SHALL APPLY TWO COATS OF PRIMER AND TWO FINISH COATS OF PAINT TO FIRE HYDRANTS AND FLUSHOUTS.
3. ALL WORK IS SUBJECT TO THE REQUIREMENT OF THE PERMIT(S) OF LOMITA REGARDING BARRICADES, TRAFFIC CONTROL, PAVEMENT REPAIRS, ETC.
4. ALL SURVEYING SERVICES WILL BE FURNISHED BY THE CITY.
5. ALL 4" AND 6" DIAMETER PIPE SHALL HAVE A MINIMUM COVER OF 36"; 8" AND 10" DIAMETER PIPE SHALL HAVE MINIMUM COVER OF 42"; 12" DIAMETER PIPE SHALL HAVE A MINIMUM COVER OF 48"; AND ALL SERVICE CONNECTIONS SHALL HAVE A MINIMUM COVER OF 24", MEASURED VERTICALLY FROM TOP OF THE PIPE TO ADJACENT APPROVED GUTTER SURFACE FLOW LINE. EARTH COVER OVER TOP OF THE PIPE AT FITTINGS IS CONTROLLED BY LARGEST PIPE OUTLET. WHERE CONSTRUCTION OF PERMANENT GUTTER SURFACES ADJACENT TO THE WATER MAIN WORK IS NOT COMPLETE NOR UNDER CONTRACT AND CONSEQUENTLY A GUTTER FLOW LINE IS NOT ESTABLISHED ADJACENT TO THE WATER MAIN WORK, WATER MAINS SHALL BE CONSTRUCTED WITH THE MINIMUM REQUIRED COVER MEASURED FROM THE PROJECTIONS OF THE ADJACENT ESTABLISHED FLOW LINES.
6. ALL NEW WORK SHALL BE TESTED VALVE TO VALVE AT 200 PSI FOR FOUR HOURS. CONTRACTOR SHALL DESIGN, FURNISH, AND INSTALL ANY NECESSARY THROST BLOCKS IN ACCORDANCE WITH STANDARD M-21, OR AS SHOWN ON THE PLANS.
7. DISINFECTION: CONTRACTOR SHALL TAKE ALL MEASURES TO ASSURE SANITARY INSTALLATION. HE SHALL ENDEAVOR TO KEEP ALL DIRT, RODENTS, INSECTS, ETC., AWAY FROM WATERWAY SURFACES. ISOLATION VALVES SHALL BE KEPT CLOSED (EXCEPT DURING FILLING AND FLUSHING, WHEN VALVES SHALL BE OPERATED SO AS TO ASSURE FLOW TOWARD NEW DISCHARGE) AND SHALL BE LEFT CLOSED AT ALL OTHER TIMES UNTIL AFTER PRESSURE TEST, DISINFECTION, FLUSHING, AND BACTERIOLOGICAL TEST HAS BEEN PASSED. CONTRACTOR SHALL NOTIFY THE CITY 24 HOURS IN ADVANCE OF ANY OPERATION OF ISOLATION VALVES, WHICH SHALL BE OPERATED ONLY BY DISTRICT PERSONNEL. THE CITY WILL ABANDON THE BACTERIOLOGICAL TEST SAMPLING OF NEW WATER MAINS UPON NOTIFICATION BY CONTRACTOR. THE CITY WILL ALSO ABANDON CONCURRENT BACTERIOLOGICAL TEST SAMPLING OF SUPPLY.
8. INTERCONNECTIONS: CONTRACTOR SHALL NOTIFY THE CITY, IN WRITING, TWO WORKING DAYS IN ADVANCE THAT HE IS PREPARED WITH ALL LABOR, MATERIAL, EQUIPMENT, AND NECESSARY PRELIMINARY WORK TO MAKE THE CONNECTION. THE CITY WILL WORK ON THE SURFACE, THE CITY'S EXISTING FACILITIES, AND WILL PROVIDE SUPERVISION ONLY FOR CONTRACTOR TO MAKE INSTALLATION. THE CONTRACTOR SHALL EXCAVATE, INSTALL CONNECTIONS, BACKFILL, AND REPAIR DAMAGES AT HIS EXPENSE.
9. ANY MATERIAL SALVAGED FROM THE EXISTING DISTRICT WATER SYSTEM BY THE CONTRACTOR SHALL BE RETURNED BY THE CONTRACTOR TO THE CITY OF LOMITA PUBLIC WORKS YARD (2423 SOUTH WALNUT STREET, 310/325-9834), UNLESS SUCH MATERIAL IS DETERMINED BY THE CITY INSPECTOR TO BE EQUIVALENT TO NEW MATERIAL REQUIRED FOR THIS WORK. IN WHICH CASE, THE CONTRACTOR WILL BE ALLOWED TO USE SUCH EQUIVALENT SALVAGED AGENCY MATERIAL IN PLACE OF NEW MATERIAL. CONTRACTOR SHALL RECOAT, REPAIR, REWORK, CLEAN, AND TEST SUCH MATERIALS TO THE SATISFACTION OF THE CITY'S INSPECTOR BEFORE INSTALLING SAME.
10. PIPE LENGTHS IN ENGINEER'S "ESTIMATED" QUANTITIES WERE CALCULATED ON A HORIZONTAL OFFSET. PIPE LENGTHS ADJUSTMENT FOR JOGS, SLOPES, VALVES, AND FITTINGS HAS NOT BEEN MADE.
11. CONTRACTOR SHALL NOT UNREASONABLY RESTRICT THE USE OF PUBLIC RIGHT-OF-WAY OR ACCESS TO ADJACENT PREMISES.
12. UPON REQUEST, DISTRICT WILL FURNISH DRILLED BOLTS FOR FIRE HYDRANT AND/OR FLUSHOUT BREAKOFF FLANGES AS NEEDED.
13. IN ADDITION TO ITEMS IN LIST OF MATERIALS, CONTRACTOR SHALL FURNISH ALL NECESSARY ADAPTORS, COUPLINGS, BOLTS, GASKETS, CAULKING MATERIALS, AND REPAIRING MATERIALS AS REQUIRED TO COMPLETE THE WORK.
14. BEFORE BACKFILLING TRENCH, ALL UNDERGROUND STEEL SURFACES, UNLESS NOTED OTHERWISE OR SPECIFIED ELSEWHERE IN THE PLANS AND SPECIFICATIONS, SHALL BE COATED WITH A 2" MINIMUM THICKNESS OF 1000 POUND CEMENT MORTAR. (THREE (3) PARTS SAND TO ONE (1) PART PORTLAND CEMENT TO ONE (1) PART LIME)
15. CLEARANCE: (EXCEPT SEWERS.)
UNLESS NOTED OTHERWISE IN THE PLANS AND SPECIFICATIONS, IT SHALL BE THE CONTRACTOR'S DUTY TO AVOID OTHER EXISTING OR PROPOSED IMPROVEMENTS INCLUDING ALL UNDERGROUND STRUCTURES AND UTILITY LINES TO PROPERLY CLEAR WATER PIPE AS SPECIFIED BELOW:
A. HORIZONTAL: 24 INCHES OUTSIDE-TO-OUTSIDE
B. VERTICAL: 12 INCHES OUTSIDE-TO-OUTSIDE
16. THE CONTRACTOR IS TO NOTIFY THE CITY OF LOMITA WATER DEPARTMENT TELEPHONE 310/325-7114 AT LEAST 24 HOURS BEFORE STARTING ANY WORK ON THIS PROJECT.
17. THE CONTRACTOR SHALL VERIFY THE SIZE, TYPE, CLASS, PROTECTIVE LINING AND COATING, AND DEPTH OF THE EXISTING WATER MAIN AND SHALL BE RESPONSIBLE FOR MAKING THE CORRECT CONNECTIONS.
18. ALL WATER SYSTEM MATERIALS AND CONSTRUCTION SHALL COMPLY WITH THE REQUIREMENTS OF THE CITY ENGINEER OF THE CITY OF LOMITA EXCEPT WHEN GREATER REQUIREMENTS ARE SPECIFIED IN THE ATTACHED WATER SYSTEM SPECIFICATIONS FOR THIS DEVELOPMENT, WHICH TAKE PRECEDENCE.
19. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES, PIPE, AND/OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS TO THE BEST OF OUR KNOWLEDGE. THERE ARE NO EXISTING UTILITIES EXCEPT AS SHOWN ON THESE PLANS. THE CONTRACTOR SHALL ASCERTAIN THE TRUE LOCATION OF ANY UNDERGROUND UTILITIES AND SHALL BE RESPONSIBLE FOR DAMAGE TO ANY PUBLIC OR PRIVATE UTILITIES, SHOWN OR NOT SHOWN HEREON. IT IS ALSO SUGGESTED THAT THE CONTRACTOR POTENTIALLY MAKE SURE CONNECTIONS AND CROSSINGS CAN BE MADE ACCORDING TO PLAN. ANY CHANGES TO THE PLANS MUST BE APPROVED BY THE CITY ENGINEER.
20. ASBESTOS-CEMENT PIPE SHALL BE CUT IN ACCORDANCE WITH CAL-OSHA STANDARDS AND THE LAWS OF THE STATE OF CALIFORNIA. ABRASIVE SAWS FOR CUTTING THE PIPE SHALL NOT BE USED. ALL ASBESTOS RESIDUE SHALL BE REMOVED FROM THE JOB SITE AND DISPOSED ACCORDING TO STATE LAW. CONTRACTOR WORKING WITH ASBESTOS MATERIAL MUST HAVE REGISTRATION FOR THIS WORK FROM THE STATE OF CALIFORNIA DIVISION OF OCCUPATION SAFETY AND HEALTH.
21. FOR THIS PROJECT THE PRIME CONTRACTORS LICENSE REQUIRED IS CLASS "A".

22. A. THE WATER MAIN TO BE ABANDONED SHALL BE COMPLETELY DRAINED. NO WATER IS TO BE LEFT IN THE MAIN.
- B. APPROXIMATELY EVERY 250 FEET, MORE OR LESS, A SHORT SECTION OF WATER MAIN IS TO BE REMOVED AND EACH END SHALL BE CONCRETE SEALED PER STANDARD DRAWING M-22.
- C. FOR ALL ABANDONED, IN PLACE, GATE VALVES THAT ARE ON A WATER MAIN, FIRE HYDRANT LATERAL, SERVICE CONNECTION LARGER THAN 2" IN DIAMETER, OR OTHER APPURTENANCES EXCEPT SERVICE CONNECTIONS AND METERS 2" AND SMALLER IN DIAMETER, THE CONTRACTOR SHALL REMOVE AND SALVAGE THE VALVE BOX CAP, SHALL REMOVE AND SCRAP THE VALVE BOX TOP SLEEVE AND BOTTOM SLEEVE. THE REMAINING VOID SHALL BE FILLED WITH TYPE "A" BASE. IF THE VOID IS WITHIN THE PAVED STREET AREA THE VOID SHALL BE COMPACTED AND RESURFACED WITH A.C. PAVING. IN SIDEWALK AREAS, THE CONCRETE SIDEWALK SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE PERMIT INSPECTOR.
- D. FOR ALL ABANDONED FIRE HYDRANTS ON AN ABANDONED WATER MAIN, THE FIRE HYDRANT HEAD AND RISER NIPPLE SHALL BE SALVAGED. THE CONCRETE FIRE HYDRANT BASE SHALL BE REMOVED AND THE BELOW GROUND RISER SHALL BE CUT OFF BELOW GROUND AT THE ELL AND SEALED WITH CONCRETE. SEE SECTION "C" REGARDING THE FIRE HYDRANT GATE VALVE. THE GROUND SURFACE SHOULD BE FINISHED LEVEL WITH THE SURROUNDING AREA USING NATIVE MATERIAL.
- E. WHERE A SERVICE CONNECTION AND METER (2" OR SMALLER) IS ABANDONED ALONG WITH THE WATER MAIN IT IS CONNECTED TO, THE WATER MAIN, FITTINGS, AND IF POSSIBLE THE METER BOX SHALL BE SALVAGED. THE SERVICE CONNECTION SHALL BE CUT OFF 2-FEET BELOW THE GROUND SURFACE AND CRIMPED. THE GROUND SURFACE SHOULD BE FINISHED LEVEL WITH THE SURROUNDING AREAS USING NATIVE MATERIAL.
- F. THE CONTRACTOR IS TO FURNISH ALL MATERIAL NEEDED TO COMPLETE THE ABANDONMENT OF EXISTING WATER MAINS.
23. NEW WATER MAINS, SERVICE CONNECTIONS AND WATER METERS ARE TO BE TESTED, FLUSHED AND CHLORINATED, AND PUT INTO SERVICE BEFORE RECONNECTING THE CUSTOMER HOUSE LINE TO THE NEW WATER METER. FOR CONNECTIONS OF WATER METERS 2" AND LESS, THE CUSTOMER SHALL NOT BE OUT OF WATER FOR MORE THAN ONE HOUR.
24. CUSTOMER HOUSE LINE RECONNECTIONS BETWEEN THE NEW WATER METER AND THE CUSTOMER HOUSE LINE SHALL BE OF THE SAME MATERIAL, AND NOT LESS THAN THE SAME DIAMETER AS THE EXISTING CUSTOMER HOUSE LINE. A COMPRESSION COUPLING MAY BE USED TO COMPLETE THE CONNECTION TO THE EXISTING HOUSE LINE.
25. A CONSTRUCTION MEETING IS TO BE HELD WITH THE CITY OF LOMITA, AT THE CITY OF LOMITA CITY HALL, PRIOR TO THE START OF ANY CONSTRUCTION.
26. WHEN THE CONTRACTOR HAS DETERMINED HIS CONSTRUCTION SCHEDULE THE WATER SYSTEM OFFICE WILL PREPARE A NOTICE TO BE HANDED OUT BY THE CONTRACTOR TO CUSTOMERS AFFECTED BY THE PROJECT.
27. UNDERGROUND ALERT REQUIRES THE CONTRACTOR TO PROVIDE AN UPDATE NOTIFICATION EVERY 15 DAYS THAT CONSTRUCTION IS STILL IN PROGRESS.
28. UNDERGROUND ALERT REQUIRES THAT THE PROPOSED CONSTRUCTION ARE BE OUTLINED IN WHITE PAINT, INCLUDING WATER MAIN SERVICE CONNECTIONS AND FIRE HYDRANTS.
29. AT POINTS BETWEEN THE NEW SYSTEM AND THE EXISTING SYSTEM, ANY SHUT DOWN THAT CANNOT BE ACCOMPLISHED WITHOUT MORE THAN THREE HOURS OF OUTAGE, THE SHUT DOWN SHALL BE MADE BY CITY FORCES USING LINE STOPPERS. ANY NECESSARY EXCAVATIONS NEEDED FOR THE INSTALLATION OF THE LINE STOPPERS WILL BE PERFORMED AND REPAIRED BY THE CONTRACTOR.
30. WATER WILL BE FURNISHED BY THE CITY TO THE CONTRACTOR AT NO CHARGE THE CONTRACTOR SHALL MAKE ARRANGEMENTS WITH THE CITY FOR A CONSTRUCTION METER.



LOCATION MAP
NOT TO SCALE

UNDERGROUND UTILITIES

LOCATION OF UTILITIES WERE TAKEN FROM UNAPPROVED PLANS AND ARE SUBJECT TO CHANGE. BEFORE STARTING EXCAVATION, THE CONTRACTOR SHOULD CONTACT:

THE SOUTHERN CALIFORNIA EDISON COMPANY MS. JANIS GARTON TELEPHONE: (310) 783-9330	PACIFIC BELL TELEPHONE MR. R.C. HAYES TELEPHONE: (213) 515-4358
THE SOUTHERN CALIFORNIA GAS COMPANY MR. JIM JORDAN TELEPHONE: (310) 781-8403	CITY OF LOMITA WATER DEPARTMENT MR. CHRIS VAN GEEST TELEPHONE: (310) 325-9830
METROPOLITAN WATER DISTRICT OF SO. CALIF. MR. JIM HALE TELEPHONE: (213) 217-7887	UNDERGROUND SERVICE ALERT 1-800-422-4133

ASL Consulting Engineers

DESIGNED BY: JE
DRAWN BY: SG
CHECKED BY: SJO
DATE: NOVEMBER 1992
SCALE: AS SHOWN
JOB NO.: 1E01.030.1

ARCADIA (818) 447-4494	IRVINE (714) 727-7099	PALM SPRINGS (619) 326-4220	RANCHO CUCAMONGA (714) 989-8943	CAMARILLO (805) 388-2344
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LOS ANGELES COUNTY WATERWORKS DISTRICTS	DESIGN BY: JE DRAWN BY: SG CHECK BY: SJO OPER. APPR.: SUBMITTED BY: H.F.	CITY OF LOMITA CITY WATER SYSTEM	SPEC. NO.: WWD 13-80	SHEET: 1
IMPROVEMENTS FOR PUMPING AND PRESSURE REGULATING STATION AT 26255 APPIAN WAY	DATE: 5-4-93	APPROVED BY: Dean Eshelman	DRAWING NO.: 13.80.1	OF 24 SHEETS

LIST OF MATERIALS

NOTE: STORM DRAIN MATERIAL IS NOT INCLUDED IN "ENGINEERS ESTIMATED QUANTITIES"

ITEM NO.	DESCRIPTION	ENGINEERS "ESTIMATED" QUANTITIES					TOTAL	UNIT	ITEM NO.	DESCRIPTION	ENGINEERS "ESTIMATED" QUANTITIES					TOTAL	UNIT
		SHEET NUMBER									SHEET NUMBER						
		7	8	9	23						7	8	9	23			
1	15 H.P. VERTICAL TURBINE BOOSTER PUMP AND MOTOR (EXISTING ON SITE) CONTRACTOR IS TO REMOVE, OVERHAUL, STORE, AND REINSTALL THIS VERTICAL TURBINE PUMP AND MOTOR.							EA.	61	10"-45° STEEL ELBOW, FLANGED, SCH. 40, CML AND CMC, CL. 150 FLG.					3	EA.	
2	20 H.P. VERTICAL TURBINE BOOSTER PUMP & MOTOR 350 GPM @ 145 FT. TDH (PUMP N. 3)							EA.	62	3/4" THREAD-O-LET, 1/2" x 3/8" NYLON BUSHING, 1/2" BALL VALVE OR CORP. STOP, 3/8" COP. TUBING		1	8		9	L.S.	
3	12" x 8" STEEL ECCENTRIC REDUCER, SCH. 40, FLANGED, CL. 150, CML AND PAINTED							EA.	63	6" x 4" - 90° STEEL WELD REDUCING ELBOW, SCH. 40, CML & CMC			2		2	EA.	
4	24" BLIND FLANGE, C.I., CL. 150, CL. 125 FLG. (TOP OF PUMP SUCTION CAN "C")		1				1		64	4"-90° STEEL WELD ELBOW, SCHED. 40, CML AND PAINTED			2		2		
5	8" PUMP CONTROL VALVE, FLANGED, CL. 125 (CLA-VAL CO. GOG-73 ABKC)								65	4" FIREHOSE OUTLET (MALE) WITH STEEL CAP			2		2		
6	4" PUMP CONTROL VALVE, FLANGED, CL. 125 (CLA-VAL CO. GOG-73 ABKC)								66	12" PE X VICTAULIC PIPE SPOOL, STEEL, 3/8" WALL CML & CMC OR PAINTED (LENGTH AS REQ'D)		6	2		8		
7	8" PRESSURE REDUCING VALVE, FLANGED, CL. 125 (CLA-VAL CO. 90G-01ABKC)								67	8" TEE, FLANGED, C.I., CL. 150, CML & CMC, FLANGED, CL. 125			3		3		
8	8" RATE OF FLOW CONTROL & PRESSURE REDUCING VALVE, FLANGED, CL. 125 (CLA-VAL CO. 49G-30ABKCK)								68	6" RE. X VICTAULIC STEEL PIPE SPOOL, SCHED. 40, CML, (LENGTH AS REQ'D)		2	9		11		
9	6" PRESSURE REDUCING VALVE, FLANGED, CL. 125 (CLA-VAL CO. 90G-01ABKC)								69	4" RE. X VICTAULIC STEEL PIPE SPOOL, SCHED. 40, CML, (LENGTH AS REQ'D)			2		2		
10	6" PRESSURE REDUCING AND RATE FLOW CONTROL VALVE, FLANGED, CL. 125 (CLA-VAL CO. 49G-03ABKCK)								70	8" RE. X VICTAULIC PIPE SPOOL (STL.), SCHED. 40, CML & CMC, (LENGTH AS REQ'D)				6	6		
11	2" PRESSURE REDUCING VALVE, THREADED, CL. 125 (CLA-VAL CO. 90G-01ABKC)						2		71	2" THD X VICTAULIC STEEL PIPE SPOOL, SCHED. 40, GALV. (LENGTH AS REQ'D)				6	6		
12	2" PRESSURE REDUCING & CHECK VALVE, THREADED, CL. 125 (CLA-VAL CO. 90G-01ABKC)						1		72	2" THREAD-O-LET, STEEL				6	6		
13	12" FLOW METER, FLANGED, CL. 150, EPOXY LINED (SPARLING INSTRUMENT CO. 12")								73	2" VICTAULIC COUPLING				3	3		
14	12" GATE VALVE, O.S. & Y, 200 PSI WWP, FLANGED, CL. 125 (AMERICAN FLOW CONTROL SERIES 500 RESILIENT WEDGE VALVE)								74	4" VICTAULIC COUPLING		1			1		
15	12" GATE VALVE, N.R.S., 200 PSI WWP, FLANGED, CL. 125 (AMERICAN FLOW CONTROL SERIES 500 RESILIENT WEDGE VALVE)								75	6" VICTAULIC COUPLING			1	4	5		
16	REMOVE AND SALVAGE EXISTING METER						1		76	8" VICTAULIC COUPLING				3	3		
17	10" GATE VALVE, NRS, 200 PSI WWP, FLANGED, CL. 125		2				2		77	12" VICTAULIC COUPLING				3	3		
18	8" GATE VALVE, O.S. & Y, 200 PSI WWP, FLANGED, CL. 125						8		78	12" ORIFICE PLATE, CLAYTON X-52D-1 WITH 6.5" BORE			1		1		
19	8" GATE VALVE, NRS, 200 PSI WWP, FLANGED, CL. 125						3		79	12" x 8" STEEL WELD REDUCER, ECCENTRIC, SCHED. 40, CML AND PAINTED				1	1		
20	6" GATE VALVE, O.S. & Y, 200 PSI WWP, FLANGED, CL. 125						1	9	80	INSULATING GASKET, J-M #71, DI-ELECTRIC, FULL FACE OR EQUAL				1	3	4	
21	6" GATE VALVE, NRS, 200 PSI WWP, FLANGED, CL. 125						2		81	8" CROSS, FLG'D, C.I., CL. 150, CML, CL. 125 FLANGE				1	1		
22	4" GATE VALVE, O.S. & Y, 200 PSI WWP, FLANGED, CL. 125						1		82	4" STEEL PIPE SPOOL, SCHED. 40, THREADED X RE., CML, (LENGTH AS REQ'D)					2	2	
23	2" GATE VALVE, NRS, 200 PSI WWP, THREADED							6	83	12" TAPPING TEE, MECH. JOINT, W/ 1/2" FLG'D OUTLET, CL. 125 FLANGE, EPOXY LINED				1		1	
24	12" WATER MAIN, DI, CL. 50 (3/8") CML AND POLYETHYLENE WRAPPED OR 1 1/2" O.D. STEEL, 10KA, CML & CMC		338				675	1033	84	ADJUSTABLE PIPE SUPPORT PER STD. W-17					27	27	
25	10 1/2" O.D. STEEL PIPE, SCH. 40, CML & CMC, OR CML & PAINTED ABOVE GROUND W/ WELDED OR FLG'D JOINTS		118				118		85	STD. 1" SERVICE CONNECTION W/ 3/4" x 1" METER PER STD. W-5 & CUSTOMER HOUSELINE RECONNECTION				2	2		
26	8 1/2" O.D. STEEL PIPE, SCH. 40, CML & CMC, OR CML & PAINTED ABOVE GROUND W/ WELDED OR FLG'D JOINTS		60	21			81		86	12" x 6" STEEL REDUCER, FLANGED, SCH. 40, CML & CMC, CL. 150 FLG.			1		1		
27	6 1/2" O.D. STEEL PIPE, SCH. 40, CML & CMC, OR CML & PAINTED ABOVE GROUND W/ WELDED OR FLG'D JOINTS		45				45		87	ADJUSTABLE VALVE BOX PER STD. W-15		6	2	3	2	13	
28	4 1/2" O.D. STEEL PIPE, SCH. 40, CML & CMC, OR CML & PAINTED ABOVE GROUND W/ WELDED OR FLG'D JOINTS			1	12		13		88	CONCRETE THRUST BLOCK PER STD. W-21 (AS REQ'D EVEN IF NOT SHOWN)						AS REQ'D	
29	2" STL. PIPE, SCHED. 40, GALVANIZED & THREADED						32	L.F.	89	6" FLANGED COUPLING ADAPTER, EPOXY LINED AND CMC, DRESSER STYLE 128 OR EQUAL			1		1		
30	4" SLIP-ON WELD. FLG., CL. 150						1	2	90	12" VICTAULIC FLANGE, D.I., STYLE 741 OR EQUAL, WITH GRADE E GASKET				1	1		
31	6" SLIP-ON WELD. FLG., CL. 150						18	9	91	6" 90° STEEL WELD ELBOW, SCH. 40, CML & CMC OR CML & PAINTED				1	1		
32	8" SLIP-ON WELD. FLG., CL. 150						4	26	92	12" TEE, FLANGED, C.I., CL. 150, CML & CMC, CL. 125 FLG.				1	1		
33	10" SLIP-ON WELD. FLG., CL. 150						8		93	BARRICADE POST PER STD. W-14				3	3		
34	12" SLIP-ON WELD. FLG., CL. 150						8	27	94	8" 90° STEEL WELD ELBOW, SCH. 40, CML & CMC, OR CML AND PAINTED					5	5 EA.	
35	12" BLIND FLANGE, C.I., CL. 125							1	95	A/C PAVEMENT-REPAIR/REPLACEMENT						AS REQUIRED, EVEN IF NOT SHOWN	
36	8" x 6" REDUCER, FLANGED, C.I., CL. 150, CML, CL. 125 FLANGE							1	96	4'0" x 5'0" PRECAST CONCRETE UTILITY VAULT, BROOKS PRODUCTS, NO. 450 WITH NO. 450 T (12" x 12" x 12")				3	3		
37	4" BLIND FLANGE, C.I., CL. 125							1									
38	8" SLIP-ON WELD. FLG., CL. 30							1	97	10" FLANGED FLEXIBLE COUPLING ADAPTER, EPOXY LINED, CL. 125 FLG'D			1		1		
39	4" SLIP-ON WELD. FLG., CL. 30							3	98	3/4" THREAD-O-LET, NYLON BUSHING, 1/2" BALL VALVE AND PRESSURE GAUGE 0-200 PSI.			2		2	L.S.	
40	4" THREADED FLANGE, C.I., CL. 125							2	99	12" TAPPING CROSS WITH 12" FLG'D OUTLETS, MECH. JOINT, EPOXY LINED, CL. 125 FLG'D					1	EA.	
41	12" FLEXIBLE COUPLING, EPOXY LINED AND CMC DRESSER STYLE 38 OR EQUAL CL. 125 OR VICTAULIC						4	1	100	12" TAPPING GATE VALVE, FLANGED, 200 PSI WWP, NRS, CL. 125 FLANGED					1		
42	12" TEE, FLANGED, STEEL, SCH. 40, CML AND CMC OR CML & PAINTED, CL. 150 FLG.						4	4	101	6" PRESSURE SUSTAINING & CHECK VALVE, FLG'D, CL. 125 (CLA-VAL CO. 50G-01BKCK) (D.I.)					1		
43	12"-90° STEEL WELD ELBOW, SCHED. 40, CML & CMC OR CML & PAINTED						6	4	102	8" PRESSURE REDUCING & CHECK VALVE, FLG'D, CL. 125 (CLA-VAL CO. 90G-01ABKCK) (D.I.)					1		
44	8" FLEXIBLE COUPLING, EPOXY LINED AND CMC DRESSER STYLE 38 OR EQUAL, CL. 125 OR VICTAULIC						3	3	103	6" PRESSURE REDUCING & CHECK VALVE, FLG'D, CL. 125 (CLA-VAL CO. 90G-01ABKCK) (D.I.)					1		
45	12" x 10" TEE, FLANGED, STEEL, SCH. 40, CML & CMC, CL. 150 FLG.						1	1	104	6" PRESSURE RELIEF VALVE, FLANGED, CL. 125 (CLA-VAL CO. 50G-01BKCK) (D.I.)				1	1	EA.	
46	12" x 8" TEE, FLANGED, STEEL, SCH. 40, CML & CMC, CL. 150 FLG.						3	3	105	6" 45° WELD ELBOW, STEEL, SCH. 40, CML & CMC				1	1	EA.	
47	12" x 6" TEE, C.I., CL. 150, CML & CMC FLANGED, CL. 125						2	2	106	12" ADAPTER, B x F, C.I., CL. 150, CML & CMC, CL. 125 FLG. W/ FIELD LOCK GASKET			4		2	6 EA.	
48	12" x 8" STEEL WELD REDUCER, SCHED. 40, CML AND CMC OR CML & PAINTED							2	107	ETC. 1" SERVICE CONNECTION WITH 1" x 1" METER PER STD. W-5 AND CUSTOMER HOUSELINE RECONNECTION					2	2 EA.	
49	12" x 8" REDUCER, C.I., CL. 150, CML AND CMC FLANGED, CL. 125							2	108	12 3/4" O.D. STEEL PIPE, 1/2" WALL THICKNESS MIN., CML & CMC WITH WELDED OR FLANGED JOINTS		146	117	23	286	L.F.	
50	12" x 6" CROSS, C.I., CL. 150, CML AND CMC FLANGED, CL. 125							1									
51	6"-90° ELBOW, C.I., CL. 150, CML AND CMC FLANGED, CL. 125							6									
52	12" 45° ELBOW, B x B, C.I., CL. 150, CML & CMC WITH FIELD LOCK GASKETS						2	1							3		
53	8"-90° ELBOW, C.I., CL. 150, CML & CMC OR CML & PAINTED, CL. 125 FLG.							4							4		
54	8" x 6" TEE STEEL, SCHED. 40, CML AND CMC FLANGED, CL. 150							4							4		
55	8" x 6" STEEL WELD REDUCER, SCHED. 40, CML & CMC							1							1		
56	8" x 4" REDUCER, C.I., CL. 150, CML AND CMC FLANGED, CL. 125							2							2		
57	2"-90° ELBOW, STEEL, SCHED. 40, GALVANIZED, THREADED							6							6		
58	12"-90° STEEL ELBOW, FLANGED, SCHED. 40, CML AND CMC, CL. 150 FLG.						2								2		
59	12"-45° STEEL ELBOW, FLANGED, SCHED. 40, CML AND CMC, CL. 150 FLG.						3								3		
60	10"-90° STEEL WELD ELBOW, L.R., SCHED. 40, CML & CMC						1								1 EA.		

ASL Consulting Engineers
 (818) 447-4494
 IRVINE (714) 727-7099
 PALM SPRINGS (619) 326-4220
 RANCHO CUCAMONGA (714) 989-8983
 CAMARILLO (805) 388-2344

DESIGNED BY: JE
 DRAWN BY: SG
 CHECKED BY: SJO
 DATE: NOVEMBER 1992
 SCALE: NONE
 JOB NO.: 1601.030.1

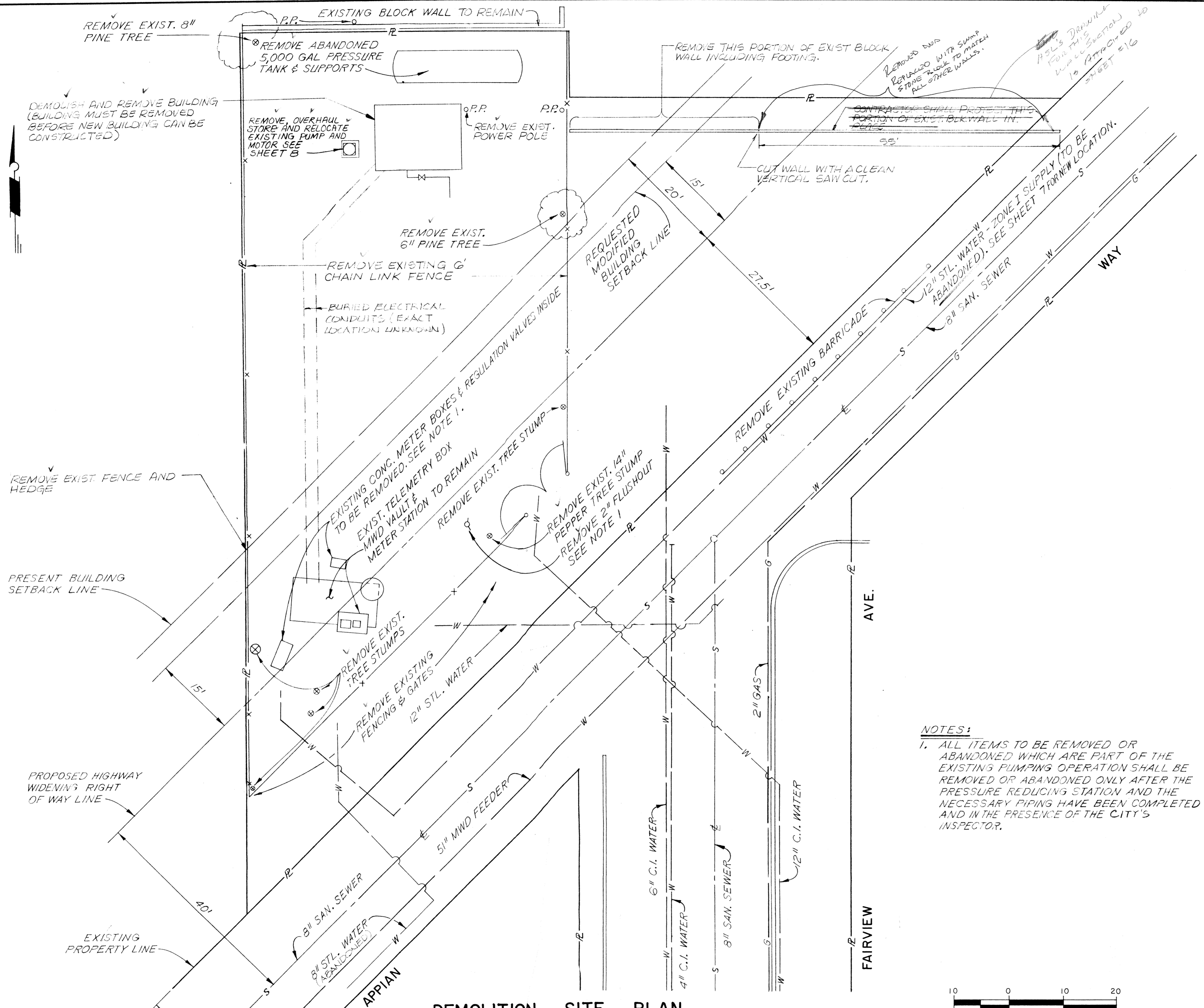
LOS ANGELES COUNTY WATERWORKS DISTRICTS
 DESIGNED BY: JE
 DRAWN BY: SG
 CHECKED BY: SJO
 OPER. APPR.:
 SUBMITTED BY: W.K.T.
 DATE: 5-4-93
 APPROVED BY: Dean E. Pappas

CITY OF LOMITA CITY WATER SYSTEM
 SPEC. NO. WWD 13-80
 SHEET 2 OF 24
 OF Y 513363L
 DRAWING NO. 13.80.2
 SHEETS 24

NOTE: INSTALL TEMPORARY PAVING IN APPIAN WAY UNTIL FINAL PAVING IS DONE PER CITY STREET IMPROVEMENT PLANS, SHEETS 1 AND 4 OF CITY OF LOMITA STREET IMPROVEMENTS PROJECT NO. 160, WHICH IS PART OF THIS PROJECT.

REFER TO SECTION 7.10.4.1. OF THE STANDARD SPECIFICATIONS REGARDING SAFETY ORDERS.

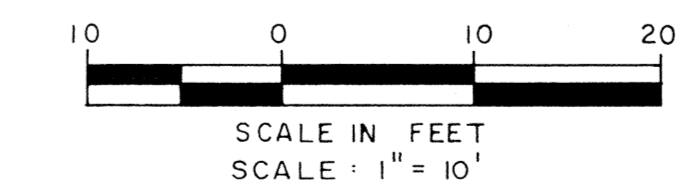
Note: MATERIAL LIST QUANTITIES NOT ADJUSTED TO AS BUILT COMPLETED AUGUST 25, 1994



NOTES:
 1. ALL ITEMS TO BE REMOVED OR ABANDONED WHICH ARE PART OF THE EXISTING PUMPING OPERATION SHALL BE REMOVED OR ABANDONED ONLY AFTER THE PRESSURE REDUCING STATION AND THE NECESSARY PIPING HAVE BEEN COMPLETED AND IN THE PRESENCE OF THE CITY'S INSPECTOR.

AS BUILT
 COMPLETED
 AUGUST 26, 1994

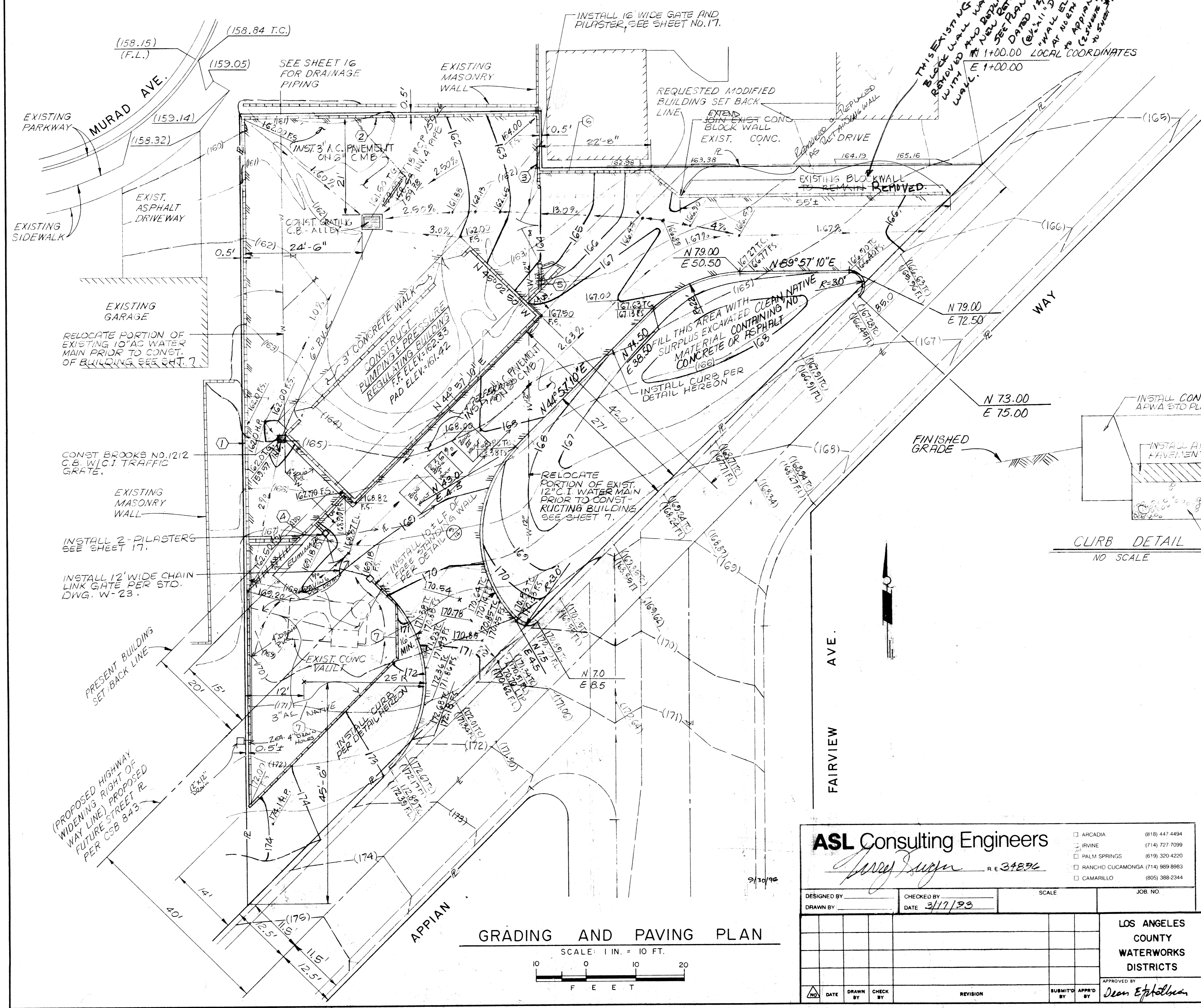
SITE PLAN NO. 164 APPROVED
 BY CITY OF LOMITA PLANNING
 COMMISSION 6-2-75



DEMOLITION SITE PLAN
 SCALE: 1 IN. = 10 FT.

REFER TO SECTION 7.10.4.1. OF THE STANDARD SPECIFICATIONS REGARDING SAFETY ORDERS.

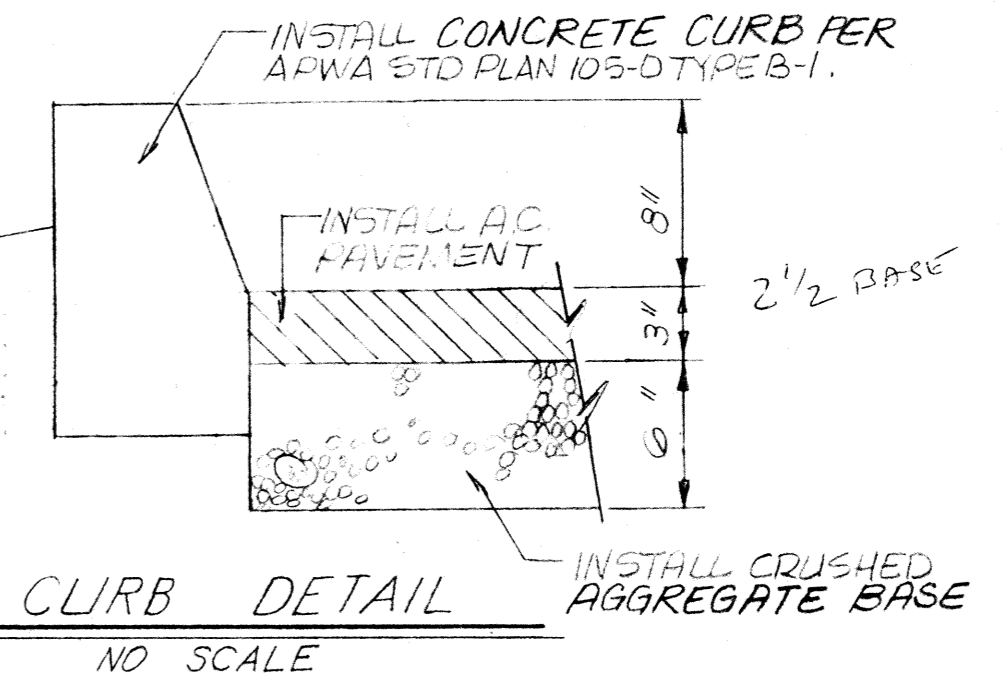
ASL Consulting Engineers 9301 1601.030.1		■ ARCADIA (818) 447-4494 □ IRVINE (714) 727-7099 □ PALM SPRINGS (626) 321-4220 □ RANCHO CUCAMONGA (714) 589-8983 □ CAMARILLO (805) 386-7344	SCALE: 1" = 10' J.C. NO. 1601.030.1	DESIGNED BY: JE CHECKED BY: SJO DRAWN BY: SG DATE: NOVEMBER 1992	DATE: _____ DRAWN BY: _____ CHECK BY: _____ REVISION: _____ SUBMITTED BY: _____ APPROVED BY: <i>Dean Ephraim</i>	LOS ANGELES COUNTY WATERWORKS DISTRICTS DESIGN BY: JE DRAWN BY: SG CHECK BY: SJO OPER. APPR.: _____ SUBMITTED BY: W.J. DATE: 5-9-93	CITY OF LOMITA CIT. WATER SYSTEM IMPROVEMENTS FOR PUMPING AND PRESSURE REGULATING STATION AT 26255 APPIAN WAY	SPEC. NO. WWD 13-80 OF Y513363L DRAWING NO. 13.80.3	SHEET 3 OF 24 SHEETS
---	--	---	--	---	---	---	---	---	----------------------



LEGEND

	EXISTING CONTOUR
	NEW CONTOUR
	EDGE OF NEW PAVING
	(167) EXISTING ELEVATION
	170 NEW ELEVATION
	(2) WALL NUMBER

NOTE:
SEE SHEET 16 FOR BLOCK WALL ELEVATIONS



1275
1250
2
AS BUILT
COMPLETED
AUGUST 26, 1994

SITE PLAN NO. 164 APPROVED
BY CITY OF LOMITA PLANNING
COMMISSION 6-2-75

ASL Consulting Engineers

[Signature] R.E. 31896

DESIGNED BY	CHECKED BY	SCALE	JOB NO.
DRAWN BY	DATE 3/17/93		

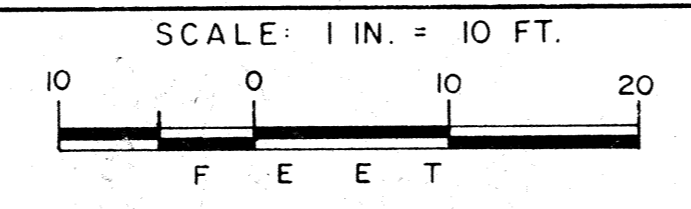
ARCADIA (818) 447-4494
 IRVINE (714) 727-7099
 PALM SPRINGS (619) 320-4220
 RANCHO CUCAMONGA (714) 989-8983
 CAMARILLO (805) 388-2344

DESIGN BY	JE	CITY OF LOMITA	SPEC. NO.
DRAWN BY	SG	CITY WATER SYSTEM	WWD13-80
CHECK BY	SJO		5
OPER. APPR.			
SUBMITTED BY	W.T.		
DATE	5-4-93		

APPROVED BY: *[Signature]* DATE: 5-4-93

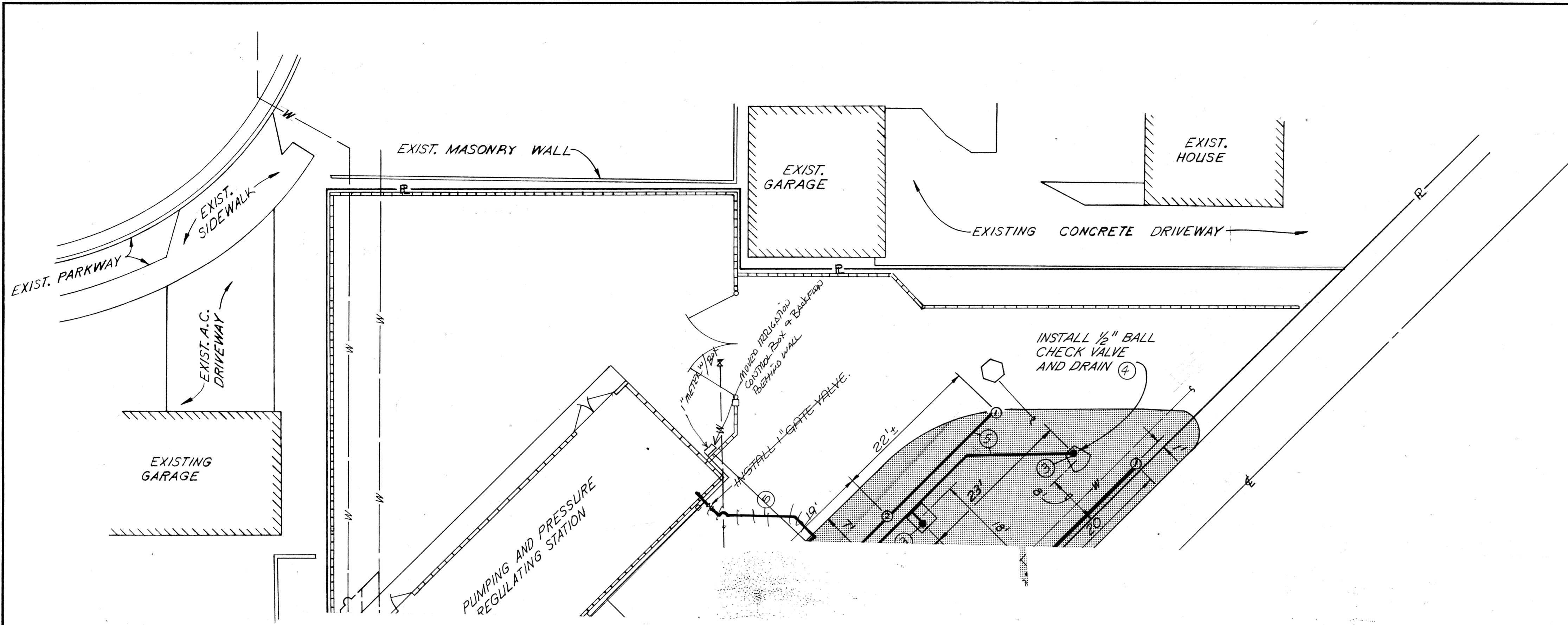
DATE	DRAWN BY	CHECK BY	REVISION	SUBMITTED BY	APPROVED BY

GRADING AND PAVING PLAN



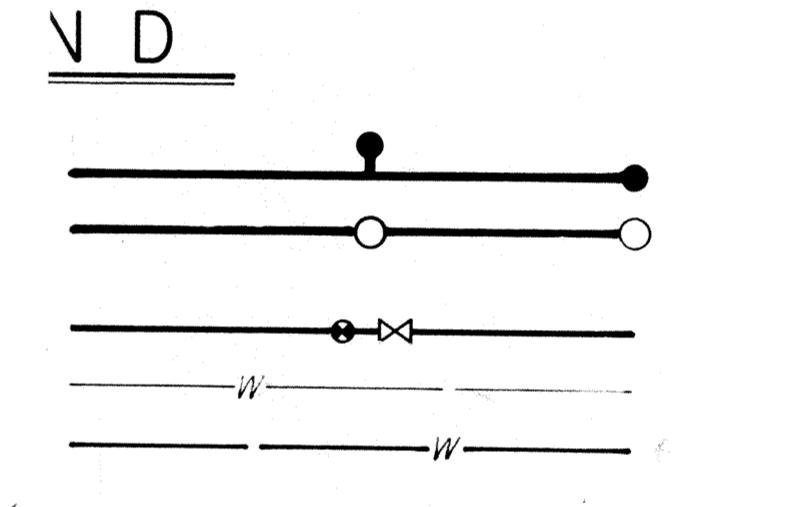
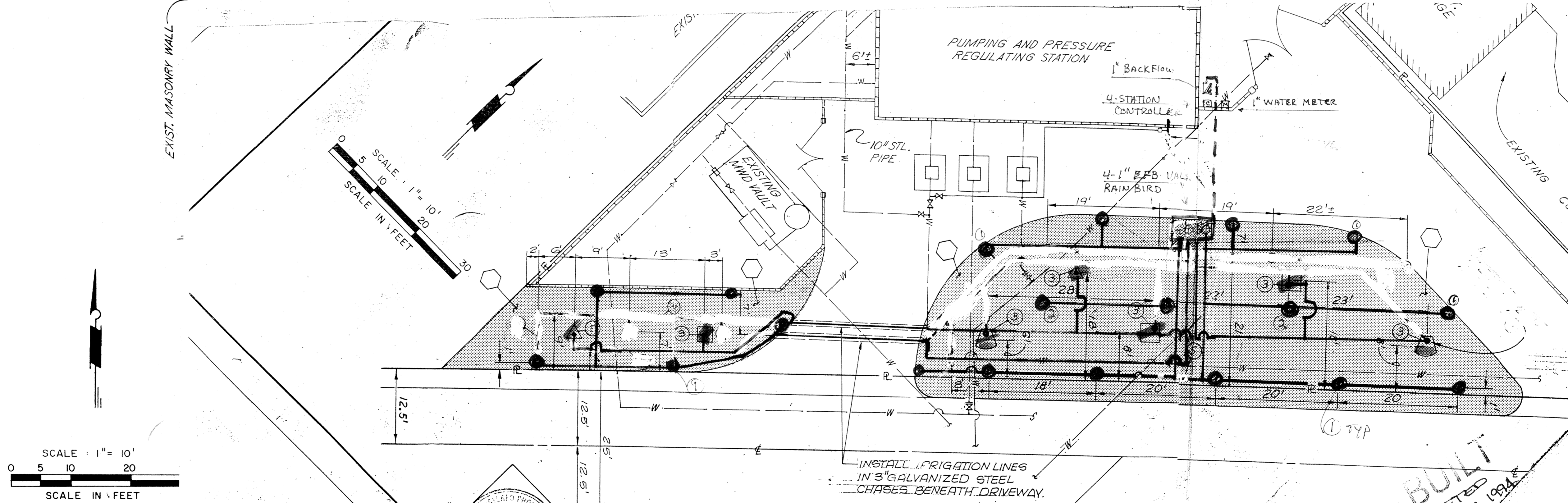
REFER TO SECTION 7.10.4.1. OF THE STANDARD SPECIFICATIONS REGARDING SAFETY ORDERS.

OF	24
OF	24
DRAWING NO.	13.80.5
SHEETS	5



PLANT MATERIAL SCHEDULE			
ITEM	DESCRIPTION	SIZE	QTY.
□	LIQUIDAMBAR STYRACIFLUA (SWEET GUM)	15 GAL.	3
△	SYRINGA VULGARIS - PRESIDENT POINCARE COMMON LILAC - DEEP PURPLE RED	15 GAL.	2
○	JUNIPER SABINA TAMARISCIFOLIA TAMARIX JUNIPER	5 GAL.	4
○	INSTALL 900 LAWN - "MARATHON SOD GRASS"	S. Y.	382

LIST OF MATERIALS			
ITEM NO.	DESCRIPTION	ENGINEER'S "ESTIMATED" QTY.	
		UNIT	QTY.
①	12' RADIUS HALF CIRCLE POP-UP HEAD SPRINKLER	E.A.	11
②	12' RADIUS FULL CIRCLE POP-UP HEAD SPRINKLER	E.A.	5
③	BUBBLER TYPE SPRINKLER HEAD	E.A.	7
④	1/2" BALL CHECK VALVE AND DRAIN	E.A.	2
⑤	1" DIA. SCHED. 40 PVC PIPE	FEET	474



CONSTRUCTION NOTES

MINIMUM COVERAGE OF 12" MINIMUM FROM EITHER SIDE OF TRENCH.

ALL FITTINGS TO BE INSTALLED IN A COMMON TRENCH.

ALL TRENCHES TO HAVE 18" MINIMUM COVER.

AS BUILT
COMPLETED
AUGUST 26, 1994

GLOBE VALVE, TYP.
WALKER CONTROL V. VOID OPERATED, TYP.

MATIC DIAGRAM
RINKLER CONTROL

NO SCALE

REFER TO SECTION 7.10.4.1. OF THE STANDARD SPECIFICATIONS REGARDING SAFETY ORDERS.

DESIGNED BY: J.E.
DRAWN BY: S.G.

CHECKED BY: S.T.O.
DATE: NOVEMBER 1992

SCALE: 1" = 10'

JOB NO.: 1601.030.1

LOS ANGELES COUNTY WATERWORKS DISTRICTS

DESIGN BY: JE
DRAWN BY: SG
CHECK BY: SJO
OPER. APPR.:
SUBMITTED BY: W.T.
DATE: 5-4-93

APPROVED BY: Dean Eptath...

CITY OF LOMITA
CITY WATER SYSTEM

IMPROVEMENTS FOR PUMPING AND PRESSURE REGULATING STATION A 26255 APPIAN WAY

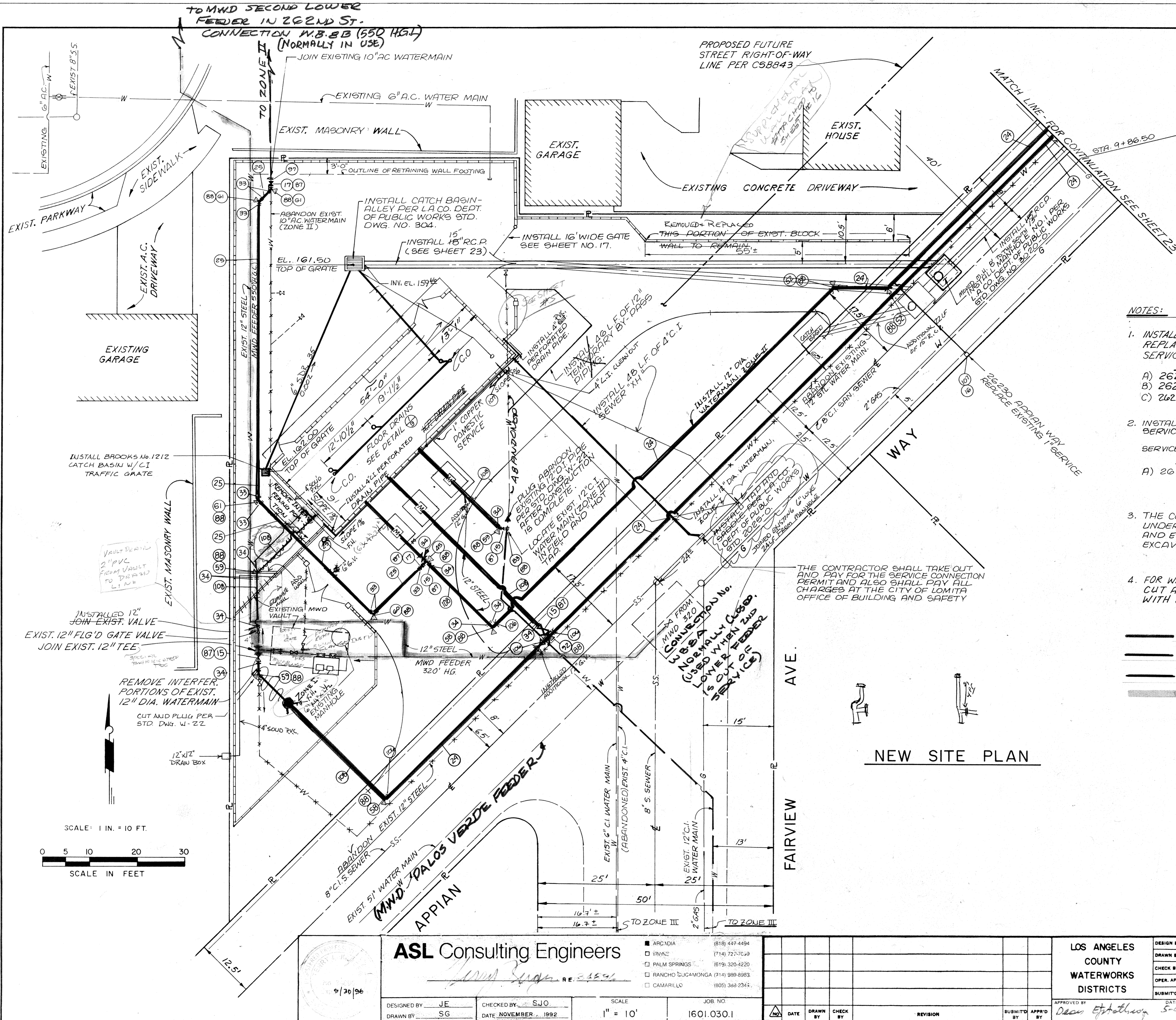
SPEC. NO.: WWD 13-80

OF 6 SHEETS

JOB NO.: Y513363L

DRAWING NO.: 1380.6

OF 24 SHEETS



LEGEND

PROPOSED UTILITY	—
EXISTING WATER MAIN	— W —
EXISTING UTILITY	— G —
MAIN TO BE ABANDONED	-x-x-x-x-

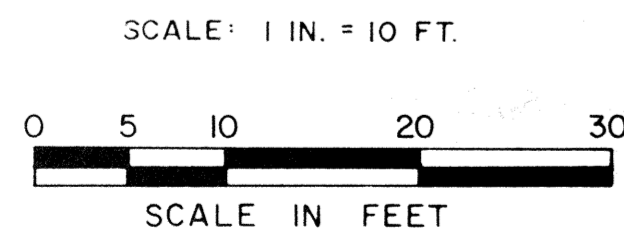
- NOTES:**
- INSTALL 3 EACH SERVICES (ZONE II) PER STD. W-5. THEY ARE TO REPLACE EXISTING SERVICES OFF 1" CU. TUBING (SEE SHEETS 7 AND 23) SERVICE ADDRESSES AND ACCOUNT NUMBERS ARE AS FOLLOWS:

ADDRESS	ACCOUNT NO.	METER SIZE
A) 26219 APPIAN WAY	13-67-03200	3/4" x 1"
B) 26229 APPIAN WAY	13-67-03250	3/4" x 1"
C) 26230 APPIAN WAY	13-67-03151	1" x 1"
 - INSTALL 1 EACH SERVICE (ZONE II) PER STD. W-5. IT IS TO SERVICE THE PUMP STATION.
 SERVICE ADDRESS IS AS FOLLOWS:

ADDRESS	METER SIZE
A) 26255 APPIAN WAY	PUMP STATION (NEW) 1" x 1"
 - THE CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL UNDERGROUND UTILITIES IN APPIAN WAY, 262 RD STREET AND ESHELMAN AVENUE BY POTHOLING, PRIOR TO BEGINNING EXCAVATIONS.
 - FOR WATERMAINS TO BE ABANDONED THE CONTRACTOR SHALL CUT AND PLUG THE ABANDONED WATERMAINS IN ACCORDANCE WITH STANDARD DRAWING W-22.

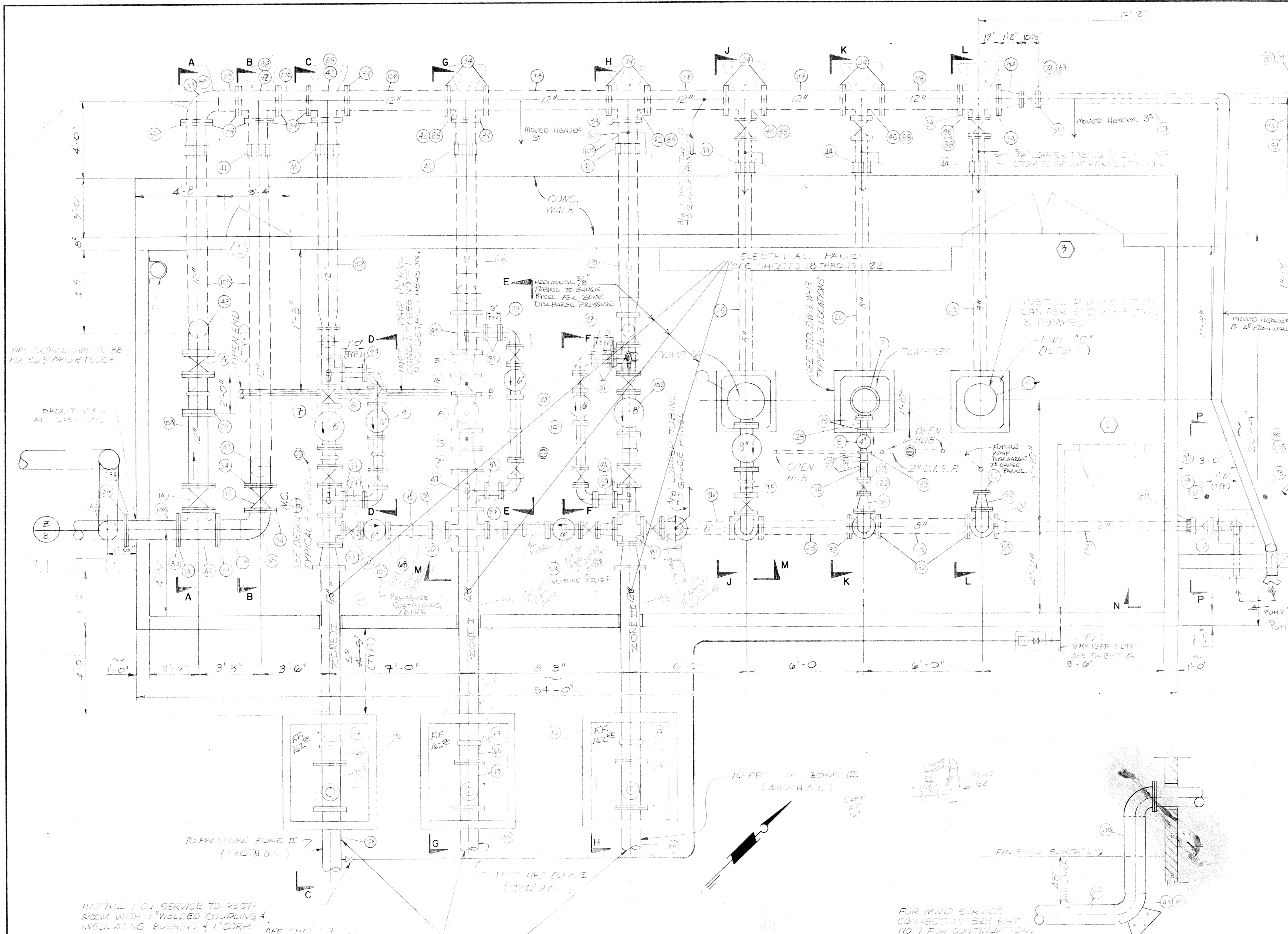
- ZONE I PIPING
- ZONE II PIPING
- ZONE III PIPING
- MWD SUPPLY FROM 2ND LOWER FEEDER (NORMAL OPERATION) (550' H.G.L.)
- MWD SUPPLY FROM PALOS VERDES FEEDER (NORMALLY CLOSED) (320' H.G.L.)

AS BUILT
 COMPLETED
 August 26, 1994

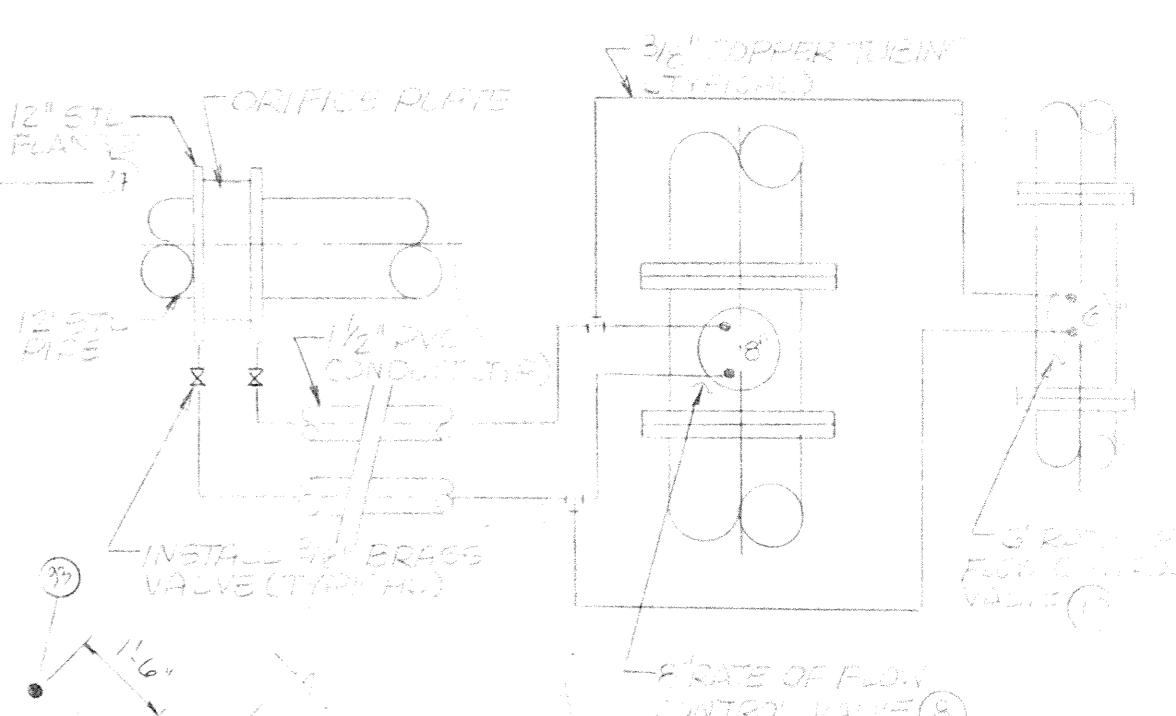


<p>ASL Consulting Engineers</p> <p>DESIGNED BY: JE DRAWN BY: SG CHECKED BY: SJO DATE: NOVEMBER, 1992</p>				<p>ARCADIA (818) 447-4494 IRVINE (714) 727-7629 PALM SPRINGS (619) 320-4220 RANCHO SUCAMONGA (714) 989-8983 CAMARILLO (805) 368-2341</p>				<p>LOS ANGELES COUNTY WATERWORKS DISTRICTS</p> <p>DESIGN BY: JE DRAWN BY: SG CHECK BY: SJO OPER. APPR.: SUBMITTED BY: W.F.</p>				<p>CITY OF LOMITA CITY WATER SYSTEM</p> <p>IMPROVEMENTS FOR PUMPING AND PRESSURE REGULATING STATION AT 26255 APPIAN WAY</p>				<p>SPEC. NO. WWD 13-80</p> <p>OF 7 SHEETS</p> <p>JOB NO. Y513363L</p> <p>DRAWING NO. 13.80.7</p>	
<p>9/30/96</p>		<p>SCALE 1" = 10'</p>		<p>JOB NO. 1601.030.1</p>		<p>APPROVED BY: Dean E. Johnson 5-2-93</p>		<p>DATE: 5-2-93</p>		<p>REVISION</p>		<p>SUBMITTED BY</p>		<p>APPROVED BY</p>			

REFER TO SECTION 7.10.4.1. OF THE STANDARD SPECIFICATIONS REGARDING SAFETY ORDERS.



- NOTES**
1. INSTALL 2" ID OF 1/2" SCHED. 40 FWS RIGID CONDUIT INCLUDING TWO 90° ELBOWS 3" BELOW FINISHED FLOOR WITH OPEN END OF EACH ELBOW STUBBED 4" ABOVE FINISHED FLOOR. INSTALL INTO EACH ZONE TWO 1/2" ELBOWS OF 3/4" SCHED. 40 FWS RIGID CONDUIT TO BE USED TO CONNECT THE TWO RIGID CONDUITS TO THE PUMP. PUMP TO BE INSTALLED IN THE MIDDLE OF THE ZONE. PUMP TO BE INSTALLED IN THE MIDDLE OF THE ZONE. PUMP TO BE INSTALLED IN THE MIDDLE OF THE ZONE.
 2. PUMP MANUFACTURER'S NAME TO BE MAINTAINED BY A TAPE LABEL ON EACH PUMP.
 3. PUMP ELEVATION TO BE SHEET 115.
 4. PUMP CONTROLS SHALL BE AS FOLLOWS: 1" - 2" 1/2" VALVE, 5/8" BUSHING, 1/2" VALVE.

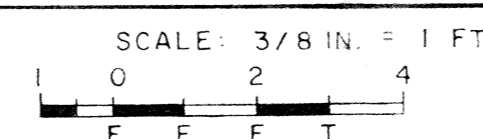


ZONE I TUBING CONNECTION SCHEMATIC DETAIL I
NOT TO SCALE

DOOR SCHEDULE			
1	3'-0" x 7'-2"	1 3/4" THICK	HOLLOW STEEL SOUND DOOR AND HARDWARE #70120 IMPERMEABLE
2	3'-0" x 5'-5"	1 3/4" THICK	SOLID CORE WOOD DOOR WITH WOOD FRAMES
3	7'-2" x 7'-2"	1 3/4" THICK	HOLLOW STEEL SOUND DOOR DOUBLE PANEL, DIV. JOINT HARDWARE WITH 20 #20 DIAPHRAGM BOLTS IN EACH LEAF

INSTALL 1" CU. SERVICE TO RESTROOM WITH 1" WELDED COUPLING & INSULATING BUSHING & 1" CORR. STOP.

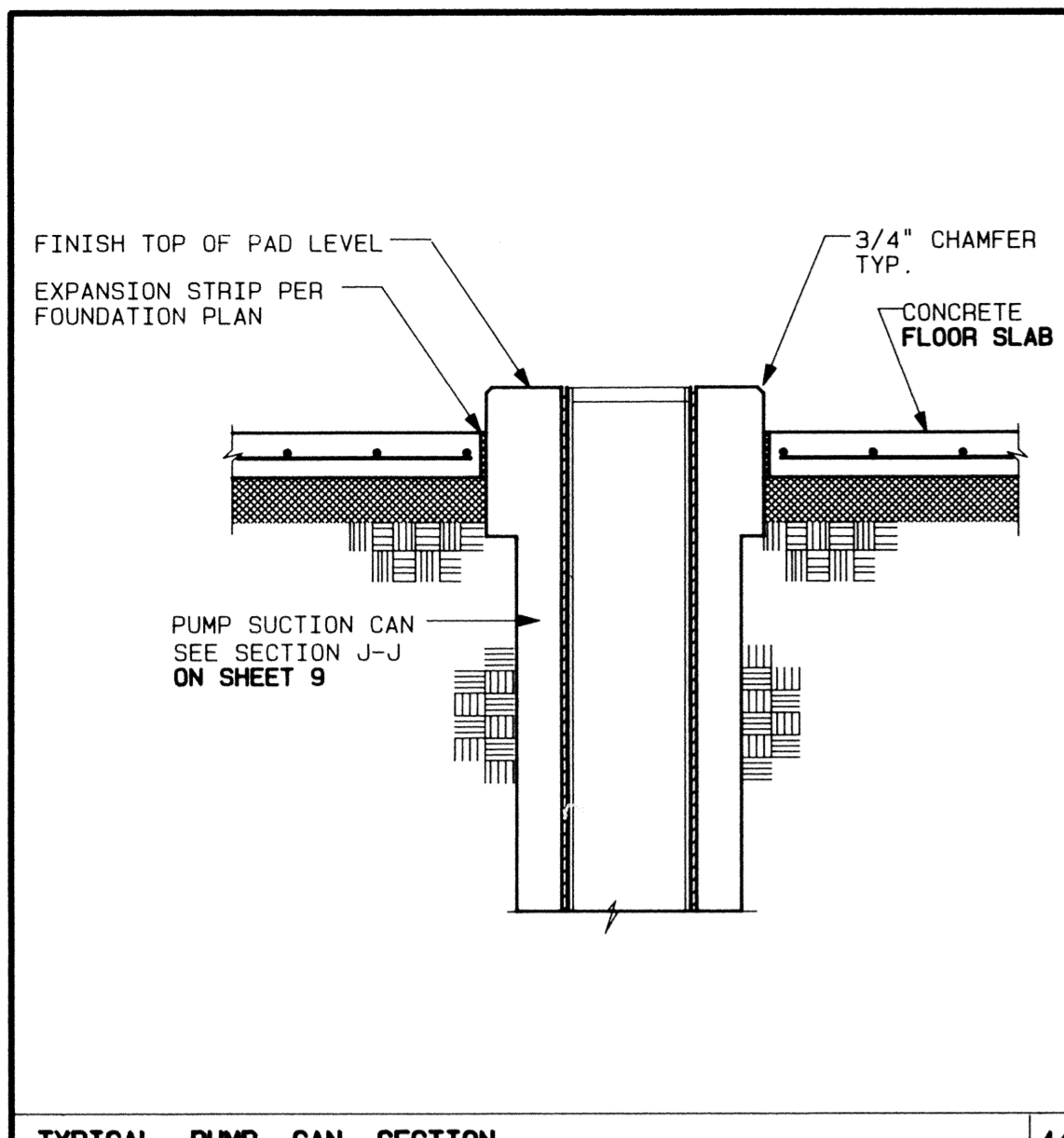
PIPING PLAN — MECHANICAL



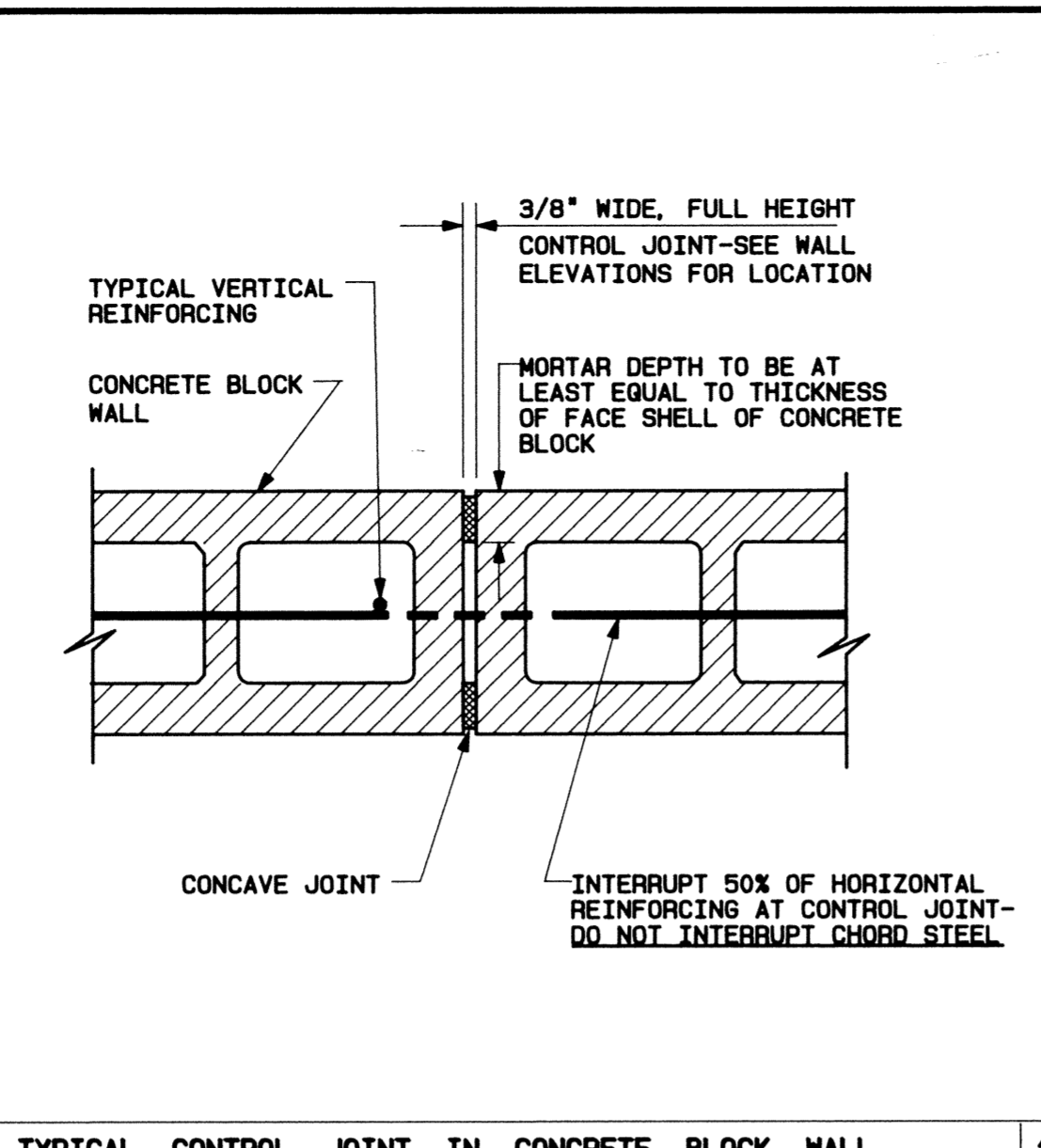
AS BUILT
COMPLETED
AUGUST 26, 1994

REFER TO SECTION 7.10.4.1. OF THE STANDARD SPECIFICATIONS REGARDING SAFETY ORDERS.

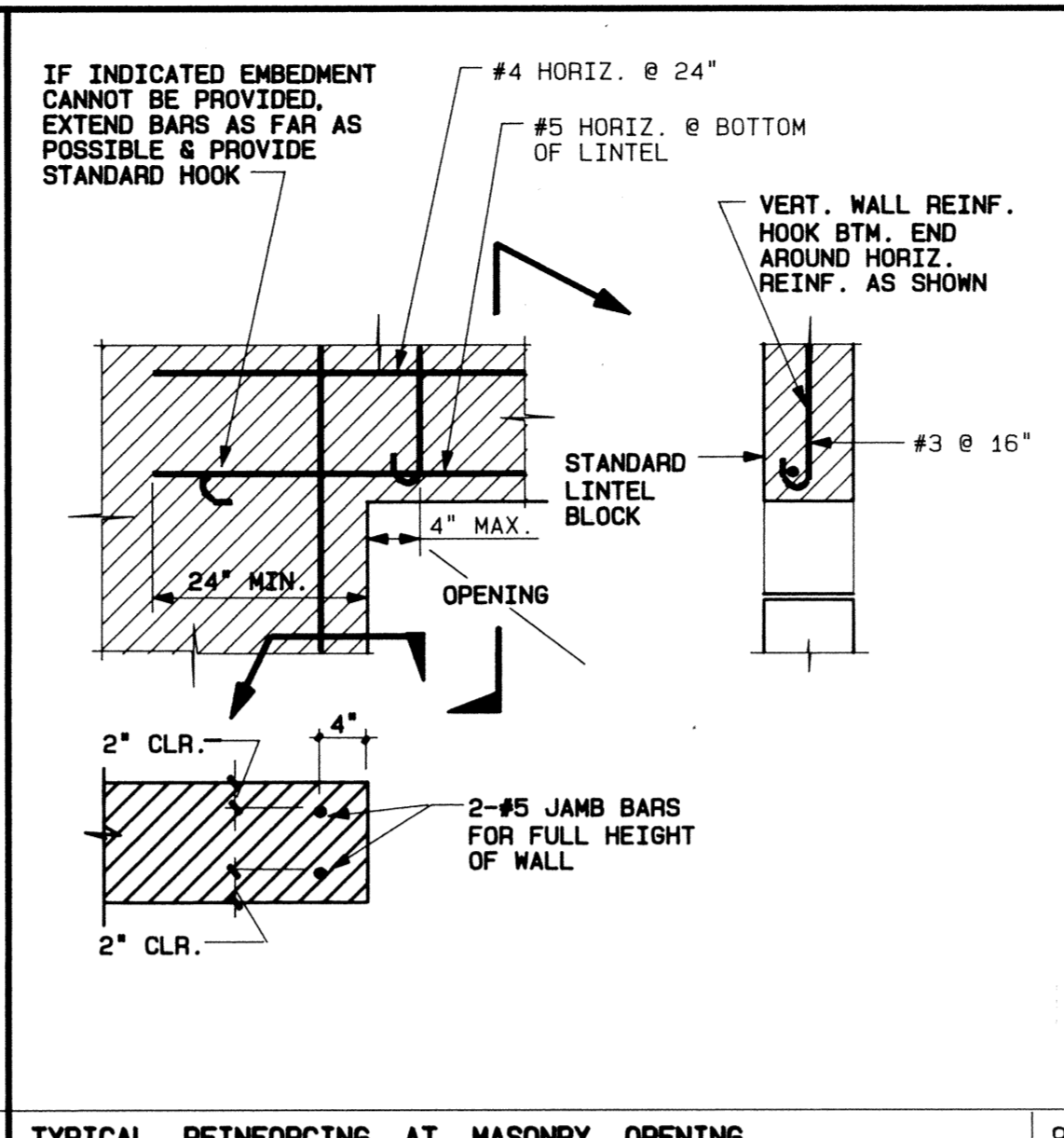
ASL Consulting Engineers 5/30/96 DESIGNED BY: JE DRAWN BY: SG CHECKED BY: SJD DATE: NOVEMBER 1992		ARCADIA (818) 457-4444 IRVINE (714) 727-7099 PALM SPRINGS (619) 379-4300 RANCHO CUCAMONGA (714) 989-8983 CAMARILLO (805) 388-2344	JOB NO. 1601.030.1 SCALE AS SHOWN	LOS ANGELES COUNTY WATERWORKS DISTRICTS DESIGN BY: JE DRAWN BY: SG CHECK BY: SJD OPER. APPR.: SUBMITTED BY: VWT DATE: 5-9-93 APPROVED BY: Dean Ephantus	CITY OF LOMITA CITY WATER SYSTEM IMPROVEMENTS FOR PUMPING AND PRESSURE REGULATING STATION AT 26255 APPIAN WAY SPEC. NO. WWD 13-80 OF 8 SHEETS JOB NO. Y513363L DRAWING NO. 13.80.8 SHEETS 24
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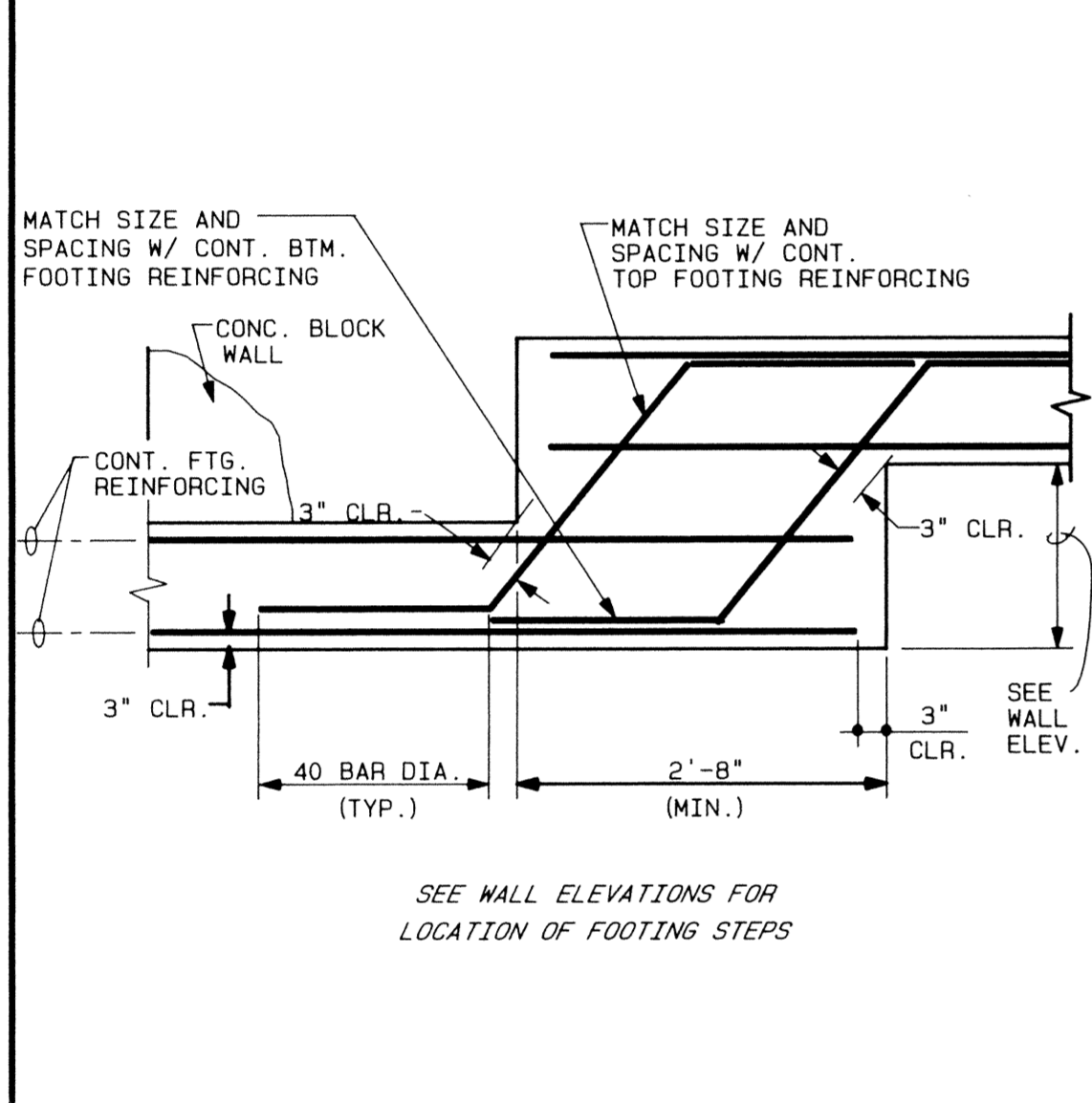
TYPICAL PUMP CAN SECTION 11



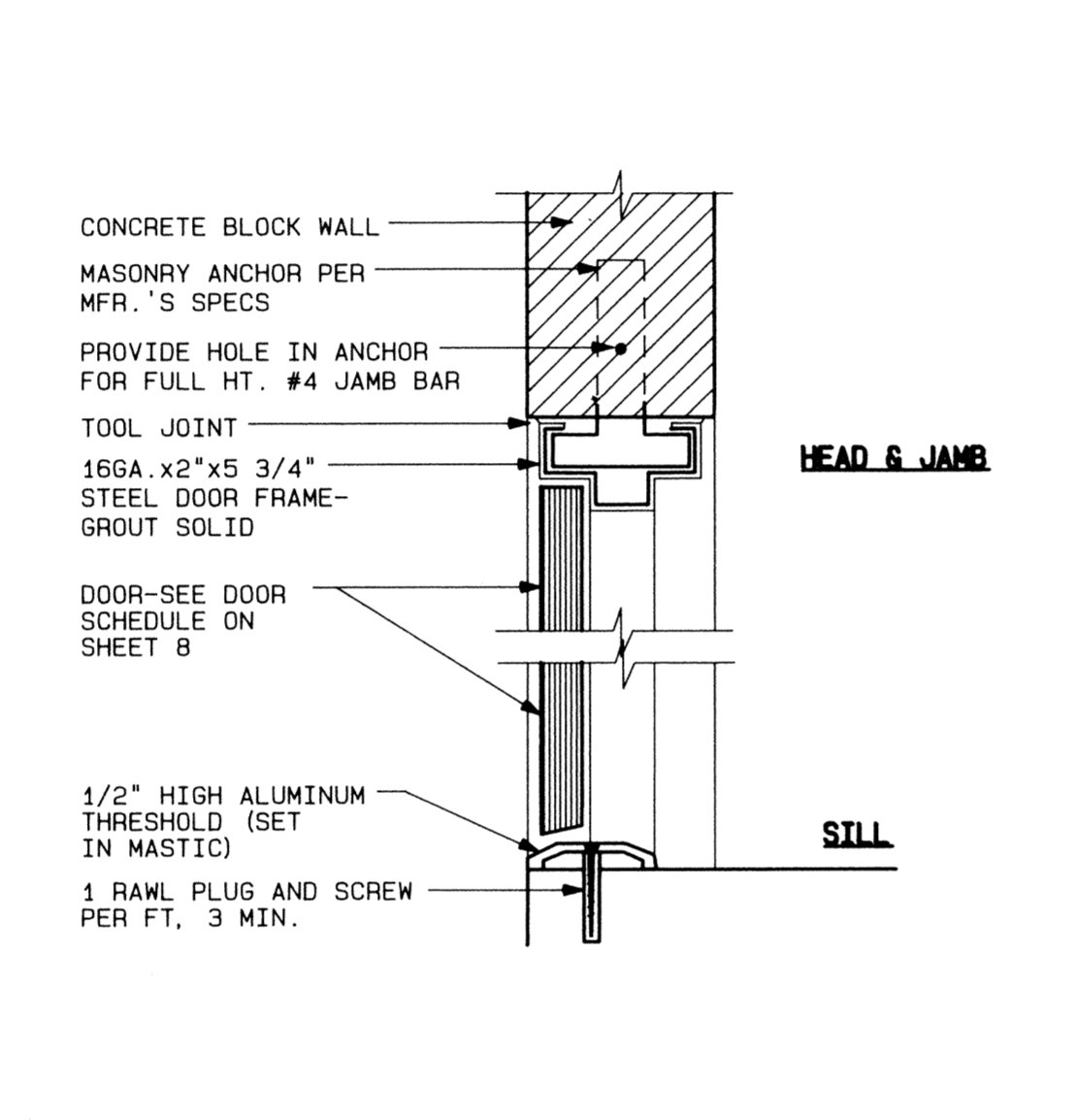
TYPICAL CONTROL JOINT IN CONCRETE BLOCK WALL 10



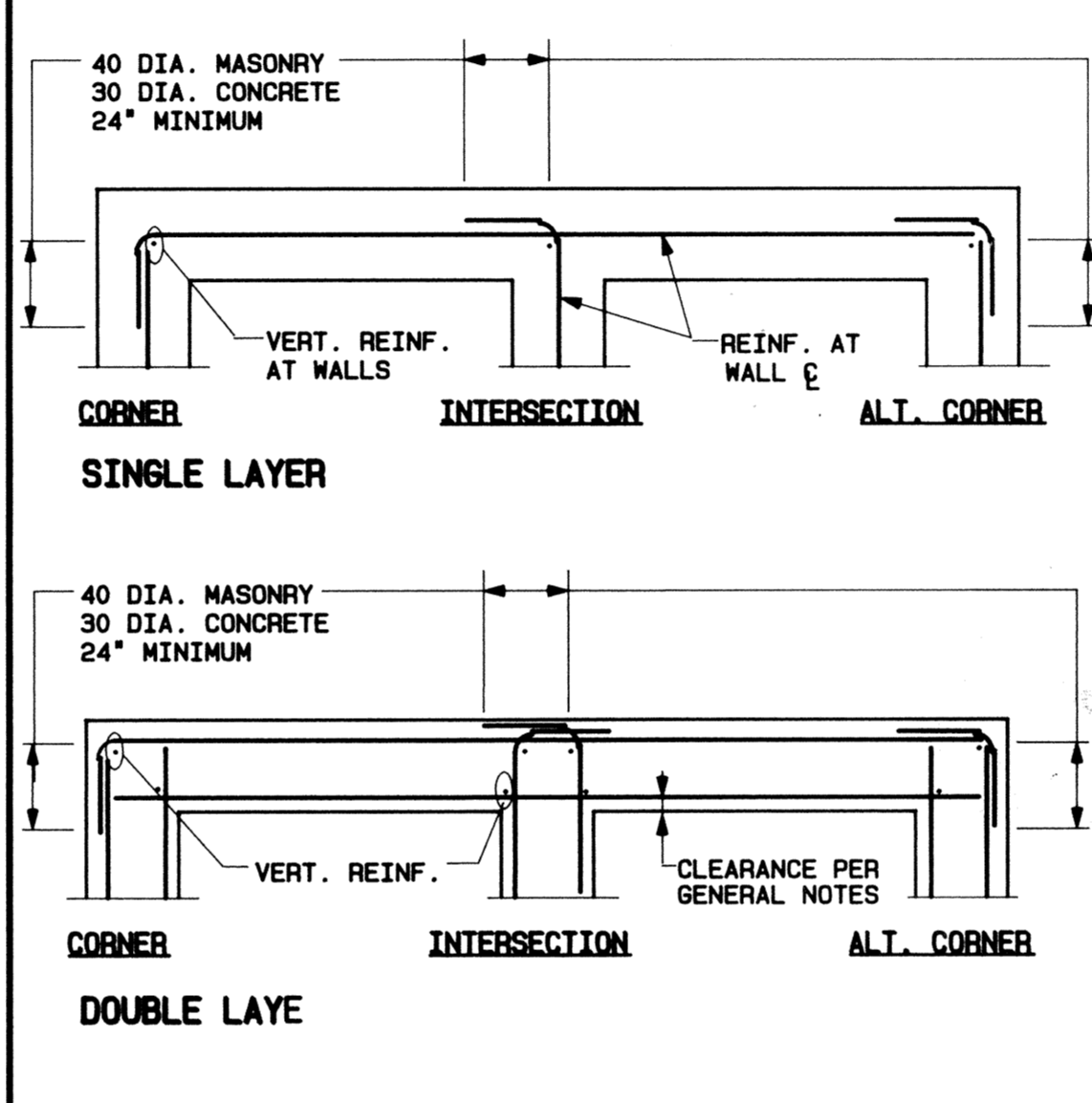
TYPICAL REINFORCING AT MASONRY OPENING 9



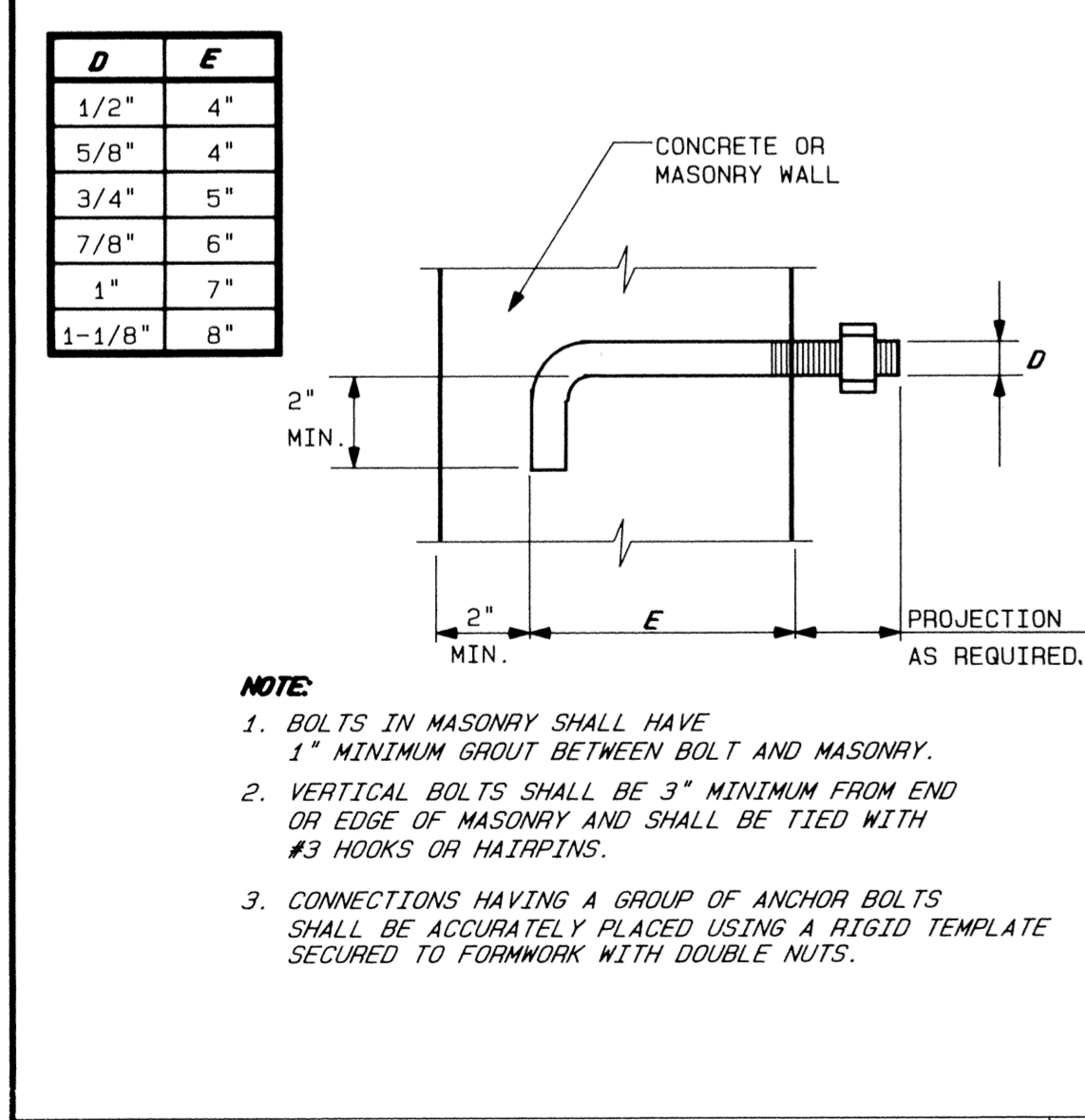
TYPICAL STEPPED CONTINUOUS FOOTING 8



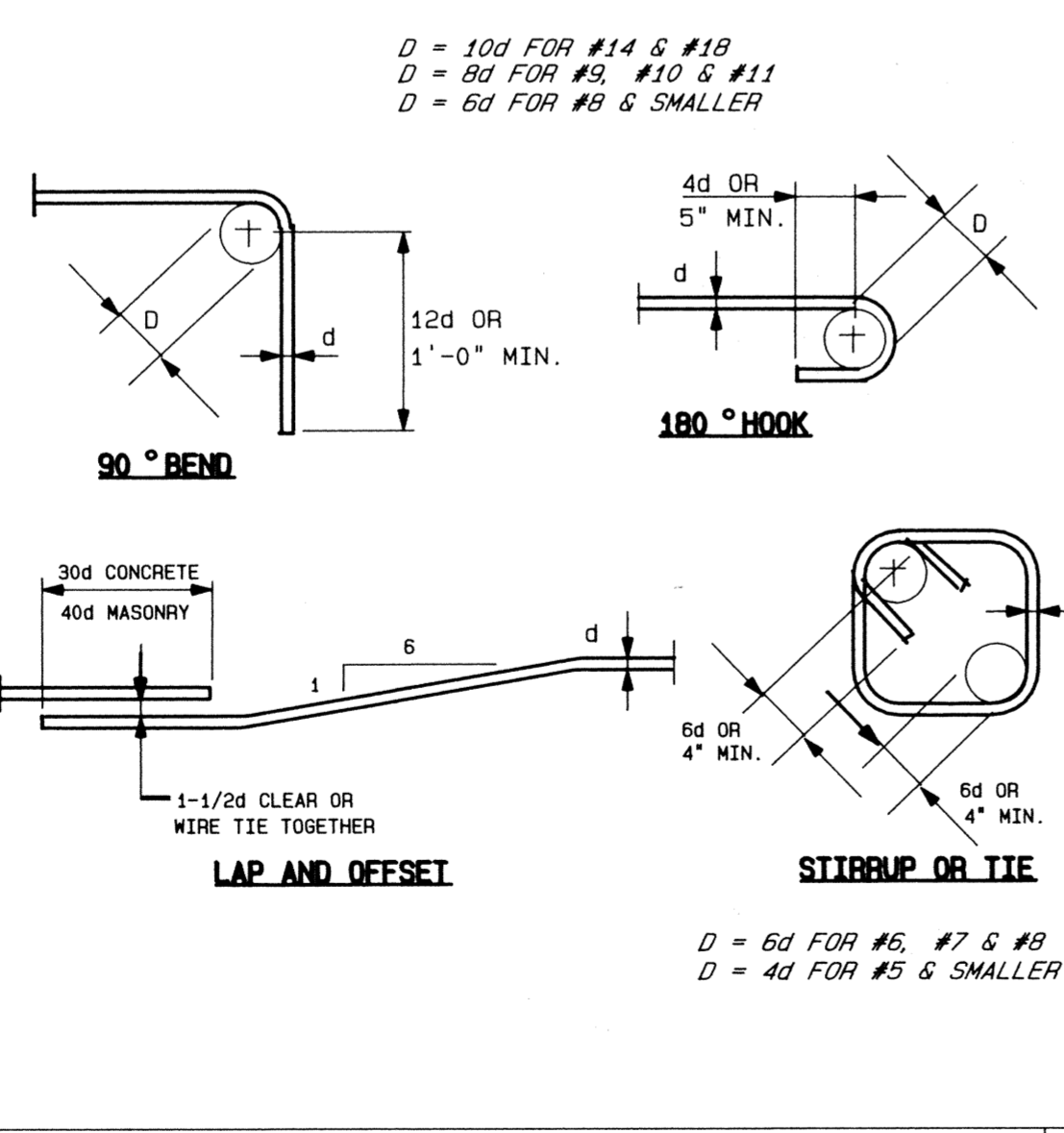
TYPICAL DOOR JAMB, HEAD AND SILL N.T.S. 7



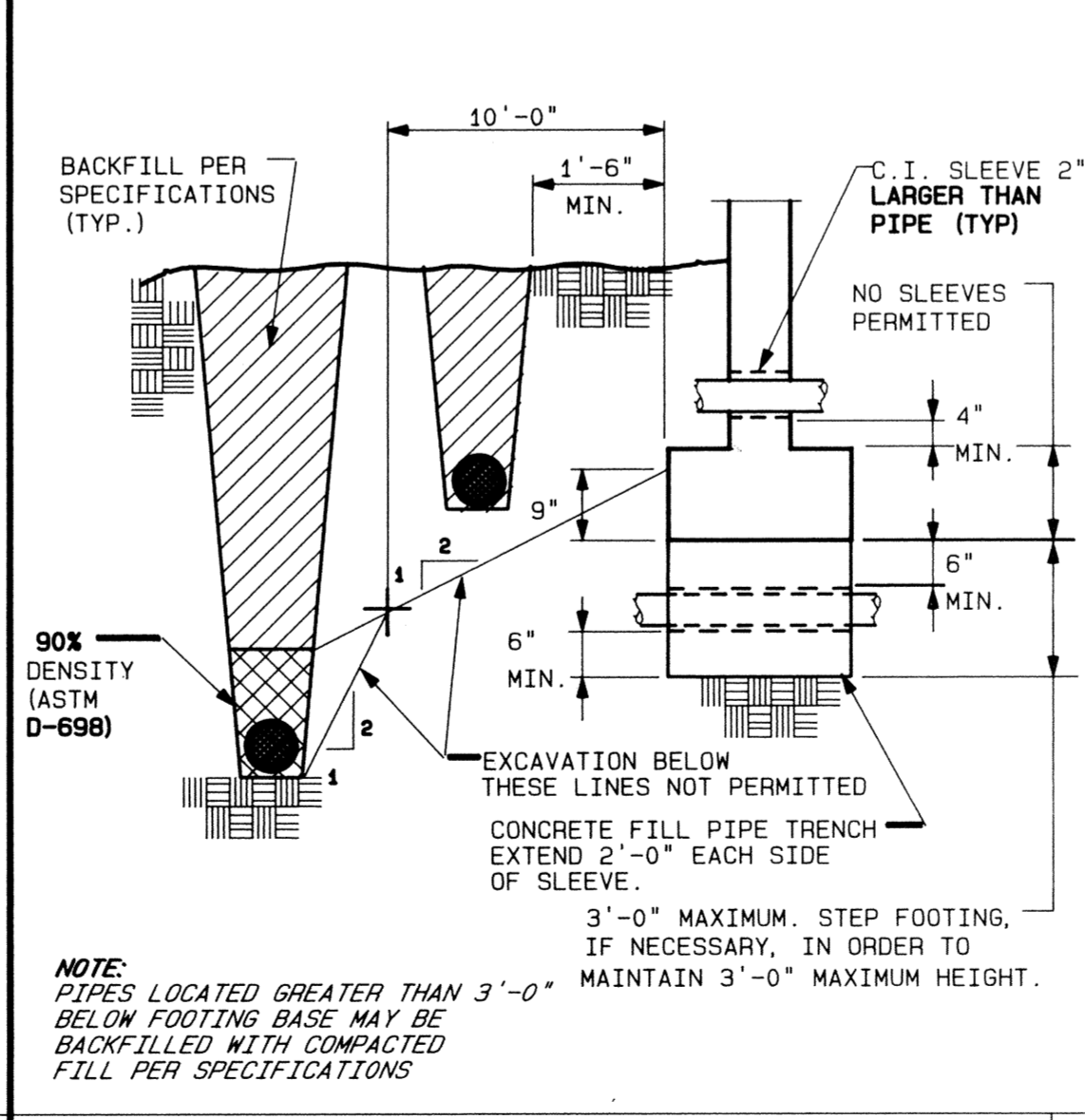
TYPICAL REINFORCING AT CORNERS & INTERSECTIONS 6



TYPICAL ANCHOR BOLT EMBEDMENT 4



TYPICAL REBAR BENDS AND LAP 4



TYPICAL PIPE THROUGH FOOTING TRENCH LOCATION 3

GENERAL STRUCTURAL NOTES
THESE NOTES SHALL APPLY UNLESS SHOWN OTHERWISE ON PLANS

GENERAL

- ALL MATERIALS AND CONSTRUCTION SHALL CONFORM TO THE 1991 EDITION OF THE UNIFORM BUILDING CODE (U.B.C.) AND THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, 1991 EDITION.
- CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS BEFORE STARTING WORK. SHOULD CONDITIONS EXIST WHICH ARE CONTRARY TO THOSE SHOWN ON PLANS, THE STRUCTURAL ENGINEER SHALL BE NOTIFIED BEFORE PROCEEDING WITH WORK.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ASSURE THAT ALL COLUMNS, WALLS, TRUSSES, ETC. ARE ADEQUATELY BRACED DURING CONSTRUCTION. BRACING OF CONCRETE AND MASONRY WALLS AND COLUMNS SHALL REMAIN IN PLACE UNTIL ROOF DIAPHRAGM IS INSTALLED AND FULLY NAILED.
- ALL WORK SHALL CONFORM TO THE PLANS AND SPECIFICATIONS IN ALL RESPECTS AND SHALL BE SUBJECT TO APPROVAL BY THE ENGINEER.
- ASSUMED DESIGN SOIL BEARING VALUE IS 2000 PSF AT A DEPTH OF 12" MINIMUM BELOW NATURAL OR FINISHED GRADE (WHICHEVER IS LOWEREST) PER U.B.C. TABLE 29-8, ITEM 3 FOR GRAVEL AND SANDY GRAVEL. THE PRESENCE OF THIS SOILS TYPE SHALL BE VERIFIED BY THE COUNTY'S SOILS ENGINEERING REPRESENTATIVE BEFORE BEGINNING ANY WORK. FOUNDATIONS SHALL BEAR ON FIRM, UNDISTURBED NON-EXPANSIVE NATIVE SOIL OR APPROVED COMPACTED BACKFILL.
- JOBSITE SAFETY IS THE SOLE AND EXCLUSIVE RESPONSIBILITY OF THE GENERAL CONTRACTOR. THE RESPONSIBILITY COVERS HIS OWN WORK FORCE, ALL SUBCONTRACTORS, VISITING PERSONNEL, OFFICIALS, AND THE GENERAL PUBLIC WHICH MAY HAVE ACCESS TO THE JOBSITE. THE CONTRACTOR SHALL EXERCISE COMPLETE CONTROL OVER WHO HAS ACCESS TO THE JOBSITE TO ENSURE JOBSITE SAFETY.

REINFORCING NOTES

- REINFORCEMENT FOR CONCRETE AND MASONRY SHALL BE DEFORMED BARS CONFORMING TO LATEST ASTM SPEC. A-615. GRADE 60 STEEL SHALL BE USED EXCEPT THAT #4 BARS AND SMALLER MAY BE GRADE 40 STEEL.
- CONTINUOUS BARS SHALL EXTEND FULL LENGTH OF MEMBER CONTAINING THEM AND MAY BE SPLICED ONLY WHERE NOTED ON THE PLANS. HORIZONTAL TEMPERATURE REINFORCEMENT MAY BE SPLICED BY LAPPING BARS 40 BAR DIAMETERS IN MASONRY AND 30 BAR DIAMETERS IN CONCRETE BUT NOT LESS THAN 24" (STAGGER SPLICES).
- WIRE MESH SHALL CONFORM TO ASTM A-185, LAP 12" WHERE SPLICED.
- ALL REINFORCEMENT ANCHOR BOLTS AND OTHER ANCHORAGES PLACED IN TO MASONRY AND CONCRETE SHALL BE ACCURATELY PLACED AND POSITIVELY SECURED AND SUPPORTED BY CONCRETE BLOCKS, METAL CHAIRS, SPACERS, OR METAL HANGERS, AND SHALL BE IN POSITION BEFORE CONCRETE PLACING OR GROUTING IS BEGUN.
- DOWELS SHALL BE PROVIDED AT ALL POUR JOINTS AND SHALL BE THE SAME SIZE AND SPACING AS REINFORCING DIRECTLY BEYOND POUR JOINTS. MINIMUM LAP SHALL BE 50 BAR DIAMETERS.
- ALL REINFORCING SHALL BE SUPPORTED IN CONFORMANCE WITH THE "LATEST MANUAL OF STANDARD PRACTICE FOR REINFORCED CONCRETE CONSTRUCTION", LATEST EDITION.

CONCRETE NOTES

- ALL CONCRETE SHALL HAVE A MINIMUM ULTIMATE COMPRESSIVE STRENGTH OF 3250 PSI AT 28 DAYS (DESIGN IS BASED UPON 2500 PSI CONCRETE). AGGREGATES SHALL CONFORM TO ASTM C 33.
- THE LOCATION OF ALL CONSTRUCTION JOINTS SHALL BE APPROVED BY THE STRUCTURAL ENGINEER.
- CEMENT FOR CONCRETE SHALL BE TYPE I OR II PORTLAND CEMENT CONFORMING TO ASTM C 150.
- NO PIPES OR DUCTS SHALL BE PLACED IN STRUCTURAL CONCRETE UNLESS SPECIFICALLY DETAILED. SEE MECHANICAL AND/OR ELECTRICAL DRAWINGS FOR LOCATION OF SLEEVES THROUGH WALLS AND FLOORS.
- CONCRETE COVER FOR REINFORCING BARS SHALL BE 3" FOR CONCRETE POURED DIRECTLY AGAINST THE GROUND, 2" FOR CONCRETE EXPOSED TO THE GROUND OR WEATHER BUT PLACED IN FORMS.
- DRYPACK SHALL BE ONE PART CEMENT AND THREE PARTS SAND (BY VOLUME).

MASONRY NOTES

- CONCRETE BLOCKS SHALL BE MEDIUM WEIGHT UNITS CONFORMING TO ASTM C-90 GRADE N-1. SOLID GROUT ALL CELLS (f_m = 1500 PSI). USE DOUBLE AND/OR SINGLE OPEN END UNITS THROUGHOUT. MANUFACTURER TO PROVIDE CERTIFICATE OF COMPLIANCE FOR EFFLUORESCENCE NON-CONTRIBUTING BLOCK.
- SAND SHALL CONFORM TO ASTM C-144. NO SALTS OR ALKALI.
- CEMENT FOR MASONRY SHALL BE SAME AS THAT FOR CONCRETE (LOW ALKALI).
- MORTAR MIX SHALL BE ONE PART CEMENT, 3.75 PARTS SAND, AND 25 PART HYDRATED LIME (BY VOLUME). TOOL ALL JOINTS.
- GROUT MIX SHALL BE ONE PART CEMENT, THREE PARTS SAND, AND TWO PARTS PEA GRAVEL (BY VOLUME). MECHANICALLY VIBRATE ALL GROUT.
- CONTINUOUS INSPECTION BY A REGISTERED DEPUTY INSPECTOR IN ACCORDANCE WITH U.B.C. SECTION 306(a) SHALL BE PROVIDED FOR MASONRY CONSTRUCTION.
- WATERPROOFING SHALL BE BY URETHANE, ACRYLIC, SILOXAN, OR SILANE SEALANTS, APPLIED PER MANUFACTURER'S RECOMMENDATIONS.

STEEL NOTES

- STRUCTURAL AND MISCELLANEOUS STEEL SHALL BE A-36 UNLESS NOTED OTHERWISE AND SHALL BE FABRICATED IN ACCORDANCE WITH THE LATEST AISC SPECIFICATION FOR THE DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS. FABRICATOR SHALL BE APPROVED BY BUILDING DEPARTMENT.
- ALL WELDING SHALL BE PERFORMED BY CERTIFIED WELDERS. CONTINUOUS INSPECTION IS REQUIRED OF ALL FIELD WELDING.
- SHOP DRAWINGS FOR STRUCTURAL AND MISCELLANEOUS STEEL SHALL BE SUBMITTED FOR APPROVAL PRIOR TO FABRICATION.
- BOLTS SHALL CONFORM TO ASTM A 307 OR BETTER, UNLESS NOTED OTHERWISE.
- ALL WELDS SHALL CONFORM TO AWS A5.1 AND AWS D1.1, STRUCTURAL WELDING CODE.
- HOLES FOR BOLTS IN STEEL SHALL BE OF SAME DIAMETER AS BOLT + 1/16" MAXIMUM.
- NO STRUCTURAL STEEL MEMBER SHALL BE CUT FOR PIPES, DUCTS, ETC., UNLESS SPECIFICALLY DETAILED AND APPROVED BY STRUCTURAL ENGINEER.

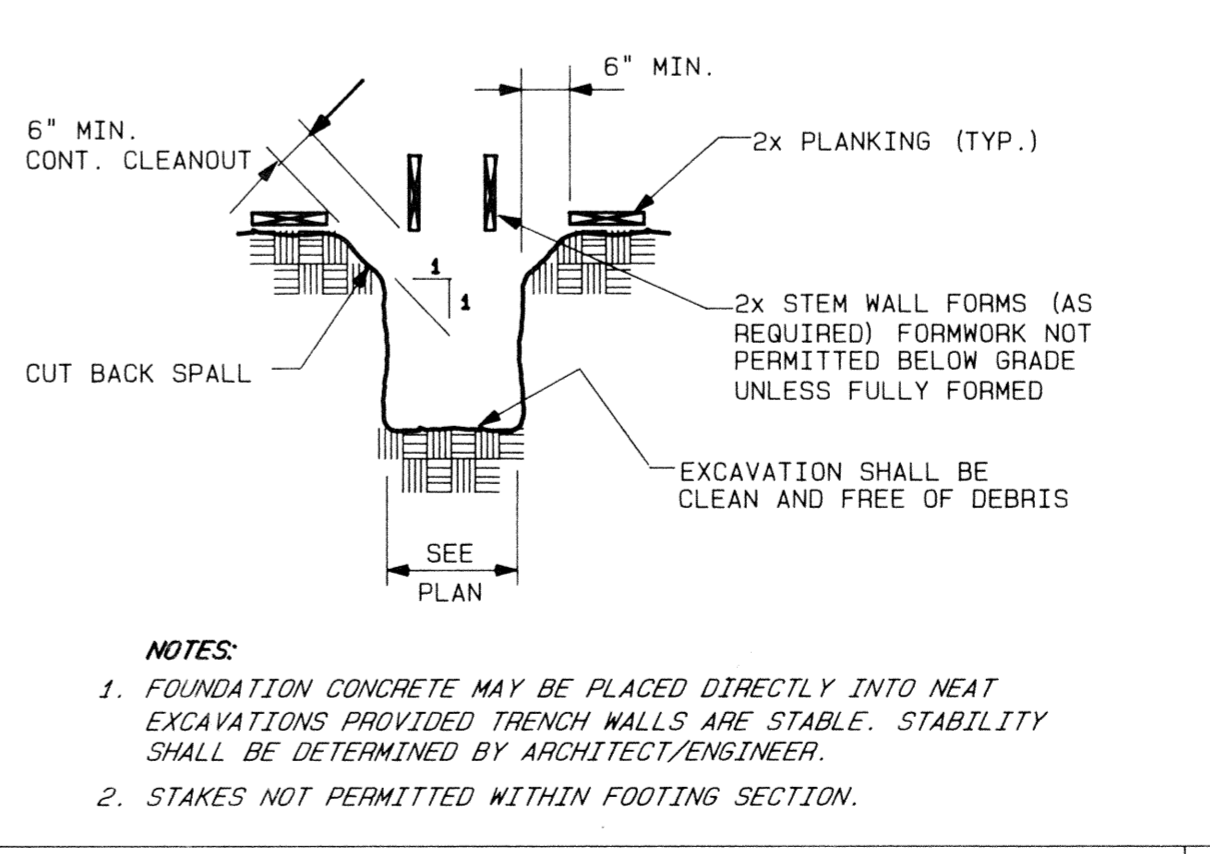
WOOD NOTES

- ALL LUMBER SHALL BE GRADE MARKED BY AN APPROVED AGENCY TO CONFORM TO 1981 GRADING RULES NO. 16 FOR WEST COAST LUMBER AS PUBLISHED BY WCLB, OR EQUAL, IN ACCORDANCE WITH PROVISIONS OF U.S. VOLUNTARY PRODUCT STANDARD P.S. 20-70. LUMBER GRADES SHALL BE AS FOLLOWS, UNLESS NOTED OTHERWISE:
2 X WALL FRAMING: CONSTRUCTION GRADE DOUGLAS FIR (D.F.) OR BETTER
2 X 6 AND DEEPER: NO 2 D.F.
4 X PLATES, LEDGES AND POSTS: NO 2 D.F.
4 X BEAMS: NO 1 D.F.
- WOOD PLATES RESTING ON CONCRETE SLABS ON GRADE AND CONCRETE FOOTINGS SHALL BE PRESSURE TREATED DOUGLAS FIR.
- PLYWOOD SHALL BE CD-INTERIOR WITH EXTERIOR GLUE CONFORMING TO UNITED STATES PRODUCT STANDARD 1-74. SEE PLANS FOR PANEL INDEX, THICKNESS AND NAILING.
- HOLES FOR BOLTS IN WOOD SHALL BE OF SAME DIAMETER AS BOLT + 1/32" MAXIMUM. BOLTS AND LAG SCREWS BEARING ON WOOD SHALL HAVE STEEL OR MALLEABLE IRON WASHERS OF STANDARD SIZE.
- ALL NAILS SHALL BE "COMMON NAILS" AND OF A LENGTH SUFFICIENT TO PROVIDE THE MINIMUM PENETRATIONS SPECIFIED IN TABLE 25-G OF THE U.B.C.
- PREFABRICATED ROOF TRUSSES TO BE DESIGNED AND CONSTRUCTED BY THE TRUSS MANUFACTURER. TRUSS CALCULATIONS AND DRAWINGS SHALL BE SUBMITTED TO THE STRUCTURAL ENGINEER AND COUNTY FOR APPROVAL PRIOR TO FABRICATION. TRUSSES SHALL BE BRACED DURING INSTALLATION IN ACCORDANCE WITH MANUFACTURER'S WRITTEN RECOMMENDATIONS.

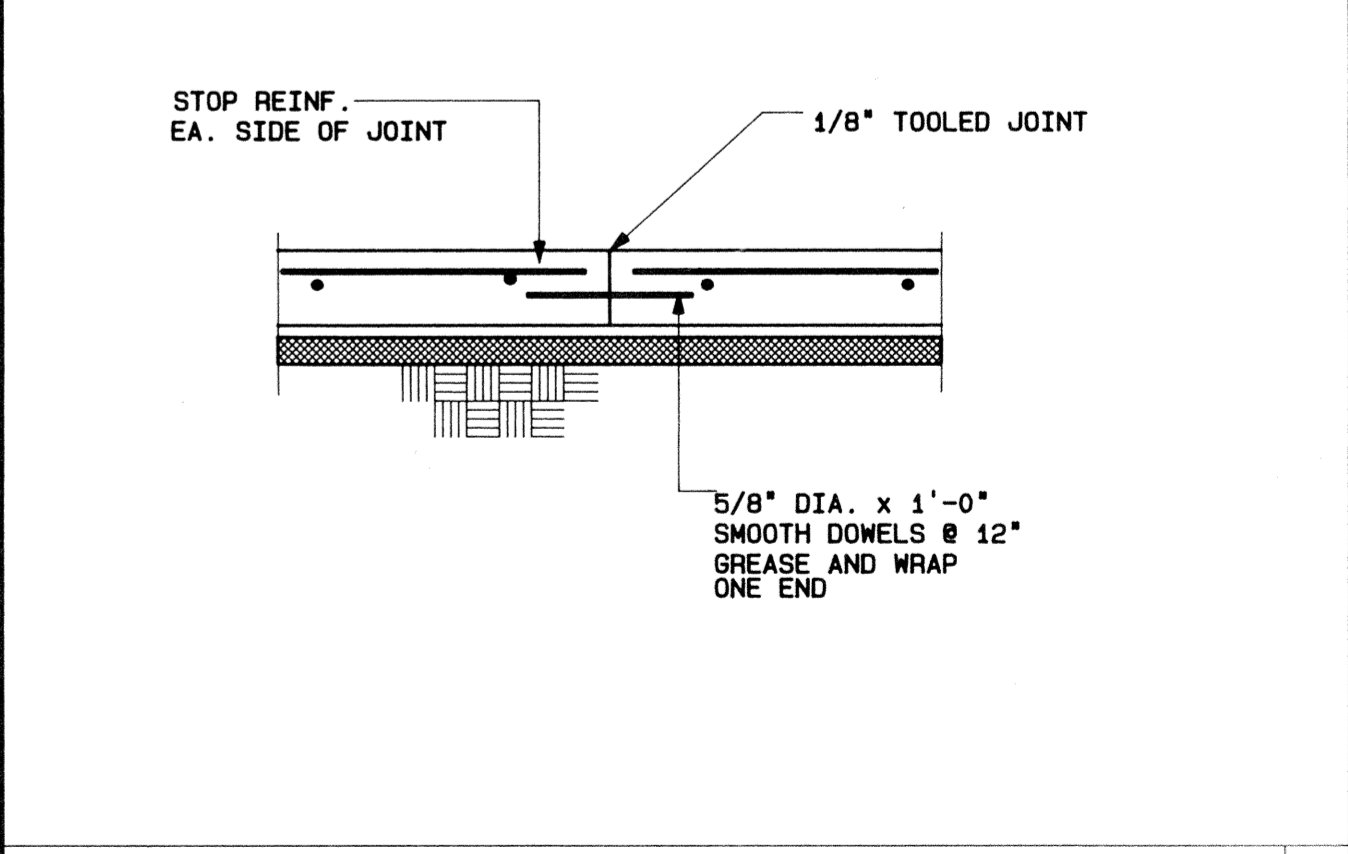
DESIGN LOADS:
TOP CHORD (2X6 MIN.) DL 14 PSF LL 16 PSF
BOTTOM CHORD (2X8 MIN.) DL 5 PSF LL 10 PSF (NOT REQUIRED TO BE APPLIED SIMULTANEOUSLY WITH TOP CHORD LL)
TOP CHORD SEISMIC LOAD 3500 LB COMPRESSION
BOTTOM CHORD SEISMIC LOAD 1100 LB TENSION

PLYWOOD SHALL CONFORM TO UNITED STATES PRODUCT STANDARD 1-83. SEE PLANS FOR GRADE PANEL INDEX (OR NUMBER OF PILES), THICKNESS, AND NAILING.
SEE TABLE 25-Q OF BUILDING CODE FOR NAILING OF WOOD MEMBERS NOT SPECIFICALLY DETAILED ON PLANS.
HOLES FOR BOLTS IN WOOD SHALL BE OF SAME DIAMETER AS BOLT + 1/32" MAXIMUM. BOLTS AND LAG SCREWS BEARING ON WOOD SHALL HAVE STEEL OR MALLEABLE IRON WASHERS OF STANDARD SIZE.

AS BUILT
COMPLETED
AUGUST 28, 1994



TYPICAL FOOTING EXCAVATION 2



CONSTRUCTION JOINT IN CONCRETE SLAB 1

TYPICAL STRUCTURAL DETAILS

ASL Consulting Engineers
ARCADIA (818) 447-4494
IRVINE (714) 727-7099
PALM SPRINGS (619) 320-3580
RANCHO CUCAMONGA (714) 989-8983
CAMARILLO (805) 388-2304
SAN DIEGO (619) 673-5505

DESIGNED BY JP/DAK CHECKED BY JSF/DEM SCALE AS SHOWN FILE NO. 1601.030.1
DRAWN BY DAK DATE 4/93

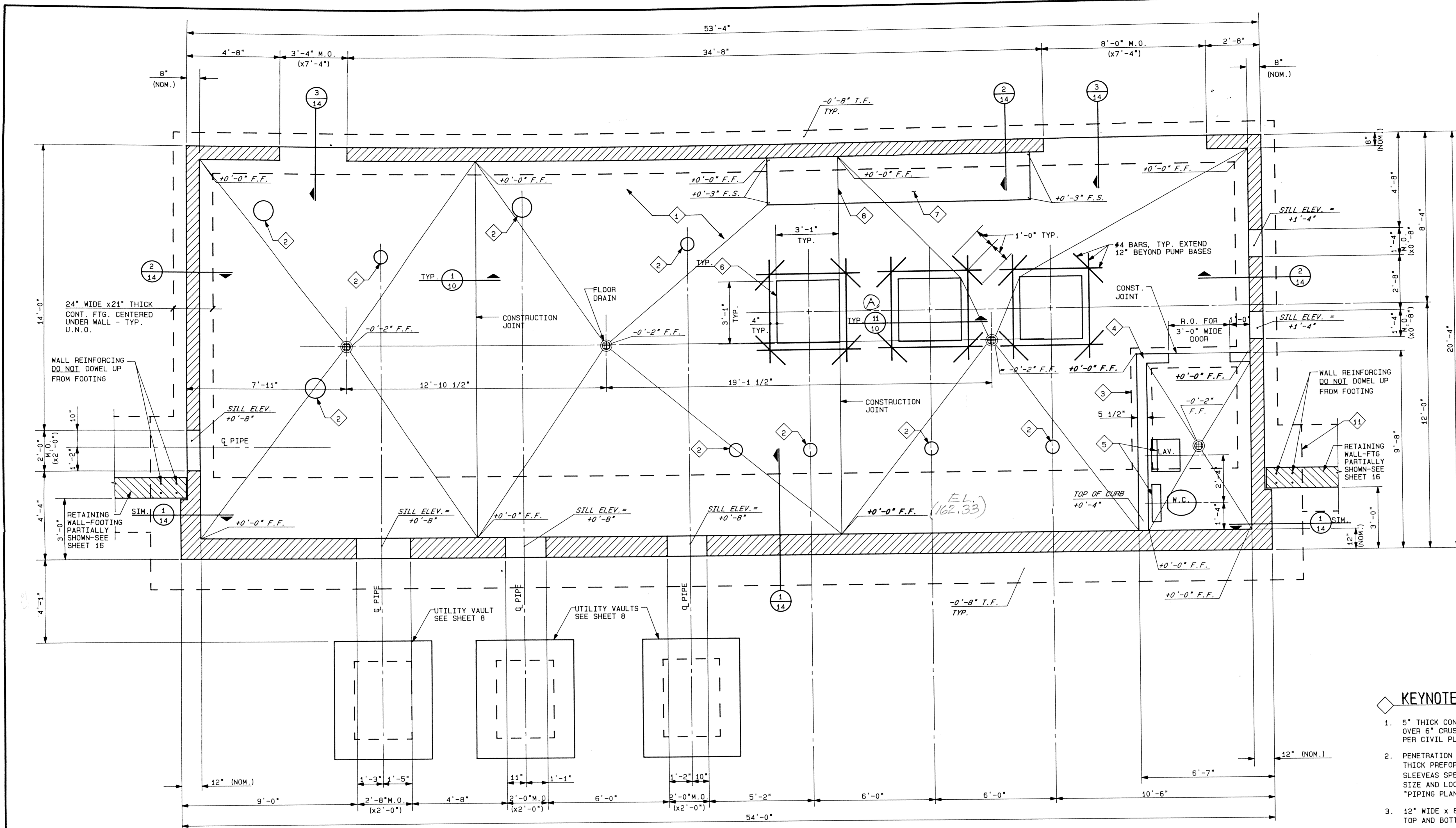
APPROVED BY DEAN EPITHECORN DATE 5-9-93

LOS ANGELES COUNTY WATERWORKS DISTRICTS

CITY OF LOMITA CITY WATER SYSTEM

IMPROVEMENTS FOR PUMPING AND PRESSURE REGULATING STATION AT 26255 APPIAN WAY

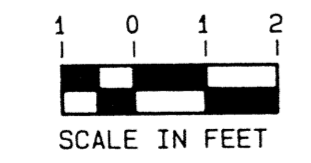
SPEC. NO. WWD 13-80 SHEET 10
JOB NO. Y513363L OF
DRAWING NO. 13.80.10 OF 24 SHEETS



AS BUILT
 COMPLETED
 AUGUST 26, 1994

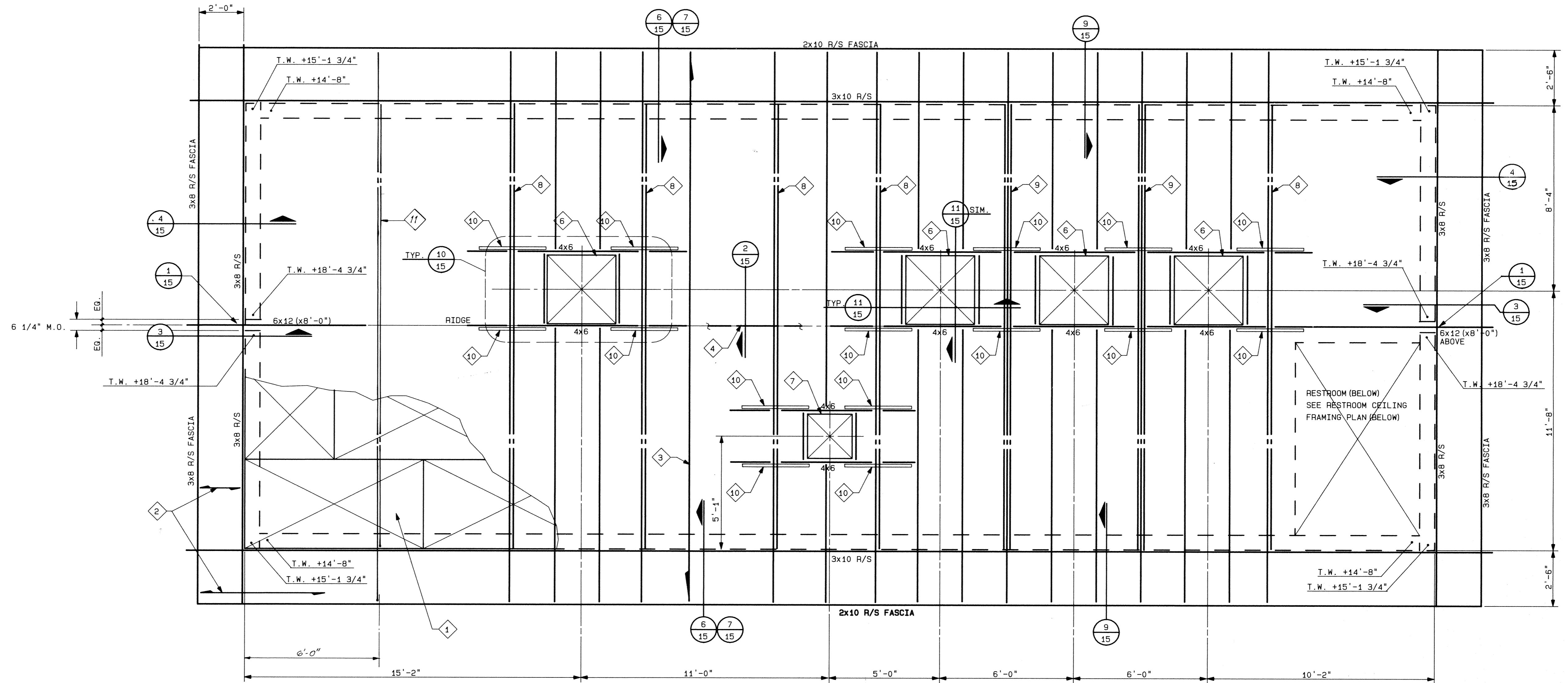
- KEYNOTES**
- 5" THICK CONCRETE SLAB-ON-GRADE WITH #3 @ 12" EACH WAY OVER 6" CRUSHED ROCK BASE. TOP OF SLAB ELEVATION 162.33. PER CIVIL PLANS. TO BE USED AS DATUM +0'-0".
 - PENETRATION THROUGH FLOOR SLAB FOR PIPING. PROVIDE 1/4" THICK PREFORMED EXPANSION STRIP BETWEEN SLAB AND PIPE SLEEVEAS SPECIFIED AT DETAIL 10 ON SHEET 10 (SIMILAR). FOR SIZE AND LOCATION OF PIPE PENETRATIONS, SEE SHEETS 8 & 9, "PIPING PLAN" AND "PIPING SECTIONS".
 - 12" WIDE x 8" THICK CONCRETE FOOTING WITH 1-#4 CONTINUOUS TOP AND BOTTOM.
 - RAISED CONCRETE CURB WITH 2x6 STUDS @ 16", 2x6 CONTINUOUS P.T. PLATE WITH 1/2" DIA. (x10" LONG) ANCHOR BOLTS @ 32".
 - PROVIDE PLUMBING FOR LAVATORY AND WATER CLOSET AND BATHROOM ACCESSORIES PER SPECIFICATIONS.
 - PROVIDE 1/4" THICK PREFORMED EXPANSION STRIP BETWEEN SLAB AND PUMP PAD PENETRATIONS THROUGH SLAB.
 - LEVEL EQUIPMENT PAD. EXTEND 3" BEYOND FOOTPRINT OF EQUIPMENT CABINET. VERIFY SIZE WITH EQUIPMENT SUPPLIER BEFORE POURING.
 - EXTEND CONSTRUCTION JOINT THROUGH EQUIPMENT PAD.
 - F.F. DENOTES FINISH FLOOR ELEVATION.
 - T.F. DENOTES TOP OF FOOTING ELEVATION.
 - PROVIDE CONSTRUCTION JOINT AT FOOTING WITH A LAYER OF 20# BUILDING PAPER BETWEEN POURS. PROVIDE CONTROL JOINT AT WALL PER DETAIL 9 ON SHEET 10.

FOUNDATION PLAN
 SCALE: 3/8"=1'-0"



REFER TO SECTION 7.10.4.1 OF THE STANDARD SPECIFICATIONS REGARDING SAFETY ORDERS

ASL Consulting Engineers S.E. 2978		ARCADIA (818) 447-4494 IRVINE (714) 727-7099 PALM SPRINGS (619) 320-3580 RANCHO CUCANONGA (714) 989-8983 CAMARILLO (805) 388-2304 SAN DIEGO (619) 673-5505	FILE NO. 1601.030.1 SCALE AS SHOWN	DESIGNED BY: JPS/DAK DRAWN BY: DAK CHECKED BY: JSD/DAK DATE: 4/93	DATE: 5-4-93 DRAWN BY: DAK CHECK BY: JSD/DAK	CORRECTED DETAIL NUMBER: V.T. V.T.	LOS ANGELES COUNTY WATERWORKS DISTRICTS APPROVED BY: Dean Eptath... DATE: 5-4-93	DESIGN BY: JP DRAWN BY: DAK CHECK BY: DJN OPER. APPR.: SUBMIT'D BY: WAT	CITY OF LOMITA CITY WATER SYSTEM IMPROVEMENTS FOR PUMPING AND PRESSURE REGULATING STATION AT 26255 APPIAN WAY	SPEC. NO. WND 13-80 JOB NO. Y513363L DRAWING NO. 13.80.11	SHEET 11 OF 24 SHEETS
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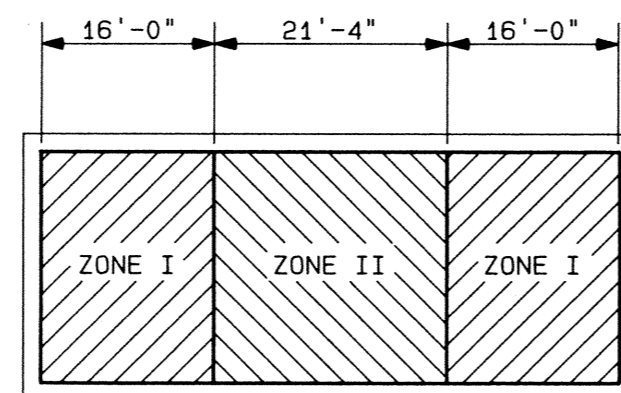


KEYNOTES

- 5/8" THICK CDX PLYWOOD ROOF SHEATHING (P.I. = 32/16). LAY WITH FACE GRAIN PERPENDICULAR TO FRAMING AND STAGGER PANEL EDGES. NAILING SHALL BE AS FOLLOWS:
 ZONE I - 10d @ 2 1/2" AT BOUNDARIES AND CONT. EDGES, STAGGERED, 10d @ 4" AT ALL OTHER EDGES, AND 10d @ 12" AT FIELD.
 BLOCK ALL PANEL EDGES WITH 3x BLOCKING.
 ZONE II - 10d @ 6" AT BOUNDARIES AND EDGES, 10d @ 12" AT FIELD.
 BLOCK ALL PANEL EDGES W/ 3x BLOCKING.
 SEE DIAPHRAGM NAILING DIAGRAM AT RIGHT FOR EXTENT OF ZONES I & II. NAILS SHALL BE OF SUFFICIENT LENGTH TO PROVIDE EXACTLY 1 5/8" PENETRATION. NAIL SHEATHING PRIOR TO BACKFILLING SOIL AGAINST WALLS.
- 1x6 T & G SHEATHING WITH 2-10d EACH BEARING. TYPICAL AT EAVES.
- PREFABRICATED TRUSSES @ 24" WITH 2x6 TOP AND BOTTOM CHORDS (MIN.), AND METAL GUSSET PLATE CONNECTORS.
- 2x SHAPED TRUSS BRIDGING AT RIDGE LINE FOR ENTIRE LENGTH OF BUILDING. SEE DETAIL 5 ON SHEET 15.
- 1/2" THICK CDX PLYWOOD SHEATHING (P.I. = 24/0) AT RESTROOM ROOF. LAY WITH FACE GRAIN PERPENDICULAR TO FRAMING. PROVIDE 8d @ 6" BOUNDARY AND EDGE NAILING AND 8d @ 12" FIELD NAILING (NO BLKG REQ'D).
- ROOF OPENING FOR 42"x42" SKYLIGHT. LOCATE AS SHOWN.
- 24"x24" CLEAR OPENING FOR EXHAUST FAN. LOCATE AS SHOWN. FRAME PER DETAIL 10 ON SHEET 15 (SIMILAR).
- PROVIDE DOUBLE TRUSSES EACH SIDE OF OPENING WITH 16d @ 12" AT TOP AND BOTTOM CHORDS.
- PROVIDE TRIPLE TRUSSES EACH SIDE OF OPENING WITH 1/2" DIA. M.B. @ 24" (STAGGERED) AT TOP AND BOTTOM CHORDS.
- PROVIDE SIMPSON MSTA36 STRAP (AND 3x BLOCKING) W/ 26-10d NAILS. CENTER STRAP ON MULTIPLE TRUSSES.
- PROVIDE DOUBLE TRUSSES NAILED TOGETHER W/ 10d @ 6" AT TOP CHORDS. PROVIDE 10d @ 5" PLYWOOD NAILING AT EACH TOP CHORD - STAGGER PLYWOOD NAILING.

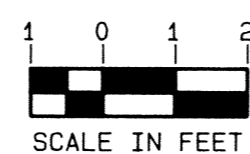
ROOF FRAMING PLAN

SCALE: 3/8"=1'-0"

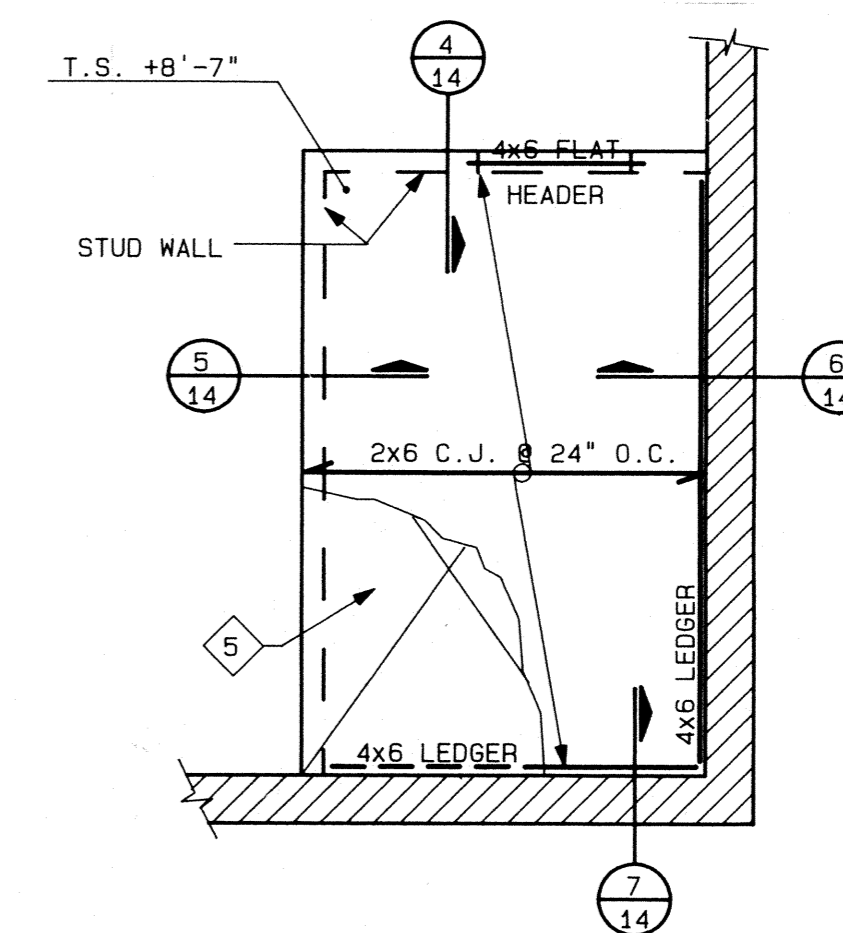


SEE KEYNOTE 1 FOR PLYWOOD AND NAILING REQUIREMENTS

DIAPHRAGM NAILING DIAGRAM



SCALE IN FEET



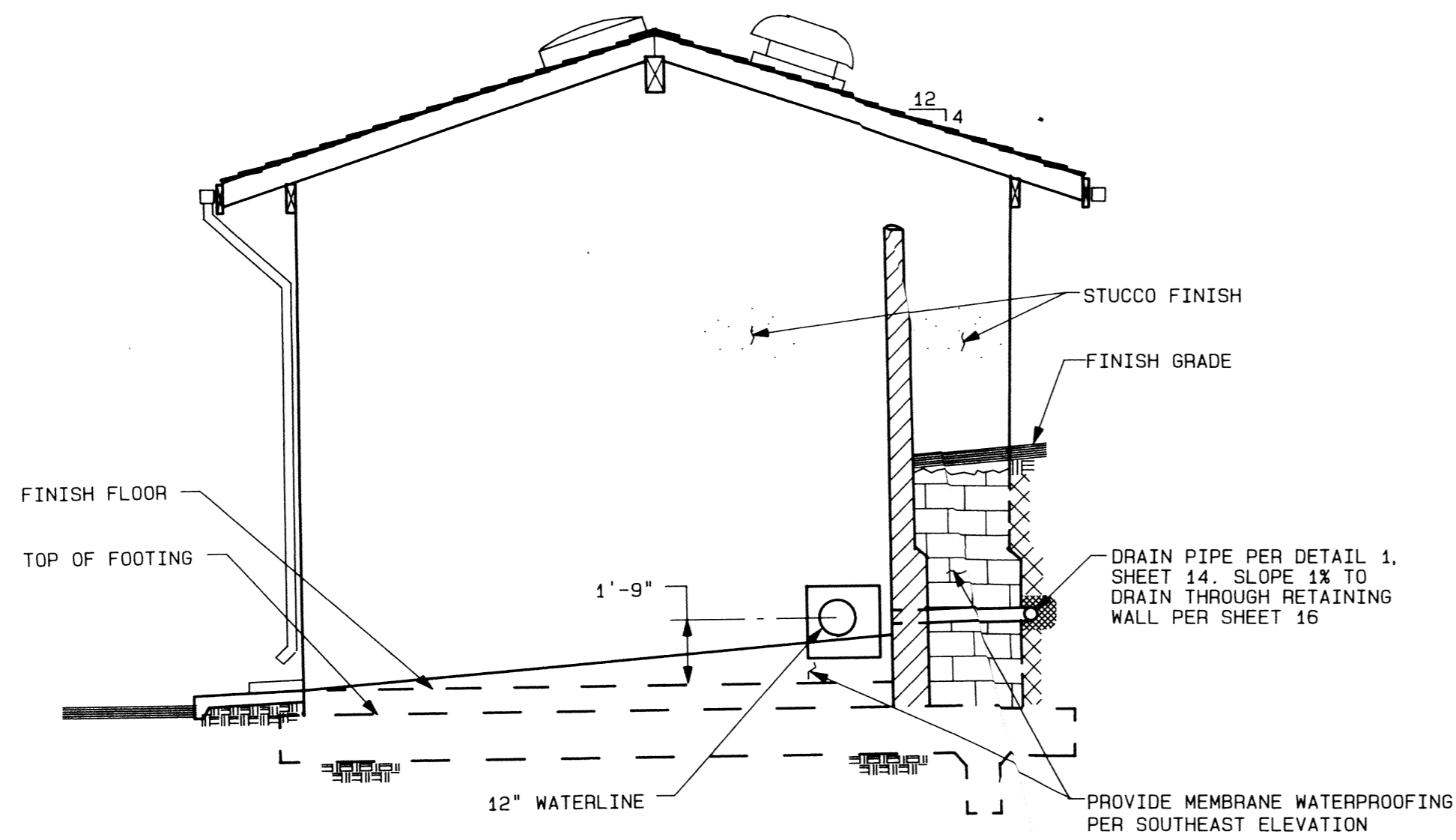
RESTROOM CEILING FRAMING PLAN

SCALE: 3/8"=1'-0"

AS BUILT
 COMPLETED
 AUGUST 26, 1994

REFER TO SECTION 7.10.4.1 OF THE STANDARD SPECIFICATIONS REGARDING SAFETY ORDERS.

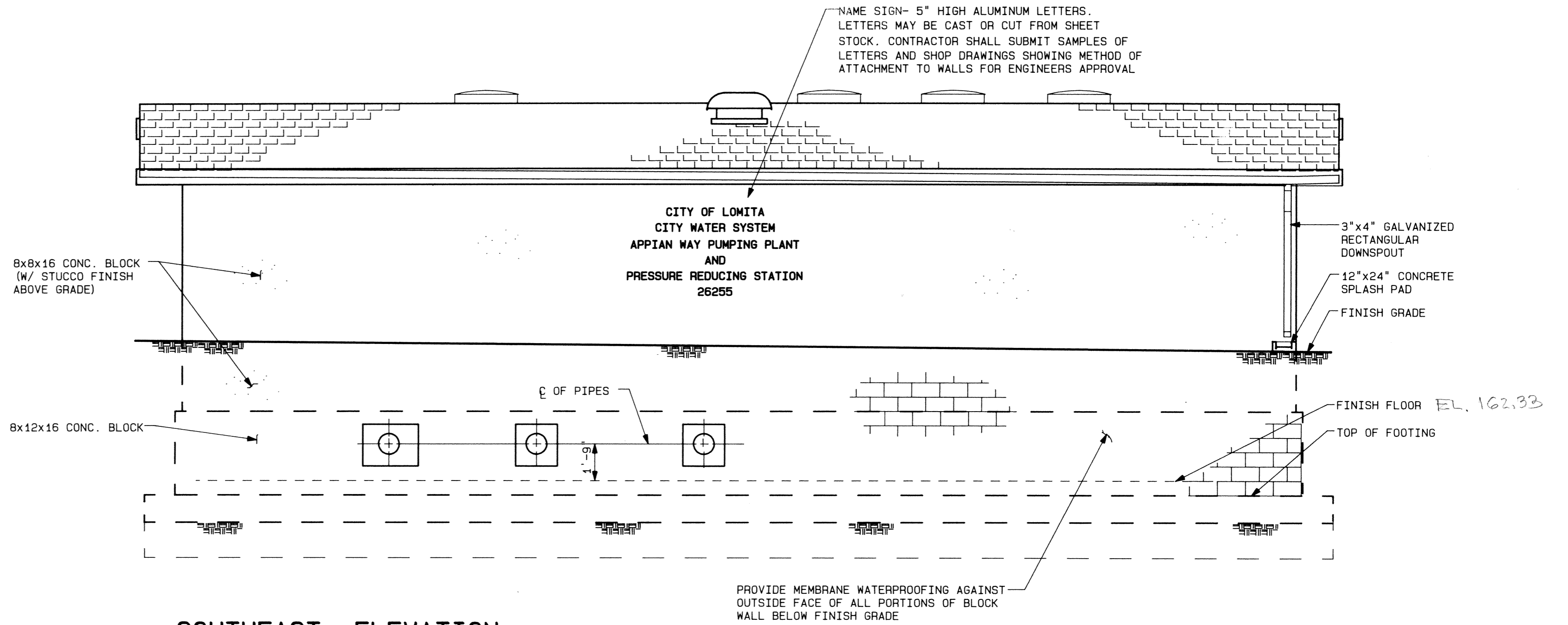
ASL Consulting Engineers 2978 S.E. 2978 S.E. 2978		■ ARCADIA (818) 447-4494 ■ IRVINE (714) 727-7099 ■ PALM SPRINGS (619) 320-3580 ■ RANCHO CUCAMONGA (714) 989-8983 ■ CAMARILLO (805) 388-2304 ■ SAN DIEGO (619) 673-5505	DESIGN BY: JP DRAWN BY: DAK CHECK BY: DEW OPER. APPR.: SUBMIT'D BY: W.J.	LOS ANGELES COUNTY WATERWORKS DISTRICTS APPROVED BY: Dean Ephraim 5-4-93	CITY OF LOMITA CITY WATER SYSTEM IMPROVEMENTS FOR PUMPING AND PRESSURE REGULATING STATION AT 26255 APPIAN WAY	SPEC. NO. WWD 13-80 JOB NO. Y513363L DRAWING NO. 13.80.12	SHEET 12 OF 24 SHEETS
DESTIGNED: FS/DAK DRAWN: DAK	CHECKED: JSF/DEK DATE: 4/93	SCALE: AS SHOWN	FILE NO. 1601.030.1	DATE: _____ DRAWN BY: _____ CHECK BY: _____ REVISION: _____	SUBMIT'D BY: _____ APPR'D BY: _____	DATE: _____	DATE: _____



SOUTHWEST ELEVATION

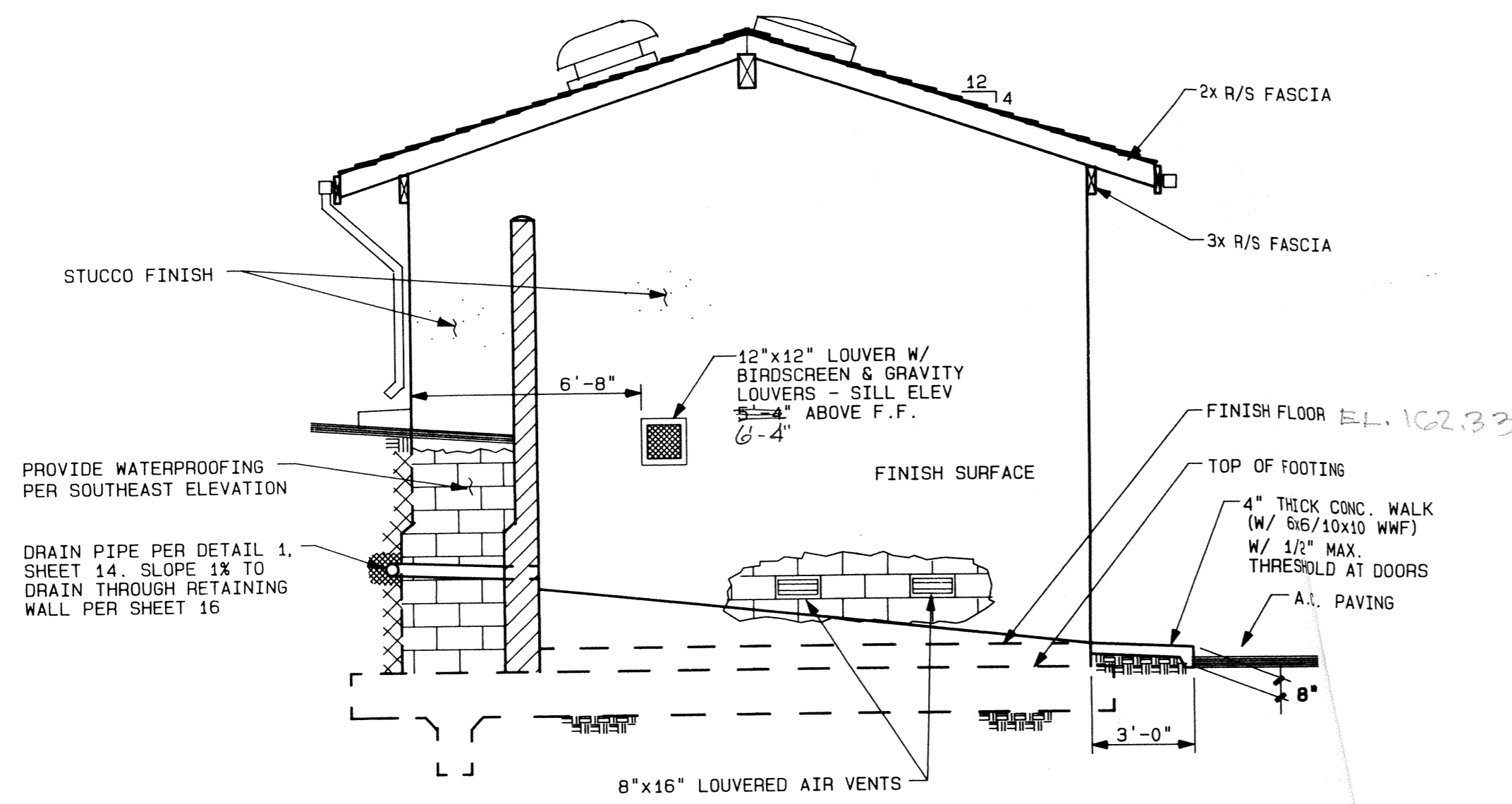
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NOTE: RETAINING WALL FOOTING NOT SHOWN



SOUTHEAST ELEVATION

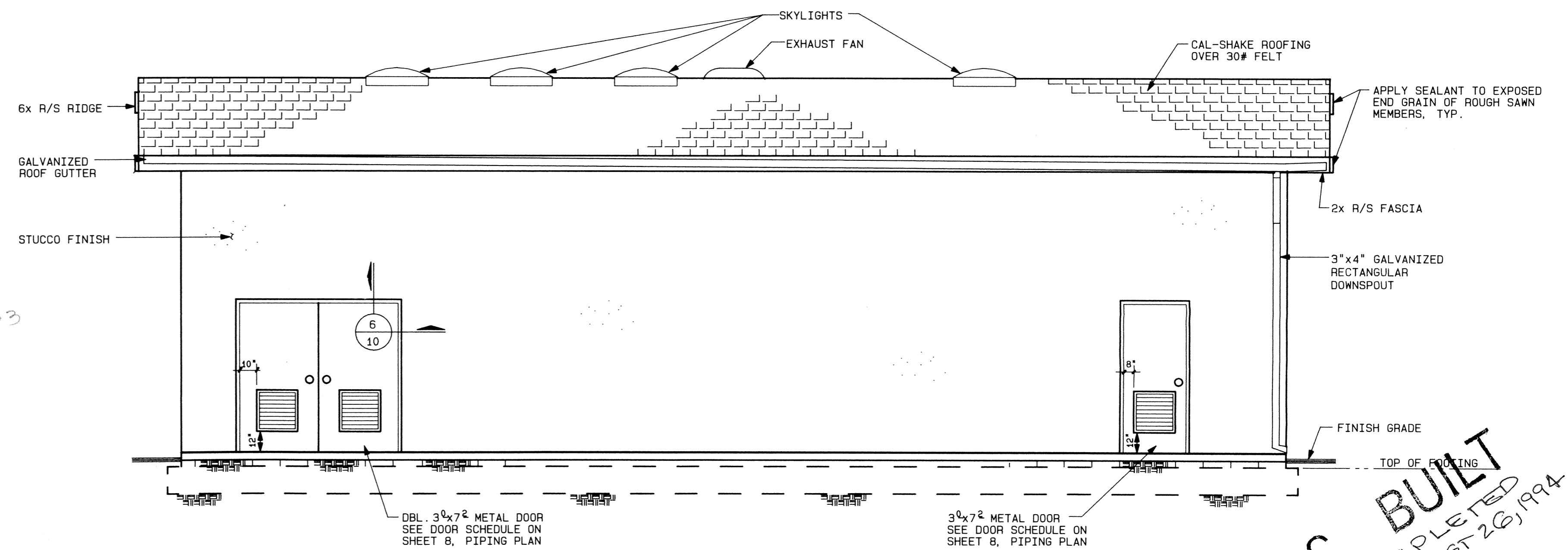
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NORTHEAST ELEVATION

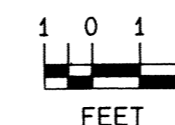
SCALE: 1/4"=1'-0"

NOTE: RETAINING WALL FOOTING NOT SHOWN



NORTHWEST ELEVATION

SCALE: 1/4"=1'-0"



NOTES:

- CONTRACTOR SHALL SUBMIT PAINT, CAL SHAKE, AND MASONRY UNIT SAMPLES TO THE CITY FOR COLOR AND TEXTURE SELECTION.
- PUMP STATION BUILDING SHALL BE CONSTRUCTED OF "PRECISION BLOCK" MASONRY UNITS WITH A PORTLAND CEMENT PLASTER EXTERIOR COATING. COLOR AND TEXTURE TO BE SELECTED BY THE CITY.
- ALL MASONRY WALLS ARE TO BE CONSTRUCTED OF SLUMPSTONE UNITS, 4" THICK WITH A SLUMPSTONE CAP. COLOR IS TO BE BEIGE.
- PAINT COLOR FOR BUILDING EXTERIOR DOORS (INSIDE AND OUTSIDE FACES), DOOR FRAMES, FASCIA, AND EAVES IS TO BE BROWN OR BEIGE. FINAL COLOR IS TO BE SELECTED BY THE CITY.
- CAL SHAKE COLOR SHALL BE WEATHERED CEDAR.
- ALL INTERIOR BUILDING SURFACES ABOVE SLAB LEVEL SHALL BE PAINTED WITH HIGH GLOSS ENAMEL - NAVAJO WHITE IN COLOR AND AS PER THE SPECIFICATIONS.
- METAL SURFACES INSIDE THE BUILDING INCLUDING PIPING, PIPE SUPPORTS, VALVES, PUMP DISCHARGE HEADS, ETC., SHALL BE PAINTED WITH A RUST INHIBITIVE PAINT AS PER THE SPECIFICATIONS.

AS BUILT
COMPLETED
AUGUST 26, 1994

REFER TO SECTION 7.10.4.1 OF THE STANDARD SPECIFICATIONS REGARDING SAFETY ORDERS.

BUILDING ELEVATIONS

ASL Consulting Engineers

- ARCADIA (818) 447-4494
- IRVINE (714) 727-7099
- PALM SPRINGS (619) 320-3580
- RANCHO CUCAMONGA (714) 989-8983
- CAMARILLO (805) 388-2304
- SAN DIEGO (619) 673-5505

DESIGNED BY JP/DAK CHECKED BY JSF/DEM SCALE AS SHOWN FILE NO. 1601.030.1

NO.	DATE	DRAWN BY	CHECK BY	REVISION

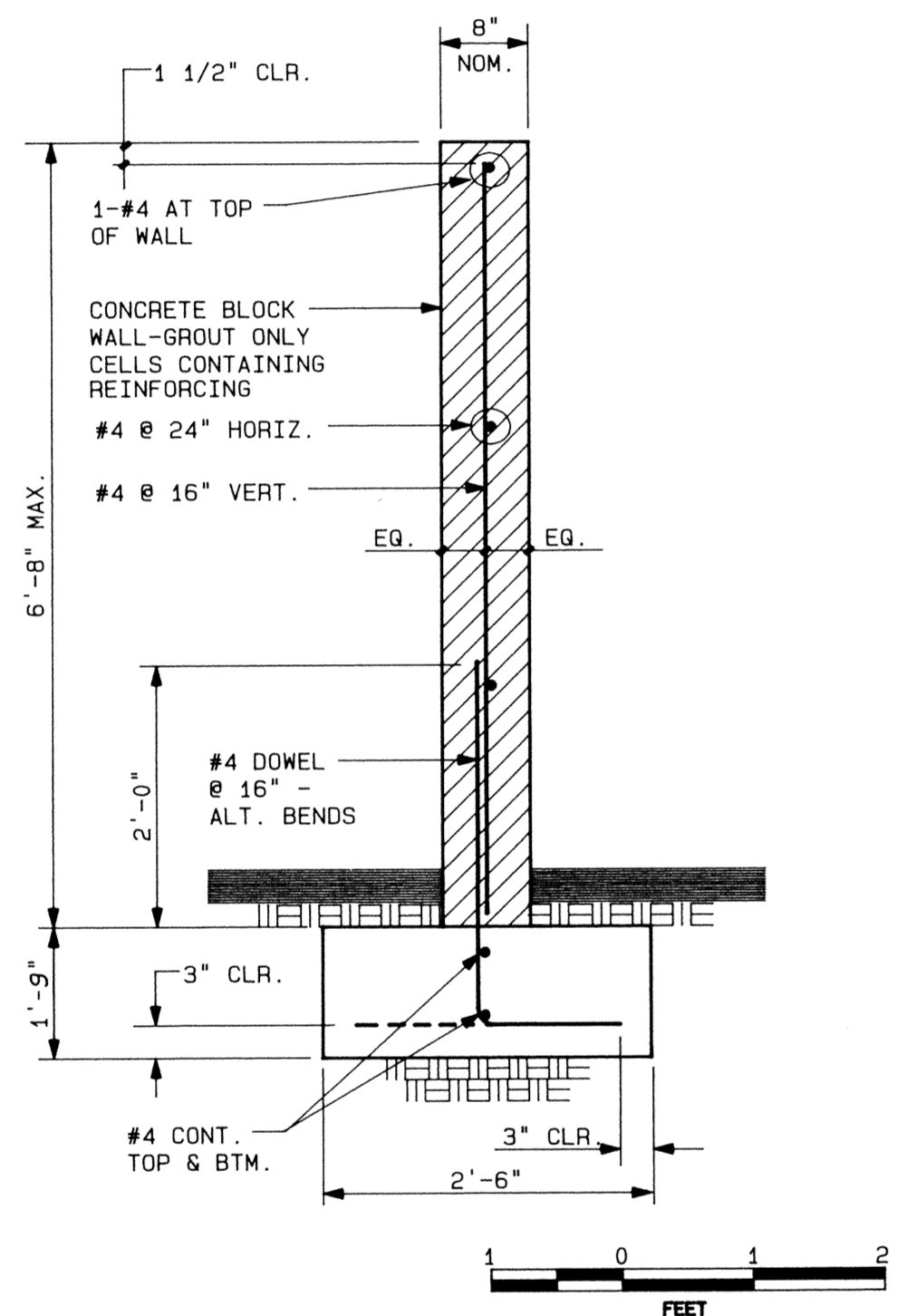
LOS ANGELES COUNTY WATERWORKS DISTRICTS

DESIGN BY JP
DRAWN BY DAK
CHECK BY DEN
OPER. APPR. WIT
SUBMIT'D BY WIT

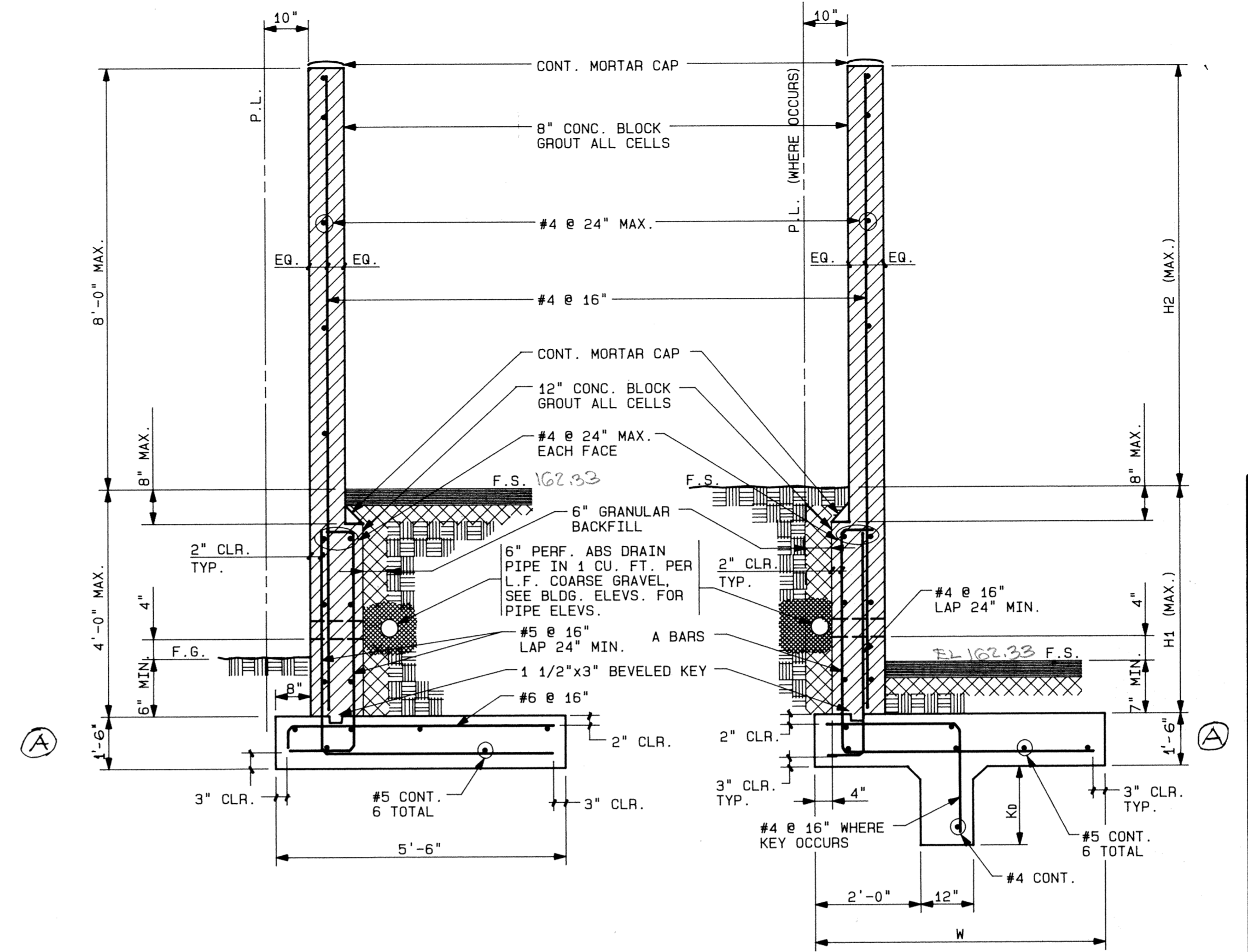
APPROVED BY Dean [Signature] DATE 5-4-93

CITY OF LOMITA CITY WATER SYSTEM
IMPROVEMENTS FOR PUMPING AND PRESSURE REGULATING STATION AT 26255 APPIAN WAY

SPEC. NO.	SHEET
WWD 13-80	13
JOB NO. Y513363L	OF
DRAWING NO. 13.80.13	24 SHEETS



TYP. FREESTANDING WALL SECTION 3/4" = 1'-0" 9

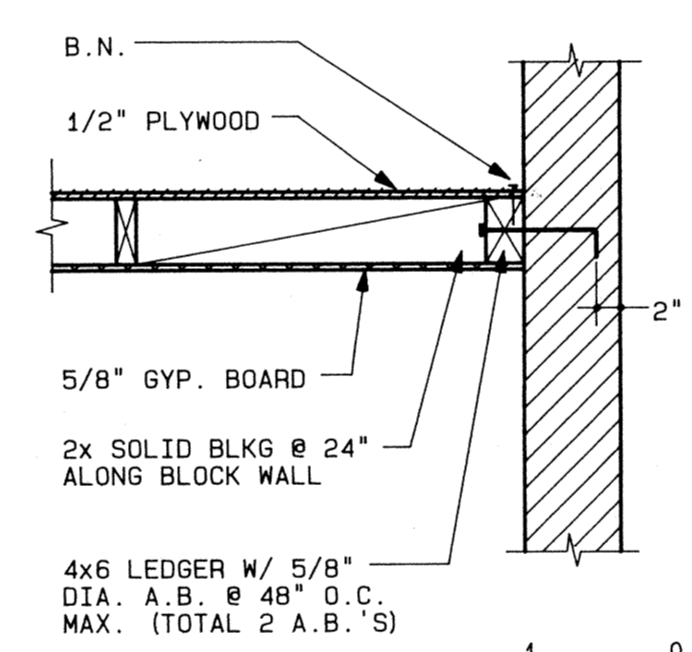


TYPICAL RETAINING WALL SECTION 10

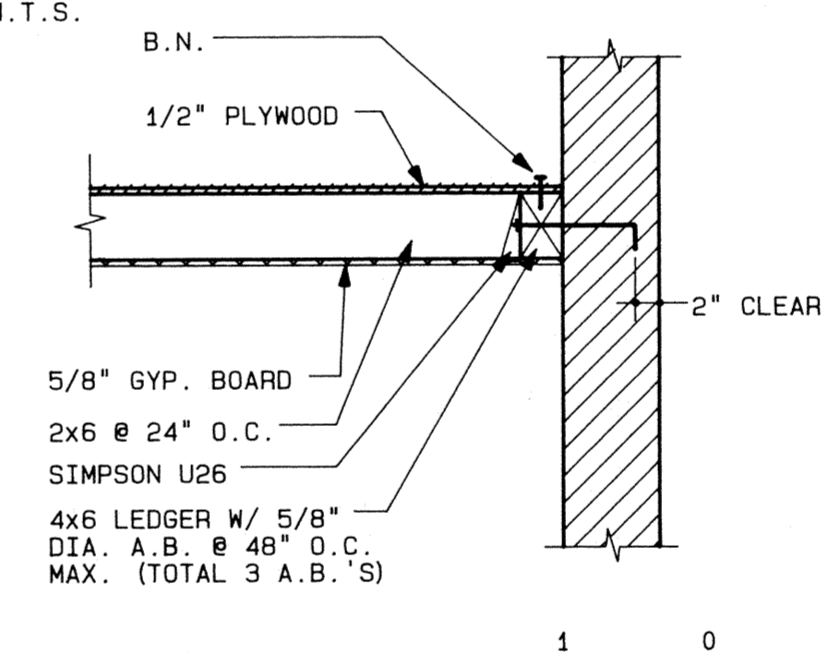
- Retaining Wall Notes:
- See grading plan for finish grade elevations.
 - Provide 3" dia. screened drain pipe at 8'-0" at all walls. Provide 4" dia. perforated cast iron drain pipe with 1 cubic ft per lineal ft gravel as shown. Slope drain pipe 1% min. to drain to suitable outlet.
 - See Sheet 5 for wall locations.
 - For stepped footing, see detail 7, sheet 10.
 - Place reinforcing for 8" and 12" block in alternate cells.

RETAINING WALL SCHEDULE				
H1	H2	W	Kg	A BARS
3'-4"	8'-0"	3'-0"		#4 @ 16"
5'-4"	8'-0"	5'-0"	2'-0"	#5 @ 16"
7'-4"	6'-0"	7'-0"	2'-9"	#6 @ 16"

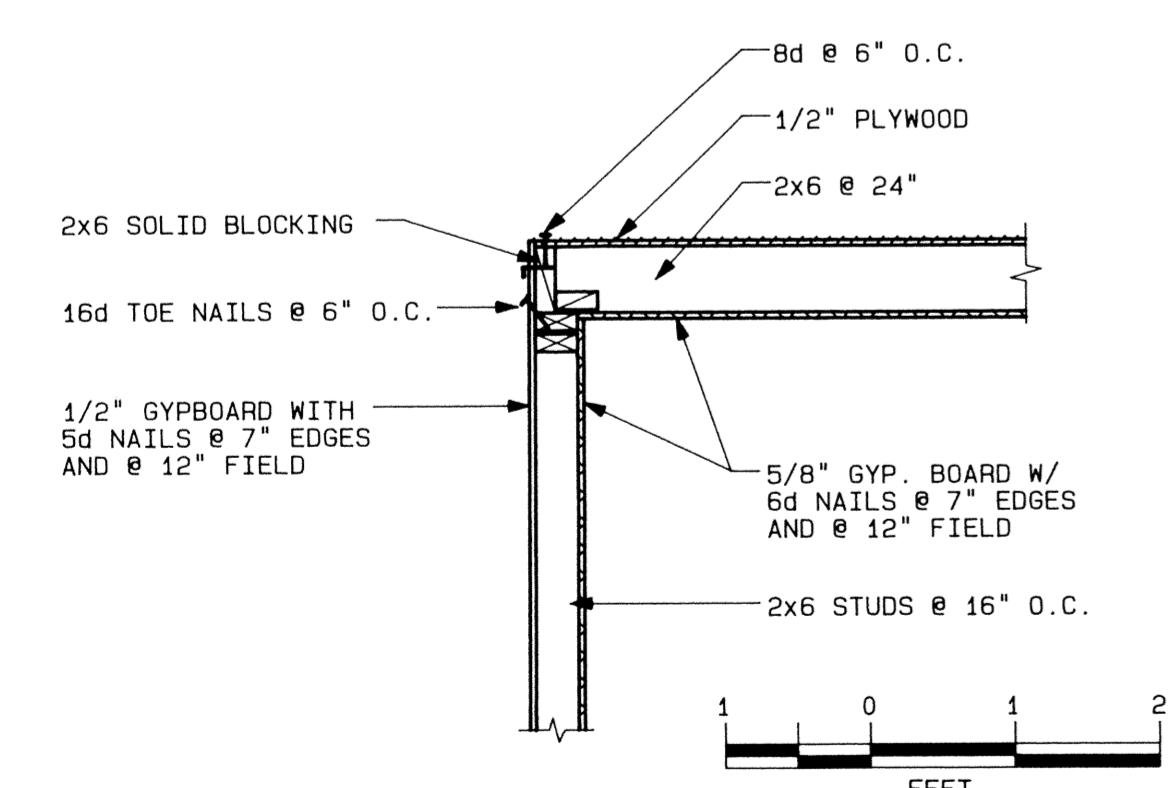
NOT USED



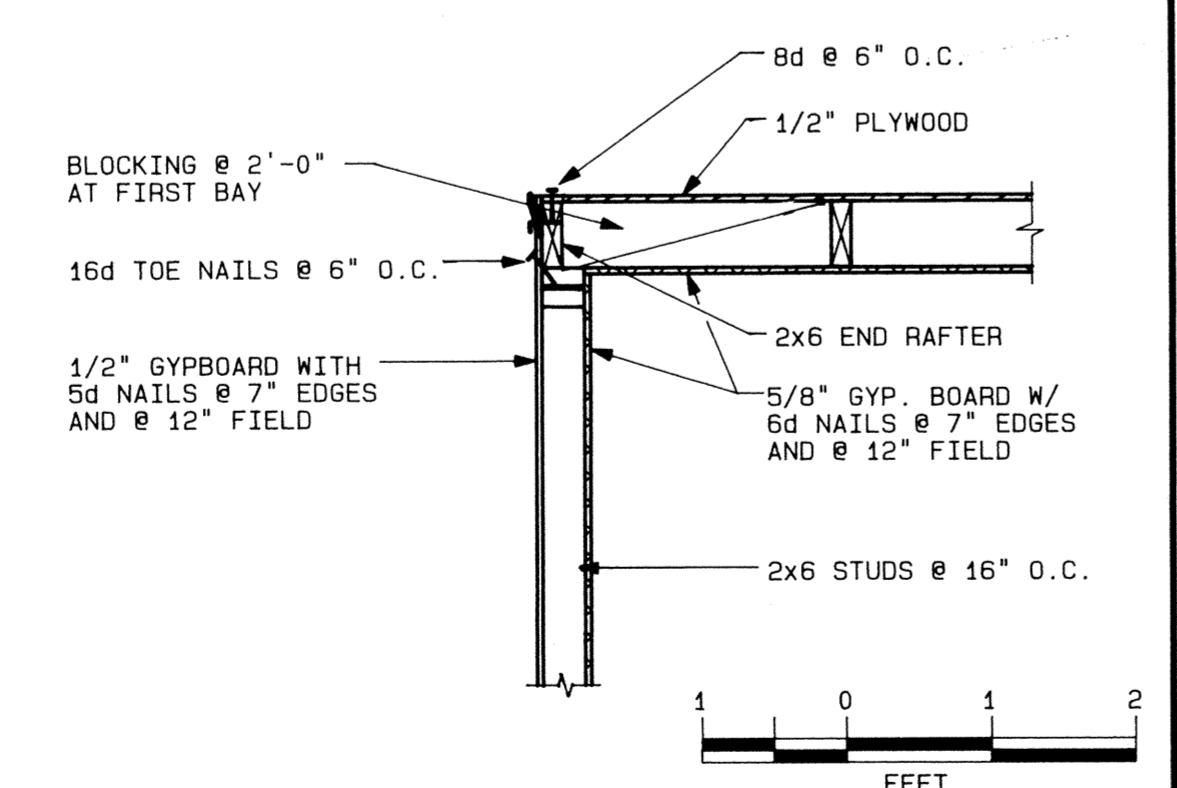
SEE DETAIL 4 THIS SHEET FOR GYP. BOARD NAILING CEILING FRAMING AT EXTERIOR WALL 3/4" = 1'-0" 8



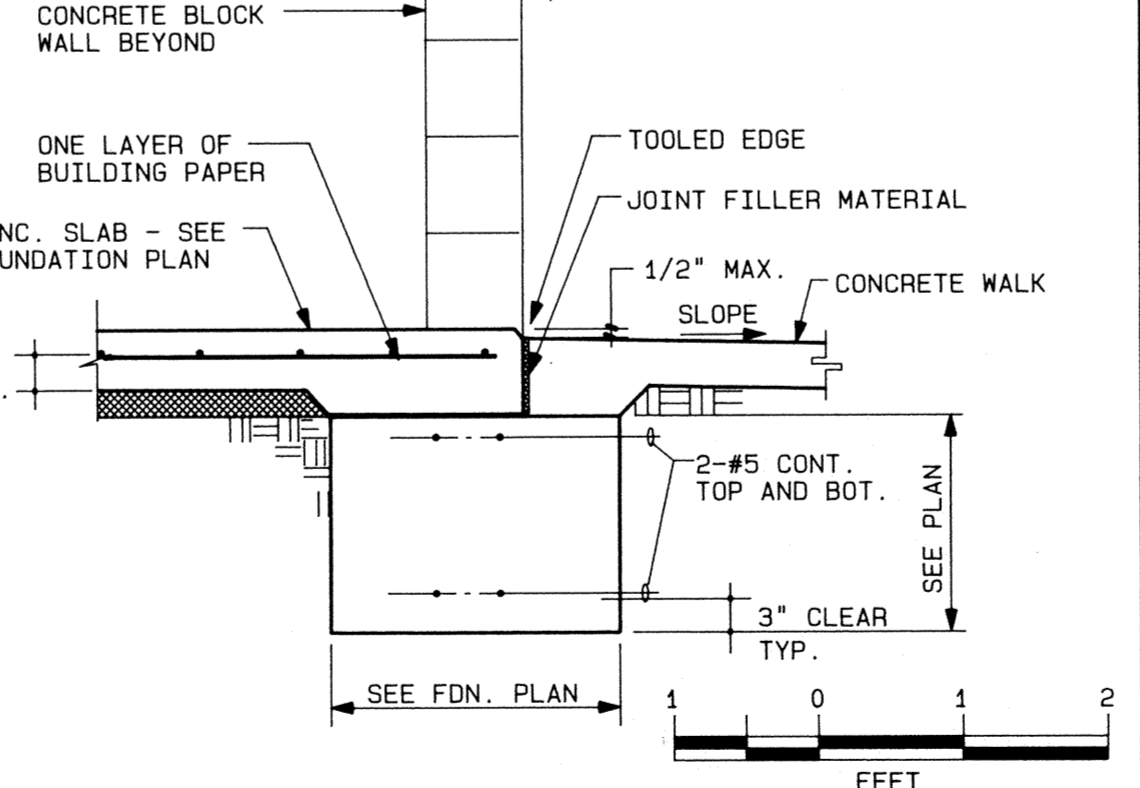
SEE DETAIL 5 THIS SHEET FOR GYP. BOARD NAILING CEILING FRAMING AT EXTERIOR WALL 3/4" = 1'-0" 6



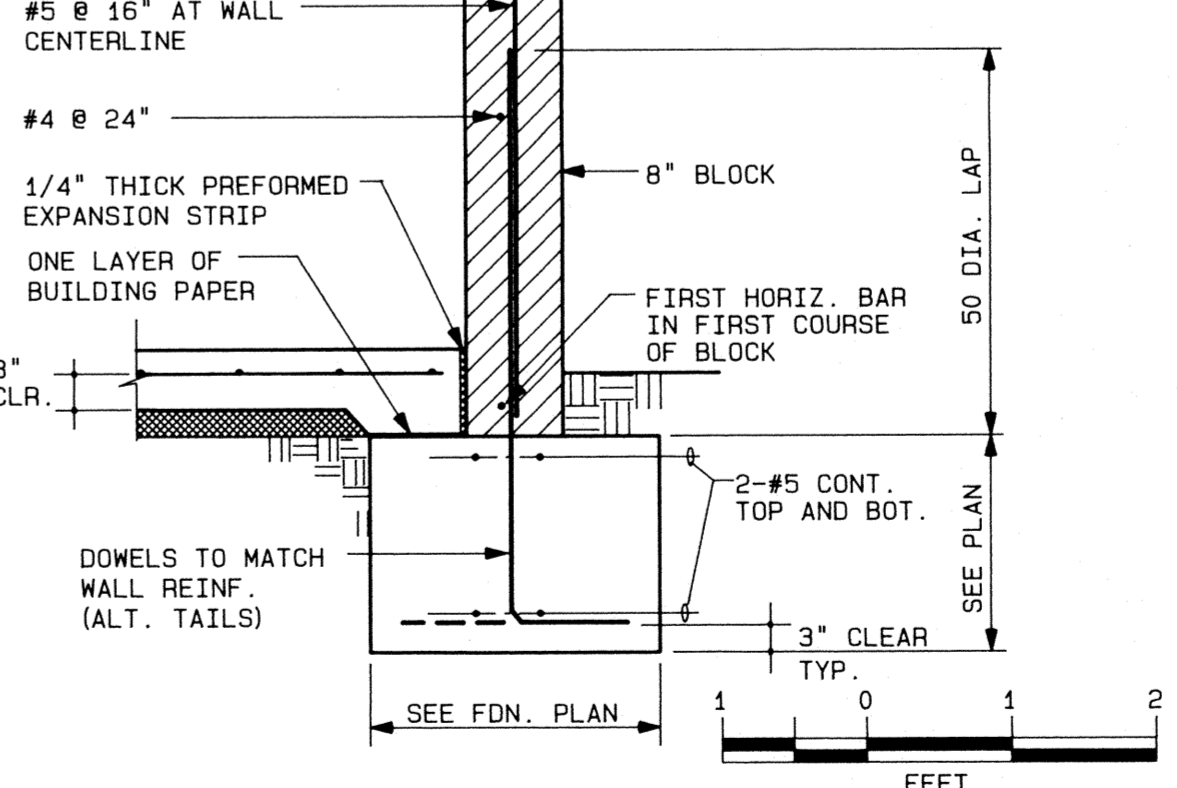
CEILING FRAMING AT FRAMED WALL 3/4" = 1'-0" 5



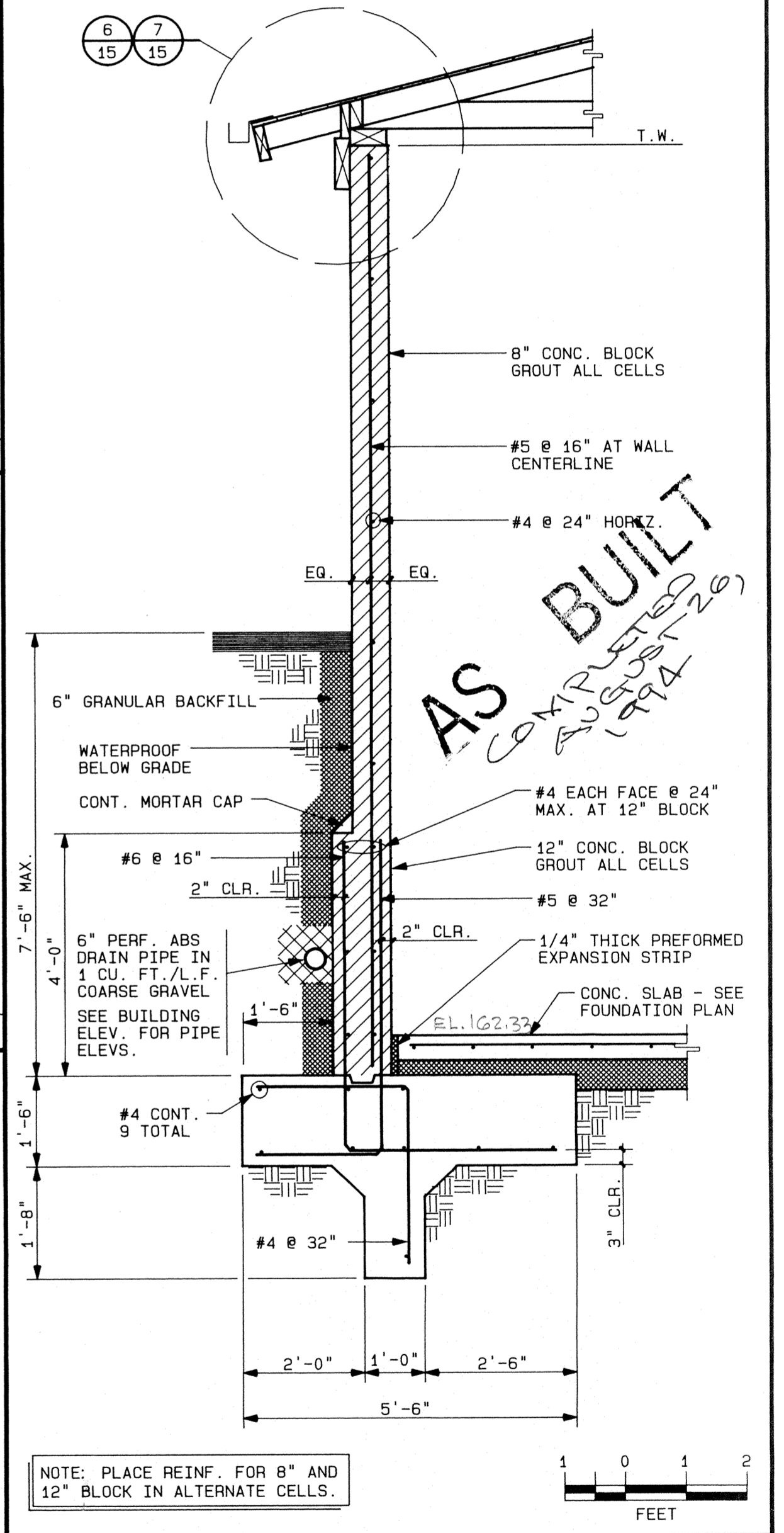
CEILING FRAMING AT FRAMED WALL 3/4" = 1'-0" 4



TYPICAL WALL AND FOOTING SECTION 3/4" = 1'-0" 3



TYPICAL WALL AND FOOTING SECTION 3/4" = 1'-0" 2



PARTIAL BUILDING SECTION 1/2" = 1'-0" 1

AS BUILT
 CONTRACT NO. 13-80-14
 DATE 12/15/14

NOTE: PLACE REINF. FOR 8" AND 12" BLOCK IN ALTERNATE CELLS.

REFER TO SECTION 7.10.4.1 OF THE STANDARD SPECIFICATIONS REGARDING SAFETY ORDERS.

STRUCTURAL DETAILS

ASL Consulting Engineers

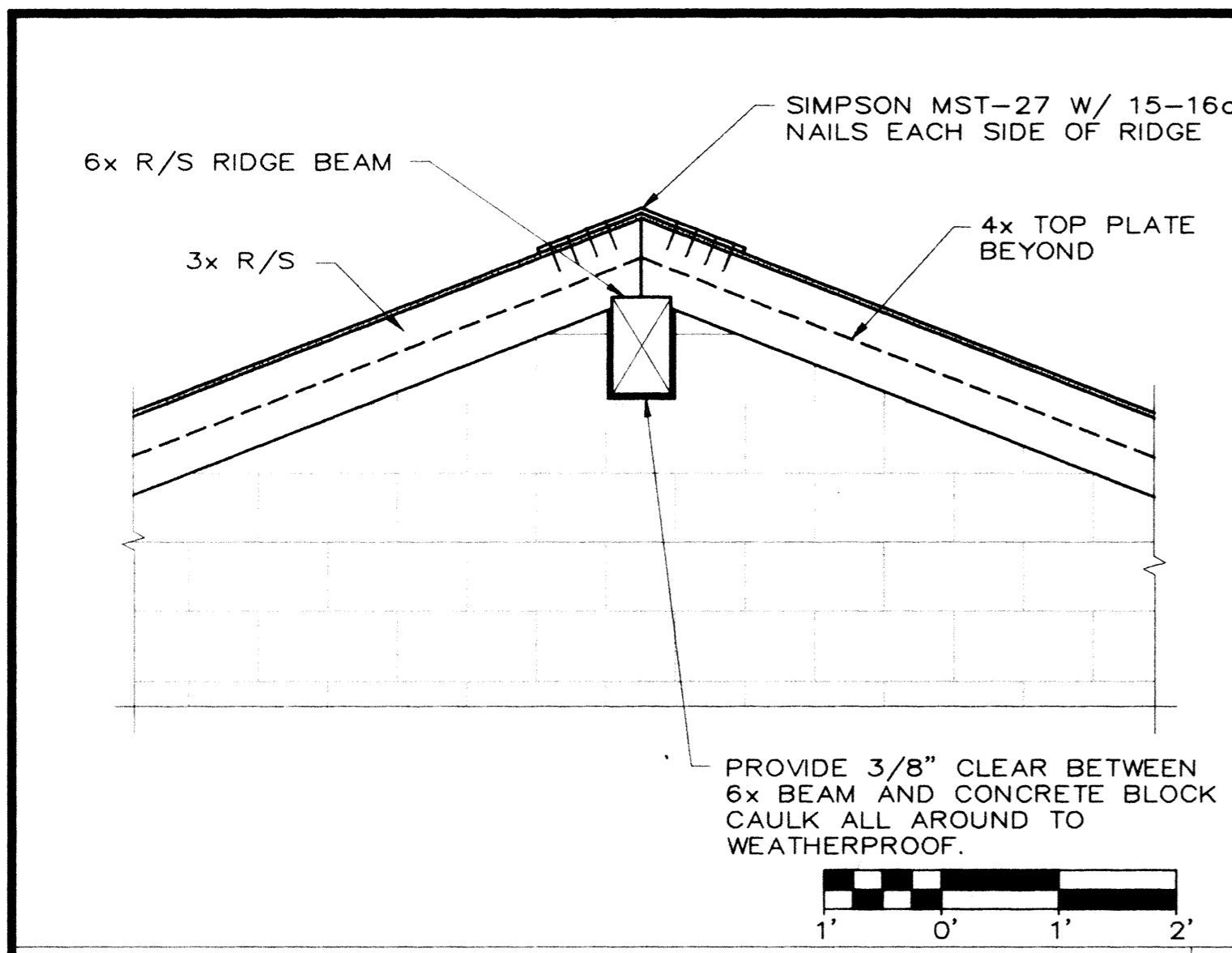
DESIGNED BY JPD/DAK CHECKED BY JSF/DEM DATE 4/93 SCALE AS SHOWN FILE NO. 1601.030.1

- ARCADIA (918) 447-4494
- IRVINE (714) 727-7099
- PALM SPRINGS (619) 320-3580
- RANCHO CUCAMONGA (714) 989-8983
- CAMARILLO (805) 388-2304
- SAN DIEGO (619) 673-5505

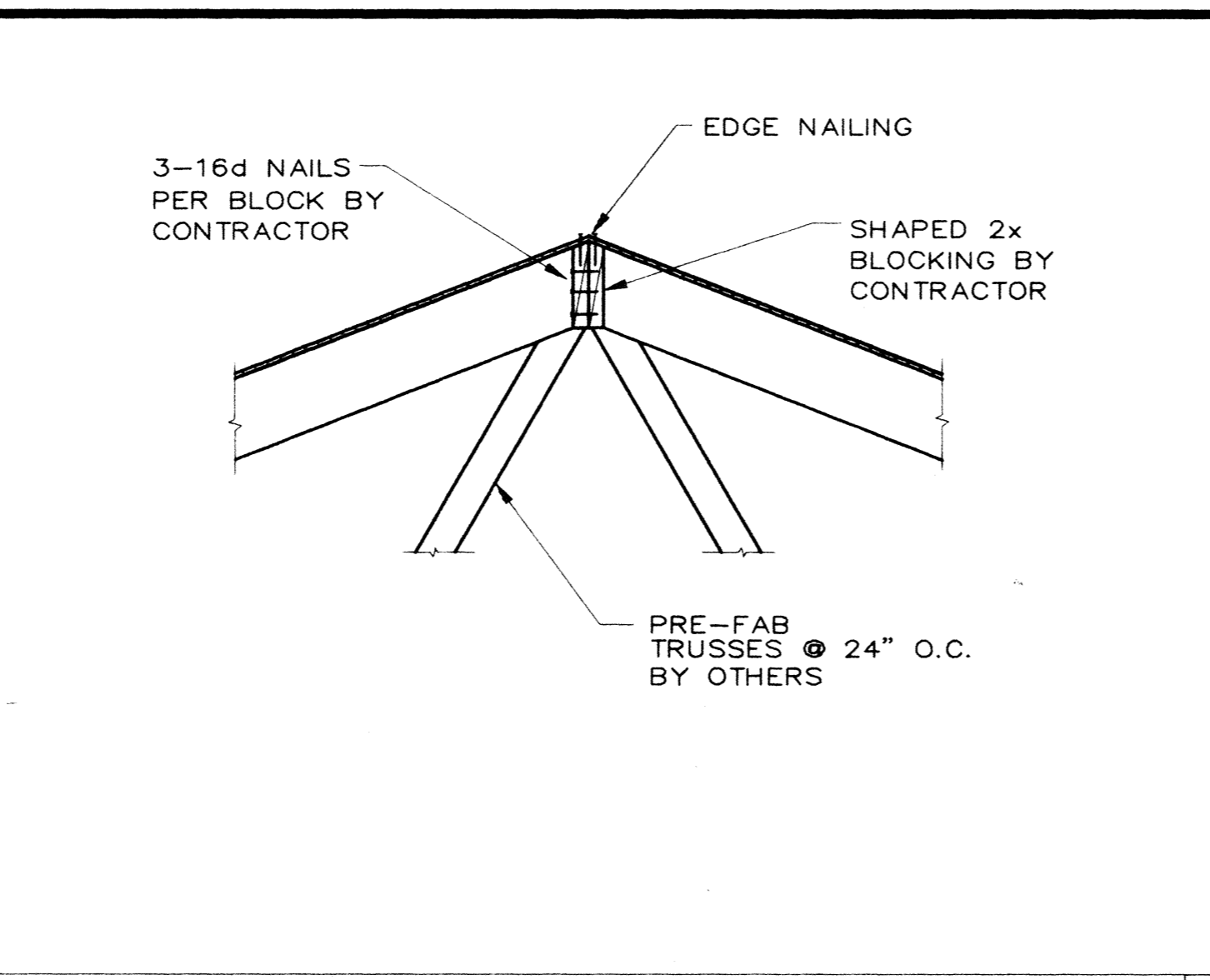
NO.	DATE	DRAWN BY	CHECK BY	REVISION
1		ASL		INCREASED THE THICKNESS OF FOOTINGS IN DETAIL 10 TO 1'-0"

LOS ANGELES COUNTY WATERWORKS DISTRICTS
 DESIGNED BY FG
 DRAWN BY DAK
 CHECK BY DJN
 OPER. APPR.
 SUBMIT'D BY H. J.
 DATE 5-9-93
 APPROVED BY Dean Eppelstein

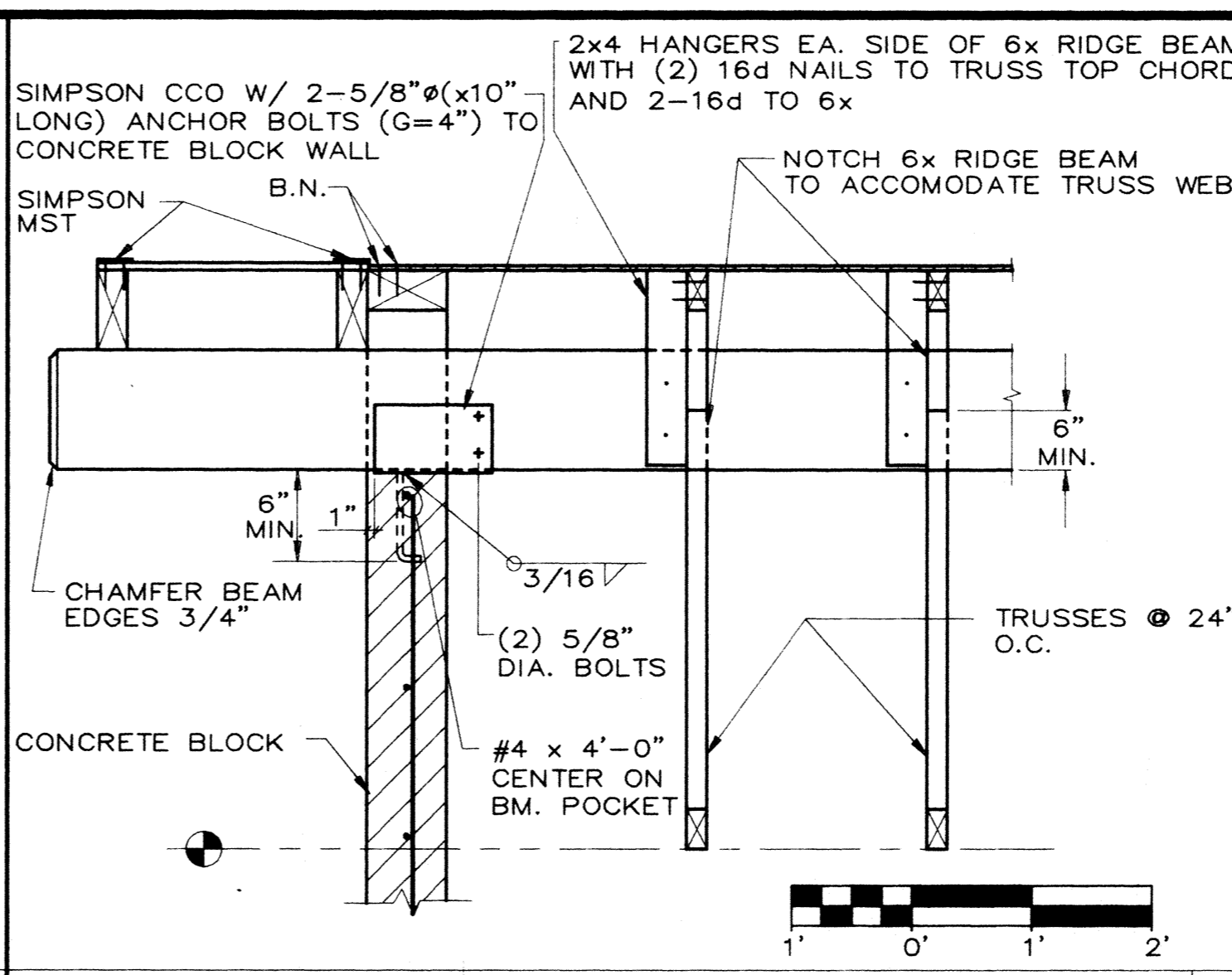
CITY OF LOMITA CITY WATER SYSTEM	SPEC. NO. WND 13-80	SHEET 14
IMPROVEMENTS FOR PUMPING AND PRESSURE REGULATING STATION AT 26255 APPIAN WAY	JOB NO. Y513363L	OF
	DRAWING NO. 13.80.14	24 SHEETS



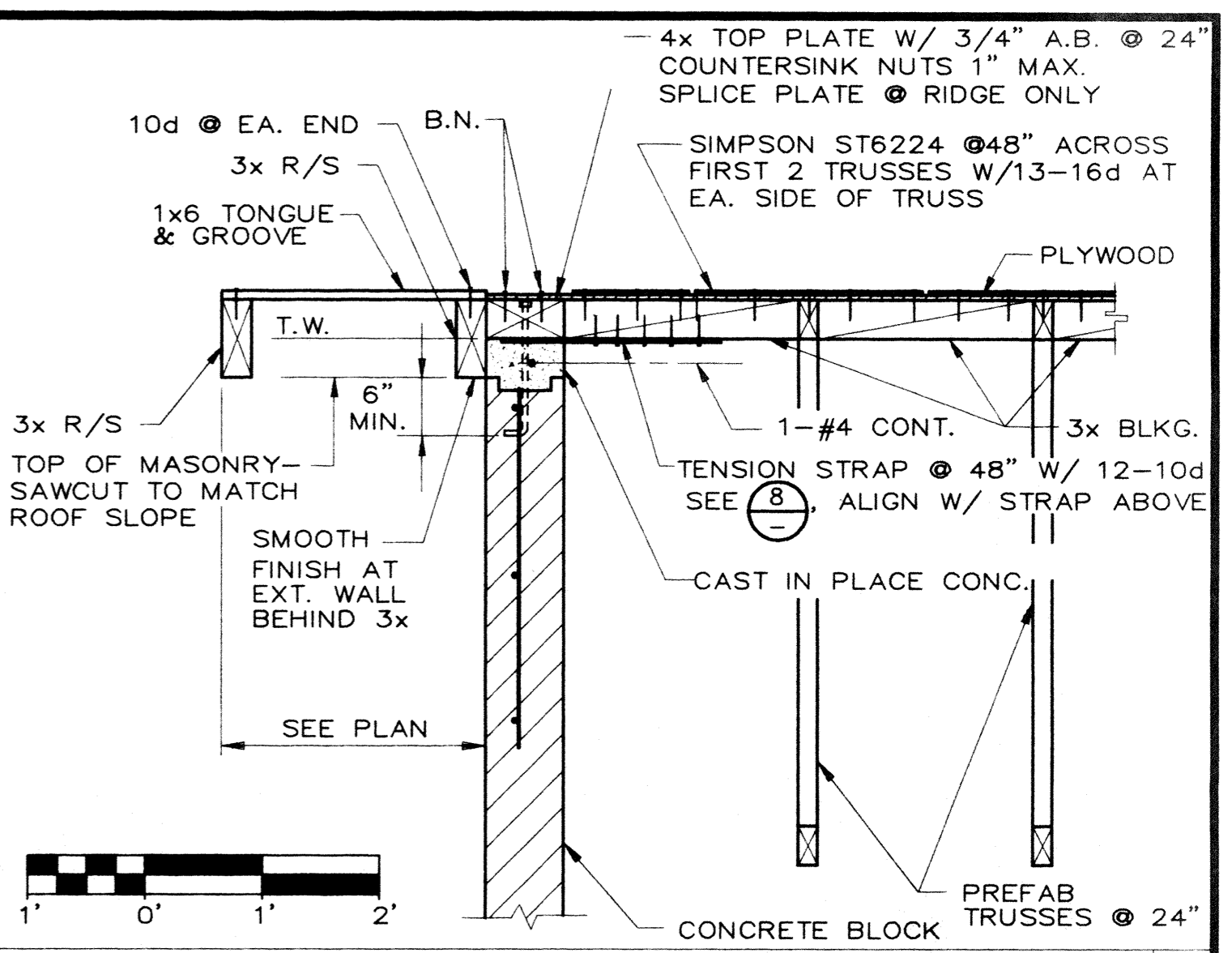
RIDGE BEAM OPENING SCALE: 3/4" = 1'-0"



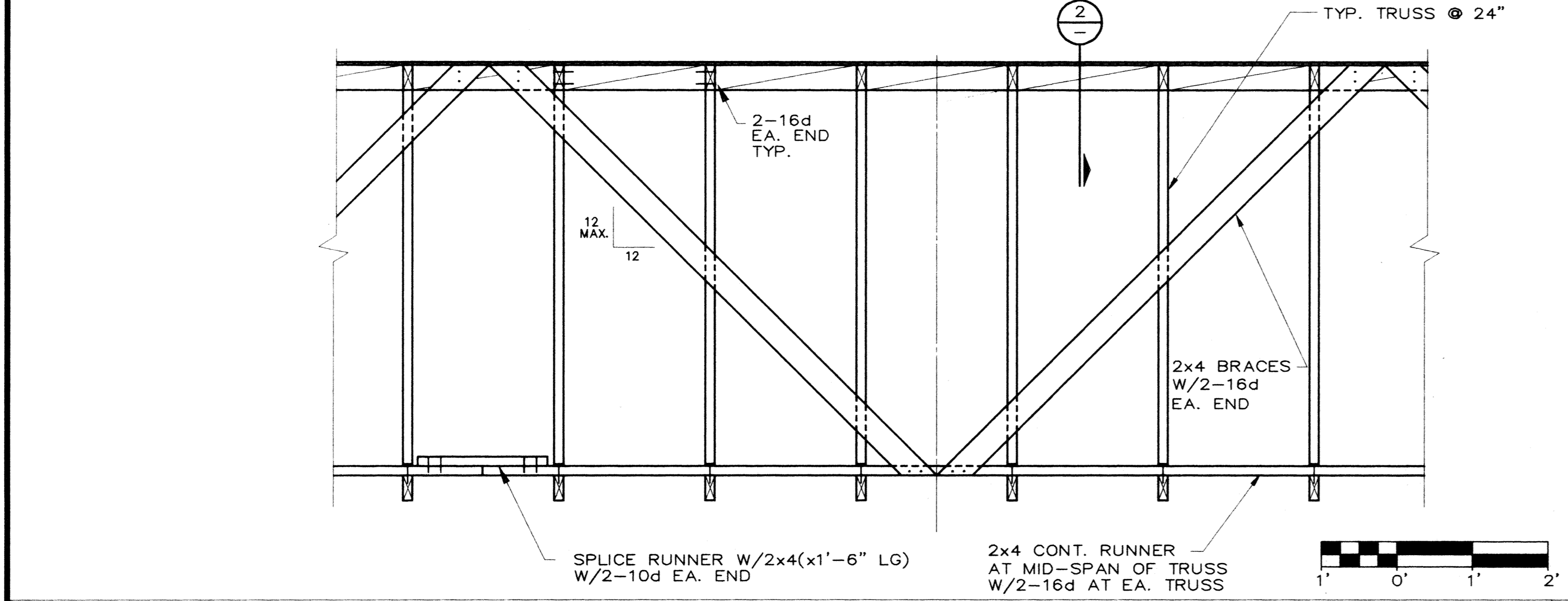
RIDGE BLOCKING SCALE: NONE



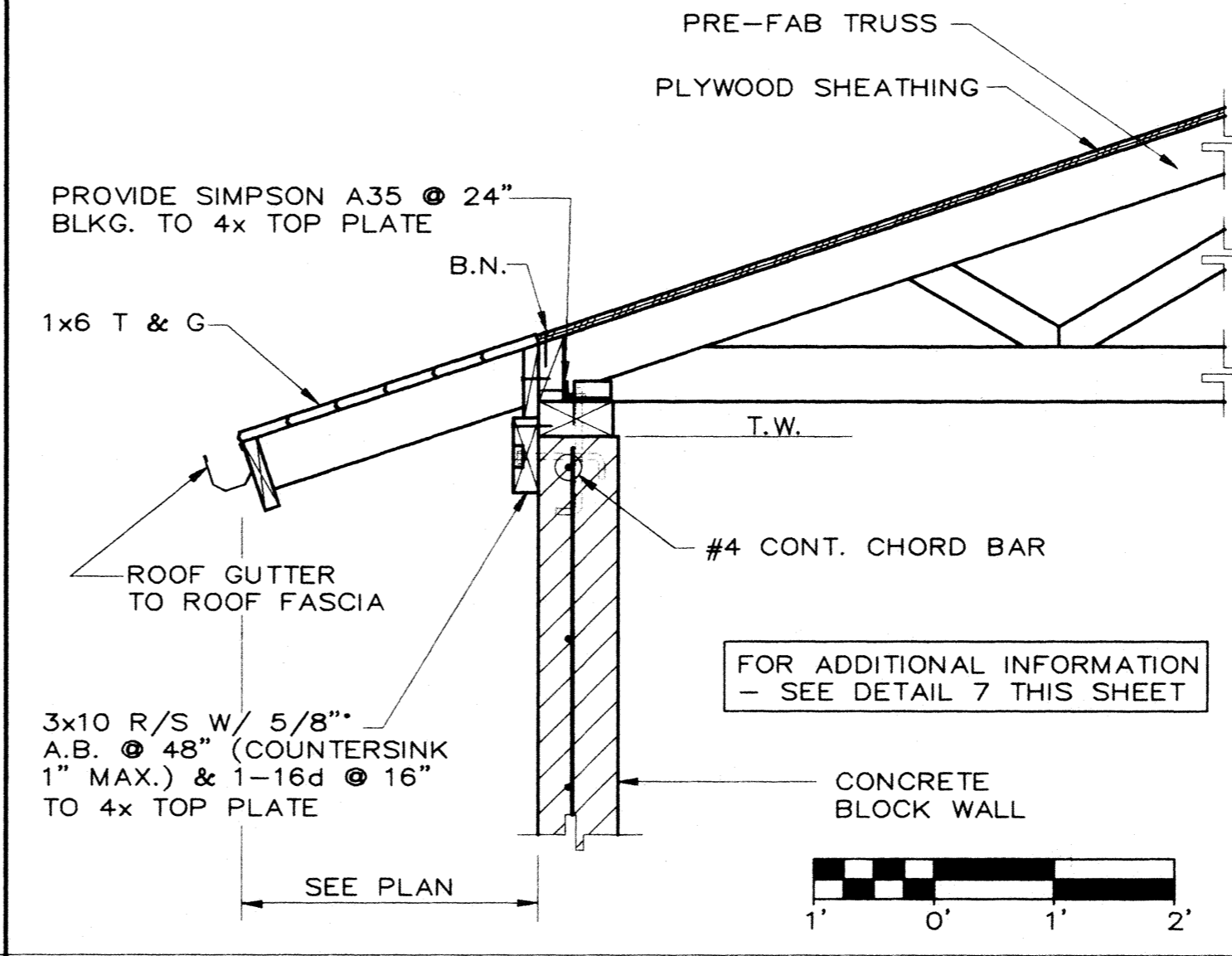
RIDGE CONNECTION SCALE: 3/4" = 1'-0"



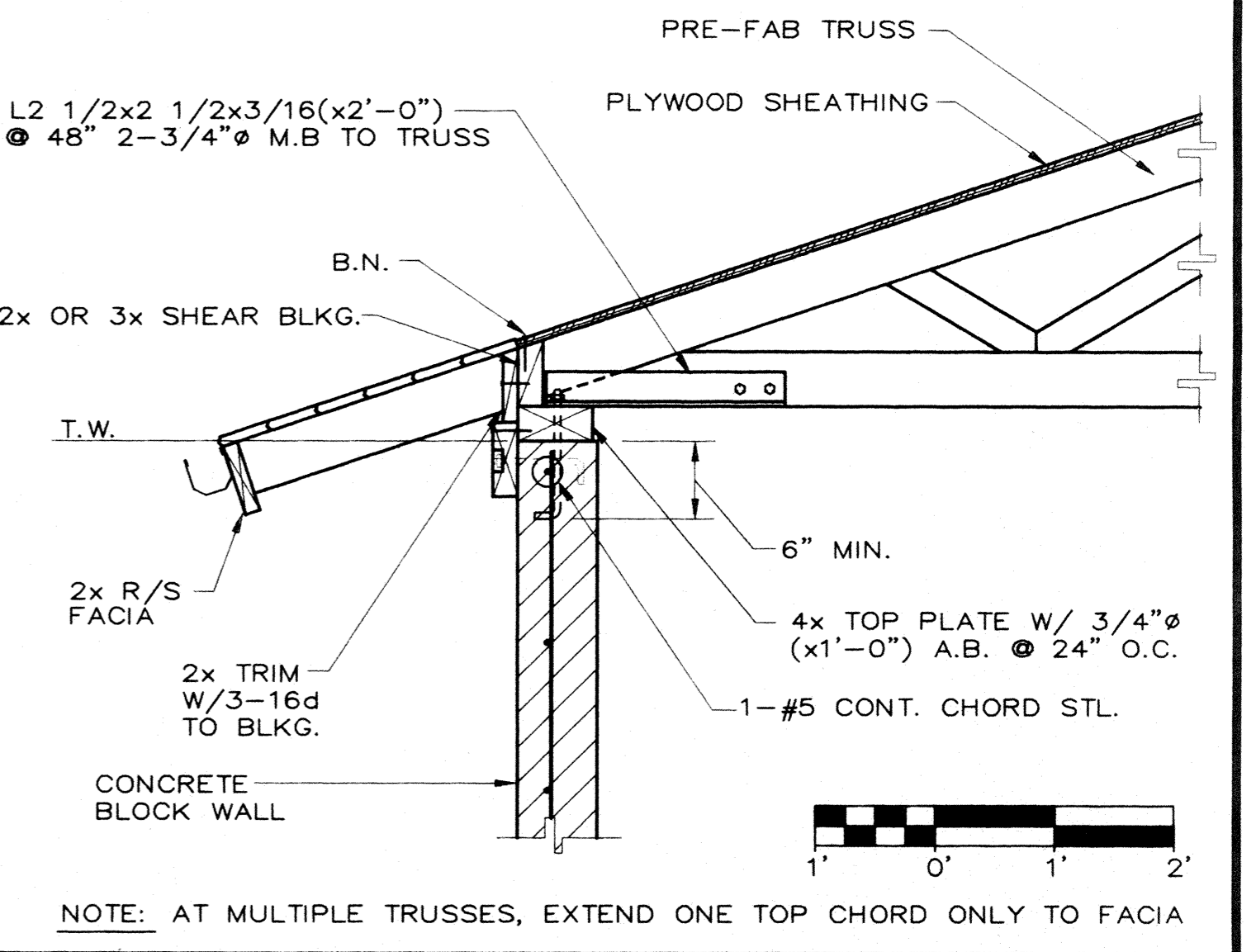
GABLE END SCALE: 3/4" = 1'-0"



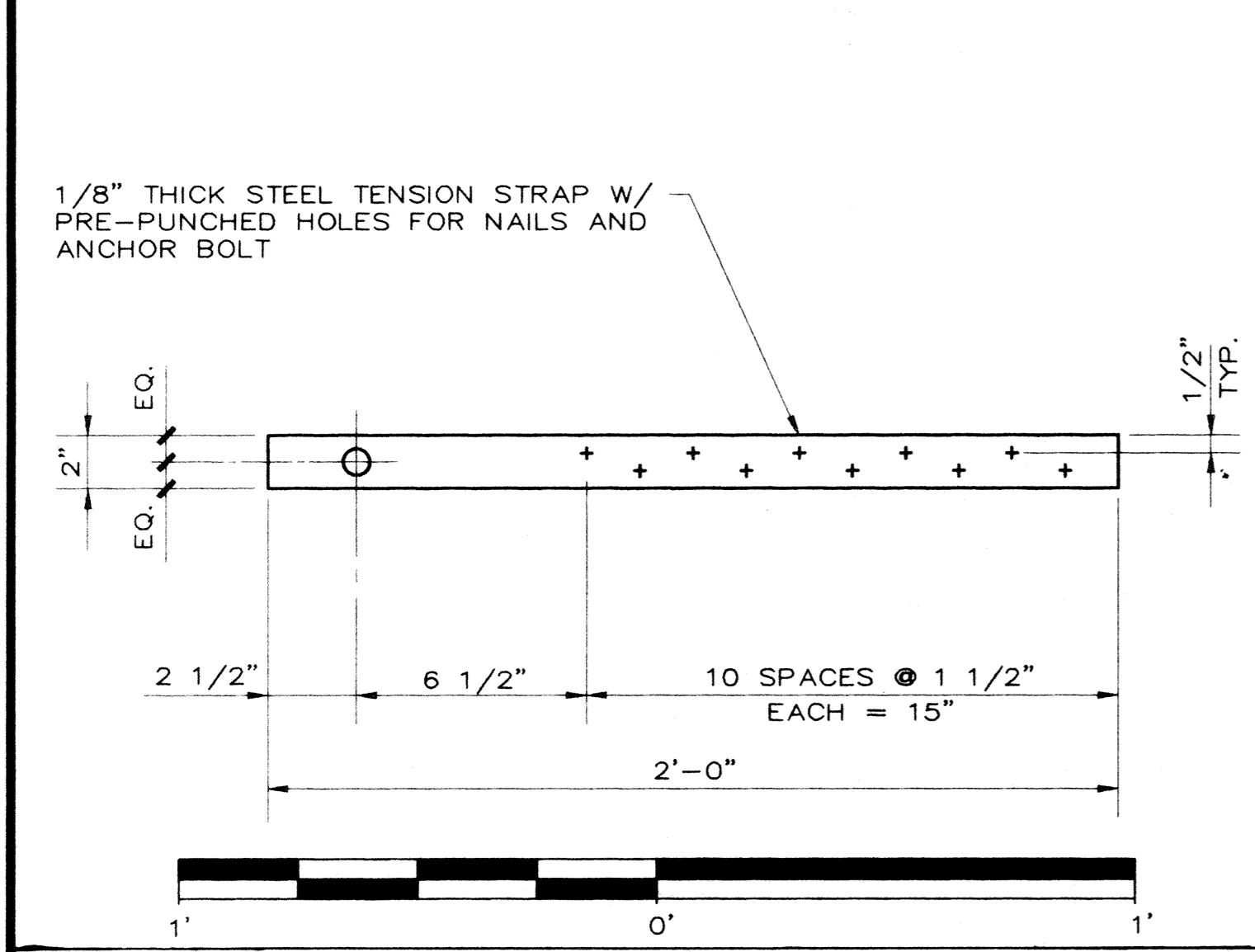
BRACING AT RIDGE SCALE: 3/4" = 1'-0"



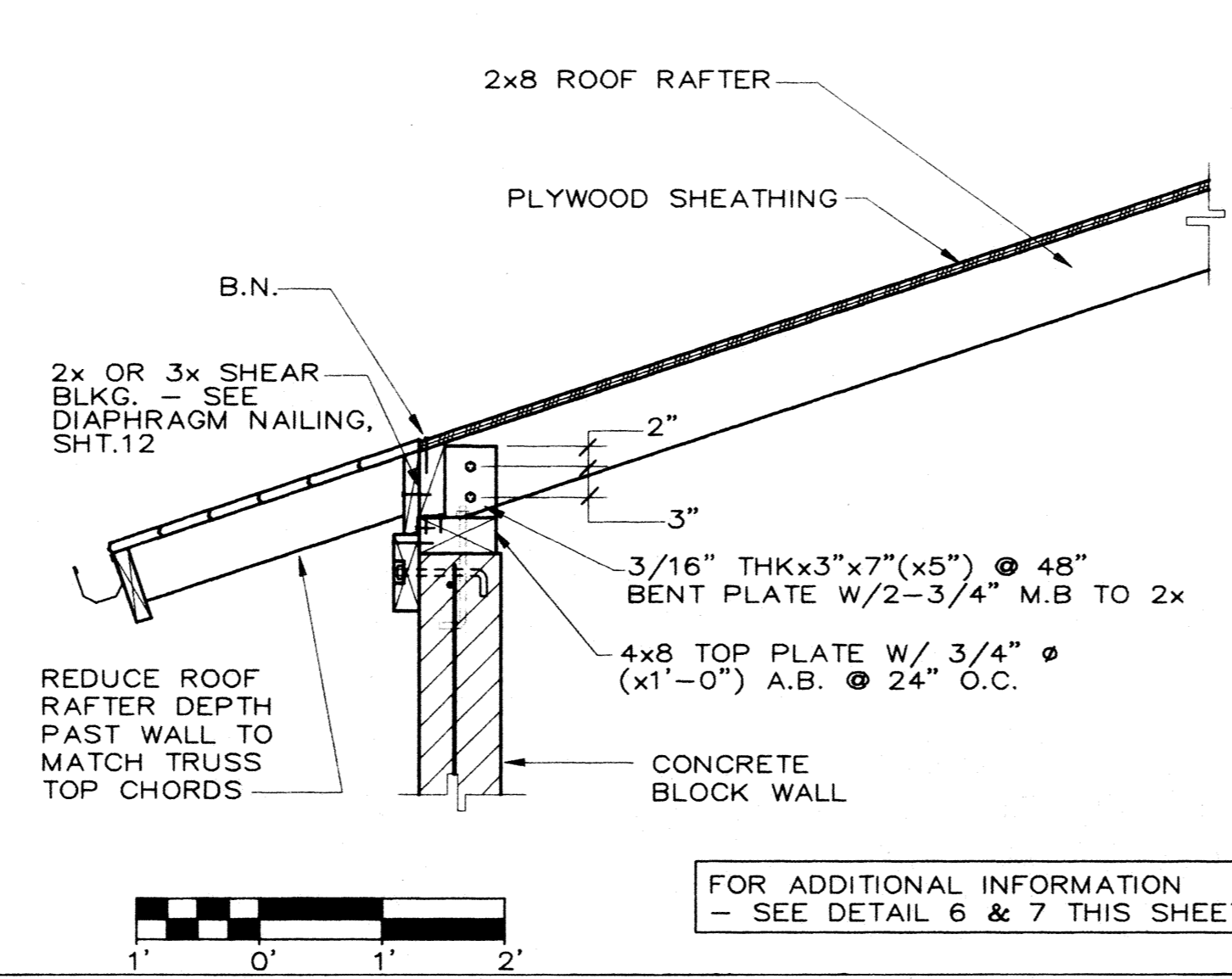
TRUSS AT WALL SCALE: 3/4" = 1'-0"



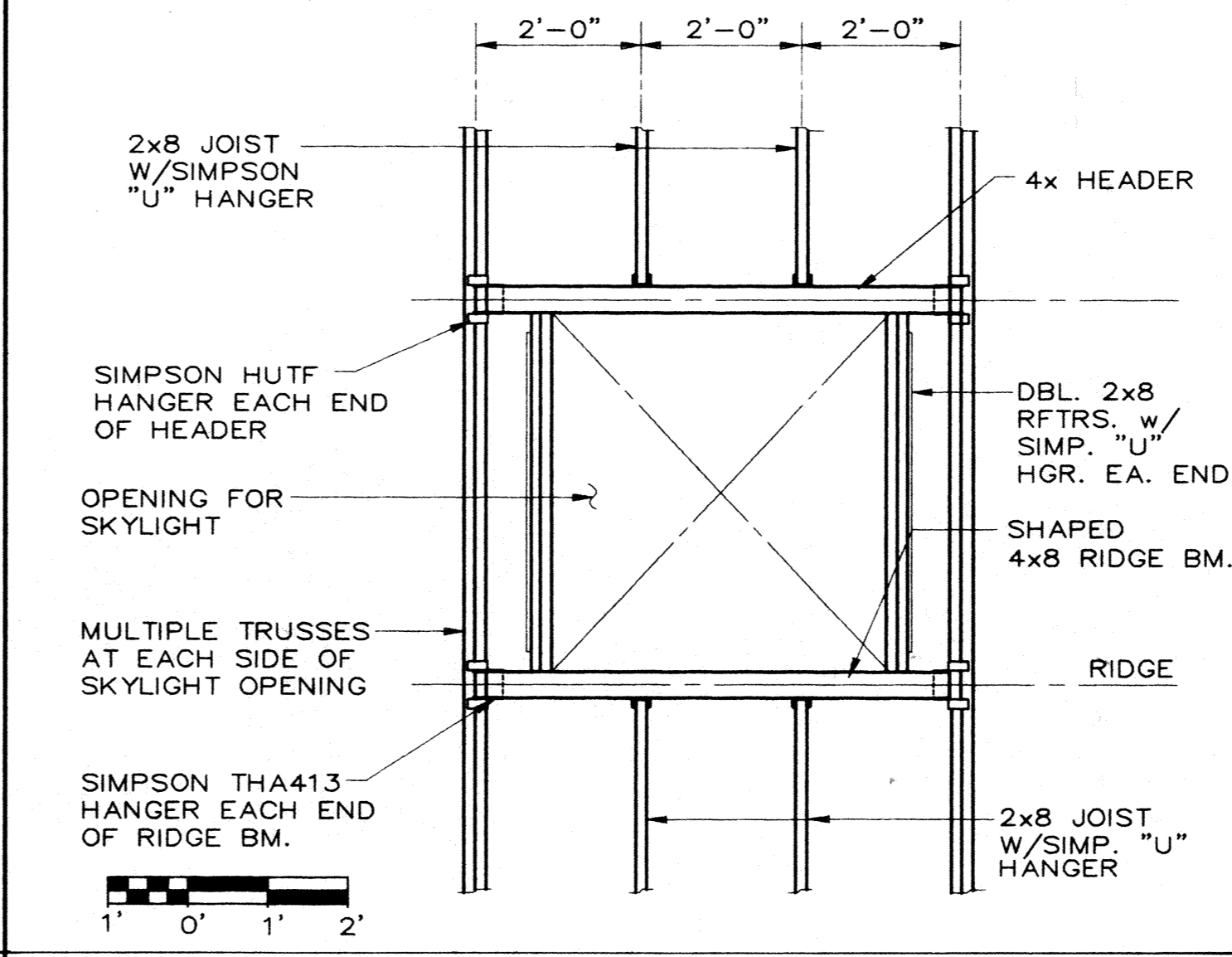
TRUSS AT WALL SCALE: 3/4" = 1'-0"



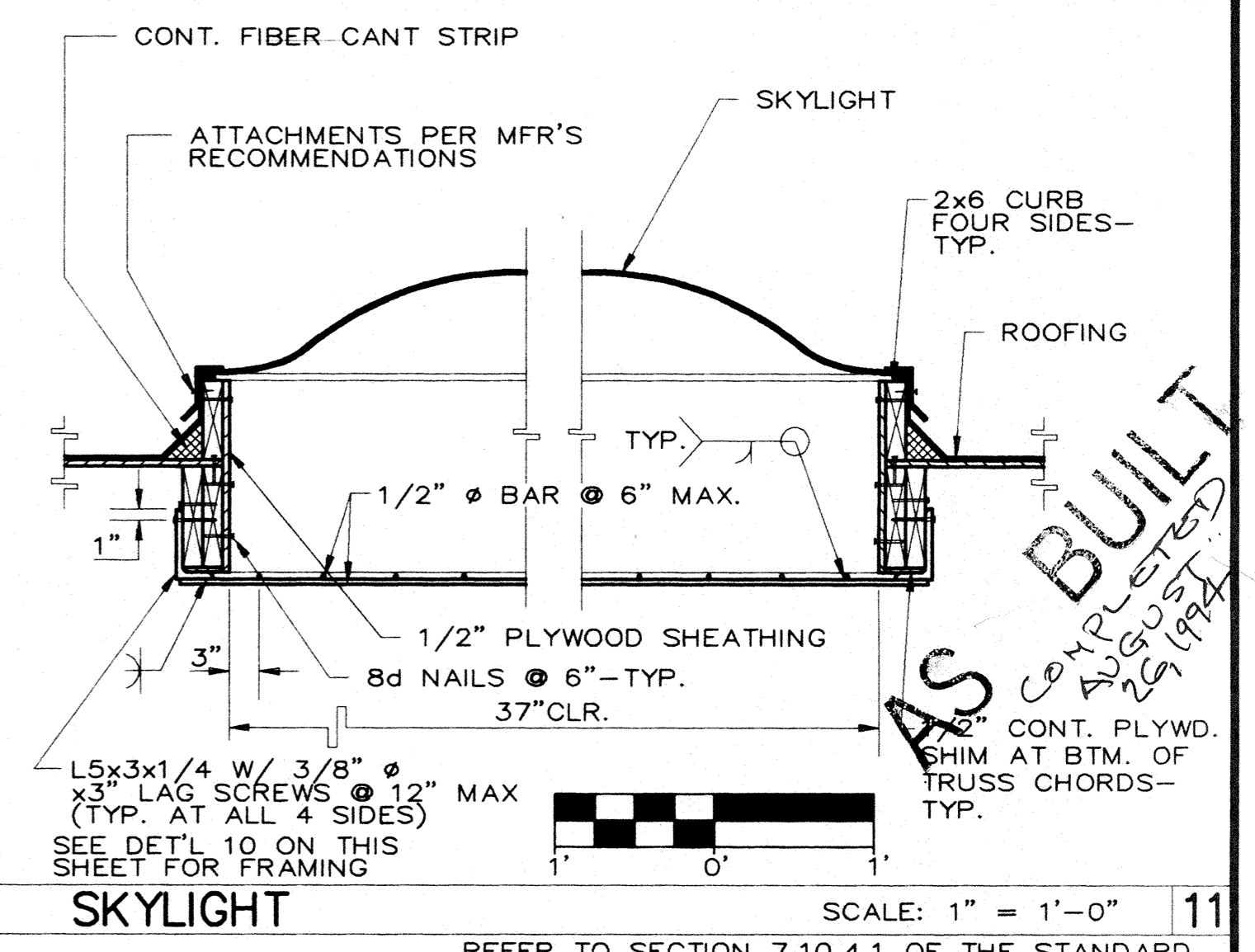
TENSION STRAP SCALE: 3" = 1'-0"



FRAMG. AT WALL SCALE: 3/4" = 1'-0"

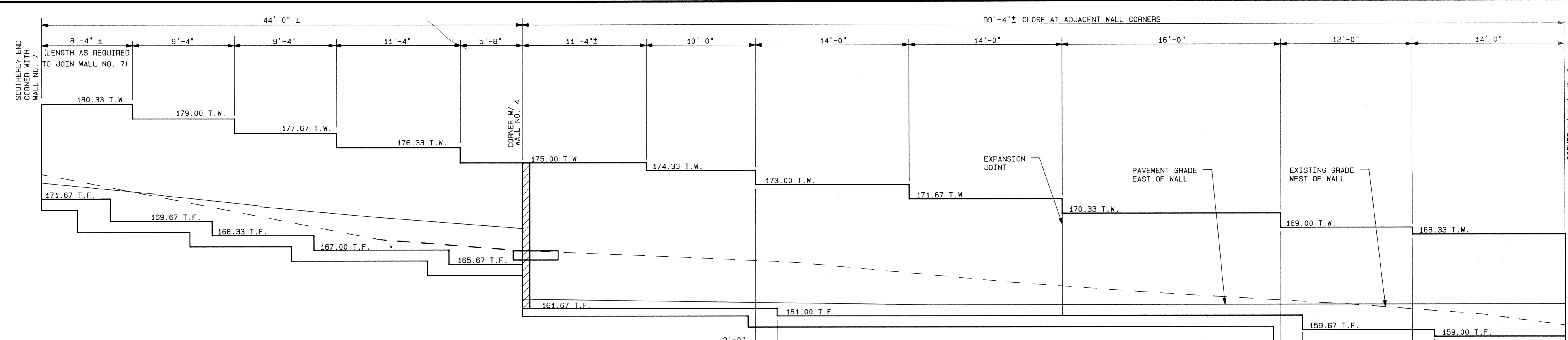


PARTIAL PLAN AT SKYLIGHT SCALE: 1/2" = 1'-0"



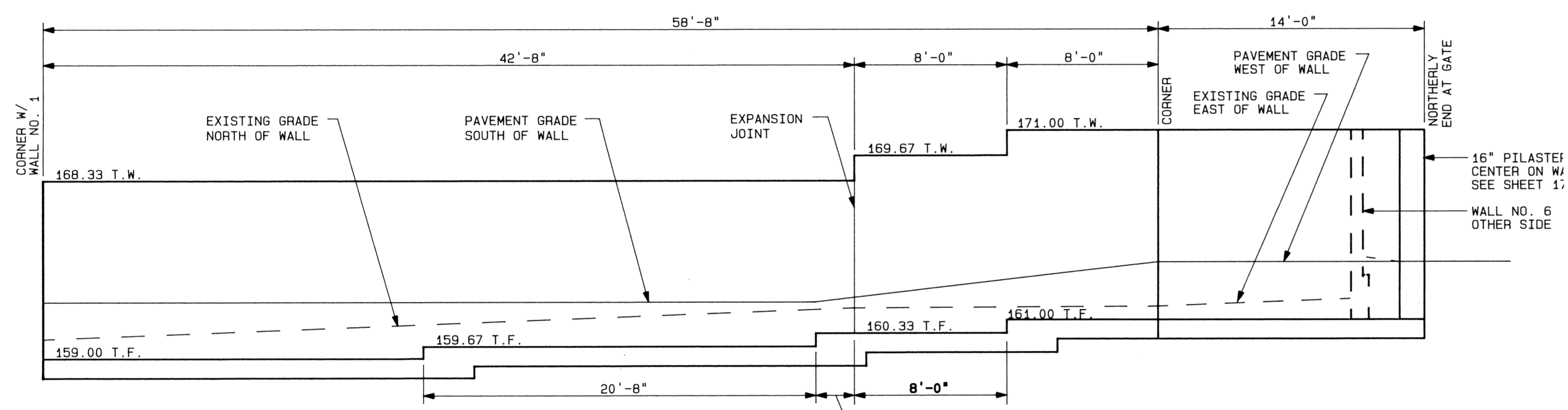
SKYLIGHT SCALE: 1" = 1'-0"

<h1>ROOF FRAMING DETAILS</h1>		<p>ASL Consulting Engineers</p> <p>DESIGNED BY: JP/DAK DRAWN BY: JP/VMR</p> <p>CHECKED BY: DEW/JSF DATE: NOV. '92</p> <p>SCALE: AS SHOWN</p> <p>FILE NO.: 1601.30.2</p>		<p>ARCADIA (818) 447-4494</p> <p>IRVINE (714) 727-7099</p> <p>PALM SPRINGS (919) 320-3580</p> <p>RANCHO CUCAMONGA (714) 989-8983</p> <p>CAMARILLO (805) 388-2344</p>		<p>LOS ANGELES COUNTY WATERWORKS DISTRICTS</p> <p>DESIGN BY: JP DRAWN BY: JP/VMR CHECK BY: DEW OPPR. APPR.: SUBMITD: 5/21/93</p> <p>APPROVED BY: Dean Spothon</p>		<p>CITY OF LOMITA CITY WATER SYSTEM</p> <p>IMPROVEMENTS FOR PUMPING AND PRESSURE REGULATING STATION AT 26255 APPIAN WAY</p> <p>SPEC. NO.: WWD-13-80</p> <p>OF: 15</p> <p>JOB NO.: Y513363L</p> <p>DATE: 5-4-93</p> <p>DRAWING NO.: 13.80.15</p>		<p>SHEET 15 OF 24 SHEETS</p>	
				<p>REFER TO SECTION 7.10.4.1 OF THE STANDARD SPECIFICATIONS REGARDING SAFETY ORDERS</p>		<p>AS BUILT</p>					



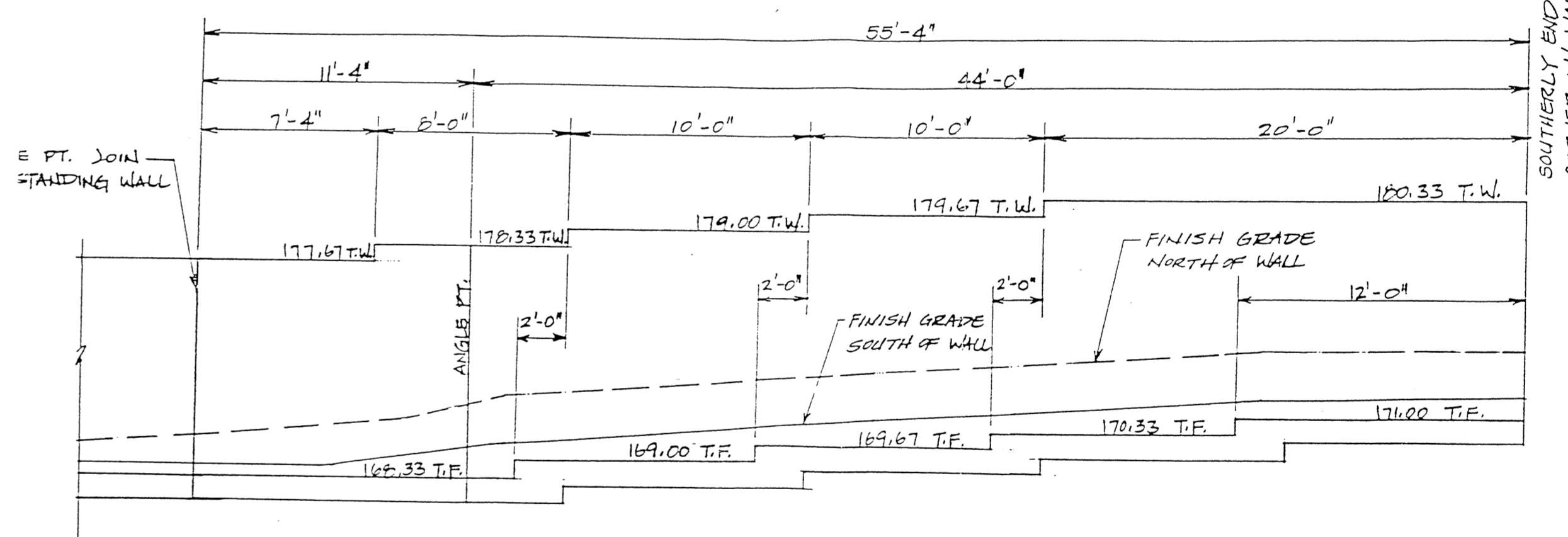
ELEVATION WALL NO. 1
SCALE: 1"=5'

VINCE -
NOTE THAT WALL
SQUARE FOOTAGE WILL
INCREASE BY ABOUT
12 SQUARE FEET.
DME



ELEVATION WALL NO. 2
SCALE: 1"=5'

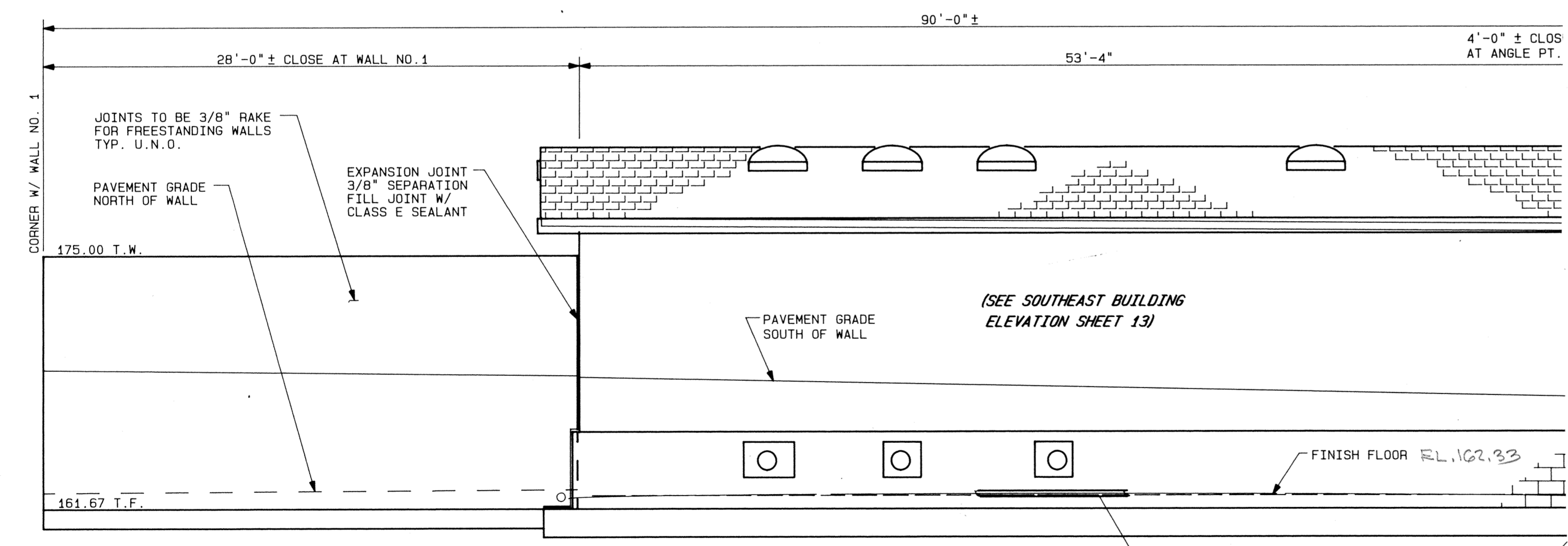
ELEVATION WALL NO. 3
SCALE: 1"=5'



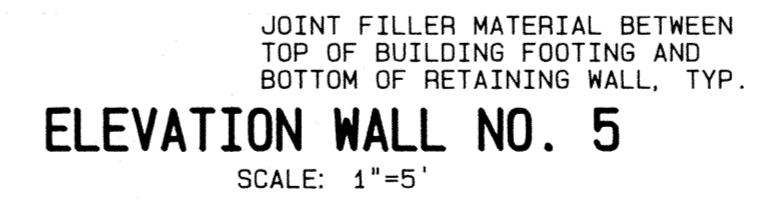
SOUTH ELEVATION WALL NO. 7
SCALE: 1"=5'-0"

AS BUILT

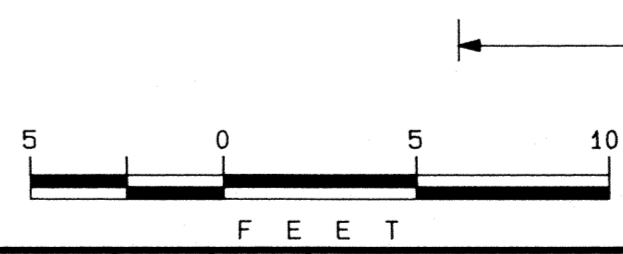
APPIAN WAY PUMP STATION
REVISION TO WALL NO. 7 ELEVATION
REVISION TO SHEET 16



ELEVATION WALL NO. 4
SCALE: 1"=5'



ELEVATION WALL NO. 5
SCALE: 1"=5'



ELEVATION WALL NO. 6
SCALE: 1"=5'

T.W. DENOTES TOP OF WALL ELEVATION
T.F. DENOTES TOP OF FOOTING ELEVATION
REFER TO SECTION 7.10.4.1 OF THE STANDARD SPECIFICATIONS REGARDING SAFETY ORDERS.

**RETAINING WALL
ELEVATIONS AND DETAILS**

ASL Consulting Engineers
S.E. 2978

DESIGNED	JP/DAK	CHECKED	JSE/DEM	SCALE	AS SHOWN	FILE NO.	1601.030.1
DRAWN	DAK/WML	DATE	10/92				

ARCADIA (618) 447-4494
IRVINE (714) 727-7099
PALM SPRINGS (619) 320-3580
RANCHO CUCAMONGA (714) 989-8983
CAMARILLO (805) 388-2304
SAN DIEGO (619) 673-5505

DATE	DRAWN BY	CHECK BY	REVISION

LOS ANGELES COUNTY WATERWORKS DISTRICTS

DESIGN BY: JP
DRAWN BY: DAK
CHECK BY: DEN
OPER. APPR.:
SUBMIT'D BY: W.J.

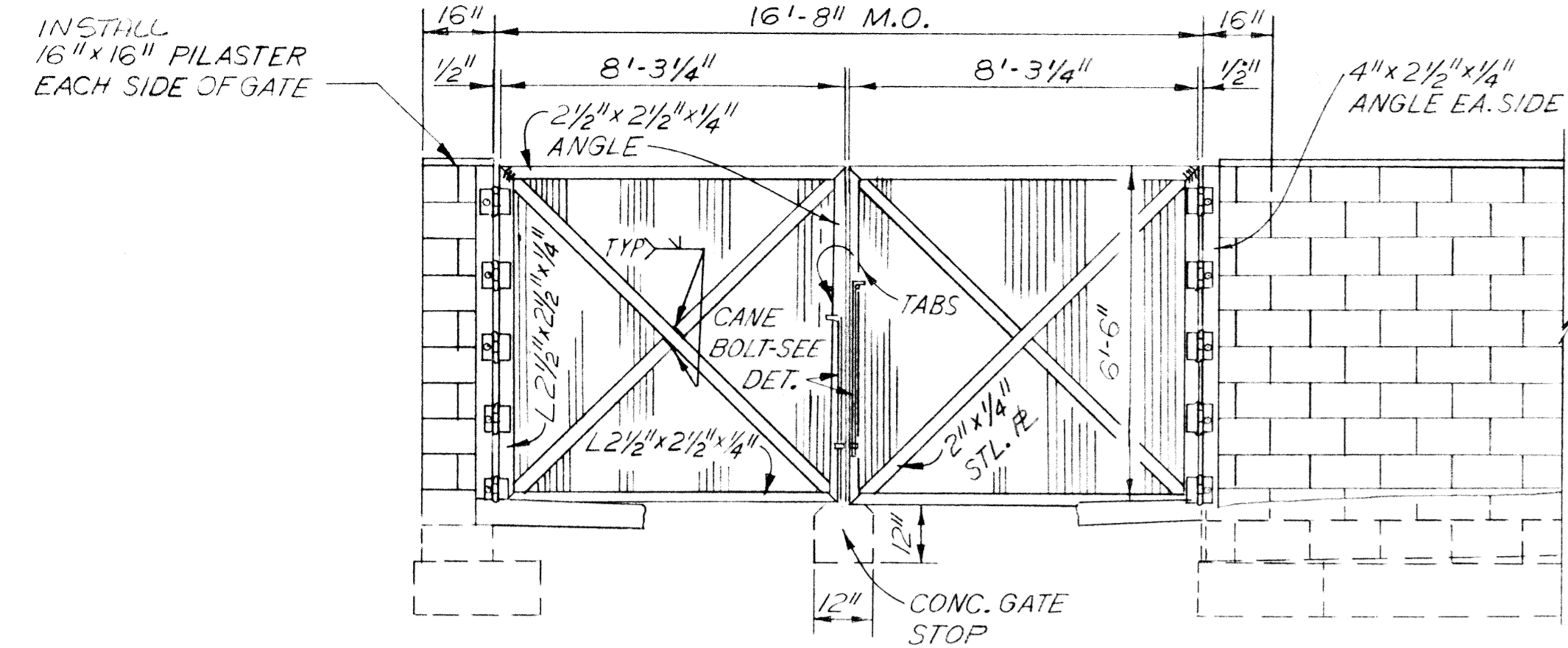
APPROVED BY: Dean E. [Signature]
DATE: 5-4-93

CITY OF LOMITA CITY WATER SYSTEM

IMPROVEMENTS FOR PUMPING AND PRESSURE REGULATING STATION AT 26255 APPIAN WAY

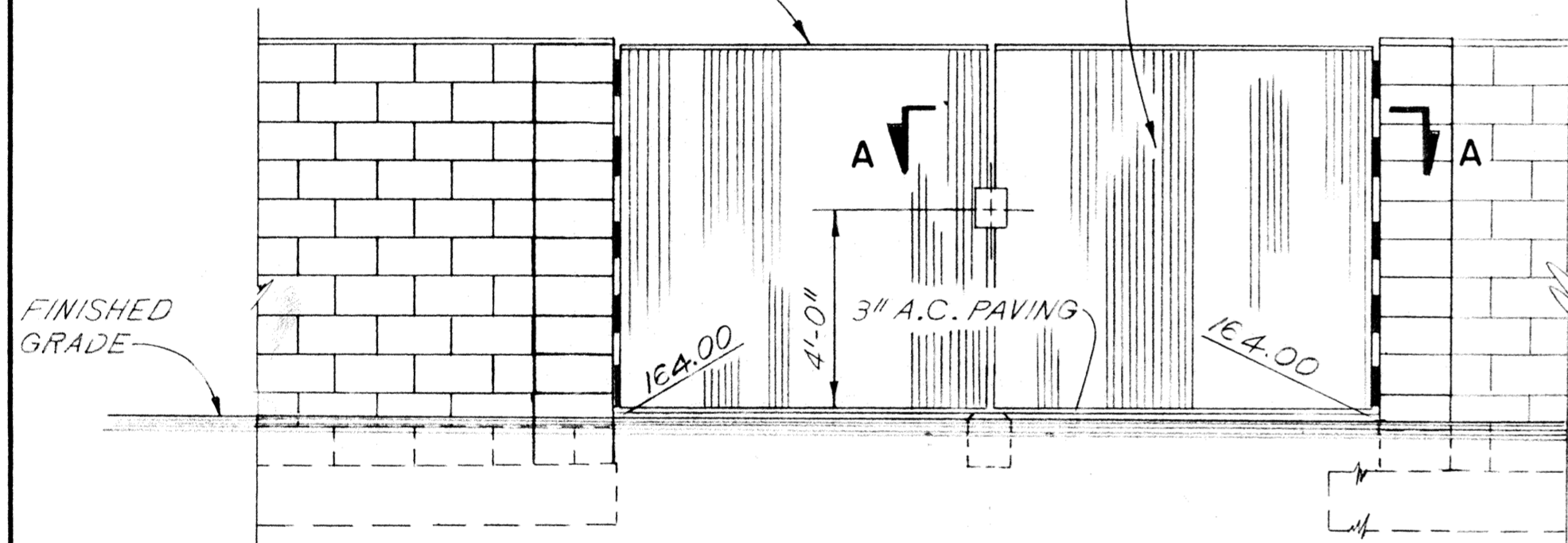
SPEC. NO. WWD 13-80
JOB NO. Y513363L
DRAWING NO. 13.80.16

SHEET 16 OF 24 SHEETS

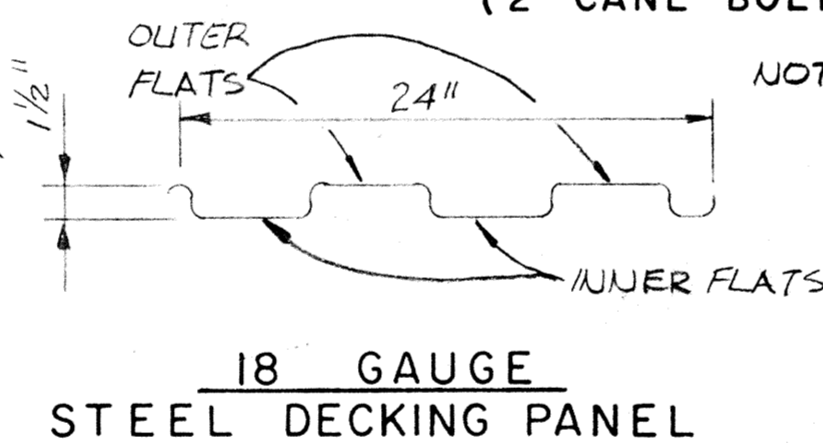


ELEVATION
DRIVEWAY GATE (INSIDE VIEW)

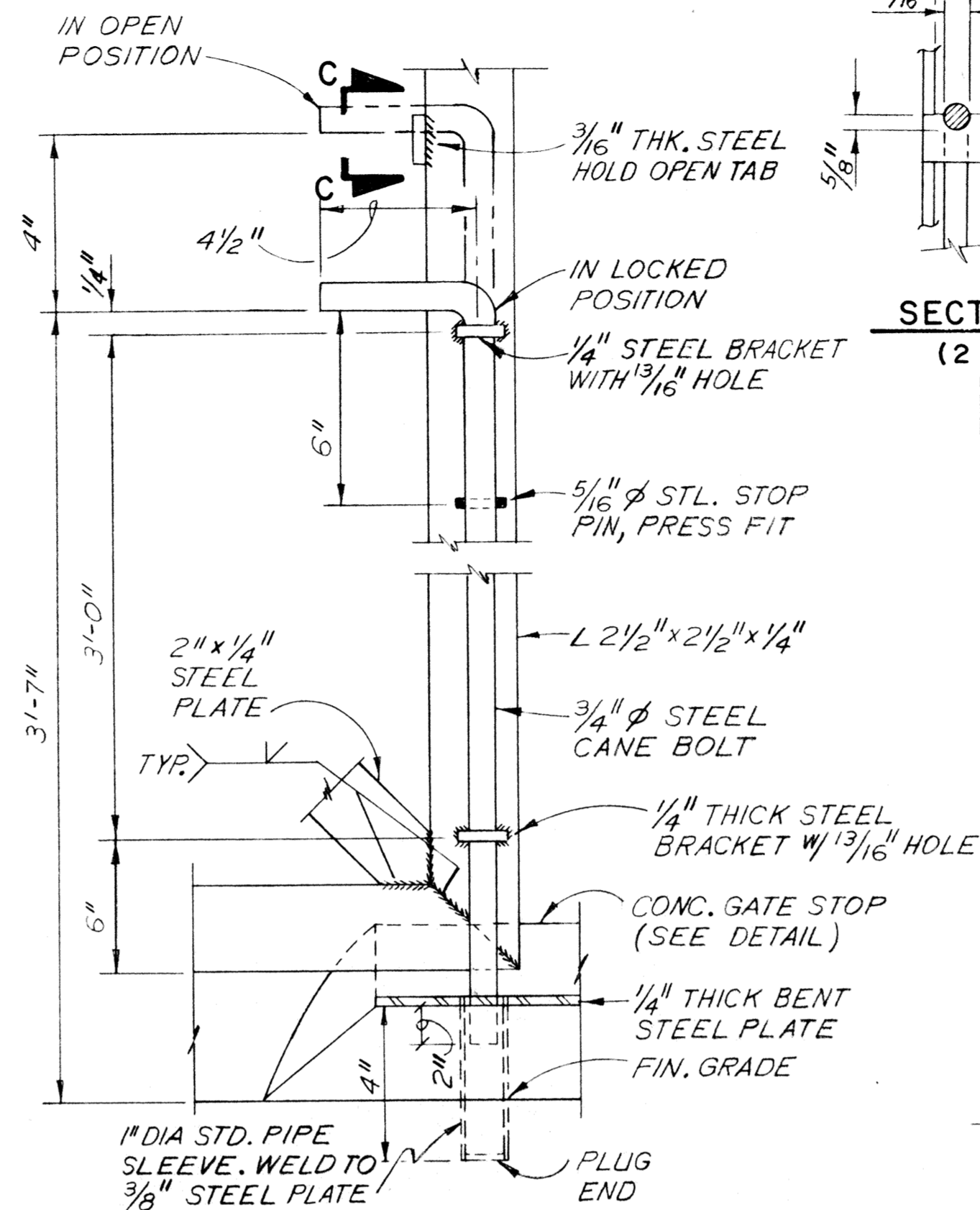
OUTSIDE VIEW OF THE FINISHED GATE SHALL PRESENT A SMOOTH FINISHED APPEARANCE WITH NO PROTRUDING BOLTS: ROUGH WELDS SHALL BE GRIND SMOOTH



ELEVATION - DRIVEWAY GATE (OUTSIDE VIEW)



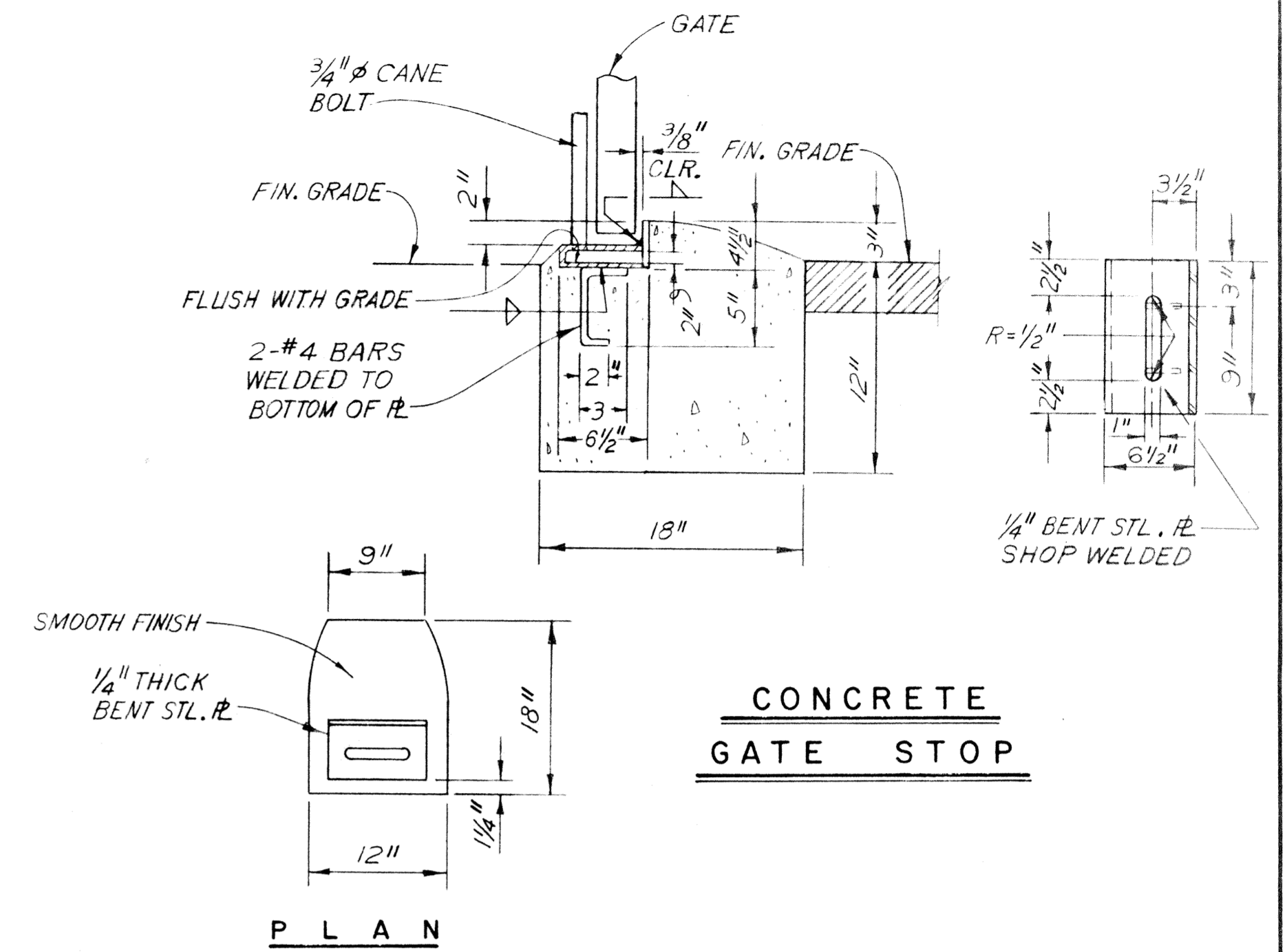
18 GAUGE STEEL DECKING PANEL



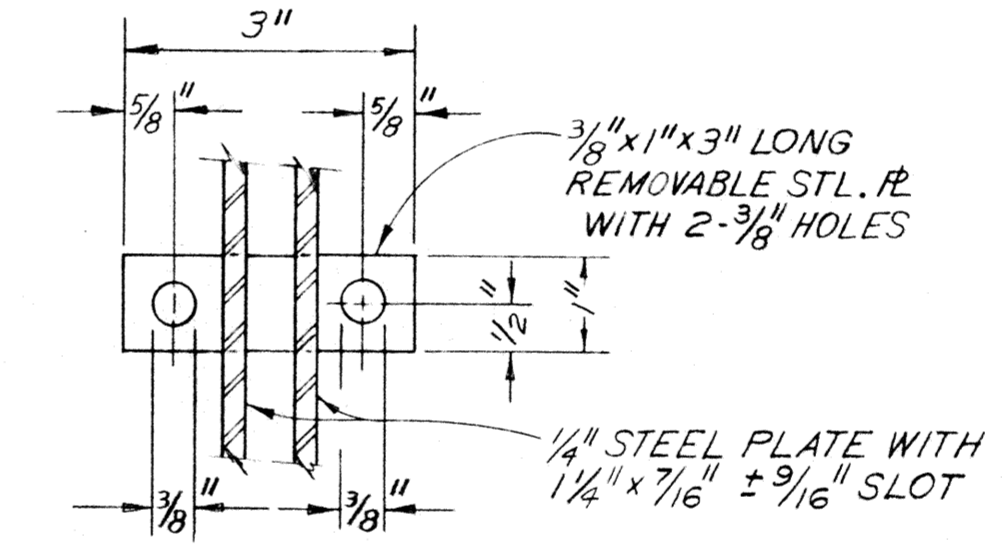
CANE BOLT DETAIL
(2 CANE BOLTS REQUIRED PER GATE)

NOTE: NO WELDS REQ'D. AT PANEL SEAMS

SECTION C-C
(2 REQUIRED)
(Refer To Cane Bolt Detail)



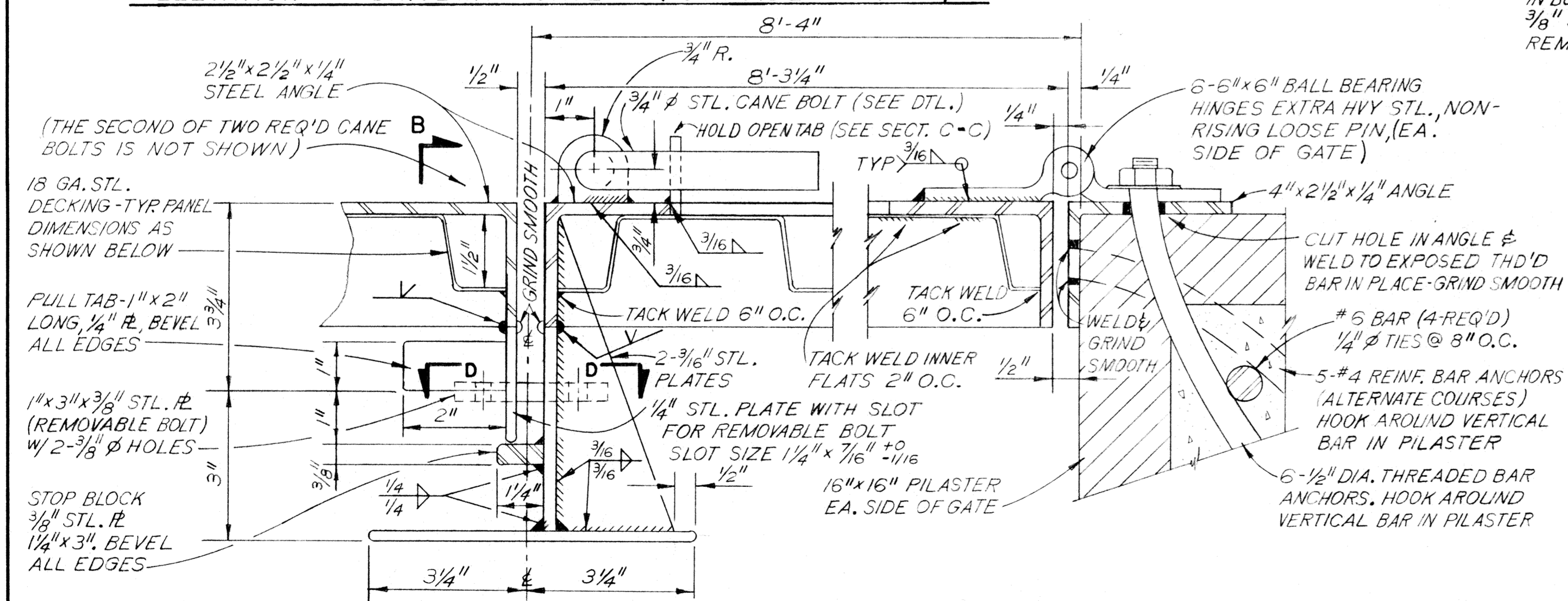
CONCRETE GATE STOP



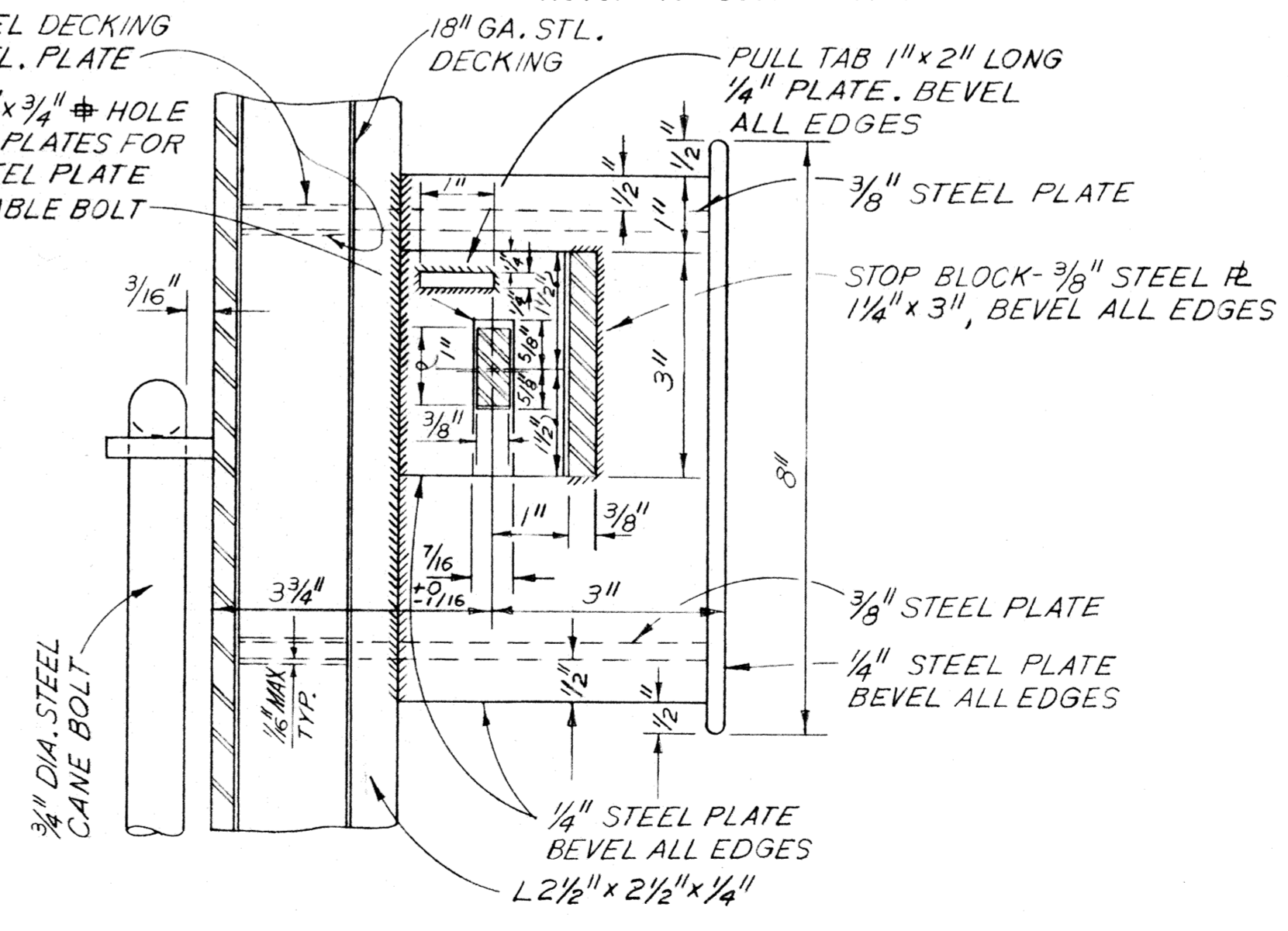
SECTION D-D
Refer To Section A-A

AS BUILT
COMPLETED
AUGUST 26, 1994

NOTE:
PAINT THE ENTIRE GATE THE SAME COLOR AS THE BUILDING FASCIA BOARDS WITH A RUST INHIBITIVE PAINT AS PER THE SPECIFICATIONS.

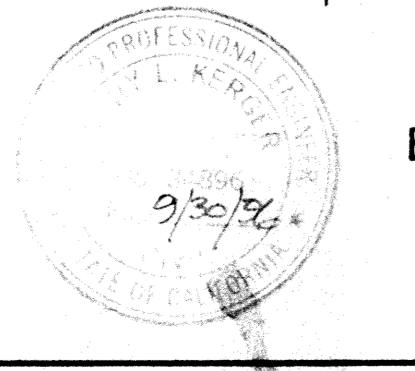


SECTION A-A



SECTION B-B
Refer To Section A-A

ENTRANCE GATE DETAILS
NO SCALE THIS SHEET



ASL Consulting Engineers

DESIGNED BY: JE
DRAWN BY: SG

CHECKED BY: SJO
DATE: NOVEMBER 1992

SCALE: NONE

JOB NO: 1601.030.1

ARCADIA (818) 447-4494
IRVINE (714) 727-7099
PALM SPRINGS (619) 320-4220
RANCHO CUCAMONGA (714) 989-8983
CAMARILLO (805) 388-2344

DATE	DRAWN BY	CHECK BY	REVISION	SUBMITTED BY	APPROVED BY

LOS ANGELES COUNTY WATERWORKS DISTRICTS

DESIGN BY: JE
DRAWN BY: SG
CHECK BY: SJO
OPER. APPR.:
SUBMITTED BY: W/T

CITY OF LOMITA CITY WATER SYSTEM

IMPROVEMENTS FOR PUMPING AND PRESSURE REGULATING STATION AT 26255 APPIAN WAY

APPROVED BY: Dean [Signature] 5-4-93

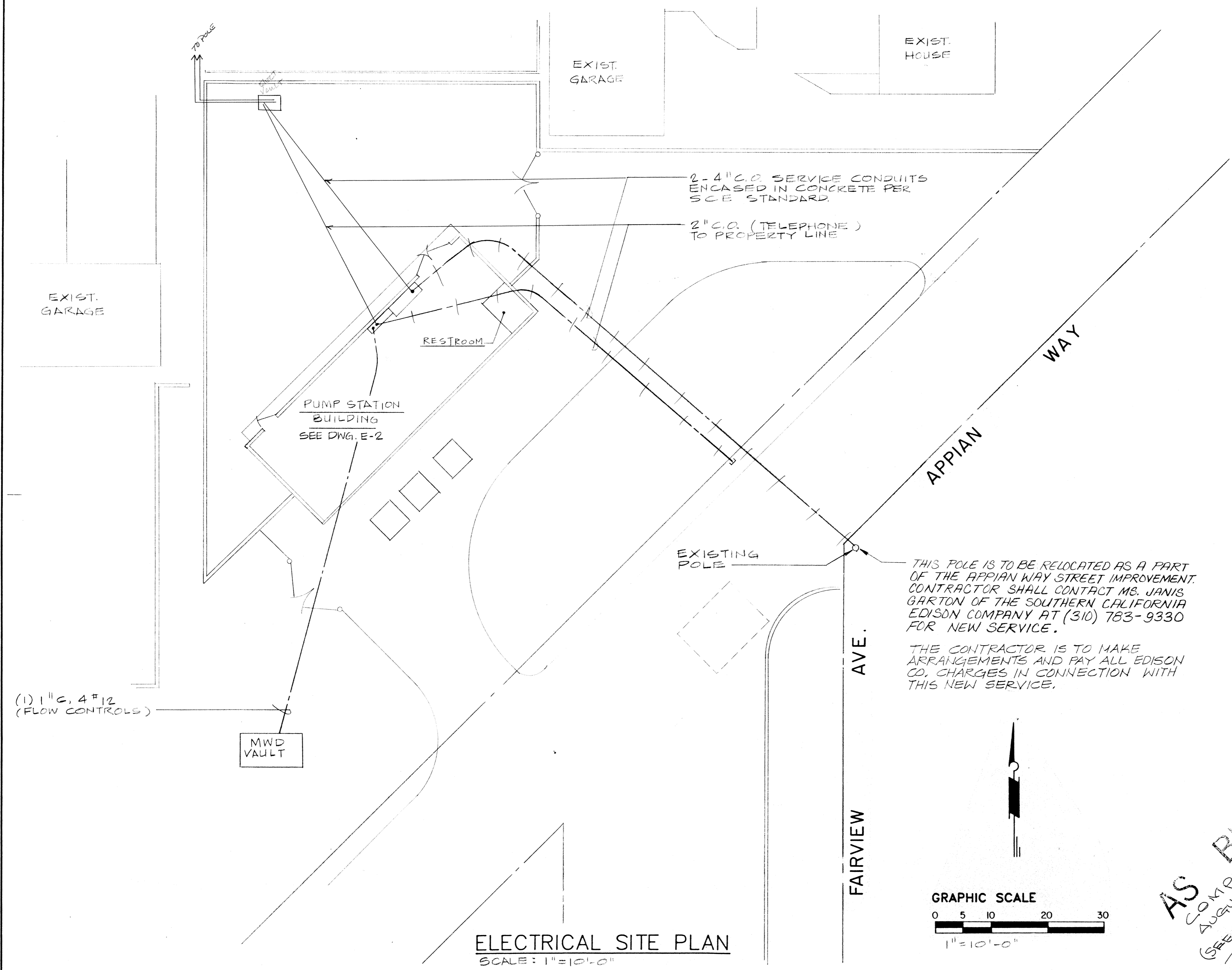
REFER TO SECTION 7.10.4.1. OF THE STANDARD SPECIFICATIONS REGARDING SAFETY ORDERS.

SPEC. NO. WWD 13-80
JOB NO. Y513363L
DATE 13.80.17

SHEET 17 OF 24 SHEETS

STANDARD SYMBOL LIST

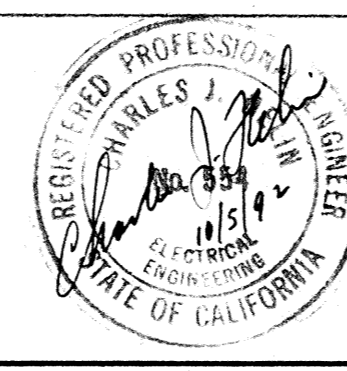
SYMBOL	DESCRIPTION
⊙	JUNCTION BOX
⊕	THERMOSTAT
— —	CONDUIT BUSHING OR CAP
---	CONDUIT UNDERGROUND
///	CROSS LINES INDICATE NUMBER OF #12 CONDUCTORS NO CROSS LINES INDICATE INSTALL QTY. AS REQUIRED.
—	CONDUIT RUN EXPOSED
A-1,3	BRANCH CIRCUIT HOME RUN TO PANELBOARD LETTER AND NUMBER A-1,3 IDENTIFIES PANEL AND CIRCUIT NUMBERS.
W.P.	WEATHERPROOF
AX	TWISTED SHIELD PAIR #18 AWG
—	POWER FACTOR CORRECTION CAPACITOR.
G	GROUND
BC	BARE COPPER
TM	RUNNING TIME METER
O/L	OVERLOAD CONTACT
LSA	LIMIT SWITCH - ON CONTROL VALVE "A"
SOLA	SOLENOID - ON CONTROL VALVE "A"
C.O.	CONDUIT ONLY
S.C.E.	SOUTHERN CALIFORNIA EDISON
⊠	NON-FUSED DISCONNECT
⊕	CONVENIENCE OUTLET G.F.I TYPE
⊠ 2	ACROSS LINE MAGNETIC STARTER SUB-NUMBER INDICATES NEMA SIZE.
⊠	FAN SWITCH
G.F.P.	GROUND FAULT PROTECTION
⊠	ONE-LINE CONDUIT REFERENCE
⊠	PRESSURE SWITCH
▲	ITEM LOCATED IN MCC STARTER SECTION
■	ITEM LOCATED IN MCC RELAY SECTION
TEL	TELEMETRY
S ₂	LIGHTING CONTROL SINGLE POLE SWITCH SUB-LETTER "2" INDICATES LIGHT(S) CONTROLLED +48"
S ₃	THREWAY SWITCH
MSA	MAGNETIC STARTER PUMP "A"
TMA	TIME METER
VR	3 PHASE VOLTAGE RELAY, RK ELECTRONICS, PVCL-400-AR OR APPROVED EQUAL.
TDA	TIME DELAY RELAY OCTAL 120VAC POTTER BROMFIELD 0-180 SEC.
MXA	GENERAL PURPOSE RELAY OCTAL 120VAC POTTER BROMFIELD #KRP11A.



ELECTRICAL SITE PLAN
SCALE: 1"=10'-0"

AS BUILT
COMPLETED
AUGUST 26, 1994
(SEE ALSO A-5)
BOLTS BY
LEADS BY
VELETTI ELECTRIC

REFER TO SECTION 7-10.4.1 OF THE STANDARD SPECIFICATIONS REGARDING SAFETY ORDERS



Eggett & Helin
ENGINEERS - CONSULTANTS
INCORPORATED
4444 Riverside Drive • Burbank, Calif. 91505-4048
(213) 849-6196

NO.	DATE	DRAWN BY	CHECK BY	REVISION	SUBMITTED BY	APPROVED BY

LOS ANGELES COUNTY
WATERWORKS DISTRICTS

DESIGN BY: R.A.
DRAWN BY: J.L.
CHECK BY: S.J.O.
OPER. APPR.:
SUBMITTED BY: W.J.
DATE: 5-4-93

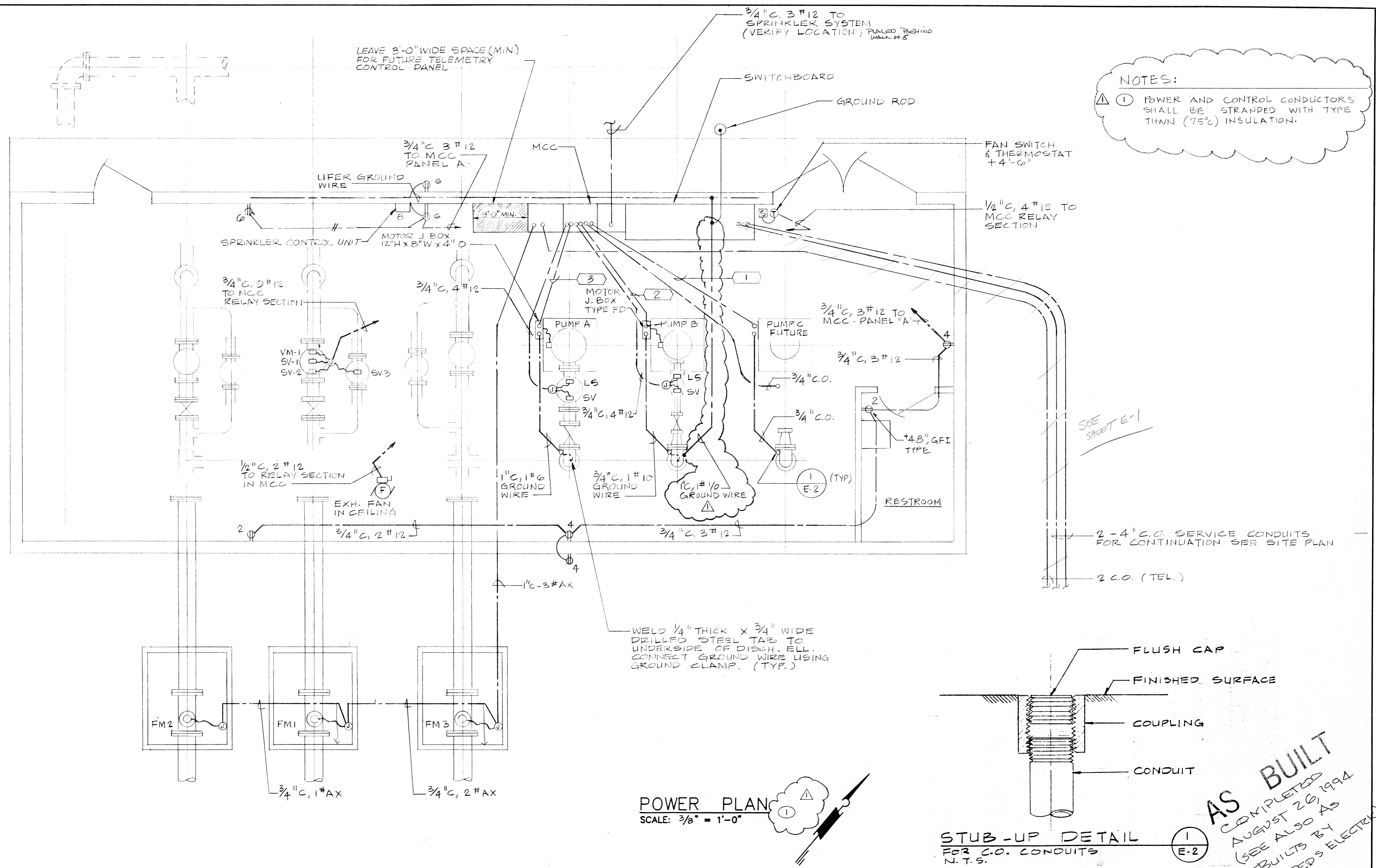
CITY OF LOMITA
CITY WATER SYSTEM

APPIAN WAY PUMPING PLANT AND PRESSURE REDUCING STATION

26255 APPIAN WAY

SPEC. NO. WWD 13-80
JOB NO. YS13363L
DRAWING NO. 13.80.18

SHEET E-1
18 OF 24 SHEETS

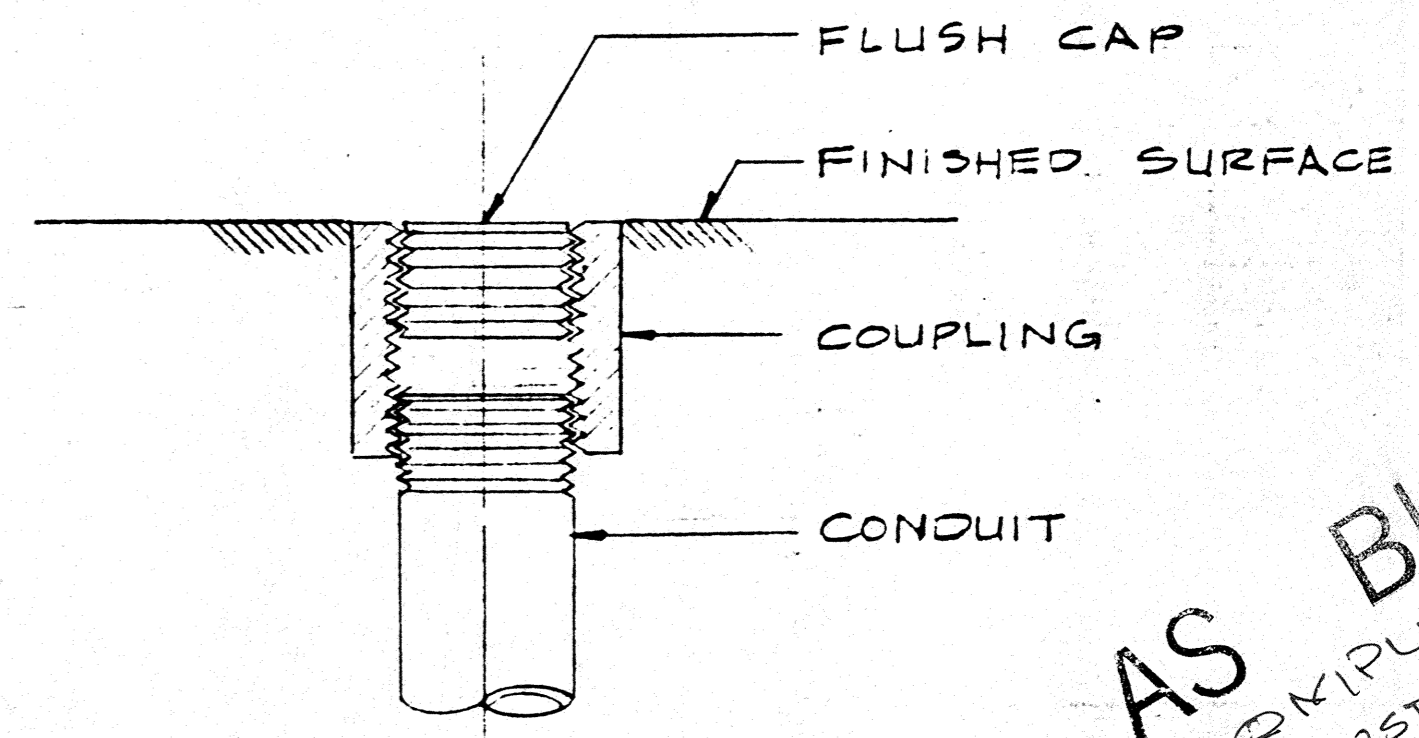


NOTES:
 ① POWER AND CONTROL CONDUCTORS SHALL BE STRANDED WITH TYPE THWN (75°C) INSULATION.

SEE SHEET E-1

2 - 4" C.O. SERVICE CONDUITS FOR CONTINUATION SEE SITE PLAN
 2 C.O. (TEL.)

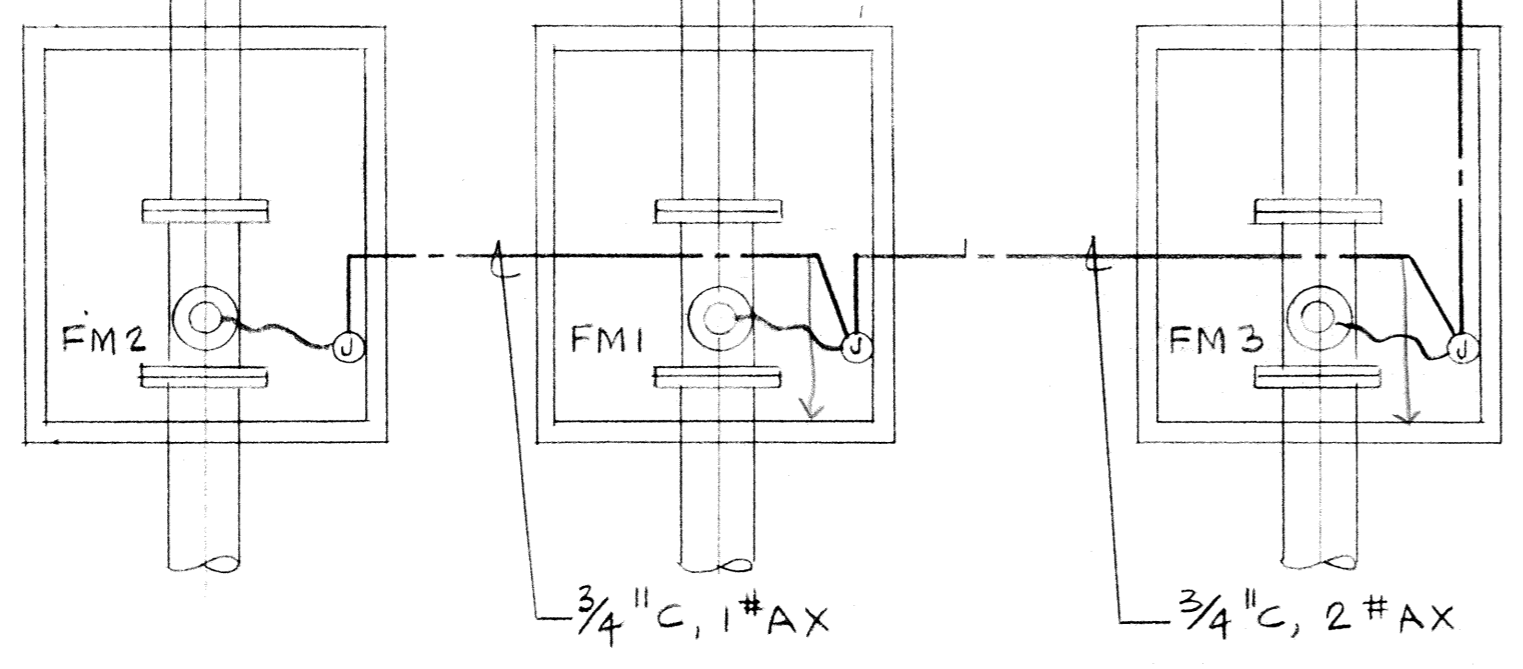
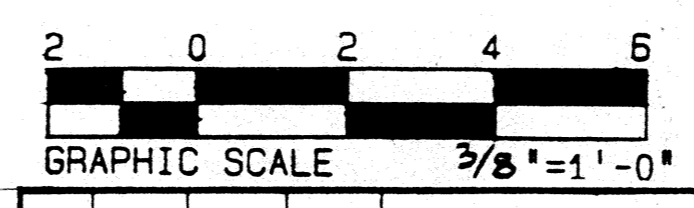
WELD 1/4" THICK X 3/4" WIDE DRILLED STEEL TAB TO UNDERSIDE OF DISCH. ELL. CONNECT GROUND WIRE USING GROUND CLAMP. (TYP.)



STUB-UP DETAIL FOR C.O. CONDUITS N.T.S.

AS BUILT
 COMPLETED AUGUST 26, 1994
 (SEE ALSO AS BUILT BY LEED'S ELECTRIC)

POWER PLAN
 SCALE: 3/8" = 1'-0"



ELECTRICAL POWER PLAN

REFER TO SECTION 7-10.4.1 OF THE STANDARD SPECIFICATIONS REGARDING SAFETY ORDERS.



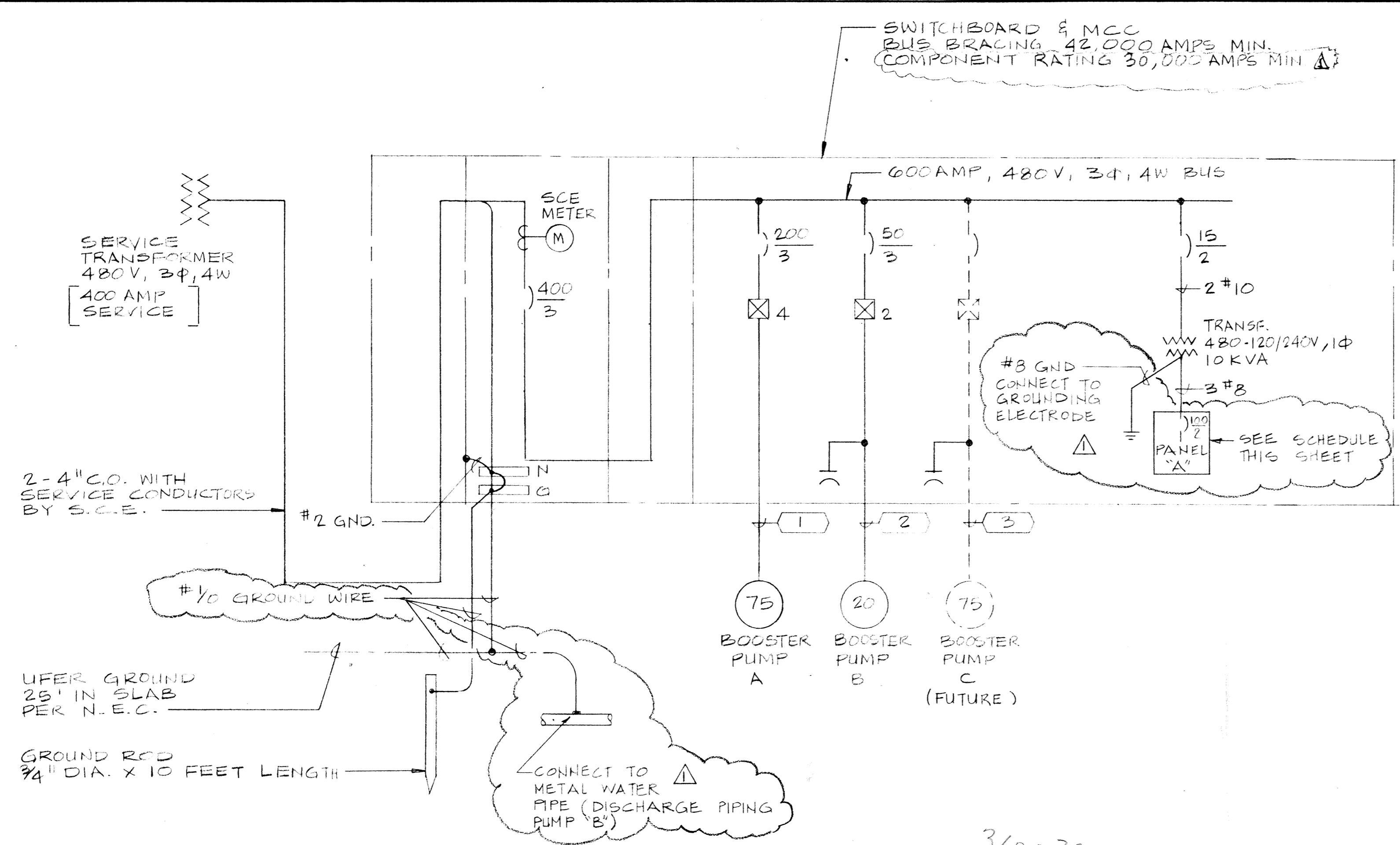
Eggett & Helin
 ENGINEERS - CONSULTANTS
 INCORPORATED
 4444 Riverside Drive - Burbank, Calif. 91505-4048
 (213) 848-6196

NO.	DATE	DRAWN BY	CHECK BY	REVISION	SUBMITTED BY	APPROVED BY
1	8/3/93	VR	VR	PLAN CHECK REVISIONS.	W.T.	

DESIGN BY: RA
 DRAWN BY: JL
 CHECK BY: SJO
 OPER. APPR.:
 SUBMITTED BY: W.T.
 APPROVED BY: *Dean Eggett*
 DATE: 5-4-93

LOS ANGELES COUNTY WATERWORKS DISTRICTS
 CITY OF LOMITA CITY WATER SYSTEM
 APPIAN WAY PUMPING PLANT AND PRESSURE REDUCING STATION
 26255 APPIAN WAY

SPEC. NO. WWD13-80
 JOB NO. Y513363L
 DRAWING NO. 13.80.19
SHEET E-2
 19 OF 24 SHEETS
 J-6341

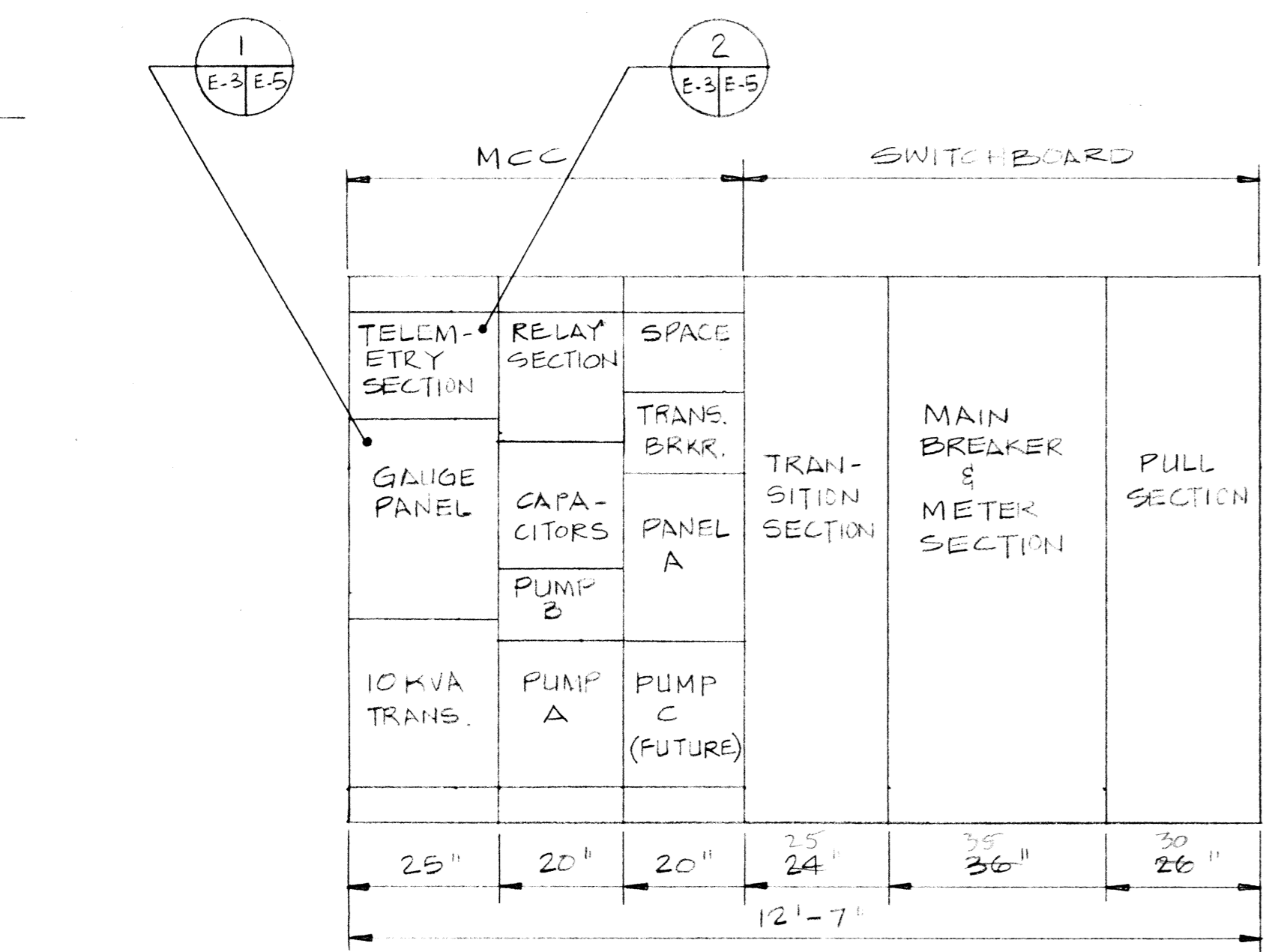


CONDUIT & CABLE SCHEDULE

CONDUIT NUMBER	CONDUIT & WIRE
1	2" C, 3 #10, 1 #6 GND.
2	2" C, 3 #8 & 1 #10 GND.
3	2" C.O.

LOAD SCHEDULE

LOAD	KW/HP	AMPS
BOOSTER PUMP A	75 HP	96
BOOSTER PUMP B	20 HP	27
BOOSTER PUMP C (FUTURE)	75 HP	96
PANEL A	10 KW	21
25% OF LARGEST MOTOR		24
TOTAL		264



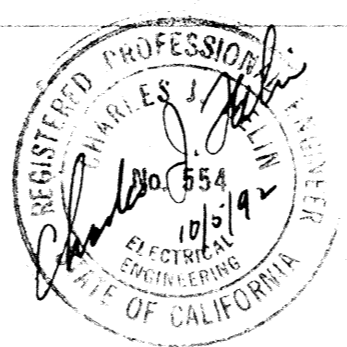
SWITCHBOARD AND MOTOR CONTROL CENTER
N.T.S.

310-720-2762
577-104-3765-4060

PANEL "A" 120/240VOLT 1PHASE 3 WIRE 100 AMPERE MAIN BRKR
LOCATION PUMP STATION MOUNTING MCC LOAD 5.0 KVA 21 AMPERES

LINE	VA LOAD	LOAD DESCRIPTION	RECS	CKTBRK	BUS	CKTBRK	OUTLETS	LOAD DESCRIPTION	VA LOAD	CC	
1	700	LIGHTS	5	1	20	20	2	RECEPTACLES	300	2	
3	700	LIGHTS & EXH FAN	1	5	20	20	3	RECEPTACLES	540	4	
5	100	OUTDOOR LIGHTS	3	2	20	20	3	RECEPTACLES	540	6	
7	100	OUTDOOR LIGHTS	2	1	20	20	1	SPRINKLER	300	8	
9	200	RELAY SECTION	3	1	20	20	1	PUMP A CONTROL	100	10	
11	700	FAN	1	1	15	20	1	PUMP B CONTROL	100	12	
13	200	TELEMETRY	3	1	15	20	1	SPACE		14	
15		SPACE						SPACE		16	
17		SPACE						SPACE		18	
1200	1500								1000	940	
NOTES:									LINE TOTALS	2200	2440
									LOAD ADDER	200	200
									TOTAL VA/B	2400	2640
									LINE AMPS	19	22

AS BUILT
COMPLETED
AUGUST 26, 1994
(THIS SHEET DONE BY LEEDS' ELECTRIC)



ENGINEERS - CONSULTANTS
Eggett & Helin
INCORPORATED
4444 Riverside Drive • Burbank, Calif. 91505-4048
(213) 849-6196

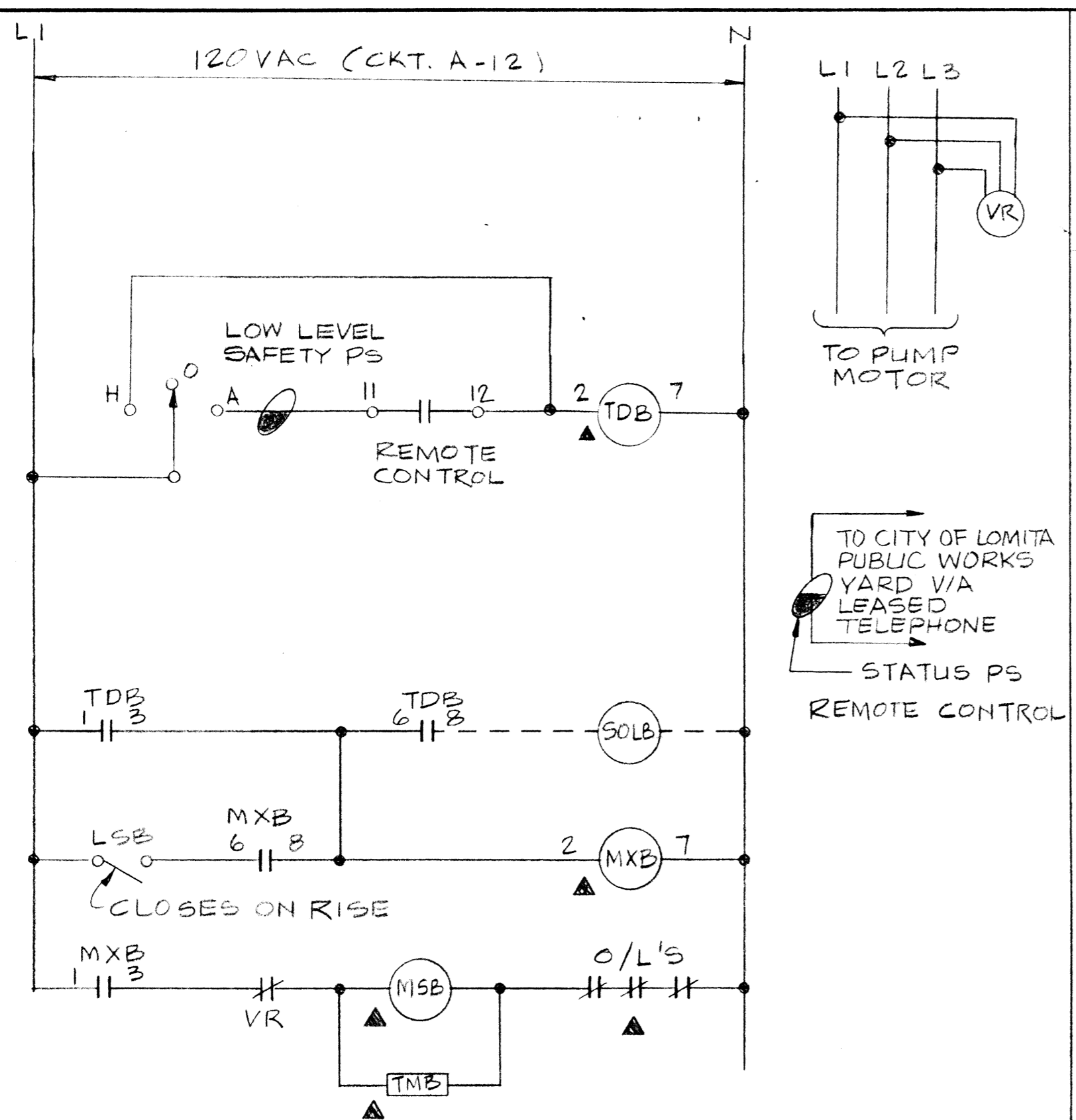
ELECTRICAL ONE LINE DIAGRAM

DATE	DRAWN BY	CHECK BY	REVISION	SUBMITTED BY	APPROVED BY
8/3/93	VR	VR	PLAN CHECK REVISIONS	W.T.	

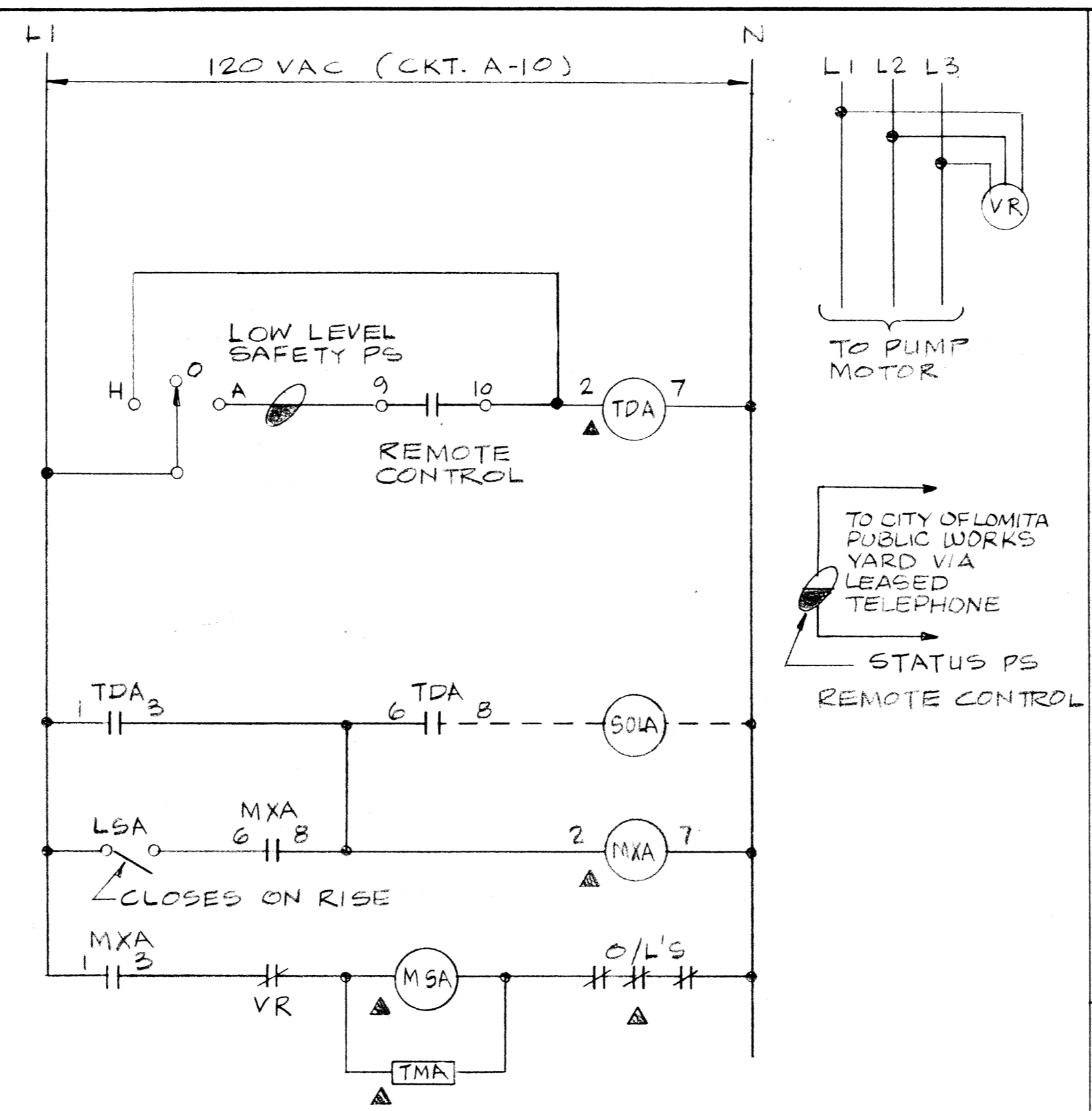
LOS ANGELES COUNTY WATERWORKS DISTRICTS
DESIGN BY: RA
DRAWN BY: J.L.
CHECK BY: SJO
OPER. APPR.:
SUBMITTED BY: W.T.
APPROVED BY: Dean Ephraïm
DATE: 5-4-93

CITY OF LOMITA CITY WATER SYSTEM
APPIAN WAY PUMPING PLANT AND PRESSURE REDUCING STATION
26255 APPIAN WAY

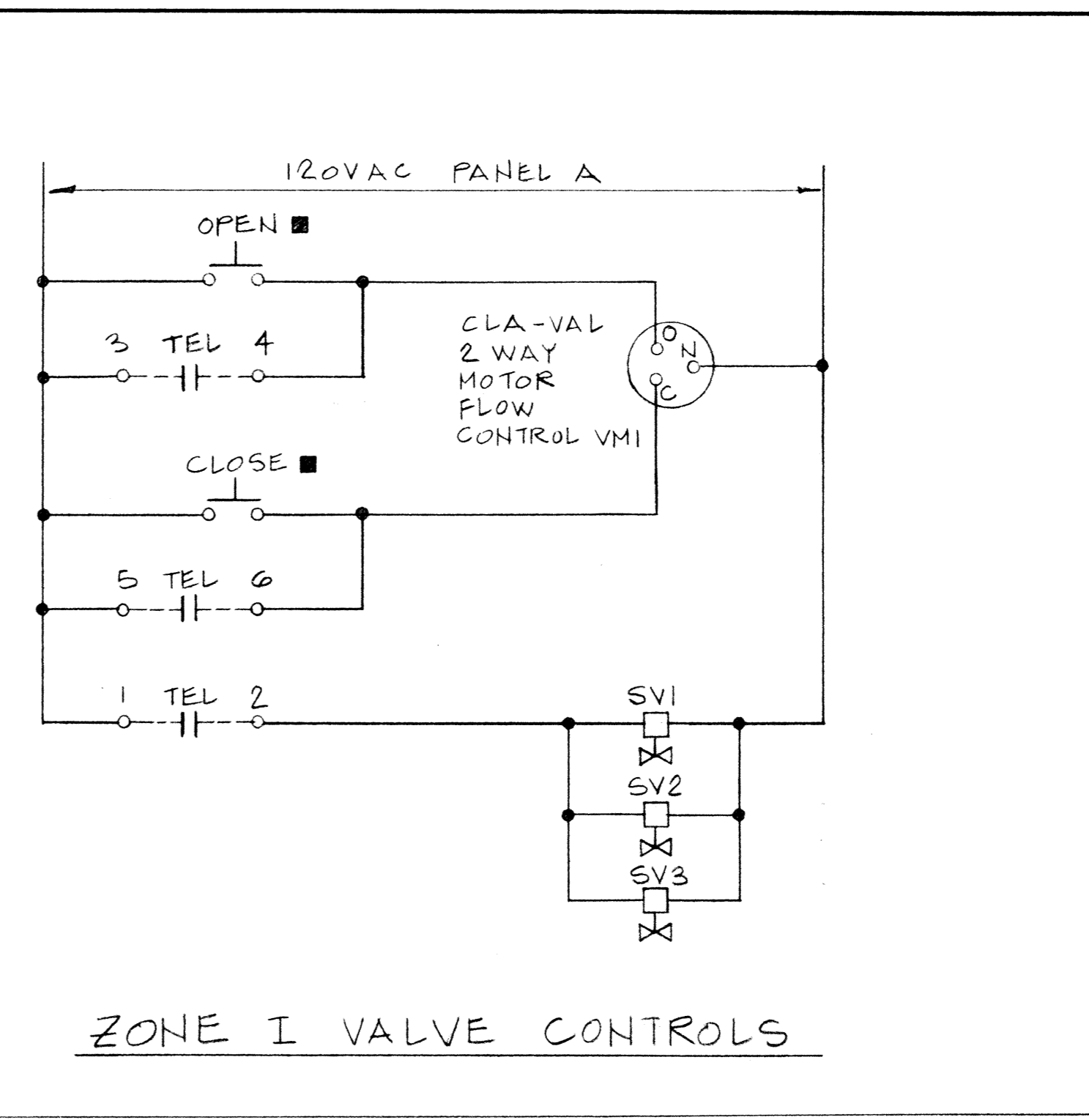
SPEC. NO. WWD 13-20
JOB NO. Y913368L
DRAWING NO. 13-20-20
SHEET 24 OF 24 SHEETS



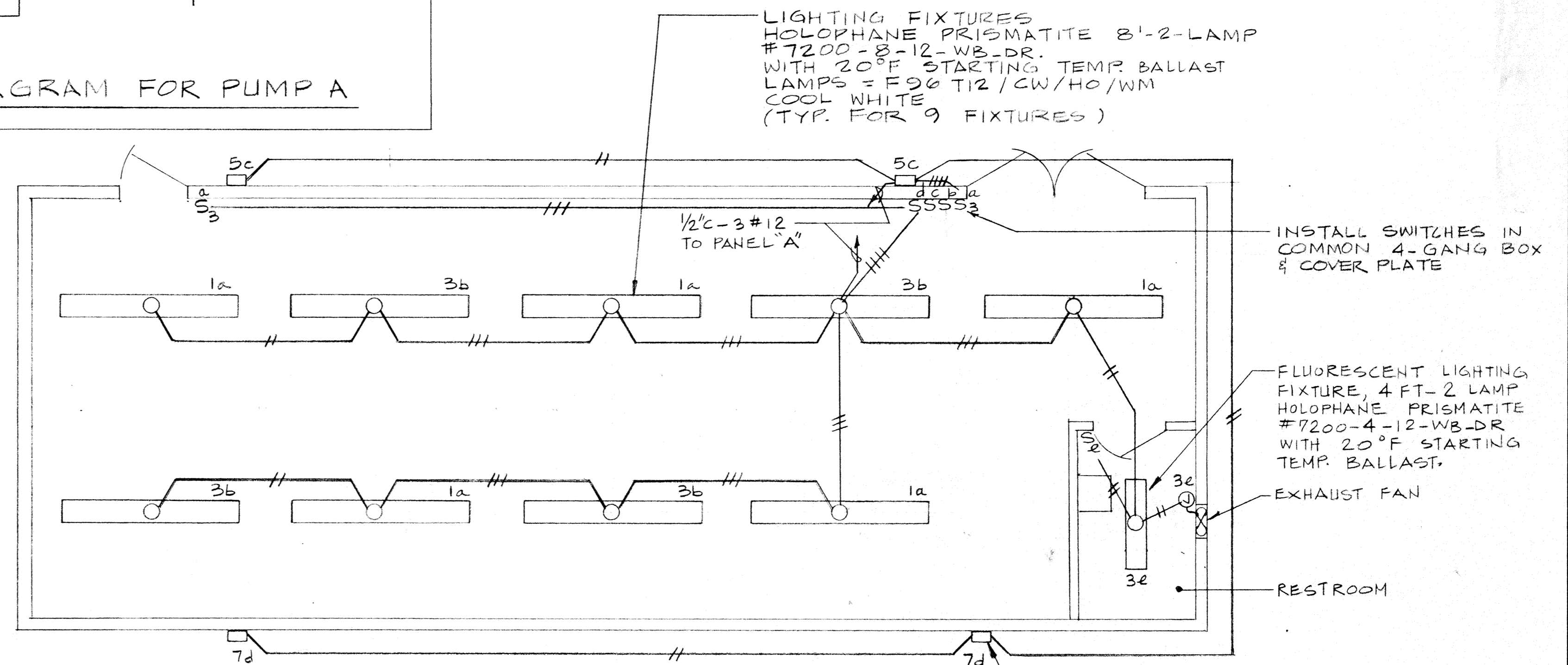
CONTROL DIAGRAM FOR PUMP B



CONTROL DIAGRAM FOR PUMP A



ZONE I VALVE CONTROLS



LIGHTING FIXTURES HOLOPHANE PRISMATITE 8'-2-LAMP #7200-8-12-WB-DR. WITH 20°F STARTING TEMP BALLAST LAMPS = F96 T12 / CW/HO / WM COOL WHITE (TYP. FOR 9 FIXTURES)

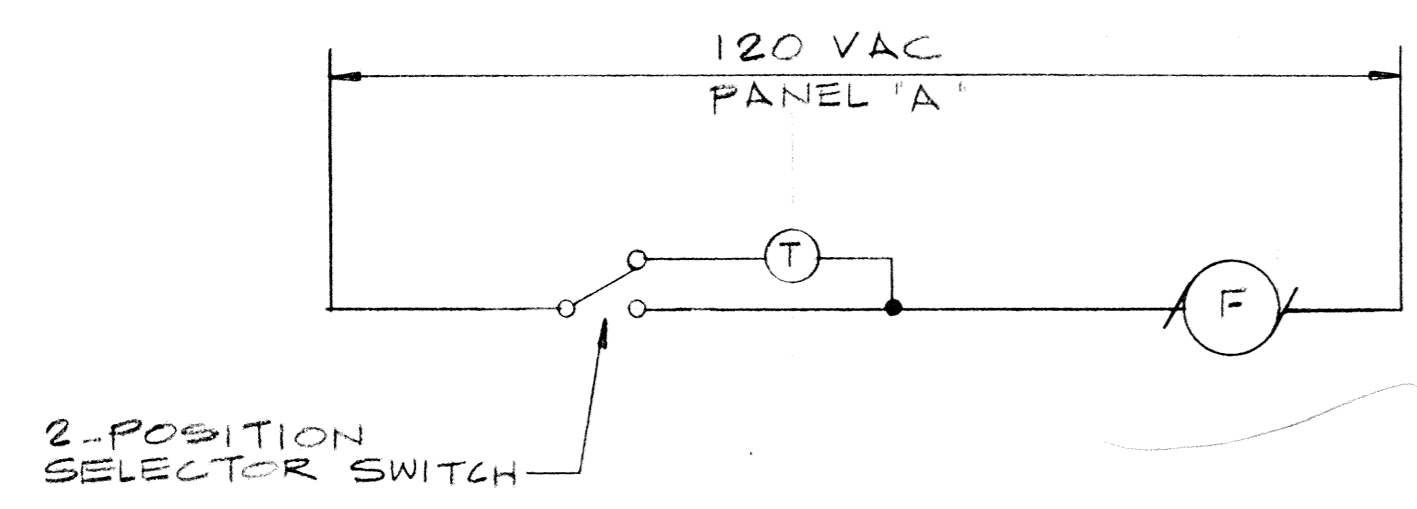
INSTALL SWITCHES IN COMMON 4-GANG BOX & COVER PLATE

FLUORESCENT LIGHTING FIXTURE, 4 FT-2 LAMP HOLOPHANE PRISMATITE #7200-4-12-WB-DR WITH 20°F STARTING TEMP. BALLAST.

EXHAUST FAN

RESTROOM

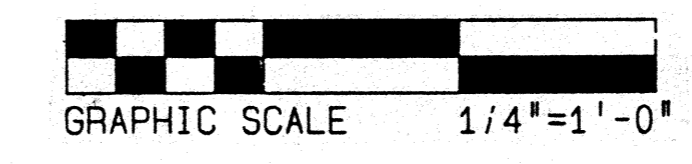
LIGHTING FIXTURE MOLDCAST #MDL-1 50 WATT HPS (TYP. FOR 4 FIXTURES - FIXTURES SHALL BE SUITABLE FOR OUTDOOR SERVICE)



EXHAUST FAN CONTROL DIAGRAM

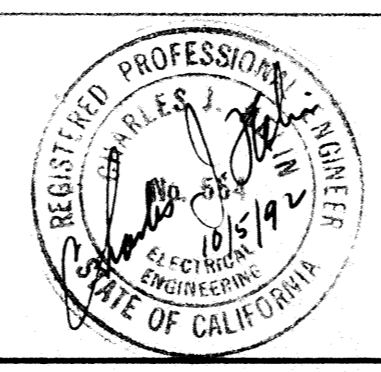
LIGHTING PLAN

SCALE: 1/4" = 1'-0"



AS BUILT
 COMP. LETT'D AUGUST 26, 1994
 (SEE ALSO BUILTS BY LEADS BY ELECTRIC)

LIGHTING AND CONTROL DIAGRAMS REFER TO SECTION 7-10.4.1 OF THE STANDARD SPECIFICATIONS REGARDING SAFETY ORDERS.



ENGINEERS - CONSULTANTS
Eggett & Helin
 INCORPORATED
 4444 Riverside Drive • Burbank, Calif. 91505-4048
 (213) 849-6196

NO.	DATE	DRAWN BY	CHECK BY	REVISION	SUBMITTED BY	APPROVED BY

LOS ANGELES COUNTY WATERWORKS DISTRICTS
 DESIGN BY R.A.
 DRAWN BY J.L.
 CHECK BY SJO
 OPER. APPR.
 SUBMITTED BY J.W.T.
 DATE 5-4-93
 APPROVED BY Dean Eptodias

CITY OF LOMITA CITY WATER SYSTEM
 APPIAN WAY PUMPING PLANT AND PRESSURE REDUCING STATION
 26255 APPIAN WAY

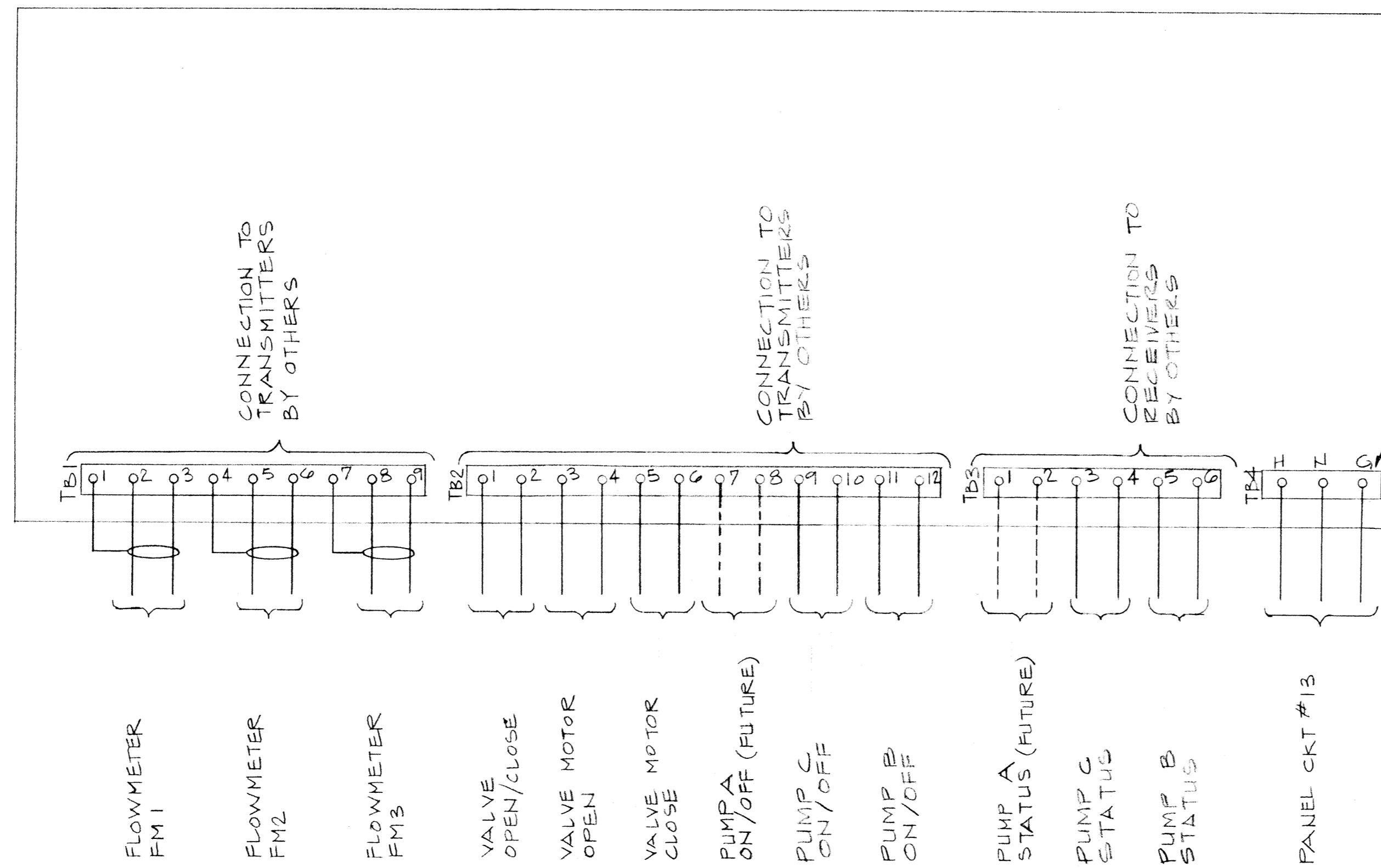
SPEC. NO. WWD 13-80
 SHEET E-4
 OF 21
 JOB NO. YB13363L
 DRAWING NO. 13.80.21
 24 SHEETS

NOTES

① PROVIDE ROUND HOLES IN DOOR SO THAT PRESSURE GAUGES SHOW WITH DOOR CLOSED. MOUNT PRESSURE GAUGES FLUSH WITH DOOR SURFACE.

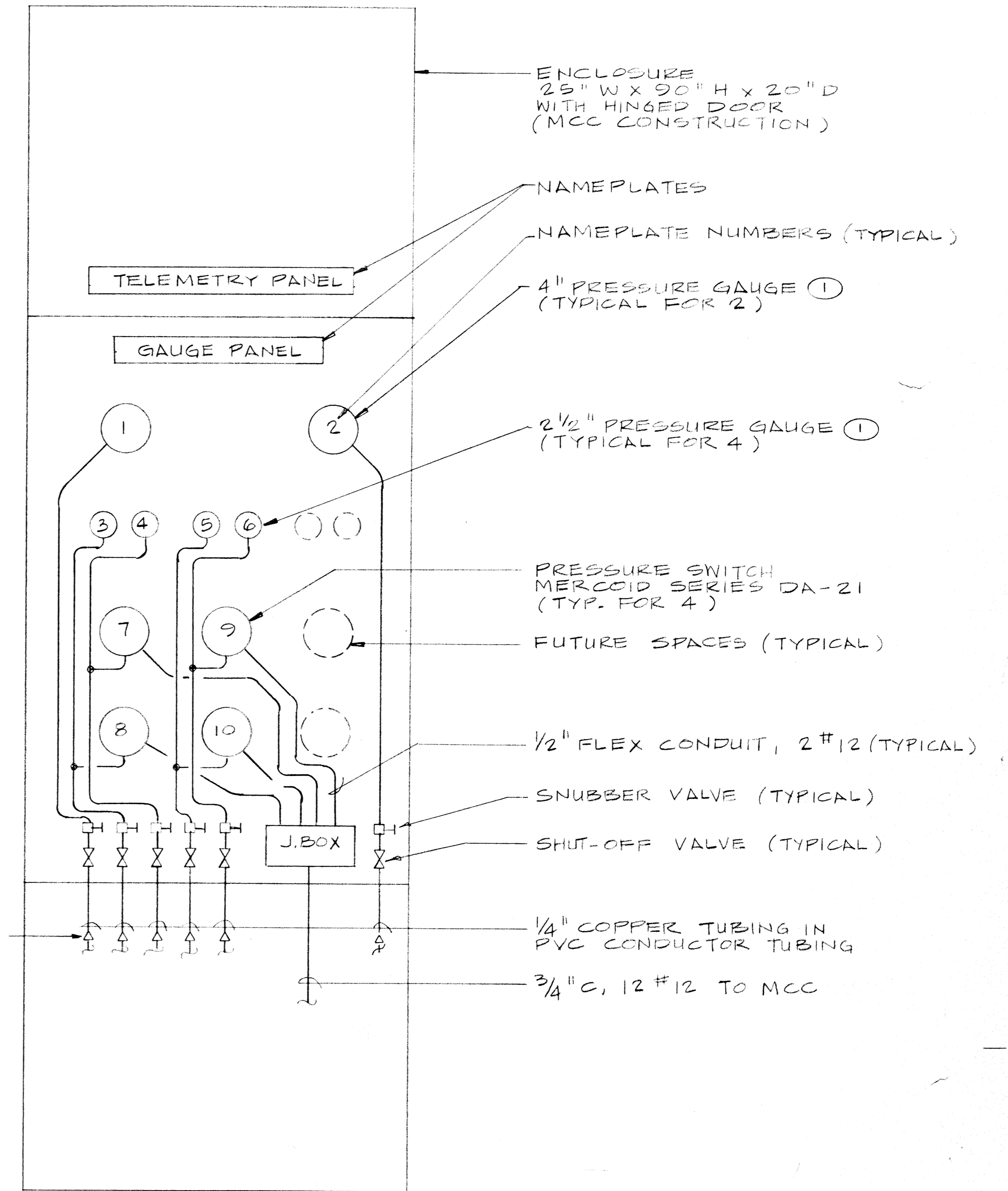
GAUGE PANEL NAMEPLATE SCHEDULE	
N/P NUMBER	NAMEPLATE INSCRIPTION
1	SUCTION PRESSURE
2	DISCHARGE PRESSURE
3	PUMP A SUCTON PRESSURE
4	PUMP A DISCHARGE PRESSURE
5	PUMP B SUCTON PRESSURE
6	PUMP B DISCHARGE PRESSURE
7*	PUMP A REPORT BACK PRESS. SW.
8*	PUMP A LOW LEVEL SAFETY SW.
9*	PUMP B REPORT BACK PRESS. SW.
10*	PUMP B LOW LEVEL SAFETY SW.

* INSTALL NAMEPLATE INSIDE PANEL



TELEMETRY SECTION
N.T.S.

2
E3/E5

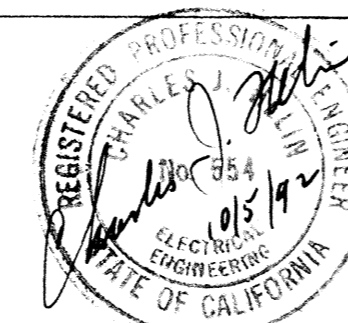


GAUGE PANEL
N.T.S.

AS BUILT
COMPLETED
AUGUST 26, 1994
(SEE ALSO AS BUILTS
BY LEEDS ELECTRIC)

ELECTRICAL DETAILS

REFER TO SECTION 7-10.4.1 OF THE STANDARD SPECIFICATIONS REGARDING SAFETY ORDERS.



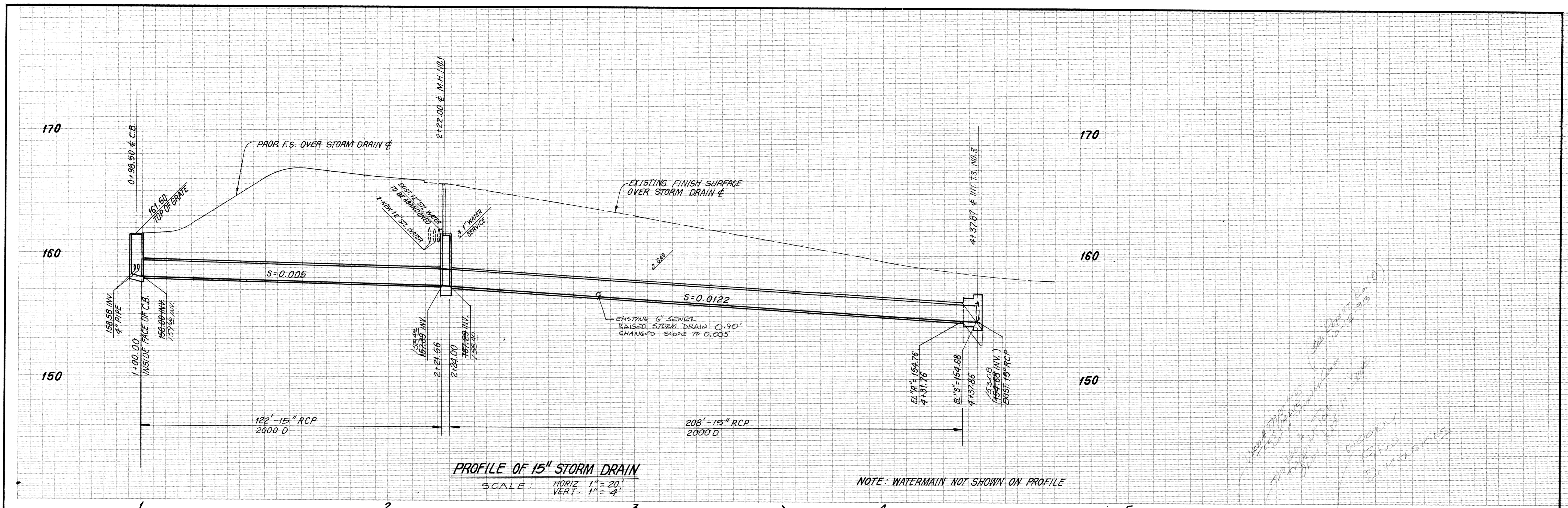
Eggett & Helin
ENGINEERS - CONSULTANTS
INCORPORATED
4444 Riverside Drive • Burbank, Calif. 91505-4048
(213) 849-6196

NO.	DATE	DRAWN BY	CHECK BY	REVISION	SUBMITTED BY	APPROVED BY

LOS ANGELES COUNTY WATERWORKS DISTRICTS
DESIGN BY RA
DRAWN BY J.L.
CHECK BY S.J.O.
OPER. APPR. []
SUBMITTED BY H.J.
DATE 5-4-97
APPROVED BY Dean Eggett

CITY OF LOMITA CITY WATER SYSTEM
APPIAN WAY PUMPING PLANT AND PRESSURE REDUCING STATION
26255 APPIAN WAY

SPEC. NO. WND-13-80
JOB NO. Y513363L
DRAWING NO. 13-80-22
SHEET 22 OF 24



PROFILE OF 15" STORM DRAIN
SCALE: HORIZ. 1" = 20'
VERT. 1" = 4'

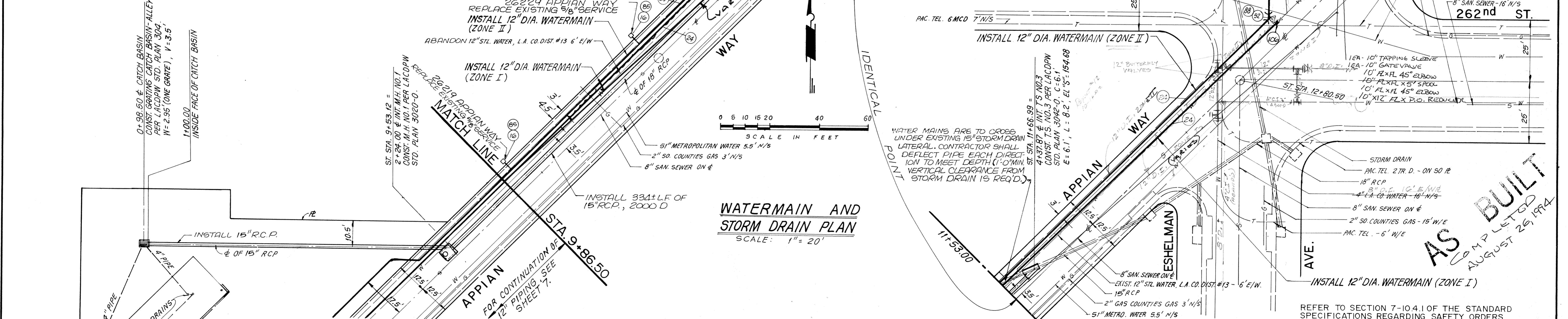
NOTE: WATERMAIN NOT SHOWN ON PROFILE

B.M. ELEV. 157.78
TOP OF CURB N.E. CURB RETURN
IN APPIAN WAY AT ESHELMAN AVE.

STANDARD DRAWINGS
(LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS)

NUMBER	DESCRIPTION	NUMBER	DESCRIPTION
3020-0	MANHOLE NO.1	311	FRAME & GRATING FOR CATCH BASINS
630	24 INCH MANHOLE FRAME AND COVER	308	MONOLITHIC CATCH BASIN CONNECTION
3029-0	STANDARD MANHOLE SHAFT	3042-0	TRANSITION STRUCTURE NO.3 (PIPE TO PIPE)
635	STEEL STEP		
304	GRATING CATCH BASIN - ALLEY		
309	CATCH BASIN REINFORCEMENT		

- NOTES**
- ALL DRAINAGE STRUCTURES SHALL BE CONSTRUCTED PER L.A.C.D.P.W. STANDARD DRAWINGS.
 - REPLACE ALL PAVEMENT IN KIND.
 - WATERMAIN MATERIALS ARE DESCRIBED ON SHEET 2.
 - FOR LEGEND, SEE SHEET 7.
 - THE CONTRACTOR SHALL POthOLE TO DETERMINE THE LOCATIONS OF EXISTING UTILITIES IN STREET R/W PRIOR TO COMMENCEMENT OF EXCAVATION.

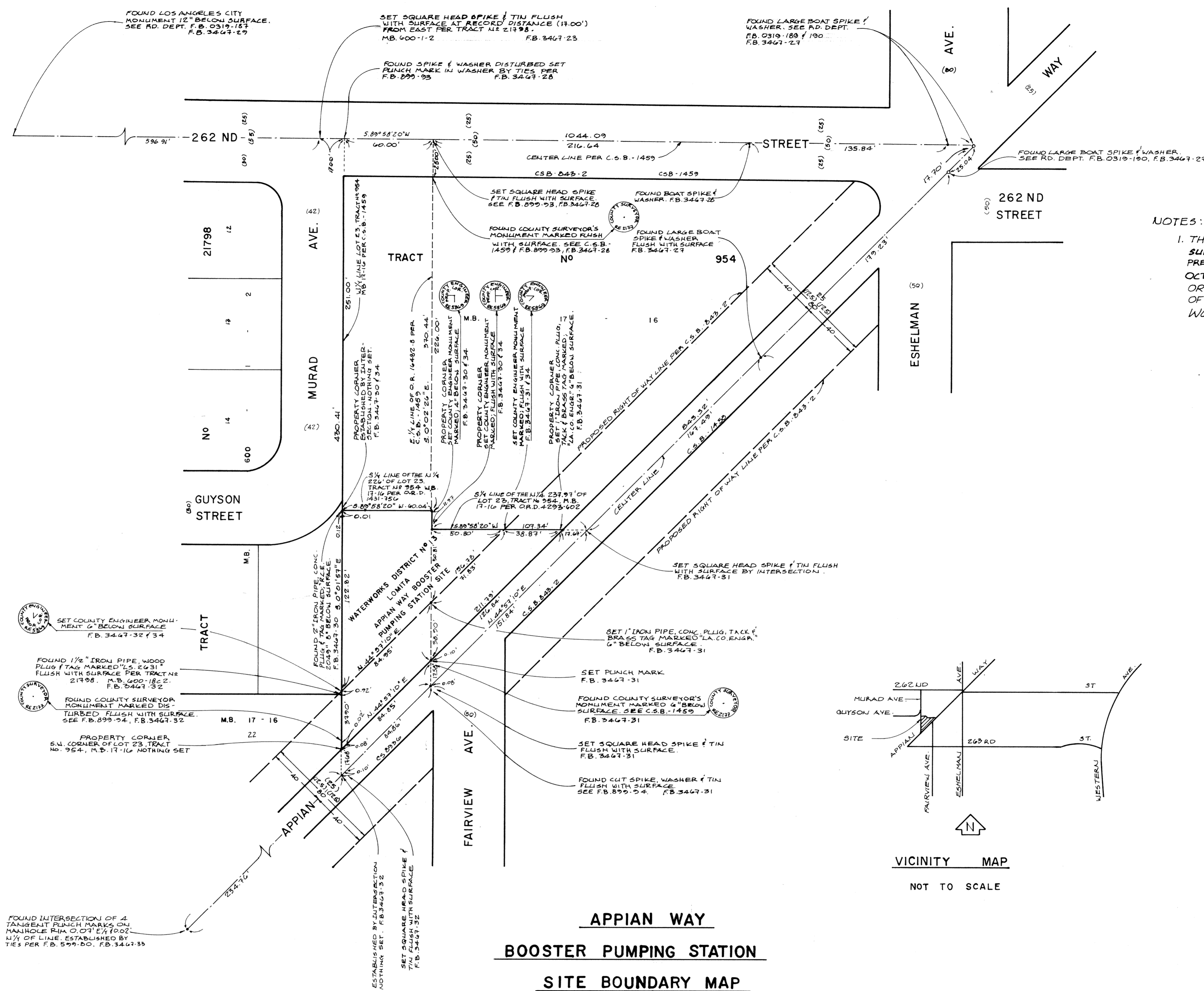


WATERMAIN AND STORM DRAIN PLAN
SCALE: 1" = 20'

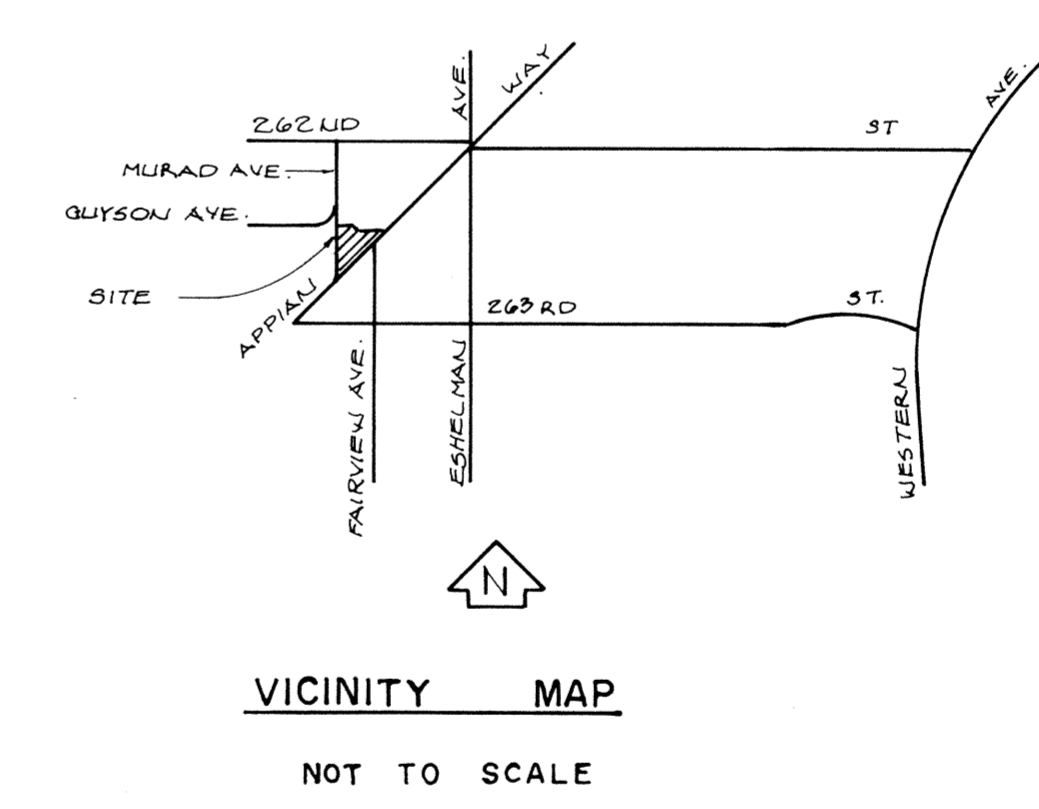
AS BUILT
COMP LET
AUGUST 26, 1994

REFER TO SECTION 7-10.4.1 OF THE STANDARD SPECIFICATIONS REGARDING SAFETY ORDERS.

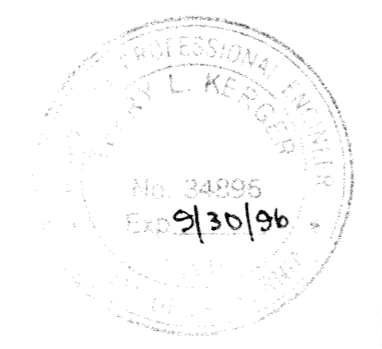
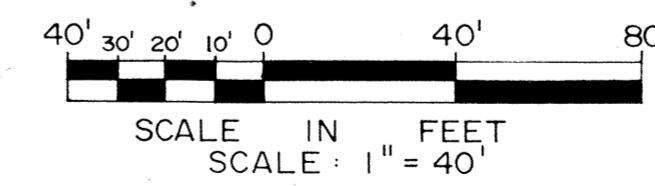
<p>ASL Consulting Engineers</p>	<input type="checkbox"/> ARCADIA (818) 447-4484 <input type="checkbox"/> IRVINE (714) 727-7089 <input type="checkbox"/> PALM SPRINGS (919) 320-4220 <input type="checkbox"/> RANCHO CUCAMONGA (714) 980-9883 <input type="checkbox"/> CAMARILLO (805) 368-2344	DESIGNED BY: JE CHECKED BY: SJO DATE: NOVEMBER 1992	SCALE: 1" = 20' JOB NO.: 1601.030.1	LOS ANGELES COUNTY WATERWORKS DISTRICTS	DESIGN BY: JE DRAWN BY: LDB CHECK BY: SJO OPER. APPR.: SUBMITTED BY: PV, J	CITY OF LOMITA CITY WATER SYSTEM	SPEC. NO.: WWD 13-80 SHEET: 23 OF 24 SHEETS
	APPROVED BY: Dean Epifanio DATE: 5-4-93	IMPROVEMENTS FOR PUMPING AND PRESSURE REGULATING STATION AT 26255 APPIAN WAY	JOB NO.: Y513363L DRAWING NO.: 13.80.23				



NOTES:
 1. THIS DRAWING IS A REPRODUCTION OF COUNTY SURVEYORS MAP US. B-5091, FILED APRIL 6, 1970 PREPARED BY ASL CONSULTING ENGINEERS IN OCTOBER 1992, TO OBTAIN A COPY OF THE ORIGINAL DRAWING, CONTACT THE COUNTY OF LOS ANGELES, DEPT. OF PUBLIC WORKS, SURVEY DIVISION.



**APPIAN WAY
 BOOSTER PUMPING STATION
 SITE BOUNDARY MAP**



ASL Consulting Engineers		<input type="checkbox"/> ARCADIA (818) 447-4494 <input type="checkbox"/> IRVINE (714) 727-7099 <input type="checkbox"/> PALM SPRINGS (619) 320-4220 <input type="checkbox"/> RANCHO CUCAMONGA (714) 989-8983 <input type="checkbox"/> CAMARILLO (805) 388-2344
DESIGNED BY SJO	CHECKED BY JE	SCALE: 1" = 40'
DRAWN BY DDB	DATE NOVEMBER 1992	FILE NO. 1601.030.1

NO.	DATE	DRAWN BY	CHECK BY	REVISION

LOS ANGELES COUNTY WATERWORKS DISTRICTS APPROVED BY: <i>Dean Ephraïm</i> DATE: 5-4-93	DESIGN BY: SJO DRAWN BY: DDB CHECK BY: JTE OPER. BY: SUBMITTED BY: <i>WJ</i> DATE:
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CITY OF LOMITA CITY WATER SYSTEM IMPROVEMENTS FOR PUMPING AND PRESSURE REGULATING STATION AT 26255 APPIAN WAY	SPEC. NO. WWD 13-80 OF JOB NO. Y513363L DRAWING NO. 13.80.24	SHEET 24 OF 24 SHEETS
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AS BUILT
 COMPLETED AUGUST 1994

REFER TO SECTION 7.10.4.1. OF THE STANDARD SPECIFICATIONS REGARDING SAFETY ORDERS

**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



MARCH 2023

PROPOSAL FOR

ENGINEERING SERVICES FOR

New Roof Design for Appian Way Pump Station





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March 16, 2023

email: publicworks@lomacity.com

City of Lomita, Public Utilities Department
24300 Narboone Avenue
Lomita, CA 90717

Reference: Proposal for New Roof Design for Appian Way Pump Station

Dear Mr. Sampat,

Our Tetra Tech team is excited at the opportunity to work with the City of Lomita on the New Roof Design for Appian Way Pump Station. We understand what a critical role this pump station plays in the overall City water system. Tetra Tech desires to be a partner with the City to upgrade this aging facility and increase overall system reliability. We have prepared a proposal in conformance with the requirements of the Request for Proposal dated February 23, 2023, and Addendum 1 dated March 10, 2023. Our team offers the City the following benefits:

- **Design Team:** We have assembled a team that has spent a large majority of their careers on water infrastructure projects. This is what they love to do! It starts with the Project Manager, Eric Yuen, P.E., S.E. with over 16 years of experience leading structural design projects. He will be supported with team members that he has been working with for over a decade. This includes Victor Ramirez, our Quality Lead (40+ years), Ken Berard, Mechanical Lead (30+ years) and Mazen Kassar, Electrical Lead (30+ years).
- **Anticipating the Issues:** Members of our team bring a wide breath of design knowledge including decades of experience with structural design of water related structures. This means there is a very low learning curve and we use our experience and depth of resources to identify and address anticipated challenges early in the project. This means identifying challenges such as seismic resiliency, corrosion resistance, or material/Contractor availability and supply chain issues early and dealing with them directly with a plan of action. To assist the team with this we have included Victor Ramirez, SE on the team; he has more than 40 years of experience with these type of projects.
- **Depth of Resources:** Tetra Tech has 120 professionals in our Irvine office, offices and a total of 800 professionals in Southern California. With that in mind, Tetra Tech has the resources to deliver this project within the proposed schedule.

We are willing and ready to work with the City to see the New Roof Design for Appian Way Pump Station Project through to a successful completion. We trust that this proposal adequately conveys our wide range of experience and our excitement to be a part of City of Lomita's team. We have reviewed the conditions listed in the "Request for Proposals" and have no exceptions.

Thank you for the opportunity to submit this statement of qualifications. Should you require additional information or have any questions, please feel free to contact me at 909.305.2951 or via email at eric.yuen@tetrattech.com.

Sincerely,

A handwritten signature in blue ink that reads 'Eric Yuen'.

Eric Yuen, PE, SE
Project Manager
EY/MM:tth

M:\Marketing\Proposals\FY 2023\Lomita- NewRoofDesignAppianWay PS\3 Proposal\Draft\01-Coverltr.docx

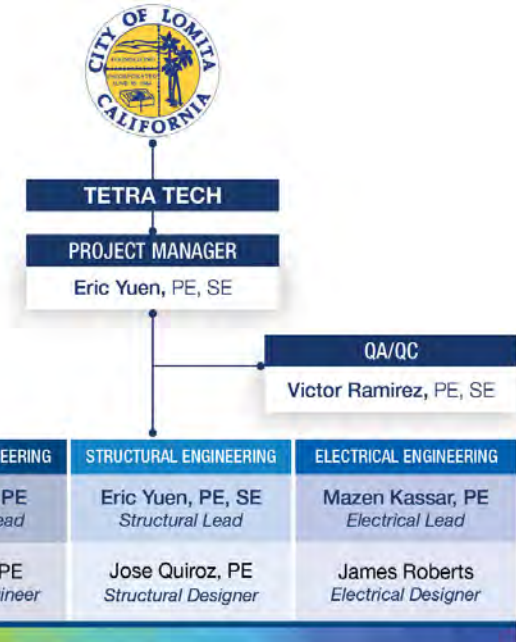


QUALIFICATIONS AND EXPERIENCE: Section 5

STAFF MEMBERS

Our structural design team includes our own in-house staff of structural engineers, which includes **two California Registered Structural Engineers**, all with experience in the water and wastewater pump station design, both of these structural engineers will be assigned to your project. Our team of engineers is experienced in the design, detailing, seismic analysis, retrofit, rehabilitation and construction of reinforced CMU pump station building. This experience will be valuable in the roof replacement design for this project.

Tetra Tech may be perceived as a large worldwide company, involved in the design of large national and international projects. For the most part, it is a collection of smaller medium size companies methodically acquired over the years through a careful and selective vetting process, searching for technically sound companies with a longstanding relationship with local clientele, in the market areas of consulting engineering that the company has made a focused and strategic commitment to be engaged in. The work on this project will be performed by structural and civil engineering staff located in San Dimas. The staff in San Dimas has an extensive history of successful water infrastructure projects. The ability to successfully evaluate, plan, design and rehabilitate existing municipal water infrastructure is a niche area of structural engineering expertise, which involves knowledge and experience beyond that required for the design of new buildings.



PROJECT TEAM

Tetra Tech’s strength lies in the qualifications of our project team, the individual team member’s commitment of our firm, and our knowledge of pump station and roof replacement design. These strengths will allow us to respond to the City’s requirements of this project. Our project team is made up of structural engineering design professionals whose specialty is structural engineering of water related structures.



Tetra Tech’s structural engineering team includes professionals with proven experience, who have delivered many similar pump station roof replacement projects with unparalleled technical excellence. Our team members have demonstrated their ability to resolve complex issues and produce cost-effective planning as well as design documents for pump station facilities throughout California. More specifically,





each team member has an established record of successful accomplishments in the engineering discipline of his expertise, and we are confident to delivery these projects efficiently and successfully. All of our engineering and design services will be performed by our own in-house staff of experts, as depicted on the Team Chart.

PROJECT TEAM ORGANIZATION AND RESPONSIBILITIES

The successful execution of a roof replacement project involves many challenges. Experienced staff will be assigned to your project from start to finish, ensuring that valid information is developed, and sensitive issues are resolved. All phases of the project will require thoroughness and attention to detail to make certain that the project goes smoothly, and the City gets first-class final deliverables.

EXPERIENCE OF THE PRINCIPAL STAFF MEMBERS

Project Manager/ Structural Design Lead – The stewardship of **Eric Yuen, P.E., S.E.** will be the driving force behind the proposed Tetra Tech Team. He will be a focal point for communications between the City and members of the Project Team to ensure that project needs are clearly spelled out and understood. As Project Manager, Mr. Yuen will be responsible for achieving the City’s stated goals, assessing viable alternatives considered, and ensuring compliance with project intent, completeness of the final deliverables, conformance to the project schedule, and satisfaction of the City. Mr. Yuen has over 16 years of structural engineering design experience, with special emphasis in designing and rehabilitation of water related infrastructures including new pump station, existing pump station expansion and rehabilitation.

QA/QC Manager – **Victor Ramirez, P.E., S.E.** – Mr. Ramirez has over 40 years of design experience in water related infrastructures, all with Tetra Tech. He has been involved in the design of over 40 pump stations with varies configurations and roof type.

Mechanical/HVAC Design Lead – **Ken Berard, PE.** – Mr. Berard has over 30 years of design experience in sewers, reservoirs, pump stations, wells, pipelines, chlorination facilities, and pressure reducing facilities. He has been involved in the design of over 30 pump stations

Electrical Design Lead – **Mazen Kassar, PE.** – Mr. Kassar heads the electrical division of Tetra Tech’s Southwest Water/Wastewater Group located in Southern California. Mr. Kassar has more than 30 years of experience in electrical engineering and industry standard that include electrical engineering staff management, project management, construction management and supervision, water and wastewater treatment, petro-chemical design, and environmental soil and groundwater treatment. His background includes designing medium and low voltage power distribution, designing instrumentation, control systems and SCADA systems for a wide-variety of projects, and the installation of electrical systems for remediation projects, including soil vapor extraction systems and groundwater pump-and-treat systems.

CURRENT WORKLOAD

Staff	Current Workload	Availability for this Project
Eric Yuen, SE Structural Project Manager	8	20%
Jose Quiroz, PE Structural Project Engineer	4	40%
Ken Berard, PE Mechanical/HVAC Manager	5	10%
Mazen Kassar, PE Electrical Manager	4	10%

Once we receive notice to proceed, the project will be incorporated into our current workload schedule to maintain the milestones and deliverables to the city within the designated schedule.





EXPERIENCE ON SIMILAR PROJECTS

Client	Contact	Projects
City of Huntington Beach 2000 Main Street Huntington Beach, CA 92648	Andrew Ferrigno, PE 714-536-5291 aferrigno@surfcity-hb.org	Well 9 Building Roof Replacement*
Inland Empire Utilities Agency 6075 Kimball Avenue Chino, California 91708	James Spears, PE 909.993.1851 jspears@ieua.org	IERCF Damage Roof Assessment and Retrofit*
Montecito Water District 583 San Ysidro Road Santa Barbara, CA 93108	Adam Kanold, PE 805-456-9802 akanold@montecitowater.com	Toro Canyon Reservoir Roof Replacement*
Water Replenishment District of Southern California 4040 Paramount Blvd. Lakewood, CA 90712	Charlene King 562-275-4252 cking@wrdd.org	WRD HQ Re-Roofing Design
SDCWA 4677 Overland Ave. San Diego, CA 92123	Octavio Casavantes 858-522-6839 ocasavantes@sdcwa.org	Roofing Kearny Mesa HQ Bldg. - Structural Engineering Design
Arcadis/IEUA 445 South Figueroa Street, # 3650 Los Angeles, CA 90071	Harmik Aghanian, PE Harmik.Aghanian@Arcadis.com	IERCF Roof Damage Rehabilitation
OCWD 18700 Ward Street Fountain Valley, CA 92728	Ryan Bouley 714-378-8207 rbouley@ocwd.com	Santiago Pump Station Modifications
IRWD 15600 Sand Canyon Avenue Irvine, CA 92618	Jacob Moeder 949-453-5554 moeder@irwd.com	Fleming Reservoir and Pump Station Design
Suburban Water System 1325 N. Grand Avenue, Suite 100 Covina, CA 91724	Jorge Lopez 626-543-2554	Plant 408 Reservoir and Pump Station Design

*The following pages give detailed information of projects we have done that are similar in scope.

**Client/Owner:**

City of Huntington Beach

Engineering Fee:

\$139,795

Project Duration:

2023 – Current

Project Staff:

Eric Yuen, P.E./S.E. –
Project Manager

Jose Quiroz, P.E. –
Structural Design Engineer

Ken Berard, P.E. –
HVAC Design Lead

Mazen Kassar, P.E. –
Electrical Design Lead

Reference:

City of Huntington Beach
Utilities
2000 Main Street
Huntington Beach, CA
92648

Andrew Ferrigno P.E.
Principal Civil Engineer
Phone: 714.536.5291
Email:

aferrigno@surfcity-hb.org

The wood roof of City's Well No. 10 building burned down a few years ago, and it is of similar construction as the Well No. 9 building. As a result, the City wants to modify the Well 9 building to help mitigate the risk of fire hazards. Tetra Tech prepared plans and specifications for the Well 9 roof replacement. The structural scope is to replace the existing wood roof system with a new lightweight concrete fill composite metal deck system. The new roof deck will be supported by a new steel roof framing structure and the existing CMU walls. The new roof will provide fire protection and sound attenuation. The Well No. 9 building was constructed in the 1980s, and it is about 40 years old. The existing CMU walls are checked to confirm their adequacy to resist the additional loading steel roof system. In addition to the roof replacement, Tetra Tech also redesigned the HVAC system to improve the ventilation in the Well 9 building. The lighting system will be taken down during the new roof construction and will be reinstalled after the construction is completed. Tetra Tech's scope also includes the bid and construction phase support services.

**Client/Owner:**Inland Empire Utilities
Agency**Engineering Fee:**

\$25,222

Project Duration:

2020

Project Staff:Eric Yuen, P.E./S.E. –
*Project Manager*Jose Quiroz, P.E. –
*Structural Design Engineer***Reference:**Inland Empire Utilities
Agency
6075 Kimball Avenue
Chino, California 91708James Spears, PE
Senior Engineer
Phone: 909.993.1851
Email: jspears@ieua.org

IEUA had noticed an abnormal deflection and excessive water ponding in their Inland Empire Regional Composting Facility (IERCF) roof. Tetra Tech performed an onsite visual inspection of the roof structure and found that a glulam beam girder was damaged. Tetra Tech then provided the retrofit design to repair the damaged girder. All the findings, recommendations, and retrofit details were summarized in a Technical Memorandum submitted to IEUA.

The IERCF is located in Rancho Cucamonga, California. The building was originally constructed in 1984 and served as a warehouse building for twenty years before being converted into a composting facility in 2004. The roof structure is a panelized system composed of plywood sheathing and wood 2x sub-purlins that span in the east-west direction between the wood truss purlins. The purlins span in the north-south direction to wood glulam beams. These glulam beams span in the east-west direction supported by steel columns. The steel columns are encased in concrete along the bottom to protect them from equipment. The repurposing of the building required multiple upgrades throughout the years that have added additional loads to the existing roof system. These additions include a suspended ceiling system at the interior under the roof and roof fan louvers on the roof in 2004 and a photovoltaic system on top of the roof in 2008 and 2018, which is likely the cause of the damaged roof member.

**Client/Owner:**

Montecito Water District

Engineering Fee:

\$48,668 vs. \$53,168

Number of Change Orders:

Change Order No.01:
\$ 4,500 (client based –
Additional Design scope to
lower roof)

Project Duration:

2016 – 2017

Project Staff:

Victor Ramirez, P.E./S.E. –
Project Manager

Eric Yuen, P.E./S.E. –
Project Engineer

Reference:

Montecito Water District
583 San Ysidro Road
Santa Barbara, CA 93108

Arnold Kanold, P.E.
Engineering Manager
Phone: 805.969.2271
Email:
akanold@montecitowater.com

Tetra Tech prepared a “Structural and Seismic Evaluation of Montecito Water Districts Storage Reservoirs in 2015. Based on that report Tetra Tech identified several seismic, life-safety, piping and site security risks. Montecito Water District is addressing some of the life-safety concerns noted in the 2015 Report, namely the replacement of the existing roof structure of the Toro Canyon Reservoir.

Tetra Tech prepared plans and specifications for a new cover for the Toro Canyon Reservoir. Tetra Tech prepared a Comprehensive Structural and Seismic Evaluation Engineering Report that identified several seismic, life-safety, piping and site security risks. The roof replacement will facilitate access to the reservoir and provide safer working conditions for future work on this site.



SCOPE OF WORK AND PROJECT APPROACH: Section 3

PROJECT UNDERSTANDING AND APPROACH

We understated that the City is concerned about the potential termite damage to the existing wood roof of the Appian Way Pumping Plant and Pressure Reducing Station and wants to replace it with a roof system that is resistant to termites (steel roof system will be used). The new roof should provide a minimum of 30 years of life span and should attenuate the operating noise and vibration from the interior of the pump station while insulating heat from the outside during the summer season (rigid insulation will in used). In addition, the existing skylight and roof exhaust fan are to be replaced. The new skylights should be centered at the pumps below to allow for pump removal and replacement. Since both the existing roof exhaust fan and the roof will be replaced, we will take this opportunity to see if upsizing the exhaust fan will help improve the ventilation inside the pump station. We also understand that the pump station facility will need to remind in operation throughout the construction and the operation crews will need to have continuous access to the electrical panel area. Furthermore, all the equipment within the building will need to be protected, and no chemical application will be allowed within the building during the construction.

Tetra Tech's forty-plus years of experience have led to many opportunities for design refinements and many lessons learned. The design of our water facilities structures has evolved in the choices of materials, detailing, layouts, etc. The design evolutions have led to structures with improved seismic resiliency, corrosion resistance, better functionality, security and noise reduction. Our design improvements have also led to safer facilities for O&M staff, by improving fire safety/combustibility, roof access and fall protection, where applicable. The lessons we have learned over the last four decades yield facilities that are constructed with extreme ease. This helps to control construction costs and shorten construction schedules. The structural design of the new roof will adhere to the 2021 California Building Code (CBC) and the applicable codes and standards that are referenced by the 2021 CBC. These codes and standards include the ASCE 7-16 Minimum Design Loads for Buildings and Other Structures and AISC Manual of Steel Construction (15th Edition). All applicable loads, including loads caused by seismic and wind forces, will be considered in our design.

SCOPE OF WORK

Task 1 – General Project Administration & Meetings

- Conduct a kick-off meeting with Lomita staff to discuss the scope of the project, develop a work plan to accomplish the project goals, schedule, and identify future constraints.
- Conduct two design review meetings with Lomita staff to review the City's comments after the milestone submittal.
- Prepare agendas for all meetings and submit them to the City two (2) working days prior to the meeting for review, and submit meeting minutes within five (5) working days of the meeting.
- 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

- Review existing records and research the availability of other records.
- Conduct site investigations at the Appian Way Pump Station to assess the condition of the building to confirm the accuracy of the as-built drawings and whether it is adequate to support the new roof.



- It appears that the Appian Way Pump Station is located within the Lomita City limit, and it should be under the City's jurisdiction. We assumed that the City's building department will review the roof replacement project submittals. Permitting from other agencies such as the Los Angeles County Building Department, Los Angeles County Fire Department, and the State Division of Drinking Water, etc. is not required for the design and construction. In addition, we assume the pump station is classified as a group F-2 (Low- Hazard Factory Industrial) building where it does not need to comply with the California Building Energy Efficiency Standards - Title 24.

Deliverables

- No report will be provided for this task.

Task 3 – Plans, Specifications and Estimate (PS&E)

- Structural Analysis and Calculations
- Structural Drawings (9 sheets)
 - i. Cover Sheet
 - ii. General Structural Notes
 - iii. Special Inspections and Structural Observations
 - iv. Demolition Plan
 - v. Roof Framing Plan
 - vi. Building Section
 - vii. Structural Standard Details
 - viii. Building Roof Detail 1
 - ix. Building Roof Detail 2
 - x. HVAC Plan and Section
 - xi. Electrical Notes
 - xii. Power Plan
- Technical Specifications
 - i. In CSI Format
 - ii. We assume that the front-end specifications will be provided by the City
 - iii. Division 5: Metal Deck, Structural Steel and Miscellaneous Metals
 - iv. Division 7: Roofing, Sealants and Adhesives
 - v. Division 8: Skylight
 - vi. Division 16: Electrical
 - vii. Division 23: Exhaust Fan

- Engineer's Estimate

Prepare a preliminary engineer's estimate of the probable construction cost for this project. (AACE Class 3 at 60% and AACE Class 1 at 100%)

Deliverables

- Submit 60% PS & E
- Submit 100% PS & E
- One (1) digital pdf copy, one (1) native file copy, and two (2) hard copies of the plans for each submittal



Task 4 – Bid Packages

- Submit a bid package including the California PE or SE signed and stamped plans, specifications and any other documents necessary to release for bids

Task 5 – Bid and Construction Support

- Provide professional support during the bidding process and construction activities.
- Attend Pre-bid meeting
- Provide answers and information to bid questions or inquiries and prepare the bid addenda as required (Assumed 1 set of questions total)
- Attend Pre-construction meeting
- Review construction submittals (Assumed 8 total)
- Respond to Request for Information (Assumed 6 total)
- Assist in cost estimate and analysis for Contract Change Order (CCO) (Assumed 1 total)
- Perform Structural Observations (Assumed 4 total)
- Complete As-built drawings based on actual construction

QA/QC PROCEDURES

Tetra Tech has a long history of providing high-quality products and services to several public agencies in Southern California. The quality of our work is measured by the high level of satisfaction of our clients and construction change orders below industry standards. Tetra Tech’s two-level QA/QC reviews will ensure the high quality of the deliverables that we present to the City. The first level of review is performed by the project manager to guarantee that the intent of the structural design concept is properly executed, and this takes place throughout the design process. The second level of QA/QC review is performed by the QA/QC Manager who provides an independent technical review for all deliverables prior to each submittal. Our QA/QC process starts at the conceptual level, to make sure the project starts well and stays on track.

PROJECT SCHEDULE

Notice to Proceed (NTP)	April 2023
Site Reconnaissance	2 Weeks after NTP
Submit 60% Submittal	8 Weeks after NTP
Receive 60% Submittal City’s Review comments	10 Weeks after NTP
Submit 100% Submittal	14 Weeks after NTP
Receive 100% Submittal City’s Review comments	15 Weeks after NTP
Submit Bid Package Submittal	16 Weeks after NTP

DOCUMENT CONTROL

Document control is the management of documents and the ability of engineers to make changes to them. At Tetra Tech, calculations and drawings are given a simple R1, R2, R3, etc. to the file name when they are reviewed and revised. Once the deliverables have been completed, the Project Manager and QA-QC Manager must review them before they are sent to the City.



CITY COUNCIL

BARRY WAITE
BILL UPHOFF
JAMES GAZELEY
CINDY SEGAWA
MARK WARONEK



ADMINISTRATION

RYAN SMOOT
CITY MANAGER

CITY OF LOMITA

DEPARTMENT OF PUBLIC WORKS

**NEW GROUNDWATER WELL FEASIBILITY STUDY ROOF DESIGN FOR
APPIAN WAY PUMP STATION**

ADDENDUM No. 1

DATE: March 10, 2023
TO: ALL PROSPECTIVE PROPOSERS PARTICIPANTS
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 bid proposal.

QUESTIONS

The following are responses to questions received from prospective bidders.

Questions 1: With the new roof system, the skylights and exhaust fan will be replaced in kind. How about the lighting inside the PS building? Will they be removed, stored, and reinstalled, or will they be replaced in kind?

Response to Question 1: Note the old skylights, lighting, and exhaust fan will shall be removed, and replaced new skylights, lighting and exhaust fan placed in the same locations. The design will need to incorporate these elements.

Please sign the attached acknowledgement of receipt of Addendum and enclose include the original copy with the proposal submittal of the Project Manager at ssampat@lomitacity.com.

Sincerely,

Sam Sampat
Senior Civil Engineer

ACKNOWLEDGEMENT OF ADDENDUM

**NEW GROUNDWATER WELL FEASIBILITY STUDY 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 January 11 March 10, 2023

ATTEST: _____

Principal: _____

Address: 160 E. Via Verde Suite 240, San Dimas, CA 91773

By: Eric Yuen, SE 

Title: Project Manager

Mr. Yuen has more than 16 years of experience in the design, analysis, and detailing of structure with special emphasis in the design of water storage/water containment and water conveyance related structures, including reservoirs, water/wastewater treatment plants, booster pump stations, flow control facilities, pressure reducing stations and pipelines. He is knowledgeable in all types of construction including reinforced concrete, masonry, structural steel and wood frame design. He also has extensive experience with seismic evaluation, assessment and retrofit of existing structures.

EXPERIENCE

City of Huntington Beach - Well 9 Roof Replacement, Huntington Beach, CA – Structural Engineer responsible for the preparation of plans and specifications for the Well 9 Roof project. Tetra Tech will design a replacement for the wood roof with a composite metal deck supported by a steel roof framing structure and improve the ventilation to the Well 9 building.

(Arcadis) IERCF Existing Roof Analysis, IEUA, 2019-2020 – Project Manager to provide engineering consulting services to perform a structural evaluation of the damaged sections of a roof at the Inland Empire Regional Compost Facility (IERCF) for the Inland Empire Utilities Agency (IEUA).

Seismic Resiliency of 8 Reservoirs, Montecito Water District, Montecito, CA 2021-Present – Structural Project Engineer assisting with the design analysis and final design documents for the retrofits of four concrete reservoirs including Bella Vista reservoir, Cold Spring reservoir, Hot Springs reservoir, Buena Vista reservoir. Tetra Tech prepared Structural and Seismic Evaluation Report for ten of the District Storage Reservoirs back in September 2015, and the District selected Tetra Tech to prepare the final design document for the retrofit and provide construction support for eight of their reservoirs. The retrofit methods include reinforced concrete wall and footing overlay strengthening, steel roof seismic strengthening, roof to wall seismic connection strengthening, roof system replacement, and complete reservoir replacement.

City of Riverside: Condition Assessment and Seismic Evaluation of the Emtman, University Heights, and Ross Reservoir, 2021 Project Manager responsible to perform a baseline condition assessment and seismic evaluation for three existing reservoirs: Emtman (5MG, 1960s), University Heights (5MG 1930s), and Ross Reservoirs (2MG, 1970s), and prepare the Preliminary Design Report (PDR) to summarize the findings and provide recommendations, budgetary estimates for tank retrofit and/or repair options a “Hazard Categorization & Prioritization Matrix” to help the City to prioritize the necessary rehabilitations when funding becomes available. These three reservoirs are completely buried conventional reinforced concrete reservoirs (two rectangular and one circular).

J.B Latham Wastewater Treatment Plant Digester 4 Rehabilitation Project, South Orange County Water Authority (SOCWA), Dana Point, CA. 2018 The South Orange County Wastewater Authority (SOCWA) retained Tetra Tech to provide design engineering services for various site and mechanical improvements at the JB Latham and 3A Regional Wastewater Treatment Plants. The JB Latham wastewater treatment plant upgrades included: • A standby raw sewage pump station • Replacement of a 42-inch sluice gate and actuator • Removal and replacement of an existing bar screen • Addition of a primary screenings washing compacting system. Tetra Tech also provided engineering services during construction of the upgrades to the wastewater treatment plants, completed in August 2005.

Carlsbad Desalination Intake Pump Station – Design of a 300 MGD Dilution Pump Station, Phase 1, Kiewit Shea Desalination, Carlsbad, CA. 2019-Ongoing. Structural Design Engineer. This design-build project provides for the design and construction of brine dilution pumps at the existing Carlsbad Desalination Plant (CDP) with minimal production shutdown. The project consists of hydraulic pump modeling and design of dilution pumps, discharge piping, brine piping, and flowmeter facilities, NRG forebay modifications including new screen backwash pumps and tunnel bulkheads, a new electrical building, and the associated civil and grading work. The project has extensive structural rehabilitation work and a new floating dock in the lagoon. The project provides instrumentation and controls for the operation of the new facility and will tie in new signals to the existing CDP control system.

Education:

M.S., Civil and Structural Engineering, California State Polytechnic University, Pomona 2016

BS, Civil Engineering, California State Polytechnic University, 2007

Registrations/Certifications:

Professional Engineer:
California, No. 75983, 2009
Montana, No.63246, 2020
Colorado, No. 56159, 2019

Prof. Structural Engineer:
California, No. 6177, 2014
Oregon, No. 94532, 2019

Cal OES Safety Assessment Program Evaluator Training

Fall Protection (Ladders, Scaffolding, Aerial Lifts), 10/2022

H²S Protection Training
Respiratory Protection Training
Confined Space Training, 10/2022

Professional Affiliations:

American Institute of Steel Construction

Office Location:

San Dimas, CA

Total Years of Experience:

(2007) 16

Years with Tetra Tech:

(03/2007) 16

Mr. Ramirez has over 40 years of structural engineering design experience with special emphasis in the design of water storage/water containment and water conveyance related structures, including reservoirs, water/wastewater treatment plants, booster pump stations, flow control facilities, pressure reducing stations and pipelines. His experience also includes the design of a wide variety of other types of structures, including buildings, bridges and storm drainage related structures. He is thoroughly knowledgeable in all types of construction, including reinforced concrete, masonry, structural steel, and timber.

EXPERIENCE

Albert Robles Center for Water Recycling and Environmental Learning (Groundwater Reliability Improvement Program (GRIP) Advanced Water Treatment Facility), Water Replenishment District of Southern California, Pico Rivera, CA. 2016-2019. Lead Structural Engineer. Lead Structural Engineer for a new 13,000 acre-feet per year of fully advanced treated recycled water. Treatment process includes influent facilities, microfiltration/ultrafiltration, reverse osmosis, ultraviolet advanced oxidation process, post-treatment/stabilization/disinfection, product water wet well, and brine/waste disposal connection. The structures include a two-story administration building with a rooftop garden, a 45,000 square foot process building, a 3 million gallon buried concrete equalization tank, and a dozen ancillary structures. The administration building has a rigid floor and roof diaphragms as concentric steel braced frames as the lateral force resisting elements. The process building has a steel framed roof and concrete masonry shear walls. An extensive network of cable trays and piping are supported from the roof for gravity and seismic loads.

Conveyance Pipeline for Carlsbad 50.0 MGD Seawater Desalination Plant, Poseidon Resources Corporation, Carlsbad, CA. 2013. Structural Engineer. Structural Engineer for the design of two piping and control buildings and four buried concrete vaults, six structures associated with the interconnection of the new 54-inch diameter Carlsbad Conveyance Pipeline with the existing SDCWA P3 and P4 pipelines. The six structures are buried reinforced concrete vaults that consist of two pump wells, two isolation valve vaults, an interconnect valve vault, and a flow control facility. The flow control facility vault has an above-grade concrete masonry control room with a steel framed roof built on top of it. The buildings are concrete masonry structures with steel framed roofs.

Export Sludge Design/Build Project, South Orange County Water Authority (SOCWA), Laguna Niguel, CA. 2013. Structural Project Engineer. This project is one of many Design/Build undertakings where Tetra Tech teamed with Pascal & Ludwig Constructors. It consists of three main structures: the sludge equalization tank, the pump station and the electrical building. The sludge equalization tank is a 40-foot diameter, 26-foot-deep, conventionally reinforced cylindrical tank whose design conforms to ACI 350. The sludge equalization tank has an aluminum stair to allow the District's maintenance and operations staff to access the equipment mounted on the roof of the tank. The pump station is an open concrete enclosure, surrounded on three sides by 4-foot-high concrete walls. The design of these walls included provisions for a future masonry building which will be the permanent enclosure for the pump station. The electrical building is a masonry building with a steel framed roof. The design of this project also included guardrails and lighting to improve the safety of the District's personnel. In addition to structural design, this project included construction support services (responses to contractor's requests for information, review of shop drawings and on-site structural observations).

Seismic Evaluations of Warehouse Buildings 309, 506 & 507, U.S. Naval Base, Port Hueneme, CA. 2008. Structural Project Engineer. Oversaw the seismic and wind lateral force evaluations on three existing warehouse facilities at this U.S. Naval facility. They included the following:

- Building 309: 128,384 SF single story warehouse "box-system" building constructed in 1942 with a wood frame truss roof, wood frame exterior walls and CIP concrete fire/area separation walls
- Building 507: 23,325 SF single story warehouse "box-system" building constructed in 1948 with a wood frame trussed roof and wood frame walls

Education:

BS, Civil Engineering, California State University, Los Angeles, 1995

Registrations/Certifications:

Registered Structural Engineer, California, No. 4720, 2004
Nevada, No. 24180, 2016
Texas, No. 127770, 2017
Registered Civil Engineer
California, No. 56863, 1997
Washington, No. 54086, 2016

Professional Affiliations:

Structural Engineers Association of Southern California

American Institute of Steel Construction

Field Safety Certifications

Confined Space

Fall Protection (Ladders, Scaffolding, Aerial Lifts)
3/2018

Office Location:

San Dimas, CA

Total Years of Experience:

(06/1981) 43

Years with Tetra Tech:

(06/1981) 43

Mr. Quiroz has experience in the design, analysis and detailing in structural engineering. He is knowledgeable in the evaluation, condition assessment and seismic retrofit of existing reservoir structures. He is also skilled in the design of reinforced concrete, masonry, structural steel and wood frame design, and construction for a variety of building and infrastructure projects including reservoirs, water/wastewater treatment facilities.

EXPERIENCE

City of Riverside: Condition Assessment and Seismic Evaluation of the Emtman, University Heights, and Ross Reservoir, 2021. Structural design engineer assisted with performing a baseline condition assessment and seismic evaluation for three existing reservoirs: Emtman (5MG, 1960s), University Heights (5MG 1930s), and Ross Reservoirs (2MG, 1970s), and prepare the Preliminary Design Report (PDR) to summarize the findings and provide recommendations, budgetary estimates for tank retrofit and/or repair options a “Hazard Categorization & Prioritization Matrix” to help the City to prioritize the necessary rehabilitations when funding becomes available. These three reservoirs are completely buried conventional reinforced concrete reservoirs (two rectangular and one circular). All three reservoirs have a concrete flat roof system supported by concrete columns.

Seismic Resiliency of 8 Reservoirs, Montecito Water District, Montecito, CA 2021-Present – Structural design engineer assisting with the design analysis and final design documents for the retrofits of four concrete reservoirs including Bella Vista reservoir, Cold Spring reservoir, Hot Springs reservoir, Buena Vista reservoir. Tetra Tech prepared Structural and Seismic Evaluation Report for ten of the District Storage Reservoirs back in September 2015, and the District selected Tetra Tech to prepare the final design document for the retrofit and provide construction support for eight of their reservoirs. The retrofit methods include reinforced concrete wall and footing overlay strengthening, steel roof seismic strengthening, roof to wall seismic connection strengthening, roof system replacement, and complete reservoir replacement.

Groundwater Reliability Improvement Program (GRIP) Advanced Water Treatment Facility, Water Replenishment District of Southern California, Pico Rivera, CA. 2016-2019. Structural Engineer for a new 13,000 acre-feet per year of fully advanced treated recycled water. The structures include a two-story administration building with a rooftop garden, a 45,000 square foot process building, a 3 MG buried concrete equalization tank, and a dozen ancillary structures. The administration building has rigid floor and roof diaphragms with concentric steel braced frames as the lateral force resisting elements. The process building has a steel framed roof and concrete masonry shear walls. An extensive network of cable trays and piping are supported from the roof for gravity and seismic loads. The equalization tank is a buried, rectangular concrete structure designed in accordance with ACI 350. The ancillary structures are a combination of reinforced concrete, steel, and masonry construction.

Clearview Reservoir Assessment, Golden State Water Company, Santa Ana, CA. 2019. Structural design engineer assisting with the engineering visual assessment and seismic evaluation for the two partially buried concrete reservoirs (one rectangular and one circular) at the Clearview site located at 1501 Clearview Ln. Santa Ana. The circular reservoir has a capacity of 124,000 gallons and the rectangular reservoir has a capacity of 84,000 gallons. Not destructive Ground Penetration Radar (GPR) was performed during the onsite assessment to location the existing wall and roof slab reinforcement for the circular reservoir.

MF Filtrate Tank Assessment at the Leo J. Vander Lans Advanced Water Treatment Facility, Water Replenishment District of Southern California, Long Beach, CA. 2018 – 2019. Structural design engineer assisting with the condition assessment and seismic evaluation of an existing 35,000-gallon welded steel tank at the Leo J. Vander Lans Advanced Water Treatment Facility. Work included the preparation of a technical memo that described our evaluation, findings, seismic analysis, and repair recommendations, and cost estimates for the repairs.

Clearview Reservoir Assessment, Golden State Water Company, Santa Ana, CA 2019 – Structural Designer assisting with the visual assessment and seismic evaluation for the two concrete reservoirs at the Clearview site located at 1501 Clearview Ln. Santa Ana.

Education:

MS Structural Engineering
California State Polytechnic,
Pomona, CA
12/2017

BS Civil Engineering
California State University, Los
Angeles
06/2013

Registrations/Certifications:

Professional Engineer:
California No. 91482, 4/2020

Field Safety Certifications

Fall Protection (Ladders,
Scaffolding, Aerial Lifts)
10/2022

H²S Protection Training
Respiratory Protection Training
Confined Space Training
10/2022

Professional Affiliations:

American Society of Civil
Engineers

Office Location:

San Dimas, CA

Total Years of Experience:

(2017) 6

Years with Tetra Tech:

(01/2017)6

Mr. Berard has extensive experience in many facets of water/wastewater engineering. Mr. Berard has performed numerous studies ranging from complete water master plans to efficiency studies. His design experience includes preparing bid documents for sewers, reservoirs, pump stations, wells, pipelines, chlorination facilities, and pressure reducing facilities. Mr. Berard also has extensive experience in hydraulic modeling. He has used and is familiar with more than six software packages in addition to open channel flow software. Rounding out Mr. Berard's experience is work he has done in inspection, construction administration, shop drawing review, and plan checking.

EXPERIENCE

Rosecrans Booster Station Replacement, City of Buena Park, Buena Park, CA 2016- Provided peer review of project technical memos and bid document submittals. The technical memos included a water demand analysis of the City's 'Upper Zone', pump station conceptual design report, a well siting study, and final design scope of services. The project bid document review included three reviews of the 51 sheet drawings and specifications. The booster station included 5 vertical turbine booster pumps in cans, surge tank, and chlorine generation. The pump station housing enclosure included an electrical room, pump room, disinfection room, and generator room.

Water Reclamation Plant No. 10 Secondary Effluent Pump Station, Coachella Valley Water District, Palm Desert, CA. 2016. Project Manager for design of a secondary effluent pump station, including approximately 8,800 linear feet of piping for the suction and discharge lines and all piping appurtenances. This 21 mgd capacity pump station pumps secondary effluent from the existing SE ponds on site, and discharges either to percolation ponds for settling/ground recharge, or back to the headworks and aeration basins to aid in operation during low incoming flow periods. The pump station includes six VFD-controlled vertical turbine pumps in a wet well, including a motor operated sluice gate and traveling screen at the entrance. There are three 7 mgd pumps and a 3 mgd jockey pump to handle the range of flows to the percolation basins. There are two 5 mgd pumps that discharge to the headworks/aeration basins. Power and controls are in a separate electrical building along with a 1,250 kW emergency generator. The suction and discharge piping range from 8- to 30-inches, at depths of more than 25 feet, and include a large flow diversion vault and several smaller vaults housing motor operated isolation valves and flow meters. Other upgrades at the site include overflow and inlet structures at the percolation ponds, conversion of the existing pump station into a storage facility, and new sliding gates at the flocculators and tertiary filters. All related electrical and structural design was also coordinated.

Suburban Water Systems, Plant 224 Facility Improvements, Whittier, CA. 2014. Project Manager for the design and construction assistance for the plant improvements. A conceptual plan was developed to construct a 13,000 gpm pump station and as much potable water storage as practical at Suburban Water System's 224 Plant. The concept required close coordination with the City of Whittier in order to obtain DRA, CUP, and Building Department permits. A detailed report was developed and presented to the Public Utility Commission in order to justify the project and obtain funding.

Two conventionally reinforced partially buried reservoirs store 2.4 MG and 4.7 MG of potable water. In order to meet the City of Whittier's development requirements, an Art Deco architectural style was adopted which included a 30-foot high façade in the front of the site and architectural pilasters and cornices on the exposed reservoir and pump station walls. The façade includes a 5.5-foot diameter clock and bronzed letters identifying the owner. The architectural theme is compatible with a historical pump station building at an adjacent site.

Project Role:

Project Manager

Education:

B.S., Civil Engineering,
California State Polytechnic
University, Pomona, 1986

Registrations/Certifications:

Professional Civil Engineer,
California, No. 45499, 1992

Professional Affiliations:

American Water Works
Association

Inland County Water
Association

Office:

San Dimas, CA

Years of Experience:

33

Years with Tetra Tech:

33

Mr. Kassar has more than 30 years of experience in electrical engineering and industry standard that include electrical engineering staff management, project management, construction management and supervision, water and wastewater treatment, petro-chemical design, and environmental soil and groundwater treatment. His background includes designing medium and low voltage power distribution, designing instrumentation, control systems and SCADA systems for a wide-variety of projects, and the installation of electrical systems for remediation projects, including soil vapor extraction systems and groundwater pump-and-treat systems. Other experience includes, working with utility companies to provide new electrical service to new projects, working with local Building and Safety Departments to obtain Plan Check and construction permits, field trouble shooting of electrical and mechanical systems, system commissioning and startup, problem solving, and managing an operation and maintenance department. He has strong knowledge in MS Office and AutoCAD.

EXPERIENCE

City of Santa Monica Equipping of Three Wells, Santa Monica, CA. 2018-Ongoing. Electrical Engineering Manager. Tetra Tech is providing preliminary and final design, permitting, bidding, and construction services for three municipal drinking water wells, ranging from 300 to 800 gpm. This project consists of two potable water extraction wells and one water injection/extraction well. All three wells are located within the large, grassy median of Olympic Boulevard at separate sites in the city of Santa Monica.

Fleming Zone 8 Reservoir and Zones 8 to 9 Pump Station, Irvine Ranch Water District, CA. 2019-Ongoing. Electrical Engineer. Tetra Tech provided final design and construction support services for Irvine Ranch Water District. The project consisted of a 1.3-million-gallon prestressed concrete reservoir, pump station building with three 670 gpm pumps, a Reservoir Management System, surge tank, and piping. Tetra Tech provided construction phasing to maintain service to the existing reservoir and pump station during construction.

Carlsbad Desalination Intake Pump Station – Design of a 300 MGD Dilution Pump Station, Phase 1, Kiewit Shea Desalination, Carlsbad, CA. 2019-Ongoing. Electrical Engineer. This design-build project provides for the design and construction of brine dilution pumps at the existing Carlsbad Desalination Plant (CDP) with minimal production shutdown. The project consists of hydraulic pump modeling and design of dilution pumps, discharge piping, brine piping, and flowmeter facilities, NRG forebay modifications including new screen backwash pumps and tunnel bulkheads, a new electrical building, and the associated civil and grading work. The project has extensive structural rehabilitation work and a new floating dock in the lagoon.

Fleming Zone 8 Reservoir and Zones 8 to 9 Pump Station, Irvine Ranch Water District, CA. 2019-Ongoing. Electrical Engineer. Tetra Tech provided final design and construction support services for Irvine Ranch Water District. The project consisted of a 1.3-million-gallon prestressed concrete reservoir, pump station building with three 670 gpm pumps, a Reservoir Management System, surge tank, and piping. Tetra Tech provided construction phasing to maintain service to the existing reservoir and pump station during construction.

Bolivar Park Stormwater and Runoff Capture Project, City of Lakewood, Lakewood, CA. 2015 – 2018. Electrical Engineer. Mr. Kassar was responsible for providing electrical engineering design services in support of preparation of final plans, specifications and estimates. Tetra Tech was contracted to evaluate the potential site location and develop this stormwater runoff and capture project. The project consists of an air-inflated rubber dam diversion system to re-direct all urban runoff and stormwater runoff from the Del Amo channel through a pre-treatment system to remove trash, debris, and sediment. A pump station and drainage pipeline will convey the water into a large, buried multi-chambered storage/infiltration facility.

Education:

BS, Electrical Engineering,
California State University, Long
Beach, 1990

Registrations/Certifications:

Professional Electrical Engineer,
California, No. 15809, 1998

General Construction, Class B
No. 777845, California, 2008

Contractor - C-10 Electrical,
California Class C – Specialty,
No. 777845, 2000

ETAP Electrical Power
Modeling, 2010

Project Management I & II, 2012

Auto CAD, 2005

GE and Allen Bradley PLC
programming, 2004

GE/Intellution and Wonderware
SCADA programming, 1998

Vapor extraction and
Groundwater Treatment, 1991

OSHA 8-hour Hazardous Waste
Operations Annual Refresher
Training, 2016

OSHA 8-hour Hazardous Waste
Operations Site Supervisor
Training, 1992

OSHA 40-hour Hazardous
Waste Operations Training,
1989

Professional Affiliations:

Institute of Electrical and
Electronics Engineers IEEE

Office Location:

Irvine, CA

Total Years of Experience:

(1992) 31

Years with Tetra Tech:

(2009) 14



Leading with Science[®]

TP Price Proposal
New Roof Design for Appian Way

Labor Plan										
10 Resource										
Bill Rate >	270.00	225.00	135.00	120.00	140.00	105.00	270.00	150.00	270.00	120.00
Proj Area >	Structural	Structural	Structural	Structural	Structural	Structural	HVAC	HVAC	Electrical	Electrical

Price Summary / Totals	
Task Pricing Totals	86,395
Specify Add'l Fees on Setup	0
Technology Use Fee	
Total Price	86,395

Submitted to: City of Lomita
 Contract Type: T&M

Total Labor Hrs	QA-QC Manager (Victor Ramirez)	Project Manager (Eric Yuen)	Structural Designer (Jose Quiroz)	Engineer 2 (Miguel Magpantay)	CADD (Eric Hutchins)	Structural Admin (Tammy Huang)	Civil Project Manager (Ken Berard)	Civil Project Engineer (Adrian Lee)	Elec Project Manager (Maesen Kassar)	Elec Engineer 2 (James Roberts)
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Pricing by Resource

Project Phases / Tasks	Total Labor Hrs	QA-QC Manager (Victor Ramirez)	Project Manager (Eric Yuen)	Structural Designer (Jose Quiroz)	Engineer 2 (Miguel Magpantay)	CADD (Eric Hutchins)	Structural Admin (Tammy Huang)	Civil Project Manager (Ken Berard)	Civil Project Engineer (Adrian Lee)	Elec Project Manager (Maesen Kassar)	Elec Engineer 2 (James Roberts)	Labor Rate Esc.	Labor	Subs	Travel	Mat'l's & Equip	ODCs	Task Pricing Totals
Task 1 - General Project Admin and Meetings	22	-	11	3	-	-	8	-	-	-	-	0.00%	3,720	-	-	-	-	3,720
Kick-Off Meeting	2		1	1									360					360
Design Review Meeting (2 Total)	4		2	2									720					720
General Admin and Invoicing	8		4				4						1,320					1,320
Monthly Progress Report	8		4				4						1,320					1,320
Task 2 Data Research and Investigation	33	-	2	8	8	-	-	6	2	6	1	0.00%	6,150	-	240	-	-	6,390
Review Existing Document	8		1	1	2			1	1	1	1		1,410					1,410
Site Investigations	20			6	6			4		4			3,690		240			3,930
Permitting Requirements Research Report	5		1	1				1	1	1			1,050					1,050
Task 3 PS&E	331	6	23	51	78	80	2	9	33	12	37	0.00%	49,510	-	-	-	-	49,510
Design Calculations	34		1	8	20			1	4				4,575					4,575
Drawings	191	-	9	23	40	70	-	2	18	5	24	0.00%	27,200	-	-	-	-	27,200
Structural	142	-	9	23	40	70	-	-	-	-	-	0.00%	19,730	-	-	-	-	19,730
Cover Sheet	4		1	1		2							640					640
General Notes	4		1	1		2							640					640
Special Inspections	4		1	1		2							640					640
Demolition Plan	21		1	4	8	8							2,845					2,845
Roof Framing Plan	25		1	4	8	12							3,405					3,405
Building Section	15		1	2	4	8							2,095					2,095
Structural Standard Details	11		1	2	4	4							1,535					1,535
Building Roof Details 1	29		1	4	8	16							3,965					3,965
Building Roof Details 2	29		1	4	8	16							3,965					3,965
Mechanical	20	-	-	-	-	-	-	2	18	-	-	0.00%	3,240	-	-	-	-	3,240
HVAC Plan & Section	20							2	18				3,240					3,240
Electrical	29	-	-	-	-	-	-	-	-	5	24	0.00%	4,230	-	-	-	-	4,230
Electrical Abbr. and Symbols	9									1	8		1,230					1,230
Power Plan	20									4	16		3,000					3,000
Specifications	37		2	8	10		2	1	6	2	6		5,370					5,370
Cost Estimate	16		2	6				1	2	1	4		2,580					2,580
Internal QA-QC	16	6	6					2		2			4,050					4,050
Address City and Building Department's Comments	37		3	6	8	10		2	3	2	3		5,735					5,735
Task 4 Bid Packages	22	-	4	4	2	4	2	1	2	1	2	0.00%	3,530	-	-	-	-	3,530
Prepare Bid Package	22		4	4	2	4	2	1	2	1	2		3,530					3,530
Task 5 Bid and Construction Support	145	-	31	64	18	14	-	3	7	3	5	0.00%	23,005	-	240	-	-	23,245
Pre-Bid Meeting	6		6										1,350					1,350
Bid Assistance (Assumed 1 Set of Bid questions)	8		2	4				1		1			1,530					1,530
Pre-Construction Meeting	6		6										1,350					1,350
Review Shop Drawings (Assumed 8)	40		6	16	10			1	4	1	2		6,090					6,090
Respond to RFIs (Assumed 6)	20		4	10				1	2	1	2		3,330					3,330
Contract Change Orders (Assumed 1)	22		2	4	8	8							3,070					3,070
Structural Observations (Assumed 4)	32		4	28									4,680		240			4,920
Record Drawings	11		1	2		6			1		1		1,605					1,605
Totals	553	6	71	130	106	98	12	19	44	22	45	0.00%	85,915	-	480	-	-	86,395



CITY OF LOMITA CITY COUNCIL REPORT

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

FROM: Ryan Smoot, City Manager

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

MEETING DATE: April 18, 2023

SUBJECT: Purchase of Public Works Vehicles

RECOMMENDATION:

- 1) Authorize purchase of a new Ford F-350 for approximately \$61,408.79;
- 2) Authorized the purchase of a new Ford F-350 with a Rugby Dump Bed for approximately \$85,646.11; and
- 3) Appropriate \$12,051.90 from Equipment Replacement for the purchases.

BACKGROUND:

Three Public Works vehicles are scheduled for replacement in fiscal year 22-23 including the 2000 Chevrolet Silverado, 2002 Ford Ranger, and 2008 Chevy C4500. The Chevy C4500 was not in operation having significant mechanical failures and was previously sent to auction. The other two vehicles scheduled for replacement have frequent mechanical failures; the department has been prioritizing the repairs to keep them in operation for necessary field work within the City. Aside from the failures, the current vehicles are not best-suited for the needs of the Public Works field tasks. For example, field work requires a dump bed, higher payload carrying capacity, and traffic control safety lights.

The replacement vehicles that are being recommended include two Ford F-350 trucks; one with a rugby style dump bed, and both will need safety traffic control lights. The dump bed will eliminate the need to handle material twice allowing for waste materials to be loaded into the truck bed and taken directly to the waste site. This will save time without having to transfer it before transporting out of the City for disposal. These new vehicles will have a much larger payload capacity with the ability to carry more and heavier materials, such as a palette of concrete and large tree stumps.

Staff obtained three bids for Ford F-350 trucks. Both Ford of Long Beach and Ken Grody offer the Ford F-350s and the option with the Rugby Dump Bed. South Bay Ford could

not provide the Rugby Dump Bed option. Since the availability for these fleet trucks fluctuates, staff is asking for approval for the most expensive in the event that the lowest priced dealer no longer has availability at the time of placing the order.

FISCAL IMPACT

The approved FY22-24 budget includes \$200,000 each year for Equipment Replacement. It was anticipated that three vehicles would be procured for \$135,000 for Public Works (Street/Trees/Parks). Based on a reassessment of the needs and increased costs, the two requested vehicles will cost approximately \$147,054.90. Therefore, \$12,051.90 will need to be appropriated for these vehicles to 610-910-5825.

OPTIONS

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

ATTACHMENTS

1. Quotes

Reviewed by:



Gary Y. Sugano
Assistant City Manager

Approved by:



Ryan Smoot
City Manager

Prepared by:



Carla Dillon, P.E.
Public Works Director

Attachment 1

Quote Prepared for Hector at City of Lomita

Vehicle Description

2022 F-350 4X2 S/C	Exterior
6.2L EFI V-8 ENGINE	OXFORD WHITE
10-SPEED AUTOMATIC TRANSMISSION	Interior
	GRAY VINYL 40/20/40 SEATS

Standard Equipment INCLUDED AT NO EXTRA CHARGE

- | | |
|--|--|
| <p>EXTERIOR</p> <ul style="list-style-type: none"> . DOOR HANDLES - BLACK (ON/OFF) . PICKUP BOX, TIE DOWN HOOKS . SPARE TIRE AND WHEEL LOCK . TOW HOOKS . WIPERS- INTERMITTENT <p>INTERIOR SEAT</p> <ul style="list-style-type: none"> . DRIVER SEAT-MANUAL LUMBAR . PARTICULATE AIR FILTER WHEEL WITH AUDIO <p>FUNCTIONAL</p> <ul style="list-style-type: none"> . FORDPASS CONNECT . JEWEL EFFECT HEADLAMPS . REAR VIEW CAMERA . TWIN I-BEAM INDEPENDENT <p>SAFETY/SECURITY</p> <ul style="list-style-type: none"> . AIRBAGS - SAFETY CANOPY® . DRIVER/PASSENGER AIR BAGS . SOS POST-CRASH ALERT SYS <p>WARRANTY</p> <ul style="list-style-type: none"> . 5YR/60,000 POWERTRAIN . 5YR/100,000 DIESEL ENGINE | <ul style="list-style-type: none"> . BOX RAIL/TAILGATE MOLDINGS . HEADLAMPS - AUTOLAMP . LOCKING REMOVABLE TAILGATE . -NA W/BOX DLT . -NA W/BOX DLT . TRAILER SWAY CONTROL . 60/40 FOLD-UP REAR BENCH . AIR COND, MANUAL FRONT . OUTSIDE TEMP DISPLAY . STEERING - TILT/TELESCOPIC . VINYL SUN VISORS . 4-WHEEL ANTILOCK BRAKE SYS . HILL START ASSIST . MYKEY® . NA W/BOX DLT . FRT SUSPENSION W/STAB BAR . ADVANCETRAC WITH RSC® . BELT-MINDER CHIME . SECURILOCK® ANTI-THEFT SYS . 3YR/36,000 BUMPER / BUMPER . 5YR/60,000 ROADSIDE ASSIST |
|--|--|

Price Information	MSRP
STANDARD VEHICLE PRICE	\$43,500

Optional Equipment	
2022 MODEL YEAR	
OXFORD WHITE	
MEDIUM EARTH GRAY VINYL	
PREFERRED EQUIPMENT	
PKG.610A	
.XL TRIM	
.AIR CONDITIONING -- CFC FREE	
.AM/FM STEREO MP3/CLK	
.6.2L EFI V-8 ENGINE	
10-SPEED AUTOMATIC	
LT275/65R18E BSW ALL SEASON	
3.73 RATIO REGULAR AXLE	
POWER EQUIPMENT GROUP	1,100
JOB #1 ORDER	
TRAILER TOWING PACKAGE	
FRONT LICENSE PLATE BRACKET	
4G LTE WI-FI HOTSPOT REMOVAL	-20
10900# GVWR PACKAGE	
50 STATE EMISSIONS	
110V/400W OUTLET	
SPARE TIRE AND WHEEL	
TELESCPNG TT MIRR-POWR/HTD	
CENTER HIGH MOUNT STOP	
JACK & TOOL KIT	
STEEL ROAD WHEELS-18"	455
UPFITTER SWITCHES	165
200AMP(6.2L)/240CMP(6.7L) ALTR	
ADVANCED SECURITY PACK	-50
SYNC 3	450
TOTAL VEHICLE & OPTIONS	45,600
DESTINATION & DELIVERY	1,795
TRUCK MSRP	\$47,395
MARKET ADJUSTMENT	\$5,000
WEATHER GUARD TOOLBOX	\$950
62W 20D 19H	
TOTAL MSRP	\$53,345

Ken Grody Ford Pricing and Incentive as of 12/20/22

KG Fleet Price	\$53,345.00 *
Fleet Discount	-2,500.00

Your Net Price \$50,845.00

**Plus tax, license, & document fee **On approved credit. Vehicle availability, price, rates, and rebates subject to change without notice.*

Ole Christensen 714-521-3110 Direct Line
Fleet Manager 714-739.1355 Fax
Ole@kengrodyford.com 562-631-0136 Cell





02/09/2023

City of Lomita-Public Works

Lomita, Ca 90717

Attention: Hector Flores

Request for Quote—2022 Ford F350 Crew Cab Pickup w/ requested up fits/ see attached

Selling Price-----\$50,822.00

Sales Tax-----5,217.97

Lics/Fees/E-plates-----122.75

Total-----\$56,162.20

Terms----Net 21

Delivery (an in stock vehicle) 1 week to 10 days

Thank You

A handwritten signature in black ink that reads "Truman Williams". The signature is written in a cursive style.

Truman Williams

Fleet and Municipal Sales Manager

KTP-000926 CA 9-NORMAL, NB, 000926, NJ271 9063

CERT CERT CERT TRD NAME BOOK CAMP EXCEL F07A

008550 1FT9W3A69 NEFF59529 NB



Go Further
ford.com

VEHICLE DESCRIPTION
2022 F350 SRW 4X2 CREW CAB
XL 176" WB STYLE SIDE
6.2L EFI V-8 ENGINE
10-SPEED AUTOMATIC

SUPER DUTY

NE F59529

EXTERIOR
OXFORD WHITE
INTERIOR
MEDIUM EARTH GRAY VINYL

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR
• BOX RAIL/TAILGATE MOLDINGS
• DOOR HANDLES - BLACK
• HEADLAMPS - AUTOLAMP (ON/OFF)
• LOCKING REMOVABLE TAILGATE
• PICKUP BOX, THE DOWN HOOKS
• SPARE TIRE AND WHEEL LOCK
• TOW HOOKS
• TRAILER SWAY CONTROL
• WIPERS - INTERMITTENT

INTERIOR
• 60/40 REAR BENCH W/FLIP-UP /FLIP-DOWN W/ HEAD RESTRAINT
• AIR COND, MANUAL FRONT
• DRIVER SEAT - MANUAL LUMBAR
• OUTSIDE TEMP DISPLAY
• PARTICULATE AIR FILTER
• STEERING - TILT/TELESCOPIC WHEEL WITH AUDIO
• VINYL SUN VISORS

FUNCTIONAL
• 4-WHEEL ANTILOCK BRAKE SYS
• FORDPASS™ CONNECT
• HILL START ASSIST
• JEWEL EFFECT HEADLAMPS
• MYKEY®
• REAR VIEW CAMERA
• NA W/BOX DLT
• TWIN I-BEAM INDEPENDENT FRNT SUSPENSION W/STAB BAR

SAFETY/SECURITY
• ADVANCEDTRAC™ WITH RSC®
• AIRBAGS - SAFETY CANOPY®
• BELT-MINOR CHIME
• DRIVER/PASSENGER AIR BAGS
• SECURLINK® ANTI-THEFT SYS
• SOS POST-CRASH ALERT SYS™

WARRANTY
• 3YR/50,000 BUMPER / BUMPER
• 5YR/60,000 POWERTRAIN
• 5YR/100,000 DIESEL ENGINE

INCLUDED ON THIS VEHICLE (MSRP)

OPTIONAL EQUIPMENT/OTHER
4037-364N01/01/21 WB-484Y
PREFERRED EQUIPMENT PKG.610A
10-SPEED AUTOMATIC
3.73 ELECTRONIC-LOCKING AXLE
POWER EQUIPMENT GROUP
FRONT LICENSE PLATE BRACKET
PLATFORM RUNNING BOARDS
4G LTE WI-FI HOTSPOT REMOVAL
10600# GVMR PACKAGE
50 STATE EMISSIONS
110V/400W OUTLET
SPARE TIRE AND WHEEL
TRAILER BRAKE CONTROLLER
TELESCOPIC TT MIRR-POWER/HTD SIG
JACK
LED BOX LIGHTING
2004AMP/6.2L/2400CM/6.7L ALTR
REVERSE VEHICLE AID SENSOR
TOUGH BED SPRAY IN BEDLINER
SYNC 3

NO CHARGE	NO CHARGE
390.00	1,125.00
NO CHARGE	445.00
20.00	NO CHARGE
NO CHARGE	NO CHARGE
270.00	NO CHARGE
80.00	245.00
NO CHARGE	595.00
450.00	NO CHARGE

PRICE INFORMATION (MSRP)

BASE PRICE	\$40,015.00
TOTAL OPTIONS/OTHER	3,550.00
TOTAL VEHICLE & OPTIONS/OTHER DESTINATION & DELIVERY	43,575.00
	1,695.00

RAISE ONE	RAISE TWO
CH27	CONVOY
	71-F021 O/T LM

TOTAL MSRP \$45,270.00

This label is affixed pursuant to the Federal Automobile Information Disclosure Act, Gasoline, License, and Title Fees. State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.

Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit www.ford.com/finance.

SPECIAL ORDER
NJ271 N RB 2X 215 000926 09 27 22

California Air Resources Board

Environmental Performance

These ratings are not directly comparable to the U.S. EPA/DOT light-duty vehicle label ratings. For information on how to compare, please see www.arb.ca.gov/ep_label.

Protect the environment. Choose vehicles with higher ratings:

Greenhouse Gas Rating (tailpipe only)



Smog Rating (tailpipe only)



Using alternative fuels may change scores.

Vehicle emissions are a primary contributor to climate change and smog. Ratings are determined by the California Air Resources Board based on this vehicle's measured emissions.



The FordPass™ Connect modern is active and sending vehicle data (e.g., diagnostic) to Ford.™ See in-vehicle settings for connectivity options.

*Based on 1977-2021 CY total sales.
**FordPass Connect (optional on select vehicles), the FordPass App and complimentary Connected Service are required for remote features. See www.ford.com/fordpass for details. Features and features depend on compatible AT&T network availability. Evolving technology/ cellular networks/vehicle capability may limit functionality and features. Connected service excludes Wi-Fi hotspot.

FORD PROTECT™
Best on Ford Protect! The only extended service plan fully backed by Ford and honored at every Ford dealership in the U.S., Canada and Mexico. See your Ford dealer or visit www.fordprotect.com.

WARNING: Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, oil, antifreeze, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P66Warnings.ca.gov/passenger-vehicle.



02/09/2023



Estimate

Date	Estimate #
2/7/2023	

Name / Address
South Bay Ford 5100 West Rosecrans Avenue Hawthorne, CA 90250

Ship To
South Bay Ford Pro Upfitters Torrance, CA 90501

Rep	Vehicle VIN	Vehicle Make	Vehicle Wheel Base
CAF		Ford	F350

Item	Description	Qty
Back Up Alarm	97 Decibels; 12 Volt DC; Black; Glass Filled Nylon Housing; Two Stud Terminal Connection; Waterproof And Dust Resistant; Bolt-On	1
Weather Guard 66...	Tool Box; Chest; Single Lid; Smooth; White; Steel; 20-1/4 Inch Width x 62 Inch Length x 19-1/4 Inch Height	1
ECCO Warning Li...	4-3/4 Inch Length x 0.37 Inch Width x 1.4 Inch Height; Directional LED; Surface Mount; LED; Amber/ White Lens; 69 Flash Pattern; 12 To 24 Volt DC	4
12-50068-ES	20 Head Driver Board, (16) Amber ICE Optic L.E.D.'s (4) White High Power L.E.D. Work Lights	1
Miscellaneous	Mounting bracket for LED Light Bar	1
Labor	Assembly and or Installation of Hardware Components	8.7
Shop Supplies	Supplies used by our shop to complete installation/fabrication or assembly work.	
Shipping and Han...	USPS, UPS, Fed Ex or LTL shipping services	1

Prepared for: Hector Flores

City Of Lomita

Prepared by: ted gahn

04/07/2023



2023 F-350 4x2 SD Super Cab 8' box 164" WB SRW XL (X3A)

Price Level: 330 | Quote ID: 4-5-2023

As Configured Vehicle

Description	MSRP
-------------	------

Base Vehicle

Base Vehicle Price (X3A)	\$47,555.00
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Packages

Order Code 610A	N/C
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Includes:

- Engine: 6.8L 2V DEVCT NA PFI V8 Gas

- Transmission: TorqShift-G 10-Speed Automatic

Includes SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and trail.

- 3.73 Axle Ratio

- GVWR: 10,400 lb Payload Package

- Tires: LT245/75Rx17E BSW A/S (4)

Spare may not be the same as road tire.

- Wheels: 17" Argent Painted Steel

Includes painted hub covers/center ornaments.

- HD Vinyl 40/20/40 Split Bench Seat

Includes center armrest, cupholder, storage and driver's side manual lumbar.

- Radio: AM/FM Stereo w/MP3 Player

Includes 4 speakers.

- SYNC 4

Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual.

Powertrain

Engine: 6.8L 2V DEVCT NA PFI V8 Gas	Included
-------------------------------------	----------

Transmission: TorqShift-G 10-Speed Automatic	Included
--	----------

Includes SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and trail.

3.73 Axle Ratio	Included
-----------------	----------

GVWR: 10,400 lb Payload Package	Included
---------------------------------	----------

Wheels & Tires

Tires: LT245/75Rx17E BSW A/S (4)	Included
----------------------------------	----------

Spare may not be the same as road tire.

Wheels: 17" Argent Painted Steel	Included
----------------------------------	----------

Includes painted hub covers/center ornaments.

Seats & Seat Trim

HD Vinyl 40/20/40 Split Bench Seat	Included
------------------------------------	----------

Includes center armrest, cupholder, storage and driver's side manual lumbar.

Other Options

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Reg CC Mtg., April 18, 2023, Page # 156

Prepared for: Hector Flores

City Of Lomita

Prepared by: ted gahn

04/07/2023



2023 F-350 4x2 SD Super Cab 8' box 164" WB SRW XL (X3A)

Price Level: 330 | Quote ID: 4-5-2023

As Configured Vehicle (cont'd)

Description	MSRP
164" Wheelbase	STD
Monotone Paint Application	STD
Radio: AM/FM Stereo w/MP3 Player <i>Includes 4 speakers.</i>	Included
<i>Includes:</i> - SYNC 4 <i>Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual.</i>	
XL Chrome Package <i>Includes:</i> - BoxLink <i>Includes 4 premium locking cleats and interface brackets.</i> - Bright Chrome Hub Covers & Center Ornaments - Chrome Front Bumper - Chrome Rear Step Bumper - Halogen Fog Lamps	\$225.00
250 Amp Alternator (Gas)	\$85.00
Platform Running Boards	\$445.00
Tough Bed Spray-In Bedliner <i>Includes tailgate-guard, black box bed tie-down hooks and black bed attachment bolts.</i>	\$595.00
120V/400W Outlet <i>Includes 1 in-dash mounted outlet.</i>	\$175.00
Upfitter Switches (6) <i>Located in overhead console.</i>	\$165.00
Exterior Backup Alarm (Pre-Installed)	\$175.00
Front License Plate Bracket <i>Standard in states requiring 2 license plates and optional to all others.</i>	N/C

Fleet Options

Fleet Customer Powertrain Limited Warranty Requires valid FIN code.	N/C
--	-----

Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.

Emissions

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Reg CC Mtg., April 18, 2023, Page # 157

Prepared for: Hector Flores

City Of Lomita

Prepared by: ted gahn

04/07/2023



2023 F-350 4x2 SD Super Cab 8' box 164" WB SRW XL (X3A)

Price Level: 330 | Quote ID: 4-5-2023

As Configured Vehicle (cont'd)

Description	MSRP
50-State Emissions System	STD
Exterior Color	
Oxford White	N/C
Interior Color	
Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat	N/C
SUBTOTAL	\$49,420.00
Destination Charge	\$1,895.00
TOTAL	\$51,315.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Hector Flores

City Of Lomita

Prepared by: ted gahn

04/07/2023



2023 F-350 4x2 SD Super Cab 8' box 164" WB SRW XL (X3A)

Price Level: 330 | Quote ID: 4-5-2023

Pricing Summary - Single Vehicle

		MSRP
<i>Vehicle Pricing</i>		
Base Vehicle Price		\$47,555.00
Options		\$1,865.00
Colors		\$0.00
Upfitting		\$0.00
Fleet Discount		\$0.00
Fuel Charge		\$0.00
Destination Charge		\$1,895.00
Subtotal		\$51,315.00
<i>Service Plan Adjustments</i>		
Code	Description	MSRP
Tool Box	KNA665-30-01 All Purpose Chest	\$869.00
Corner Strobes	Amber 4 Corner Strobes (In Headlights & Taillights If Possible)	\$1,020.00
Light Bar	Whelen Justice Light Bar, 56" Wide Amber With 2 Alley Lights	\$1,920.00
Labor	Labor For Lights / Tool Chest	\$600.00
Transport	Transport For Upfit	\$292.00
Subtotal		\$56,016.00
<i>Sales Taxes</i>		
Code	Description	MSRP
Sales Tax	10.25% Sales Tax	\$5,259.79
Subtotal		\$61,275.79
<i>Post-Tax Adjustments</i>		
Code	Description	MSRP
Document Fees	Document & Electronic Filing Fees	\$133.00
Subtotal		\$61,408.79
Total		\$61,408.79

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reg CC Mtg., April 18, 2023, Page # 159

Prepared for: Hector Flores

City Of Lomita

Prepared by: ted gahn

04/07/2023



2023 F-350 4x2 SD Super Cab 8' box 164" WB SRW XL (X3A)

Price Level: 330 | Quote ID: 4-5-2023

Pricing Summary - Single Vehicle

Customer Signature

Acceptance Date

Prepared for: Hector Flores

2023 F-350 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F3G)

Price Level: 315



Client Proposal

Prepared by:
Ole Christensen
Office: 714-521-3305
Date: 12/20/2022



Prepared for: Hector Flores



Prepared by: Ole Christensen
12/20/2022

Ken Grody Ford | 6211 Beach Blvd Buena Park California | 906212307

2023 F-350 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F3G)

Price Level: 315

Hector Flores

Re: Vehicle Proposal 12/20/2022

Dear Hector ,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Sincerely,

Ole Christensen



2023 F-350 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F3G)

Price Level: 315

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As Configured Vehicle	4
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Prepared by: Ole Christensen
12/20/2022

Ken Grody Ford | 6211 Beach Blvd Buena Park California | 906212307

2023 F-350 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F3G)

Price Level: 315

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
F3G	Base Vehicle Price (F3G)	\$47,045.00
Packages		
640A	Order Code 640A <i>Includes:</i> - Engine: 7.3L 2V DEVCT NA PFI V8 Gas - Transmission: TorqShift 10-Speed Automatic 10R140 with neutral idle. Includes SelectShift and selectable drive modes: normal, tow/haul, eco, slippery roads and trail. - GVWR: 14,000 lb Payload Package - Tires: LT245/75Rx17E BSW PLUS A/S (6) Spare may not be the same as the road tire. - Wheels: 17" Argent Painted Steel Hub covers/center ornaments not included. - HD Vinyl 40/20/40 Split Bench Seat Includes center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar. - Radio: AM/FM Stereo w/MP3 Player Includes 4 speakers. - SYNC 4 Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual.	N/C
Powertrain		
99N	Engine: 7.3L 2V DEVCT NA PFI V8 Gas	Included
44G	Transmission: TorqShift 10-Speed Automatic 10R140 with neutral idle. Includes SelectShift and selectable drive modes: normal, tow/haul, eco, slippery roads and trail.	Included
X4L	Limited Slip w/4.30 Axle Ratio	\$385.00
STDGV	GVWR: 14,000 lb Payload Package	Included
Wheels & Tires		
TD8	Tires: LT245/75Rx17E BSW PLUS A/S (6) Spare may not be the same as the road tire.	Included
64K	Wheels: 17" Argent Painted Steel Hub covers/center ornaments not included.	Included
Seats & Seat Trim		

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reg CC Mtg., April 18, 2023, Page # 164

Prepared by: Ole Christensen
12/20/2022

Ken Grody Ford | 6211 Beach Blvd Buena Park California | 906212307

2023 F-350 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F3G)

Price Level: 315

As Configured Vehicle (cont'd)

Code	Description	MSRP
A	HD Vinyl 40/20/40 Split Bench Seat <i>Includes center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar.</i>	Included

Other Options

PAINT	Monotone Paint Application	STD
169WB	169" Wheelbase	STD
STDRD	Radio: AM/FM Stereo w/MP3 Player <i>Includes 4 speakers.</i> <i>Includes:</i> <i>- SYNC 4</i> <i>Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual.</i>	Included
18B	Platform Running Boards	\$320.00
59H	Center High-Mounted Stop Lamp (CHMSL)	N/C
153	Front License Plate Bracket Standard in states requiring 2 license plates and optional to all others.	N/C

Emissions

425	50-State Emissions System	STD
-----	---------------------------	-----

Exterior Color

Z1_01	Oxford White	N/C
-------	--------------	-----

Interior Color

AS_03	Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat	N/C
-------	--	-----

Upfit Options

sed	SE 3/4 Dump <i>See attachmetn</i>	\$29,285.00
-----	--------------------------------------	-------------

SUBTOTAL	\$77,035.00
----------	--------------------

Prepared for: **Hector Flores**



Prepared by: Ole Christensen
12/20/2022

Ken Grody Ford | 6211 Beach Blvd Buena Park California | 906212307

2023 F-350 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F3G)

Price Level: 315

As Configured Vehicle (cont'd)

Code	Description	MSRP
	Destination Charge	\$1,795.00
TOTAL		\$78,830.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Reg CC Mtg., April 18, 2023, Page # 166

Prepared for: Hector Flores



Prepared by: Ole Christensen
12/20/2022

Ken Grody Ford | 6211 Beach Blvd Buena Park California | 906212307

2023 F-350 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F3G)

Price Level: 315

Pricing Summary - Single Vehicle

	MSRP
<i>Vehicle Pricing</i>	
Base Vehicle Price	\$47,045.00
Options	\$705.00
Colors	\$0.00
Upfitting	\$29,285.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$1,795.00
Total	\$78,830.00

Customer Signature

Acceptance Date

Prepared for: Hector Flores

City Of Lomita

Prepared by: ted gahn

04/11/2023



2023 F-350 Chassis 4x2 SD Regular Cab 145" WB DRW XL (F3G)

Price Level: 330 | Quote ID: 4-11-2023

As Configured Vehicle

Description	MSRP
-------------	------

Base Vehicle

Base Vehicle Price (F3G)	\$46,870.00
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Packages

Order Code 640A	N/C
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Includes:

- Engine: 7.3L 2V DEVCT NA PFI V8 Gas
- Transmission: TorqShift 10-Speed Automatic
10R140 with neutral idle. Includes SelectShift and selectable drive modes: normal, tow/haul, eco, slippery roads and trail.
- 3.73 Axle Ratio
- GVWR: 14,000 lb Payload Package
- Tires: LT245/75Rx17E BSW PLUS A/S (6)
Spare may not be the same as the road tire.
- Wheels: 17" Argent Painted Steel
Hub covers/center ornaments not included.
- HD Vinyl 40/20/40 Split Bench Seat
Includes center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar.
- Radio: AM/FM Stereo w/MP3 Player
Includes 4 speakers.
- SYNC 4
Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual.

Powertrain

Engine: 7.3L 2V DEVCT NA PFI V8 Gas	Included
-------------------------------------	----------

Transmission: TorqShift 10-Speed Automatic 10R140 with neutral idle. Includes SelectShift and selectable drive modes: normal, tow/haul, eco, slippery roads and trail.	Included
---	----------

3.73 Axle Ratio	Included
-----------------	----------

GVWR: 14,000 lb Payload Package	Included
---------------------------------	----------

Wheels & Tires

Tires: LT245/75Rx17E BSW PLUS A/S (6) Spare may not be the same as the road tire.	Included
--	----------

Wheels: 17" Argent Painted Steel Hub covers/center ornaments not included.	Included
---	----------

Seats & Seat Trim

HD Vinyl 40/20/40 Split Bench Seat Includes center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar.	Included
---	----------

Other Options

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Hector Flores

City Of Lomita

Prepared by: ted gahn

04/11/2023

**2023 F-350 Chassis 4x2 SD Regular Cab 145" WB DRW XL (F3G)**

Price Level: 330 | Quote ID: 4-11-2023

As Configured Vehicle (cont'd)

Description	MSRP
Monotone Paint Application	STD
145" Wheelbase	STD
Radio: AM/FM Stereo w/MP3 Player <i>Includes 4 speakers.</i>	Included
<i>Includes:</i> - SYNC 4 <i>Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual.</i>	
Dual 68 AH/65 AGM Battery	Included
410 Amp Dual Alternators <i>Includes 250 Amp + 160 Amp.</i>	\$115.00
Platform Running Boards	\$320.00
Center High-Mounted Stop Lamp (CHMSL)	N/C
Front License Plate Bracket	N/C
Standard in states requiring 2 license plates and optional to all others.	
120V/400W Outlet <i>Includes 1 in-dash mounted outlet.</i>	\$175.00
<i>Includes:</i> - Dual 68 AH/65 AGM Battery	
Exterior Backup Alarm (Pre-Installed)	\$175.00
Amber 360-Degree Dual Beacon LED Warning Strobes <i>Pre-installed.</i>	\$650.00

Fleet Options

Fleet Customer Powertrain Limited Warranty	N/C
Requires valid FIN code.	
<i>Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.</i>	

Emissions

50-State Emissions System	STD
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Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Reg CC Mtg., April 18, 2023, Page # 169

Prepared for: Hector Flores

City Of Lomita

Prepared by: ted gahn

04/11/2023



2023 F-350 Chassis 4x2 SD Regular Cab 145" WB DRW XL (F3G)

Price Level: 330 | Quote ID: 4-11-2023

As Configured Vehicle (cont'd)

Description	MSRP
Exterior Color	
Oxford White	N/C
Interior Color	
Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat	N/C
SUBTOTAL	\$48,305.00
Destination Charge	\$1,895.00
TOTAL	\$50,200.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Hector Flores

City Of Lomita

Prepared by: ted gahn

04/11/2023



2023 F-350 Chassis 4x2 SD Regular Cab 145" WB DRW XL (F3G)

Price Level: 330 | Quote ID: 4-11-2023

Pricing Summary - Single Vehicle

	MSRP
<i>Vehicle Pricing</i>	
Base Vehicle Price	\$46,870.00
Options	\$1,435.00
Colors	\$0.00
Upfitting	\$0.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$1,895.00
Subtotal	\$50,200.00

Service Plan Adjustments

Code	Description	MSRP
3-4 Yard Dump	Rugby 3-4 Yard Dump - Fold Down W/ Lightbar	\$30,084.00
<small> RUGBY 3-4 YARD DUMP FOLD DOWN OUTSIDE LENGTH 9' 7" OUTSIDE WIDTH 96" SIDE HEIGHT 17" TAILGATE HEIGHT 23" SR 4016 HOIST ELECTRIC DOUBLE ACTING HEAVY DUTY 2" HITCH RECEIVER 7 WAY PLUG LEGAL LIGHTS HOOK UP GAS HOOK UP MUD FLAPS HOOK UP PAINT BLACK / WHITE WEIGHT SLIP MANUAL PULL TARP BLACK MESH 1 CONE HOLDER (1) Whelen Justice Light Bar, 56" Wide Amber With 2 Alley Lights Wired To Factory Switches </small>		
Subtotal		\$80,284.00

Sales Taxes

Code	Description	MSRP
Sales Tax	City Of Lomita Sales Tax	\$8,229.11
Fleet Discount	Fleet Discount Of MSRP	-\$3,000.00
Subtotal		\$85,513.11

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Hector Flores

City Of Lomita

Prepared by: ted gahn

04/11/2023



2023 F-350 Chassis 4x2 SD Regular Cab 145" WB DRW XL (F3G)

Price Level: 330 | Quote ID: 4-11-2023

Pricing Summary - Single Vehicle

Post-Tax Adjustments

Code	Description	MSRP
Doc Fees	Document Fees	\$133.00
Subtotal		\$85,646.11
Total		\$85,646.11

Customer Signature

Acceptance Date



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: April 18, 2023

SUBJECT: Discussion and Consideration to Adopt a Resolution Directing the Public Works Director to Prepare the Engineer's Report for Landscape Maintenance District No. 1

RECOMMENDATION

Adopt Resolution directing the Public Works Director to prepare the Engineer's report for Landscape Maintenance District No. 1.

BACKGROUND

Landscape Maintenance District No. 1, (hereafter referred to as the "District") was first formed in 1979 as the result of a grassroots effort from a group of homeowners in the Rolling Ranchos Tract (Tract 25201 as recorded with the County of Los Angeles) wanting a well-maintained scenic entrance to their development.

The District was established to defray the maintenance and operating costs of maintaining landscaping improvements within the District and was to be financed by the adjacent Rolling Ranchos Tract. The construction of the bike path on Palos Verdes Drive North was financed by a state grant in conjunction with the City of Rolling Hills Estates. The rest of the landscaping and irrigation system was constructed by force account utilizing city and California Conservation personnel.

Boundaries of the District remain unchanged and include all of the residential area known as the Rolling Ranchos Tract, all within the City of Lomita as well as the landscaping area between the northerly curb along Palos Verdes Drive North and the southerly property line of the Rolling Ranchos Tract. The median on Palos Verdes Drive North is not a part of the District.

Pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500), the Council must pass a Resolution of Intent and schedule a public hearing date if it desires

to levy and collect annual assessments to pay for the ongoing maintenance and servicing of the existing landscape improvements, trails (pathways) and appurtenant improvements and facilities within the District.

Based on the premise that all properties within the Rolling Ranchos Tract would benefit equally from District improvements, it was determined at the time of forming the District that all properties be assessed equally.

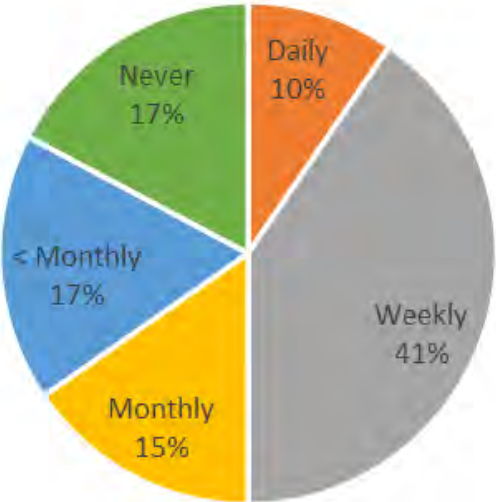
In order to assess the properties, an Engineer's Report is necessary to determine the cost of service and amount of the assessment. Following receipt of the Engineer's Report, a Resolution of Intent to levy annual assessments for Landscape Maintenance District No. 1 will be presented to Council, and a public hearing date established.

In early 2022, staff prepared and posted a survey to gather input from residents about this space. Fifty-two community members responded with 69% residing in the Rolling Ranchos Tract. The following summarizes the responses.

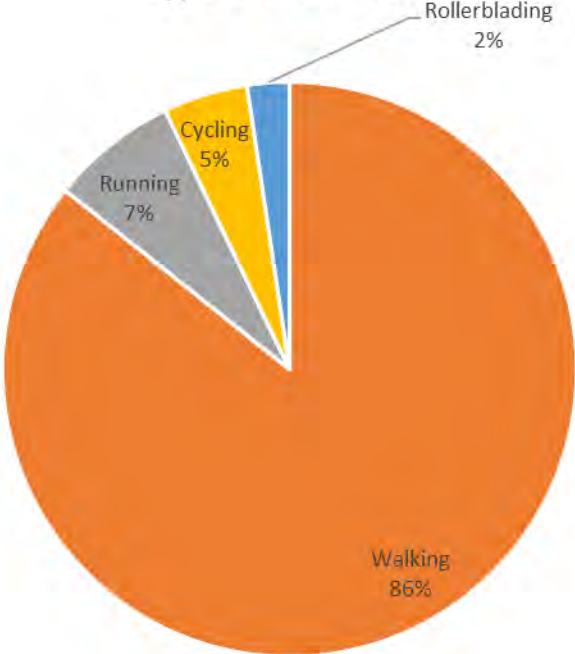


Of those who utilize the area, usage is as follows:

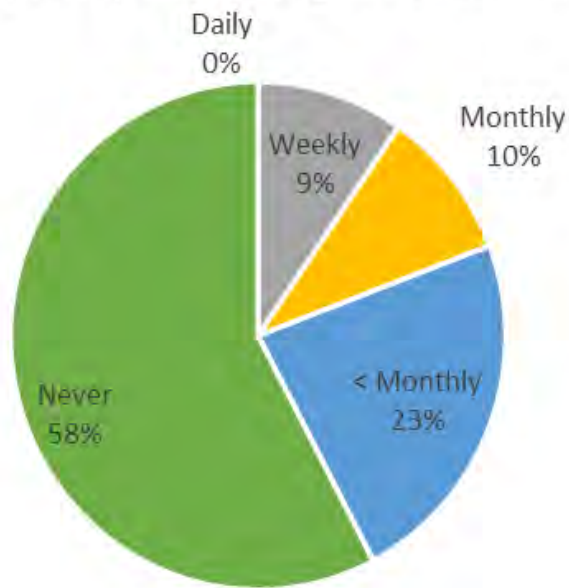
Frequency of Use



Type of use of Path



Frequency of Cycling on Bike Path



When asked their opinion about maintenance and water-saving options, the following characterizes the responses:

Maintenance	61% felt the City was responsive to graffiti in this area 12% did not
	19% felt it was adequately maintained 61% did not
Water-friendly	83% support transitioning to drought tolerant landscaping 8% did not
	94% support installation of water efficient irrigation 2% did not
	65% support installation of permeable path 17% did not

The input received will help guide the City's efforts in the coming years.

OPTIONS

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

FISCAL IMPACT

The Engineer's Report will address the amount of the assessment.

ATTACHMENTS

1. Resolution directing the Public Works Director to prepare the Engineer's report for Landscape Maintenance District No. 1.

Reviewed by:



Gary Y. Sugano
Assistant City Manager

Approved by:



Ryan Smoot
City Manager

Prepared by:



Carla Dillon, PE
Public Works Director

RESOLUTION NO. 2023-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, ORDERING THE PUBLIC WORKS DIRECTOR TO PREPARE AND FILE THE ENGINEER'S REPORT FOR LOMITA LANDSCAPE MAINTENANCE DISTRICT NO. 1, IN ACCORDANCE WITH THE LANDSCAPING AND LIGHTING ACT OF 1972, DIVISION 15, PART 2 OF THE STREETS AND HIGHWAYS CODE OF THE STATE OF CALIFORNIA, FOR THE FISCAL YEAR COMMENCING JULY 1, 2023, AND ENDING JUNE 30, 2024

WHEREAS, the City Council of the City of Lomita, California proposes to levy annual assessments for the Lomita Landscape Maintenance District No. 1 pursuant to the Landscaping and Lighting Act of 1972, Division 15, Part 2 of the Streets and Highways Code of the State of California, for the fiscal year commencing July 1, 2023, and ending June 30, 2024.

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

SECTION 1. That no new improvements or substantial changes in the existing improvements are contemplated; and

SECTION 2. That the Public Works Director is hereby ordered to prepare and file a report with the City Clerk, all in accordance with Article 4 (commencing with Section 22565 of the Streets and Highway Code of the State of California) with respect to the maintenance of landscaping for the fiscal year commencing July 1, 2023 and ending June 30, 2024.

SECTION 3. That a certified copy of the Resolution be presented to the Public Works Director for her information and guidance.

SECTION 4. That the City Clerk shall attest and certify to the passage and adoption of the Resolution and thereupon the same shall take effect and be in force and effect in accordance with its terms and provisions.

[Signatures on the following page]

PASSED, APPROVED, AND ADOPTED, this 18th day of April 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

Item No. PH 9a

TO: City Council

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

MEETING DATE: April 18, 2023

SUBJECT: Public Hearing #4 to Review Draft Maps, Receive Public Comments on the Maps, and an Ordinance to Transition to District-Based Elections Under the California Voting Rights Act

RECOMMENDATION

- 1) Open the public hearing to receive public comments on the draft maps;
- 2) After the City attorney reads the title of the ordinance, introduce on first reading an ordinance establishing by-district elections in the City, defining the boundaries via the selected map, scheduling elections within the districts;
- 3) Find the same exempt from the California Environmental Quality Act; and
- 4) Direct staff to schedule the second reading and adoption of the ordinance.

BACKGROUND

In recent years, a number of cities in California have been sued under the CVRA. Typically, plaintiffs allege that the defendant city's at-large election system has resulted in "racially polarized" voting, which is defined in the CVRA as "voting in which there is a difference . . . in the choice of candidates of other electoral choices that are preferred by voters in a protected class, and in the choice of candidates and electoral choices that are preferred by voters in the rest of the electorate." (Elec. Code, § 14026 (e).) The lawsuits usually request that the defendant city transition to a by-district system. In a by-district election system, a council candidate must reside within an election district that is a divisible part of the jurisdiction and is elected only by voters residing within that election district.

Since the CVRA was signed into law, many local government entities have converted (or are in the process of converting) to by-district elections. The move toward by-district election systems is not surprising in light of the cost of litigating under the CVRA. For example, Palmdale settled a CVRA lawsuit for \$4.5 million, Modesto paid \$3 million to settle a similar case and Anaheim settled in 2014 for an amount reported to be possibly as high as \$2 million. These numbers do not include the cities' costs in paying their own attorneys to defend the lawsuits. In 2016, the California legislature adopted AB 350

amending Elections Code section 10010 to cap the attorneys' fees a prospective plaintiff may recover if a public agency adopts a resolution of intention to change to a by-district system of elections within 45 days following the receipt of a letter from that prospective plaintiff alleging a CVRA violation.

On January 18, 2022, the City received exactly such a letter from Southwest Voter Registration Project (SVRP) challenging the City's current election system and asserting that the City's at-large election system violates the California Voting Rights Act (CVRA). This letter forced the City to consider by-district elections or risk litigation with SVRP.

On February 28, 2022, the City Council adopted a resolution of intent pursuant to Elections Code section 10010(e)(3)(A). The City has reached agreement with the SVRP to extend the period during which the City must transition from at-large to by-district elections in order to avoid being susceptible to attorneys fees claims above \$30,000. It does not require the City to transition to by-district elections, but rather creates an arrangement where SVRP will refrain from filing suit so long as the City takes specific steps to initiate and conduct the hearings required for a transition to by-district elections. If the City transitions to by-district elections according to the agreed upon schedule, SVRP shall receive a settlement payment of \$30,000. If the Council fails to conduct the hearings as required, or chooses not to transition to by-district elections, SVRP would be able to file suit against the City and would not be capped at \$30,000 in attorneys fees.

On August 16, 2022, and September 6, 2022, the City Council held the first two required hearings for the Council district formation process as required by State Elections Code 10010 and the California Fair Maps Act. The August 16th meeting was focused on the redistricting process, timeline, and criteria. The September 6th meeting focused on questions and comments from the public and the City Council on the district formation process.

A virtual public workshop was held by the City on September 15, 2022. At the workshop, a presentation was given covering the timeline, redistricting criteria, how the public can provide input, the City's redistricting website, and the online mapping tool. The workshop has been made available for public viewing through the City's digital platforms.

On March 18th the City held a second public workshop in the Upstairs Assembly Room of Lomita City Hall to provide a presentation on the Draft Maps, cover the remaining timeline, the districting criteria, methods to provide input, the City's redistricting website, and the online mapping tool. Further, the City held a third public hearing on March 21, 2023 to receive public comments on the draft maps and provide direction to staff, with the final deadline for the community to submit maps being April 4, 2023.

Based on the input received through maps submitted to the City by the April 4, 2023, deadline, public comments received to date, and direction from the City Council at previous public hearings the City's professional demographer has prepared four (4) proposed maps that were published on the City's district formation website.

ANALYSIS

The purpose of this meeting is to conduct the fourth public hearing, receive public comments on the proposed maps, select a Final Map, determine “sequencing” of elections (which districts will have elections first), and then introduce on first reading an ordinance based on these determinations that provides for by-district elections.

Criteria for Establishing Districts

The drawing of districts is regulated by both state and federal law, including the CVRA and the Federal Voting Rights Act, which limits the criteria that may be used in constructing districts. For example, under federal law, districts may not be drawn with race as the predominate factor. (*Shaw v. Reno* (1993) 509 U.S. 630.) Further, under Health and Safety Code section 13846 (e) and Elections Code section 22000, districts must be drawn as nearly equal in population as possible according to the latest federal decennial census, and the districts must be contiguous. In establishing the boundaries, the City Council may give consideration to the following factors:

- (1) Topography (e.g., rivers, mountains, cliffs, and lakes);
- (2) Geography (e.g., land use patterns, major roadways, and railway lines);
- (3) Cohesiveness, Contiguity, Integrity, and Compactness of Territory; and
- (4) Communities of Interest (e.g., homeowner’s associations, historic communities, school districts, and downtown areas).

The City’s professional demographer has crafted four (4) draft maps that are compliant with the required standards for City Council review.

Criteria for Election Sequencing

In choosing to go to district-based elections, the Council can choose to stagger the terms of the future districts per Elections Code section 10010(a). In preparing sequencing, the Council must consider the following:

- (1) At the time of publishing the draft maps, the City must also publish and make available the potential sequence of elections (Elections Code section 10010(a))
- (2) No term of office may be cut short (Government Code section 34873)
- (3) The Council may consider the expiration of terms of office in setting the election rotation (Government Code section 34878)
- (4) In determining the final sequence of the district elections, the City must give special consideration to the purposes of the CVRA and must take into account the

preferences expressed by members of the districts (Elections Code section 10010(b))

The proposed order of elections takes into account the above criteria, is designated in the proposed ordinance, and indicated in the reports submitted on April 7, 2023, for Draft Maps #2 and #4. The City's professional demographer has recommended that Council Districts 2 and 4 hold their elections in November 2024; and Council Districts 1, 3, and 5 follow two years later in the November 2026 election.

Environmental Review

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment or is otherwise not considered a project as defined by CEQA (Section 21605) and CEQA Guidelines sections 15060(c)(3) and 15378. Conducting public hearing for public input regarding transitioning to by-district elections and setting a schedule for future hearings meets the above criteria and is not subject to CEQA.

FISCAL IMPACT

There is no fiscal impact associated with the recommended action.

ATTACHMENTS

1. Ordinance No. 848
2. Draft Map #1 dated March 5, 2023
3. Draft Map #2 as revised dated April 7, 2023
4. Draft Map #3 dated March 5, 2023
5. Draft Map #4 dated April 7, 2023

Reviewed by:



Gary Y. Sugano
Assistant City Manager

Approved by:



Ryan Smoot
City Manager

ORDINANCE NO. 848

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, ADDING SECTION 2-1.29.1 TO CHAPTER 1 OF TITLE 2 OF THE LOMITA MUNICIPAL CODE ESTABLISHING BY-DISTRICT ELECTIONS, DEFINING DISTRICT BOUNDARIES, AND SCHEDULING ELECTIONS WITHIN THE DISTRICTS, AND FINDING THE ACTION EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

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

Section 1. Recitals

A. The City of Lomita currently elects five Councilmembers using an at-large election system.

B. The City Council has determined that it is in the best interest of the City to shift from its current at-large election system to a by-district election system.

C. On January 18, 2022, the City received a letter challenging the City's current election system and asserting that the City's at-large election system violates the California Voting Rights Act (CVRA).

D. On February 28, 2022, the City Council adopted Resolution No. 2022-08, a resolution declaring the City's intention to transition from at-large to district-based elections pursuant to California Elections Code Section 10010.

E. California Government Code Section 34886 permits the City Council to change the City's method of election by ordinance, with certain formalities, to a "by-district" system in which each Councilmember is elected only by the voters in the district in which the candidate resides.

F. Pursuant to California Government Code section 34886, it is declared that the purpose of the change in the method of electing members of the City Council of the City of Lomita made by this Ordinance is to implement the guarantees of Section 7 of Article I and of Section 2 of Article II of the California Constitution, as set forth in Sections 14025 through 14032 of the California Elections Code.

G. The City engaged an expert demographic firm to assist the City with the process of analyzing the City's population, developing draft maps, and gathering input from residents on the possible maps.

H. In accordance with California Elections Code Section 10010, the City Council held two public hearings to obtain input prior to proposing district boundaries on August 16, 2022, and September 6, 2022, and community workshops on September 15, 2022, and March 18, 2023.

I. On March 21, 2023, the City Council held a third public hearing to begin reviewing the proposed maps and soliciting public comment.

J. On April 18, 2023, the City Council held a fourth public hearing to select a map for adoption and introduced, read by title, and waived further reading of this Ordinance.

K. The purpose of this Ordinance is to enact, pursuant to California Government Code section 34886, an ordinance providing for the election of the Members of the City Council of the City of Lomita by-district in five single-member districts as reflected in Exhibit A to this Ordinance.

Section 2. Amendment Section 2-1.29.1 is hereby added to Chapter 1 of Title II of the Lomita Municipal Code to read as follows:

“2-1.29.1. – BY-DISTRICT ELECTIONS.

(A) By-District Elections. Pursuant to California Government Code section 34886, Members of the City Council of the City of Lomita shall be elected by-district in five (5) single-member districts.

1. Members of the City Council shall be elected in the electoral districts established by subdivision (B) of this Section and subsequently reapportioned as provided by State law. Elections shall take place “by-district” as that term is defined in California Government Code section 34871, meaning one Councilmember shall be elected from each district, by the voters of that district alone.
2. A Councilmember elected or appointed to represent a district must reside in that district and be a registered voter in that district, and any candidate for City Council must reside in, and be a registered voter in, the district in which he or she seeks election at the time nomination papers are issued.
3. Termination of residency in a district by a Councilmember shall create a vacancy for that City Council district unless a substitute residence within the district is immediately declared and established within thirty (30) days after the termination of residency.
4. Notwithstanding any other provision of this Section, the Councilmembers in office at the

time this Section takes effect shall continue in office until the expiration of the term to which he or she was elected. In the event a vacancy occurs before the expiration of the term of a Councilmember in office at the time this Section takes effect, a person who is appointed or elected by special election to fill such vacancy may reside anywhere within the corporate boundaries of the City. A person appointed or elected to fill such a vacancy shall hold the office in accordance with State law.

- (B) City Council Districts and District Elections. All five Councilmembers shall be elected on a “by-district” basis from the Council districts shown and numbered on the map titled ‘City of Lomita District Map’ attached as Exhibit A, a copy of which shall be on file in the City Clerk’s office. In 2024, and every four years thereafter, the following two City Council districts shall be elected by-district: District __ and District __. In 2026, and every four years thereafter, the following three City Council districts shall be elected by-district: District __; District __; and District __.
- (C) Amendment of District Boundaries. Pursuant to Elections Code section 21601, as it may be amended from time to time, the City Council shall adjust the boundaries of any or all of the districts following each decennial federal census to ensure that the districts are in compliance with all applicable provisions of law.”

Section 3. Technical District Changes. If necessary to facilitate the implementation of this Ordinance, the City Clerk is authorized to make technical adjustments to the district boundaries that do not substantively affect the populations in the districts, the eligibility of candidates, or the residence of elected officials within any district. The City Clerk shall consult with the City Manager and City Attorney concerning any technical adjustments deemed necessary and shall advise the City Council of any such adjustments required in the implementation of the districts.

Section 4. Severability. 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 5. Effective Date. This ordinance shall take effect thirty (30) days after the date of its passage; and prior to fifteen (15) days after its passage, the City Clerk shall cause a copy of this ordinance to be published in accordance with the provisions of the law. The City Clerk shall certify the adoption of this ordinance.

PASSED, APPROVED, AND ADOPTED this ____ day of ____ 2023.

Barry Waite, Mayor

ATTEST:

Kathleen Horn Gregory, MMC, City Clerk

APPROVED AS TO FORM:

Trevor Rusin, City Attorney

EXHIBIT A

City of Lomita District Map

*****INSERT MAP*****

DRAFT



BEAR

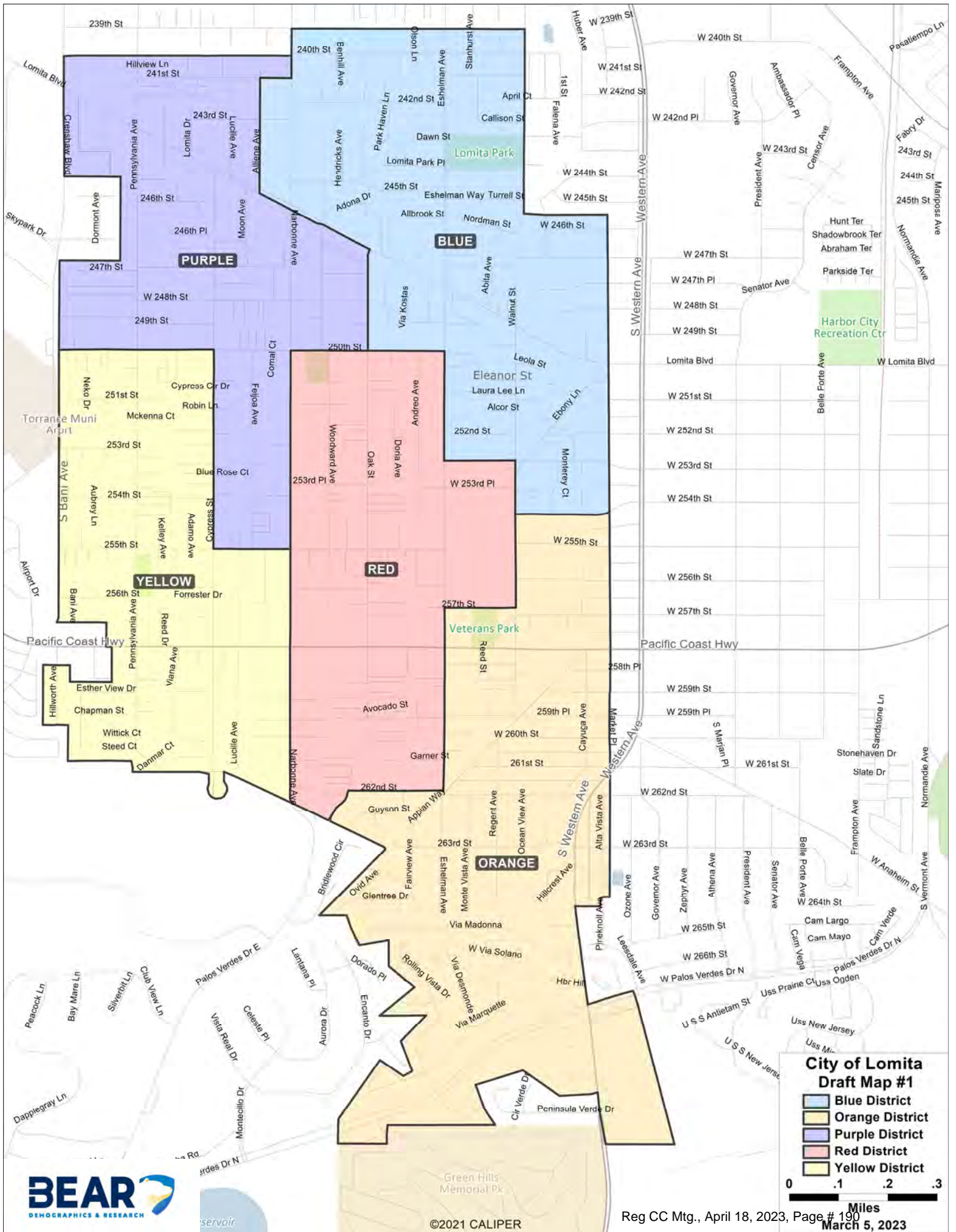
DEMOGRAPHICS & RESEARCH

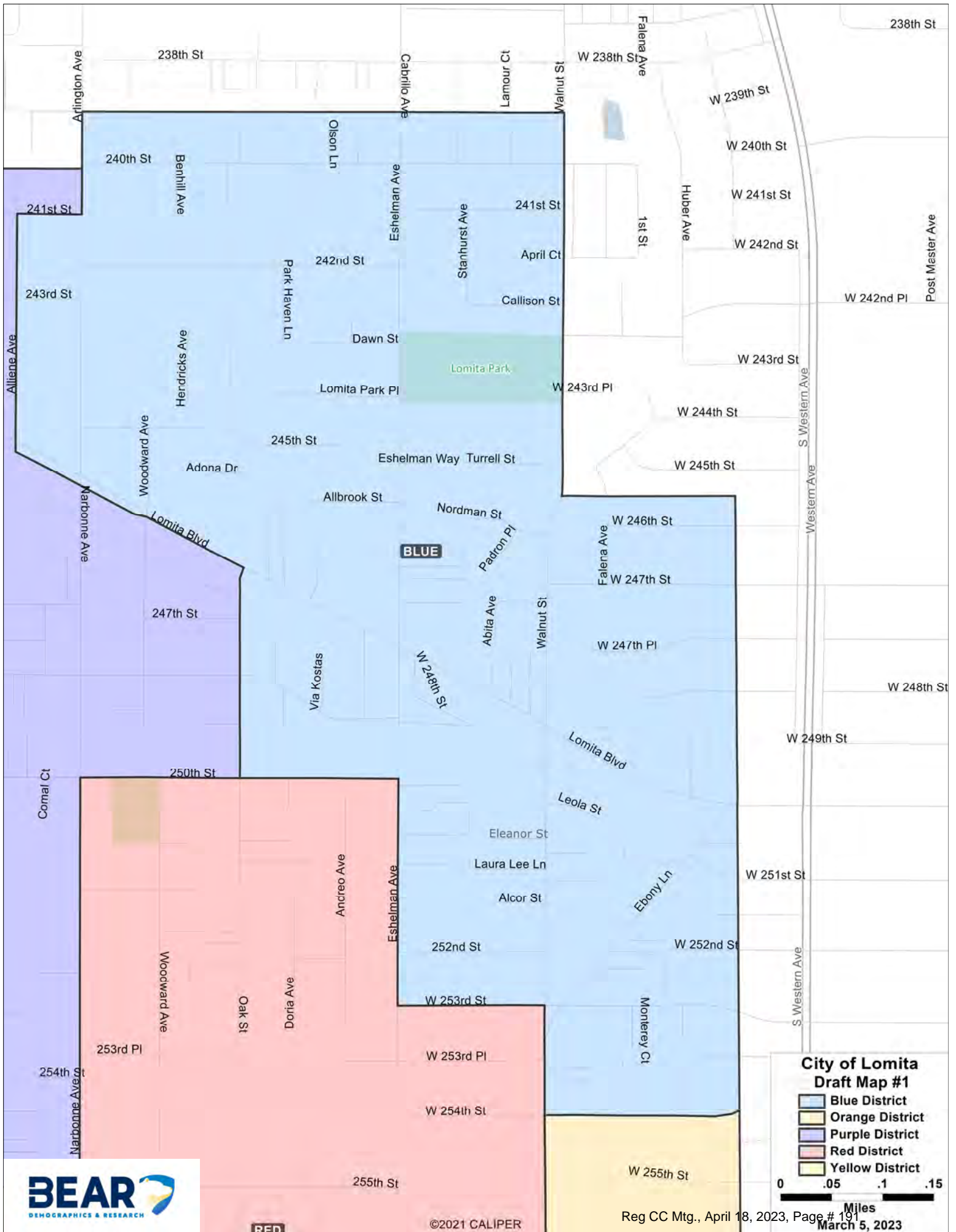
City of Lomita

2023 City Council Boundaries

DRAFT MAP #1

March 5, 2023



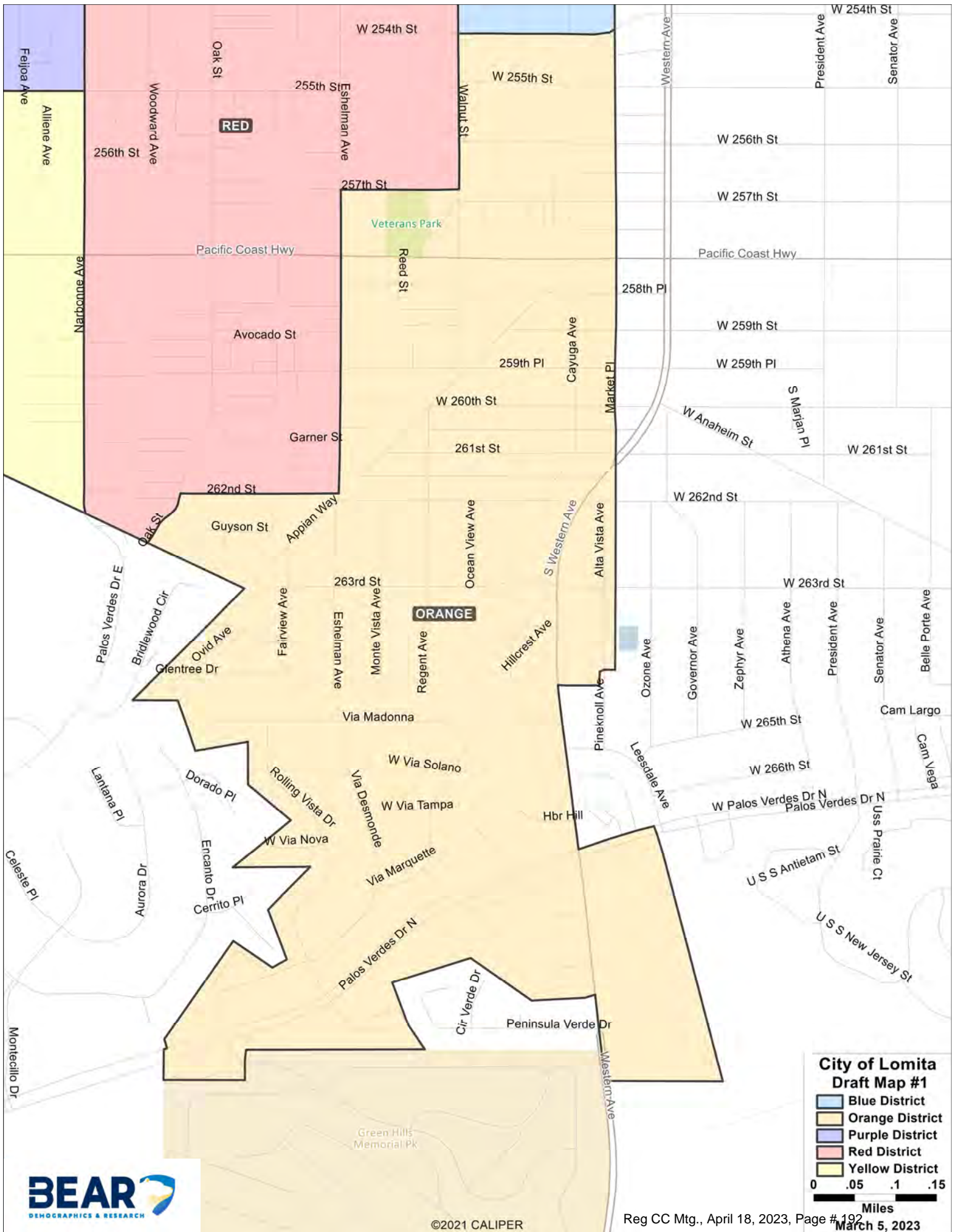


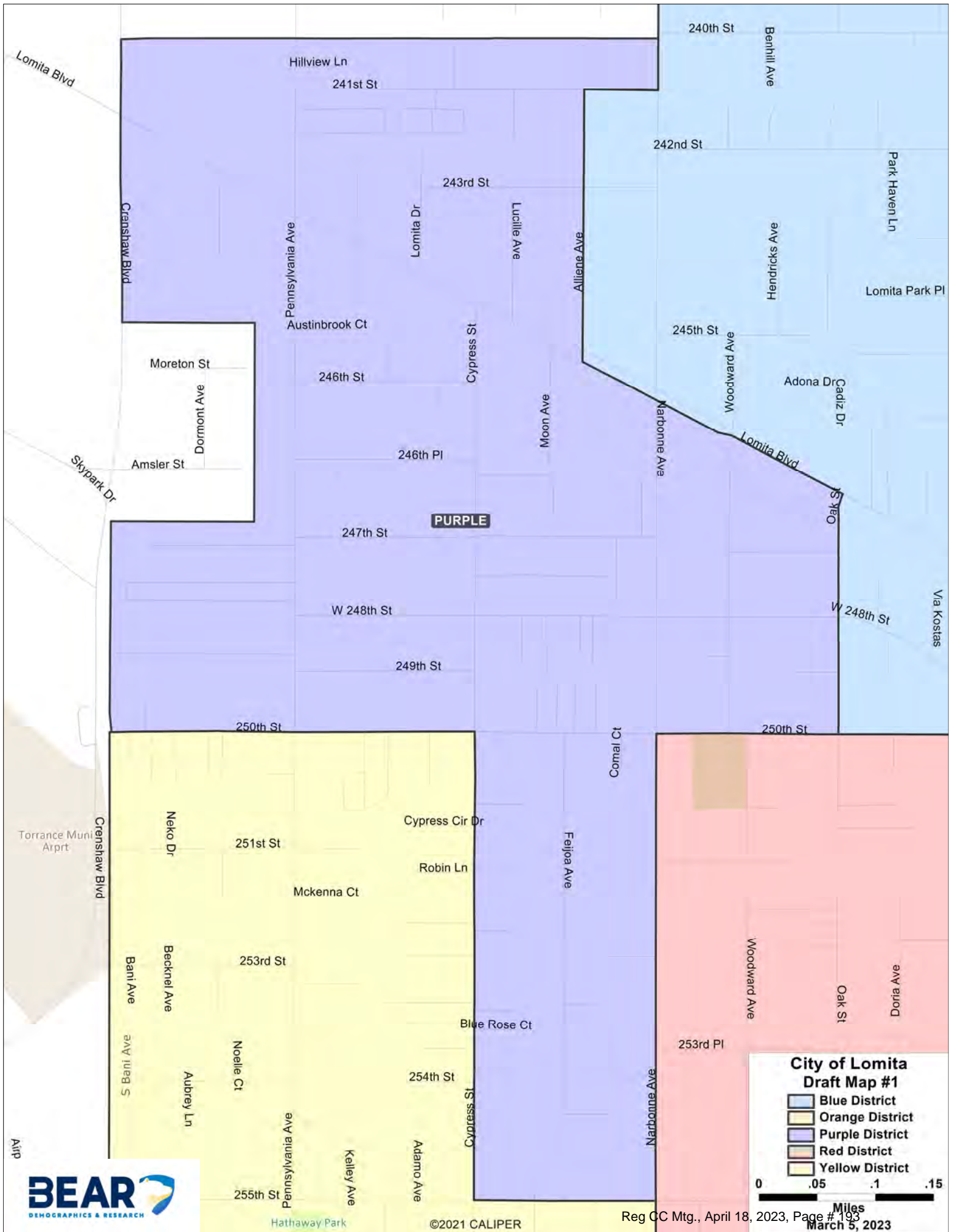
RED

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March 5, 2023





Lomita Blvd

Skypark Dr

Torrance Muni Arprt

Artp

Crenshaw Blvd

Crenshaw Blvd

Moreton St

Amsler St

Bani Ave

Becknel Ave

Aubrey Ln

255th St

Hathaway Park

Hillview Ln

241st St

Pennsylvania Ave

Austinbrook Ct

246th St

246th Pl

247th St

W 248th St

249th St

250th St

251st St

253rd St

255th St

Pennsylvania Ave

Kelley Ave

Adamo Ave

Cypress Cir Dr

Robin Ln

Mckenna Ct

Blue Rose Ct

254th St

Cypress St

Adamo Ave

PURPLE

243rd St

Lomita Dr

Lucille Ave

Cypress St

Moon Ave

Comal Ct

Feljoa Ave

Cypress St

Alliene Ave

Narbonne Ave

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245th St

Lomita Blvd

250th St

253rd Pl

Woodward Ave

Oak St

Doria Ave

Berhill Ave

Hendricks Ave

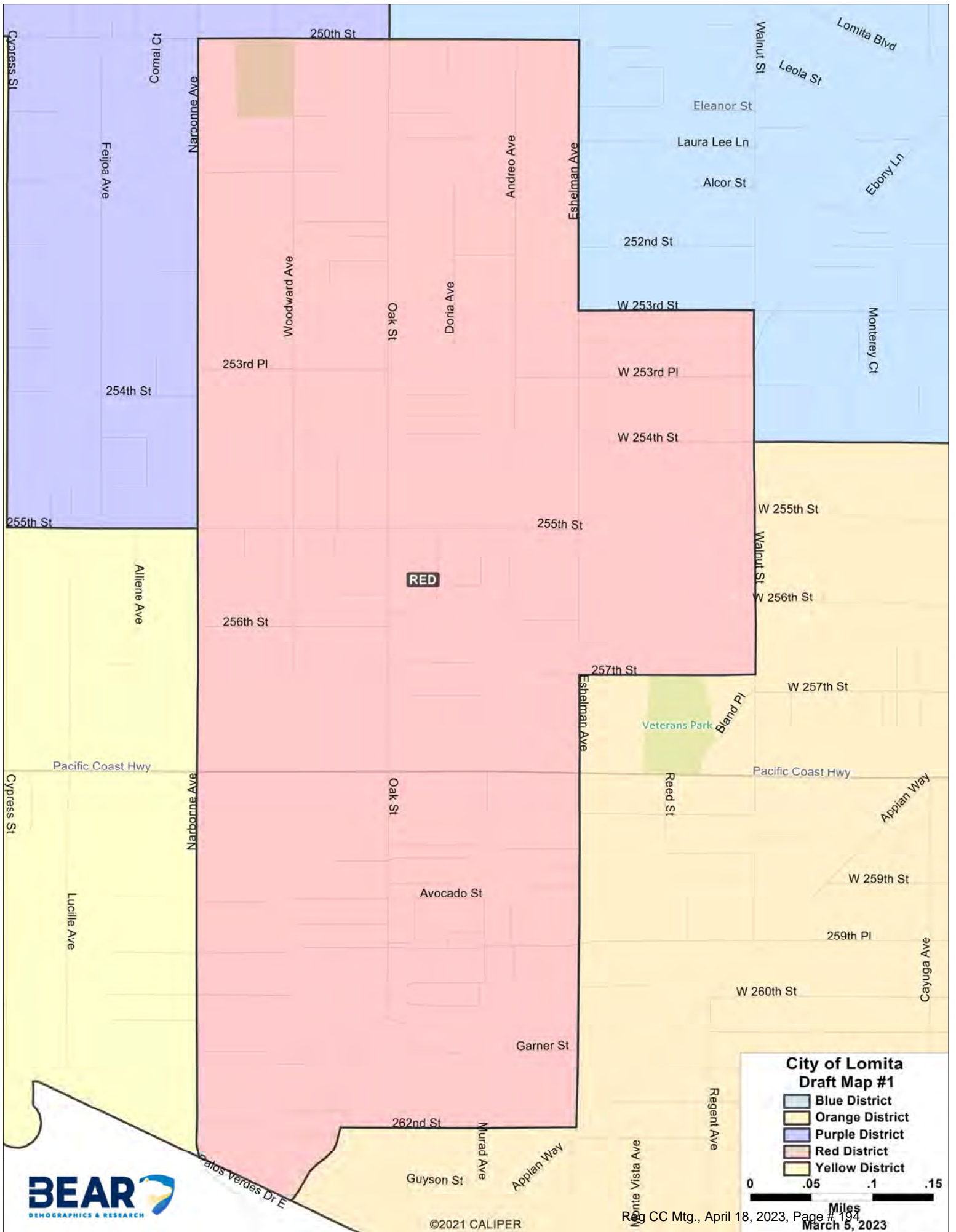
Adona Dr

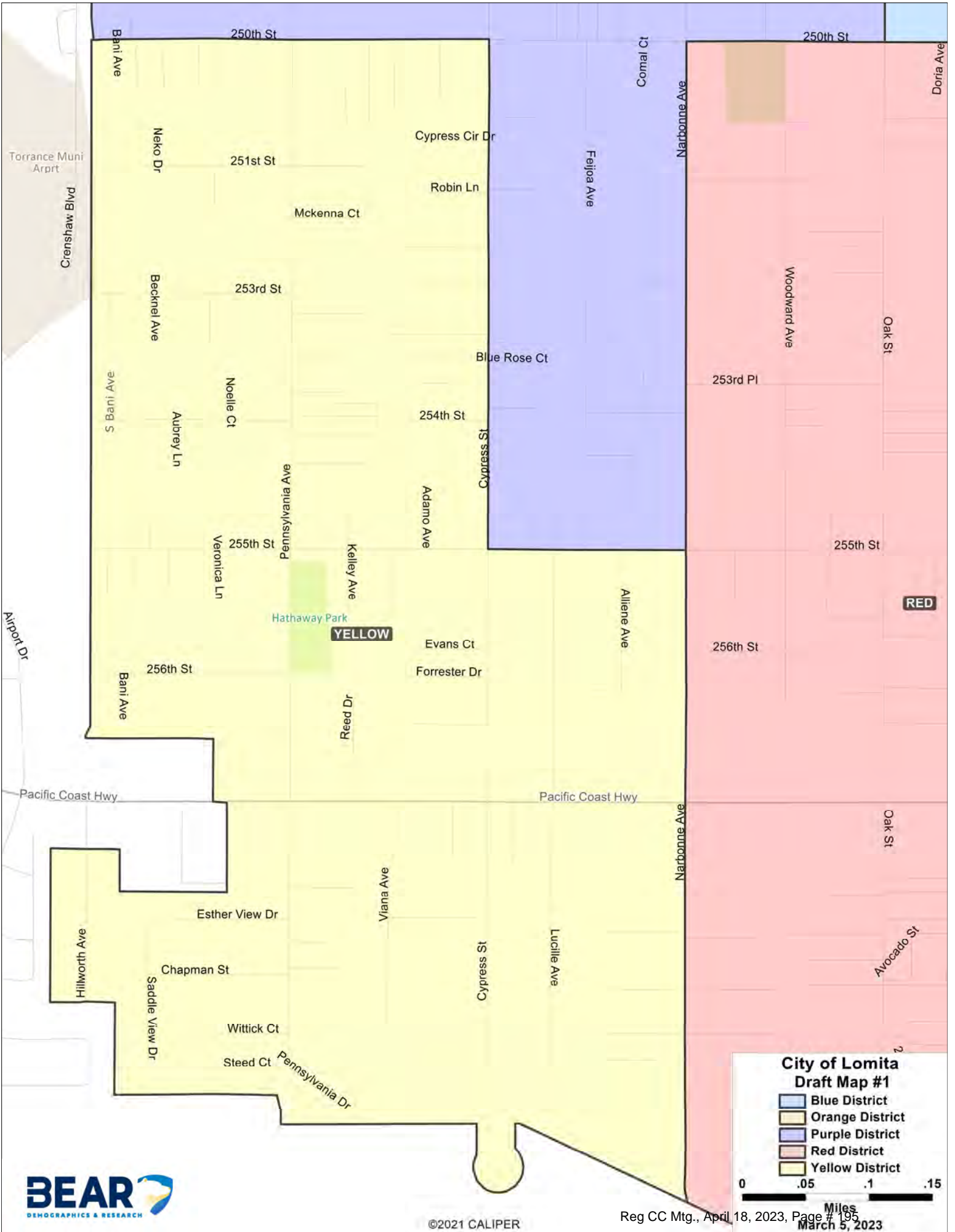
Cadiz Dr

Park Haven Ln

Lomita Park Pl

Via Kostas





Torrance Muni Arprt

Crenshaw Blvd

Airport Dr

Pacific Coast Hwy



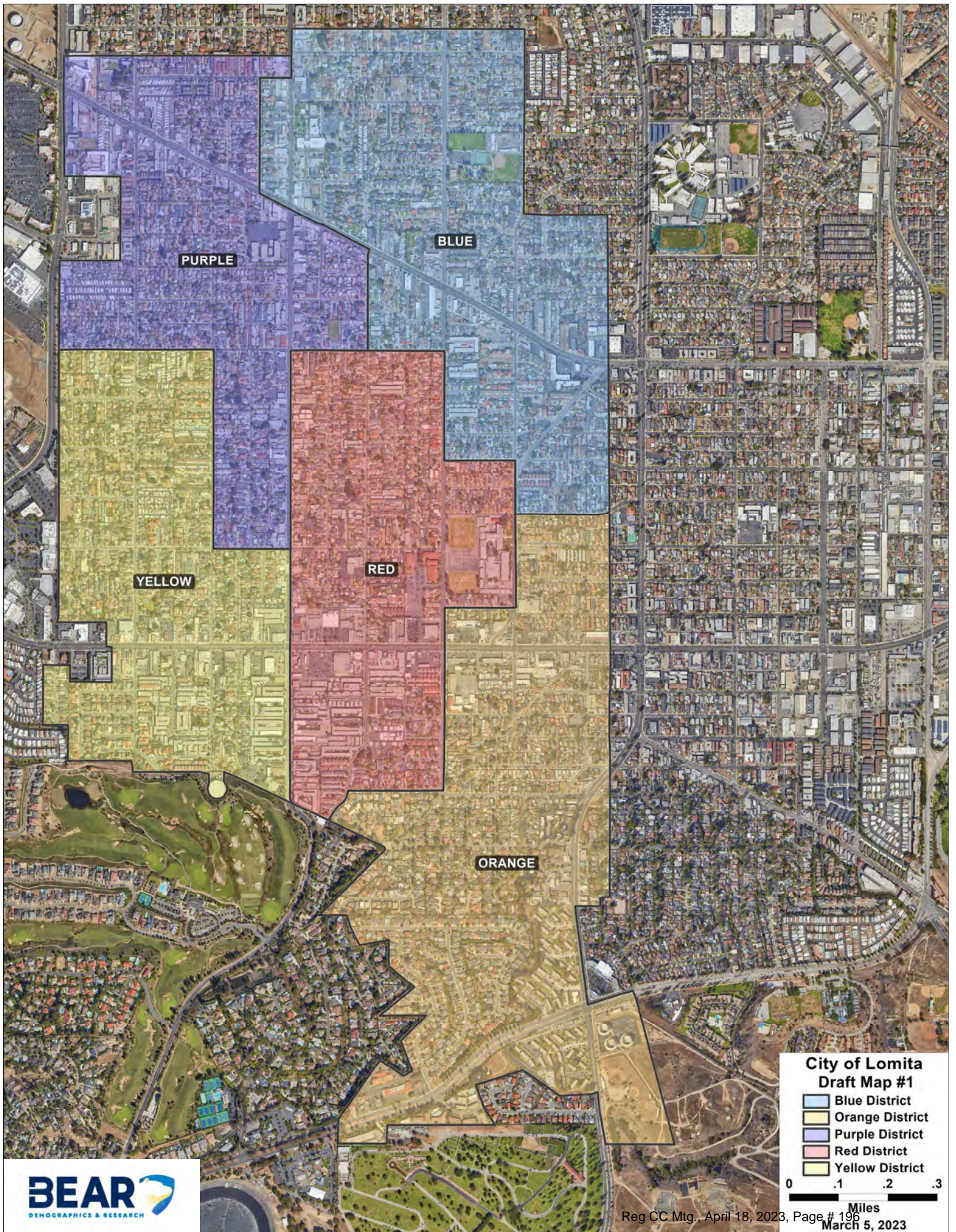
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March 5, 2023

**City of Lomita
Draft Map #1**

- Blue District
- Orange District
- Purple District
- Red District
- Yellow District

0 .05 .1 .15
Miles



PURPLE

BLUE

YELLOW

RED

ORANGE

**City of Lomita
Draft Map #1**

- Blue District
- Orange District
- Purple District
- Red District
- Yellow District



Miles

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March 5, 2023



City of Lomita Draft Map #1 Demographic Profile

Council District	Blue	Orange	Purple	Red	Yellow	Total	
Total Population (Pop) 2020 Adjusted	4,199	4,120	4,129	4,365	4,169	20,982	2020 Census State Adjusted Redistricting Data
Deviation	3	(76)	(67)	169	(27)		
% Deviation	0.1%	-1.8%	-1.6%	4.0%	-0.6%	5.8%	
Latino	37.6%	34.2%	40.4%	39.0%	32.6%	36.8%	
White	35.7%	33.4%	34.4%	32.4%	37.6%	34.7%	
Black	3.7%	13.2%	2.5%	5.8%	5.0%	6.0%	
American Indian	1.1%	1.2%	0.8%	1.1%	0.8%	1.0%	
Asian	18.6%	14.7%	19.2%	18.6%	20.9%	18.4%	
Hawaiian, Pacific Islander	1.2%	0.4%	0.6%	1.0%	0.6%	0.8%	
Other Race	1.5%	1.5%	114.0%	1.0%	1.3%	1.3%	
Multi Minority Race	0.6%	1.3%	0.9%	1.2%	1.2%	1.0%	
Voting Age Population (VAP) 2020 Adjusted	3,471	3,264	3,320	3,548	3,408	17,011	2020 ACS CVAP Tabulation
Latino	34.7%	31.2%	36.8%	35.2%	29.6%	33.5%	
White	37.6%	37.9%	37.7%	35.9%	40.5%	37.9%	
Black	3.4%	10.4%	2.6%	5.7%	5.1%	5.4%	
American Indian	1.0%	1.4%	0.8%	1.4%	0.9%	1.1%	
Asian	19.9%	15.9%	19.6%	19.1%	21.0%	19.1%	
Hawaiian, Pacific Islander	1.4%	0.6%	0.3%	0.9%	0.5%	0.8%	
Other Race	1.4%	1.4%	1.1%	1.0%	1.3%	1.3%	
Multi Minority Race	0.6%	1.4%	0.9%	0.9%	1.1%	1.0%	
Citizen Voting Age Population (CVAP)	3,106	2,836	2,598	2,961	2,742	14,245	
Latino	25.0%	36.7%	32.6%	26.3%	19.8%	28.0%	
White	42.5%	46.3%	44.7%	41.0%	61.1%	46.9%	
Black	9.1%	3.1%	5.4%	5.6%	7.0%	6.1%	
Asian	21.2%	11.1%	17.0%	24.9%	9.8%	17.0%	
All Other	2.3%	3.0%	0.3%	2.1%	2.4%	2.0%	

City of Lomita Draft Map #1 Demographic Profile

Council District	Blue	Orange	Purple	Red	Yellow	Total	
Total Households (By Household Income)	1,674	1,490	1,507	1,670	1,619	7,960	2019 ACS Reformatted Tables -Block Group Tabulation
Less than \$35,000	25.5%	31.6%	21.6%	18.3%	26.7%	24.6%	
\$35,000 to \$75,000	25.8%	19.5%	31.7%	32.3%	30.9%	28.1%	
\$75,000 to \$150,000	32.9%	21.9%	33.0%	34.1%	27.5%	30.0%	
\$150,000 or more	15.8%	27.0%	13.7%	15.4%	14.9%	17.3%	
Population 25 years and over (By Education Level)	3,178	2,693	2,691	3,129	2,867	14,559	
No High School Diploma	12.8%	16.4%	11.5%	13.0%	8.3%	12.4%	
Diploma, No College Degree	47.2%	41.6%	43.3%	45.6%	47.5%	45.2%	
Any College Degree	40.0%	42.0%	45.2%	41.4%	44.3%	42.5%	
Occupied Housing Units	1,674	1,490	1,507	1,670	1,619	7,960	
Owner occupied	55.7%	55.5%	55.6%	34.4%	38.4%	47.7%	
Renter occupied	44.3%	44.5%	44.4%	65.6%	61.6%	52.3%	
Population 5 years and over (By Language Spoken at Home)	4,203	3,534	3,335	4,089	3,498	18,665	2019 ACS Reformatted Tables -Tract Tabulation
English only	60.6%	63.6%	71.3%	63.5%	69.1%	65.3%	
Spanish	23.2%	19.7%	16.1%	20.3%	17.4%	19.5%	
Asian and Pacific Island languages	12.6%	9.4%	9.2%	10.2%	7.9%	10.0%	
Other Indo-European languages	3.6%	7.4%	3.4%	6.1%	5.7%	5.2%	
Population With Poverty Status Determined (by Poverty Status and Age)	4,415	3,774	3,604	4,407	3,782	19,983	
Income Below Poverty Level Past 12 Months	8.9%	13.7%	4.6%	12.0%	9.9%	9.9%	
Income At or Above Poverty Level Past 12 Months	91.1%	86.3%	95.4%	88.0%	90.1%	90.1%	
Employment Status 16 years and over	3,784	3,081	3,028	3,479	3,100	16,472	
In Labor Force	59.3%	65.4%	69.7%	69.7%	68.0%	68.0%	
Civilian Employment	96.8%	98.4%	98.0%	94.8%	94.6%	96.5%	
Military	0.5%	0.0%	0.0%	0.2%	0.0%	0.2%	
Unemployed	2.6%	1.6%	2.0%	4.9%	5.4%	3.4%	

City of Lomita Draft Map #1 Demographic Profile

Council District	Blue	Orange	Purple	Red	Yellow	Total	
Total Population (Pop) 2020 Adjusted	4,199	4,120	4,129	4,365	4,169	20,982	2020 Census State Adjusted Redistricting Data
Deviation	3	(76)	(67)	169	(27)		
% Deviation	0.1%	-1.8%	-1.6%	4.0%	-0.6%	5.8%	
Latino	1,580	1,410	1,666	1,704	1,360	7,720	
White	1,499	1,375	1,421	1,416	1,567	7,278	
Black	155	545	103	251	209	1,263	
American Indian	44	50	33	49	34	210	
Asian	782	607	794	810	872	3,865	
Hawaiian, Pacific Islander	51	18	26	42	24	161	
Other Race	61	62	47	42	55	267	
Multi Minority Race	27	53	39	51	48	218	
Voting Age Population (VAP)	3,471	3,264	3,320	3,548	3,408	17,011	2020 ACS CVAP Tabulation
Latino	1,204	1,018	1,223	1,248	1,007	5,700	
White	1,304	1,237	1,253	1,273	1,379	6,446	
Black	118	339	85	201	173	916	
American Indian	35	44	28	48	32	187	
Asian	690	519	652	677	717	3,255	
Hawaiian, Pacific Islander	49	18	11	32	17	127	
Other Race	49	45	37	37	45	213	
Multi Minority Race	22	44	31	32	38	167	
Citizen Voting Age Population (CVAP)	3,106	2,836	2,598	2,961	2,742	14,245	
Latino	777	1,040	846	780	543	3,985	
White	1,320	1,313	1,162	1,214	1,676	6,685	
Black	283	88	141	167	191	870	
Asian	659	314	442	737	268	2,420	
All Other	70	86	8	61	65	290	

City of Lomita Draft Map #1 Demographic Profile

Council District	Blue	Orange	Purple	Red	Yellow	Total	
Total Households (By Household Income)	1,674	1,490	1,507	1,670	1,619	7,960	2019 ACS Reformatted Tables -Block Group Tabulation
Less than \$35,000	427	470	325	305	432	1,959	
\$35,000 to \$75,000	431	291	478	540	501	2,240	
\$75,000 to \$150,000	551	326	498	569	445	2,388	
\$150,000 or more	265	403	206	256	242	1,373	
Population 25 years and over (By Education Level)	3,178	2,693	2,691	3,129	2,867	14,559	
No High School Diploma	408	442	310	407	237	1,802	
Diploma, No College Degree	1,500	1,120	1,164	1,427	1,362	6,574	
Any College Degree	1,270	1,130	1,217	1,296	1,269	6,182	
Occupied Housing Units	1,674	1,490	1,507	1,670	1,619	7,960	
Owner occupied	932	827	838	575	622	3,795	
Renter occupied	741	663	669	1,095	997	4,165	
Population 5 years and over (By Language Spoken at Home)	4,203	3,534	3,335	4,089	3,498	18,665	2019 ACS Reformatted Tables -Tract Tabulation
English only	2,550	2,246	2,378	2,594	2,417	12,185	
Spanish	976	694	536	832	608	3,646	
Asian and Pacific Island languages	531	331	308	415	275	1,861	
Other Indo-European languages	152	263	113	248	198	974	
Population With Poverty Status Determined (by Poverty Status and Age)	4,415	3,774	3,604	4,407	3,782	19,983	
Income Below Poverty Level Past 12 Months	391	516	167	528	374	1,976	
Income At or Above Poverty Level Past 12 Months	4,024	3,258	3,437	3,879	3,408	18,007	
Employment Status 16 years and over	3,784	3,081	3,028	3,479	3,100	16,472	
In Labor Force	2,244	2,015	2,110	2,425	2,108	10,902	
Civilian Employment	2,173	1,983	2,067	2,300	1,995	10,518	
Military	12	-	-	6	-	18	
Unemployed	59	33	43	119	113	367	



Attachment 3

BEAR

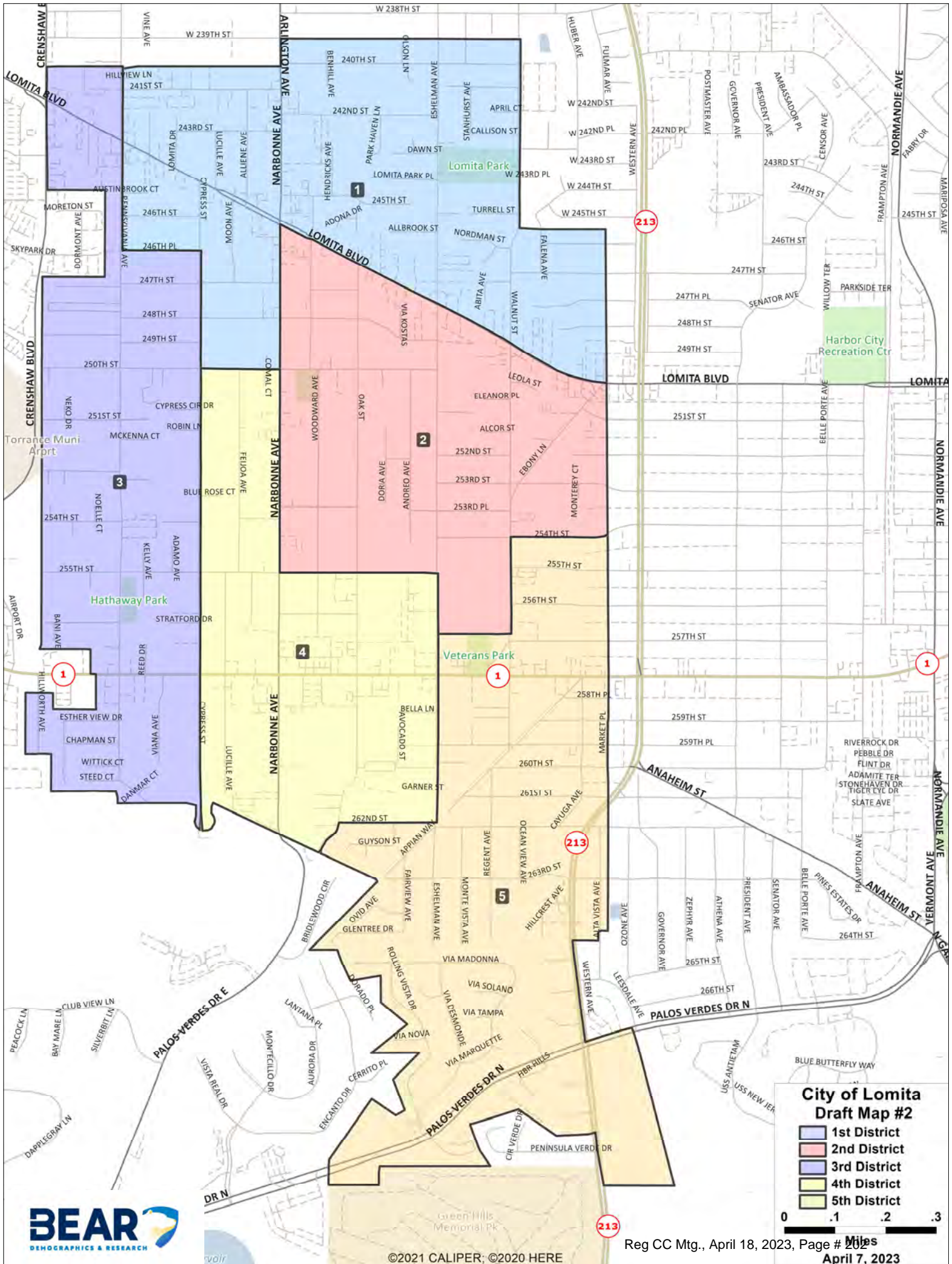
DEMOGRAPHICS & RESEARCH

City of Lomita

2023 City Council Boundaries

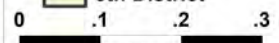
DRAFT MAP #2

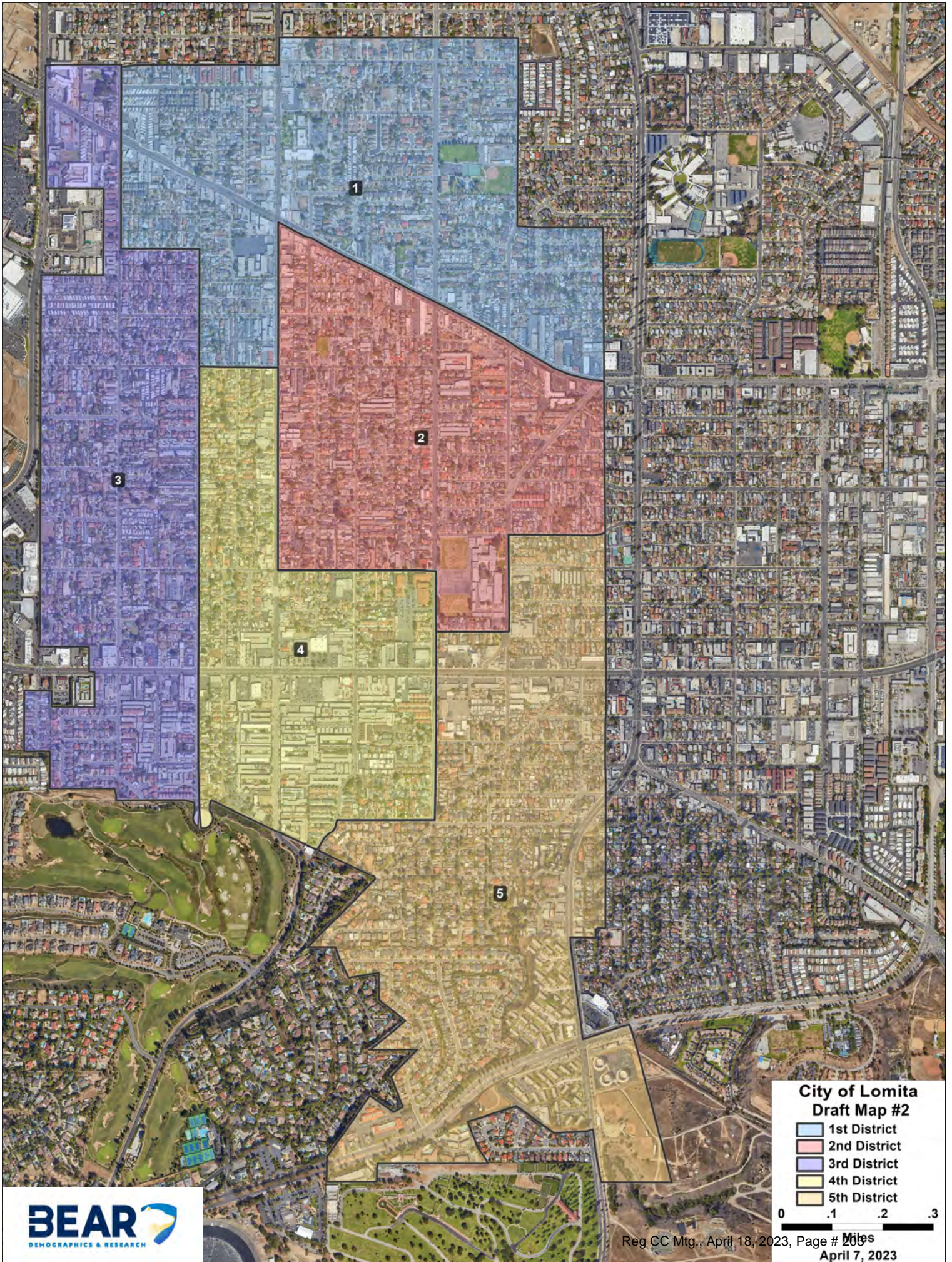
April 7, 2023

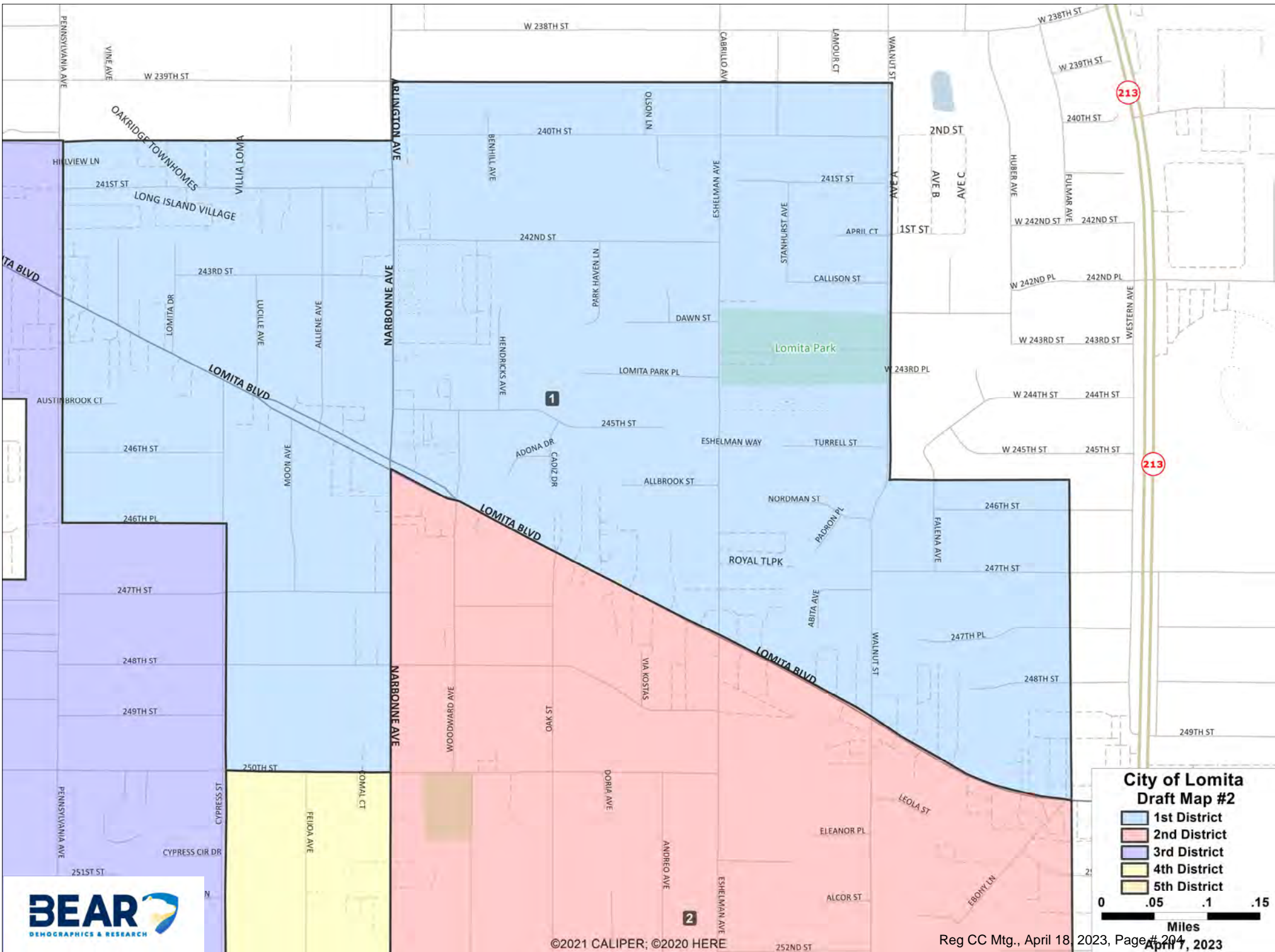


**City of Lomita
Draft Map #2**

- 1st District
- 2nd District
- 3rd District
- 4th District
- 5th District

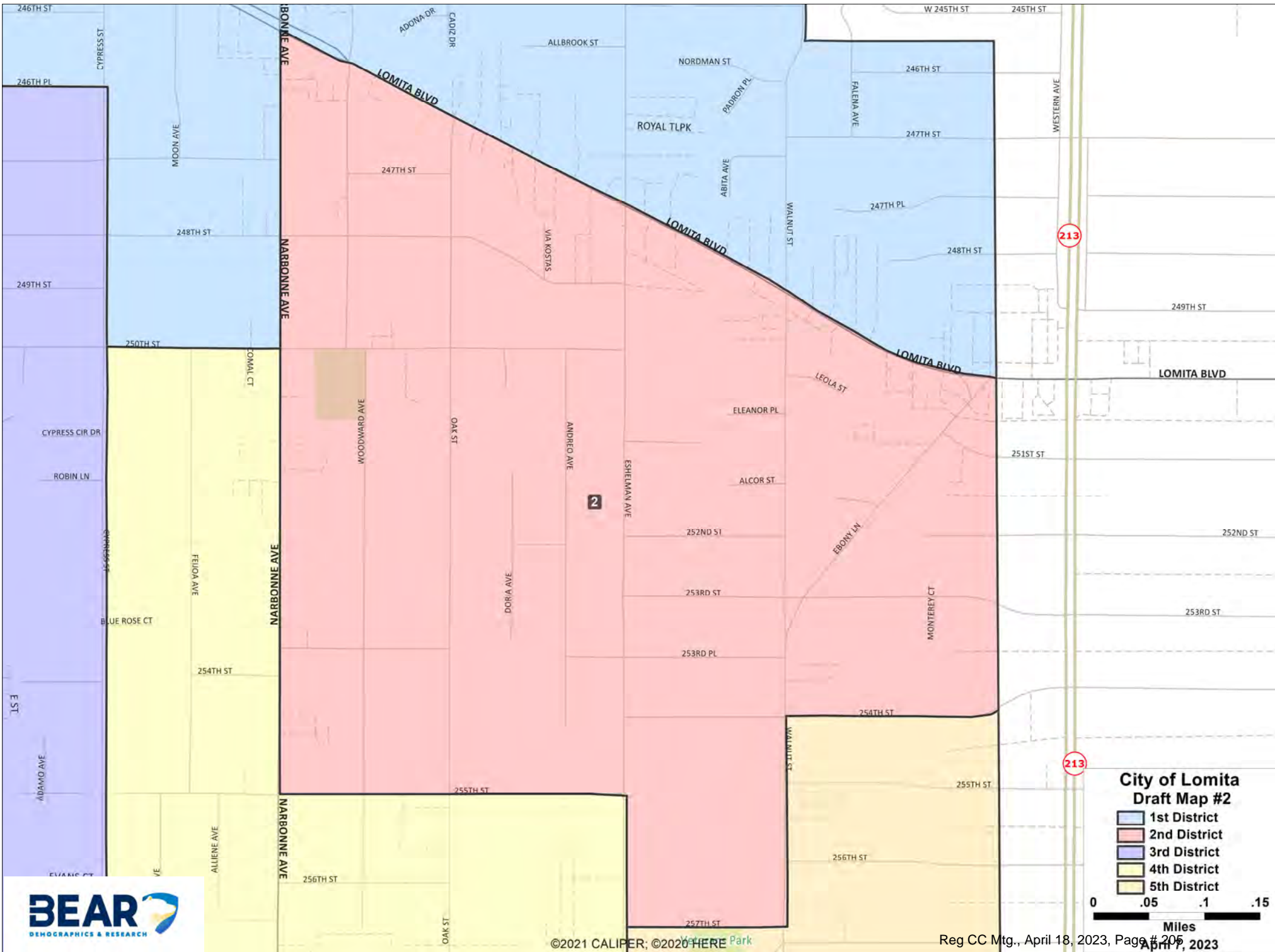






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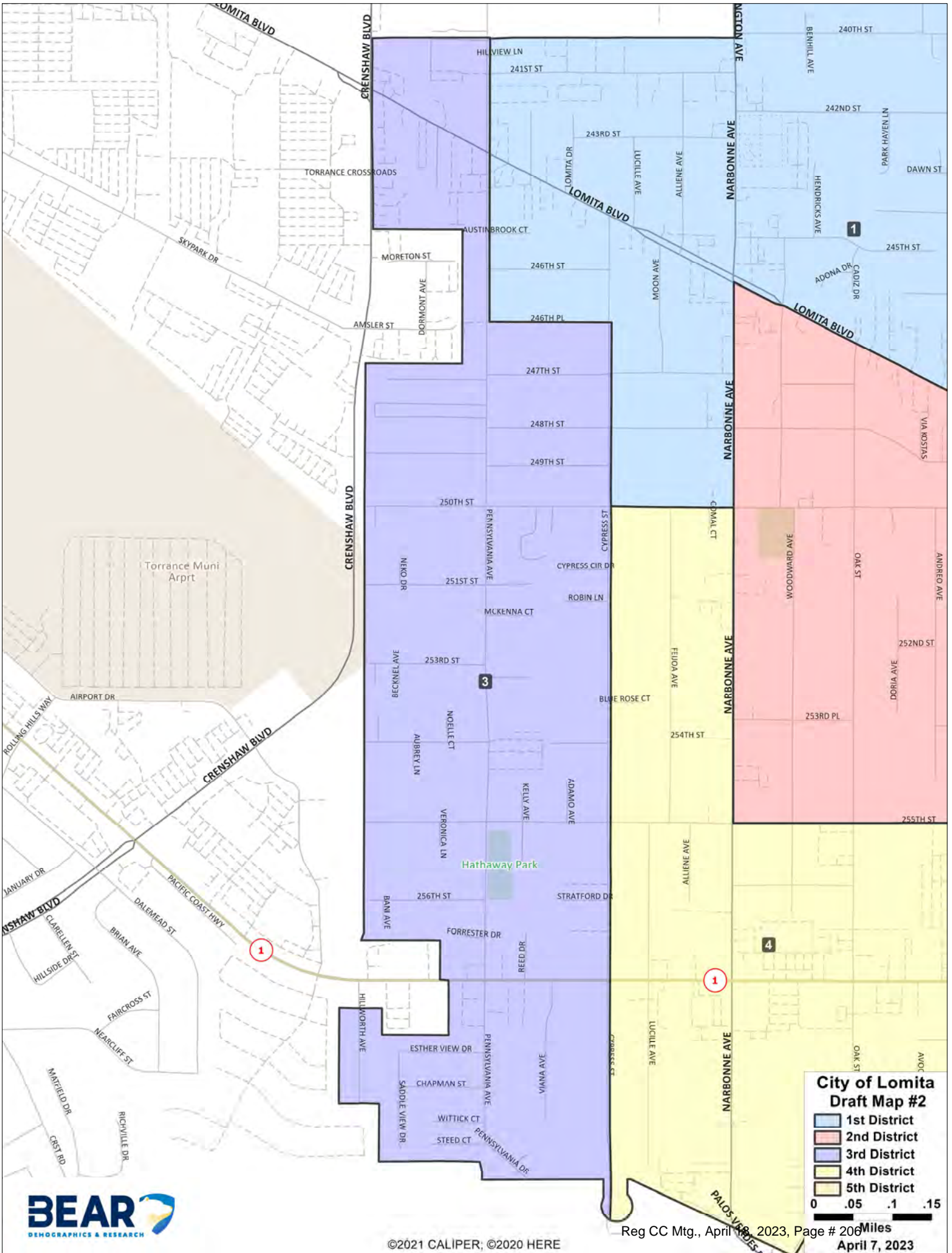
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April 7, 2023

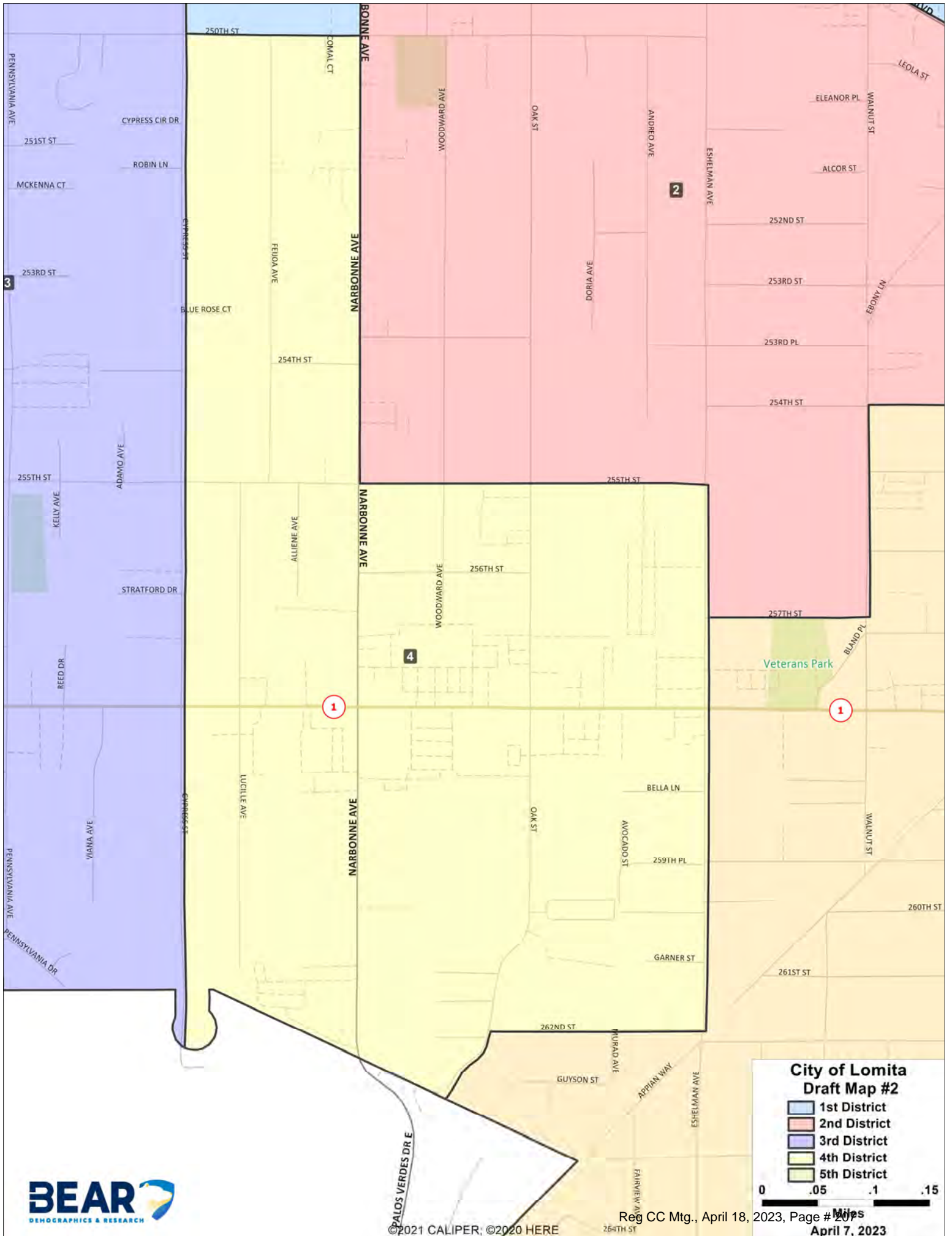


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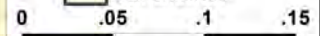
April 7, 2023

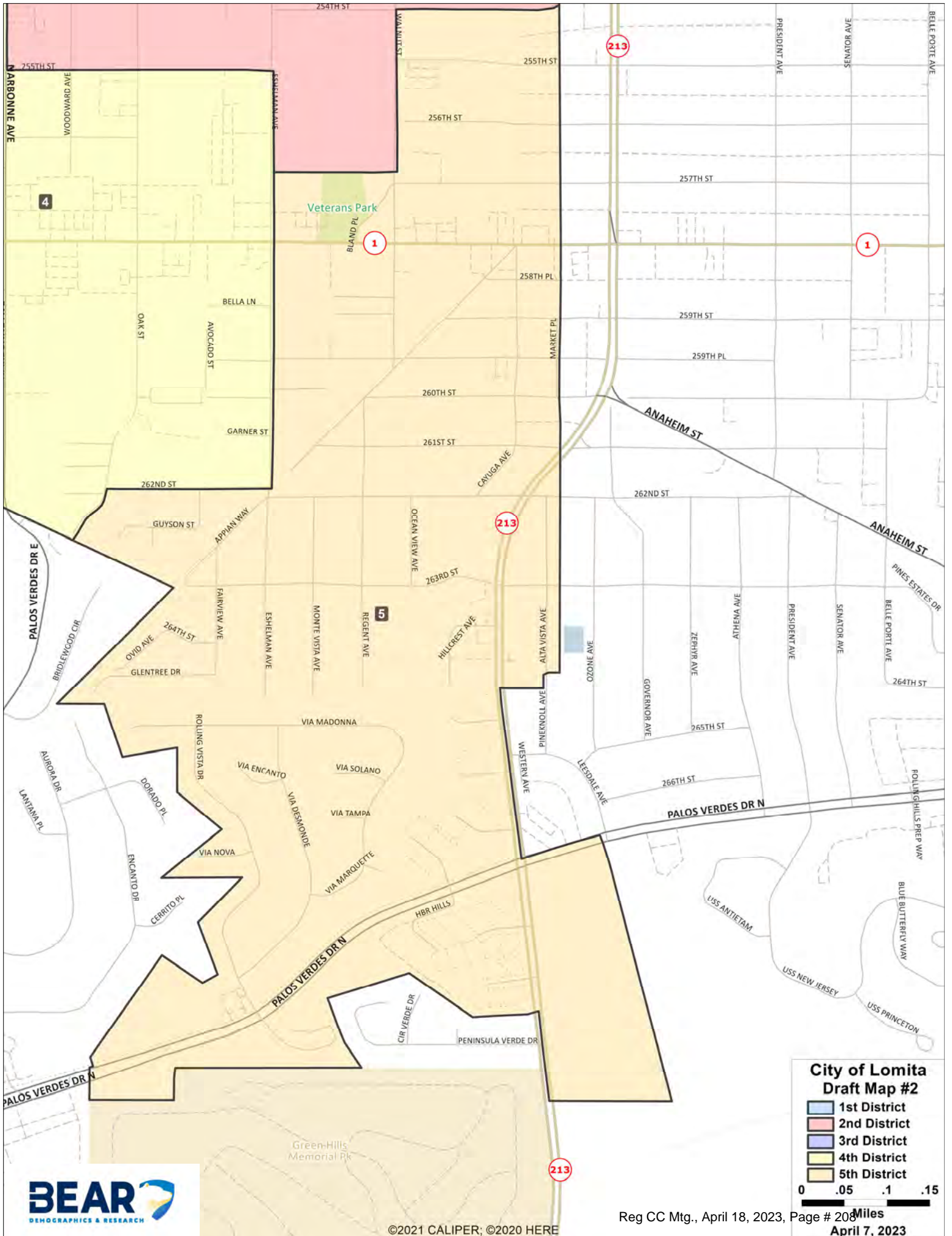




**City of Lomita
Draft Map #2**

- 1st District
- 2nd District
- 3rd District
- 4th District
- 5th District





City of Lomita Draft Map #2 Demographic Profile

Council District	1	2	3	4	5	Total	
Total Population (Pop) 2020 Adjusted	4,198	4,146	4,254	4,264	4,120	20,982	2020 Census State Adjusted Redistricting Data
Deviation	2	(50)	58	68	(76)		
% Deviation	0.1%	-1.2%	1.4%	1.6%	-1.8%	3.4%	
Latino	37.3%	41.0%	31.7%	39.7%	34.2%	36.8%	
White	37.2%	32.7%	38.9%	31.2%	33.4%	34.7%	
Black	2.7%	4.4%	4.0%	5.9%	13.2%	6.0%	
American Indian	1.0%	0.9%	1.1%	0.8%	1.2%	1.0%	
Asian	18.8%	18.0%	21.3%	19.3%	14.7%	18.4%	
Hawaiian, Pacific Islander	1.3%	0.7%	0.5%	0.9%	0.4%	0.8%	
Other Race	1.1%	1.5%	1.4%	0.9%	1.5%	1.3%	
Multi Minority Race	0.7%	0.8%	1.1%	1.4%	1.3%	1.0%	
Voting Age Population (VAP) 2020 Adjusted	3,401	3,396	3,524	3,426	3,264	17,011	2020 ACS CVAP Tabulation
Latino	33.6%	38.0%	29.4%	35.4%	31.2%	33.5%	
White	40.4%	35.3%	41.6%	34.2%	37.9%	37.9%	
Black	2.4%	4.4%	3.9%	6.2%	10.4%	5.4%	
American Indian	1.0%	1.1%	1.2%	0.9%	1.4%	1.1%	
Asian	19.7%	18.7%	20.9%	20.3%	15.9%	19.1%	
Hawaiian, Pacific Islander	1.2%	0.6%	0.4%	0.9%	0.6%	0.8%	
Other Race	1.0%	1.5%	1.5%	0.9%	1.4%	1.3%	
Multi Minority Race	0.7%	0.6%	1.1%	1.3%	1.4%	1.0%	
Citizen Voting Age Population (CVAP)	2,912	3,104	2,617	2,775	2,836	14,245	
Latino	26.2%	28.6%	20.6%	27.2%	36.7%	28.0%	
White	47.5%	38.5%	61.6%	42.6%	46.3%	46.9%	
Black	9.7%	8.5%	7.4%	1.5%	3.1%	6.1%	
Asian	15.6%	22.0%	8.5%	26.8%	11.1%	17.0%	
All Other	1.0%	2.4%	2.0%	1.8%	3.0%	2.0%	



City of Lomita Draft Map #2 Demographic Profile

Council District	1	2	3	4	5	Total	
Total Households (By Household Income)	1,644	1,553	1,543	1,730	1,490	7,960	2019 ACS Reformatted Tables -Block Group Tabulation
Less than \$35,000	24.1%	18.3%	30.0%	19.9%	31.6%	24.6%	
\$35,000 to \$75,000	30.7%	28.5%	27.7%	33.3%	19.5%	28.1%	
\$75,000 to \$150,000	29.7%	36.6%	29.2%	32.2%	21.9%	30.0%	
\$150,000 or more	15.6%	16.6%	13.1%	14.6%	27.0%	17.3%	
Population 25 years and over (By Education Level)	3,087	2,951	2,605	3,224	2,693	14,559	
No High School Diploma	11.5%	14.6%	8.0%	11.5%	16.4%	12.4%	
Diploma, No College Degree	46.2%	45.7%	44.1%	47.5%	41.6%	45.2%	
Any College Degree	42.3%	39.7%	48.0%	41.1%	42.0%	42.5%	
Occupied Housing Units	1,643	1,553	1,543	1,730	1,490	7,960	
Owner occupied	64.5%	44.1%	40.8%	34.3%	55.5%	47.7%	
Renter occupied	35.5%	55.9%	59.2%	65.7%	44.5%	52.3%	
Population 5 years and over (By Language Spoken at Home)	3,927	3,792	3,227	4,184	3,534	18,665	2019 ACS Reformatted Tables -Tract Tabulation
English only	66.3%	59.5%	70.7%	66.9%	63.6%	65.3%	
Spanish	21.0%	21.5%	16.1%	18.9%	19.7%	19.5%	
Asian and Pacific Island languages	9.9%	14.4%	8.4%	7.8%	9.4%	10.0%	
Other Indo-European languages	2.8%	4.7%	4.8%	6.4%	7.4%	5.2%	
Population With Poverty Status Determined (by Poverty Status and Age)	4,076	4,125	3,508	4,499	3,774	19,983	
Income Below Poverty Level Past 12 Months	6.6%	9.2%	7.4%	12.3%	13.7%	9.9%	
Income At or Above Poverty Level Past 12 Months	93.4%	90.8%	92.6%	87.7%	86.3%	90.1%	
Employment Status 16 years and over	3,591	3,399	2,881	3,519	3,081	13,390	
In Labor Force	61.0%	65.1%	68.6%	71.2%	65.4%	66.4%	
Civilian Employment	96.6%	98.2%	96.3%	93.5%	98.4%	96.0%	
Military	0.3%	0.9%	0.0%	0.0%	0.0%	0.3%	
Unemployed	3.1%	1.4%	3.7%	6.5%	1.6%	3.8%	



City of Lomita Draft Map #2 Demographic Profile

Council District	1	2	3	4	5	Total	
Total Population (Pop) 2020 Adjusted	4,198	4,146	4,254	4,264	4,120	20,982	2020 Census State Adjusted Redistricting Data
Deviation	2	(50)	58	68	(76)		
% Deviation	0.1%	-1.2%	1.4%	1.6%	-1.8%	3.4%	
Latino	1,567	1,701	1,350	1,692	1,410	7,720	
White	1,562	1,356	1,656	1,329	1,375	7,278	
Black	114	183	169	252	545	1,263	
American Indian	42	39	47	32	50	210	
Asian	787	746	904	821	607	3,865	
Hawaiian, Pacific Islander	53	28	22	40	18	161	
Other Race	44	61	61	39	62	267	
Multi Minority Race	29	32	45	59	53	218	
Voting Age Population (VAP)	3,401	3,396	3,524	3,426	3,264	17,011	
Latino	1,144	1,289	1,036	1,213	1,018	5,700	
White	1,374	1,198	1,467	1,170	1,237	6,446	
Black	80	148	138	211	339	916	
American Indian	34	37	42	30	44	187	
Asian	670	634	736	696	519	3,255	
Hawaiian, Pacific Islander	41	21	15	32	18	127	
Other Race	35	50	52	31	45	213	
Multi Minority Race	23	19	38	43	44	167	
Citizen Voting Age Population (CVAP)	2,912	3,104	2,617	2,775	2,836	14,245	2020 ACS CVAP Tabulation
Latino	764	889	538	755	1,040	3,985	
White	1,384	1,194	1,612	1,182	1,313	6,685	
Black	283	263	194	42	88	870	
Asian	455	683	223	745	314	2,420	
All Other	30	74	51	49	86	290	



City of Lomita Draft Map #2 Demographic Profile

Council District	1	2	3	4	5	Total	
Total Households (By Household Income)	1,644	1,553	1,543	1,730	1,490	7,960	2019 ACS Reformatted Tables -Block Group Tabulation
Less than \$35,000	396	284	463	345	470	1,959	
\$35,000 to \$75,000	504	443	427	575	291	2,240	
\$75,000 to \$150,000	487	568	450	557	326	2,388	
\$150,000 or more	256	258	203	253	403	1,373	
Population 25 years and over (By Education Level)	3,087	2,951	2,605	3,224	2,693	14,559	
No High School Diploma	354	429	207	370	442	1,802	
Diploma, No College Degree	1,426	1,350	1,148	1,530	1,120	6,574	
Any College Degree	1,307	1,172	1,250	1,324	1,130	6,182	
Occupied Housing Units	1,643	1,553	1,543	1,730	1,490	7,960	
Owner occupied	1,061	684	629	593	827	3,795	
Renter occupied	583	869	914	1,137	663	4,165	
Population 5 years and over (By Language Spoken at Home)	3,927	3,792	3,227	4,184	3,534	18,665	2019 ACS Reformatted Tables -Tract Tabulation
English only	2,604	2,256	2,282	2,797	2,246	12,185	
Spanish	825	815	520	791	694	3,646	
Asian and Pacific Island languages	389	544	270	327	331	1,861	
Other Indo-European languages	110	179	154	269	263	974	
Population With Poverty Status Determined (by Poverty Status and Age)	4,076	4,125	3,508	4,499	3,774	19,983	
Income Below Poverty Level Past 12 Months	268	378	259	554	516	1,976	
Income At or Above Poverty Level Past 12 Months	3,808	3,747	3,249	3,945	3,258	18,007	
Employment Status 16 years and over	3,591	3,399	2,881	3,519	3,081	13,390	
In Labor Force	2,192	2,212	1,976	2,506	2,015	8,886	
Civilian Employment	2,118	2,172	1,903	2,342	1,983	8,535	
Military	7	19	-	1	-	27	
Unemployed	68	30	73	163	33	334	



First District.

The region bounded and described as follows: Beginning at the point of intersection of Pennsylvania Ave and 246th Pl, and proceeding northerly along Pennsylvania Ave to the City boundary, and proceeding easterly and southerly along the City boundary to Lomita Blvd, and proceeding westerly along Lomita Blvd to Narbonne Ave, and proceeding southerly along Narbonne Ave to 250th St, and proceeding westerly along 250th St to Cypress St, and proceeding northerly along Cypress St to 246th Pl, and proceeding westerly along 246th Pl to the point of beginning.

Second District.

The region bounded and described as follows: Beginning at the point of intersection of Narbonne Ave and 255th St, and proceeding northerly along Narbonne Ave to Lomita Blvd, and proceeding easterly along Lomita Blvd to the City boundary, and proceeding southerly along the City boundary to W 254th St, and proceeding westerly along W 254th St to Walnut St, and proceeding southerly along Walnut St to 257th St, and proceeding westerly along 257th St to Eshelman Ave, and proceeding northerly along Eshelman Ave to 255th St, and proceeding westerly along 255th St to the point of beginning.

Third District.

The region bounded and described as follows: Beginning at the point of intersection of the City boundary and Pennsylvania Ave, and proceeding southerly along Pennsylvania Ave to 246th Pl, and proceeding easterly along 246th Pl to Cypress St, and proceeding southerly along Cypress St to the City boundary, and proceeding westerly, northerly, and easterly along the City boundary to the point of beginning.

Fourth District.

The region bounded and described as follows: Beginning at the point of intersection of Cypress St and 250th St, and proceeding easterly along 250th St to Narbonne Ave, and proceeding southerly along Narbonne Ave to 255th St, and proceeding easterly along 255th St to Eshelman Ave, and proceeding southerly along Eshelman Ave to 262nd St, and proceeding westerly along 262nd St to the City boundary, and proceeding westerly along the City boundary to Cypress St, and proceeding northerly along Cypress St to the point of beginning.

Fifth District.

The region bounded and described as follows: Beginning at the point of intersection the City boundary and Oak St, and proceeding northerly along Oak St to 262nd St, and proceeding easterly along 262nd St to Eshelman Ave, and proceeding northerly along Eshelman Ave to 257th St, and proceeding easterly along 257th St to Walnut St, and proceeding northerly along Walnut St to W 254th St, and proceeding easterly along W 254th St to the City boundary, and proceeding southerly and westerly along the City boundary to the point of beginning.



BEAR

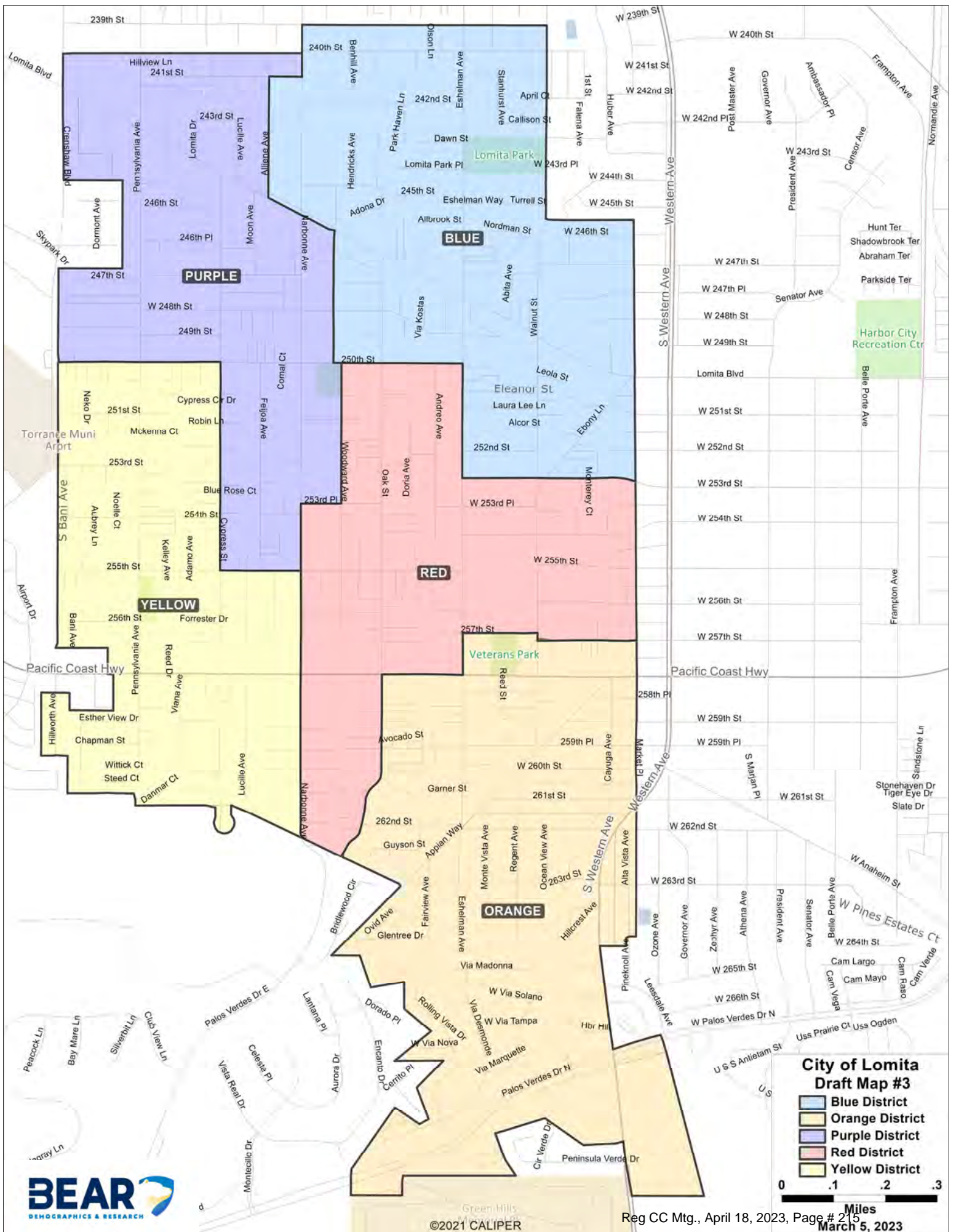
DEMOGRAPHICS & RESEARCH

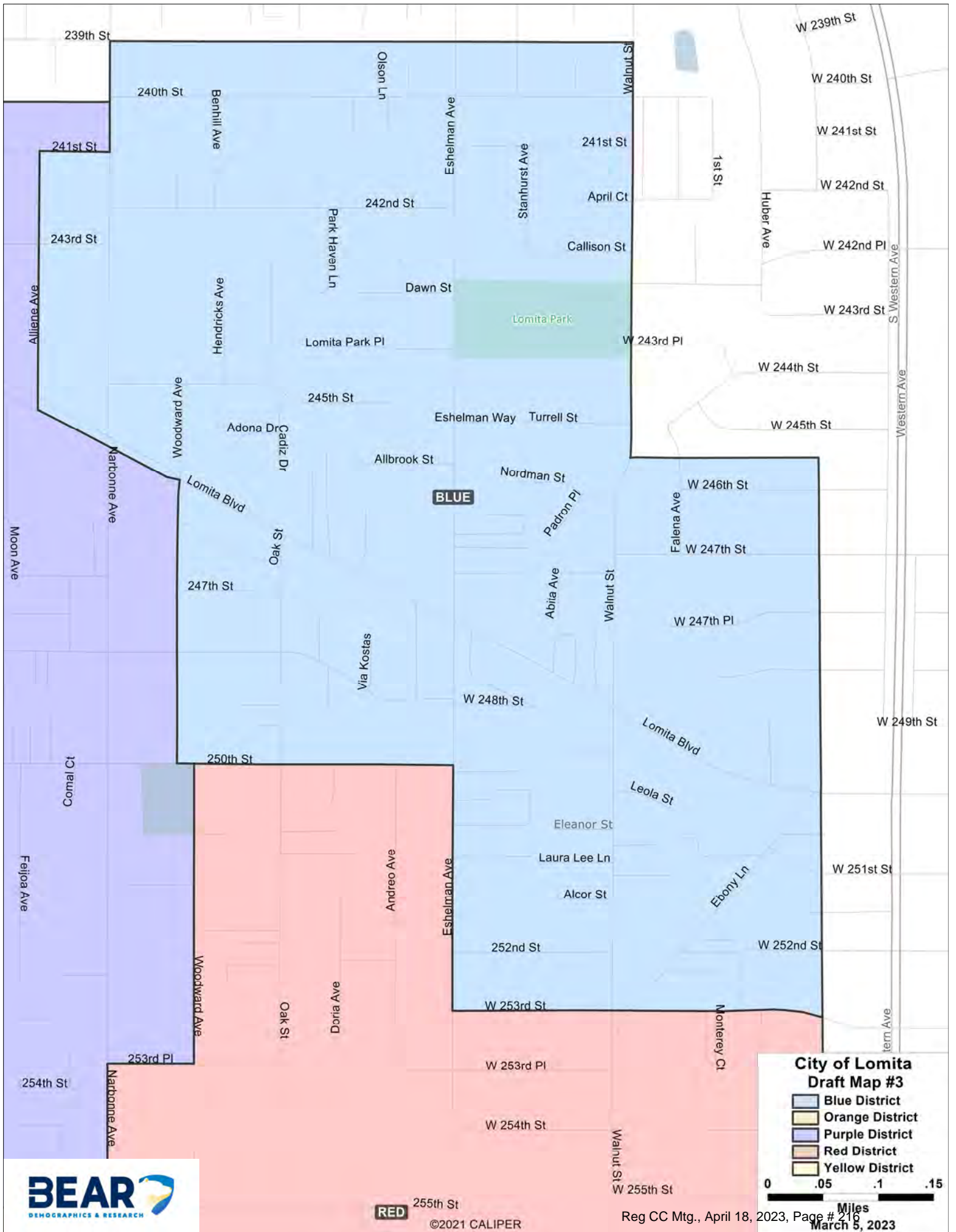
City of Lomita

2023 City Council Boundaries

DRAFT MAP #3

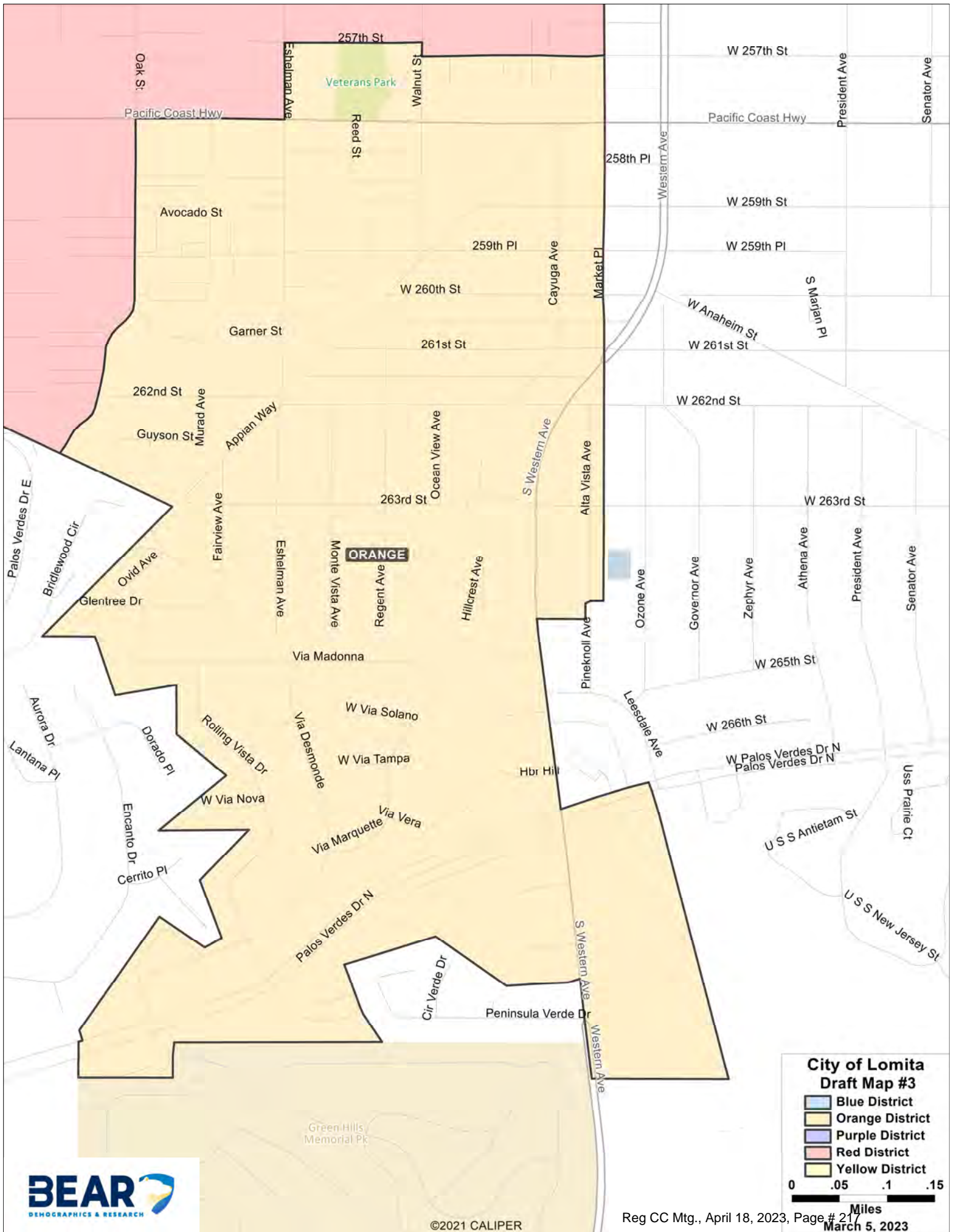
March 5, 2023

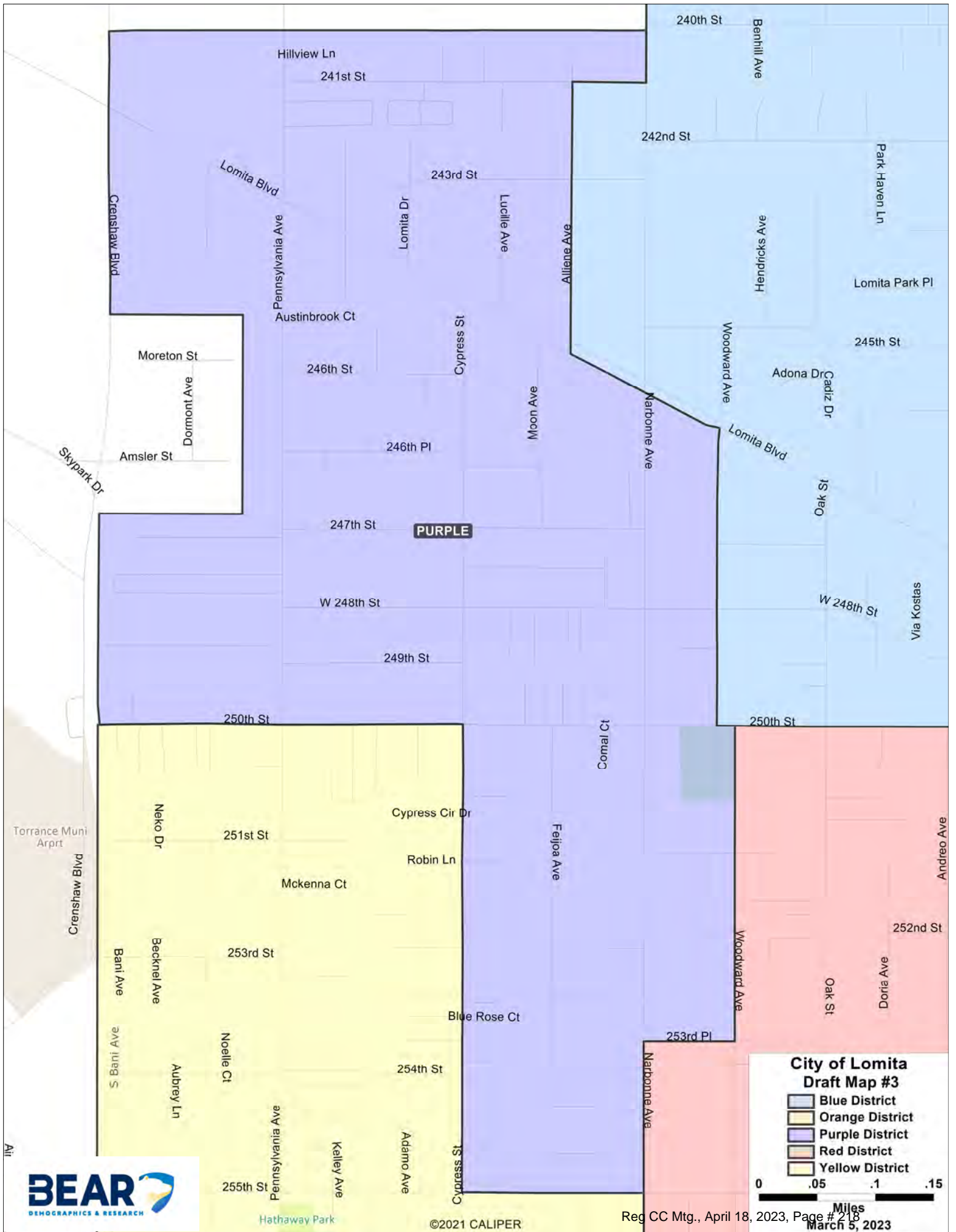




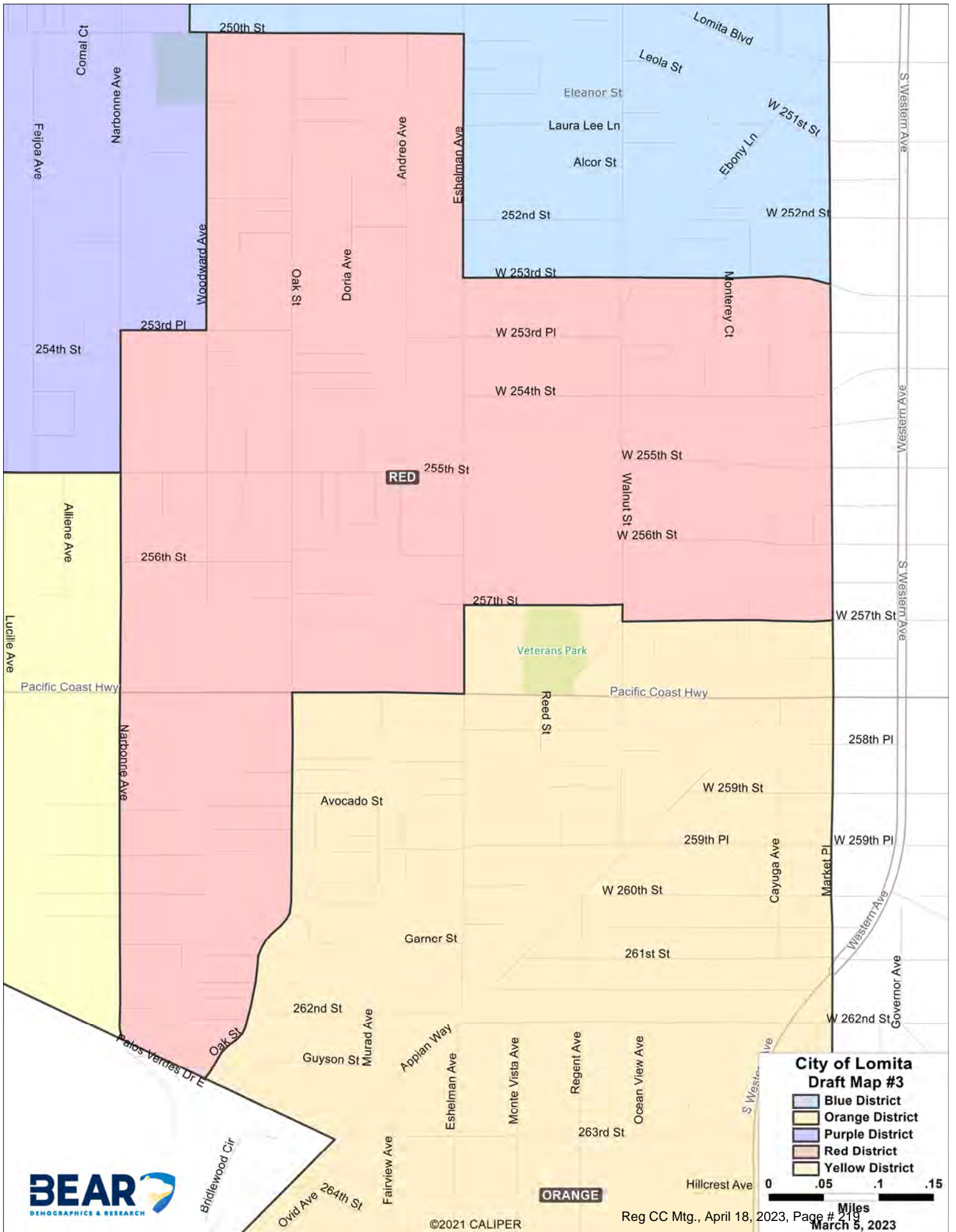
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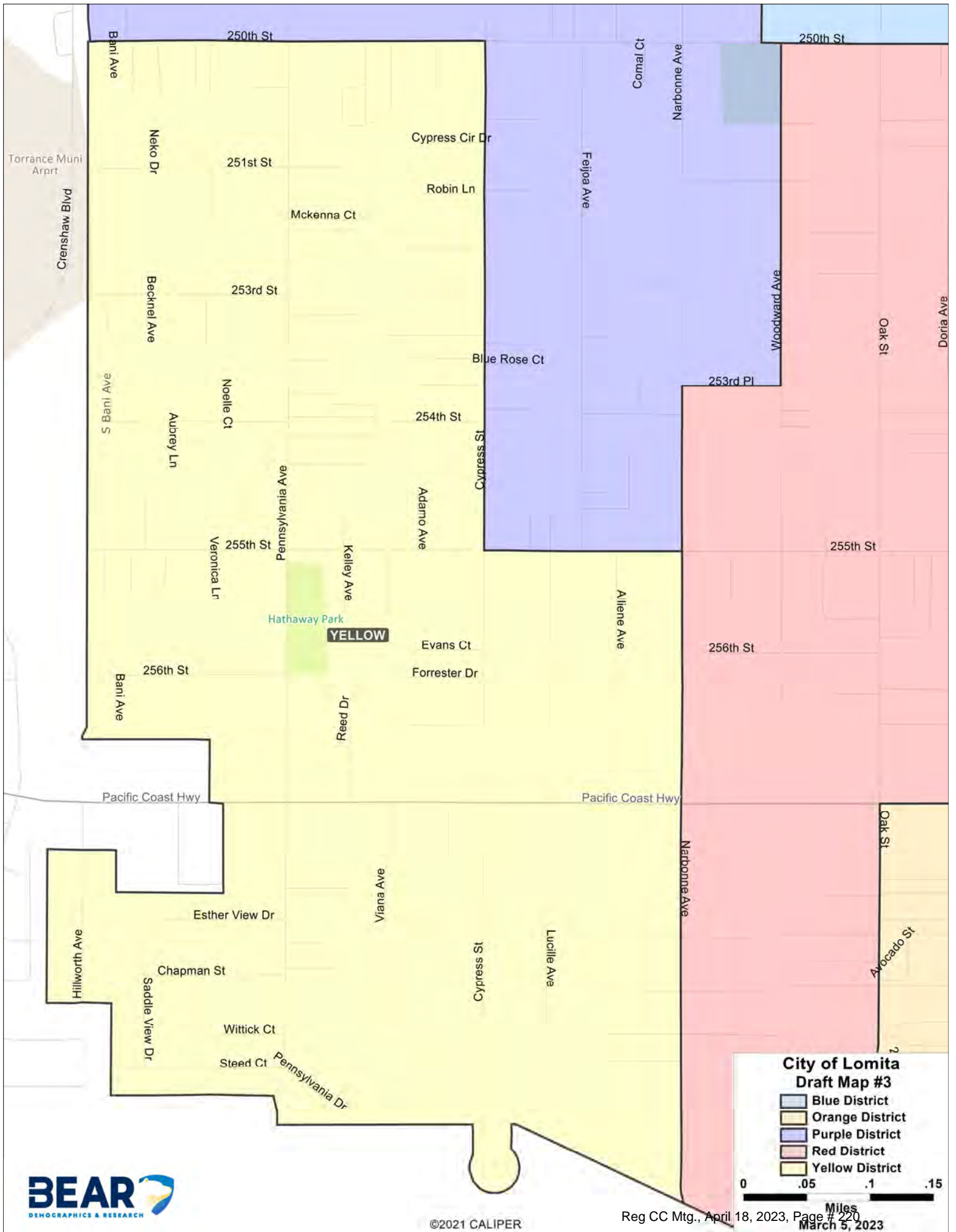
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PURPLE

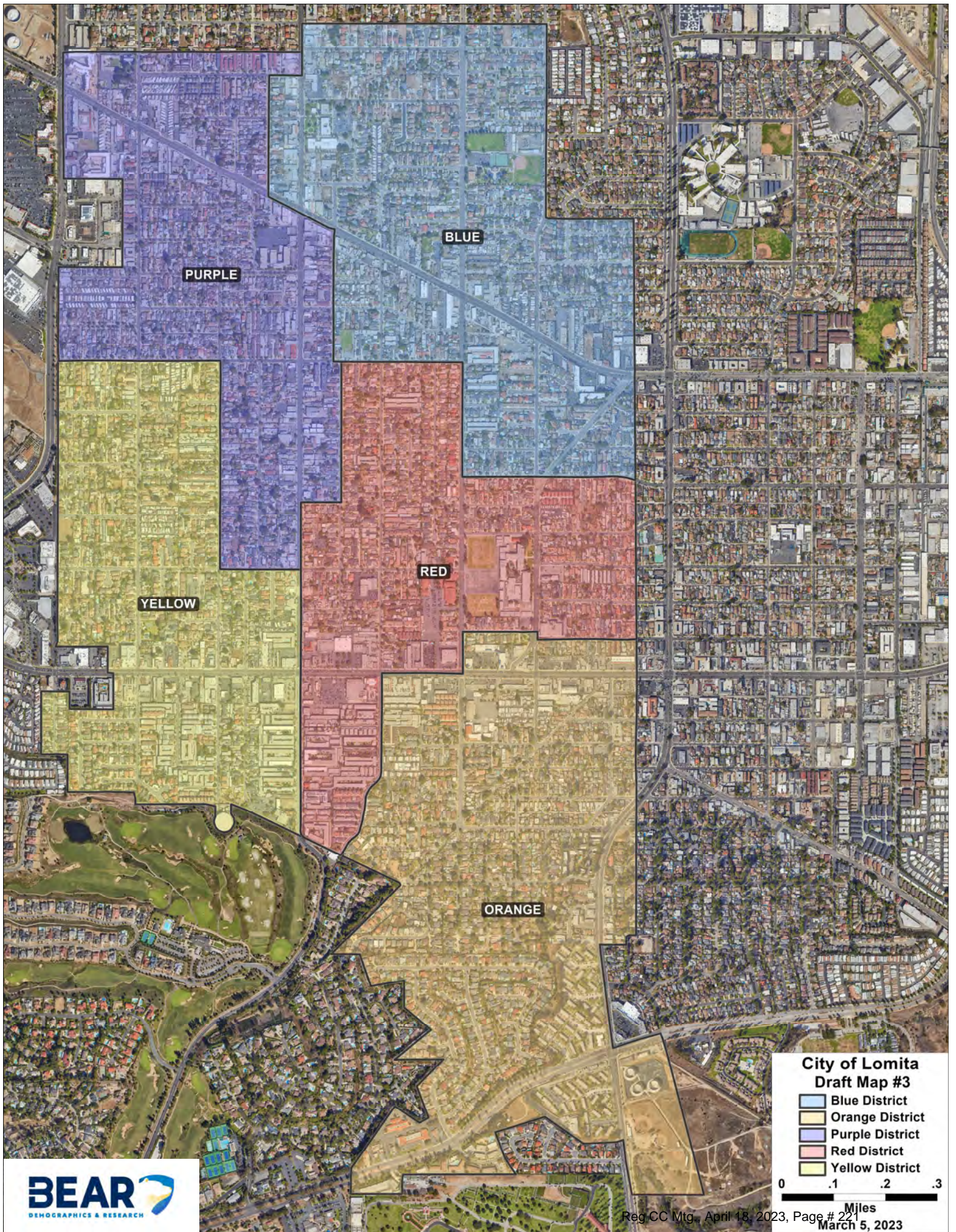




YELLOW

Hathaway Park





PURPLE

BLUE

RED

YELLOW

ORANGE

**City of Lomita
Draft Map #3**

- Blue District
- Orange District
- Purple District
- Red District
- Yellow District

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Miles

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March 5, 2023



City of Lomita Draft Map #3 Demographic Profile

Council District	Blue	Orange	Purple	Red	Yellow	Total	
Total Population (Pop) 2020 Adjusted	4,222	4,217	4,099	4,275	4,169	20,982	2020 Census State Adjusted Redistricting Data
Deviation	26	21	(97)	79	(27)		
% Deviation	0.6%	0.5%	-2.3%	1.9%	-0.6%	4.2%	
Latino	37.3%	32.8%	40.1%	41.1%	32.6%	36.8%	
White	35.7%	33.7%	34.9%	31.7%	37.6%	34.7%	
Black	3.7%	13.8%	2.7%	4.8%	5.0%	6.0%	
American Indian	1.1%	1.1%	0.8%	1.2%	0.8%	1.0%	
Asian	18.7%	14.9%	19.0%	18.6%	20.9%	18.4%	
Hawaiian, Pacific Islander	1.3%	0.5%	0.5%	0.9%	0.6%	0.8%	
Other Race	1.5%	1.6%	1.1%	0.9%	1.3%	1.3%	
Multi Minority Race	0.7%	1.6%	0.9%	0.8%	1.2%	1.0%	
Voting Age Population (VAP) 2020 Adjusted	3,472	3,385	3,294	3,452	3,408	17,011	2020 ACS CVAP Tabulation
Latino	34.1%	29.5%	36.9%	37.4%	29.6%	33.5%	
White	37.9%	38.4%	38.2%	34.6%	40.5%	37.9%	
Black	3.5%	10.9%	2.7%	4.8%	5.1%	5.4%	
American Indian	1.1%	1.2%	0.8%	1.5%	0.9%	1.1%	
Asian	19.8%	16.3%	19.3%	19.3%	21.0%	19.1%	
Hawaiian, Pacific Islander	1.5%	0.7%	0.2%	0.8%	0.5%	0.8%	
Other Race	1.5%	1.5%	1.1%	0.9%	1.3%	1.3%	
Multi Minority Race	0.7%	1.6%	0.9%	0.7%	1.1%	1.0%	
Citizen Voting Age Population (CVAP)	3,108	2,866	2,607	2,922	2,742	14,245	
Latino	25.0%	34.9%	30.6%	29.8%	19.8%	28.0%	
White	43.8%	48.3%	44.3%	38.0%	61.1%	46.9%	
Black	9.3%	3.2%	6.0%	4.9%	7.0%	6.1%	
Asian	19.8%	11.1%	18.8%	24.9%	9.8%	17.0%	
All Other	2.2%	2.8%	0.4%	2.3%	2.4%	2.0%	

City of Lomita Draft Map #3 Demographic Profile

Council District	Blue	Orange	Purple	Red	Yellow	Total	
Total Households (By Household Income)	1,695	1,498	1,473	1,676	1,619	7,960	2019 ACS Reformatted Tables -Block Group Tabulation
Less than \$35,000	23.9%	29.5%	21.4%	21.8%	26.7%	24.6%	
\$35,000 to \$75,000	27.4%	22.2%	30.8%	29.2%	30.9%	28.1%	
\$75,000 to \$150,000	32.8%	21.1%	33.8%	34.2%	27.5%	30.0%	
\$150,000 or more	16.0%	27.1%	14.0%	14.8%	14.9%	17.3%	
Population 25 years and over (By Education Level)	3,243	2,725	2,615	3,108	2,867	14,559	
No High School Diploma	12.6%	16.0%	11.4%	13.6%	8.3%	12.4%	
Diploma, No College Degree	47.3%	41.1%	42.3%	46.7%	47.5%	45.2%	
Any College Degree	40.1%	42.9%	46.3%	39.6%	44.3%	42.5%	
Occupied Housing Units	1,695	1,498	1,473	1,676	1,619	7,960	
Owner occupied	57.3%	52.7%	53.5%	37.3%	38.4%	47.7%	
Renter occupied	42.7%	47.3%	46.5%	62.7%	61.6%	52.3%	
Population 5 years and over (By Language Spoken at Home)	4,240	3,563	3,272	4,094	3,498	18,665	2019 ACS Reformatted Tables -Tract Tabulation
English only	61.7%	65.0%	71.3%	61.2%	69.1%	65.3%	
Spanish	22.6%	19.2%	16.1%	21.3%	17.4%	19.5%	
Asian and Pacific Island languages	12.2%	8.0%	9.2%	11.7%	7.9%	10.0%	
Other Indo-European languages	3.5%	7.8%	3.4%	5.8%	5.7%	5.2%	
Population With Poverty Status Determined (by Poverty Status and Age)	4,450	3,796	3,535	4,419	3,782	19,983	
Income Below Poverty Level Past 12 Months	8.4%	14.4%	4.7%	11.7%	9.9%	9.9%	
Income At or Above Poverty Level Past 12 Months	91.6%	85.6%	95.3%	88.3%	90.1%	90.1%	
Employment Status 16 years and over	3,827	3,057	2,953	3,535	3,100	16,472	
In Labor Force	60.4%	67.6%	69.2%	67.1%	68.0%	66.2%	
Civilian Employment	97.0%	97.3%	97.8%	95.7%	94.6%	96.5%	
Military	0.5%	0.0%	0.0%	0.3%	0.0%	0.2%	
Unemployed	2.5%	2.7%	2.2%	4.1%	5.4%	3.4%	

City of Lomita Draft Map #3 Demographic Profile

Council District	Blue	Orange	Purple	Red	Yellow	Total	
Total Population (Pop) 2020 Adjusted	4,222	4,217	4,099	4,275	4,169	20,982	2020 Census State Adjusted Redistricting Data
Deviation	26	21	(97)	79	(27)		
% Deviation	0.6%	0.5%	-2.3%	1.9%	-0.6%	4.2%	
Latino	1,575	1,385	1,642	1,758	1,360	7,720	
White	1,505	1,421	1,431	1,354	1,567	7,278	
Black	157	580	112	205	209	1,263	
American Indian	47	45	32	52	34	210	
Asian	789	629	780	795	872	3,865	
Hawaiian, Pacific Islander	55	22	22	38	24	161	
Other Race	64	67	44	37	55	267	
Multi Minority Race	30	68	36	36	48	218	
Voting Age Population (VAP)	3,472	3,385	3,294	3,452	3,408	17,011	2020 ACS CVAP Tabulation
Latino	1,185	1,000	1,216	1,292	1,007	5,700	
White	1,314	1,301	1,257	1,195	1,379	6,446	
Black	120	368	88	167	173	916	
American Indian	38	39	27	51	32	187	
Asian	688	550	634	666	717	3,255	
Hawaiian, Pacific Islander	52	22	8	28	17	127	
Other Race	51	52	35	30	45	213	
Multi Minority Race	24	53	29	23	38	167	
Citizen Voting Age Population (CVAP)	3,108	2,866	2,607	2,922	2,742	14,245	
Latino	776	999	798	869	543	3,985	
White	1,361	1,383	1,154	1,111	1,676	6,685	
Black	290	91	155	143	191	870	
Asian	617	317	489	729	268	2,420	
All Other	67	80	10	68	65	290	

City of Lomita Draft Map #3 Demographic Profile

Council District	Blue	Orange	Purple	Red	Yellow	Total	
Total Households (By Household Income)	1,695	1,498	1,473	1,676	1,619	7,960	2019 ACS Reformatted Tables -Block Group Tabulation
Less than \$35,000	405	442	315	365	432	1,959	
\$35,000 to \$75,000	463	333	454	489	501	2,240	
\$75,000 to \$150,000	556	316	497	574	445	2,388	
\$150,000 or more	270	406	207	247	242	1,373	
Population 25 years and over (By Education Level)	3,243	2,725	2,615	3,108	2,867	14,559	
No High School Diploma	410	435	297	424	237	1,802	
Diploma, No College Degree	1,533	1,121	1,106	1,452	1,362	6,574	
Any College Degree	1,301	1,169	1,211	1,232	1,269	6,182	
Occupied Housing Units	1,695	1,498	1,473	1,676	1,619	7,960	
Owner occupied	972	790	787	624	622	3,795	
Renter occupied	723	708	686	1,051	997	4,165	
Population 5 years and over (By Language Spoken at Home)	4,240	3,563	3,272	4,094	3,498	18,665	2019 ACS Reformatted Tables -Tract Tabulation
English only	2,614	2,316	2,332	2,507	2,417	12,185	
Spanish	958	683	527	871	608	3,646	
Asian and Pacific Island languages	518	287	302	479	275	1,861	
Other Indo-European languages	150	278	111	238	198	974	
Population With Poverty Status Determined (by Poverty Status and Age)	4,450	3,796	3,535	4,419	3,782	19,983	
Income Below Poverty Level Past 12 Months	374	545	164	518	374	1,976	
Income At or Above Poverty Level Past 12 Months	4,076	3,251	3,371	3,901	3,408	18,007	
Employment Status 16 years and over	3,827	3,057	2,953	3,535	3,100	16,472	
In Labor Force	2,313	2,067	2,042	2,373	2,108	10,903	
Civilian Employment	2,244	2,011	1,998	2,270	1,995	10,518	
Military	12	-	-	6	-	18	
Unemployed	57	55	44	97	113	366	



BEAR

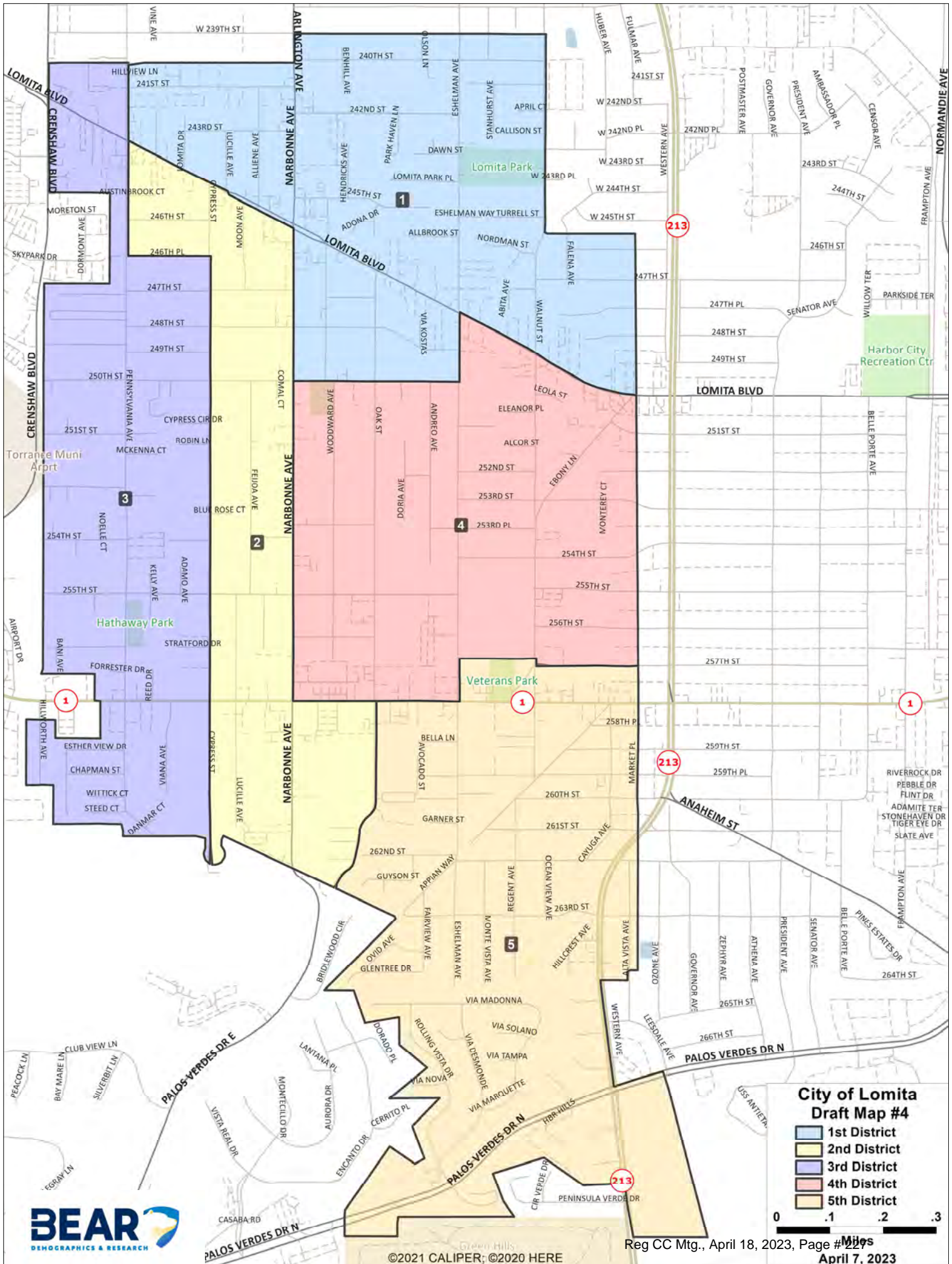
DEMOGRAPHICS & RESEARCH

City of Lomita

2023 City Council Boundaries

DRAFT MAP #4

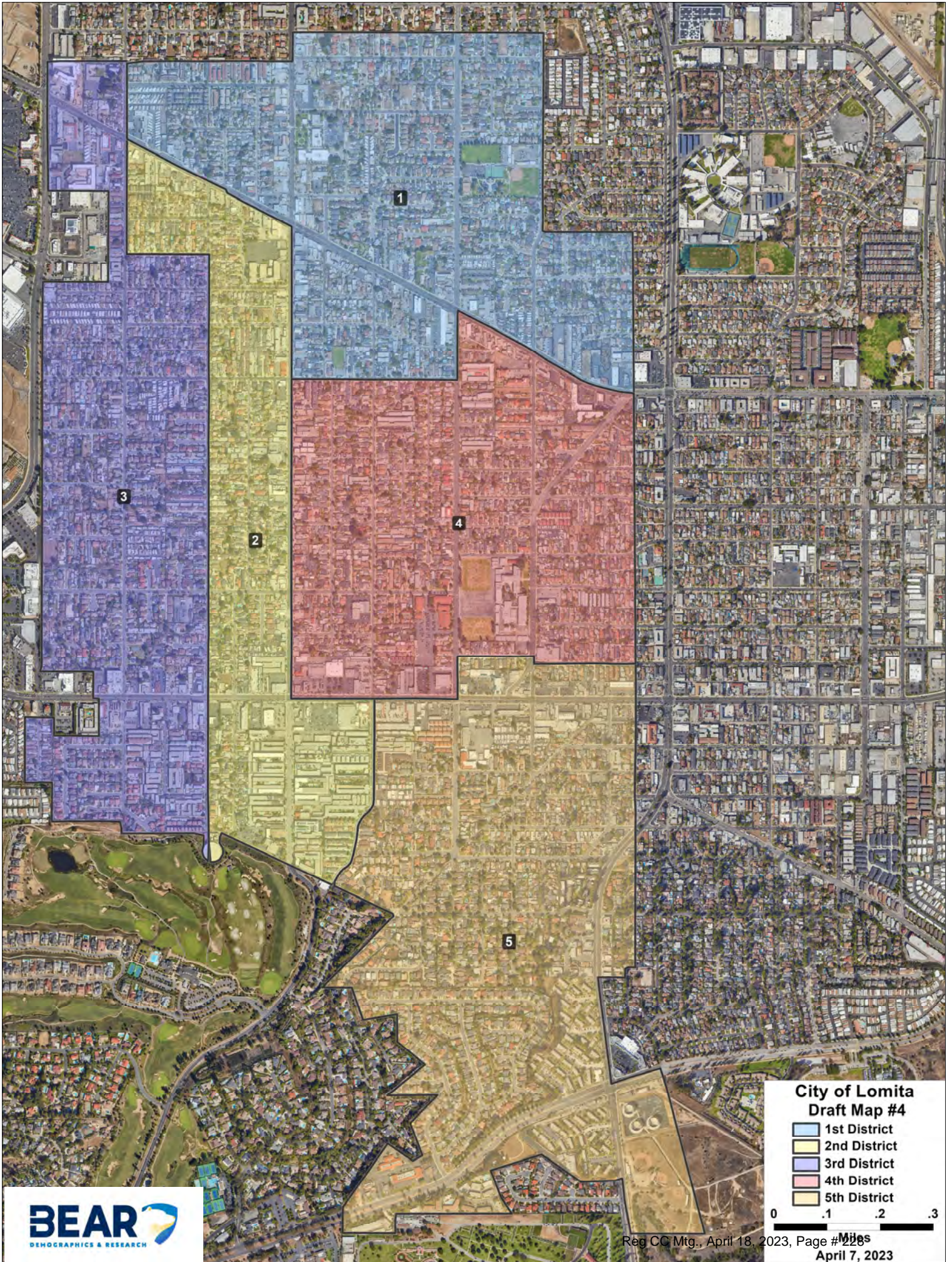
April 7, 2023



**City of Lomita
Draft Map #4**

- 1st District
- 2nd District
- 3rd District
- 4th District
- 5th District



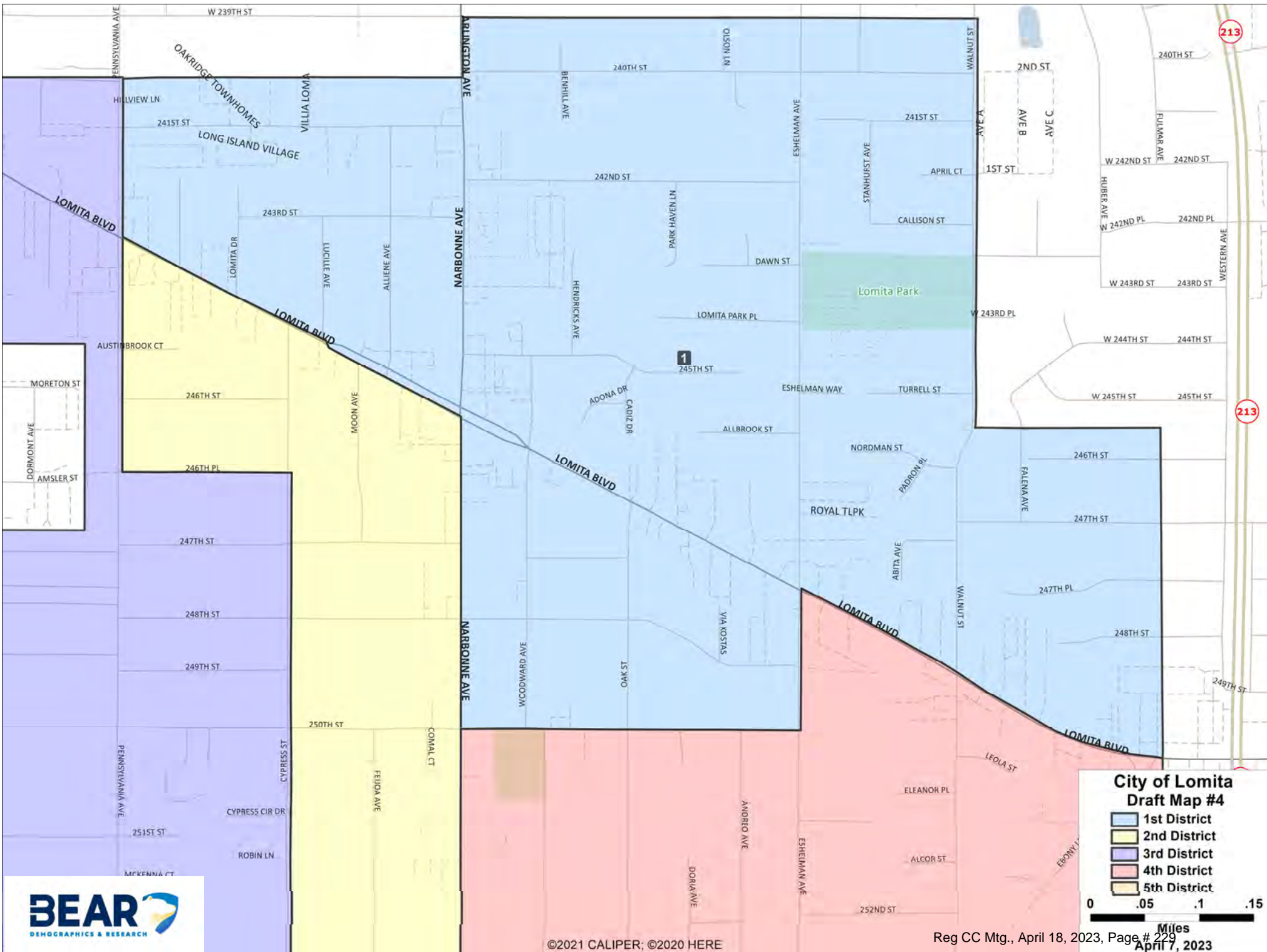


**City of Lomita
Draft Map #4**

- 1st District
- 2nd District
- 3rd District
- 4th District
- 5th District

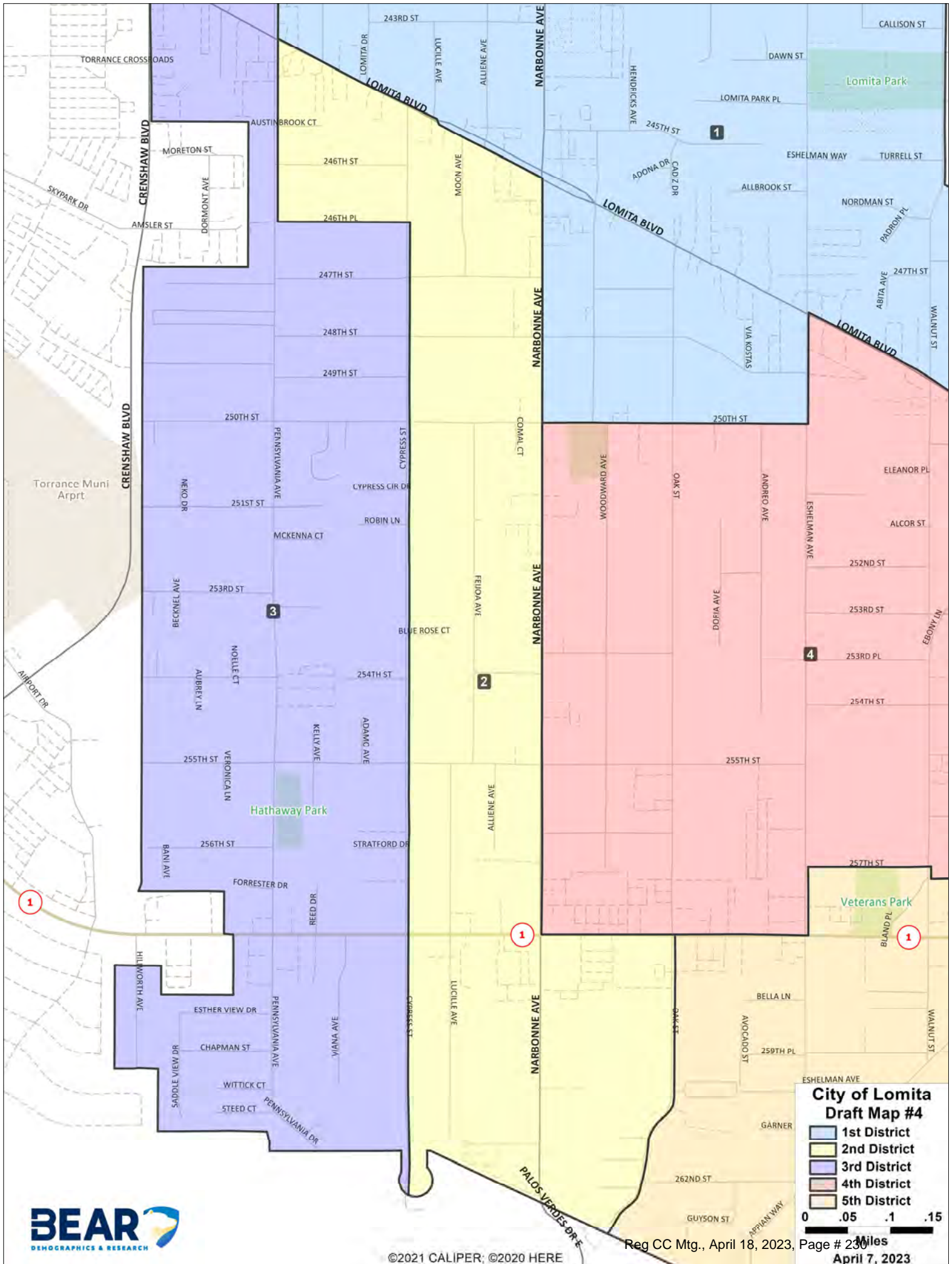
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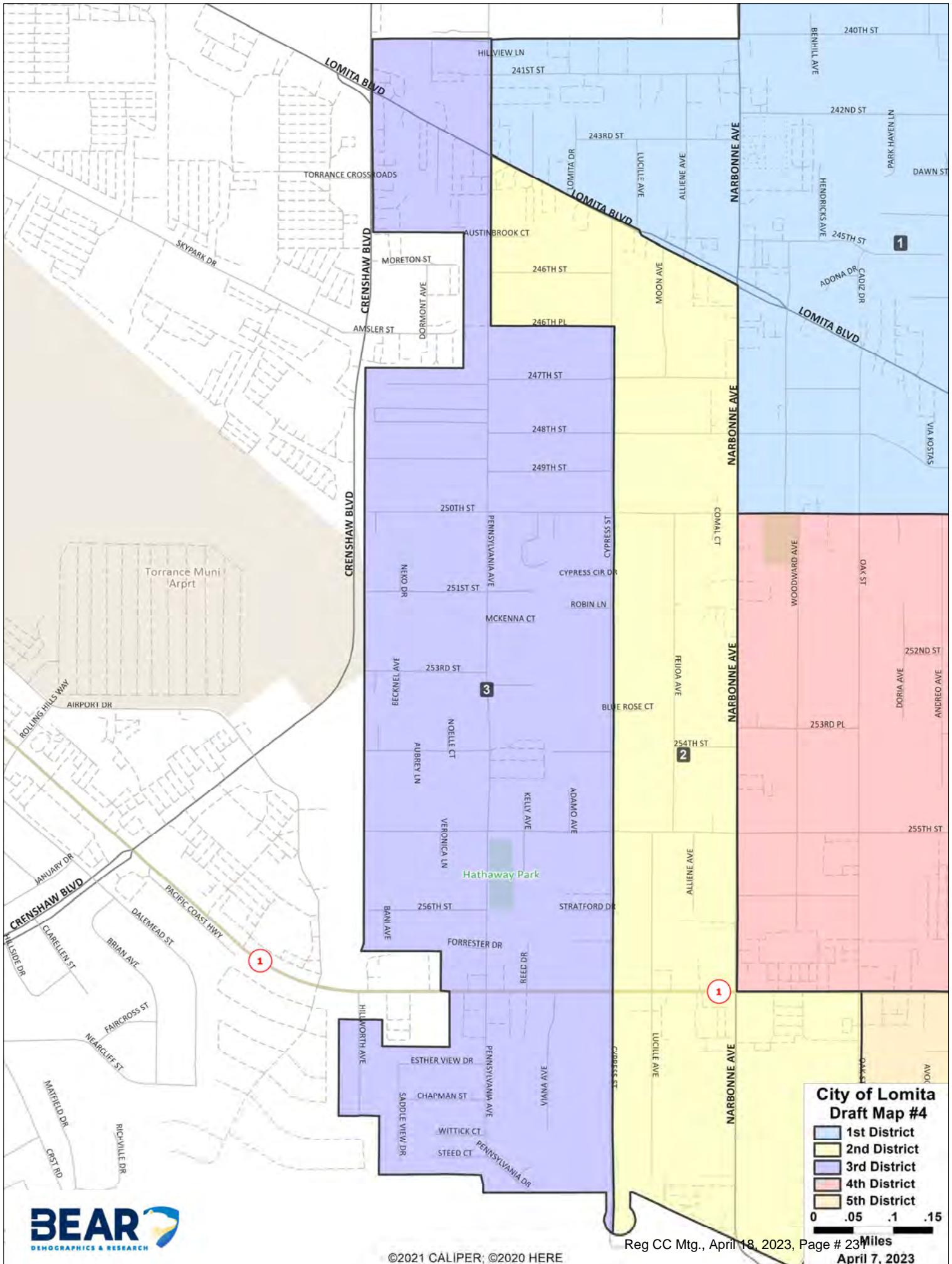
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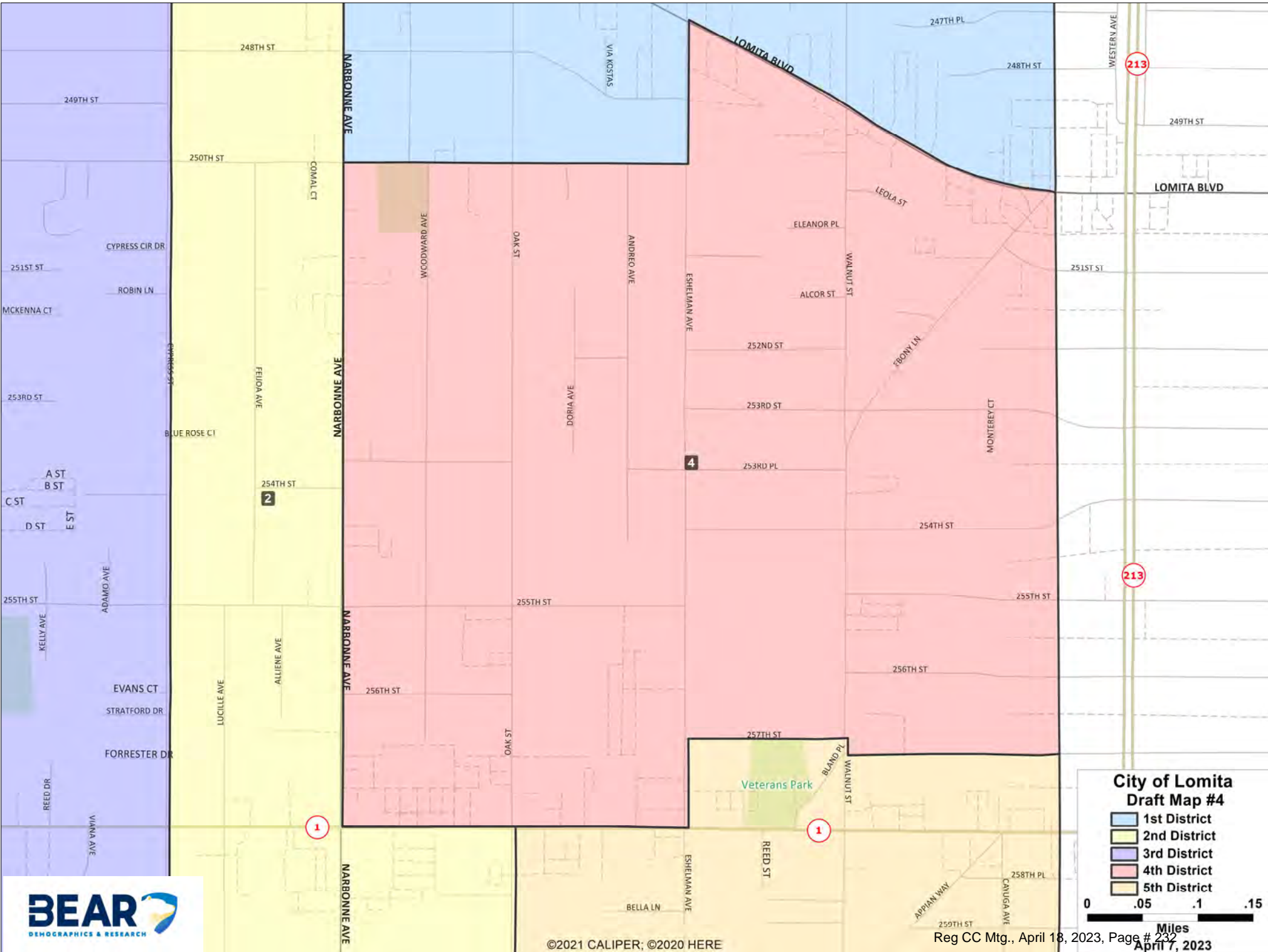
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Draft Map #4**

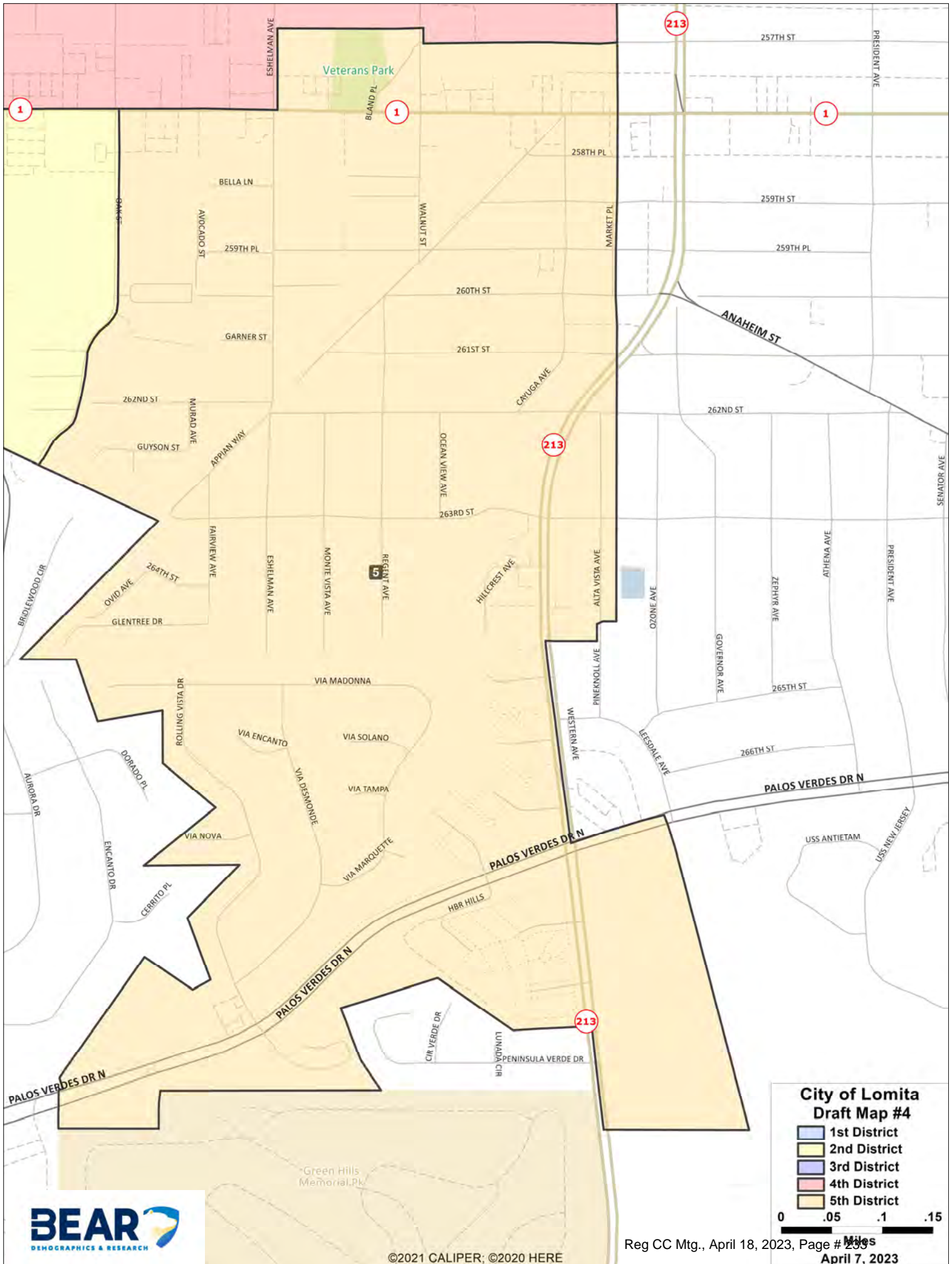
- 1st District
- 2nd District
- 3rd District
- 4th District
- 5th District

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April 7, 2023







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**City of Lomita
Draft Map #4**

- 1st District
- 2nd District
- 3rd District
- 4th District
- 5th District



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April 7, 2023

City of Lomita Draft Map #4 Demographic Profile

Council District	1	2	3	4	5	Total	
Total Population (Pop) 2020 Adjusted	4,060	4,145	4,254	4,306	4,217	20,982	2020 Census State Adjusted Redistricting Data
Deviation	(136)	(51)	58	110	21		
% Deviation	-3.2%	-1.2%	1.4%	2.6%	0.5%	5.9%	
Latino	38.2%	40.4%	31.7%	40.9%	32.8%	36.8%	
White	36.3%	31.2%	38.9%	33.3%	33.7%	34.7%	
Black	3.2%	4.8%	4.0%	4.3%	13.8%	6.0%	
American Indian	1.0%	0.7%	1.1%	1.2%	1.1%	1.0%	
Asian	18.1%	20.2%	21.3%	17.7%	14.9%	18.4%	
Hawaiian, Pacific Islander	1.3%	0.8%	0.5%	0.7%	0.5%	0.8%	
Other Race	1.3%	0.9%	1.4%	1.2%	1.6%	1.3%	
Multi Minority Race	0.6%	1.1%	1.1%	0.9%	1.6%	1.0%	
Voting Age Population (VAP) 2020 Adjusted	3,340	3,282	3,524	3,480	3,385	17,011	2020 ACS CVAP Tabulation
Latino	34.5%	36.8%	29.4%	37.5%	29.5%	33.5%	
White	39.2%	33.6%	41.6%	36.4%	38.4%	37.9%	
Black	2.9%	5.3%	3.9%	3.9%	10.9%	5.4%	
American Indian	0.9%	0.8%	1.2%	1.4%	1.2%	1.1%	
Asian	19.2%	20.9%	20.9%	18.4%	16.3%	19.1%	
Hawaiian, Pacific Islander	1.4%	0.6%	0.4%	0.6%	0.7%	0.8%	
Other Race	1.3%	0.8%	1.5%	1.1%	1.5%	1.3%	
Multi Minority Race	0.5%	1.1%	1.1%	0.7%	1.6%	1.0%	
Citizen Voting Age Population (CVAP)	2,931	2,657	2,617	3,174	2,866	14,245	
Latino	27.1%	29.5%	20.6%	27.4%	34.9%	28.0%	
White	45.2%	43.7%	61.6%	38.0%	48.3%	46.9%	
Black	10.8%	1.2%	7.4%	7.5%	3.2%	6.1%	
Asian	15.7%	24.5%	8.5%	24.2%	11.1%	17.0%	
All Other	1.4%	1.2%	2.0%	2.8%	2.8%	2.0%	



City of Lomita
Draft Map #4 Demographic Profile

Council District	1	2	3	4	5	Total	
Total Households (By Household Income)	1,573	1,717	1,543	1,634	1,498	7,960	2019 ACS Reformatted Tables -Block Group Tabulation
Less than \$35,000	23.3%	20.2%	30.0%	21.0%	29.5%	24.6%	
\$35,000 to \$75,000	30.9%	33.5%	27.7%	25.8%	22.2%	28.1%	
\$75,000 to \$150,000	29.5%	32.3%	29.2%	37.0%	21.1%	30.0%	
\$150,000 or more	16.4%	14.1%	13.1%	16.2%	27.1%	17.3%	
Population 25 years and over (By Education Level)	2,987	3,194	2,605	3,055	2,725	14,559	
No High School Diploma	11.9%	11.2%	8.0%	14.7%	16.0%	12.4%	
Diploma, No College Degree	46.3%	47.8%	44.1%	45.8%	41.1%	45.2%	
Any College Degree	41.9%	41.0%	48.0%	39.5%	42.9%	42.5%	
Occupied Housing Units	1,573	1,717	1,543	1,634	1,498	7,960	2019 ACS Reformatted Tables -Tract Tabulation
Owner occupied	63.8%	40.0%	40.8%	42.0%	52.7%	47.7%	
Renter occupied	36.2%	60.0%	59.2%	58.0%	47.3%	52.3%	
Population 5 years and over (By Language Spoken at Home)	3,809	4,071	3,227	4,005	3,563	18,665	
English only	64.7%	68.5%	70.7%	58.4%	65.0%	65.3%	
Spanish	21.9%	17.8%	16.1%	22.1%	19.2%	19.5%	
Asian and Pacific Island languages	10.5%	7.7%	8.4%	8.4%	8.0%	10.0%	
Other Indo-European languages	2.9%	5.9%	4.8%	4.8%	7.8%	5.2%	
Population With Poverty Status Determined (by Poverty Status and Age)	3,942	4,394	3,508	4,353	3,796	19,983	
Income Below Poverty Level Past 12 Months	7.2%	10.7%	7.4%	9.6%	14.4%	9.9%	
Income At or Above Poverty Level Past 12 Months	92.8%	89.3%	92.6%	90.4%	85.6%	90.1%	
Employment Status 16 years and over	3,480	3,488	2,873	3,574	3,057	13,415	
In Labor Force	59.9%	72.0%	68.8%	63.4%	67.6%	65.9%	
Civilian Employment	96.4%	94.5%	96.3%	98.1%	97.3%	96.3%	
Military	0.4%	0.0%	0.0%	0.4%	0.0%	0.2%	
Unemployed	3.2%	5.5%	3.7%	1.5%	2.7%	3.5%	



City of Lomita Draft Map #4 Demographic Profile

Council District	1	2	3	4	5	Total	
Total Population (Pop) 2020 Adjusted	4,060	4,145	4,254	4,306	4,217	20,982	2020 Census State Adjusted Redistricting Data
Deviation	(136)	(51)	58	110	21		
% Deviation	-3.2%	-1.2%	1.4%	2.6%	0.5%	5.9%	
Latino	1,551	1,675	1,350	1,759	1,385	7,720	
White	1,475	1,291	1,656	1,435	1,421	7,278	
Black	130	198	169	186	580	1,263	
American Indian	39	29	47	50	45	210	
Asian	736	836	904	760	629	3,865	
Hawaiian, Pacific Islander	54	35	22	28	22	161	
Other Race	51	37	61	51	67	267	
Multi Minority Race	24	44	45	37	68	218	
Voting Age Population (VAP)	3,340	3,282	3,524	3,480	3,385	17,011	
Latino	1,152	1,206	1,036	1,306	1,000	5,700	
White	1,309	1,104	1,467	1,265	1,301	6,446	
Black	98	175	138	137	368	916	
American Indian	31	27	42	48	39	187	
Asian	642	686	736	641	550	3,255	
Hawaiian, Pacific Islander	48	21	15	21	22	127	
Other Race	44	27	52	38	52	213	
Multi Minority Race	16	36	38	242	53	167	
Citizen Voting Age Population (CVAP)	2,931	2,657	2,617	3,174	2,866	14,245	2020 ACS CVAP Tabulation
Latino	794	784	538	870	999	3,985	
White	1,324	1,160	1,612	1,206	1,383	6,685	
Black	316	31	194	238	91	870	
Asian	461	650	223	769	317	2,420	
All Other	41	31	51	87	80	290	



City of Lomita Draft Map #4 Demographic Profile

Council District	1	2	3	4	5	Total	
Total Households (By Household Income)	1,573	1,717	1,543	1,634	1,498	7,960	2019 ACS Reformatted Tables -Block Group Tabulation
Less than \$35,000	366	346	463	343	442	1,959	
\$35,000 to \$75,000	486	575	425	421	333	2,240	
\$75,000 to \$150,000	464	554	450	605	316	2,388	
\$150,000 or more	256	241	203	265	406	1,373	
Population 25 years and over (By Education Level)	2,987	3,194	2,605	3,055	2,725	14,559	
No High School Diploma	354	358	207	448	435	1,802	
Diploma, No College Degree	1,383	1,526	1,148	1,400	1,121	6,574	
Any College Degree	1,250	1,310	1,250	1,207	1,169	6,182	
Occupied Housing Units	1,573	1,717	1,543	1,634	1,498	7,960	
Owner occupied	1,004	687	629	687	790	3,795	
Renter occupied	569	1,030	914	947	708	4,165	
Population 5 years and over (By Language Spoken at Home)	3,809	4,071	3,227	4,005	3,563	18,665	2019 ACS Reformatted Tables -Tract Tabulation
English only	2,466	2,790	2,282	2,337	2,316	12,185	
Spanish	835	725	520	884	683	3,646	
Asian and Pacific Island languages	398	314	270	562	287	1,861	
Other Indo-European languages	110	242	154	191	278	974	
Population With Poverty Status Determined (by Poverty Status and Age)	3,942	4,394	3,508	4,353	3,796	19,983	
Income Below Poverty Level Past 12 Months	284	471	259	418	545	1,976	
Income At or Above Poverty Level Past 12 Months	3,656	3,922	3,249	3,935	3,251	18,007	
Employment Status 16 years and over	3,480	3,488	2,873	3,574	3,057	13,415	
In Labor Force	2,086	2,512	1,976	2,267	2,067	8,841	
Civilian Employment	2,011	2,374	1,903	2,224	2,011	8,512	
Military	8	-	-	9	-	17	
Unemployed	67	138	73	34	55	312	

First District.

The region bounded and described as follows: Beginning at the point of intersection of Pennsylvania Ave and Lomita Blvd, and proceeding northerly along Pennsylvania Ave to the City Boundary, and proceeding easterly and southerly along the City boundary to Lomita Blvd, and proceeding westerly along Lomita Blvd to Eshelman Ave, and proceeding southerly along Eshelman Ave to 250th St, and proceeding westerly along 250th St to Narbonne Ave, and proceeding northerly along Narbonne Ave to Lomita Blvd, and proceeding westerly along Lomita Blvd to the point of beginning.

Second District.

The region bounded and described as follows: Beginning at the point of intersection of Pennsylvania Ave and 246th Pl, and proceeding northerly along Pennsylvania Ave to Lomita Blvd, and proceeding easterly along Lomita Blvd to Narbonne Ave, and proceeding southerly along Narbonne Ave to Pacific Coast Hwy, and proceeding easterly along Pacific Coast Hwy to Oak St, and proceeding southerly along Oak St to the City boundary, and proceeding westerly along the City boundary to Cypress St, and proceeding northerly along Cypress St to 246th Pl, and proceeding westerly along 246th Pl to the point of beginning.

Third District.

The region bounded and described as follows: Beginning at the point of intersection of the City boundary and Pennsylvania Ave, and proceeding southerly along Pennsylvania Ave to 246th Pl, and proceeding easterly along 246th Pl to Cypress St, and proceeding southerly along Cypress St to the City boundary, and proceeding westerly, northerly, and easterly along the City boundary to the point of beginning.

Fourth District.

The region bounded and described as follows: Beginning at the point of intersection of Narbonne Ave and Pacific Coast Hwy, and proceeding northerly along Narbonne Ave to 250th St, and proceeding easterly along 250th St to Eshelman Ave, and proceeding northerly along Eshelman Ave to Lomita Blvd, and proceeding easterly along Lomita Blvd to the City boundary, and proceeding southerly along the City boundary to W 257th St, and proceeding westerly along W 257th St to Walnut St, and proceeding northerly along Walnut St to 257th St, and proceeding westerly along 257th St to Eshelman Ave, and proceeding southerly along Eshelman Ave to Pacific Coast Hwy, and proceeding westerly along Pacific Coast Hwy to the point of beginning.

Fifth District.

The region bounded and described as follows: Beginning at the point of intersection of the City boundary and Oak St, and proceeding northerly along Oak St to Pacific Coast Hwy, and proceeding easterly along Pacific Coast Hwy to Eshelman Ave, and proceeding northerly along Eshelman Ave to 257th St, and proceeding easterly along 257th St to Walnut St, and proceeding southerly along Walnut St to W 257th St, and proceeding easterly along W 257th St to the City boundary, and proceeding southerly, westerly, and northerly along the City boundary to the point of beginning.



CITY OF LOMITA CITY COUNCIL REPORT

Item No. PH 9b

TO: City Council

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

MEETING DATE: April 18, 2023

SUBJECT: Discussion and Consideration of Ordinance No. 849, an Ordinance of the City Council of the City of Lomita, California Amending Title 2, Chapter 4, Section 2-4.01 of the Lomita Municipal Code Pertaining to City Council Member Compensation; and Finding the Action Exempt from the California Environmental Quality Act

RECOMMENDATION

- 1) After the City Attorney reads the title, introduce on first reading Ordinance No. 849 amending Title 2, Chapter 4, Section 2-4.01 of the Lomita Municipal Code pertaining to City Council member compensation;
- 2) Find the action exempt from CEQA; and
- 3) Direct staff to schedule second reading and adoption of Ordinance No. 849 for the May 2, 2023, Regular City Council Meeting.

ANALYSIS AND OPTIONS

In general Law cities such as Lomita, the salaries of members of the City Council are limited by Government Code Section 36516 (a)(2)(A) at no more than \$300/month; however, Section 36516 (a)(4) explains that the salary of council members may be increased beyond the amount provided in (a)(2)(A) by an ordinance or by an amendment to an ordinance, but the amount of the increase shall not exceed an amount equal to 5 percent for each calendar year from the operative date of the last adjustment of the salary in effect when the ordinance or amendment is enacted.

In addition to this, pursuant to California Government Code section 36516.5, any change to the compensation of a member of the City Council effective may only become effective after the next election. Government Code section 36516.5 states:

“A change in compensation does not apply to a council member during the council member’s term of office. This prohibition shall not prevent the adjustment of the compensation of all members of a council serving staggered terms whenever one

or more members of the city council becomes eligible for a salary increase by virtue of the council member beginning a new term of office.”

Currently, Council Members compensation is set by LMC Article II, Chapter 4, section 2-4.01. The Salary of members of the City Council is currently set at \$390.00 monthly, and has been so since it was last adjusted in 1991 – more than 30 years ago.

During its March 18, 2023 public hearing related to the potential for members of the City Council to be elected by district, the City Council discussed recent difficulties in recruiting members of the community to serve on the City’s boards and commissions, as well as the difficulties and expenses associated with running for and serving on the City Council. There was consensus among the Council Members that these expenses could be a deterrent to potential candidates, and prevent members of the community from seeking election, and the Council directed staff to bring back for discussion and consideration an ordinance amending the municipal code to adjust the salaries of future members of the City Council.

Since it was set in 1991, the salaries of members of the City Council have remained unchanged at \$390.00 monthly. In that same time, the average rate of inflation has increased approximately 2.5% annually. If the salaries of members of the City Council were to be adjusted equivalently, they would currently be approximately \$860.00¹ monthly. It should also be noted that in many agencies, members of the City Council are eligible for paid medical and other benefits, and often are provided a car allowance in lieu of mileage reimbursement. Although the Lomita City Council may elect to participate in the City’s medical and dental programs, the costs of that participation (with the exception of the PEMCHA minimum amount) are to be born entirely by the individual member.

In 2022, the City completed a Classification and Compensation study for its employees. Although members of the City Council were not included in the comparison during that study, using the same comparator agencies, the median salary of members of the City Council was found to be \$647.00/month, not including benefits of any kind.

The proposed ordinance, if adopted, would amend LMC Section 2-4.01 to adjust the salary from \$390.00 (set in 1991) to \$660 per month. This amount reflects the same planned adjustments recently provided to the City’s employees (95% median of comparator agencies plus approved COLAs).

¹ This is below the maximum legal increase allowed under Government Code section 36516 (c) which limits increase to an amount not to exceed an amount equal to 5 percent for each calendar year from the operative date of the last adjustment of the salary in effect when the ordinance or amendment is enacted. Pursuant to an Attorney General opinion, the increase may not be compounded – it is one calculation based on the total number of years, not five percent (5%) applied to the first year and then another five percent (5%) applied to that number. (See Gov. Code, § 36516(a)(4)); 89 Ops.Cal.Atty.Gen. 159 (2006).) Thus, since the City Council’s salary is \$390 per month and there has been no increase in 32 years, an ordinance could be adopted setting the salary at up to \$1,014 per month. ($\$390 + (\$390 \times (32 \times 5\%)) = \$1,014$)

Mileage Reimbursement

The City Council as a whole attend a number of out-of-area meetings on a monthly basis and currently many of them do not submit for mileage reimbursement even though they are eligible to do so. The proposed ordinance amendment would also provide an automobile allowance of \$200 per month. This would have the added benefit of reducing future administrative costs and burdens on both the City Councilmembers themselves as well as the City’s staff in processing such requests.

FISCAL IMPACT

Annual additional fiscal impact going forward would be \$16,200 per year which can be absorbed within the City Manager’s Department budget.

ATTACHMENTS

1. Ordinance No. 849

Prepared by:



Gary Y. Sugano
Assistant City Manager

Approved by:



Ryan Smoot
City Manager

ORDINANCE NO. 849

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, AMENDING TITLE 2, CHAPTER 4, SECTION 2-4.01 OF THE LOMITA MUNICIPAL CODE PERTAINING TO COUNCIL MEMBER COMPENSATION AND FINDING THE ACTION EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

THE CITY COUNCIL OF THE CITY OF LOMITA DOES FIND AND ORDAIN AS FOLLOWS:

SECTION 1. RECITALS

1. The purpose of this ordinance is to update Lomita Municipal Code relating to City Councilmembers compensation.
2. The last adjustment to the City Council monthly salary was over thirty years ago in 1991.
3. The City is in the process of contemplating moving from conducting at-large Council elections to by-district Council elections which would reduce the number of eligible candidates. The proposed modest compensation increase is intended to provide additional incentive for future candidates to file for office.
4. Currently, Councilmembers may submit monthly reimbursement requests for mileage for city-related activities which are processed by the Administrative Services Department.

SECTION 2. MUNICIPAL CODE AMENDMENTS.

Title II, Chapter 4, Section 2-4.01 of the Lomita Municipal Code is hereby amended to read as follows:

Sec. 2-4.01. - Councilmembers compensation and other benefits.

Upon the submission of an itemized account, any Councilmember may be reimbursed for his or her actual and necessary expenses incurred in the performance of official duty. The salary of the mayor and each member of the City Council shall be, and the same is hereby determined fixed and established at the sum of six hundred sixty dollars (\$660.00) per month pursuant to the provisions of the section 36516 of the Government Code of the State of California. In lieu of any mileage or automobile reimbursement, an auto allowance for the mayor and each member of the City Council is hereby determined fixed and established at the sum of two hundred dollars (\$200) per month.

City councilmembers shall be eligible for health and welfare benefits, as such term is defined in Section 53200 of the California Government Code, during their term of office, subject to (1) the terms of any plan of health and welfare benefits adopted by the City, (2) state laws imposing limits on health and welfare benefits for elected officials, and (3) any further rules and regulations adopted by City Council resolution.

SECTION 3. CEQA

This Ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations section 15061(b)(3), since it can be seen with certainty that there is no possibility that this Ordinance would have a significant effect on the environment.

SECTION 4. CERTIFICATION

The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same, or the summary thereof, to be published or posted in the manner required by law. This Ordinance shall not apply to currently serving councilmembers, unless and until they begin a new term in office, in compliance with Government code section 36516.5.

PASSED, APPROVED AND ADOPTED this ____ day of ____, 2023.

Barry Waite, Mayor

ATTEST:

Kathleen Horn Gregory, MMC, City Clerk

APPROVED AS TO FORM:

Trevor Rusin, City Attorney



CITY OF LOMITA CITY COUNCIL REPORT

TO: City Council **Item No. PH 9c**

FROM: Ryan Smoot, City Manager

THROUGH: Brianna Rindge, Community & Economic Development Director

PREPARED BY: Will Lawson, Senior Code Enforcement Officer II

MEETING DATE: April 18, 2023

SUBJECT: 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, and Finding the Action to be Exempt from the California Environmental Quality Act

RECOMMENDATION

- 1) After the City Attorney reads the title, introduce on first reading an ordinance amending Lomita Municipal Code Title VI (Businesses, Professions and Trades), Chapter 8 (Massage Businesses and Practitioners) to clarify language and specify regulations;
- 2) Find the action exempt from the California Environment Quality Act (CEQA); and
- 3) Direct staff to schedule the second reading and adoption of the ordinance.

BACKGROUND

In 2015, City Council adopted Ordinance No. 773 requiring a massage registration certification for any massage-related business within the city. This certification is required prior to approval for a business license. About a year ago, the City implemented its online permitting platform and included business licensing and massage registration certification. As part of this process improvement, it was discovered that no massage businesses within the city maintain the required massage registration certification. As business' licenses come due, the online system alerts applicants that the massage registration certification is required and will be enforced per Lomita Municipal Code.

In 2022, City Council recognized the need for expanded code enforcement efforts and allocated money to a part-time, contract code enforcement officer through 4LEAF, Inc. The officer began on January 30, 2023, but was picked up mid-April as a full-time city employee for another jurisdiction. 4LEAF will be providing a replacement. In the

meantime, Lomita benefits from the efforts of one full-time code enforcement officer (a City employee, not on contract).

ANALYSIS

The services provided by 4LEAF have assisted in providing a cleaner, healthier, and safer environment for our residents. Since the start of services with the part-time contractor, the City has seen increases in key metrics such as case closure (52%), removal of illegal dumping (48%), graffiti removal (20%), and citations issued (13%). Compliance has improved Citywide. At the onset of the enforcement efforts, there were 24 active massage businesses in Lomita. Since then, of those 24 massage businesses: 5 businesses remain open in good standing; 14 businesses did not meet the requirements for approval; and 5 businesses' licenses are due for review this summer.

Based on these metrics and to reduce volatility among other benefits, City staff are exploring the possibility of proposing an additional Code Enforcement position (part time or otherwise) as part of upcoming budget discussions.

At this time, staff recommends an update to 2015 massage ordinance at the recommendation of the California Massage Therapy Council Director of Governmental Affairs and Human Trafficking. The revisions will assist in more effective and efficient enforcement while also providing more clarity to those businesses operating within the City's guidelines. The draft ordinance (Attachment 1) makes the following updates to the existing massage ordinance, Chapter 8 ("Massage Businesses and Practitioners" of "Title VI ("Businesses, Professions and Trades") of the Lomita Municipal Code. Attachment 2 displays these changes as redlines to the existing ordinance and explains further reasoning for the clarification or update, but a summary of the key amendments is provided below:

- Treats establishments with a denied application for certification the same as those with a revoked certification (existing code is inconsistent);
- Clarifies who is considered an employee;
- Provides that an appellant may bring a translator to an appeal hearing;
- Requires self-closing doors on all dressing rooms;
- Requires a massage-specific table or chair to be used for all massage therapy;
- Prohibits alcoholic beverages;
- Ensures compliance with all applicable building, fire, and health code regulations;
- Prevents the storage of sexual paraphernalia and contraceptives;
- Clearly prohibits any massage businesses from being used as a habitable dwelling;
- Specifies that the original, valid CAMTC Certificate and a passport-size photo identification of every massage practitioner shall remain on display;

- Prohibits the storage of transparent or intimate clothing or garments;
- Allows a caretaker to be present during the massage of an individual who is elderly, disabled, or a minor;
- Defines and prohibits the act or solicitation of prostitution;
- Requires arrest, resignation, or termination of any employee to be reported to the City within 3 days; and
- Requires signage for closed businesses to be removed within 15 days of notification.

CEQA

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).)

PUBLIC NOTICE

Notice of this hearing was published in the Daily Breeze Newspaper on March 24, 2023, and posted at City Hall and Lomita Park.

OPTIONS

1. Introduce the ordinance on first reading and schedule the second reading for May 2, 2023.
2. Introduce the ordinance on first reading with amendments and schedule the second reading for May 2, 2023.
3. Provide further direction.

ATTACHMENTS

1. Proposed ordinance
2. Redlined version

Reviewed by:

Gary Sugano

Gary Y. Sugano
Assistant City Manager

Reviewed by:

Brianna Rindge

Brianna Rindge, AICP
Community & Economic Development Director

Approved by:

Ryan Smoot

Ryan Smoot
City Manager

Prepared by:

Will Lawson

Will Lawson
Senior Code Enforcement Officer

ORDINANCE NO. 850

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, APPROVING AN AMENDMENT TO AN ORDINANCE TO AMEND LOMITA MUNICIPAL CODE TITLE VI (BUSINESSES, PROFESSIONS AND TRADES), CHAPTER 8 (MESSAGE BUSINESSES AND PRACTITIONERS) TO CLARIFY LANGUAGE AND SPECIFY REGULATIONS, AND FINDING THE ACTION TO BE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT AND FINDING THE ACTION TO BE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

Section 1. Recitals

A. In 2002, the City of Lomita established regulations pertaining to massage establishments and technicians (Ordinance No. 648); the City later amended the ordinance in 2007 (Ordinance No. 699), 2009 (Ordinance No. 725), 2013 (Ordinance No. 760), and 2015 (Ordinance No. 773);

B. There is a significant risk of health, safety, and welfare to massage clients by persons improperly trained and/or educated in providing massage services;

C. The City Council desires to amend Chapter 8 of the Lomita Municipal Code to clarify reasonable standards for issuance of permits and restrictions on operations that would serve to reduce the risk of illegal activity and would thereby benefit the public health, safety, and welfare of the residents of the City;

D. The requirements contained in this chapter are intended to be in addition to the requirement of a valid business license issued pursuant to Title VI, Chapter 2 of the Lomita Municipal Code;

E. On April 18, 2023, the City Council considered an amendment to Lomita Municipal Code Title VI (Businesses, Professions and Trades), Chapter 8 (Massage Businesses and Practitioners) to Clarify Language And Specify Regulations, and held a duly noticed public hearing and accepted testimony in regard to the same.

Section 2. 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 3. Code Amendment

Based on the foregoing, the City Council hereby approves of the following amendments to Chapter 8 (“Massage Businesses and Practitioners”) of Title VI (“Businesses, Professions and Trades”) of the Lomita Municipal Code:

“CHAPTER 8. - MASSAGE BUSINESSES AND PRACTITIONERS

Sec. 6-8.01. Applicability of chapter.

Except as otherwise provided, all of the provisions of this chapter shall be applicable to all massage businesses and all massage practitioners operating within the City of Lomita. This chapter shall not be construed in a manner that is inconsistent with any state law governing the practice of massage.

Sec. 6-8.02. Definitions.

As used in this chapter:

Ancillary massage services means those services where less than twenty (20) percent of the gross floor area of the business is devoted to massage.

California Massage Therapy Council or *CAMTC* means the massage therapy organization formed pursuant to Business and Professions Code Sections 4600 et seq.

Certified massage practitioner means any individual certified by the California Massage Therapy Council (CAMTC) as a certified massage therapist, certified massage practitioner, or conditionally certified massage practitioner pursuant to California Business and Professions Code Sections 4600 et seq.

City means the City of Lomita, California.

City manager means the city manager of the City of Lomita or designee.

City registration certificate or *registration certificate* or *registration* means a certificate issued by the city to a massage business to practice massage for compensation pursuant to this title and this chapter.

Client means the customer or patron who pays for or receives massage services.

Community development director or *director* means the community development director of the City of Lomita or designee.

Compensation means the payment, loan, advance, donation, contribution, deposit, exchange, or gift of money or anything of value.

Day means calendar day, unless otherwise specifically expressed.

Disqualifying conduct means any of the following:

- (a) Within five (5) years immediately preceding the date the city registration application was filed, or any time thereafter, the person has committed or been convicted in a court of competent jurisdiction of the commission of or any attempt to commit, directly or indirectly, or assisting in or abetting the commission of, or conspiring to commit:
 - (1) A violation of any provision of law pursuant to which a person is required to register under the provisions of California Penal Code section 290;
 - (2) Any violation of California Penal Code sections 266, 266a, 266e, 266f, 266g, 266h, 266i, 266j, 314, 315, 316, 318, 653.22, 653.23 or subsections (a), (b) or (d) of section 647;
 - (3) Any other crime involving dishonesty, fraud, deceit, or moral turpitude;
 - (4) A violation of California Penal Code section 415, 602, or any lesser included or related offense, in satisfaction of, or as a substitute for, any of the crimes previously listed in subsections (1) through (3) above;
 - (5) Any crime committed while engaged in the management or ownership of a massage business or the practice of massage;
 - (6) A violation of California Health and Safety Code sections 11054, 11055, 11056, 11057, or 11058; or
 - (7) Any offense in another state or territory of the United States which is the equivalent of any of the above offenses.
- (b) Within five (5) years of the date immediately preceding the date the application was filed, or any time thereafter, any applicant or employee whose city registration certificate, CAMTC certification, or trainee registration certificate or permit, which was issued by the State of California or any county or city has been denied, suspended, or revoked for good cause;
- (c) Committing or maintaining a nuisance pursuant to California Penal Code sections 11225 through 11235, and/or Health and Safety Code sections 11570 et seq., for which a permanent injunction was issued, or committing a violation of any similar provisions of law in another state or territory of the United States; or
- (d) Committing a violation of any provision of this chapter provided that the applicant received timely notice of the violation.

Employee means any person hired by a massage business or owner who renders any service for the business/owner in exchange for any form of compensation from the business, including independent contractors.

Hearing officer means the administrative hearing officer appointed by the city manager to conduct an administrative hearing pursuant to this chapter.

Manager means the person(s) designated by the massage business owner to act as the representative and agent of the owner in managing day-to-day operations with corresponding responsibilities. The term "manager" may also include an owner.

Massage or massage therapy means the skillful application of touch, including but not limited to, pressure, stroking, kneading, compression on or movement of the external surfaces of the body to produce increased awareness, relaxation, pain relief, injury rehabilitation, or neuromuscular re-education. Examples of massage include but are not limited to Swedish massage, sports massage, shiatsu, polarity therapy, rolfing, heller work and reflexology.

Massage business or business means any business that offers massage therapy in exchange for compensation. Any business that offers any combination of massage therapy and bath facilities - including, but not limited to, showers, baths, wet and dry heat rooms, pools and hot tubs - shall be deemed a massage business under this chapter. The term "massage business" includes a certified massage practitioner who is the sole owner, operator and employee of a massage business operating as a sole proprietorship. For purposes of this chapter, "massage business" shall include, without limitation, the advertising and soliciting of massages, and includes, but is not limited to, a certified massage practitioner who is the sole owner, operator and employee of a massage business operating as a sole proprietorship, as well as a massage business which employs massage practitioners.

Massage business owner or owner means any of the following persons:

- (a) Any person who is a general partner of a general or limited partnership that owns a massage business.
- (b) Any person who has a five (5) percent or greater ownership interest in a corporation that owns a massage business.
- (c) Any person who is a member of a limited liability company that owns a massage business.
- (d) Any person who has a five (5) percent or greater ownership interest in any other type of business association that owns a massage business.

Massage practitioner or practitioner means any person who administers massage to another person, for any form of consideration (whether for the massage, as part of other services or a product, or otherwise).

Reception area means an area immediately inside the front door of the massage business dedicated to the reception and waiting of clients of the massage business and visitors, and which is not a massage therapy room or otherwise used for the provision of massage therapy services.

Registration certificate holder means the applicant named on the application for a registration certificate and all massage business owners.

Rent-space massage therapist or rent-space therapist means a person who practices massage at a massage business but is not an employee of the business.

Sole proprietorship means and includes any legal form of business organization where the business owner (sometimes referred to as the "sole proprietor") is the only person employed by that business to provide massage services.

Visitor means any person who enters a massage business and who is neither a client, owner, manager, nor employee of the business.

Sec. 6-8.03. Exemptions.

The provisions of this chapter shall not apply to the following classes of individuals or businesses while engaged in the performance of their duties:

- (a) Complete exemption. The requirements of this chapter shall not apply to the following individuals:
 - (1) Physicians, surgeons, chiropractors, osteopaths, nurses or any physical therapists who are duly licensed to practice their respective professions in the State of California and persons working directly under the supervision of or at the direction of the licensed persons, working at the same location as the licensed person, and administering massage services subject to review or oversight by the licensed person.
 - (2) Barbers and beauticians who are duly licensed under the laws of the State of California while engaging in practices within the scope of their licenses, except that this exemption shall only apply if the massaging of the neck, face and/or scalp, hands or feet of the clients is ancillary to the primary service being provided by the barber or beautician.
 - (3) Hospitals, nursing homes, mental health facilities, or any other health facilities duly licensed by the State of California, and employees of these licensed institutions, while acting within the scope of their employment.
 - (4) Accredited high schools, junior colleges, and colleges or universities whose coaches and trainers are acting within the scope of their employment.
 - (5) Any other business or profession exempt from the provisions of this chapter by state law.
- (b) Limited exemption. In addition to any other applicable provisions of this chapter, businesses that offer ancillary massage services shall only be required to comply with the provisions set forth in this section for the massage portion of the business. The business shall comply with the following provisions:
 - (1) Massage services must be performed by a certified massage practitioner;
 - (2) Subsection 6-8.05(f) related to facility requirements as they pertain to the portion of business that is utilized for massage;
 - (3) Subsection 6-8.05(g) related to operational requirements; and
 - (4) Section 6-8.13 related to inspections.

- (c) Any person claiming exception under this section shall furnish satisfactory evidence to the city manager upon request that he or she is entitled to the exemption, including, proof of bona fide employment or, if applicable, a citation to the particular provision of state law upon which that person relies.

Sec. 6-8.04. Requirements for individuals practicing massage.

It shall be unlawful for any individual to practice massage therapy for compensation as a sole practitioner or employee of a massage business or in any capacity within the city unless that individual is a certified massage practitioner.

Sec. 6-8.05. Requirements for massage businesses.

- (a) It shall be unlawful for any massage business to provide massage services unless all of the following requirements are met:
 - (1) All of the individuals employed by the massage business to perform massage are certified massage practitioners;
 - (2) The business has a valid city business license under this title; and
 - (3) The business has a valid city registration certificate under this chapter.
 - a. Submission of an application for a registration certificate does not authorize the operation of a massage establishment unless and until such registration certificate has been granted by the city.
- (b) Application for city registration certificate. The application for new and renewal city registration certificates shall include the following information, without limitation, and an application fee in an amount established by city council resolution:
 - (1) The legal name, address and telephone number of the massage business.
 - (2) A floor plan indicating how the use is proposed to be conducted within the premises, a list of services to be provided, and a description of any other business operated on the same premises.
 - (3) Legal names of all owners of the massage business and the names of all managers.
 - (4) Home address and telephone number and business address and telephone number of all owners of the massage business, and any previous home addresses for a period of five (5) years immediately prior to the date of the application and the dates of residence at each.
 - (5) For all owners, a valid and current drivers' license and/or photo identification issued by a state or federal governmental agency, or other photographic identification bearing a bona fide seal by a foreign government.
 - (6) The form of business under which the massage business will be operating (i.e. corporation, general or limited partnership, limited liability company, or other form).

- (7) For all owners, a signed statement that all of the information contained in the application is true and correct; that all owners shall be responsible for the conduct of the business's employees or independent contractors providing massage services; and acknowledging that failure to comply with the California Business and Professions Code Section 4600 et seq., any local, state, or federal law, or the provisions of this chapter may result in denial or revocation of the business's city registration certificate.
- (8) The massage license and registration history of all of the owners, including whether the owner has operated any massage business or similar business or occupation within any other county, city, or state; and whether or not the applicant, in previously operating a massage business, has had the license or registration certificate revoked, suspended, or denied. In the case of revocation, suspension, or denial, the owner shall also include within the form the reason(s) therefor, and any employment obtained subsequent to any revocation, suspension, or denial.
- (9) The employment history of each owner for five (5) years preceding the date of the application, the inclusive dates of the employment history, and the name and address of any massage business or similar business owned by the individual, whether inside or outside the city. Employment history shall also include whether the owner, including a corporation or partnership, or a former employer of the applicant while so employed, was ever subjected to an abatement proceeding under California Penal Code sections 11225 through 11235, or any similar provisions of law in a jurisdiction outside the state.
- (10) For each owner of the massage business that is a certified massage practitioner, a copy of that person's current certification from the California Massage Therapy Council as a certified massage practitioner or certified massage therapist,, and copy of that person's CAMTC-issued identification card.
- (11) For each owner that is not CAMTC certified, current fingerprints taken by the Los Angeles County Sheriff's Department or a certified and approved California Live Scan Fingerprinting Center for the purpose of conducting a background check on behalf of the city, to determine the criminal history of the applicant, including whether the applicant has been convicted of any felony, misdemeanor, infraction, or municipal code violation, or has been held liable for any administrative or civil action, for an act that is substantially related to the practice of massage or disqualifying conduct.
- (12) The name of each person the massage business employs or retains to perform massage therapy for compensation. For each person the massage business does or will employ or retain to perform massage therapy for compensation, a copy of that person's current certification from the California Massage Therapy Council as a certified massage practitioner, certified massage therapist, or conditionally certified massage practitioner

and a copy of that person's CAMTC-issued identification card for each certified massage practitioner.

- (13) The name and address of the owner of the real property upon, in, or from which the massage business is to be operated. In the event the applicant or owner is not the legal owner of the property, the application shall be accompanied by a copy of any written lease between the massage business and the property owner authorizing use of the premises for a massage business, or, alternatively, if there is no written lease, then a written, notarized acknowledgement from the property owner that the property owner has been advised that a massage business will be operated by the applicant upon, in, or from the property owner's property.
 - (14) Proof of current and valid workers' compensation insurance from an insurer authorized to do business in California, in an amount as required by law.
 - (15) Authorization for the city, its employees and agents to seek information and conduct an investigation into the truth of the statements set forth in the application and the qualifications of the applicant for the registration certificate.
 - (16) The name of the individual to receive notices on behalf of the business.
 - (17) Any other identification and information necessary to discover the truth of the matters required to be set in the application.
- (c) Any changes to the application information during the period the city is reviewing the application shall be immediately reported to the city. Failure to report these changes shall result in denial of application.
- (d) Approval or denial of city registration certificate and massage business registration certificate renewals.
- (1) Within thirty (30) days following receipt of a completed application, the community development director shall either issue the registration certificate or mail a written statement of the reasons for denial as set forth below. The director shall deny a registration certificate to the applicant where any of the following conditions exist:
 - a. The applicant or any owner has procured or attempted to procure a registration certificate or other license by fraud, misrepresentation or material misstatement;
 - b. The applicant or any owner is a person who, as established by clear and convincing evidence, has engaged in disqualifying conduct as defined in this chapter within five (5) years immediately preceding the date of filing of the application;
 - c. The massage business, as proposed by the applicant, if permitted, would not comply or has not complied with all the applicable laws, including, but not limited to, all the city's building, fire, zoning, and health regulations;

- d. The applicant or any owner has violated any provision of this chapter, or any similar ordinance, law, rule, or regulation of any other public agency which regulates the operation of massage businesses;
 - e. The applicant is less than eighteen (18) years of age;
 - f. The application is incomplete, and the required supplementary documents were not submitted within twenty (20) days of a request for these documents by the community development director;
 - g. The applicant or any owner has been denied for good cause a business registration certificate or license; has had their registration certificate or registration revoked, suspended, or restricted for good cause; has been proven to have violated any ordinance related to the practice of massage; or has had any other disciplinary action taken for good cause against them by another city, state, county or territory of the United States, or by any other government agency; or
 - h. The applicant or any owner is indebted to the city for any unpaid fee or fine.
- (2) If prosecution is pending against the applicant or any owner for either conduct violating this chapter's provisions or conduct violating Business and Professions Code section 4600 et seq., the director may postpone the decision on the application until the prosecution's final resolution. As used in this subsection, prosecution means charges filed by the district attorney, administrative proceedings brought by a local government or agency, or a civil or criminal action maintained by the Lomita City Attorney or prosecution attorney.
- (e) Decision and appealing the denial of city registration certificate and city registration certificate renewals.
- (1) Upon determining that grounds for denial exist, the community development director shall furnish written notice of the denial to the applicant. The notice shall summarize the principal reasons for the denial, shall state that the applicant may request an appeal hearing within fifteen (15) days of the postmarked date on the notice, and shall be delivered by mail to the applicant as that name and address appear on the application. Within fifteen (15) days after the mailing of the notice, the applicant may file a request for an appeal hearing with the city clerk. An application for an appeal must include a general statement specifying the basis for the appeal and the specific aspect of the decision being appealed. An appeal must be accompanied by supporting evidence substantiating the basis for the appeal. The scope of the appeal hearing pursuant to this section shall be limited to those issues raised by the appellant in the written appeal statement.
 - (2) Upon receipt of a timely filed appeal and payment of the appropriate fee, the city clerk shall set the matter for hearing before the hearing officer. The hearing shall be held not fewer than ten (10) days nor more than thirty (30)

days from the date of the appeal request. The hearing may be continued upon the mutual consent of the parties. The appellant may bring a translator or interpreter to the hearing at their sole expense.

- (3) The appellant shall be provided with notice of the time and place of the appeal hearing, as well as a copy of all relevant materials at least seven (7) days prior to the hearing.
 - (4) At the time of the hearing, the hearing officer shall review the records and files relating to the decision.
 - (5) The hearing officer shall permit any interested person to present any relevant evidence bearing on the issues involved in the matter.
 - (6) In conducting the hearing, technical rules relating to evidence and witnesses shall not apply. Any relevant evidence may be admitted if it is material and if it is evidence customarily relied upon by responsible persons in the conduct of their affairs regardless of the existence of any common law or statutory rule which might make admission of the evidence improper over objection in civil actions. Hearsay evidence may be admissible if it is the sort upon which reasonable persons are accustomed to rely in the conduct of serious affairs. The rules of privilege shall be applicable to the extent they are permitted in civil actions.
 - (7) The appellant shall have the burden of proving that he or she meets the requirements for issuing the certificate in the first instance; the city shall have the burden in proving that grounds exist for denying, revoking, suspending, conditioning or failing to renew a registration.
 - (8) Based upon the evidence presented at the hearing, the hearing officer shall determine whether the director's decision should be affirmed, modified or reversed. The hearing officer's decision is final.
 - (9) The hearing officer's decision shall be communicated in writing to the appellant within seven (7) days after the close of the hearing and submission of the matter to the hearing officer for decision.
 - (10) The decision of the hearing officer shall include notice that the decision is final and is subject to judicial review pursuant to California Civil Procedure Code section 1094.5, and that any action filed in the superior court shall be filed within the time period provided by law.
- (f) Facilities prerequisite to registration certificate issuance. A registration certificate shall not be issued pursuant to this chapter unless an inspection reveals that the business complies with each of the following minimum requirements of this chapter and title XI of this Code:
- (1) Facility requirements.
 - a. No massage or massage services shall be given in a business, or premises registered pursuant to this chapter, in any room or space enclosed or divided by walls and fitted with a door capable of being locked from the inside. This section shall not apply to the business's

external doors and shall not operate to prohibit a massage business from locking its external doors if the business is a business entity owned by one (1) individual with one (1) or no employees or independent contractors.

- b. A list of services available and the cost of the services shall be posted in an open and conspicuous public place on the premises. The services shall be described in English and any other languages that the business chooses. Only services on the posted list shall be performed.
- c. Minimum lighting consisting of at least one (1) artificial light of not less than forty (40) watts shall be provided and shall be operating in each room or enclosure where massage services are being performed on clients, and in all areas where clients are present.
- d. Massage businesses shall at all times be equipped with an adequate supply of clean sanitary towels, coverings, and linens. Clean towels, coverings, and linens shall be stored in enclosed cabinets. Towels and linens shall not be used on more than one (1) client, unless they have first been laundered and disinfected. Disposable towels and coverings shall not be used on more than one (1) client. Soiled linens and paper towels shall be deposited in separate, approved receptacles.
- e. All walls, ceilings, floors, pools, showers, bathtubs, steam rooms, and all other physical facilities shall be in good repair and maintained in a clean and sanitary condition.
- f. Adequate bathing, dressing, locker, and toilet facilities shall be provided for clients. A minimum of one (1) tub or shower; one (1) dressing room separate from all other rooms with a self-closing door, containing a separate locker for each client to be served, which locker shall be capable of being locked; as well as a minimum of one (1) toilet and washbasin, shall be provided in every massage business; provided, however, that if male and female clients are to be served simultaneously at the business, separate bathing, massage room(s), dressing room(s), and toilet facilities shall be provided for male and female clients. This requirement may be modified upon approval of the city manager if the services provided, or site plan do not necessitate some or all of these facilities.
- g. A minimum of one (1) wash basin for employees shall be provided at all times. The basin shall be located within or as close as practicable to the area devoted to performing massage services. Sanitary towels shall also be provided at each basin. Hot and cold running water shall be provided at all times.
- h. In the reception area, in letters that are a minimum of one (1) inch in height, a notice in English (and any other language that the business chooses) that provides substantially as follows:

“THIS MASSAGE BUSINESS AND THE MASSAGE ROOMS DO NOT PROVIDE COMPLETE PRIVACY AND ARE SUBJECT TO INSPECTION BY CITY AND HEALTH OFFICIALS WITHOUT PRIOR NOTICE”

- i. No room or space enclosed or divided by walls and fitted with a door where massage or massage services are performed shall be equipped with any electronic, mechanical, or artificial device used or capable of being used, for the recording or videotaping of visual images and/or sound.
- j. Wet and dry heat rooms, steam or vapor rooms or cabinets, toilet rooms, shower and bathrooms, tanning booths, whirlpool baths and pools shall be thoroughly cleaned and disinfected as needed or required.
- k. Standard or portable massage tables shall be used with a durable, washable plastic or other waterproof material as a covering. The tables shall be sanitized after each use. A massage table or professional massage chair specifically designed for seated massage shall be used for all massage therapy, with the exception of “Thai,” “Shiatsu,” and similar forms of massage therapy, which may be provided on a padded mat on the floor, provided the patron is fully attired in loose clothing, pajamas, scrubs, or similar style of garment. Massage tables shall have a minimum height of eighteen (18) inches.
- l. A massage business shall operate only under the name specified in its city registration certificate.
- m. No massage business located in a building or structure with exterior windows fronting a public street, highway, walkway, or parking area shall block visibility into the interior reception and waiting area through the use of curtains, closed blinds, tints, or any other material that obstructs, blurs, or unreasonably darkens the view into the premises.
- n. No person shall store alcoholic beverages in massage work areas.
- o. No person shall distribute or consume any alcoholic beverages and/or controlled substances on licensed premises.
- p. All massage establishments shall continuously comply with all applicable building, fire, and health ordinances and regulations.
- q. Sexual paraphernalia, condoms, or any form of contraceptive shall not be stored on the licensed premises.
- r. Beds, floor mattresses, and waterbeds are not permitted on the premises of the massage establishment, and no massage establishment shall be used for residential or sleeping purposes, which may be shown by circumstantial evidence such as the presence of bedding, pillows, sleeping bags, suitcases, clothing, toiletries or other personal belongings, cooking appliances, utensils, or food in excess of a business establishment’s normal requirements.

(g) Operating requirements.

- (1) Massage may be provided only between the hours of 7:00 a.m. and 9:00 p.m. No massage business shall be open, and no massage services shall be provided between 9:00 p.m. and 7:00 a.m. A massage commenced prior to 9:00 p.m. shall nevertheless terminate at 9:00 p.m., and all clients shall exit the premises at that time. It is the obligation of the massage business to inform clients of the requirement that services must cease at 9:00 p.m.
- (2) The owner and manager of a massage business shall be responsible for displaying the city registration certificate and the original, valid CAMTC certificate of each and every massage practitioner employed in the business in an open and conspicuous place on the premises. Passport-size photographs of the certificate holder shall be affixed to the respective certificate on display pursuant to this section. The CAMTC photo identification shall remain on the premises while the massage therapist is on the premises.
- (3) For each massage service provided, every massage business shall keep a complete and legible written record of the following information:
 - a. The date and hour that service was provided;
 - b. The service received;
 - c. The name or initials of the employee entering the information; and
 - d. The name of the employee administering the service.

The records shall be open to inspection and copying by the Los Angeles County Sheriff's Department, or other city officials charged with enforcement of this chapter. These records may not be used by any massage business owner or employee for any purpose other than as records of service provided and may not be provided to other parties by any person unless otherwise required by law. The records shall be retained on the premises of the massage business for a period of two (2) years.

- (4) All massage business owners and their employees shall wear clean outer garments. The garments shall not include any of the following:
 - a. Attire that is transparent or see-through, or substantially exposes the employee's undergarments;
 - b. Swim attire, if not providing a water-based massage modality accepted by the California Massage Therapy Council;
 - c. Attire that exposes the employee's genitals, pubic areas, buttocks, or breasts;
 - d. Attire worn in a manner that constitutes a violation of California Penal Code section 314;

- e. Attire worn in a manner that is otherwise deemed by the California Massage Therapy Council to constitute unprofessional attire based on the custom and practice of the profession in California;
 - f. Provocative, transparent, or intimate apparel shall not be stored on the licensed premises.
- (5) At all times during the massage, the client's genitals shall be fully covered and contact shall not be made with the genitals.
 - (6) The premises' exterior doors and the doors separating the waiting or reception area from the remainder of the premises shall remain unlocked during business hours (including electronic locking devices) or when clients are present. External doors may only be locked during business hours if the massage business is a business entity owned by one (1) individual with one (1) or no employees or independent contractors who are not employees of the business and there is no staff available to assure security for clients and massage staff behind closed doors.
 - (7) During hours of operation, no person other than the listed manager on duty, an employee, or a client shall be allowed beyond the reception area of the massage business.
 - (8) Clients and visitors shall only be permitted in the massage business during the hours of operation.
 - (9) Visitors shall only be permitted in the reception area of the massage business; however the following exceptions may apply:
 - a. The parent or guardian of a patron who is a minor may be present in the massage therapy room with that minor;
 - b. The minor of a patron may be present in the massage therapy room with the patron when necessary for the supervision of the minor; and
 - c. The conservator, aid, or other caretaker of a patron who is elderly or disabled may be present in the massage therapy room with that elderly or disabled person.
 - (10) Clients shall only be permitted in massage treatment areas if at least one (1) massage practitioner is on the premises.
 - (11) The massage business shall be supervised, during all hours of operation, by a manager specified in the city's registration application. The manager shall wear a badge with the manager's name and it should clearly state the word "manager" on the badge. The name of the manager on duty shall be posted in a conspicuous place within the reception area daily.
 - (12) The owner and manager shall maintain a register of all owners, operators and managing employees of the massage establishment, all massage professionals, and other persons employed or retained by the massage establishment. The employee register shall be maintained on the premises for a minimum period of two (2) years following an employee's termination.

The owner and manager shall make the employee register immediately available for inspection upon demand by a representative of the Los Angeles County Sheriff's Department or the city at all reasonable times. The employee register shall include, but not be limited to the following information:

- a. The individual's name, nicknames, and/or aliases.
 - b. A good quality color photocopy of a lawfully issued CAMTC certificate for each employee and rent-space therapist that provides massage services.
 - c. The individual's home address and relevant phone numbers (including but not limited to home and cellular numbers).
 - d. The individual's age, date of birth, gender, height, weight, color of hair and eyes.
 - e. The date of employment and termination, if applicable, or, in the case of a rent-space therapist, the start and end dates of the lease agreement, as well as a copy of the agreement for all employees.
 - f. The duties of each employee.
- (13) While the city registration is in effect and at all times during operation, the massage business shall fully maintain current and valid workers' compensation insurance as required by law. Proof of insurance shall be maintained on the premises at all times.
- (14) The massage business shall apply to the city for an amended city registration certificate within twenty (20) days after the occurrence of any circumstance which changes the registration information initially provided to the city pursuant to section 6-8.05, including, but not limited to the termination of certified massage practitioners. There shall be no charge for an amended registration certificate unless the director determines that the changes are substantial, and a new certificate is required.
- (h) A city registration certificate issued pursuant to the terms of this chapter shall be valid for a term of one (1) year from the date of issuance and, unless suspended or revoked, may be renewed annually upon application by the massage business owner so long as the massage business is operating within the city. No registration certificate shall confer any vested right to any person or business for more than the registration period.

Sec. 6-8.06. Violations.

- (a) In addition to any other remedy available under the law, violations of this chapter are subject to the administrative citations and penalties provisions in title 1, chapter 5 of this Code. Notwithstanding anything to the contrary in the city's penalty schedule for administrative fines (as adopted by city council resolution), the fine amounts for violations of this chapter shall be five hundred dollars (\$500.00) for the first violation, seven hundred fifty dollars (\$750.00) for a second

violation and, one thousand dollars (\$1,000.00) for each additional violation of the same provision within one year of the first violation.

- (b) *Prostitution*. It shall be unlawful for any owner, manager, massage practitioner, or any employee or agent to knowingly harbor, admit, receive, or permit to be or remain in or about such premises any prostitute or any person under the influence of any narcotic or dangerous drug or to perform or allow to be performed any act, massage, or manipulation in which contact is made with another's genital areas either by hand, body, or by any mechanical device or object, whether it is covered or uncovered; clothed or unclothed, in whole or in part.

Sec. 6-8.07. City registration certificate suspension or revocation.

- (a) In addition to any other remedy available to the city under this Code or state law, any registration certificate may be suspended or revoked by the director where it is found by substantial evidence that any of the following have occurred:
- (1) The registration certificate holder and/or agent has violated any provision of this chapter or the grounds for denial of the registration certificate exist;
 - (2) The registration certificate holder and/or agent is a person who has engaged in disqualifying conduct as defined in this chapter;
 - (3) The registration certificate holder and/or agent has failed to comply with one (1) or more of the facilities and operations requirements of this chapter;
 - (4) The registration certificate holder and/or agent has engaged in fraud, misrepresentation, or false statement in conducting the massage business;
 - (5) The registration certificate holder and/or agent has continued to operate the massage business after the city registration certificate or registration has been suspended; or
 - (6) The registration certificate holder and/or agent has failed to apply with the city for an amended city registration certificate within twenty (20) days after the occurrence of any circumstance which substantially changes the registration information initially provided to the city pursuant to section 6-8.05, including, but not limited to the termination of certified massage practitioners; or
 - (7) Massage treatments have been performed on the premises of the massage business, with or without the registration certificate holder's actual knowledge, by any person who:
 - a. Does not have a valid CAMTC certification; or
 - b. As established by clear and convincing evidence, has engaged in conduct or has been convicted of the offenses described as disqualifying conduct.

Sec. 6-8.08. Hearing on revocation or suspension of city registration certificate.

- (a) Upon determining that grounds for revocation or suspension exist, as set forth in section 6-8.07, the community development director shall furnish written notice of the proposed revocation or suspension to the registration certificate holder. The notice shall summarize the principal reasons for the proposed revocation or suspension, shall state that the registration certificate holder may request a hearing within fifteen (15) days of the postmarked date on the notice, and shall be delivered by mailing the notice to the location of the massage business (and the person designated for service on the certificate, if different) and the property owner. Within fifteen (15) days after the mailing of the notice, the registration certificate holder may file a request for a hearing with the community development director. If the request for a hearing is timely filed and the appropriate fee is paid, the community development director shall schedule the suspension/revocation hearing.
- (b) Upon timely receipt of a written request for a hearing, the community development director shall conduct a hearing within forty-five (45) days of the filing of the request. The hearing may be continued upon the mutual consent of the parties. Notice of time and place of the hearing shall be given to the registration certificate holder by mailing the notice to the location of the massage business (and the person designated for service on the certificate, if different) and the property owner at least fifteen (15) days in advance of the date set for the hearing. At the hearing, the director shall permit any interested person to present any relevant evidence bearing on the issues involved in the matter. In conducting the hearing, technical rules relating to evidence and witnesses shall not apply. Any relevant evidence may be admitted if it is material and if it is evidence customarily relied upon by responsible persons in the conduct of their affairs regardless of the existence of any common law or statutory rule which might make admission of the evidence improper over objection in civil actions. Hearsay evidence may be admissible if it is the sort upon which reasonable persons are accustomed to rely in the conduct of serious affairs. The rules of privilege shall be applicable to the extent they are permitted in civil actions.
- (c) At the conclusion of the hearing, the community development director shall have fifteen (15) days to decide whether the grounds for revocation or suspension exist and shall submit a written report with its conclusions. If the community development director determines that any grounds for revocation or suspension exist, as provided in section 6-8.07 of this chapter, the director shall revoke or suspend the registration certificate. A copy of the decision shall be mailed to the massage business and to the person designated for service on the certificate, if different, and the property owner. The resolution shall provide notice of the right to appeal the decision. Within fifteen (15) days after the mailing of the notice, the registration certificate holder may file a request for an appeal hearing with the city clerk. An application for an appeal must include a general statement specifying the basis for the appeal and the specific issue of the decision being appealed. An appeal must be accompanied by supporting evidence substantiating the basis for the appeal and the appropriate fee for an appeal

hearing. The scope of the appeal hearing pursuant to this section shall be limited to those issues raised by the appellant in the written appeal statement.

- (d) If a timely appeal is filed, the effect of the community development director's decision will be stayed pending the hearing officer's resolution of the matter unless the community development director specifically finds that the public health and safety is endangered.
- (e) The appeal hearing before the hearing officer shall be conducted as described above for appeal hearings in [subsections] 6-8.05(e)(2)—(10). Notice of the appeal hearing and decision shall also be mailed to the property owner.
- (f) Upon revocation of a city registration certificate, the massage business shall immediately cease operation and surrender the registration certificate, and, if so ordered by the community development director, no other massage business shall be permitted to operate at that location by any person for a period of one (1) year. If the operator is not also the legal owner of the real property on which the massage business is situated, notice of the revocation and the period of prohibition shall be provided by the community development director to the property owner.

Sec. 6-8.09. Conditions of approval.

The director or hearing officer may condition any city registration certificate if they find that grounds for denial or revocation of a registration certificate exist.

Sec. 6-8.10. Hearing fees.

All hearings held as provided in this chapter may be subject to a filing fee in an amount established by the city council resolution.

Sec. 6-8.11. Reapplication after denial or revocation.

- (a) An applicant for a city registration certificate under this chapter whose application for registration has been denied or revoked may not reapply for registration for a period of one (1) year from the date of the denial. However, a reapplication prior to the termination of one (1) year may be made if accompanied by evidence that the ground(s) for denial or revocation of the application no longer exist. Notwithstanding, if an application or renewal is denied or a city registration certificate is revoked due to disqualifying conduct or criminal activity at the business, no reapplication for a new massage business at the same location will be accepted within one (1) year after the effective date of the denial.
- (b) A registration certificate holder under this chapter whose registration or renewal has been revoked or denied may not reapply for a registration certificate for a period of one (1) year from the date of the revocation or denial.
- (c) If an application or renewal is denied due to disqualifying conduct or criminal activity at the business, no reapplication for a new massage business at the same location will be accepted within one (1) year after the effective date of the denial.

Sec. 6-8.12. No refund of fee.

No refund or rebate of a registration certificate fee shall be allowed regardless of whether the city registration certificate has been denied, suspended, or revoked, or because the registration certificate holder discontinues an activity for which a city registration certificate is required pursuant to this chapter.

Sec. 6-8.13. Inspection by officials.

The investigating and enforcing officials, including but not limited to the Los Angeles County Sheriff's Department; Los Angeles County Health Department; or the city's community development director, code enforcement, or building and safety officials, or their designees, shall have the right to enter all interior and exterior portions of the premises from time to time during regular business hours for the purpose of making reasonable inspections to observe and enforce compliance with building, fire, electrical, plumbing or health regulations, and to enforce compliance with applicable regulations, laws, and statutes, and with the provisions of this chapter. It is unlawful for any person having responsibility over the operation of a massage establishment to impede, obstruct, interfere with, or otherwise not to allow the city to conduct an inspection and, review or copy records, recordings or other documents required to be maintained by a massage establishment under this chapter or under state law. Failure to cooperate with or refuse an inspection is subject to denial, suspension, revocation, or nonrenewal of a license. It is also unlawful for a person to conceal, destroy, deface, damage, or falsify any records, recordings or other documents required to be maintained by a massage establishment under this chapter.

Sec. 6-8.14. Notifications.

A massage business shall report to the city's business license department any of the following within three (3) days of the incident:

- (a) Arrests of any employees, owners, or managers of the registrant's massage business for an offense other than a misdemeanor traffic offense;
- (b) Resignations, terminations, or transfers of certified massage practitioners employed by the registrant's massage business;
- (c) The occurrence of any event involving the registrant's massage business, or the massage practitioners employed there that constitutes a violation of this chapter or state or federal law.

Sec. 6-8.15. Unlawful business practices may be enjoined; remedies cumulative.

Any massage business operated, conducted, or maintained contrary to the provisions of this chapter shall constitute an unlawful business practice pursuant to Business and Professions Code section 17200 et seq., and the city attorney or district attorney may, in the exercise of discretion, in addition to or in lieu of taking any other action permitted by this chapter, commence an action or actions, proceeding or proceedings in the superior court of Los Angeles County, seeking an injunction prohibiting the unlawful business practice and/or any other remedy available at law,

including but not limited to fines, attorneys' fees and costs. All remedies provided for in this chapter are cumulative.

Sec. 6-8.16. Public nuisance.

It shall be unlawful and a public nuisance for a massage business to be operated, conducted, or maintained contrary to the provisions of this chapter. The city may exercise its discretion, in addition to or in lieu of prosecuting a criminal action, to commence proceedings for the abatement, removal, and enjoinder of that business in any manner provided by law. Any signage or advertisement for a business which has ceased operation as a result of a denied or revoked city registration certificate shall be removed within fifteen (15) days of the denial or revocation unless the decision is timely appealed and allowed to operate at the direction of the appeal hearing officer.

Sec. 6-8.17. Business location change.

Upon a change of location of a massage business, a new application shall be made to the director for a city registration certificate pursuant to the requirements of section 6-8.05 prior to commencing operation at the new location. The application shall be granted, provided all applicable provisions of this chapter and title XI are complied with, and a change of location fee in an amount established by city council resolution to defray the costs of investigation and report has been paid to the city. A new location shall be subject to an inspection under [section] 6-8.13 before a new registration will be issued.

Sec. 6-8.18. Sale or transfer of massage business interest.

A sale or transfer of any interest in a massage business, which interest would be reported as required in this chapter upon application for a city registration certificate, shall be reported to the city manager within ten (10) days of the sale or transfer. The city manager shall investigate any person receiving any interest in a massage business as a result of the sale or transfer, and if the person satisfies the requirements relating to city registration certificate applicants, the existing registration certificate shall be endorsed to include the person. A fee as set by resolution of the city council shall be paid to the city for the investigation by the city manager necessitated by each sale or transfer.

Sec. 6-8.19. Registration certificate holder responsibility.

It is the responsibility of a registration certificate holder to ensure that a massage establishment complies with all applicable state and local laws at all times. In construing and enforcing this chapter, the act, omission, or failure of an agent, officer, representative, independent contractor, or other person acting for or employed by a registration certificate holder, within the scope of his or her employment or office, shall in every case be deemed the act, omission, or failure of the registration certificate holder."

Section 4.

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 5. Effective Date

This ordinance shall take effect thirty (30) days after the date of its passage; and prior to fifteen (15) days after its passage, the City Clerk shall cause a copy of this ordinance to be published in accordance with the provisions of the law. The City Clerk shall certify the adoption of this ordinance.

PASSED, APPROVED, AND ADOPTED this ____ day of ____ 2023.

Barry Waite, Mayor

ATTEST:

Kathleen Horn Gregory, MMC, City Clerk

APPROVED AS TO FORM:

Trevor Rusin, City Attorney

CHAPTER 8. MESSAGE BUSINESSES AND PRACTITIONERS

Sec. 6-8.01. Applicability of chapter.

Except as otherwise provided, all of the provisions of this chapter shall be applicable to all message businesses and all massage practitioners operating within the City of Lomita. This chapter shall not be construed in a manner that is inconsistent with any state law governing the practice of massage.

Sec. 6-8.02. Definitions.

As used in this chapter:

Ancillary massage services means those services where less than twenty (20) percent of the gross floor area of the business is devoted to massage.

California Massage Therapy Council or *CAMTC* means the massage therapy organization formed pursuant to Business and Professions Code Sections 4600 et seq.

Certified massage practitioner means any individual certified by the California Massage Therapy Council (CAMTC) as a certified massage therapist, certified massage practitioner, or conditionally certified massage practitioner pursuant to California Business and Professions Code Sections 4600 et seq.

City means the City of Lomita, California.

City manager means the city manager of the City of Lomita or designee.

City registration certificate or *registration certificate* or *registration* means a certificate issued by the city to a massage business to practice massage for compensation pursuant to this title and this chapter.

Client means the customer or patron who pays for or receives massage services.

Community development director or *director* means the community development director of the City of Lomita or designee.

Compensation means the payment, loan, advance, donation, contribution, deposit, exchange, or gift of money or anything of value.

Day means calendar day, unless otherwise specifically expressed.

Disqualifying conduct means any of the following:

- (a) Within five (5) years immediately preceding the date the city registration application was filed, or any time thereafter, the person has **committed or** been convicted in a court of competent jurisdiction of the commission of or any attempt to commit, directly or indirectly, or assisting in or abetting the commission of, or conspiring to commit:
 - (1) A violation of any provision of law pursuant to which a person is required to register under the provisions of California Penal Code section 290;
 - (2) Any violation of California Penal Code sections 266, 266a, 266e, 266f, 266g, 266h, 266i, 266j, 314, 315, 316, 318, 653.22, 653.23 or subsections (a), (b) or (d) of section 647;
 - (3) Any other crime involving dishonesty, fraud, deceit, or moral turpitude;
 - (4) A violation of California Penal Code section 415, 602, or any lesser included or related offense, in satisfaction of, or as a substitute for, any of the crimes previously listed in subsections (1) through (3) above;
 - (5) Any crime committed while engaged in the management or ownership of a massage business or the practice of massage;

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- (6) A violation of California Health and Safety Code sections 11054, 11055, 11056, 11057, or 11058; or
 - (7) Any offense in another state or territory of the United States which is the equivalent of any of the above offenses.

- (b) Within five (5) years of the date immediately preceding the date the application was filed, or any time thereafter, any applicant or employee whose city registration certificate, CAMTC certification, or trainee registration certificate or permit, which was issued by the State of California or any county or city has been denied, suspended, or revoked for good cause;
- (c) Committing or maintaining a nuisance pursuant to California Penal Code sections 11225 through 11235, and/or Health and Safety Code sections 11570 et seq., for which a permanent injunction was issued, or committing a violation of any similar provisions of law in another state or territory of the United States; or
- (d) Committing a violation of any provision of this chapter provided that the applicant received timely notice of the violation.

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Employee means any person hired by a massage business or owner who renders any service for the business/owner in exchange for any form of compensation from the business, including independent contractors.

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Hearing officer means the administrative hearing officer appointed by the city manager to conduct an administrative hearing pursuant to this chapter.

Manager means the person(s) designated by the massage business owner to act as the representative and agent of the owner in managing day-to-day operations with corresponding responsibilities. The term "manager" may also include an owner.

Massage or massage therapy means the skillful application of touch, including but not limited to, pressure, stroking, kneading, compression or movement of the external surfaces of the body to produce increased awareness, relaxation, pain relief, injury rehabilitation, or neuromuscular re-education. Examples of massage include but are not limited to Swedish massage, sports massage, shiatsu, polarity therapy, rolfing, heller work and reflexology.

Massage business or business means any business that offers massage therapy in exchange for compensation. Any business that offers any combination of massage therapy and bath facilities - including, but not limited to, showers, baths, wet and dry heat rooms, pools and hot tubs - shall be deemed a massage business under this chapter. The term "massage business" includes a certified massage practitioner who is the sole owner, operator and employee of a massage business operating as a sole proprietorship. For purposes of this chapter, "massage business" shall include, without limitation, the advertising and soliciting of massages, and includes, but is not limited to, a certified massage practitioner who is the sole owner, operator and employee of a massage business operating as a sole proprietorship, as well as a massage business which employs massage practitioners.

Massage business owner or owner means any of the following persons:

- (a) Any person who is a general partner of a general or limited partnership that owns a massage business.
- (b) Any person who has a five (5) percent or greater ownership interest in a corporation that owns a massage business.
- (c) Any person who is a member of a limited liability company that owns a massage business.
- (d) Any person who has a five (5) percent or greater ownership interest in any other type of business association that owns a massage business.

Massage practitioner or practitioner means any person who administers massage to another person, for any form of consideration (whether for the massage, as part of other services or a product, or otherwise).

Reception area means an area immediately inside the front door of the massage business dedicated to the reception and waiting of clients of the massage business and visitors, and which is not a massage therapy room or otherwise used for the provision of massage therapy services.

Registration certificate holder means the applicant named on the application for a registration certificate and all massage business owners.

Rent-space massage therapist or rent-space therapist means a person who practices massage at a massage business but is not an employee of the business.

Sole proprietorship means and includes any legal form of business organization where the business owner (sometimes referred to as the "sole proprietor") is the only person employed by that business to provide massage services.

Visitor means any person who enters a massage business and who is neither a client, owner, manager, nor employee of the business.

Sec. 6-8.03. Exemptions.

The provisions of this chapter shall not apply to the following classes of individuals or businesses while engaged in the performance of their duties:

- (a) Complete exemption. The requirements of this chapter shall not apply to the following individuals:
 - (1) Physicians, surgeons, chiropractors, osteopaths, nurses or any physical therapists who are duly licensed to practice their respective professions in the State of California and persons working directly under the supervision of or at the direction of the licensed persons, working at the same location as the licensed person, and administering massage services subject to review or oversight by the licensed person.
 - (2) Barbers and beauticians who are duly licensed under the laws of the State of California while engaging in practices within the scope of their licenses, except that this exemption shall only apply if the massaging of the neck, face and/or scalp, hands or feet of the clients is ancillary to the primary service being provided by the barber or beautician.
 - (3) Hospitals, nursing homes, mental health facilities, or any other health facilities duly licensed by the State of California, and employees of these licensed institutions, while acting within the scope of their employment.
 - (4) Accredited high schools, junior colleges, and colleges or universities whose coaches and trainers are acting within the scope of their employment.
 - (5) Any other business or profession exempt from the provisions of this chapter by state law.
- (b) Limited exemption. In addition to any other applicable provisions of this chapter, businesses that offer ancillary massage services shall only be required to comply with the provisions set forth in this section for the massage portion of the business. The business shall comply with the following provisions:
 - (1) Massage services must be performed by a certified massage practitioner;
 - (2) Subsection 6-8.05(f) related to facility requirements as they pertain to the portion of business that is utilized for massage;
 - (3) Subsection 6-8.05(g) related to operational requirements; and
 - (4) Section 6-8.13 related to inspections.
- (c) Any person claiming exception under this section shall furnish satisfactory evidence to the city manager upon request that he or she is entitled to the exemption, including, proof of bona fide employment or, if applicable, a citation to the particular provision of state law upon which that person relies.

Sec. 6-8.04. Requirements for individuals practicing massage.

It shall be unlawful for any individual to practice massage therapy for compensation as a sole practitioner or employee of a massage business or in any capacity within the city unless that individual is a certified massage practitioner.

Sec. 6-8.05. Requirements for massage businesses.

(a) It shall be unlawful for any massage business to provide massage services unless all of the following requirements are met:

- (1) All of the individuals employed by the massage business to perform massage are certified massage practitioners;
- (2) The business has a valid city business license under this title; and
- (3) The business has a valid city registration certificate under this chapter.

a. Submission of an application for a registration certificate does not authorize the operation of a massage establishment unless and until such registration certificate has been granted by the city.

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(b) Application for city registration certificate. The application for new and renewal city registration certificates shall include the following information, without limitation, and an application fee in an amount established by city council resolution:

- (1) The legal name, address and telephone number of the massage business.
- (2) A floor plan indicating how the use is proposed to be conducted within the premises, a list of services to be provided, and a description of any other business operated on the same premises.
- (3) Legal names of all owners of the massage business and the names of all managers.
- (4) Home address and telephone number and business address and telephone number of all owners of the massage business, and any previous home addresses for a period of five (5) years immediately prior to the date of the application and the dates of residence at each.
- (5) For all owners, a valid and current drivers' license and/or photo identification issued by a state or federal governmental agency, or other photographic identification bearing a bona fide seal by a foreign government.
- (6) The form of business under which the massage business will be operating (i.e. corporation, general or limited partnership, limited liability company, or other form).
- (7) For all owners, a signed statement that all of the information contained in the application is true and correct; that all owners shall be responsible for the conduct of the business's employees or independent contractors providing massage services; and acknowledging that failure to comply with the California Business and Professions Code Section 4600 et seq., any local, state, or federal law, or the provisions of this chapter may result in denial or revocation of the business's city registration certificate.
- (8) The massage license and registration history of all of the owners, including whether the owner has operated any massage business or similar business or occupation within any other county, city, or state; and whether or not the applicant, in previously operating a massage business, has had the license or registration certificate revoked, suspended, or denied. In the case of revocation, suspension, or denial, the owner shall also include within the form the reason(s) therefor, and any employment obtained subsequent to any revocation, suspension, or denial.
- (9) The employment history of each owner for five (5) years preceding the date of the application, the inclusive dates of the employment history, and the name and address of any massage business or similar business owned by the individual, whether inside or outside the city. Employment history shall also include whether the owner, including a corporation or partnership, or a former employer of the applicant while so employed, was ever subjected to an abatement

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proceeding under California Penal Code sections 11225 through 11235, or any similar provisions of law in a jurisdiction outside the state.

- (10) For each owner of the massage business that is a certified massage practitioner, a copy of that person's current certification from the California Massage Therapy Council as a certified massage practitioner ~~or, certified massage therapist, or conditionally certified massage practitioner,~~ and copy of that person's CAMTC-issued identification card.
 - (11) For each owner that is not CAMTC certified, current fingerprints taken by the Los Angeles County Sheriff's Department or a certified and approved California Live Scan Fingerprinting Center for the purpose of conducting a background check on behalf of the city, to determine the criminal history of the applicant, including whether the applicant has been convicted of any felony, misdemeanor, infraction, or municipal code violation, or has been held liable for any administrative or civil action, for an act that is substantially related to the practice of massage or disqualifying conduct.
 - (12) The name of each person the massage business employs or retains to perform massage therapy for compensation. For each person the massage business does or will employ or retain to perform massage therapy for compensation, a copy of that person's current certification from the California Massage Therapy Council as a certified massage practitioner, certified massage therapist, or conditionally certified massage practitioner and a copy of that person's CAMTC-issued identification card for each certified massage practitioner.
 - (13) The name and address of the owner of the real property upon, in, or from which the massage business is to be operated. In the event the applicant or owner is not the legal owner of the property, the application shall be accompanied by a copy of any written lease between the massage business and the property owner authorizing use of the premises for a massage business, or, alternatively, if there is no written lease, then a written, notarized acknowledgement from the property owner that the property owner has been advised that a massage business will be operated by the applicant upon, in, or from the property owner's property.
 - (14) Proof of current and valid workers' compensation insurance from an insurer authorized to do business in California, in an amount as required by law.
 - (15) Authorization for the city, its employees and agents to seek information and conduct an investigation into the truth of the statements set forth in the application and the qualifications of the applicant for the registration certificate.
 - (16) The name of the individual to receive notices on behalf of the business.
 - (17) Any other identification and information necessary to discover the truth of the matters required to be set in the application.
- (c) Any changes to the application information during the period the city is reviewing the application shall be immediately reported to the city. Failure to report these changes shall result in denial of application.
- (d) Approval or denial of city registration certificate and massage business registration certificate renewals.
- (1) Within thirty (30) days following receipt of a completed application, the community development director shall either issue the registration certificate or mail a written statement of the reasons for denial as set forth below. The director shall deny a registration certificate to the applicant where any of the following conditions exist:
 - a. The applicant or any owner has procured or attempted to procure a registration certificate or other license by fraud, misrepresentation or material misstatement;
 - b. The applicant or any owner is a person who, as established by clear and convincing evidence, has engaged in disqualifying conduct as defined in this chapter within five (5) years immediately preceding the date of filing of the application;

Commented [BR5]: Per California Massage Therapy Council Director of Governmental Affairs and Human Trafficking, there are no longer any conditionally certified massage practitioners.

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- c. The massage business, as proposed by the applicant, if permitted, would not comply or has not complied with all the applicable laws, including, but not limited to, all the city's building, fire, zoning, and health regulations;
 - d. The applicant or any owner has violated any provision of this chapter, or any similar ordinance, law, rule, or regulation of any other public agency which regulates the operation of massage businesses;
 - e. The applicant is less than eighteen (18) years of age;
 - f. The application is incomplete and the required supplementary documents were not submitted within twenty (20) days of a request for these documents by the community development director;
 - g. The applicant or any owner has been denied for good cause a business registration certificate or license; has had their registration certificate or registration revoked, suspended, or restricted for good cause; has been proven to have violated any ordinance related to the practice of massage; or has had any other disciplinary action taken for good cause against them by another city, state, county or territory of the United States, or by any other government agency; or
 - h. The applicant or any owner is indebted to the city for any unpaid fee or fine.
- (2) If prosecution is pending against the applicant or any owner for either conduct violating this chapter's provisions or conduct violating Business and Professions Code section 4600 et seq., the director may postpone the decision on the application until the prosecution's final resolution. As used in this subsection, prosecution means charges filed by the district attorney, administrative proceedings brought by a local government or agency, or a civil or criminal action maintained by the Lomita City Attorney or prosecution attorney.
- (e) Decision and appealing the denial of city registration certificate and city registration certificate renewals.
- (1) Upon determining that grounds for denial exist, the community development director shall furnish written notice of the denial to the applicant. The notice shall summarize the principal reasons for the denial, shall state that the applicant may request an appeal hearing within fifteen (15) days of the postmarked date on the notice, and shall be delivered by mail to the applicant as that name and address appear on the application. Within fifteen (15) days after the mailing of the notice, the applicant may file a request for an appeal hearing with the city clerk. An application for an appeal must include a general statement specifying the basis for the appeal and the specific aspect of the decision being appealed. An appeal must be accompanied by supporting evidence substantiating the basis for the appeal. The scope of the appeal hearing pursuant to this section shall be limited to those issues raised by the appellant in the written appeal statement.
 - (2) Upon receipt of a timely filed appeal and payment of the appropriate fee, the city clerk shall set the matter for hearing before the hearing officer. The hearing shall be held not fewer than ten (10) days nor more than thirty (30) days from the date of the appeal request. The hearing may be continued upon the mutual consent of the parties. The appellant may bring a translator or interpreter to the hearing at their sole expense.
 - (3) The appellant shall be provided with notice of the time and place of the appeal hearing, as well as a copy of all relevant materials at least seven (7) days prior to the hearing.
 - (4) At the time of the hearing, the hearing officer shall review the records and files relating to the decision.
 - (5) The hearing officer shall permit any interested person to present any relevant evidence bearing on the issues involved in the matter.
 - (6) In conducting the hearing, technical rules relating to evidence and witnesses shall not apply. Any relevant evidence may be admitted if it is material and if it is evidence customarily relied upon

by responsible persons in the conduct of their affairs regardless of the existence of any common law or statutory rule which might make admission of the evidence improper over objection in civil actions. Hearsay evidence may be admissible if it is the sort upon which reasonable persons are accustomed to rely in the conduct of serious affairs. The rules of privilege shall be applicable to the extent they are permitted in civil actions.

- (7) The appellant shall have the burden of proving that he or she meets the requirements for issuing the certificate in the first instance; the city shall have the burden in proving that grounds exist for ~~denying, revoking, suspending, conditioning or failing to renew a registration.~~
 - (8) Based upon the evidence presented at the hearing, the hearing officer shall determine whether the director's decision should be affirmed, modified or reversed. The hearing officer's decision is final.
 - (9) The hearing officer's decision shall be communicated in writing to the appellant within seven (7) days after the close of the hearing and submission of the matter to the hearing officer for decision.
 - (10) The decision of the hearing officer shall include notice that the decision is final and is subject to judicial review pursuant to California Civil Procedure Code section 1094.5, and that any action filed in the superior court shall be filed within the time period provided by law.
- (f) Facilities prerequisite to registration certificate issuance. A registration certificate shall not be issued pursuant to this chapter unless an inspection reveals that the business complies with each of the following minimum requirements of this chapter and title XI of this Code:
- (1) Facility requirements.
 - a. No massage or massage services shall be given in a business, or premises registered pursuant to this chapter, in any room or space enclosed or divided by walls and fitted with a door capable of being locked from the inside. This section shall not apply to the business's external doors and shall not operate to prohibit a massage business from locking its external doors if the business is a business entity owned by one (1) individual with one (1) or no employees or independent contractors.
 - b. A list of services available and the cost of the services shall be posted in an open and conspicuous public place on the premises. The services shall be described in ~~E~~nglish and any other languages that the business chooses. Only services on the posted list shall be performed.
 - c. Minimum lighting consisting of at least one (1) artificial light of not less than forty (40) watts shall be provided and shall be operating in each room or enclosure where massage services are being performed on clients, and in all areas where clients are present.
 - d. Massage businesses shall at all times be equipped with an adequate supply of clean sanitary towels, coverings, and linens. Clean towels, coverings, and linens shall be stored in enclosed cabinets. Towels and linens shall not be used on more than one (1) client, unless they have first been laundered and disinfected. Disposable towels and coverings shall not be used on more than one (1) client. Soiled linens and paper towels shall be deposited in separate, approved receptacles.
 - e. All walls, ceilings, floors, pools, showers, bathtubs, steam rooms, and all other physical facilities, shall be in good repair and maintained in a clean and sanitary condition.
 - f. Adequate bathing, dressing, locker, and toilet facilities shall be provided for clients. A minimum of one (1) tub or shower; one (1) dressing room ~~separate from all other rooms with a self-closing door,~~ containing a separate locker for each client to be served, which locker shall be capable of being locked; as well as a minimum of one (1) toilet and washbasin, shall be provided in every massage business; provided, however, that if male and female clients are to be served simultaneously at the business, separate bathing, massage room(s), dressing room(s), and toilet facilities shall be provided for male and

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female clients. This requirement may be modified upon approval of the city manager if the services provided or site plan do not necessitate some or all of these facilities.

g. A minimum of one (1) wash basin for employees shall be provided at all times. The basin shall be located within or as close as practicable to the area devoted to performing massage services. Sanitary towels shall also be provided at each basin. Hot and cold running water shall be provided at all times.

h. In the reception area, in letters that are a minimum of one (1) inch in height, a notice in English (and any other language that the business chooses) that provides substantially as follows:

THIS MESSAGE BUSINESS AND THE MESSAGE ROOMS DO NOT PROVIDE COMPLETE PRIVACY AND ARE SUBJECT TO INSPECTION BY CITY AND HEALTH OFFICIALS WITHOUT PRIOR NOTICE

i. No room or space enclosed or divided by walls and fitted with a door where massage or massage services are performed shall be equipped with any electronic, mechanical, or artificial device used or capable of being used, for the recording or videotaping of visual images and/or sound.

j. Wet and dry heat rooms, steam or vapor rooms or cabinets, toilet rooms, shower and bath rooms, tanning booths, whirlpool baths and pools shall be thoroughly cleaned and disinfected as needed or required.

k. Standard or portable massage tables shall be used with a durable, washable plastic or other waterproof material as a covering. The tables shall be sanitized after each use. A massage table or professional massage chair specifically designed for seated massage shall be used for all massage therapy, with the exception of "Thai," "Shiatsu," and similar forms of massage therapy, which may be provided on a padded mat on the floor, provided the patron is fully attired in loose clothing, pajamas, scrubs, or similar style of garment. Massage tables shall have a minimum height of eighteen (18) inches.

l. A massage business shall operate only under the name specified in its city registration certificate.

m. No massage business located in a building or structure with exterior windows fronting a public street, highway, walkway, or parking area shall block visibility into the interior reception and waiting area through the use of curtains, closed blinds, tints, or any other material that obstructs, blurs, or unreasonably darkens the view into the premises.

n. No person shall store alcoholic beverages in massage work areas.

o. No person shall distribute or consume any alcoholic beverages and/or controlled substances on licensed premises.

p. All massage establishments shall continuously comply with all applicable building, fire, and health ordinances and regulations.

q. Sexual paraphernalia, condoms, or any form of contraceptive shall not be stored on the licensed premises.

r. Beds, floor mattresses, and waterbeds are not permitted on the premises of the massage establishment, and no massage establishment shall be used for residential or sleeping purposes, which may be shown by circumstantial evidence such as the presence of bedding, pillows, sleeping bags, suitcases, clothing, toiletries or other personal belongings, cooking appliances, utensils, or food in excess of a business establishment's normal requirements.

(g) Operating requirements.

(1) Massage may be provided only between the hours of 7:00 a.m. and 9:00 p.m. No massage business shall be open and no massage services shall be provided between 9:00 p.m. and 7:00

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Commented [BR9]: Specific clarifications for health and safety

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a.m. A massage commenced prior to 9:00 p.m. shall nevertheless terminate at 9:00 p.m., and all clients shall exit the premises at that time. It is the obligation of the massage business to inform clients of the requirement that services must cease at 9:00 p.m.

- (2) The owner and manager of a massage business shall be responsible for displaying the city registration certificate and the original, valid CAMTC registration-certificate of each and every certified-massage practitioner employed in the business in an open and conspicuous place on the premises. Passport-size photographs of the registration-certificate holder shall be affixed to the respective registration-certificate on display pursuant to this section. The CAMTC photo identification shall remain on the premises while the massage therapist is on the premises.
- (3) For each massage service provided, every massage business shall keep a complete and legible written record of the following information:
- The date and hour that service was provided;
 - The service received;
 - The name or initials of the employee entering the information; and
 - The name of the employee administering the service.

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The records shall be open to inspection and copying by the Los Angeles County Sheriff's Department, or other city officials charged with enforcement of this chapter. These records may not be used by any massage business owner or employee for any purpose other than as records of service provided and may not be provided to other parties by any person unless otherwise required by law. The records shall be retained on the premises of the massage business for a period of two (2) years.

- (4) All massage business owners and their employees shall wear clean outer garments. The garments shall not include any of the following:
- Attire that is transparent or see-through, or substantially exposes the employee's undergarments;
 - Swim attire, if not providing a water-based massage modality accepted by the California Massage Therapy Council;
 - Attire that exposes the employee's genitals, pubic areas, buttocks, or breasts;
 - Attire worn in a manner that constitutes a violation of California Penal Code section 314;
 - Attire worn in a manner that is otherwise deemed by the California Massage Therapy Council to constitute unprofessional attire based on the custom and practice of the profession in California;

Commented [BR12]: Specific clarification

f. Provocative, transparent, or intimate apparel shall not be stored on the licensed premises.

- (5) At all times during the massage, the client's genitals shall be fully covered and contact shall not be made with the genitals.
- (6) The premises' exterior doors and the doors separating the waiting or reception area from the remainder of the premises shall remain unlocked during the business hours (including electronic locking devices) or when clients are present. External doors may only be locked during business hours if the massage business is a business entity owned by one (1) individual with one (1) or no employees or independent contractors who are not employees of the business and there is no staff available to assure security for clients and massage staff behind closed doors.
- (7) During hours of operation, no person other than the listed manager on duty, an employee, or a client shall be allowed beyond the reception area of the massage business.
- (8) Clients and visitors shall only be permitted in the massage business during the hours of operation.

(9) Visitors shall only be permitted in the reception area of the massage business, however the following exceptions may apply:

a. The parent or guardian of a patron who is a minor may be present in the massage therapy room with that minor;

b. The minor of a patron may be present in the massage therapy room with the patron when necessary for the supervision of the minor; and

c. The conservator, aid, or other caretaker of a patron who is elderly or disabled may be present in the massage therapy room with that elderly or disabled person.

(10) Clients shall only be permitted in massage treatment areas if at least one (1) massage practitioner is on the premises.

(11) The massage business shall be supervised, during all hours of operation, by a manager specified in the city's registration application. The manager shall wear a badge with the manager's name and it should clearly state the word "manager" on the badge. The name of the manager on duty shall be posted in a conspicuous place within the reception area daily.

(12) The owner and manager shall maintain a register of all owners, operators and managing employees of the massage establishment, all massage professionals, and other persons employed or retained by the massage establishment~~employees or rent-space massage therapists~~. The employee register shall be maintained on the premises for a minimum period of two (2) years following an employee's termination. The owner and manager shall make the employee register immediately available for inspection upon demand by a representative of the Los Angeles County Sheriff's Department or the city at all reasonable times. The employee register shall include, but not be limited to the following information:

a. The individual's name, nicknames, and/or aliases ~~used by an employee or rent-space massage therapist.~~

b. A good quality color photocopy of a lawfully issued CAMTC certificate for each employee and rent-space therapist that provides massage services.

c. The ~~employee's or rent-space therapist~~individual's home address and relevant phone numbers (including but not limited to home and cellular numbers).

d. The ~~employee or rent-space therapist~~individual's age, date of birth, gender, height, weight, color of hair and eyes.

e. The date of employment and termination, if applicable, or, in the case of a rent-space therapist, the start and end dates of the lease agreement, as well as a copy of the agreement for all employees.

f. The duties of each employee.

(13) While the city registration is in effect and at all times during operation, the massage business shall fully maintain current and valid workers' compensation insurance as required by law. Proof of insurance shall be maintained on the premises at all times.

(14) The massage business shall apply to the city for an amended city registration certificate within twenty (20) days after the occurrence of any circumstance which changes the registration information initially provided to the city pursuant to section 6-8.05, including, but not limited to the termination of certified massage practitioners. There shall be no charge for an amended registration certificate unless the director determines that the changes are substantial and a new certificate is required.

(h) A city registration certificate issued pursuant to the terms of this chapter shall be valid for a term of one (1) year from the date of issuance and, unless suspended or revoked, may be renewed annually upon application by the massage business owner so long as the massage business is operating within the city. No registration certificate shall confer any vested right to any person or business for more than the registration period.

Commented [BR13]: Allowances for safety of minors and the elderly

Commented [BR14]: Recommended by California Massage Therapy Council Director of Governmental Affairs and Human Trafficking

Sec. 6-8.06. Violations.

- (a) In addition to any other remedy available under the law, violations of this chapter are subject to the administrative citations and penalties provisions in title 1, chapter 5 of this Code. Notwithstanding anything to the contrary in the city's penalty schedule for administrative fines (as adopted by city council resolution), the fine amounts for violations of this chapter shall be five hundred dollars (\$500.00) for the first violation, seven hundred fifty dollars (\$750.00) for a second violation and, one thousand dollars (\$1,000.00) for each additional violation of the same provision within one year of the first violation.
- (b) ~~Violations not capable of being remedied under [subsection] 1-5.05(b) include, but are not limited to, substantial evidence of prostitution activity on the massage business's premises or an immediate threat to health, safety or welfare. Prostitution. It shall be unlawful for any owner, manager, massage practitioner, or any employee or agent to knowingly harbor, admit, receive, or permit to be or remain in or about such premises any prostitute or any person under the influence of any narcotic or dangerous drug or to perform or allow to be performed any act, massage, or manipulation in which contact is made with another's genital areas either by hand, body, or by any mechanical device or object, whether it is covered or uncovered; clothed or unclothed, in whole or in part.~~

Commented [BR15]: For clarification

Sec. 6-8.07. City registration certificate suspension or revocation.

- (a) In addition to any other remedy available to the city under this Code or state law, any registration certificate may be suspended or revoked by the director where it is found by substantial evidence that any of the following have occurred:
 - (1) The registration certificate holder and/or agent has violated any provision of this chapter or the grounds for denial of the registration certificate exist;
 - (2) ~~The registration certificate holder and/or agent is a person who, as established by clear and convincing evidence,~~ has engaged in disqualifying conduct as defined in this chapter;
 - (3) The registration certificate holder and/or agent has failed to comply with one (1) or more of the facilities and operations requirements of this chapter;
 - (4) The registration certificate holder and/or agent has engaged in fraud, misrepresentation, or false statement in conducting the massage business;
 - (5) The registration certificate holder and/or agent has continued to operate the massage business after the city registration certificate or registration has been suspended; or
 - (6) The registration certificate holder and/or agent has failed to apply with the city for an amended city registration certificate within twenty (20) days after the occurrence of any circumstance which substantially changes the registration information initially provided to the city pursuant to section 6-8.05, including, but not limited to the termination of certified massage practitioners; or
 - (7) Massage treatments have been performed on the premises of the massage business, with or without the registration certificate holder's actual knowledge, by any person who:
 - a. Does not have a valid CAMTC certification; or
 - b. As established by clear and convincing evidence, has engaged in conduct or has been convicted of the offenses described as disqualifying conduct.

Commented [BR16]: Eliminates conflicting language

Sec. 6-8.08. Hearing on revocation or suspension of city registration certificate.

- (a) Upon determining that grounds for revocation or suspension exist, as set forth in section 6-8.07, the community development director shall furnish written notice of the proposed revocation or suspension to the registration certificate holder. The notice shall summarize the principal reasons for the proposed revocation or suspension, shall state that the registration certificate holder may request a hearing within fifteen (15) days of the postmarked date on the notice, and shall be delivered by mailing the notice to the location of the massage business (and the person designated for service on the

certificate, if different) and the property owner. Within fifteen (15) days after the mailing of the notice, the registration certificate holder may file a request for hearing with the community development director. If the request for a hearing is timely filed and the appropriate fee is paid, the community development director shall schedule the suspension/revocation hearing.

- (b) Upon timely receipt of a written request for a hearing, the community development director shall conduct a hearing within forty-five (45) days of the filing of the request. The hearing may be continued upon the mutual consent of the parties. Notice of time and place of the hearing shall be given to the registration certificate holder by mailing the notice to the location of the massage business (and the person designated for service on the certificate, if different) and the property owner at least fifteen (15) days in advance of the date set for the hearing. At the hearing, the director shall permit any interested person to present any relevant evidence bearing on the issues involved in the matter. In conducting the hearing, technical rules relating to evidence and witnesses shall not apply. Any relevant evidence may be admitted if it is material and if it is evidence customarily relied upon by responsible persons in the conduct of their affairs regardless of the existence of any common law or statutory rule which might make admission of the evidence improper over objection in civil actions. Hearsay evidence may be admissible if it is the sort upon which reasonable persons are accustomed to rely in the conduct of serious affairs. The rules of privilege shall be applicable to the extent they are permitted in civil actions.
- (c) At the conclusion of the hearing, the community development director shall have fifteen (15) days to decide whether the grounds for revocation or suspension exist and shall submit a written report with its conclusions. If the community development director determines that any grounds for revocation or suspension exist, as provided in section 6-8.07 of this chapter, the director shall revoke or suspend the registration certificate. A copy of the decision shall be mailed to the massage business and to the person designated for service on the certificate, if different, and the property owner. The resolution shall provide notice of the right to appeal the decision. Within fifteen (15) days after the mailing of the notice, the registration certificate holder may file a request for an appeal hearing with the city clerk. An application for an appeal must include a general statement specifying the basis for the appeal and the specific issue of the decision being appealed. An appeal must be accompanied by supporting evidence substantiating the basis for the appeal and the appropriate fee for an appeal hearing. The scope of the appeal hearing pursuant to this section shall be limited to those issues raised by the appellant in the written appeal statement.
- (d) If a timely appeal is filed, the effect of the community development director's decision will be stayed pending the hearing officer's resolution of the matter unless the community development director specifically finds that the public health and safety is endangered.
- (e) The appeal hearing before the hearing officer shall be conducted as described above for appeal hearings in [subsections] 6-8.05(e)(2)–(10). Notice of the appeal hearing and decision shall also be mailed to the property owner.
- (f) Upon revocation of a city registration certificate, the massage business shall immediately cease operation and surrender the registration certificate, and, if so ordered by the community development director, no other massage business shall be permitted to operate at that location by any person for a period of one (1) year. If the operator is not also the legal owner of the real property on which the massage business is situated, notice of the revocation and the period of prohibition shall be provided by the community development director to the property owner.

Sec. 6-8.09. Conditions of approval.

The director or hearing officer may condition any city registration certificate if they find that grounds for denial or revocation of a registration certificate exist.

Sec. 6-8.10. Hearing fees.

All hearings held as provided in this chapter may be subject to a filing fee in an amount established by the city council resolution.

Sec. 6-8.11. Reapplication after denial or revocation.

- (a) An applicant for a city registration certificate under this chapter whose application for registration has been denied or revoked may not reapply for registration for a period of one (1) year from the date of the denial. However, a reapplication prior to the termination of one (1) year may be made if accompanied by evidence that the ground(s) for denial or revocation of the application no longer exist. Notwithstanding, if an application or renewal is denied or a city registration certificate is revoked due to disqualifying conduct or criminal activity at the business, no reapplication for a new massage business at the same location will be accepted within one (1) year after the effective date of the denial.
- (b) A registration certificate holder under this chapter whose registration or renewal has been revoked or denied may not reapply for a registration certificate for a period of one (1) year from the date of the revocation or denial.
- (c) If an application or renewal is denied due to disqualifying conduct or criminal activity at the business, no reapplication for a new massage business at the same location will be accepted within one (1) year after the effective date of the denial.

Commented [BR17]: For consistency

Sec. 6-8.12. No refund of fee.

No refund or rebate of a registration certificate fee shall be allowed regardless of whether the city registration certificate has been denied, suspended, or revoked, or because the registration certificate holder discontinues an activity for which a city registration certificate is required pursuant to this chapter.

Commented [BR18]: For consistency

Sec. 6-8.13. Inspection by officials.

The investigating and enforcing officials, including but not limited to the Los Angeles County Sheriff's Department; Los Angeles County Health Department; or the city's community development director, code enforcement, or building and safety officials, or their designees, shall have the right to enter all interior and exterior portions of the premises from time to time during regular business hours for the purpose of making reasonable inspections to observe and enforce compliance with building, fire, electrical, plumbing or health regulations, and to enforce compliance with applicable regulations, laws, and statutes, and with the provisions of this chapter. It is unlawful for any person having responsibility over the operation of a massage establishment to impede, obstruct, interfere with, or otherwise not to allow, the city to conduct an inspection and, review or copy records, recordings or other documents required to be maintained by a massage establishment under this chapter or under state law. Failure to cooperate with or refuse an inspection is subject to denial, suspension, revocation, or nonrenewal of a license. It is also unlawful for a person to conceal, destroy, deface, damage, or falsify any records, recordings or other documents required to be maintained by a massage establishment under this chapter.

Commented [BR19]: For clarity

Sec. 6-8.14. Notifications.

A massage business shall immediately report to the city's business license department any of the following within three (3) days of the incident:

- (a) Arrests of any employees, owners, or managers of the registrant's massage business for an offense other than a misdemeanor traffic offense;
- (b) Resignations, terminations, or transfers of certified massage practitioners employed by the registrant's massage business;
- (c) The occurrence of any event involving the registrant's massage business or the massage practitioners employed there that constitutes a violation of this chapter or state or federal law.

Commented [BR20]: Recommended by California Massage Therapy Council Director of Governmental Affairs and Human Trafficking

Sec. 6-8.15. Unlawful business practices may be enjoined; remedies cumulative.

Any massage business operated, conducted, or maintained contrary to the provisions of this chapter shall constitute an unlawful business practice pursuant to Business and Professions Code section 17200 et seq., and the city attorney or district attorney may, in the exercise of discretion, in addition to or in lieu of taking any other action permitted by this chapter, commence an action or actions, proceeding or

proceedings in the superior court of Los Angeles County, seeking an injunction prohibiting the unlawful business practice and/or any other remedy available at law, including but not limited to fines, attorneys' fees and costs. All remedies provided for in this chapter are cumulative.

Sec. 6-8.16. Public nuisance.

It shall be unlawful and a public nuisance for a massage business to be operated, conducted, or maintained contrary to the provisions of this chapter. The city may exercise its discretion, in addition to or in lieu of prosecuting a criminal action, to commence proceedings for the abatement, removal, and enjoinder of that business in any manner provided by law. Any signage or advertisement for a business which has ceased operation as a result of a denied or revoked city registration certificate shall be removed within fifteen (15) days of the denial or revocation unless the decision is timely appealed and allowed to operate at the direction of the appeal hearing officer.

Sec. 6-8.17. Business location change.

Upon a change of location of a massage business, a new application shall be made to the director for a city registration certificate pursuant to the requirements of section 6-8.05 prior to commencing operation at the new location. The application shall be granted, provided all applicable provisions of this chapter and title XI are complied with, and a change of location fee in an amount established by city council resolution to defray the costs of investigation and report has been paid to the city. A new location shall be subject to an inspection under [section] 6-8.13 before a new registration will be issued.

Sec. 6-8.18. Sale or transfer of massage business interest.

A sale or transfer of any interest in a massage business, which interest would be reported as required in this chapter upon application for a city registration certificate, shall be reported to the city manager within ten (10) days of the sale or transfer. The city manager shall investigate any person receiving any interest in a massage business as a result of the sale or transfer, and if the person satisfies the requirements relating to city registration certificate applicants, the existing registration certificate shall be endorsed to include the person. A fee as set by resolution of the city council shall be paid to the city for the investigation by the city manager necessitated by each sale or transfer.

Sec. 6-8.19. Registration certificate holder responsibility.

It is the responsibility of a registration certificate holder to ensure that a massage establishment complies with all applicable state and local laws at all times. In construing and enforcing this chapter, the act, omission, or failure of an agent, officer, representative, independent contractor, or other person acting for or employed by a registration certificate holder, within the scope of his or her employment or office, shall in every case be deemed the act, omission, or failure of the registration certificate holder.